GL#3417-871

BEFORE THE
GUAM CIVIL SERVICE COMMISSION

BOARD OF COMMISSIONERS

IN THE MATTER OF:

LINDA PEREZ,

Employee,

vs.

GUAM MEMORIAL HOSPITAL AUTHORITY,

Management.

ADVERSE APPEAL
CASE NO. 15-AA10S

JUDGMENT OF DISMISSAL

Speaker Benjamin J.F. Cruz

AUG 11 2017

Time: 9:01 [✓] AM [ ] PM File No. ____

Received By: ____

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 10th day of August 2017.

2017 AUG 11 AM 9:30

EDITH PANGELINAN
Chairperson

LOURDES HONGYEE
Vice-Chairperson

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

Not Present

CATHERINE GAYLE
Commissioner

MICHAEL S. TOPASNA
Commissioner

Office of the People
Senator Régine Biscoe Lee
Legislative Secretary
Date/Time: 8/11/17 08:46am
Initials: ____

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

Counsel for Employee.

CIVIL SERVICE COMMISSION
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JUL 25 2017
GOVERNMENT OF GUAM

BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

IN THE MATTER OF **LINDA PEREZ,** Employee, vs. **GUAM MEMORIAL HOSPITAL AUTHORITY,** Management.	ADVERSE ACTION APPEAL CASE NO.: **15-AA10S** **STIPULATION OF DISMISSAL AND AGREEMENT**

TO: *THE CIVIL SERVICE COMMISSION OF GUAM*

THIS STIPULATION OF DISMISSAL AND AGREEMENT, is by and between **LINDA PEREZ** (hereinafter "Employee") and **GUAM MEMORIAL HOSPITAL AUTHORITY** (hereinafter referred to as "Management") as follows:

RECITALS

A. The Employee commenced an appeal against Management in CSC Case No. 15-AA10S, regarding Final Notice of Adverse Action that suspended her for three (3) days.

B. The parties desire to enter into this Dismissal and Settlement Agreement (hereinafter "Agreement") for this expeditious resolution of matters based upon Management's desire to rescind the Adverse Action to provide for certain arrangements and discharge 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 as follows:

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

2. **Employee's Obligation**. Employee shall withdraw the Appeal from the Civil Service Commission and request that the Commission dismiss the Appeal in 15-AA10S with prejudice.

2.1 Employee shall be responsible for her attorneys fees and costs.

3. **Management's Obligation**.

3.1 Management shall rescind and expunge its Notice of Final Adverse Action.

3.2 All documents related to or reflecting the Adverse Action shall be expunged from Employee's personnel file and a filed copy of the Settlement Agreement will be the only document reflecting Adverse Action Case No. 15-AA10S as part of the Employee's personnel jacket.

3.3 Management agrees to reinstate the Employee with full back pay to the Employee for the three (3) working days she was suspended including Employee's benefits and retirement.

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 settlement 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 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.

LINDA PEREZ

DATE: 07/25/17

GUAM MEMORIAL HOSPITAL AUTHORITY
Management.

PETER JOHN CAMACHO, *Administrator*

DATE: 07/24/17

SOMERFLECK & ASSOCIATES, PLLC
Counsel for Employee

DANIEL S. SOMERFLECK, ESQ.

DATE: 07/25/17

LAW OFFICES OF MINAKSHI V. HEMLANI, P.C.
Counsel for Management

MINAKSHI V. HEMLANI, ESQ.

DATE: 7/24/17