



GOVERNMENT OF GUAM

CIVIL SERVICE COMMISSION
KUMISION I SETBISION SIBIT

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FACSIMILE INFORMATION PAGE

32-13-157
Office of the Speaker
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FAX NO.: 472-3400 TOTAL PAGES: 6

(Including Cover Page)

FROM: Rachel G. Paulino

REFERENCE: Marilyn G. Deplata vs GHURA

11-AA23S

Judgment of Dismissal

FOR YOUR INFORMATION AS PER YOUR REQUEST

COMMENTS: Hard Copy is available at CSC

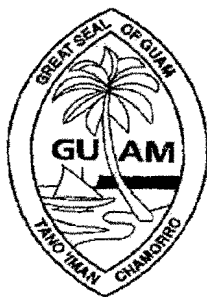
SENT BY: rgp DATE: 3/1/2013 DAY: Friday

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BEFORE THE
GUAM CIVIL SERVICE COMMISSION



IN THE MATTER OF:

MARILYN G. DEPLATA,

Employee,

vs.

GUAM HOUSING & URBAN
RENEWAL AUTHORITY,

Management.

ADVERSE ACTION APPEAL
CASE NO. 11-AA23S

JUDGMENT OF DISMISSAL

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to Stipulation of Settlement signed by both parties and submitted to the Commission on January 30, 2013, which is attached hereto.

SO ADJUDGED THIS 28th DAY OF February 2013.

LUIS R. BAZA
Chairman

MANUEL R. PINAUIN
Vice-Chairman

PRISCILLA T. TUNCAP
Commissioner

Not Present

JOHN SMITH
Commissioner

LOURDES HONGYEE
Commissioner

DANIEL D. LEON GUERRERO
Commissioner

EDITH C. PANGELINAN
Commissioner

ORIGINAL

1 **THE LAW OFFICES OF MARK S. SMITH**
 2 Two Agana Bay
 3 440 East Marine Corp. Dr. Ste. 101-B
 4 Hagatna, Guam 96910
 Telephone: (671) 477-6631/32
 Facsimile: (670) 477-8831



5 Attorney for Management,
 6 *Guam Housing & Urban Renewal Authority*

7 **CIVIL SERVICE COMMISSION**
 8 **GOVERNMENT OF GUAM**

9			
10	IN THE MATTER OF:)	ADVERSE ACTION APPEAL
)	CASE NO: 11-AA23S
11	MARILYN G. DEPLATA)	
12	Employee,)	
13)	
14	vs.)	STIPULATION OF DISMISSAL
)	WITH PREJUDICE
15	GUAM HOUSING & URBAN RENEWAL)	
	AUTHORITY)	
16)	
17	Management.)	

18 COMES NOW, Management, Guam Housing and Urban Renewal Authority, through
 19 counsel undersigned, and the Employee Marilyn G. Deplata through David Babauta, Guam
 20 Federation of Teachers representative for Employee and hereby stipulate to the following:
 21

22 **RECITALS**

23 1. The Employee commenced a timely appeal against Management in the Civil Service
 24 Commission bearing Adverse Action Appeal Case No. 11-AA-23S, as a result of a Final Notice of
 25 Adverse Action issued on July 6, 2011, that suspended her for three (3) working days.
 26
 27
 28

1 Marilyn G. Deplata v. Guam Housing & Urban Renewal Authority
2 Stipulation of Dismissal

Adverse Action Appeal 11AA-23S

3 2. Employee desires to settle this matter and enter into this stipulation of settlement
4 (hereinafter "Agreement") to provide for certain arrangements in full settlement and discharge of the
5 Appeal and upon the terms and conditions set forth herein.

