

SHERMAN S. STARTZ v. DEPARTMENT OF THE ARMY

Docket # SF-1221-23-0258-W-1

REPONSE TO JURISDICTION ORDER / MAPS

Summary Page

Case Title : SHERMAN S. STARTZ v. DEPARTMENT OF THE ARMY

Docket Number : SF-1221-23-0258-W-1

Pleading Title : REPONSE TO JURISDICTION ORDER / MAPS

Filer's Name : Sherman S. Startz

Filer's Pleading Role : Appellant

Details about the supporting documentation

#	Title/ Description	Mode of Delivery
1	ATTACHMENT 1 MAPS AGREEMENT	Uploaded
2	ATTACHMENT 2 AGENCY INVITATION EMAILS	Uploaded

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SHERMAN S. STARTZ v. DEPARTMENT OF THE ARMY

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REPOSE TO JURISDICTION ORDER / MAPS

Online Interview

1. Would you like to enter the text online or upload a file containing the pleading?

See attached pleading text document

2. Does your pleading assert facts that you know from your personal knowledge?

Yes

3. Do you declare, under penalty of perjury, that the facts stated in this pleading are true and correct?

Yes

RESPONSE TO ORDER JURISDICTION MAPS AGREEMENT

Come now, On this day **PRO SE Appellant SHERMAN SHELBY STARTZ** appear with a Pleading "RESPONSE TO ORDER JURISDICTION MAPS AGREEMENT" in the Appeal, SF -1221-23-0258-W-1 SHERMAN S STARTZ VS THE UNITED STATES ARMY.

MERIT

Upon review of the Honorable Administrative Judge Michael Shachat "ORDER of Jurisdiction" **PRO SE Appellant SHERMAN SHELBY STARTZ** and considering the immediate and long term benefits; a decision to accept the MAPS approach to resolve and remediation has been made.

Attached is my Agreement to Mediate. I have also extended this invitation to the Agency.

CLOSING AND PRAYER

PRO SE Appellant SHERMAN SHELBY STARTZ ask the Court to accept this as a demonstration to work collaboratively toward resolve. **PRO SE Appellant SHERMAN SHELBY STARTZ** Prays for immediate relief.

As stated in 28 U.S Code 1746 Unsworn Declaration Under Penalty of Perjury

Wherever, under any law of the United States or under any rule, regulation, order, or requirement made pursuant to law, any matter is required or permitted to be supported, evidenced, established, or proved by the sworn declaration, verification, certificate, statement, oath, or affidavit, in writing of the person making the same (other than a deposition, or an oath of office, or an oath required to be taken before a specified official other than a notary public), such matter may, with like force and effect, be supported, evidenced, established, or proved by the unsworn declaration, certificate, verification, or statement, in writing of such person which is subscribed by him, as true under penalty of perjury, and dated, in substantially the following form:

*(1) If executed without the United States: "I, **SHERMAN SHELBY STARTZ**, declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.*

Executed on (5-15-2023). Sherman Shelby Startz

(2) If executed within the United States, its territories, possessions, or commonwealths: "I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct.

Executed on (5-15-2023).

Sherman Shelby Startz



U.S. MERIT SYSTEMS PROTECTION BOARD

Office of Regional Operations
1615 M Street, NW
Washington, DC 20419

E-Mail: regionaloperations@mspb.gov

Mediation Appeals Program

Agreement to Mediate

Case Name: _____ v. _____

MSPB Docket No.: _____

The undersigned agree to engage in mediation in an effort to resolve issues raised before the U.S. Merit Systems Protection Board (MSPB).

1. **Voluntariness:** The parties voluntarily agree to mediate. The parties understand that mediation may be terminated at any time by either party or by the mediator.
2. **Timeliness:** The parties recognize mediation is intended to be an expeditious process which should normally be completed within 60 days of signing this Agreement to Mediate. The parties and participants, including settlement authorities, agree to make themselves available to mediate the case and conclude the process and any settlement agreement without delay. The mediator may cancel or terminate any mediation that cannot be scheduled or completed in a timely manner. Although MSPB cannot guarantee the mediation will occur as the parties request, to facilitate this process, the parties provide the following information:

Dates within the next 30 days when available for the mediation:

Appellant: _____

Agency: _____

Preferred method(s) for mediation:

In Person

Video/Web Conferencing

Telephonic

3. **Neutrality of MSPB Mediators:** The parties understand that the mediator has no authority to decide the case and is not acting as an advocate or attorney for any party.
4. **Role of Mediator as Facilitator:** The parties understand that the mediator acts as a facilitator to help the parties reach their own settlement on mutually acceptable terms. The mediator will not make decisions about "right" or "wrong" or tell the parties what to do.
5. **Right to Representation:** The parties understand that they have a right to have a representative assist them during the mediation process.

