



BEFORE THE  
GUAM CIVIL SERVICE COMMISSION  
BOARD OF COMMISSIONERS



IN THE MATTER OF:

JOHN PAUL SAMPSON,

Employee,

vs.

GUAM WATERWORKS  
AUTHORITY,

Management.

ADVERSE ACTION APPEAL  
CASES NO.: 21-AA07S and  
21-AA15T

JUDGMENT OF DISMISSAL

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

SO ADJUDGED this 14th day of July, 2022.

\_\_\_\_\_  
JUAN K. CALVO  
Chairman

\_\_\_\_\_  
PRISCILLA T. TUNCAP  
Commissioner

*ABSENT*  
\_\_\_\_\_  
ROBERT C. TAITANO  
Commissioner

\_\_\_\_\_  
ANTHONY P. BENAVENTE  
Vice Chairman

\_\_\_\_\_  
JOHN SMITH  
Commissioner

\_\_\_\_\_  
FRANCISCO T. GUERREO  
Commissioner



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

CIVIL SERVICE COMMISSION

06 22 2022  
 2:30 PM  
 RECEIVED  
 22-404

BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

6 **JOHN PAUL SAMPSON II**  
 7 **Employee,**

**ADVERSE ACTION APPEAL**  
**Case No. 21-AA15T & 21-AA07S**

8 **Vs.**

**STIPULATION OF SETTLEMENT**

9 **GUAM WATERWORKS AUTHORITY,**  
 10  
 11 **Management.**

12 To the Civil Service Commission of Guam and opposing Management Representative of record.

13  
 14 THIS STIPULATION OF SETTLEMENT AND AGREEMENT is by and between  
 15 JOHN PAUL SAMPSON (hereinafter "Employee") and THE GUAM WATERWORKS  
 16 AUTHORITY, (hereinafter referred to as "Management") as follows:

17 **RECITALS**

- 18 A. The Employee was RELEASED from employment in the GUAM Waterworks Authority  
 19 on May 3, 2021; and,  
 20 B. Employee commenced an Adverse Action Appeal in the Civil Service Commission; and,  
 21 C. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") in  
 22 order to provide for certain arrangements in full settlement and discharge of the Appeal  
 23 before the CSC in fair and equitable means and upon the specific terms and conditions set  
 24 forth in detail herein.  
 25 D. The terms and conditions of said Agreement shall become operative upon execution of this  
 26 Agreement.

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

COPY



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

6       **2. Employee's Obligation.**

7       2.1 Employee hereby agrees to dismiss all the Adverse Action Appeals before the  
8       Civil Service Commission and the courts of Guam with prejudice pursuant to the  
9       mutually agreeable terms of this agreement.

10      2.2 Employee agrees to resign from his position on the effective date of  
11      management's action to terminate his employment.

12      2.3 Employee agrees that he shall accept the settlement amount of \$18,750 (eighteen  
13      thousand seven hundred fifty dollars) as a complete and full compromise of all  
14      matters and forever release, acquit, and discharge GWA and its respective  
15      employees, former employees, officers, managers, agents, and successors in  
16      interest from and against any and all claims and actions connected with these  
17      appeals or the underlying adverse actions.

18      2.4 Employees acknowledge that any tax consequences of this Agreement are solely  
19      Employee's responsibility and that Management has no liability or responsibility  
20      for any tax consequences arising out of this settlement.

21      2.5 Employee acknowledges that he shall not seek re-employment with GWA in the  
22      future.

23      2.6 Employee agrees that Employee shall be responsible for all Employee's attorney  
24      fees and costs associated with Employee's appeal; if any.

25      **3. Management's Obligation.**

26      3.1 Management agrees to rescind the Final Notice of Adverse Action in lieu of its  
27      receipt of Employee's letter of resignation effective to the date of Employee's  
28      initial termination date.

29      3.2 Management agrees it shall pay to the Employee the agreed settlement amount of  
30      \$18,750 (eighteen thousand seven hundred fifty dollars) as a complete settlement  
31      and full compromise of all disputed matters in consideration of the Employee's



1 agreement to release all claims against GWA arising out of this appeal and the  
2 underlying adverse action.

3 3.3 Management agrees that there shall be no deductions or withholdings of any kind  
4 from the agreed settlement amounts.

5 3.4 Management acknowledges that Employee shall be solely liable for all income or  
6 other taxes associated with this settlement agreement.

7 4. **Performance Accepted.** The parties agree and acknowledge: (a) that it accepts  
8 performance of its obligations specified in this Agreement as a full and complete  
9 compromise of matters involving disputed issues; (b) that the negotiations for this  
10 settlement (including all statements, admissions, or communications by the parties of  
11 their attorneys or representative shall not be considered by any of said parties to be a  
12 part of this agreement); (c) and that no past or present wrongdoing on the part of the  
13 parties shall be implied by such negotiations.

14 5. **Additional Documents.** All parties agree to cooperate fully and execute any and all  
15 supplementary documents and take all additional actions that may be necessary as  
16 appropriate to give full force and effect to the basic terms and intent of this Agreement  
17 within thirty days of the effective date.

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


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

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



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**For Employee:**

  
\_\_\_\_\_  
**JOHN PAUL SAMPSON II**

Date: 06/16/2022

**For Management:**

  
\_\_\_\_\_  
**MIGUEL C. BORDALLO, P.E.**  
**GWA General Manager**

Date: 06-22-2022