6 3. The terms and conditions of said Agreement shall become operative upon the
7 execution of this Agreement by the last of the parties to sign but is conditional upon a Judgment
8 issuing reflecting the terms and conditions herein. Once Judgment is issued based on this
9 Agreement, the terms and conditions of the Stipulation shall merge into the Judgment.
10

11 **NOW THEREFORE**, for and in consideration of the mutual promises set forth herein, the
12 parties agree as follows:
13

14 1. Purpose of Agreement. Employee and Management acknowledge and agree that her
15 Agreement is a settlement and compromise of the referenced matters. It is the intention of the parties
16 by the execution of this Agreement to fully, finally and completely resolve this adverse action appeal
17 by agreeing to the terms and conditions herein and ensuring that those terms become part of a
18 Judgment reflecting the terms and conditions stated herein. There are no other agreements between
19 the parties other than the terms and conditions stated herein.
20

21 2. Employee's Obligation.

22 2.1 Employee withdraws her appeal from the Civil Service Commission and
23 requests that the Commission dismiss the Appeal with prejudice.
24

25 2.2 This Agreement and the Judgment of Dismissal of the adverse action shall
26 remain in the employee's personnel jacket and shall supersede the adverse action documents to be
27 expunged.
28

1 Marilyn G. Deplata v. Guam Housing & Urban Renewal Authority Adverse Action Appeal 11AA-23S
2 Stipulation of Dismissal

3 2.3 The Employee shall pay her own attorney's fees and costs. Management
4 shall not be liable to pay any attorney's fees and costs incurred by the Employee and/or his counsel.

5 3. Management's Obligations.

6 3.1 Management shall expunge all adverse action documents filed relating to this
7 case from the Employee's personnel file once it receives the Judgment of Dismissal and the
8 Employee has accepted the letter of reprimand prepared by Management. This Agreement and the
9 Judgment of Dismissal shall replace all adverse action documents and shall remain in the
10 Employee's file indefinitely.
11

12 3.2 Management and Employee agree that the Employee shall not be entitled to
13 receive compensation and benefits for the period of her three (3) working day suspension.
14

15 4. Additional Documents. All parties agree to cooperate fully and execute any and all
16 documents and take all additional actions that may be necessary as appropriate to give full force and
17 effect to the basic terms and intent of his Agreement.
18

19 5. Independent Advice of Counsel. Each party represents and declares that the party
20 has received independent advice from its respective attorneys or representative with respect to the
21 advisability of making the settlement provided for herein and with respect to the advisability of
22 executing his Agreement. Each party further represents and declares that the party has not relied
23 upon any statement or representation by the other party or of any of its partners, agents, employees,
24 or attorneys in executing this Agreement or in making the settlement provided for herein, except as
25 expressly provided for herein. This Agreement resolved all outstanding issues. This is the final and
26 binding Agreement between the parties.
27
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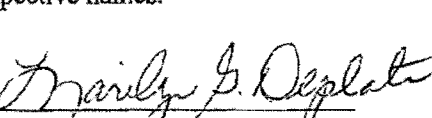
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Marilyn G. Deplata v. Guam Housing & Urban Renewal Authority
Stipulation of Dismissal

Adverse Action Appeal 11AA-23S

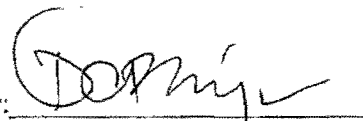
6. Voluntary Agreement. Each party represents and declares that each party has carefully read this Agreement, that each party knows the contents of this Agreement, and that each party has signed the same freely and voluntarily, and each part has the authority to enter into this Agreement.

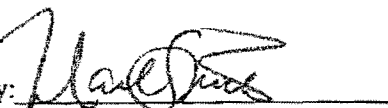
IN WITNESS HEREOF, the parties have executed this Agreement as of the date written by their respective names.

By: 
MARILYN G. DEPLATA
Employee

By: 
RAY S. TOPASNA
Management
Guam Housing and Urban Renewal
Authority, Executive Director

APPROVE AS TO FORM AND CONTENT:

By: 
DAVID BABAUTA
Representative for Employee

By: 
MARK S. SMITH, ESQ.
Attorney for Management