

BEFORE THE  
GUAM CIVIL SERVICE COMMISSION  
BOARD OF COMMISSIONERS



IN THE MATTER OF:

CHERRY PIE S. PANICAN,

Employee,

vs.

GUAM MEMORIAL HOSPITAL  
AUTHORITY,

Management.

ADVERSE ACTION APPEAL  
CASE NO. 14-AA26S

JUDGMENT OF DISMISSAL

Office of the Legislative Secretary  
Senator Tina Rose Mufia Barnes  
Date 4-08-15  
Time 4:00  
Received by [Signature]

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the Withdrawal of Adverse Action Appeal and the attached Stipulation for Settlement signed by both parties, attached hereto.

SO ADJUDGED THIS 7<sup>th</sup> day of April 2015.

[Signature]  
LUIS R. BAZA  
Chairman

[Signature]  
MANUEL R. PINALIN  
Vice-Chairman

3315-0320  
Office of the Speaker  
Judith E. Won Pat, Ed.D

[Signature]  
PRISCILLA T. TUNCAI  
Commissioner

[Signature]  
JOHN SMITH  
Commissioner

Date: 04-08-15  
Time: 4:45pm  
Received by: [Signature]

[Signature]  
LOU HONGYEE  
Commissioner

DANIEL D. LEON GUERRERO  
Commissioner

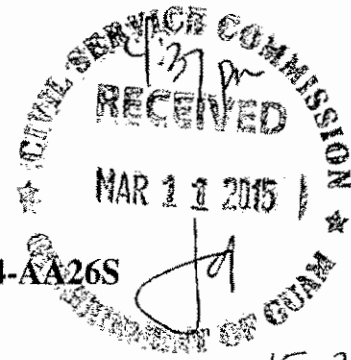
[Signature]  
EDITH C. FANGELINAN  
Commissioner

ORIGINAL

2015 APR 9 PM 2:36 [Signature]

3-13-15 ✓  
**Guam Federation of Teachers**

Before the Civil Service Commission  
In the Government of Guam



**IN THE MATTER OF:  
CHERRY PIE S. PANICAN**

Employee,

vs.

**GUAM MEMORIAL HOSPITAL  
AUTHORITY,**

Management.

CASE NO#14-AA26S

**WITHDRAWAL OF ADVERSE  
ACTION APPEAL WITH  
PREJUDICE**


15-307

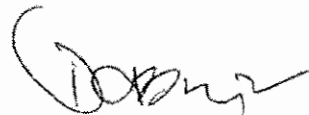
*TO: THE CIVIL SERVICE COMMISSION OF GUAM AND OPPOSING  
MANAGEMENT REPRESENTATIVE OF RECORD*

**Comes Now**, the Employee in the above Captioned and Numbered Civil Service Commission Case, by and through her authorized representative of record hereby enters this Withdrawal of Adverse Action Appeal. Management and the Employee have come to a Settlement Agreement; of which an integral portion thereof is a dismissal of the Civil Service Commission Case #14-AA26S.

Accordingly Employee hereby moves to dismiss the above captioned and numbered CSC case in accordance with the above referenced Settlement Agreement with Management.

Submitted on the 11<sup>th</sup> day of March, 2015 by:

  
CHERRY PIE S. PANICAN  
Employee

  
DAVID C BABAUTA  
GFT Representative



**Guam Federation of Teachers**

**Timothy Fedenko**  
President

**David C. Babauta**  
Lay Representative

P.O. Box 2301  
Hagåtña, Guam 96910 • USA  
(671) 735-4390 • (671) 734-8085



Guam's Local Union 1581

RECEIVED

By: SPK

Date: 03-09-15

**Representative for Employee**

In The Matter Of:

**CHERRY PIE PANICAN,**

Employee,

vs.

**GUAM MEMORIAL HOSPITAL  
AUTHORITY,**

Management.

) ADVERSE ACTION APPEAL  
) CASE NO.: 14-AA26S

) STIPULATION FOR SETTLEMENT

THIS STIPULATION OF SETTLEMENT is by and between **CHERRY PIE PANICAN** ("Employee") and **GUAM MEMORIAL HOSPITAL AUTHORITY** ("Management") as follows:

**RECITALS**

- A. The Employee commenced an appeal against Management in the Civil Service Commission bearing Adverse Action Appeal Case No. 14-AA26S. The employee appealed from Management's issuance of a Final Notice of Adverse Action issued against the employee which resulted in a Three (3) Day Suspension.
- B. Management and the Employee agree that this is a disputed case and in order to achieve favorable relations between the Employee and Management, and in the

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Agreement as a full and complete compromise of matters involving disputed issues before the Civil Service Commission; (b) that the negotiations for this settlement (including all statements, admissions or communications) by the parties or their attorneys or representatives shall not be considered admissions by any of said parties; (c) and that no past or present wrong doing on the part 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 give full force and effect to the basic terms and intent of this Agreement.

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

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