



M&C Fwd: Civil Service Commission Judgments; Meeting of January 21, 2020

1 message

Thu, Jan 23, 2020 at 10:06 AM

Speaker's Office <speaker@guamlegislature.org>
To: Clerks Office <clerks@guamlegislature.org>
Cc: Rennae Meno <rennae@guamlegislature.org>
Bcc: Tina Muna Barnes <tinamunabarnes@gmail.com>

01-22-20	4:45 PM	01-21-20	Judgments executed by the Civil Service Commission in its meeting of January 21, 2020.*	Civil Service Commission	35GL-20-1434
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Sinsiru yan Minagâhet,
Office of the Speaker • Tina Rose Muña Barnes
Committee on Public Accountability, Human Resources & the Guam Buildup
35th Guam Legislature
I Mina'trentai Singko na Liheslaturan Guahan
Guam Congress Building | 163 Chalan Santo Papa | Hagatna, GU 96910
T: (671) 477-2520 |
speaker@guamlegislature.org

35GL-20-1434
Speaker Tina Rose Muña Barnes

JAN 22 2020
Time 4:45 () AM () PM
Received By: Bla-

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Guam: pribilehu yan konfidenzial este siha na mensahi. Solo espesialmente para hâgu ma entensiofia pat ma arunsa para unrisibu. Sen prubidu kumu ti un ma arunsa para manribisa, na'setbe, pat mandespatâha. Yanggen laci' risisibu-mu nu este na mensahi, per falot ago' guaru gi i numa'nyuyong gi as speaker@guamlegislature.org yan despues distrota: todû siha i kopian mensahi. Si Yu'os ma'âse'.

----- Forwarded message -----

From: Office of Senator Shelton Guam Legislature <officeofsenatorshelton@guamlegislature.org>
Date: Wed, Jan 22, 2020 at 4:45 PM
Subject: Fwd: Civil Service Commission Judgments; Meeting of January 21, 2020
To: Speaker's Office <speaker@guamlegislature.org>

Good afternoon Speaker Barnes:

Forwarding for your information.

Regards.

Evelyn Claros

----- Forwarded message -----

From: Susan Corbin <susan.corbin@csc.guam.gov>
Date: Wed, Jan 22, 2020 at 3:13 PM
Subject: Civil Service Commission Judgments; Meeting of January 21, 2020
To: Office of Senator Shelton Guam Legislature <officeofsenatorshelton@guamlegislature.org>

Hafa Adai Senator Shelton: Please find attached the judgments executed by the Civil Service Commission in its meeting of January 21, 2020. This is mandated under 4 GCA, Section 4403. Thank you.

Si Yu'os Ma'âsé
Susan Corbin
Legal Secretary
Civil Service Commission
Tel: 647-1855



Si Yu'os Ma'âse,
Office of the People • Senator Amanda L. Shelton
Legislative Secretary & Chairwoman of the Committee on Higher Education and the Advancement of Women, Youth, and Senior Citizens
35th Guam Legislature
I Mina'trentai Singko na Liheslaturan Guahan
Guam Congress Building
163 Chalan Santo Papa
Hagatna, GU 96910
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officeofsenatorshelton@guamlegislature.org

3 attachments

- Roland Remotigue; CSC 19-AA08T and 19-AA10S (1-21-20).pdf 106K
- Constance Quintanilla vs. Dept of Rev & Tax; CSC CY97-EA03 SP (1-21-20).pdf 63K
- Mark Aguon vs. Dept of Agriculture-CSC20-AA01D (1-21-20).pdf 107K

2020 JAN 23 AM 11:09



BEFORE THE
 GUAM CIVIL SERVICE COMMISSION
 BOARD OF COMMISSIONERS



IN THE MATTER OF:

ROLAND REMOTIGUE,

Employee,

vs.

GUAM MEMORIAL HOSPITAL
 AUTHORITY,

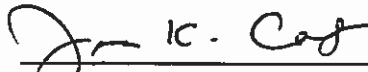
Management.

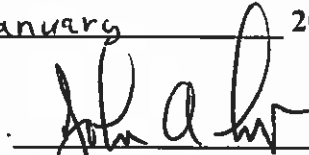
ADVERSE ACTION APPEAL
 CASES NO.: 19-AA08T and
 19-AA10S

JUDGMENT OF DISMISSAL

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


SO ADJUDGED THIS 21st Friday day of January 2020.


