



BEFORE THE
 GUAM CIVIL SERVICE COMMISSION
 BOARD OF COMMISSIONERS



IN THE MATTER OF:

ROBERT GARRIDO,

Employee,

vs.

GUAM WATERWORKS AUTHORITY,

Management.

ADVERSE ACTION APPEAL

CASE NO. 17-AA12T


JUDGMENT OF DISMISSAL


The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the Motion to Dismiss Appeal, attached hereto.

SO ADJUDGED THIS 11th DAY OF JANUARY, 2018.


 EDITH PANGELINAN
 Chairperson


 LOURDES HONGSYEE
 Vice-Chairperson


 PRISCILLA T. TUNCAP
 Commissioner


 JOHN SMITH
 Commissioner


 CATHERINE GAYLE
 Commissioner


 MICHAEL G. TOPASNA
 Commissioner

ORIGINAL



1 Robert E. Koss, Lay Representative
 2 Guam Federation of Teachers
 3 P.O. Box 2301
 4 Hagatna, Guam 96910
 5 Ph. (671) 735-4390 Fax (671) 734-8085
 6 Email rkoss@gftunion.com



7 **BEFORE THE CIVIL SERVICE COMMISSION OF GUAM**

8 **ROBERT GARRIDO,**
 9 Employee,

Adverse Action Appeal
 CSC Case No.: 17-AA12T

10 vs.

**DISMISSAL OF
 ADVERSE ACTION APPEAL**

11 **GUAM WATERWORKS AUTHORITY,**
 12 Management.

13 To: Civil Service Commission and opposing management representative of record.

14 **COMES NOW**, Employee in the above captioned action hereby dismisses with prejudice his
 15 adverse action appeal CSC Case No. 17-AA12T.

16 **Dated this 12th day of December, 2017.**

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 19
 20 By: 
 21 **ROBERT GARRIDO**

STIPULATED SETTLEMENT AGREEMENT

Guam's Local Union 1
RECEIVED
By: [Signature]
Date: 11 DEC 2017

THE PARTIES

This settlement agreement is entered in by and between Mr. Robert Garrido (hereafter referred to as "Employee") whose mailing address is P.O. Box 24194, Barrigada, Guam 96921 and the Guam Waterworks Authority by and through Miguel C. Bordallo, P.E. in his official capacity as General Manager of the Guam Water Works Authority (hereafter referred to as "Management") located at Gloria B. Nelson Public Service Building, 688 Route 15, Mangilao, Guam 96913.

RECITALS

- A. Whereas, the Employee was dismissed by Management effective August 8, 2017 and that action of releasing the Employee and payment accumulated wages for Compensatory Time Worked are in dispute between the parties; and,
- B. Whereas, the Employee commenced an Adverse Appeal Case No. 17-AA12T against Management in the Civil Service Commission (the Commission) on or about August 15, 2017; and,
- C. Whereas, the parties desire to resolve their dispute without the need for a formal hearing by entering into this Settlement Agreement for this and all pending matters in order to provide for certain arrangements in full settlement and extinguishment of all claims in fair and equitable means and upon the terms and conditions set forth herein.
- D. Whereas, the terms and conditions of this Settlement Agreement shall become operative upon execution of this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises set forth herein, the parties agree as follows:

- 1. **Purpose of Agreement.** Employee and Management acknowledge and agree that this Agreement is a Settlement and Compromise of the referenced matter. It is the intention of the parties by the execution of this Agreement to fully, finally and completely resolve all disputes between them regarding these matters, in the manner more specifically set forth in the terms of this Agreement that follow.

STIPULATED SETTLEMENT AGREEMENT

2.0 Employee's Obligation.

2.1 Employee shall dismiss his Adverse Action Appeal 17-AA12T with prejudice pursuant to the terms of this agreement.

2.2 Employee agrees that he shall accept the settlement amount of *five thousand dollars (\$5,000)* as a complete and full compromise of all matters and forever release, acquit and discharge GWA and its respective employees, former employees, officers, managers, agents and successors in interest from and against any and all claims, actions, causes or action, losses, injuries, damages, liabilities of any kind or description whatsoever in law or in equity, now known or hereafter discovered, in way related to or connected with any and all claims, known or unknown, both compensatory and punitive which Employee has, had, or might have asserted against GWA in connection with, arising from, or relating to the CSC action or his employment with the GWA.

2.3 Employee acknowledges that any tax consequences of the Agreement are solely his own responsibility and that Management has no liability or responsibility for any tax consequences arising out of this settlement.

