

BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



IN THE MATTER OF:

TERESA LYNDA GUTIERREZ,

Employee,

vs.

DEPARTMENT OF PUBLIC HEALTH
AND SOCIAL SERVICES,

Management.

ADVERSE ACTION APPEAL
CASE NO. 14-AA22S

JUDGMENT OF DISMISSAL

93-15-0625

Office of the Legislative Secretary

Senator: Tina Torres, Maria Barnes

Date: 7/15/15

Time: 11:50 am

Received by: Alicia Torres

2015 JUL 15 PM 1:59 AM

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the attached Employee's Motion to Dismiss Adverse Action Appeal and Stipulation for Settlement; and Agreement, attached hereto.

SO ADJUDGED THIS 14th day of July 2015.

LUIS R. BAZA
Chairman

MANUEL R. JINAUIN
Vice-Chairman

Office of the Speaker
Judith T. Won Pat, F.L.D

Date: 07-15-15
Time: 11:55 AM
Received By:

PRISCILLA T. TUNCA
Commissioner

JOHN SMITH
Commissioner

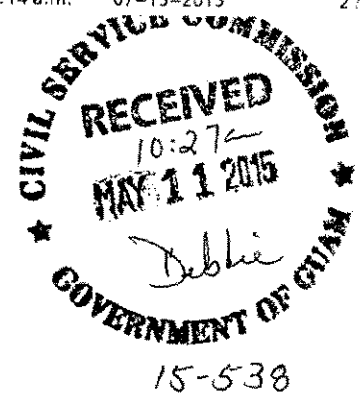
LOURDES HONGYEE
Commissioner

DANIEL D. LEON GUERRERO
Commissioner

EDITH C. PANGELINAN
Commissioner

ORIGINAL

0625



TERESA LYNDA GUTIERREZ
 P.O. Box 2344
 Hagatna, Guam 96932
 Cell:(671) 483-7333
 Employee, pro se

BEFORE THE CIVIL SERVICE COMMISSION
 GOVERNMENT OF GUAM

IN THE MATTER OF:)	
)	
TERESA LYNDA GUTIERREZ,)	ADVERSE ACTION CASE NO. 14-AA22S
)	
Employee,)	
)	
vs.)	EMPLOYEE'S MOTION
)	TO
)	DISMISS ADVERSE ACTION APPEAL
DEPARTMENT OF PUBLIC HEALTH)	
AND SOCIAL SERVICES,)	
)	
Management.)	

Pursuant to an agreement reached with Management by and through the Government of Guam, Employee **Teresa Lynda Gutierrez** moves to dismiss her appeal in the above styled case with prejudice.



 TERESA L. GUTIERREZ



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Elizabeth Barrett-Anderson
 Attorney General of Guam
 Civil Litigation Division
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Attorneys for the Government of Guam

BEFORE THE CIVIL SERVICE COMMISSION
GOVERNMENT OF GUAM

IN THE MATTER OF:)	ADVERSE ACTION CASE NO. 14-AA22S
)	
TERESA LYNDA GUTIERREZ,)	
)	
Employee,)	
)	
vs.)	STIPULATION FOR SETTLEMENT; AND
)	AGREEMENT
DEPARTMENT OF PUBLIC HEALTH)	
AND SOCIAL SERVICES,)	
)	
Management.)	

THIS STIPULATION FOR SETTLEMENT; AND AGREEMENT, by and between Teresa Lynda Gutierrez (“Employee”) and the Department of Public Health and Social Services (“Management”) is provided herein; accordingly:

RECITALS

A. The Employee was served with a Notice of Proposed Adverse Action on August 12, 2014. The employee was to be suspended for thirty (30) working days, effective Monday,

September 1, 2014. Employee was served a Notice of Final Adverse Action on August 29, 2014. Employee filed a timely Notice of Appeal with the Civil Service Commission ("CSC") on September 9, 2014.

