



BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



IN THE MATTER OF:

PATRICIA CERTEZA,

Employee,

vs.

GUAM POLICE DEPARTMENT,

Management.

ADVERSE ACTION APPEAL
CASE NO.: 21-AA19T

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 15th day of March, 2022.

(ABSENT)

JUAN K. CALVO
Chairman

JOHN SMITH
Vice Chairman

PRISCILLA T. TUNCAP
Commissioner

ANTHONY P. BENAVENTE
Commissioner

ROBERT C. TAITANO
Commissioner



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22-124



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

8 **PATRICIA CERTEZA,**
 9 **Employee,**

ADVERSE ACTION APPEAL
Case No. 21-AA19T

10 **vs.**

STIPULATION OF SETTLEMENT

11 **GUAM POLICE DEPARTMENT,**
 12 **Management.**

13 To the Civil Service Commission of Guam and opposing Management Representative of record.

14 THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between
 15 PATRICIA CERTEZA (hereinafter "Employee") and GUAM POLICE DEPARTMENT,
 16 (hereinafter referred to as "Management") as follows:

17 **RECITALS**

- 18 A. The Employee was served with a Final Notice of Adverse Action that terminated her
- 19 employment with the GPD on May 30, 2021 and,
- 20 B. Employee subsequently commenced an Adverse Action Appeal (21-AA19T) in the Civil
- 21 Service Commission of Guam; and,
- 22

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

26 C. The terms and conditions of said Agreement shall become operative upon execution of
 27 this Agreement.

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



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

6 **2. Employee's Obligation.**

7 2.1 Employee hereby withdraws the responsive Adverse Action Appeal from the Civil Service
8 Commission; and,

9 2.2 Employee agrees that Management shall rescind and expunge the responsive adverse action
10 from her files.

11 2.3 Employee agrees that Employee shall submit a letter of resignation effective retroactive to
12 the date of her separation or May 30, 2021.

13 2.4 Employee agrees to accept a lump sum payment of *six thousand five hundred dollars*
14 (*\$6,500.00*) for the full and complete discharge of this matter.

15 2.4 Employee agrees that she shall not seek re-employment with the Guam Police Department.

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

17 3.1 Management agrees to rescind and expunge the responsive Adverse Action from employee
18 files and accept her letter of resignation effective retroactive to that same date.

19 3.2 Management shall provide the employee *six thousand five hundred dollars (\$6,500)* as total
20 compensation for the discharge of this matter.

21 3.3 Management agrees that the employee shall not seek re-employment in the Guam Police
22 Department.

23 **4. Performance Accepted.** The parties agree and acknowledges: (a) that it accepts
24 performance of its obligations specified in this Agreement as a full and complete compromise of
25 matters involving disputed issues; (b) that the negotiations for this settlement (including all
26 statements, admissions or communications by the parties of their attorneys or representative shall
27 not be considered by any of said parties; (c) and that no past or present wrong doing on the part
28 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



1 give full force and effect to the basic terms and intent of this Agreement within thirty days of the
2 effective date.

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

9 **7. Voluntary Agreement.** Each party represents and declares that it has carefully read this
10 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 effective as of the
13 date written by their respective names.

14
15 **For Employee:**

For Management:

16
17 

18 PATRICIA CERTEZA

16
17 

18 STEPHEN IGNACIO, Chief of Police

19 Date: 2/23/22

19 Date: FEB 15 2022