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 P. LEON GUERRERO
Vice-Chairperson

PRISCILLA T. TUNCA P
Commissioner

JOHN SMITH
Commissioner

LOU HONGYEE
Commissioner

CATHERINE GAYLE
Commissioner

Rose Castro vs. GHURA
Case No. 15-AA07S
Judgment of Dismissal
BEFORE THE CIVIL SERVICE COMMISSION
OF GUAM

IN THE MATTER OF:
ROSE CASTRO,
Employee,

vs.

GHURA,
Management.

TO: THE CIVIL SERVICE COMMISSION OF GUAM

THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between

ROSE CASTRO (hereinafter “Employee”) and GHURA (hereinafter referred to as “Management”) as follows:

RECITALS

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

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

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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 and Compromise of the above-referenced matter. It is the intention of the parties by the execution of this Agreement to fully, finally and completely resolve all disputes between them regarding these matters, 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 15-AA07S with prejudice.

3. **Management's Obligation.**
   
   3.1 Management shall rescind and expunge its Notice of Final Adverse Action dated, June 1, 2015.
   
   3.2 Management agrees to fully back pay employee to the status she was at the time arising out of the ten (10) day suspension including all employee's benefits and retirement.
   
   3.3 Management agrees to pay to Employee's Attorney Daniel S. Somerfleck One Thousand Dollars ($1,000.00) for reasonable attorneys fees and costs.

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 compromise 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 representative 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.*

ROSE CASTRO  
DATE: 10-26-15

SOMERFLECK & ASSOCIATES, PLLC  
Attorneys for Employee.

By:  
DANIEL S. SOMERFLECK, ESQ.  
DATE: 10/26/15

*GUAM HOUSING & URBAN RENEWAL AUTHORITY*  
Management.

MICHAEL J. DURNAS, Executive Director  
DATE: 10/26/15

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

By:  
CYNTIA V. ECUBE, ESQ.  
DATE: 10/17/15