

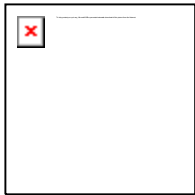
**From:** Committee on Rules 36GL <cor@guamlegislature.org>  
**Sent:** Friday, July 9, 2021 2:08 PM  
**To:** Clerks; Rennae Meno  
**Cc:** Speaker Therese M. Terlaje  
**Subject:** Messages and Communications for Doc. No. 36GL-21-0796\*  
**Attachments:** 36GL-21-0796.pdf

*Håfa Adai* Clerks,

Please see attached M&C Doc. No. 36GL-21-0796 for processing:

36GL-21-0796	Civil Service Judgment Executed on July 8, 2021*	Guam Civil Service Commission
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*Si Yu'os Ma'åse'*,



**COMMITTEE ON RULES**

Vice Speaker Tina Rose Muña Barnes  
36th Guam Legislature  
*I Mina'trentai Sais Na Liheslaturan Guåhan*  
163 Chalan Santo Papa Hågatña Guam 96910  
Email: [cor@guamlegislature.org](mailto:cor@guamlegislature.org)

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----- Forwarded message -----

**From:** Speaker Therese M. Terlaje <[speaker@guamlegislature.org](mailto:speaker@guamlegislature.org)>  
**Date:** Thu, Jul 8, 2021 at 6:28 PM  
**Subject:** Messages and Communications for 36GL-21-0796  
**To:** Legislative Secretary Amanda Shelton <[officeofsenatorshelton@guamlegislature.org](mailto:officeofsenatorshelton@guamlegislature.org)>, Committee on Rules 36GL <[cor@guamlegislature.org](mailto:cor@guamlegislature.org)>

*Håfa Adai,*

Please see attached M&C Doc. No. 36GL-21-0796.

36GL-21-0796	Civil Service Judgment Executed on July 8, 2021.*	Guam Civil Service Commission
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*Si Yu'os Ma'åse'*,

Maria Abante  
Legislative Assistant

**Office of Speaker Therese M. Terlaje**  
**Committee on Health, Land, Justice and Culture**

*I Mina'trentai Sais na Liheslaturan Guahan*

36th Guam Legislature

Office Location: Ada Plaza Center, Suite 207, 173 Aspinall Avenue, Hagåtña, Guam 96910

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T: (671) 472-3586 F: (671) 989-3590 Email: [speaker@guamlegislature.org](mailto:speaker@guamlegislature.org)

website: [www.senatorterlaje.com](http://www.senatorterlaje.com)

----- Forwarded message -----

From: **Susan Corbin** <[susan.corbin@csc.guam.gov](mailto:susan.corbin@csc.guam.gov)>

Date: Thu, Jul 8, 2021 at 3:20 PM

Subject: Civil Service Judgment Executed on July 8, 2021

To: Speaker's Office <[speaker@guamlegislature.org](mailto:speaker@guamlegislature.org)>, Office of Senator Shelton Guam Legislature

<[officeofsenatorshelton@guamlegislature.org](mailto:officeofsenatorshelton@guamlegislature.org)>

*Hafa Adai: Please find attached one judgment executed by the Civil Service Commission in its meeting of July 8, 2021. This is mandated under 4 GCA, Section 4403. Thank you.*

***Si Yu'os Ma'ásé***

Susan Corbin

Legal Secretary

Civil Service Commission

Tel: 647-1855



Speaker Therese M. Terlaje <speaker@guamlegislature.org>

## Civil Service Judgment Executed on July 8, 2021

Susan Corbin <susan.corbin@csc.guam.gov>

Thu, Jul 8, 2021 at 3:19 PM

To: Speaker's Office <speaker@guamlegislature.org>, Office of Senator Shelton Guam Legislature  
<officeofsenatorshelton@guamlegislature.org>

*Hafa Adai: Please find attached one judgment executed by the Civil Service Commission in its meeting of July 8, 2021. This is mandated under 4 GCA, Section 4403. Thank you.*

**Si Yu'os Ma'ásé**

Susan Corbin  
Legal Secretary  
Civil Service Commission  
Tel: 647-1855

Doc Type: 36GL-21-0796

OFFICE OF THE SPEAKER  
THERESE M. TERLAJE

**-07- 08 2021**

Time: 3:19 pm

Received: [Signature]

 **Angelo Roman Sajo vs. Guam Memorial Hospital Authority; Judgment of Dismissal (dated July 8, 2021).pdf**  
149K

COMMITTEE ON RULES

RECIEVED:

July 9, 2021

8:00 A.M.

