



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



IN THE MATTER OF:

VAN C. MORADA,

Employee,

vs.

DEPARTMENT OF CORRECTIONS,

Management.

**ADVERSE ACTION APPEAL
CASE NO. 13-AA23T**

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS 6th day of July 2017.



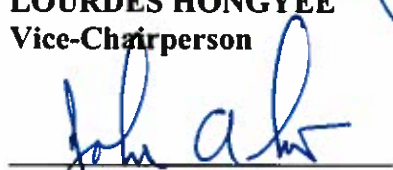
EDITH PANGELINAN
Chairperson



LOURDES HONGYEE
Vice-Chairperson



PRISCILLA T. TUNCAP
Commissioner



JOHN SMITH
Commissioner



CATHERINE GAYLE
Commissioner

Not Present

MICHAEL G. TOPASNA
Commissioner



Office of the Attorney General
 Elizabeth Barrett-Anderson
 Attorney General of Guam
 Litigation Division
 590 S. Marine Corps Drive
 Tamuning, Guam 96913 • USA
 (671) 475-3324 • (671) 472-2493 (Fax)
 www.guamag.org

Attorneys for the Government of Guam



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

In the Matter of:)	ADVERSE ACTION CASE NO. 13-AA23T
VAN C. MORADA,)	
)	
Employee,)	STIPULATION FOR SETTLEMENT
)	
vs.)	
)	
DEPARTMENT OF CORRECTIONS,)	
)	
Management.)	

THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between Van C. Morada ("Employee") and the Department of Corrections ("Management"), as follows:

RECITALS

A. The Employee was terminated by the Department of Corrections effective June 26, 2013, as a result of allegations set forth in a Notice of Proposed Adverse Action served on the Employee on June 14, 2013. Employee was served a Notice of Final Adverse Action on June 26, 2013 (which is being rescinded as provided herein).

Employee filed a timely Notice of Appeal with the Civil Service Commission (“CSC”) on July 5, 2013.

- B. The parties desire to enter into this Settlement Agreement (hereinafter “Agreement”) to provide for certain arrangements in full settlement of the adverse action appeal. This Agreement sets forth all of the terms and conditions between the parties, and no other agreements or promises exist other than as set forth herein.
- C. The terms and conditions of said Agreement shall become operative upon the execution of this Agreement by the last of the parties to sign.
- D. The Agreement is conditioned upon a Judgment being issued by the CSC on all terms. If no Judgment is issued that is based on all of the terms herein, then the Agreement shall be void and the matter shall proceed as an adverse action appeal before the CSC.

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 adverse action appeal. It is the intention of the parties by the execution of this Agreement to fully, finally and completely resolve the matter between themselves as to employee’s employment status and the matters referenced in the Notice of Proposed and Final Adverse Action.
2. **Employee’s Obligation.**
 - 2.1 Employee hereby dismisses his adverse action appeal with prejudice upon the Civil Service Commission accepting this settlement and issuing a Judgment

thereon and waives his right to further appeal the adverse action or to set aside the terms of this Agreement once signed by all parties and their counsel.

2.2 In exchange for the settlement terms herein, by a signed letter of resignation that has an effective date as of June 26, 2013 the Employee shall be resign from the Department of Corrections.

2.3 Employee waives his right to reemployment to the Department of Corrections as provided in Rule 4.502 of the Personnel Rules and Regulations.

2.4 The letter of resignation shall remain in the employee's personnel jacket along with this Agreement and the Notice of Proposed Adverse Action. This Agreement, the letter of resignation, and the Judgment to be received from the CSC based on this Agreement, shall replace and supersede the Notice of Final Adverse Action, which shall be expunged after receipt of the Judgment on which this Agreement is based.

2.5 Employee shall not be entitled to any monies, benefits, compensation, or costs for the period after June 26, 2013. This Agreement does not affect any monies or benefits that accrued to employee and which were vested as of June 26, 2013.

2.6 Employee waives any and all claims, known and unknown, against Management as of the date of his signature on this Agreement.

2.7 Employee shall pay his own attorney's fees and costs associated with this matter.

3. Management's Obligation.

3.1 Management shall allow Employee to resign, retroactive to his last payroll record on or before June 26, 2013.

- 3.2 Management shall expunge the Notice of Final Adverse Action relating to this case from the Employee's personnel file after Management receives all of the following: (a) the Employee's signed letter of resignation, effective retroactively to June 26, 2013, (b) the conformed Agreement signed by all parties, and (c) the Judgment issued by CSC dismissing Employee's appeal based on the parties' Agreement.
- 3.3 Management deems the resignation of the Employee to be a good standing, with reappointment rights consistent with Rule 4.406 of the Personnel Rules and Regulations.
- 3.4 This Agreement, the Judgment from CSC based on the Agreement, and the letter of resignation shall replace and supersede the Notice of Final Adverse Action. The Agreement, the Judgment and the letter of resignation shall permanently remain in the employee's personnel file along with the Notice of Proposed Adverse Action.
- 3.5 Management and the Employee agree that the employee shall not be entitled to receive any monies, benefits and/or attorney's fees and costs under this Agreement, other than any monies vested and accrued as of June 26, 2013, if any. Employee shall bear his own attorney's fees and costs.
4. **Performance Accepted.** The parties each agree and acknowledges:
- (a) that the party accepts performance of his/her obligations specified in this Agreement as a full and complete compromise of matters involving disputed issues before the Civil Service Commission; (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 admissions by any of said parties;
(c) and that no past or present wrong doing on the part of the parties shall be implied
by such negotiations.

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.
6. **Independent Advice of Counsel.** Each party represents and declares that that party has received independent advice from its respective attorneys or representative with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing this Agreement, and/or has been advised to seek such representation and advice and has declined. Each party further represents and declares that that party has not relied upon any statement or representation by the other party or of any of its partners, agents, employecs, or attorneys in executing this Agreement or in making the settlement provided for herein, except as expressly provided for herein.
7. **Voluntary Agreement.** Each party represents and declares that that party has carefully read this Agreement, knows the contents of this Agreement, and that each party 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.

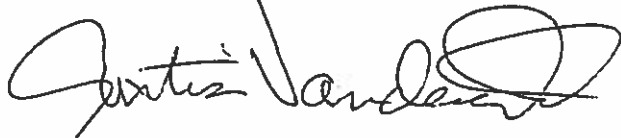

VAN C. MORADA
Employee


ALBERTO LAMORENA
Director, Department of Corrections

Date: 12/12/2016

Date: _____

APPROVED AS TO FORM AND CONTENT:



CURTIS VAN DE VELD, ESQ.
Attorney for Employee

Date: 12-12-16

Dated this 13th December 2016^{mm}
day of ~~November~~, ~~2015~~.

OFFICE OF THE ATTORNEY GENERAL
Elizabeth Barrett-Anderson, Attorney General

By: Monty R May
MONTY R. MAY
Assistant Attorney General