



BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



IN THE MATTER OF:

ANNABELLE M.T. SALAS,

Employee,

vs.

OFFICE OF THE ATTORNEY
GENERAL,

Management.

ADVERSE ACTION APPEAL
CASE NO. 14-AA24T

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS 14th day of July 2015.

Luis R. Baza
LUIS R. BAZA
Chairman

Manuel R. Pinauin
MANUEL R. PINAUIN
Vice-Chairman

Priscilla T. Tuncap
PRISCILLA T. TUNCAP
Commissioner

John Smith
JOHN SMITH
Commissioner

Lourdes Hongyee
LOURDES HONGYEE
Commissioner

Daniel B. Leon Guerrero
DANIEL B. LEON GUERRERO
Commissioner

Edith C. Pangelinan
EDITH C. PANGELINAN
Commissioner

ORIGINAL

1 **SOMERFLECK & ASSOCIATES, PLLC**
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6 *Counsel for Employee.*



7 **BEFORE THE CIVIL SERVICE COMMISSION**
8 **OF GUAM**

9 **IN THE MATTER OF:**

10 **ANNABELLE M.T. SALAS,**
11 **Employee,**

12 **vs.**

13 **OFFICE OF THE ATTORNEY**
14 **GENERAL,**
15 **Management.**

ADVERSE ACTION APPEAL
CASE NO.: 14-AA24T

STIPULATION OF SETTLEMENT

16 **TO: THE CIVIL SERVICE COMMISSION OF GUAM**

17 **THIS STIPULATION OF SETTLEMENT AND AGREEMENT,** is by and between
18 **ANNABELLE M.T. SALAS** (hereinafter "Employee") and **OFFICE OF THE ATTORNEY**
19 **GENERAL** (hereinafter referred to as "Management") as follows:

20 **RECITALS**

21 **A.** The Employee commenced an appeal against Management regarding Final Notice of
22 Adverse Actions issued by the Office of the Attorney General that terminated her from her position
23 with the Office of the Attorney General.

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

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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 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 this matter, 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 Civil Service Appeal Case No. 14-AA24T with prejudice.

2.2 Employee agrees to resign her position with the Office of the Attorney General effective October 6, 2014.

2.3 Employee waives her rights to re-employment with the Office of the Attorney General.

2.4 Employee expressly agrees that there shall be no back pay or attorney fees or other benefits resulting from this settlement agreement and the referenced appeal except as expressly set forth herein.

3. **Management's Obligation.**
3.1 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. 14-AA24T as part of the Employee's personnel jacket.

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 not

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2 be considered by any of 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. **Additional Documents.** All parties agree to cooperate fully and execute any and all
5 supplementary documents and take all additional actions that may be necessary as appropriate to give
6 full force and effect to the basic terms and intent of this Agreement.

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


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

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

19 *Employee.*

OFFICE OF THE ATTORNEY GENERAL

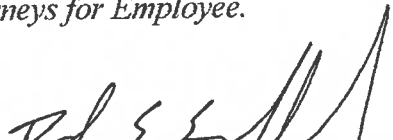
20 
21 _____
ANNABELLE M.T. SALAS



_____ **FRED NISHIHIRA**
Deputy Attorney General
Date: 6-1-15

22 DATE: 5/21/15

23 **SOMERFLECK & ASSOCIATES, PLLC**
24 *Attorneys for Employee.*

OFFICE OF THE ATTORNEY GENERAL
APPROVED BY:

25
26 By: 
27 _____
DANIEL S. SOMERFLECK, ESQ.


_____ **ELIZABETH BARRETT-ANDERSON**
Attorney General of Guam

28 DATE: _____

DATE: 6/5/15