BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS

IN THE MATTER OF:

CHERRY PIE S. PANICAN,

Employee,

VS.

GUAM MEMORIAL HOSPITAL
AUTHORITY,

Management.

ADVERSE ACTION APPEAL
CASE NO. 14-AA26S

JUDGMENT OF DISMISSAL

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the Withdrawal of Adverse Action Appeal and the attached Stipulation for Settlement signed by both parties, attached hereto.

SO ADJUDGED THIS 7th day of April 2015.

[Signatures of Commissioners]

LUIS R. BAZA
Chairman

PRISCILLA T. TUNCAI
Commissioner

LOU HONG YEE
Commissioner

EDITH C. FANGELINAN
Commissioner

MANUEL B. PINAHIN
Vice-Chairman

JOHN SMITH
Commissioner

DANIEL D. LEON GUERRERO
Commissioner

Judgment of Dismissal
CASE NO. 14-AA26S
Guam Federation of Teachers

Before the Civil Service Commission
In the Government of Guam

IN THE MATTER OF:
CHERRY PIE S. PANICAN
Employee,

vs.

GUAM MEMORIAL HOSPITAL
AUTHORITY,
Management.

CASE NO#14-AA26S
WITHDRAWAL OF ADVERSE ACTION APPEAL WITH PREJUDICE

TO: THE CIVIL SERVICE COMMISSION OF GUAM AND OPPOSING MANAGEMENT REPRESENTATIVE OF RECORD

Comes Now, the Employee in the above Captioned and Numbered Civil Service Commission Case, by and through her authorized representative of record hereby enters this Withdrawal of Adverse Action Appeal. Management and the Employee have come to a Settlement Agreement; of which an integral portion thereof is a dismissal of the Civil Service Commission Case #14-AA26S.

Accordingly Employee hereby moves to dismiss the above captioned and numbered CSC case in accordance with the above referenced Settlement Agreement with Management.

Submitted on the ____ day of __________, 2015 by:

[Signatures]

CHERRY PIE S. PANICAN
Employee

DAVID C BABAUTA
GFT Representative

GFT, AFT Local 1581  P. O. Box 2301, Hagåtña, Guam 96932  Tel 671.735.4390  Fax 671.734.8085
www.gftunion.com
Representative for Employee

In The Matter Of:

CHERRY PIE PANICAN,

Employee,

vs.

GUAM MEMORIAL HOSPITAL AUTHORITY,

Management.

ADVERSE ACTION APPEAL CASE NO.: 14-AA26S

STIPULATION FOR SETTLEMENT

THIS STIPULATION OF SETTLEMENT is by and between CHERRY PIE PANICAN ("Employee") and GUAM MEMORIAL HOSPITAL AUTHORITY ("Management") as follows:

RECATIALS

A. The Employee commenced an appeal against Management in the Civil Service Commission bearing Adverse Action Appeal Case No. 14-AA26S. The employee appealed from Management's issuance of a Final Notice of Adverse Action issued against the employee which resulted in a Three (3) Day Suspension.

B. Management and the Employee agree that this is a disputed case and in order to achieve favorable relations between the Employee and Management, and in the
interest of the Civil Service Commission time and resources the parties hereby agree to this Settlement Agreement.

C. The terms and conditions of this Agreement shall become effective and operative upon the execution by both parties; understanding that the Civil Service Commission shall subsequently act to memorialize 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 referenced matters. It is the intention of the parties by the execution of this Agreement to fully, finally and completely resolve this adverse action appeal, 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 Adverse Action Appeal from the Civil Service Commission and request that the Commission dismiss the Appeal with prejudice.

2.2 Employee agrees to Two (2) Day Suspension.


3.1 Management shall expunge all adverse action documents filed relating to this case from the employee’s personnel file.

3.2 Management agrees to back pay the employee for One (1) Day.

3.3 Management shall pay its own attorney fees and costs

4. *Performance Accepted.* The parties each agree and acknowledges: (a) that the party accepts performance of his/her obligations specified in this
Agreement as a full and complete compromise of matters involving 
disputed issues before the Civil Service Commission; (b) that the 
negotiations for this settlement (including all statements, admissions or 
communications) by the parties or their attorneys or representatives shall 
not be considered admissions 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 
that party has received independent advice from its respective attorneys or 
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 that party 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 that party 
has carefully read this Agreement, knows the contents of this Agreement, 
and that each party 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:

CHERRY PIE PANICAN
Employee

Date: 3/10/15

JOSEPH P. VERGA
CEO/Administrator
Guam Memorial Hospital Authority

Date: 3/9/15

DAVID BABAUTA
Lay Representative for Employee

Date: 3/11/15

Minakshi V. Hemlani, Esq.
Fisher & Associates
Legal Counsel for Management GMHA

Date: 3/9/15