



**BEFORE THE  
GUAM CIVIL SERVICE COMMISSION  
BOARD OF COMMISSIONERS**



**IN THE MATTER OF:**

**ROBERT MIRANDA,**

**Employee,**

**vs.**

**DEPARTMENT OF PARKS AND  
RECREATION,**

**Management.**

**ADVERSE ACTION APPEAL  
CASE NO.: 17-AA01T**

**JUDGMENT OF DISMISSAL**

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the signed Stipulation of Settlement, attached hereto.

SO ADJUDGED THIS 30 day of December 2019.

(resigned)  
\_\_\_\_\_  
**LUIS R. BAZA**  
Chairperson

Juan K. Calvo  
\_\_\_\_\_  
**JUAN K. CALVO**  
Vice-Chairperson

Priscilla T. Tuncap  
\_\_\_\_\_  
**PRISCILLA T. TUNCAP**  
Commissioner

John Smith  
\_\_\_\_\_  
**JOHN SMITH**  
Commissioner

Emilia F. Rice  
\_\_\_\_\_  
**EMILIA F. RICE**  
Commissioner

Anthony P. Benvente  
\_\_\_\_\_  
**ANTHONY P. BENVENTE**  
Commissioner

**JUDGMENT OF DISMISSAL**  
*Robert Miranda vs. Department of Parks and Recreation*  
Adverse Action Case No.: 17-AA01T



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

IN THE MATTER OF:

ROBERT MIRANDA,

Employee,

vs.

DEPARTMENT OF PARKS AND  
 RECREATION,

Management.

) ADVERSE ACTION APPEAL  
 ) CASE NO. 17-AA01T

) STIPULATION OF SETTLEMENT

THIS STIPULATION OF SETTLEMENT AND AGREEMENT is by and between ROBERT J. MIRANDA (hereinafter “Employee”) and the DEPARTMENT OF PARKS AND RECREATION (hereinafter “Management” or “the Government”) as follows:

**RECITALS**

- A. The Employee commenced an Adverse Action Appeal in the Civil Service Commission on or about January, 2017; and,

**ORIGINAL**

- B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") for this matter to provide for certain arrangements in full settlement and discharge of the Appeal in a fair and equitable means and upon the terms and conditions set forth herein.
- C. The terms and conditions of said 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.
- 2. **Employee's Obligation.**
  - 2.1 Employee agrees to submit a letter of resignation effective January 26, 2017.
  - 2.2 Employee agrees that he waives all reemployment rights, privileges, and credits, and waives all claims known and unknown against the Department of Parks & Recreation.
  - 2.3 Employee agrees there is no monetary compensation and there will be no award of attorney's fees, costs, or benefits associated with this settlement.
  - 2.4 Employee agrees to dismiss his adverse action appeal with prejudice.
- 3. **Management's Obligation.**
  - 3.1 Management agrees that the Judgment of Dismissal will supersede the Notice of Final Adverse Action, and that Management shall accept the Employee's resignation retroactively to the date of termination.
- 4. **Performance Accepted.** The parties agree and acknowledge: (a) that they accept performance of their obligations specified in this Agreement as a full and complete compromise of matters involving disputed issues; and (b) that the negotiations for this settlement (including all statements, admissions, or communications by the parties or their attorneys or representatives) shall not be considered by any of said parties unless fraudulent; and

5. **Additional Documents.** All parties agree to cooperate fully and execute any and all supplementary documents and take all additional actions that may be necessary as appropriate to give full force and effect to the basic terms and intent of this Agreement within thirty (30) days of its approval by the Civil Service Commission.
6. **Independent Advice of Counsel.** Each party represents and declares that it has received independent advice from its respective attorneys and representative with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing this Agreement.
7. **Voluntary Agreement.** Each party represents and declares that it has carefully read this Agreement, that it knows the contents of this Agreement, and that it has signed the same freely and voluntarily.

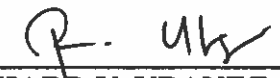
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written by their respective names.

**SO STIPULATED:**

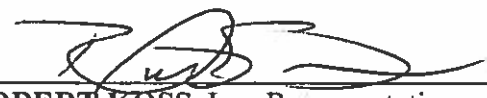
**Employee:**


  
 Robert J. Miranda  
 Date: 11/28/19

**Department of Parks & Recreation  
 ("Management" or "the Government")**

  
 RICHARD Y. YBANEZ, Director  
 Date: 11/13/19

**OFFICE OF THE ATTORNEY GENERAL  
 Leevin Taitano Camacho, Attorney General**

  
 ROBERT KOSS, Lay Representative  
 Date: 11/27/19

  
 MATTHEW E. WOLFF  
 Attorney for Management  
 Date: Nov-13, 2019