- B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") to provide for certain arrangements in full settlement of the adverse action appeal. This Agreement sets forth all of the terms and conditions between the parties, and no other agreements or promises exist other than as set forth herein.
- C. The terms and conditions of said Agreement shall become operative upon the execution of this Agreement by the last of the parties to sign.
- D. The Agreement is conditioned upon a Judgment being issued by the CSC on all terms. If no Judgment issues based on all of the terms herein, then the Agreement shall be void and the matter shall proceed as an adverse action appeal before the CSC.

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

1. **Purpose of Agreement.** Employee and Management acknowledge and agree that this Agreement is a settlement and compromise of the adverse action appeal. It is the intention of the parties by the execution of this Agreement to fully, finally and completely resolve the matter between themselves as to employee's employment status and the matters referenced in the Notice of Proposed and Final Adverse Action.

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2. **Employee's Obligation.**

- 2.1 Employee shall dismiss her adverse action appeal with prejudice and waives her right to further appeal the adverse action and/or to set aside the terms of this Agreement once it is signed by all parties and counsel.
- 2.2 Employee has resigned effective as of the close of business ("COB"), October 13, 2014, and agrees that shall be her effective termination date.
- 2.3 Employee's records shall reflect that she was on leave without pay status for the period of Monday, September 1, 2014 through to her effective termination date.
- 2.4 Employee has represented that she does not have the U.S. Consumer Product Safety Commission credential that was issued by Management. If it should be found, Employee shall return it to Management.
- 2.5 Her letter of resignation shall remain in the employee's personnel jacket along with this Agreement. This Agreement, the letter of resignation, and the Judgment to be received from the CSC based on this Agreement, shall replace and supersede the Notices of Proposed and Final Adverse Action, which shall be expunged after receipt of the Judgment on which this Agreement is based.
- 2.6 Employee shall not be entitled to any monies, benefits, compensation, and/or attorney's fees and costs, for the period referenced in ¶ 2.3 *supra*.
- 2.7 Employee unconditionally waives, and forever releases, Management, and all employees and agents of the Department of Health and Social Services

("Releasees"), from any and all claims, actions, suits, demands, agreements, liabilities, judgments, and proceedings, at law, in equity, and administratively, arising from the beginning of time to the date of these presents, whether known or unknown, and agrees not to bring suit thereon, against Releasees.

2.8 Employee shall pay her own attorney's fees and costs associated with this matter.

3. **Management's Obligation.**

3.1 Management shall expunge the Notices of Proposed and Final Adverse Action and all references relating to this case from the employee's personnel file after Management receives all of the following: (a) the conformed Agreement signed by all parties, and (b) the Judgment issued by CSC dismissing Employee's appeal based on the parties' Agreement.


3.2 This Agreement, the Judgment from CSC based on the Agreement, and the letter of resignation shall replace and supersede the Notice of Final Adverse Action, which shall then be expunged. The Agreement, the Judgment, and the letter of resignation shall permanently remain in the employee's personnel file.

3.3 Management and the Employee agree that the employee shall not be entitled to receive any monies, benefits and/or attorney's fees and costs under this Agreement. Employee shall bear her own attorney's fees and costs.


4. **Performance Accepted.** The parties each agree and acknowledge:
- (a) that the party accepts performance of his/her obligations specified in this 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 wrongdoing 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, and/or has been advised to seek such representation and advice and has declined. 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.

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



TERESA L. GUTIERREZ
EMPLOYEE



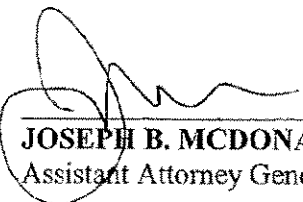
JAMES GILLAN
DIRECTOR DEPARTMENT OF PUBLIC
HEALTH AND SOCIAL SERVICES

Date: 4/23/15

Date: 4-27-15

Dated this 29 day of April, 2015.

OFFICE OF THE ATTORNEY GENERAL
Elizabeth Barrett-Anderson, Attorney General

By: 

JOSEPH B. MCDONALD
Assistant Attorney General