BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS

IN THE MATTER OF:

DAVID J. HIGHSWITHT, 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

PRISCILLA T. TUNCAP
Commissioner

C(-s)ent)
ROBERT C. TAITANO
Commissioner

JOHN SMITH
Vice Chairman

ANTHONY P. BENAVENTE
Commissioner

JUDGMENT OF DISMISSAL
David J. Highsmith, Esq. vs. Department of Law; Office of the Attorney General
Adverse Action Case No.: 19-AA07T

Page 1 of 1
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Attorney for Employee, David J. Highsmith

CIVIL SERVICE COMMISSION
GOVERNMENT OF GUAM

IN THE MATTER OF:

DAVID J. HIGHSMITH,

Employee,

vs.

OFFICE OF THE ATTORNEY GENERAL,

Management.

ADVERSE ACTION APPEAL CASE NO. 19-AA07T

ERRATA

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

(i) SETTLEMENT AGREEMENT (lodged with the Commission on Jan. 14, 2022):
   a. On page 1, the phrase “Grievance Appeal” in the case caption portion should correctly read “Adverse Action Appeal.”
   b. On Page 3, the signature of Jacqueline Taitano Terlaje omits the date, and should include “December 15, 2021”.

(ii) NOTICE OF WITHDRAWAL OF APPEAL (lodged with the Commission on Jan. 19, 2022)
   a. On page 1, the phrase “Grievance Appeal” in the case caption portion should correctly read “Adverse Action Appeal.”
Employee's Counsel hereby requests that the foregoing scrivener's be accepted to correct the above referenced documents without further re-submission.

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

LAW OFFICE OF
JACQUELINE TAITANO TERLAJE

By:

JACQUELINE TAITANO TERLAJE
Attorney for Employee, David J. Highsmith
CIVIL SERVICE COMMISSION
Government of Guam

IN THE MATTER OF

Of

DAVID J. HIGHSMITH, ESQ.,

vs.

OFFICE OF THE ATTORNEY GENERAL OF GUAM,

Management.

Grievance Appeal Case No. 19-AA071

SETTLEMENT AGREEMENT

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

RECITALS

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

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

C. This Agreement shall become effective upon execution of this Agreement, and a separate Stipulation for Voluntary Dismissal by all parties to the Civil Service Commission.
Now, therefore, for and in consideration of the mutual promises set forth herein, the parties agree that:

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

2. **Employee's Obligation.**
   
   2.1 Employee, upon full execution by all parties of this Agreement, shall withdraw said Appeal from the Civil Service Commission.
   
   2.2 Employee shall resign in writing from his position as Assistant Attorney General effective October 2, 2019.
   
   2.3 Employee shall never again apply for employment with the Office of the Attorney General.

3. **Management's Obligation.**

   3.1 Management, upon full execution by all parties of this Agreement, shall rescind said Adverse Action.
   
   3.2 Management shall remove all references to said Adverse Action, including all notices, responses by Employee, evidence and other pertinent material, from Employee's personnel file.
   
   3.3 Employee shall receive all back pay and benefits that he would have received as if the Adverse Action had not occurred.

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

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

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

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

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

LAW OFFICE OF
JACQUELINE TAITANO TERLAJE, P.C.

By: JACQUELINE TAITANO TERLAJE
Counsel for Employee

OFFICE OF THE
ATTORNEY GENERAL OF GUAM
LEEVIN'T. CAMACHO

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

ACCEPTED BY EMPLOYEE:

DAVID J. HIGHSMITH

Date