 JUAN K. CALVO
 Chairman


 JOHN SMITH
 Vice Chairman


 PRISCILLA T. TUNCAP
 Commissioner

(absent)
 EMILIA F. RICE
 Commissioner


 ANTHONY P. BENAVENTE
 Commissioner

JUDGMENT OF DISMISSAL

Roland Remotigue vs. Guam Memorial Hospital Authority
 Adverse Action Cases No.: 19-AA08T and 19-AA10S

Page 1

1 SUZANE P. SANTIAGO-HINKLE, ESQ.
2 LAW OFFICES OF MINAKSHI V. HEMLANI, P.C.
3 Suite C-312 OP Plaza, 285 Farenholt Ave.
4 Tamuning, Guam 96913
5 Tel No.: (671) 588-2030 Fax No.: (671) 649-2030
6 sshinkle@mvhlaw.net

7 Counsel for Management Guam Memorial Hospital Authority



8 **BEFORE THE CIVIL SERVICE COMMISSION**
9 **GOVERNMENT OF GUAM**

10 IN THE MATTER OF

11 ROLAND REMOTIGUE,

12 Employee,

13 vs.

14 GUAM MEMORIAL HOSPITAL AUTHORITY,

15 Management.

ADVERSE ACTION APPEAL
CASE NOS: 19-AA08T and 19-AA10S

STIPULATION OF DISMISSAL AND
AGREEMENT

16 TO: THE CIVIL SERVICE COMMISSION OF GUAM

17 This stipulation of dismissal and agreement, is by and between ROLAND REMOTIGUE
18 (hereinafter "Employee") and GUAM MEMORIAL HOSPITAL AUTHORITY (hereinafter
19 referred to as "Management") as follows:

20 **RECITALS**

- 21 A. The Employee commenced two adverse action appeals against Management in Adverse
22 Action Appeal Case Nos. 19-AA08T and 19-AA10S, regarding a Notice of Proposed
23 Adverse Action that suspended him for ten (10) days, without pay, from November 6-18,
24 2019 and a Final Notice of Adverse Action that terminated him from employment with
25 Management.
26 B. The parties desire to enter into this Dismissal and Settlement Agreement (hereinafter
27 "Agreement") to provide for certain arrangements in full settlement and discharge of the
28 adverse action appeals and upon the terms and conditions set forth herein.

1 C. The terms and conditions of said Agreement shall become operative upon execution of this
2 Agreement.

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

5 1. **Purpose of the Agreement.** Employee and Management acknowledge and agree that this
6 Agreement is a Settlement of the above-captioned matters, in the manner more specifically
7 set forth in the terms of this Agreement that follow.

8 2. **Employee's obligation.** Employee shall withdraw both appeals for suspension and
9 termination from the Civil Service Commission and request that the Commission dismiss
10 the Adverse Action Appeal Case Nos.19-AA08T and 19-AA10S with prejudice.

11 a. Employee agrees to submit a Letter of Resignation effective November 19, 2019,
12 upon execution of this Agreement.

13 b. Employee agrees not to seek re-employment with Management or employment with
14 any other agency within the Government of Guam pursuant to 4 GCA § 4203.3.

15 3. **Management's Obligation.**

16 a. Management agrees to accept Employee's Letter of Resignation effective November
17 19, 2019.

18 b. Management agrees to compensate Employee for five (5) of the days he was
19 suspended.

20 c. Management shall rescind and expunge its Notice of Proposed Adverse Action
21 (GMHA 20-002) that suspended Employee for ten (10) days, without pay, from
22 November 6-18, 2019.

23 d. Management shall rescind and expunge its Notice of Final Adverse Action (GMHA
24 20-002) that terminated Employee from employment with Management as a Data
25 Control Clerk I.

26 4. **Performance Accepted.** The parties agree and acknowledges that they accept performance
27 of their respective obligations specified in this Agreement as a full and complete settlement
28 of matters involving disputed issues.

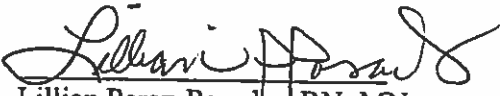
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- 5. **Additional Documents.** All parties agree to cooperate fully and execute any and all supplementary documents and take all additional actions that may be necessary as appropriate to give full force and effect to the basic terms and intent of this Agreement.
- 6. **Independent Advice of Counsel.** Each party represents and declares that it has carefully read this Agreement, that it knows the contents of this Agreement, and that it has signed the same freely and voluntarily.
- 7. **Attorney's Fees and Costs.** All parties agree to bear their respective costs and attorney's fees.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Employee:

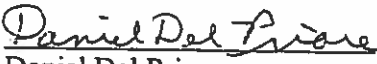

Roland Remotigue

Management GMHA:



Lillian Perez-Posadas, RN, MN
Hospital Administrator/CEO

Date: 1/8/20

Date: JAN. 9, 2020

For Employee:


Daniel Del Priore
GFT Lay Representative

For Management:


Suzane P. Santiago-Hinkle, Esq.
Law Offices of Minakshi V. Hemlani, P.C.

