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 PANGEDINAN
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
BEFORE THE CIVIL SERVICE COMMISSION
OF GUAM

IN THE MATTER OF

ADVERSE ACTION APPEAL
CASE NO.: 17-AA10D

LINDA PEREZ,
Employee,

vs.

GUAM MEMORIAL HOSPITAL
AUTHORITY,
Management.

STIPULATION OF DISMISSAL
AND AGREEMENT

TO: THE CIVIL SERVICE COMMISSION OF GUAM

THIS STIPULATION OF DISMISSAL AND AGREEMENT, is by and between LINDA
PEREZ (hereinafter “Employee”) and GUAM MEMORIAL HOSPITAL AUTHORITY
(hereinafter referred to as “Management”) as follows:

RECITALS

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

B. The parties desire to enter into this Dismissal and Settlement Agreement (hereinafter
“Agreement”) for this expeditious resolution of matters based upon Management’s desire to rescind
the Adverse Action to provide for certain arrangements and discharge the Appeal in fair and

ORIGINAL
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Re: Linda Perez v. OMHCA, Adverse Action Appeal Case No. 17-AA10D
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equitable means and upon the terms and conditions set forth herein.

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

NOW THEREFORE, 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 of the above-referenced matter, in the manner more specifically set
forth in the terms of this Agreement that follow.

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

   2.1 Employee shall dismiss all pending grievances.

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


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

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

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

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

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4. **Performance Accepted.** The parties agree and acknowledges: (a) that it accepts performance of its obligations specified in this Agreement as a full and complete settlement of matters involving disputed issues; (b) that the negotiations for this settlement (including all statements, admissions or communications by the parties of their attorneys or representatives shall not be considered by any of said parties; (c) and 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 it has received independent advice from its respective attorneys and 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 it 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 it has carefully read this Agreement, that is knows the contents of this Agreement, and that it 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.

**Employee.**

LINDA PEREZ

DATE: 10/14/17

**Guam Memorial Hospital Authority**

Management.

PETER JOHNN CAMACHO, Administrator

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.
DATE: 10/11/17

MINAKSHI V. HEMLANI, ESQ.
DATE: 10/11/17