[Signature]



BEFORE THE  
GUAM CIVIL SERVICE COMMISSION  
BOARD OF COMMISSIONERS



21-474



IN THE MATTER OF:

ANGELO ROMAN SAJO,

Employee,

vs.

GUAM MEMORIAL HOSPITAL  
AUTHORITY,

Management.

ADVERSE ACTION APPEAL  
CASE NO.: 21-AA06S

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 8th day of July, 2021.

\_\_\_\_\_  
JUAN K. CALVO  
Chairman

\_\_\_\_\_  
JOHN SMITH  
Vice Chairman

\_\_\_\_\_  
PRISCILLA T. TUNCAP  
Commissioner

(absent)  
\_\_\_\_\_  
EMILIA F. RICE  
Commissioner

\_\_\_\_\_  
ANTHONY P. BENAVENTE  
Commissioner

\_\_\_\_\_  
ROBERT C. TAITANO  
Commissioner



1 Robert E. Koss, Lay Representative  
 2 Guam Federation of Teachers  
 3 P.O. Box 2301  
 4 Hagatna, Guam 96910  
 5 Ph. (671) 735-4390 Fax (671) 734-8085  
 6 Email rkoss@gftunion.com



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

*AR. 06/20/21*  
*21-428*

8 **ANGELO ROMAN SAJO,**  
 9 **Employee,**

**ADVERSE ACTION APPEAL**  
**Case No. 21-AA06S**

10 **vs.**

**STIPULATION OF SETTLEMENT**

11 **GUAM MEMORIAL HOSPITAL**  
 12 **AUTHORITY,**  
 13 **Management.**

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

14  
 15 **THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between**  
 16 **ANGELO ROMAN SAJO (hereinafter "Employee") and GUAM MEMORIAL HOSPITAL**  
 17 **AUTHORITY, (hereinafter referred to as "Management") as follows:**

18 **RECITALS**

- 19 **A. The Employee was suspended without pay for thirty (30) workdays from his employment**  
 20 **with GMHA beginning April 8, 2021, pursuant to Final Notice of Adverse Action-**  
 21 **GMHA-21-04; and,**
- 22 **B. Employee commenced an Adverse Action Appeal in the Civil Service Commission on**  
 23 **April 20, 2021; and,**
- 24 **C. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") for**  
 25 **this and all pending matters in order to provide for certain arrangements in full settlement**  
 26 **and discharge of the Appeal in fair and equitable means and upon the terms and**  
 27 **conditions set forth herein.**



1  
2 D. The terms and conditions of said Agreement shall become operative upon execution of  
3 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 this  
7 Agreement is a Settlement and Compromise of the referenced matter. It is the intention of the  
8 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  
10 this Agreement that follow.

11 **2. Employee's Obligation.**

12 2.1 Employee hereby withdraws the Adverse Action Appeal from the Civil Service  
13 Commission pursuant to the mutually agreeable terms of this agreement.

14 2.2 Employee agrees to waive all rights to pursue any further appeal or claim known and  
15 unknown against the GMHA concerning this matter.

16 2.3 Employee agrees to accept a suspension without pay for fifteen (15) workdays in lieu of  
17 management's original action to suspend him without pay for thirty (30) workdays of  
18 employment.

19 2.4 Employee shall recover the difference of fifteen (15) workdays pay as a result of this  
20 agreement.

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

22 3.1 Management agrees to modify the adverse action from a thirty (30) workdays suspension  
23 without pay to a fifteen (15) workdays suspension without pay.

24 3.2 Management agrees to compensate the employee for fifteen (15) workdays pay as a result  
25 of this agreement.

26 **4. Performance Accepted.** The parties agree and acknowledges: (a) that it accepts  
27 performance of its obligations specified in this Agreement as a full and complete compromise of  
28 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 unless fraudulent; and (c) that neither party admits  
any wrong doing.

STIPULATION OF SETTLEMENT - 2



1  
2 **5. Additional Documents.** All parties agree to cooperate fully and execute any and all  
3 supplementary documents and take all additional actions that may be necessary as appropriate to  
4 give full force and effect to the basic terms and intent of this Agreement within thirty (30) days  
5 of the effective date.

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

13 **7. Voluntary Agreement.** Each party represents and declares that it has carefully read this  
14 Agreement, that it knows the contents of this Agreement, and that it has signed the same freely  
15 and voluntarily.

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

18 **For Employee:**

18 **For Management:**

19

19

20 \_\_\_\_\_  
21 **Angelo Roman Sajo, Employee**

20 \_\_\_\_\_  
21 **Lillian Perez-Posadas, MN, RN  
Hospital Administrator/CEO**

22  
23 **Date:**

23 06/22/21

23 **Date:**

23 6/18/2021