



**BEFORE THE  
GUAM CIVIL SERVICE COMMISSION  
BOARD OF COMMISSIONERS**



**IN THE MATTER OF:**

**JANNA MANGLONA,**

**Employee,**

**vs.**

**DEPARTMENT OF PUBLIC  
HEALTH AND SOCIAL SERVICES,**

**Management.**

**ADVERSE ACTION APPEAL  
CASE NO.: 18-GRE18**

**JUDGMENT OF DISMISSAL**

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

SO ADJUDGED THIS 17<sup>th</sup> day of January 2019.

**LUIS R. BAZA**  
Chairperson

**LOURDES HONGYEE**  
Vice-Chairperson

**PRISCILLA T. TUNCAP**  
Commissioner

**JOHN SMITH**  
Commissioner

(Absent)  
**CATHERINE GAYLE**  
Commissioner

**JUDGMENT OF DISMISSAL**

*Janna Manglona vs. Department of Public Health & Social Services*  
Grievance Appeal Case No.: 18-GRE18



**EDDIE BAZA CALVO**  
GOVERNOR

**RAY TENORIO**  
LIEUTENANT GOVERNOR

GOVERNMENT OF GUAM

**DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES**  
**DIPATTAMTON SALUT PUPBLEKO YAN SETBISION SUSIAT**



**JAMES W. GILLAN**  
ACTING DIRECTOR

*Exe.:* \_\_\_\_\_  
*Legal SA* \_\_\_\_\_  
*PMA* *VS* \_\_\_\_\_

**DEC 12 2018**



**Civil Service Commission**  
**710 West Marine Corps Drive**  
**Hagatna, GU 96910**

**Subject: Settlement Agreement with Dr. Janna Manglona**

This Settlement Agreement is by and between **Dr. Janna Manglona** (“Employee”) and the **Department of Public Health and Social Services** (“Management”) as follows:

**RECITALS**

- A. The Employee filed a grievance against Management in the Civil Service Commission bearing Grievance Appeal Case No. 18-GRE18. This Employee filed grievance because Management failed to pay her \$75,000 which she was entitled to for her duties as Medical Director at Central Public Health in Mangilao from April 2016-September 2017 as per Public Law 32-185. Management agrees that the Employee is entitled to the amount owed.
- B. The parties desire to enter into this Settlement Agreement (hereafter “Agreement”) to provide for certain arrangements in full settlement and discharge of the Grievance and upon the terms and conditions set forth herein.
- C. The terms and conditions of said Agreement shall become operative upon the execution of this Agreement by the last of the parties to sign.

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


GOVERNMENT OF GUAM  
DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES  
DIPATTAMENTON SALUT PUPBLEKO YAN SETBISION SUSIAT

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 grievance, in the manner more specifically set forth in the terms of this Agreement that follow.
2. **Employee's Obligation.** Employee shall withdraw the grievance from the Civil Service Commission and request that the Commission dismiss the Grievance with prejudice.
3. **Management's Obligation.** Management shall expunge the grievance from the employee's file.
4. **Performance Accepted.** The parties each agree and acknowledge (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 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 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.

GOVERNMENT OF GUAM  
DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES  
DIPATTAMENTON SALUT PUPBLEKO YAN SETBISION SUSIAT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written by their respective names:

  
\_\_\_\_\_  
JANNA MANGLONA  
Employee

  
\_\_\_\_\_  
JAMES W. GILLAN  
Acting Director, Department of Public  
Health and Social Services

Date: 12-12-18

Date: 12-12-18