



BEFORE THE
GUAM CIVIL SERVICE COMMISSION



IN THE MATTER OF:

DEVORAH LYNNE COVINGTON,

Employee,

vs.

DEPARTMENT OF LAW,

Management.

ADVERSE ACTION APPEAL
CASE NO. 12-AA27T

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS 7th DAY OF February 2013.

LUIS R. BAZA
Chairman

MANUEL R. PINAUIN
Vice-Chairman

PRISCILLA T. TUNCAP
Commissioner

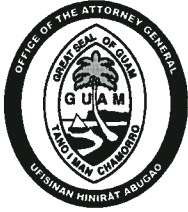
JOHN SMITH
Commissioner

LOURDES HONGYEE
Commissioner

DANIEL D. LEON GUERRERO
Commissioner

EDITH C. PANGELINAN
Commissioner

ORIGINAL



13-62

Office of the Attorney General
Leonardo Rapadas
Attorney General of Guam
Civil Division
287 West O'Brien Drive
Hagåtña, Guam 96910 • USA
(671) 475-3324 • (671) 472-2493 (Fax)
www.guamag.org

Attorneys for the Government of Guam

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

In The Matter Of:

DEVORAH LYNNE COVINGTON,

Employee,

vs.

DEPARTMENT OF LAW,

Employer.

**ADVERSE ACTION APPEAL
No: 12AA-27T**

STIPULATION FOR SETTLEMENT

THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between
DEVORAH LYNNE COVINGTON (“Employee”) and the **DEPARTMENT OF LAW**
 (“Management”) as follows:

ORIGINAL

1
2 **RECITALS**

- 3 A. Employee was served with a Notice of Final Adverse Action terminating her
4 employment with the Department of Law, effective December 4, 2012. Employee
5 filed a timely appeal with the Civil Service Commission.
- 6 B. The parties desire to enter into this Settlement Agreement (“Agreement”) to provide
7 for certain arrangements in full settlement of the adverse action and to avoid the
8 necessity of any further litigation relating to this matter. This Agreement sets forth all
9 of the terms and conditions between the parties, and no other agreements or promises
10 exist other than as set forth herein.
- 11 C. The terms and conditions of said Agreement shall become operative upon the
12 execution of this Agreement by the last of the parties to sign.
- 13 D. The parties request that the Civil Service Commission enter a Judgment based on all of
14 the terms of this conformed Agreement once signed by all parties.

15
16 **NOW THEREFORE**, for and in consideration of the mutual promises set forth herein, the
17 parties agree as follows:

18
19 **Purpose of Agreement.** Employee and Management acknowledge and agree that this
20 Agreement is a settlement and compromise of the referenced matters. It is the
21 intention of the parties by the execution of this Agreement to fully, finally and
22 completely resolve the matter between themselves as to the matters referenced in the
23 Notice of Proposed and Final Adverse Action. Both parties agree to waive all rights to
24 set aside the terms of this Agreement and to appeal this matter once it is signed by
25

1 both parties. The parties, and their counsel, request that the CSC issue a Judgment
2 based on all of the terms in the parties' Agreement.

3 **1. Employee's Obligation.**

4 1.1 Employee shall dismiss her adverse action appeal with prejudice forthwith;

5 1.2 Employee shall tender her voluntary resignation to the Department of Law
6 with an effective date of December 4, 2012, within (one) 1 week after her
7 signature on this Agreement. Management shall accept employee's
8 voluntary resignation with an effective date of December 4, 2012.

9 1.3 Employee shall issue a written apology to Celine Taitague regarding the
10 incident with the shredder and the notation on the signs. Employee shall
11 copy the Attorney General and the Director of DISID on the letter to Celine
12 Taitague. This letter shall be written by employee and provided to Celine
13 Taitague, with a copy to the Attorney General and DISID, within one (1)
14 week of employee's signature on this Agreement.

15 1.4 Employee agrees that Management shall remove and expunge the Notice of
16 Proposed and Final Adverse Action from the employee's personnel jacket
17 after Management receives her letter of resignation, the letter of apology,
18 and the Judgment from the Civil Service Commission based on this
19 Agreement.

20 1.5 Employee waives any and all claims to back pay, compensation, benefits,
21 attorneys' fees and costs from December 4, 2012, through the date of her
22 signature on this Agreement. Employee agrees that she shall not be entitled
23 to receive any monies, benefits, or compensation as a result of this
24 Agreement, and that no monies or benefits will be paid to her regarding this
25 Agreement.

