



BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



IN THE MATTER OF:

HEIDI BALLENDORF,

Employee,

vs.

GUAM WATERWORKS AUTHORITY,

Management.

ADVERSE ACTION
APPEAL
CASE NO.: 19-AA04S

JUDGMENT OF
DISMISSAL

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the signed Settlement Agreement and Non-Disclosure, attached hereto.

SO ADJUDGED this 22nd day of February, 2022.

JUAN K. CALVO
Chairman

JOHN SMITH
Vice Chairman

PRISCILLA T. TUNCAP
Commissioner

ANTHONY P. BENAVENTE
Commissioner

ROBERT C. TAITANO
Commissioner

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22-108

Attorney for Heidi Ballendorf

CIVIL SERVICE COMMISSION
Government of Guam

IN THE MATTER OF) Adverse Action Appeal Case No. 19-AA04S
Of)
HEIDI BALLENDORF, Employee)
vs.)
GUAM WATERWORKS AUTHORITY,)
Management.)

SETTLEMENT AGREEMENT
AND NON-DISCLOSURE

This Settlement Agreement is entered into by and between Heidi Ballendorf (hereinafter "Employee") and Guam Waterworks Authority (hereinafter "Management"). Employee and Management agree that:

RECITALS

A. The Employee commenced an appeal from an Adverse Action taken against her by Management before the Guam Civil Service Commission ("Commission") in Adverse Action Appeal Case No. 19-AA04S ("Appeal").

B. The parties enter into this settlement agreement (hereinafter "Agreement") in order to arrange the full settlement and discharge of the Appeal on the terms and conditions set forth herein.

COPY

1 C. This Agreement shall become effective upon execution of this Agreement by the Civil Service
2 Commission.

3 Now, therefore, for and in consideration of the mutual promises set forth herein, the parties agree
4 that:

5 1. Purpose of Agreement. Employee and Management agree and acknowledge that this
6 Agreement is a settlement and compromise of Employee's Appeal from said Notice of Final
7 Adverse Action taken by Management on August 6, 2019. Both parties intend by the execution
8 and performance hereof to fully, finally and completely resolve all disputes between them
9 regarding said Appeal.
10

11 2. Employee's Obligation.

12 2.1 Employee shall withdraw said Appeal, including all pending motions, from
13 the Civil Service Commission.

14 2.2 Employee shall resign in writing from her position with Guam Waterworks
15 Authority, within 24 hours (exclusive of weekends or holidays) of receipt of notice of the
16 signing of the Judgment before the Commission.

17 2.3 Employee shall contemporaneously herewith execute a Non-Disclosure
18 Agreement related to the following litigation:

- 19
20 (i) GovGuam / GWA v. Coretech Intl: CV1198-19 orCVA22-001
21 (ii) GWA v. Badger Meter Inc: CV1:20-00032

22 2.4 Employee agrees to an undisclosed settlement keeping all terms confidential
23 between the parties until finally resolved.

24 3. Management's Obligation.

25 3.1 Management shall voluntary dismiss said Adverse Action.

26 3.2 Management shall remove all references to said Adverse Action, including
27 all notices, responses by Employee, evidence and other pertinent material, from
28

1 Employee's personnel file, and that Employee's status upon resignation shall reflect in
2 "good standing."

3 3.3 Employee shall receive all back pay and benefits that she would have
4 received as if the Adverse Action had not occurred.

5 3.4 Management agrees that Employee shall receive a nominal pay-for-
6 performance adjustment, of 2%, for both FY2020 and FY2021 for purposes of this
7 settlement, and leaving employee's personnel evaluation for FY2020 and FY2021
8 outstanding with no additional remark(s) or change(s) to Employee's personnel record,
9 except as agreed herein.

10 3.5 Management agrees to an undisclosed settlement keeping all terms
11 confidential between the parties until finally resolved.

12 4. **Performance Accepted.** The parties agree that: (a) they will accept performance of
13 the obligations specified in this Agreement as a full and complete settlement of this Adverse
14 Action; (b) negotiations for this settlement, including statements and the exchange of information
15 between the parties and their attorneys or representatives, shall not be considered admissions by
16 any party; (c) neither party admits fault by settling this disputed claim.

17 5. **Additional Documents.** The parties shall cooperate fully and shall execute any and all
18 supplementary documents and take any and all additional actions that are necessary and
19 appropriate to give full force and effect to this Agreement.

20 6. **Independent Counsel.** Each party has received advice from its respective attorneys or
21 representatives as to the advisability of this settlement and the execution hereof and are satisfied
22 with said advice. Both parties represent that they have not relied on any statement or
23 representation by the other party or his attorney in entering into this settlement except as provided
24 herein. This agreement constitutes the entire agreement between the parties and there are no
25 collateral agreements, either oral or written.
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27
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1 7. Voluntary Agreement. The parties have carefully read this Agreement and understand

2 its terms and conditions and enter into it freely and voluntarily.

3 IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written by
4 their respective names.

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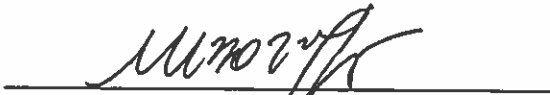
7 HEIDI BALLENDORF
Employee

8 Date: 02 15th 2022

6 

JACQUELINE TAITANO TERLAJE
Employee's Attorney

8 Date: 02/11/2022

10 

11 MIGUEL C. BORDALLO, P.E.
GWA General Manager

13 Date: 2.11.2022

10 

11 THERESA G. ROJAS
Management's Attorney

13 Date: 2/11/2022

16 JUAN K. CALVO
Chairperson

17 Date: _____

16 JOHN SMITH
Vice Chairperson

17 Date: _____

21 PRISCILLA T. TUNCAP
Commissioner

22 Date: _____

21 ANTHONY BENAVENTE
Commissioner

22 Date: _____

25 ROBERT TAITANO
Commissioner

26 Date: _____