BEFORE THE GUAM CIVIL SERVICE COMMISSION

BOARD OF COMMISSIONERS

GCH 34-17-127

IN THE MATTER OF:

NORMA I. FLORES,

Employee,

vs.

DEPARTMENT OF YOUTH AFFAIRS,

Management.

EEO APPEAL
CASE NO. 11-EEO-01 SP

JUDGMENT OF DISMISSAL

2017 JAN 27 PM 3:07

Speaker Benjamin J.F. Cruz

JAN 27 2017

Time: 2:35 () AM (X) PM File No.

Received By:

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

SO ADJUDGED THIS 26th DAY OF January 2017.

EDITH PANGELINAN
Chairperson

LOURDES HONGYEE
Vice-Chairperson

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

not present

CATHERINE GAYLE
Commissioner

MICHAEL G. TOPASNA
Commissioner

Office of the People
Senator Régine Biscoe Lee
Legislative Secretary
Date/Time: 1-27-17 @ 10:40
Initials:

ORIGINAL

SOMERFLECK & ASSOCIATES, PLLC
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Maina, Guam 96932
Telephone No.: (671) 477-8020
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Counsel for Employee.

CIVIL SERVICE COMMISSION
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JAN 10 2017
GOVERNMENT OF GUAM

Before The Civil Service Commission
Government of Guam

IN THE MATTER OF:	**EEO APPEAL**
	CASE NO.: 11-EEO-01 SP
NORMA I. FLORES,	
Employee,	**STIPULATION OF SETTLEMENT**
	&
vs.	**STIPULATED JUDGMENT**
DEPARTMENT OF YOUTH AFFAIRS,	
Management.	

TO: *The Civil Service Commission of Guam*

THIS STIPULATION OF SETTLEMENT is by and between NORMA I. FLORES (hereinafter "Employee") and DEPARTMENT OF YOUTH AFFAIRS (hereinafter referred to as "Management") as follows:

RECITALS

A. The Employee commenced an appeal against Management in EEO Appeal Case No. 11-EEO-01 SP.

B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") for this expeditious resolution of matters in order to provide for certain arrangements in full settlement and discharge of the Appeal in fair and equitable means and upon the terms and conditions set forth herein.

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

NOW THEREFORE, for and in consideration of the mutual promises set forth herein, the parties agree and stipulate to the entry of judgment as follows:

1. Purpose of Agreement. Employee and Management acknowledge and agree that this Agreement is a Settlement and Compromise of the above-referenced matter. It is the intention of the parties by the execution of this Agreement to fully, finally and completely resolve all disputes between them regarding these matters, in the manner more specifically set forth in the terms of this Agreement that follow.

2. Employee's Obligation.

2.1 Employee shall withdraw the Appeal from the Civil Service Commission and request that the Commission dismiss the Appeal in 11-EEO-01 SP with prejudice.

2.2 Employee shall transfer from her current disability status to disability retirement status with the government of Guam.

3. Management's Obligation.

3.1 Management shall pay employee the amount of $103,254.00 as a settlement amount.

3.2 Management shall pay to Employee's Attorney Daniel S. Somerfleck Two Thousand Dollars ($2,000.00) for reasonable attorney's fees and costs.

4. Performance Accepted. The parties agree and acknowledges: (a) that it accepts performance of its obligations specified in this Agreement as a full and complete compromise of matters involving disputed issues; (b) that the negotiations for this settlement (including all statements, admissions or communications by the parties of their attorneys or representative shall

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

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 received independent advice from its respective attorneys and representative with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing this Agreement. Each party further represents and declares that it has not relied upon any statement or representation by the other party or of any of its partners, agents, employees, or attorneys in executing this Agreement or in making the settlement provided for herein, except as expressly provided for herein.

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

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

Employee

Norma I. Flores

NORMA I. FLORES

DATE: 1/9/17

DEPARTMENT OF YOUTH AFFAIRS
Management

ADONIS MENDIOLA, Director

DATE: 1/6/17

SOMERFLECK & ASSOCIATES, PLLC
Attorneys for Employee

By: _____
DANIEL S. SOMERFLECK, ESQ.

DATE: 1/10/17

OFFICE OF THE ATTORNEY GENERAL

By: _____
ROBERT M. WEINBERG
Assistant Attorney General

DATE: 1-10-17

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