



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



IN THE MATTER OF:

LINDA PEREZ,

Employee,

vs.

**GUAM MEMORIAL HOSPITAL
AUTHORITY,**

Management.

**ADVERSE APPEAL
CASE NO. 15-AA10S**

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS 10th day of August 2017.




EDITH PANGELINAN
Chairperson



LOURDES HONGYEE
Vice-Chairperson



PRISCILLA T. TUNCAP
Commissioner



JOHN SMITH
Commissioner

Not Present

CATHERINE GAYLE
Commissioner



MICHAEL S. TOPASNA
Commissioner



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6 *Counsel for Employee.*

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

9 **IN THE MATTER OF**

10 **LINDA PEREZ,**

11 Employee,

12 vs.

13 **GUAM MEMORIAL HOSPITAL**
14 **AUTHORITY,**

15 Management.

ADVERSE ACTION APPEAL

CASE NO.: 15-AA10S

16 **STIPULATION OF DISMISSAL**
17 **AND AGREEMENT**

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

19 **THIS STIPULATION OF DISMISSAL AND AGREEMENT**, is by and between **LINDA**
20 **PEREZ** (hereinafter "Employee") and **GUAM MEMORIAL HOSPITAL AUTHORITY**
21 (hereinafter referred to as "Management") as follows:

22 **RECITALS**

23 A. The Employee commenced an appeal against Management in CSC Case No.
24 15-AA10S, regarding Final Notice of Adverse Action that suspended her for three (3) days.

25 B. The parties desire to enter into this Dismissal and Settlement Agreement (hereinafter
26 "Agreement") for this expeditious resolution of matters based upon Management's desire to rescind
27 the Adverse Action to provide for certain arrangements and discharge the Appeal in fair and
28 equitable means and upon the terms and conditions set forth herein.

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2 C. The terms and conditions of said Agreement shall become operative upon execution
3 of this Agreement.

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

6 1. **Purpose of Agreement.** Employee and Management acknowledge and agree that
7 this Agreement is a Settlement of the above-referenced matter, in the manner more specifically set
8 forth in the terms of this Agreement that follow.

9 2. **Employee's Obligation.** Employee shall withdraw the Appeal from the Civil Service
10 Commission and request that the Commission dismiss the Appeal in 15-AA10S with prejudice.

11 2.1 Employee shall be responsible for her attorneys fees and costs.

12 3. **Management's Obligation.**

13 3.1 Management shall rescind and expunge its Notice of Final Adverse Action.

14 3.2 All documents related to or reflecting the Adverse Action shall be expunged
15 from Employee's personnel file and a filed copy of the Settlement Agreement will be the only
16 document reflecting Adverse Action Case No. 15-AA10S as part of the Employee's personnel jacket.

17 3.3 Management agrees to reinstate the Employee with full back pay to the
18 Employee for the three (3) working days she was suspended including Employee's benefits and
19 retirement.

20 4. **Performance Accepted.** The parties agree and acknowledges: (a) that it accepts
21 performance of its obligations specified in this Agreement as a full and complete settlement of
22 matters involving disputed issues; (b) that the negotiations for this settlement (including all
23 statements, admissions or communications by the parties of their attorneys or representative shall
24 not be considered by any of said parties; (c) and that no past or present wrong doing on the part of
25 the parties shall be implied by such negotiations.

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

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

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

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

14 *Employee.*

**GUAM MEMORIAL HOSPITAL
AUTHORITY**
Management.

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18 **LINDA PEREZ**

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18 **PETER JOHN CAMACHO, Administrator**

18 **DATE:** 07/25/17

18 **DATE:** 07/24/17

19 **SOMERFLECK & ASSOCIATES, PLLC**
20 *Counsel for Employee*

**LAW OFFICES OF MINAKSHI V.
HEMLANI, P.C.**
Counsel for Management

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23 _____
24 **DANIEL S. SOMERFLECK, ESQ.**

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23 _____
24 **MINAKSHI V. HEMLANI, ESQ.**

24 **DATE:** 07/25/17

24 **DATE:** 7/24/17