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BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



IN THE MATTER OF:

JEREMY C. FLORES,

Employee,

vs.

DEPARTMENT OF CORRECTIONS,

Management.

ADVERSE ACTION APPEAL
CASE NO.: 22-AA01T

JUDGMENT OF DISMISSAL

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

SO ADJUDGED this 27th day of October, 2022.

JUAN K. CALVO
Chairman

PRISCILLA T. TUNCAP
Commissioner

ROBERT C. TAITANO
Commissioner

- ABSENT -

ANTHONY P. BENAVENTE
Vice Chairman

JOHN SMITH
Commissioner

FRANCISCO T. GUERREO
Commissioner

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BEFORE THE CIVIL SERVICE COMMISSION
GOVERNMENT OF GUAM

IN THE MATTER OF:)	
JEREMY C. FLORES,)	CASE NO. 22-AA01T
)	
Employee,)	
)	STIPULATION OF SETTLEMENT
vs.)	
)	
DEPARTMENT OF CORRECTIONS,)	
)	
Management.)	
)	

TO: THE CIVIL SERVICE COMMISSION OF GUAM AND ALL PARTIES

THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between JEREMY C. FLORES ("Employee") and the DEPARTMENT OF CORRECTIONS- ("Management") as follows:

RECITALS

- A. The Employee filed an appeal against Management in the Civil Service Commission on or about January 28, 2022 bearing Adverse Action Appeal Case No. 22-AA01T arising out of Management's issuance of a Final Notice of Adverse Action dated January 27, 2022, which resulted in his dismissal from the Department of Corrections effective January 27, 2022. Prior to service of the final adverse action, a proposed adverse action was personally served on January 14, 2022.

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Office of the Attorney General of Guam
Litigation Division

ORIGINAL

1 B. The parties desire to enter into this settlement Agreement (hereinafter
2 "Agreement") for this matter in order to provide for certain arrangements in full
3 settlement and discharge of the Appeal and upon the terms and conditions set
4 forth herein.

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

7 **NOW THEREFORE**, for and in consideration of the mutual promises set forth
8 herein, the parties agree as follows:

9 **1. Purpose of Agreement.** Employee and Management acknowledge and
10 agree that this Agreement is a Settlement and Compromise of the
11 referenced matter. It is the intention of the parties by the execution of this
12 Agreement to fully, finally and completely resolve all disputes between
13 them regarding these matters, in the manner more specifically set forth in
14 the terms of this Agreement that follow.

15 **2. Employee' Obligation.**

16 2.1 Employee shall withdraw his appeal from the Civil Service
17 Commission and request that the Commission dismiss his Appeal with
18 prejudice according to the terms of this Agreement. Employee waives
19 all right to further appeal.

20 2.2 Employee agrees that the Notice of Final Adverse Action shall be
21 superseded by this Settlement Agreement and CSC's Judgment of
22 Dismissal based on all terms in this Agreement.

23 2.3 Employee shall not receive any back pay, compensation, costs,
24 benefits, or attorney's fees as a result of this Agreement. This
25

1 agreement does not affect any vested benefits that had accrued to
2 Employee as of the date of his dismissal.

3 2.4 Employee shall submit a letter of resignation indicating his
4 resignation is not in good standing, and shall be retroactive to the date
5 of his dismissal effective January 27, 2022. By his acceptance on this
6 agreement, Employee agrees his resignation shall be deemed NOT IN
7 GOOD STANDING. The parties agree that Management will prepare
8 and submit all documents to effectuate Employee's resignation to
9 reflect that the resignation is deemed not in good standing, and the
10 documents shall be retroactive to January 27, 2022 (his dismissal).
11 Management will submit these documents within a reasonable time
12 after receipt of Employee's written letter of resignation as set forth in
13 this section.

14 2.5 Employee waives all rights known or unknown against Management
15 as of his signature on this Agreement.

