



BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



IN THE MATTER OF:

DAVID J. HIGHSMITH, ESQ.,

Employee,

vs.

DEPARTMENT OF LAW, OFFICE
OF THE ATTORNEY GENERAL,

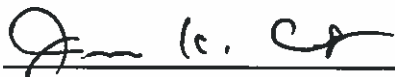
Management.

ADVERSE ACTION APPEAL
CASE NO.: 19-AA07T

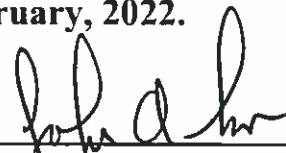
JUDGMENT OF DISMISSAL

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


SO ADJUDGED this 17th day of February, 2022.




JUAN K. CALVO
Chairman



JOHN SMITH
Vice Chairman



PRISCILLA T. TUNCAP
Commissioner



ANTHONY P. BENAVENTE
Commissioner



ROBERT C. TAITANO
Commissioner

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6 Attorney for Employee, *David J. Highsmith*

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8 CIVIL SERVICE COMMISSION
9 GOVERNMENT OF GUAM

9 IN THE MATTER OF:) ADVERSE ACTION APPEAL CASE NO. 19-AA07T
10 DAVID J. HIGHSMITH,)
11 Employee,)
12 vs.) ERRATA
13 OFFICE OF THE ATTORNEY GENERAL,)
14 Management.)
15

16 COMES NOW the undersigned counsel for Employee DAVID J. HIGHSMITH, and submits
17 this Errata to correct the scrivener's errors on the following documents submitted to the Civil Service
18 Commission:

- 19
20 (i) SETTLEMENT AGREEMENT (lodged with the Commission on Jan. 14, 2022):
21 a. On page 1, the phrase "Grievance Appeal" in the case caption portion should correctly
22 read "Adverse Action Appeal."
23 b. On Page 3, the signature of Jacqueline Taitano Terlaje omits the date, and should include
24 "December 15, 2021".
25 (ii) NOTICE OF WITHDRAWAL OF APPEAL (lodged with the Commission on Jan. 19, 2022)
26 a. On page 1, the phrase "Grievance Appeal" in the case caption portion should correctly
27 read "Adverse Action Appeal."
28

ORIGINAL

1 Employee's Counsel hereby requests that the foregoing scrivener's be accepted to correct the
2 above referenced documents without further re-submission.
3

4 RESPECTFULLY SUBMITTED on this 31st day of January, 2022.

5
6 LAW OFFICE OF
JACQUELINE TAITANO TERLAJE

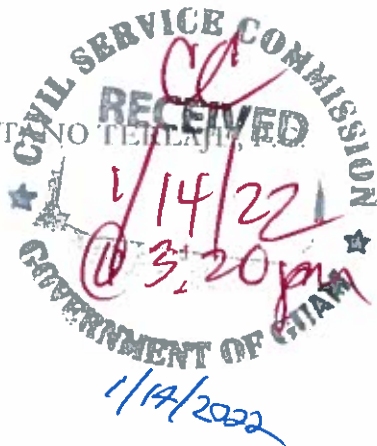
7 By:



8 JACQUELINE TAITANO TERLAJE
9 Attorney for Employee, *David J. Highsmith*

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8 Attorney for
9 *David J. Highsmith, Employee*

10 CIVIL SERVICE COMMISSION
11 Government of Guam

12 IN THE MATTER OF)

Grievance Appeal Case No. 19-AA071

13 Of)

14 DAVID J. HIGHSMITH, ESQ.,)

15 vs.)

SETTLEMENT AGREEMENT

16 OFFICE OF THE ATTORNEY)
17 GENERAL OF GUAM,)

18 Management.)

19 This stipulation and settlement is by and between David J. Highsmith (hereinafter "Employee") and
20 the Office of the Attorney General (hereinafter "Management"). Employee and Management agree that:

21 RECITALS

22 A. The Employee commenced an appeal from an Adverse Action taken against him by
23 Management that dismissed him from the classified service of the Government of Guam.

24 B. The parties enter into this settlement agreement (hereinafter "Agreement") in order to arrange
25 the full settlement and discharge of the Appeal on the terms and conditions set forth herein.

26 C. This Agreement shall become effective upon execution of this Agreement, and a separate
27 Stipulation for Voluntary Dismissal by all parties to the Civil Service Commission.
28

1 Now, therefore, for and in consideration of the mutual promises set forth herein, the parties agree
2 that:

3 1. Purpose of Agreement. Employee and Management agree and acknowledge that this
4 Agreement is a settlement and compromise of Employee's Appeal from said Adverse Action. Both parties
5 intend by the execution and performance hereof to fully, finally and completely resolve all disputes between
6 them regarding said appeal.

7 2. Employee's Obligation.

8 2.1 Employee, upon full execution by all parties of this Agreement, shall withdraw said
9 Appeal from the Civil Service Commission.

10 2.2 Employee shall resign in writing from his position as Assistant Attorney General
11 effective October 2, 2019.

12 2.3 Employee shall never again apply for employment with the Office of the Attorney
13 General.

14 3. Management's Obligation.

15 3.1 Management, upon full execution by all parties of this Agreement, shall rescind said
16 Adverse Action.

17 3.2 Management shall remove all references to said Adverse Action, including all notices,
18 responses by Employee, evidence and other pertinent material, from Employee's
19 personnel file.

20 3.3 Employee shall receive all back pay and benefits that he would have received as if the
21 Adverse Action had not occurred.

22 4. Performance Accepted. The parties agree that: (a) they will accept performance of the
23 obligations specified in this Agreement as a full and complete settlement of this Adverse Action; (b)
24 negotiations for this settlement, including statements and the exchange of information between the parties
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1 and their attorneys or representatives, shall not be considered admissions by any party; (c) neither party
2 admits fault by settling this disputed claim.

3 5. Additional Documents. The parties shall cooperate fully and shall execute any and all
4 supplementary documents and take any and all additional actions that are necessary and appropriate to give
5 full force and effect to this Agreement.

6 6. Independent Counsel. Each party has received advice from its respective attorneys or
7 representatives as to the advisability of this settlement and the execution hereof and are satisfied with said
8 advice. Both parties represent that they have not relied on any statement or representation by the other
9 party or his attorney in entering into this settlement except as provided herein. This agreement constitutes
10 the entire agreement between the parties and there are no collateral agreements, either oral or written.
11

12 7. Voluntary Agreement. The parties have carefully read this Agreement and understand its terms
13 and conditions and enter into it freely and voluntarily.

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

16 LAW OFFICE OF
17 JACQUELINE TAITANO TERLAJE, P.C.

OFFICE OF THE
ATTORNEY GENERAL OF GUAM,
LEEVIN T. CAMACHO

19 By: 
20 JACQUELINE TAITANO TERLAJE
21 Counsel for Employee

By: 
20 JAMES L. CANTO, II
21 Acting Deputy Attorney General

22
23 ACCEPTED BY EMPLOYEE:

24 
25 DAVID J. HIGHSMITH

26 _____
Date