

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is made and entered into on the date indicated below by and between Real Party In Interest Kevin Susuico ("Kevin") and Petitioner PORT AUTHORITY OF GUAM, ("PORT") and is an agreement whereby both parties releases and discharges all rights, claims and demands as described herein.

RECITALS

This settlement agreement arises out of: Guam Special Proceedings Case No. SP0121-13, Port Authority of Guam (Petitioner) vs. Civil Service Commission (Respondent), and Kevin J.T. Susuico (real Party in Interest); and Guam Supreme Court cases nos. CVA2014-21 and CVA17-026, with all the foregoing cases collectively referred to herein as the "Lawsuit".

A. Kevin and Port desire to amicably resolve all of their respective claims and disputes concerning any and all claims which were or might have been asserted in the Writ of Judicial Review and appeal to the Supreme Court of Guam through this settlement agreement.

B. The Port Authority Board of Directors by this agreement states the Boards intentions of winding down all litigation against and with Kevin.

C. Accordingly, it is the intention of the parties, by and through this settlement agreement ("settlement agreement"), to mutually release and forever discharge one another of and from any and all legal liability, obligations and consequences arising out of or related to issues that were raised or might have been raised in said Writ of Judicial Review and appeal to the Supreme Court of Guam, whether currently known or unknown.

D. Kevin and Port agree to end all litigation in this matter and for a Settlement agreement upon the following conditions:

- i. Kevin agrees to dismiss both his Rule 22 Motion in front of the Guam Supreme Court and his Rule 54 Motion in front of the Superior Court of Guam;
- ii. The PORT agrees to pay Kevin:
 - a. \$99,000.16 in back wages owing from date of termination to June 27, 2015;
 - b. From the back pay the Port shall deduct Kevin's share of retirement, Medicare and all applicable taxes and withholding amounts. Said amount shall be called Kevin's net take home pay.
 - c. \$5,140.20 in annual leave minus any applicable taxes;
 - d. Government contribution to retirement in the amount of \$26,437.93;

- e. Kevin's share of retirement in the amount of \$4,950.41 to retirement;
- f. All Medicare owed shall be deducted from Kevin's Salary and the Port shall provide to the Federal Government ;
- g. All unused sick leave will be credited and given to Kevin in the amount of 260 hours from 2013 through 2015, additional sick leave is also owed for the years 2011-2012;
- iii. The Port agrees to pay Kevin Interest from 6/27/2015 at the rate of 6% per annum. This shall be paid on Kevin's take home pay plus chased out annual leave minus applicable taxes for a period of 4.3 years.
- iv. Kevin agrees that \$10,000.00 of the interest shall be waived if and only if payment of all benefits, costs, and Attorney fees is made within 30 days of the signing of this agreement, otherwise the Port owes the \$10,000.00 in interest plus all other outstanding interest;
- v. Kevin shall receive for on time payment by the Port a total amount due plus all money provided directly to Government of Guam retirement and Medicare.
- vi. The Port agrees to pay Kevin's Attorney Fees and Costs in the amount of \$72,200.00 to be paid directly to the Law Office of Gumataotao & Pole, PC.
- vii. The Port agrees to restore all of sick leave owed for the period of Two Years, Five Months and Two weeks;
- viii. The Port agrees to make all payment within 30 days of this Settlement being signed.
- ix. Kevin agrees to resign from the Port;
- x. Port agrees that Kevin resigns in good standing from the Port;
- xi. All sick leave and retirement shall be transferred to his current position with the Government of Guam;
- xii. The Port will credit Kevin with two years, five months, and two weeks of government service, in addition to the government service he earned before the adverse action, and said time shall count for purposes of retirement, sick leave, benefits, and accrual of annual leave;
- xiii. This is meant to be a full and final release of all claims by the parties;
- xiv. Notwithstanding this settlement the Superior Court of Guam retains jurisdiction to enforce this settlement agreement;
- xv. If the Port does not make full payment within 30 days of this settlement agreement that Kevin may issue and Order to Show Cause in SP0121-13 or as required to enforce this matter and shall be entitled to reasonable attorney fees, interest until judgment is paid in full;

RELEASE

FOR AND IN CONSIDERATION OF the release and discharge of their respective claims against each other, and obligations of Section C of the Settlement agreement the Port and Kevin, on behalf of themselves and each of their respective, successors and

assigns (hereinafter collectively referred to as "Releasors") hereby mutually release any and all Claims and forever discharge one another, together with each of their respective employees, agents, spouses, heirs, executors, administrators, directors, officers, insurers, successors and assigns as well as all other persons or entities (collectively "Releasees") of and from any and all legal liability, Claims, obligations, demands, damages, actions and causes of action of every kind, arising out of or in any way connected with their employment relationship to date, including without limitation, those claims which were raised or might have been raised in the Lawsuit, whether currently known or unknown.

IN FURTHER CONSIDERATION of the above-mentioned sum, Releasors and each of them agree and acknowledge as follows:

1. It is agreed that this Release shall be governed by, construed, and enforced in accordance with the laws of the Territory of Guam.

2. There is a risk that subsequent to the execution of this Release, Releasors, or either one of them, will incur or suffer monetary or other loss, damage, or any of these, which are in some way caused by or related to the Lawsuit, the Underlying Action or the claims and demands contained therein, but which are unknown and unanticipated at the time this Release is signed. Further, there is a risk that the damage and/or loss presently known may be or may become more extensive than either or both of the Releasors now knows, expects, or anticipates.

