



BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



IN THE MATTER OF:

DEVINA L.G. BLAS,

Employee,

vs.

DEPARTMENT OF CORRECTIONS,

Management.

ADVERSE ACTION APPEAL
CASE NO. 13-AA35T

JUDGMENT OF DISMISSAL


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

SO ADJUDGED THIS 6th day of August 2015.


LUIS R. BAZA
Chairman

Not present
MANUEL R. PINAUIN
Vice-Chairman


PRISCILLA T. TUNCA
Commissioner


JOHN SMITH
Commissioner


LOURDES HONGYEE
Commissioner


DANIEL D. LEON GUERRERO
Commissioner


EDITH C. PANGELINAN
Commissioner

ORIGINAL



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 CIVIL SERVICE COMMISSION
 JUN 22 2015
 Roland
 DEPARTMENT OF CORRECTIONS
 15-646

Attorneys for the Government of Guam

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

In the Matter of:)	ADVERSE ACTION CASE NO. 13-AA35T
)	
DEVINA L.G. BLAS,)	
)	
Employee,)	
)	STIPULATION FOR SETTLEMENT
vs.)	
)	
DEPARTMENT OF CORRECTIONS,)	
)	
Management.)	

THIS STIPULATION OF SETTLEMENT AND AGREEMENT is by and between **DEVINA L.G. BLAS** (“Employee”) and the **DEPARTMENT OF CORRECTIONS** (“Management”) as follows:

The parties agree that 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 captioned adverse

action appeal. It is the intention of the parties by the execution of this Agreement to fully, finally and completely resolve the matter between themselves as to employee's employment status and all matters at issue in the above captioned appeal.

2. Employee's Obligation.

2.1 Employee shall dismiss her adverse action appeal with prejudice and waives her right to further appeal the adverse action and/or to set aside the terms of this Agreement once signed by all parties and counsel.

2.2 Employee shall voluntarily resign with an effective date of November 30, 2013, close of business ("COB"). Employee's resignation letter shall state that she waives all claims, rights or entitlement to re-employment with the Department of Corrections.

2.3 Employee shall prepare, sign, and submit her letter of resignation to Management's attorney concurrently with her signature on this Agreement as stated herein.

2.4 The letter of resignation shall remain in the employee's personnel jacket. Employee waives any claims to any monies, benefits, compensation, and/or attorney's fees and costs, for any period after November 30, 2013. This Agreement does not affect any monies that accrued to employee and which were vested as of November 30, 2013.

2.5 Employee agrees she shall not seek and shall not be eligible for re-hire by the **DEPARTMENT OF CORRECTIONS** in any position.

3. Management's Obligation.

3.1 Management shall accept Employee's voluntary resignation and shall expunge from the employee's personnel file all references to the Adverse Action taken herein. The expungement shall take place promptly after Management receives all of the following: (a) the employee's signed letter of resignation; (b) the conformed Agreement signed by all parties; and (c) the Judgment issued by CSC dismissing Employee's appeal based on the parties' Agreement.

3.2 The Agreement, the Judgment and the letter of resignation shall permanently remain in the employee's personnel file.

4. Performance Accepted. The parties each agree and acknowledges:

(a) that the party accepts performance of 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; and

(c) 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, and/or has been advised to seek such representation and advice and has declined. 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.



 DEVINA L.G. BLAS
 EMPLOYEE
 Date: 06/23/2015




 JOSE SAN AGUSTIN, DIRECTOR,
 DEPARTMENT OF CORRECTIONS
 Date: 6-23-15


APPROVED AS TO FORM AND CONTENT:

CIVILLE & TANG, PLLC

OFFICE OF THE ATTORNEY GENERAL
 Elizabeth Barrett-Anderson, Attorney General

By: 

 G. PATRICK CIVILLE, ESQ.
 Attorney for Employee
 Date: 23 JUNE 15

By: 

 MONTY R. MAY
 Assistant Attorney General
 Date: 6/23/15