1 1.6 Employee's right or claim to any vested and unpaid wages and/or accrued
2 annual leave up to and including December 4, 2012, shall remain
3 unaffected by this Agreement. Employee's rights or claims to such vested
4 and accrued monies and benefit, if any, will be as provided by law.
5 Employee, by this Agreement, does not waive any right or claims to those
6 monies that were vested and accrued as of December 4, 2012.

7 1.7 Employee shall pay her own attorney's fees and costs associated with this
8 matter, if any.

9 1.8 Employee waives any and all claims, known and unknown, against the
10 Department of Law as of the date of her signature on this Agreement, other
11 than as to any vested and accrued claims for compensation and benefits up
12 to and including December 4, 2012.

13 **2. Management's Obligation.**

14 2.1 Management shall accept the employee's voluntary resignation with an
15 effective date of December 4, 2012.

16 2.2 Management shall also receive a copy of employee's written apology to
17 Celine Taitague.

18 2.3 Management shall expunge the Notice of Proposed and Final Adverse
19 Action in this case in exchange for the employee's Agreement on all terms
20 specified in this Agreement. Management will expunge these two
21 documents from its personnel files and request that the Department of
22 Administration also expunge such documents after Management receives
23 employee's letter of resignation, the letter of apology to Celine Taitague,
24 the conformed Agreement signed by both parties, and the Judgment from
25 the Civil Service Commission based on the parties' Agreement.

1 2.4 The Judgment to be issued upon this Agreement shall replace and
2 supersede the adverse action documents which will be expunged as stated
3 herein. The Judgment and Agreement shall remain in the employee's
4 personnel file, along with employee's letter of resignation.

5 2.5 Management and the Employee agree that the employee shall not be
6 entitled to receive any monies, benefits and/or attorney's fees and costs
7 under this Agreement as a result of the prior adverse action taken against
8 her.

9 2.6 Employee's vested and accrued unpaid wages and annual leave benefits, up
10 to and including December 4, 2012, are not affected by this Agreement.
11 Employee shall receive her final accrued wages and lump sum payment of
12 accrued annual leave, if any, in a lump sum check once she has completed
13 the necessary separation paperwork with the requisite Government of
14 Guam agencies.

15 2.7 Each party shall bear his/her own attorney's fees and costs regarding this
16 matter.

17 2.8 Management shall submit all documents changing employee's personnel
18 status from the prior termination to indicate a voluntary resignation under
19 this Agreement within a reasonable time after receipt of all documents
20 required under this Agreement and receipt of the Judgment to be issued
21 from the Civil Service Commission based on the parties' Agreement.

22
23 **3. Performance Accepted.** The parties each agree and acknowledges: (a) that
24 the party accepts performance of his/her obligations specified in this
25 Agreement as a full and complete compromise of matters involving disputed

1 issues before the Civil Service Commission; and (b) that the negotiations for
2 this settlement (including all statements, admissions or communications) by the
3 parties or their attorneys or representatives shall not be considered admissions
4 by any of said parties.

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

9 **5. Independent Advice of Counsel.** Each party represents and declares that that
10 party has received independent advice from its respective attorneys or
11 representative with respect to the advisability of making the settlement
12 provided for herein and with respect to the advisability of executing this
13 Agreement, and/or has been advised to seek such representation and advice and
14 has declined. Each party further represents and declares that that party has not
15 relied upon any statement or representation by the other party or of any of its
16 partners, agents, employees, or attorneys in executing this Agreement or in
17 making the settlement provided for herein, except as expressly provided for
18 herein.

1 **6. Voluntary Agreement.** Each party represents and declares that that party has
2 carefully read this Agreement, knows the contents of this Agreement, and that
3 each party has signed the same freely and voluntarily.
4

5
6 **IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date written
7 by their respective names.

8
9 
10 DEVORAH L. COVINGTON,
11 EMPLOYEE

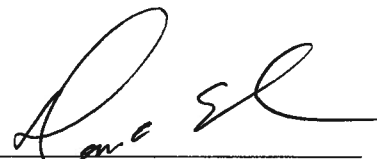

12 LEONARDO RAPADAS,
13 ATTORNEY GENERAL

14
15
16
17
18
19
20
21
22
23
24
25
DATE: 1/29/13

1/29/13
DATE:

Approved as to form and content:


LEEVIN T. CAMACHO,
Counsel for Employee


DONNA E. LAWRENCE,
Assistant Attorney General

DATE: 1/29/13

DATE: 1/29/13