Date: 8 Jan. 2020

Date: 01/09/2020



BEFORE THE
 GUAM CIVIL SERVICE COMMISSION
 BOARD OF COMMISSIONERS



IN THE MATTER OF:

CONSTANCE S. QUINTANILLA,

employee,

vs.

DEPARTMENT OF REVENUE AND
 TAXATION,

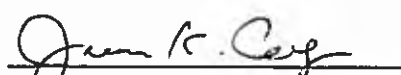
Management.

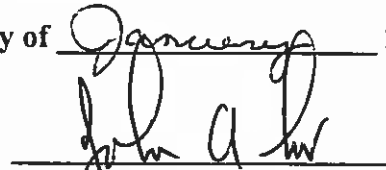
ADVERSE ACTION APPEAL
 CASE NO.: CY97-EA03 SP

JUDGMENT OF DISMISSAL

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the signed Satisfaction of Judgment, attached hereto.


SO ADJUDGED THIS 21 day of January 2020.


 JUAN K. CALVO
 Chairman


 JOHN SMITH
 Vice Chairman


 PRISCILLA T. TUNCAP
 Commissioner

(absent)
 EMILIA F. RICE
 Commissioner


 ANTHONY P. BENAVENTE
 Commissioner

JUDGMENT OF DISMISSAL

Constance S. Quintanilla vs. Department of Revenue & Taxation
 Adverse Action Case No.: CY97-EA03 SP

Page 1

1 SOMERFLECK & ASSOCIATES, PLLC
866 Rte. 7, Nelson Bldg. #102
2 Maina, Guam 96932
Telephone No.: (671) 477-8020
3 Facsimile No.: (671) 477-8019

4 *Counsel for Employee*



5
6
7 **BEFORE THE CIVIL SERVICE COMMISSION
OF GUAM**

9 **In the Matter of:**

10 **CONSTANCE S. QUINTANILLA,**

11 *Employee,*

12 *vs.*

13 **DEPARTMENT OF REVENUE AND
14 TAXATION,**

15 *Management.*

ADVERSE ACTION APPEAL
CASE NO.:

CY97-EA03

SATISFACTION OF JUDGMENT

16
17 **WHEREAS,** Judgment was recovered by Plaintiff and against Defendant in the above-
18 entitled action for the sum of \$28,817.00;

19 **WHEREAS,** full judgment has been fully paid to Plaintiff;

20 **NOW THEREFORE,** satisfaction of said judgment is hereby acknowledged and is hereby
21 authorized and directed to enter same.

22 **DATED** this 6 day of **January, 2020.**


23 **SOMERFLECK & ASSOCIATES, PLLC**
Attorneys for Plaintiff.

24
25
26 By:



DANIEL S. SOMERFLECK ESQ

4 THIS SATISFACTION OF JUDGMENT is hereby entered accordingly this ____ day
5 of January, 2020.
6

7 *Appoint for sign*
8 AS advised By: 
9 *by Eric Miller* Daniel D. Leon Guerrero
10 Executive Director
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**BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS**



IN THE MATTER OF:

MARK AGUON,

Employee,

vs.

DEPARTMENT OF AGRICULTURE,

Management.

**ADVERSE ACTION APPEAL
CASE NO.: 20-AA01D**

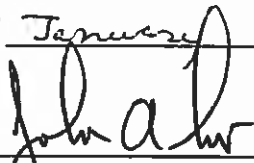
JUDGMENT OF DISMISSAL

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

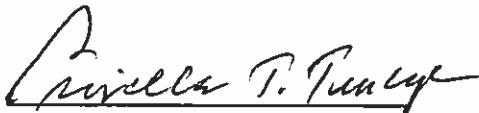
SO ADJUDGED THIS 21 **day of** January **2020.**



JUAN K. CALVO
Chairman




JOHN SMITH
Vice Chairman



PRISCILLA T. TUNCAP
Commissioner

(absent)

EMILIA F. RICE
Commissioner



ANTHONY P. BENAVENTE
Commissioner

JUDGMENT OF DISMISSAL
Mark Aguon vs. Department of Agriculture
Adverse Action Case No.: 20-AA01D



1 DANIEL R. DEL PRIORE
2 Employee Lay Representative
3 Ph: (671) 735-4390
4 Fax: (671) 734-8085
5 E-mail: daniel@gftunion.com

6 **BEFORE THE GUAM CIVIL SERVICE COMMISSION**

7 IN THE MATTER OF) ADVERSE ACTION APPEAL
8 Mark Aguon) CASE NO. 20-AA01D
9 Employee,)
10 vs.) SETTLEMENT STIPULATION
11 THE GUAM DEPARTMENT OF)
12 AGRICULTURE)
13 Management.)

