



BEFORE THE
 GUAM CIVIL SERVICE COMMISSION
 BOARD OF COMMISSIONERS



IN THE MATTER OF:

LINDA PEREZ,

Employee,

vs.

GUAM MEMORIAL HOSPITAL
 AUTHORITY,

Management.

ADVERSE ACTION APPEAL
 CASE NO.: 17-AA10D


JUDGMENT OF DISMISSAL

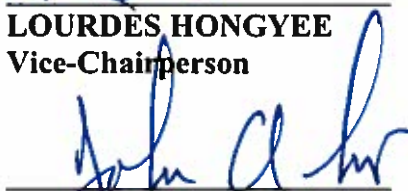
The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the signed Stipulation of Dismissal and Agreement, attached hereto.

SO ADJUDGED THIS 24th day of October 2017.


 EDITH PANGELINAN
 Chairperson


 LOURDES HONGYEE
 Vice-Chairperson


 PRISCILLA T. TUNCAP
 Commissioner


 JOHN SMITH
 Commissioner


 CATHERINE GAYLE
 Commissioner


 MICHAEL G. TOPASNA
 Commissioner

JUDGMENT OF DISMISSAL

Linda Perez vs. Guam Memorial Hospital Authority
 Adverse Action Case No.: 17-AA10D

1 SOMERFLECK & ASSOCIATES, PLLC
866 Rte. 7, Nelson Bldg. #102
2 Maina, Guam 96932
Telephone No.: (671) 477-8020
3 Facsimile No.: (671) 477-8019
4 *Counsel for Employee.*



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

9 **IN THE MATTER OF**
10 **LINDA PEREZ,**
11 **Employee,**
12 **vs.**
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14 **GUAM MEMORIAL HOSPITAL**
15 **AUTHORITY,**
16 **Management.**

ADVERSE ACTION APPEAL
CASE NO.: 17-AA10D

STIPULATION OF DISMISSAL
AND AGREEMENT

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

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

21 **RECITALS**

22 **A. The Employee commenced an appeal against Management in CSC Case No. 17-**
23 **AA10D, regarding Final Notice of Adverse Action that suspended her for seven (7) days and**
24 **demoted Employee to Respiratory Therapist I.**

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**
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2 equitable means and upon the terms and conditions set forth herein.

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

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

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

10 2. **Employee's Obligation.** Employee shall withdraw the Appeal from the Civil Service
11 Commission and request that the Commission dismiss the Appeal in 17-AA10D with prejudice.

12 2.1 Employee shall dismiss all pending grievances.

13 2.2 Employee shall transfer to the Skilled Nursing Unit ("SNU") beginning
14 Wednesday, September 17, 2017.

15 3. **Management's Obligation.**

16 3.1 Management shall rescind and expunge its 2017 Notice of Final Adverse
17 Action that suspended her for seven (7) days and demoted Employee to Respiratory Therapist I.

18 3.2 All documents related to or reflecting the Adverse Action shall be expunged
19 from Employee's personnel file and a filed copy of the Settlement Agreement will be the only
20 document reflecting Adverse Action Case No. 17-AA10D as part of the Employee's personnel
21 jacket.

22 3.3 Management agrees to reinstate Employee to her prior position as a
23 Respiratory Therapist II with full back pay to the Employee; as well as full back pay for the seven
24 (7) working days she was suspended and all back pay shall include Employee's benefits and
25 retirement.

26 3.4 Management shall pay Employees reasonable attorney's fees in the amount
27 of \$2,000.00.

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

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

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

18 7. **Voluntary Agreement.** Each party represents and declares that it has carefully read
19 this Agreement, that is knows the contents of this Agreement, and that it has signed the same freely
20 and voluntarily.

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

23 Employee.

**GUAM MEMORIAL HOSPITAL
AUTHORITY
Management.**

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26 LINDA PEREZ

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26 PETER JOHN CAMACHO, Administrator

27 DATE: 10/11/17

27 DATE: 10/11/17

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SOMERFLECK & ASSOCIATES, PLLC
Counsel for Employee

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



DANIEL S. SOMERFLECK, ESQ.



MINAKSHI V. HEMLANI, ESQ.

DATE: 10/11/17

DATE: 10/11/17