3. Releasors shall each assume the above-mentioned risks, and this Release shall apply to all unknown or unanticipated events or results of the civil proceedings described above as well as those known and anticipated, and Releasors hereby waive any and all rights under Title 18 Guam Code Annotated Section 82602, and any similar law of any state or territory of the United States or of any foreign nation. Said section, which has been fully explained to Releasors, provide as follows:

Section 82602. Certain claims unaffected by general release.

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

4. The mutual exchange of consideration expressed herein is the entire and only pecuniary consideration for this Release, and, unless specifically attended to in this settlement agreement, Releasors shall each be responsible for the payment of any of their respective attorneys' fees, costs, legal expenses, and any income taxes, personal or otherwise.

5. It is stipulated and acknowledged that each party hereto has read and understands the meaning of each term of this Release, that this Release and this settlement are made without duress or undue influence of any kind, and that each Releasor is aware of the right, and has had a full and fair opportunity, to consult with legal counsel or seek legal advice in negotiating, executing and understanding the legal effect of this Release.

6. It is intended by Releasors and by Releasees, and each of them, that this Release shall be complete and shall not be subject to any claim of mistake of fact or law by Releasors. This Release has been carefully reviewed by all parties, each of whom has had an opportunity to participate in the drafting of this Release by making changes, additions, or deletions. This Release expresses a full and complete settlement of liability claimed and denied as against the respective Releasees. Other than what is specifically stated in this Release, no other promises of any kind have been made by any party to this Release, and regardless of the adequacy or inadequacy of the consideration exchanged, this Release is intended to avoid litigation and to be final and complete in full.

7. This Release and the settlement contained herein is intended to, and Releasors warrant that it will, dispose of all liability of Releasees, and each of them, to Releasors relating in any way to the Lawsuit and the Underlying Action; and both parties hereby agree and covenant that they will not bring suit against each other with respect to Claims within the scope of this release, except for the limited purpose of enforcing the express terms of this Release.

8. The RECITALS stated herein are part and parcel of this Release and settlement agreement; and they accurately express the Claims and intentions of the parties hereto.

9. It is agreed and stipulated by the parties to this Release that the consideration for this Release is a fair and reasonable settlement, and that this Release and this settlement are made in good faith.

10. Should either party bring suit in court to enforce any of the terms of this Release, it is agreed that the prevailing party will be entitled to reasonable attorney fees and costs. Notwithstanding paragraph 12 below any party who has to enforce this agreement may show such parts of the agreement necessary to enforce said agreement.

11. Both Kevin AND the Port warrant that they will not disclose to any third party, directly or indirectly, any term or provision of this mutual Settlement Agreement or the substance of the negotiations preceding the execution of this Settlement Agreement, except that the Releasors may disclose the terms of the settlement agreement as required by law or as necessary to releasers, Board of Directors, Guam Retirement

Fund, Department of Revenue and Taxation, For Employment purposes, attorney, accountant, or insurance company if applicable.

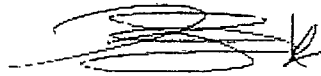
12. Releasors warrants that this Settlement Agreement and any uncertainty or ambiguity shall not be construed against or in favor of either Kevin or Port, but will be construed as if the Settlement Agreement was jointly prepared.

Initial:
Initial:

SO AGREED: PAGE SIX OF SEVEN

Kevin:

Dated: 10/28/19, 2019



Kevin J.T. Susuico

PORT:

Dated: 10/25, 2019

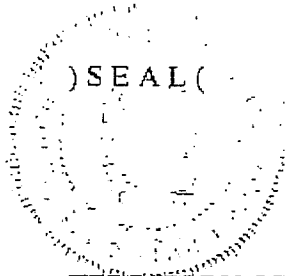
Romy Respicio
Romy J. Respicio / PORT GM
REPRESENTATIVE FOR
PORT AUTHORITY OF GUAM

ACKNOWLEDGEMENTS

GUAM, U.S.A.)
CITY OF HAGATNA) ss:

On this 28th day of ~~SEPTEMBER~~ ^{October}, 2019 before me, a Notary Public in and for Guam, personally appeared **KEVIN J.T. SUSUICO**, known to me to be the person whose name is subscribed to the foregoing **MUTUAL RELEASE OF ALL CLAIMS** and acknowledged to me that he executed the same as her/his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above-written.





NOTARY PUBLIC

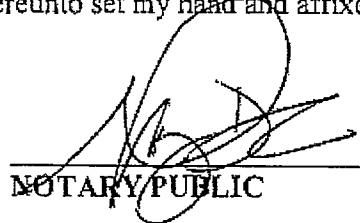
JOSEPHINE DOLORES CAMACHO GARCIA
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **AUG. 11 2021**
P.O. Box 3983 Hagatna, Guam 96932

TERRITORY OF GUAM)
VILLAGE OF HAGATNA) ss:

On this 25th day of ~~September~~ ^{October} 2019, before me, a Notary Public in and for Guam, personally appear **A DULY AUTHORIZED REPRESENTATIVE FOR THE PORT AUHTOIRTY OF GUAM**, whose name is subscribed to the foregoing **MUTUAL RELEASE OF ALL CLAIMS** and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above-written.

) SEAL (



NOTARY PUBLIC

MICHAEL D. WEAKLEY
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **September 12, 2021**
278 S. Marine Corps Drive Ste 105, Tumaling, GU 96913

Initial:
Initial: