



BEFORE THE  
GUAM CIVIL SERVICE COMMISSION  
BOARD OF COMMISSIONERS



IN THE MATTER OF:

ROSE CASTRO,

Employee,

vs.

GUAM HOUSING URBAN RENEWAL  
AUTHORITY,

Management.

ADVERSE ACTION APPEAL  
CASE NO. 15-AA07S

JUDGMENT OF DISMISSAL

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the signed Stipulation of Settlement signed by both parties, attached hereto.

SO ADJUDGED THIS 21st DAY OF April 2016.

EDITH PANGELINAN  
Chairperson

DANIEL B. LEON GUERRERO  
Vice-Chairperson

PRISCILLA T. TUNCAP  
Commissioner

JOHN SMITH  
Commissioner

LOU HONGYEE  
Commissioner

CATHERINE GAYLE  
Commissioner

ORIGINAL

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

6 *Counsel for Employee.*



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

9 **IN THE MATTER OF:**

10 **ROSE CASTRO,**

11 Employee,

12 vs.

13 **GHURA,**

14 Management.

ADVERSE ACTION APPEAL

CASE NO.: 15-AA07S

**STIPULATION OF SETTLEMENT**

15  
16 TO: *THE CIVIL SERVICE COMMISSION OF GUAM*

17 **THIS STIPULATION OF SETTLEMENT AND AGREEMENT**, is by and between  
18 **ROSE CASTRO** (hereinafter "Employee") and **GHURA** (hereinafter referred to as "Management")  
19 as follows:

20 **RECITALS**

21 A. The Employee commenced an appeal against Management in CCS Case No.  
22 15-AA07S, regarding Final Notice of Adverse Actions issued by Management that suspended the  
23 Employee for ten (10) working days effective June 2, 2015.

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

28 *///*

STIPULATION OF SETTLEMENT

Re: Rose Castro v. GHURA; Adverse Action Appeal Case No. 15-AA07S

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1  
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 and Compromise of the above-referenced matter. It is the intention  
8 of the parties by the execution of this Agreement to fully, finally and completely resolve all disputes  
9 between them regarding these matters, in the manner more specifically set forth in the terms of this  
10 Agreement that follow.

11 2. **Employee's Obligation.** Employee shall withdraw the Appeal from the Civil Service  
12 Commission and request that the Commission dismiss the Appeal in 15-AA07S with prejudice.

13 3. **Management's Obligation.**

14 3.1 Management shall rescind and expunge its Notice of Final Adverse Action  
15 dated, June 1, 2015.

16 3.2 Management agrees to fully back pay employee to the status she was at the  
17 time arising out of the ten (10) day suspension including all employee's benefits and retirement.

18 3.3 Management agrees to pay to Employee's Attorney Daniel S. Somerfleck One  
19 Thousand Dollars (\$1,000.00) for reasonable attorneys fees and costs.

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 compromise 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.

STIPULATION OF SETTLEMENT

Re: Rose Castro v. GHURA; Adverse Action Appeal Case No. 15-AA07S

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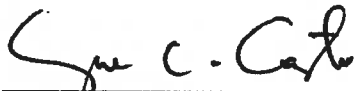
1  
2       6.     Independent Advice of Counsel. Each party represents and declares that it has  
3 received independent advice from its respective attorneys and representative with respect to the  
4 advisability of making the settlement provided for herein and with respect to the advisability of  
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 HOUSING & URBAN RENEWAL  
AUTHORITY  
*Management.*

15 



16  
17 ROSE CASTRO

MICHAEL J. DURNAS, *Executive Director*

18 DATE: 10-26-15

DATE: 10/16/2015

19 SOMERFLECK & ASSOCIATES, PLLC  
20 *Attorneys for Employee.*

LAW OFFICE OF CYNTHIA V. ECUBE,  
ESQ.  
*Management Lay Representative*

21  
22 By:   
23 DANIEL S. SOMERFLECK, ESQ.

24 By:   
25 CYNTHIA V. ECUBE, ESQ.

26  
27 DATE: 10/26/15

DATE: 10/17/15