16 2.6 Employee agrees he is not entitled to seek re-employment with DOC
17 and waives all rights or privilege to re-employment under Guam law
18 and rules.

19 2.7 Additionally, Employee agrees he shall not apply to work for DOC,
20 shall not seek re-employment with DOC, and agrees he shall not work
21 and shall not be hired to work at DOC at any future date as a
22 condition of this agreement allowing him to resign in lieu of
23 dismissal.

24 2.8 Employee's acceptance on all terms is required to effectuate this
25 agreement and to ensure his dismissal from employment is amended

1 to reflect a resignation not in good standing effective retroactively to
2 January 27, 2022.

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

4 3.1 Management shall accept Employee's resignation NOT IN GOOD
5 STANDING, retroactive to the date of his dismissal on January 27,
6 2022. This Agreement on all terms, and the subsequent CSC
7 Judgment of Dismissal shall supersede the Notice of Final Adverse
8 Action dismissing Employee effective January 27, 2022. Based on
9 this Agreement and subsequent CSC Judgment of Dismissal, the
10 parties will execute all necessary documents to reflect Employee's
11 resignation to reflect his resignation not in good standing.

12 3.2 Management shall not owe or be responsible to Employee for any
13 backpay, compensation, benefits, attorney's fees or costs relating to
14 this Agreement in allowing Employee to resign back to the date of his
15 prior dismissal. All vested benefits accrued to Employee as of
16 January 27, 2022, are not subject to this agreement.

17 3.3 Pursuant to the material terms of this Agreement, Employee and
18 Management agree that Employee shall not be re-employed or re-
19 hired by the Department of Corrections at any time. Employee is free
20 to apply and work at other agencies of the Government of Guam but
21 he shall not apply for or be re-hired by the Department of Corrections.
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1 4. **Performance Accepted.** The parties agree and acknowledges: (a) that it
2 accepts performance of its obligations specified in this Agreement as a
3 full and complete compromise of matters involving disputed issues; (b)
4 that the negotiations for this settlement (including all statements,
5 admissions or communications) by the parties or their attorneys or
6 representatives shall not be considered admissions by any of said parties;
7 (c) and that no past or present wrong doing on the part of the parties shall
8 be implied by such negotiations.

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

13 6. **Independent Advice of Counsel.** Each party represents and declares that
14 it has received independent advice from its respective attorneys or
15 representative with respect to the advisability of making the settlement
16 provided for herein and with respect to the advisability of executing this
17 Agreement. Each party further represents and declares that it has not
18 relied upon any statement or representation by the other party or of any of
19 its partners, agents, employees, or attorneys in executing this Agreement
20 or in making the settlement provided for herein, except as expressly
21 provided for herein.
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1 7. **Voluntary Agreement.** Each party represents and declares that it has
2 carefully read this Agreement, that it knows the contents of this
3 Agreement, and that it has signed the same freely and voluntarily.
4

5 **IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date
6 written by their respective names.

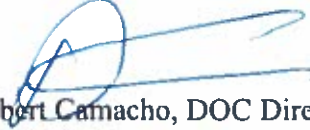
7 FOR EMPLOYEE:

8 

9 Employee

10 Date: 9/28/22

7 FOR MANAGEMENT:

8 

9 Robert Camacho, DOC Director

10 Date: 10/3/22

11
12 Reviewed as to form and content:

13 

14
15 Robert Koss, GFT

12 Reviewed as to form and content:

13  10/3/22

14
15 AAG Lawrence

Jeremy C. Flores
127 E. Kamachille Ct.
Dededo, Guam 96929

Bob Camacho, Director
Guam Department of Corrections
#1 Mashburn Lane, Dairy Road,
Mangilao, GU 96913

Subject: Letter of Resignation

Dear Mr. Camacho,

Please accept my voluntary resignation (not in good standing) from the Department of Corrections effective January 27, 2022.

This letter shall also serve as a notice of dismissal of my appeal to the Civil Service Commission, Case no. 22-AA01T.



JEREMY C. FLORES