



BEFORE THE
 GUAM CIVIL SERVICE COMMISSION
 BOARD OF COMMISSIONERS



IN THE MATTER OF:

NORMA I. FLORES,

Employee,

vs.

DEPARTMENT OF YOUTH
 AFFAIRS,

Management.

EEO APPEAL
 CASE NO. 11-EEO-01 SP

JUDGMENT OF DISMISSAL

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the signed Stipulation for Settlement and Stipulated Judgment, attached hereto.

SO ADJUDGED THIS 26th DAY OF January 2017.

EDITH PANGELINAN
 Chairperson

LOURDES HONGYEE
 Vice-Chairperson

PRISCILLA T. TUNCAP
 Commissioner

JOHN SMITH
 Commissioner

not present
 CATHERINE GAYLE
 Commissioner

MICHAEL G. TOPASNA
 Commissioner

ORIGINAL

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4 *Counsel for Employee.*

5 **Before The Civil Service Commission**
Government of Guam

6 **IN THE MATTER OF:**)

EEO APPEAL
CASE NO.: 11-EEO-01 SP

7)
8 **NORMA I. FLORES,**)

9 Employee,)

STIPULATION OF SETTLEMENT
&
STIPULATED JUDGMENT

10 vs.)

11)
12 **DEPARTMENT OF YOUTH AFFAIRS,**)

13 Management.)
14)

15 **TO: The Civil Service Commission of Guam**

16 THIS STIPULATION OF SETTLEMENT is by and between NORMA I. FLORES
17 (hereinafter "Employee") and DEPARTMENT OF YOUTH AFFAIRS (hereinafter referred to as
18 "Management") as follows:

19 **RECITALS**

20 A. The Employee commenced an appeal against Management in EEO Appeal Case
21 No. 11-EEO-01 SP.

22 B. The parties desire to enter into this Settlement Agreement (hereinafter
23 "Agreement") for this expeditious resolution of matters in order to provide for certain
24 arrangements in full settlement and discharge of the Appeal in fair and equitable means and upon
25 the terms and conditions set forth herein.

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

3 NOW THEREFORE, for and in consideration of the mutual promises set forth herein, the
4 parties agree and stipulate to the entry of judgment as follows:

5 1. Purpose of Agreement. Employee and Management acknowledge and agree that
6 this Agreement is a Settlement and Compromise of the above-referenced matter. It is the
7 intention of the parties by the execution of this Agreement to fully, finally and completely
8 resolve all disputes between them regarding these matters, in the manner more specifically set
9 forth in the terms of this Agreement that follow.

10
11 2. Employee's Obligation.

12 2.1 Employee shall withdraw the Appeal from the Civil Service Commission
13 and request that the Commission dismiss the Appeal in 11-EEO-01 SP with prejudice.

14 2.2 Employee shall transfer from her current disability status to disability
15 retirement status with the government of Guam.

16 3. Management's Obligation.

17 3.1 Management shall pay employee the amount of \$103,254.00 as a
18 settlement amount.

19 3.2 Management shall pay to Employee's Attorney Daniel S. Somerfleck Two
20 Thousand Dollars (\$2,000.00) for reasonable attorney's fees and costs.

21 4. Performance Accepted. The parties agree and acknowledges: (a) that it accepts
22 performance of its obligations specified in this Agreement as a full and complete compromise of
23 matters involving disputed issues; (b) that the negotiations for this settlement (including all
24 statements, admissions or communications by the parties of their attorneys or representative shall
25

1 not be considered by any of said parties; (c) and that no past or present wrong doing on the part
2 of the parties shall be implied by such negotiations.

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

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

14 7. Voluntary Agreement. Each party represents and declares that it has carefully
15 read this Agreement, that it knows the contents of this Agreement, and that it has signed the
16 same freely and voluntarily.

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

19 **Employee**

DEPARTMENT OF YOUTH AFFAIRS
Management

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21 
22 NORMA I. FLORES


23 ADONIS MENDIOLA, Director

24 **DATE:** 1/9/17


DATE: 1/6/17

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SOMERFLECK & ASSOCIATES, PLLC
Attorneys for Employee

**OFFICE OF THE ATTORNEY
GENERAL**

By: 
DANIEL S. SOMERFLECK, ESQ.

By: 
ROBERT M. WEINBERG
Assistant Attorney General

DATE: 1/10/17

DATE: 1-10-17