2.4 Employee agrees that he shall resign from his position in GWA effective at the close of business on August 11, 2017.

2.5 Employee agrees that he shall not seek re-employment with GWA in the future.

2.6 Employee agrees that he shall pay his own attorney fees and costs associated with his adverse action appeal.

3.0 Management's Obligation.

3.1 Management agrees to rescind the Final Notice of Adverse Action in lieu Employee's letter of resignation effective on August 11, 2017.

3.2 Management agrees it shall pay to the Employee the agreed settlement amount of *five thousand dollars (\$5,000.00)* as a complete settlement and full compromise of all disputed matters in consideration of the Employee's agreement to release all claims against the GWA arising out of or pertaining to his employment, wages and adverse action appeal. There shall be no deductions or withholding of any kind from the agreed to settlement amount.

Employee shall be solely liable for all income and/or other taxes associated with this settlement agreement.

STIPULATED SETTLEMENT AGREEMENT

1 3.3 Management agrees that it shall be responsible for its own attorney fees and costs
2 associated with the Employee's appeal, if any.

3 3.4 This Settlement agreement shall be effective on the date it is signed by the parties and
4 Management agrees to pay to the Employee the full settlement amount within ten (10) days
5 of date the parties enter into this agreement.

6 **4. Performance Accepted.** The parties agree and acknowledges: (a) that it accepts
7 performance of its obligations specified in this Agreement as a full and complete compromise of
8 matters involving disputed issues; (b) that the negotiations for this settlement (including all
9 statements, admissions or communications by the parties of their attorneys or representative shall
10 not be considered by any of said parties; (c) and that no past or present wrong doing on the part
11 of the parties shall be implied by such negotiations; (d) and, in the event that either party should
12 need to pursue the enforcement this settlement agreement in a court of law, the parties further
13 agree that the losing party shall consent to a judgement for all respective costs, including
14 attorney's fees and other expenses of such litigation.

15 **5. Additional Documents.** All parties agree to cooperate fully and execute any and all
16 supplementary documents and take all additional actions that may be necessary as appropriate to
17 give full force and effect to the basic terms and intent of this Agreement within ten (10) calendar
18 days after entering into this settlement agreement. This settlement agreement becomes effective
19 on the date it is signed by the parties.

20 **6. Independent Advice of Counsel.** Each party represents and declares that it has received
21 independent advice from its respective attorneys and representatives with respect to the
22 advisability of making the settlement provided for herein and with respect to the advisability of
23 executing this Agreement. Each party further represents and declares that it has not relied upon
24 any statement or representation by the other party or of any of its partners, agents, employees, or
25 attorneys in executing this Agreement or in making the settlement provided for herein, except as
26 expressly provided for herein.
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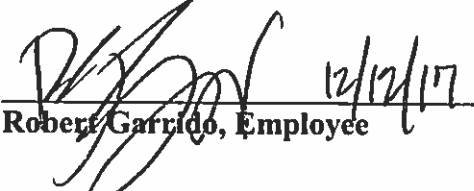
STIPULATED SETTLEMENT AGREEMENT

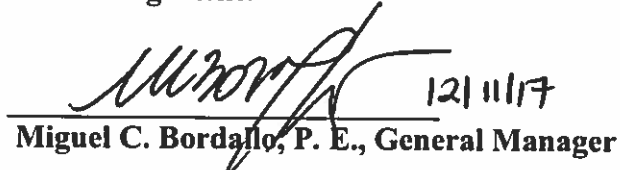
1 **7. Voluntary Agreement.** Each party represents and declares that it has carefully read this
2 Agreement, that it knows the contents of this Agreement, and that it has signed the same freely
3 and voluntarily.

4 **IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date written
5 by their respective names.

6
7 **For Employee:**

For Management:

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9  12/12/17
10 **Robert Garrido, Employee**

 12/11/17
Miguel C. Bordallo, P. E., General Manager

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12  12/11/17
13 **Robert E. Koss, Representative**

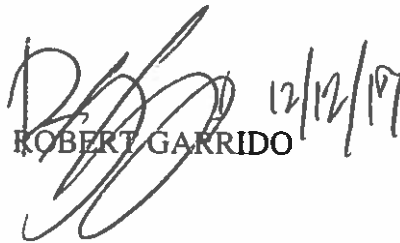
 12/11/17
Kelly Clark, GWA General Counsel

MR. ROBERT GARRIDO
P.O. BOX 24194,
BARRIGADA, GUAM 96921

TO: Miguel C. Bordallo, P.E. and General Manager
Guam Water Works Authority
578 N. Marine Corps Dr., Tamuning
P.O. Box 3010, Hagatna, GU 96932

SUBJECT: LETTER OF RESIGNATION

Thank you for the opportunity of employment in the Guam Waterworks Authority. Please accept my resignation from my position of Administrative Officer effective at the close of business August 11, 2017.

 12/12/17
ROBERT GARRIDO