6. **Agreement Not to Subpoena and Nondisclosure:** The participants, including nonparties, agree not to subpoena the mediator, any observer, or any documents prepared by or submitted to the mediator. The mediator will not voluntarily testify on behalf of any participant, disclose communications of the participants, or submit any type of report in connection with the merits of this mediation. The mediator's non-disclosure will not extend to violations of the law for which confidentiality cannot be assured.
7. **Confidentiality during Mediation Session:** It is understood that for mediation to work, open and honest communications are essential. Accordingly, the participants, including nonparties, agree to keep all written and oral communications, negotiations, and statements made during mediation confidential. The participants will not voluntarily testify or disclose communications made by the participants during the joint sessions of the mediation. The participants' nondisclosure will not extend to violations of the law for which confidentiality cannot be assured.
8. **Legal Obligations, Settlement Agreement and Enforcement of Terms:** No party shall be bound by anything said or done at the mediation unless a settlement is reached and executed by all necessary parties. The parties fully understand, acknowledge, and agree that if a fully executed settlement agreement is reached because of this mediation, they may request MSPB enter the settlement agreement into the record for purposes of future enforcement. MSPB's requirements for entry of a settlement into the record must be met before the agreement can be accepted.
9. **No Recording Mediation Sessions:** The participants agree mediation sessions will not be recorded, and no transcripts will be produced of mediation sessions.
10. **Acknowledgment, Understanding, and Agreement:** By signature below, we acknowledge we have read, understand, and agree to the terms of this Agreement.

Appellant:	_____	Date: _____
Appellant's Representative:	_____	Date: _____
Other Appellant Participant:	_____	Date: _____
Agency Representative:	_____	Date: _____
Agency Settlement Authority:	_____	Date: _____
Other Agency Participant:	_____	Date: _____

shelbystartz@outlook.com

From: Sherman Startz
Sent: Sunday, May 14, 2023 1:22 PM
To: Smith, Gwendolyn L CIV (USA)
Cc: MSPB@mspb.gov
Subject: CAUSE :SF-1221-23-0258-W-1 MEDIATION AGREEMENT
Attachments: Mediation_form signed.pdf

Please find Appellant Pro Se SHERMAN SHELBY STARTZ Mediation Form "MAPS" Agreement to Mediate.

Respectfully

Sherman Shelby Startz; SMS
907-231-9270

["Safety does not happen by accident, make it a safe day!"](#)

From: Sherman Startz
Sent: Sunday, May 14, 2023 9:01 AM
To: Smith, Gwendolyn L CIV (USA)
Cc: MSPB@mspb.gov
Subject: Case -- SF-1221-23-0258-W-1

TO: Ms. Gwendolyn L. Smith; Esq.
Fort Wainwright Law Center
ATTN: APVR-WJA (Labor Law)
1046 Marks Road #5700
Fort Wainwright, Alaska 99703-5700
Gwendolyn.L.smith8.civ@army.mil
(907) 353-6546

From: Sherman Shelby Startz, PRO SE
116 Kelsan Way
Fairbanks, Alaska 99709
shelbystartz@outlook.com
(907) 231-9270

SUBJECT : Schedule Settlement Discussion and Arbitration (MAPS) Discussion

Dear Gwendolyn L. Smith; Esq.

I would like to avail myself to have the Ordered Discussion on Wednesday 5-18-2023 anytime during the day is fine and open to your availability. I am also available Thursday 5-19-2023 between 0800 and 1000.

Please let me know specifically what time works best for you and the most preferred method of communications.

Lastly, please feel free to send your response in the form of an Calendar invite (ideally sometime within the windows of time I have presented and I will reply. If by chance these time are not convenient please let me know.

Respectfully
Sherman Shelby Startz; SMS
907-231-9270

Certificate Of Service

e-Appeal has handled service of the assembled pleading to MSPB and all of the Parties.

Following is the list of the Parties in the case:

Name & Address	Documents	Method of Service
MSPB: Western Regional Office	REPONSE TO JURISDICTION ORDER / MAPS	e-Appeal / e-Mail
Gwendolyn L. Smith, Esq. Agency Representative	REPONSE TO JURISDICTION ORDER / MAPS	e-Appeal / e-Mail
Pacific Region Agency Representative	REPONSE TO JURISDICTION ORDER / MAPS	e-Appeal / e-Mail