14
15 THIS STIPULATION OF SETTLEMENT is by and between Mark Aguon
16 (“Employee”) and GUAM DEPARTMENT OF AGRICULTURE (“Management”) as
17 follows:

18 **RECITALS**

- 19
20 A. The Employee commenced an appeal against Management in the Civil Service
21 Commission bearing Adverse Action Appeal Case No. 20-AA01D. The Employee
22 appealed Management’s issuance of a Final Notice of Adverse Action issued which
23 resulted in a Demotion.
24
25 B. The parties desire to enter into this Settlement Agreement (hereinafter “Agreement”)
26 to provide for certain arrangements in full settlement and discharge of the Appeal
27 and upon the terms and conditions set forth herein.
28
29 C. The terms and conditions of said Agreement shall become operative upon the
30 execution of this Agreement by the last of the parties to sign.

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

COPY

1 **1. Purpose of Agreement.** Employee and Management acknowledge and
2 agree that this Agreement is a settlement and compromise of the referenced
3 matters. It is the intention of the parties by the execution of this Agreement
4 to fully, finally and completely resolve this adverse action appeal, in the
5 manner more specifically set forth in the terms of this Agreement that follow.

6 **2. Employee's Obligation.**

7 2.1. Employee shall immediately withdraw the Appeal from the Civil
8 Service Commission and request the Commission dismiss the Appeal
9 with prejudice.

10 2.2. Employee agrees to take Terminal Leave starting February 02, 2020 to
11 May 9th, 2020; such that his last physical day at work will be January
12 31st, 2020. The Employee will submit his retirement paperwork the
13 week of 13 January, 2020; with an effective last day of May 9th, 2020;
14 so as to allow him to utilize existing Leave.

15 2.3. Employee shall pay his own attorney's fees and costs, as applicable.

16 **3. Management's Obligation.**

17 3.1 Management shall completely void and expunge the Demotion of the
18 Employee; with full benefits restored to him as if the demotion had
19 never occurred, upon signing and acceptance by the Commission of
20 this settlement agreement.

21 3.2 Management agrees to immediately place Employee to his previous
22 rate/pay that he held upon receiving his Final Notice of Adverse
23 Action.

24 3.3 Management agrees that the Employee shall be entitled to all back pay
25 and benefits, as if the demotion had never occurred.

26 **4. Performance Accepted.** The parties each agree and acknowledge: (a) that
27 the party accepts performance of its obligations specific in this Agreement as
28 a full and complete compromise of matters involving disputed issues before
29 the Civil Service Commission; (b) that the negotiations for this settlement
30 (including all statements, admissions or communications) by the parties or
31
32

1 their attorneys or representative shall not be considered admissions by any of
2 said parties; (c) and that no past or present wrong doing on the part of the
3 parties shall be implied by such negotiations.

4
5 5. **Additional Documents.** All parties agree to cooperate fully and execute any
6 and all supplementary documents and take all additional actions that may be
7 necessary as appropriate to give full force and effect to the terms and intent
8 of this Agreement within thirty (30) days of the Commission's approval of
9 this agreement evidenced by the signing of its judgment.

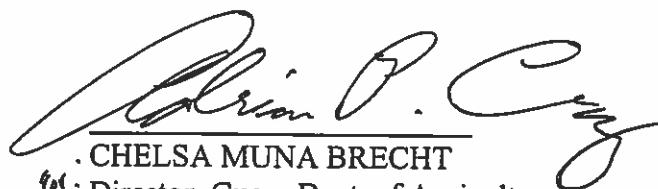
10 6. **Independent Advice of Counsel.** Each party represents and declares it has
11 received independent advice from its respective attorneys or representative
12 with respect to the advisability of making the settlement provided for herein
13 and with respect to the advisability of executing this Agreement. Each party
14 further represents and declares that it has not relied upon any statement or
15 representation by the other party or of any of its partners, agents, employees,
16 or attorneys in executing this Agreement or in making the settlement
17 provided for herein, except as expressly provided for herein.

18 7. **Voluntary Agreement.** Each party represents and declares that it has
19 carefully read this Agreement, knows the contents of this Agreement, and
20 that each party has signed the same freely and voluntarily.

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

23
24 

25 MARK AGUON
26 Employee

27 

28 CHELSA MUNA BRECHT
29 for Director, Guam Dept. of Agriculture
30 Adrian Cruz, Dep. Dir.

31 Date: 13 Jan 2020

32 Date: 1-13-20