

BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



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IN THE MATTER OF:

ANNABELLE M.T. SALAS,

Employee,

vs.

OFFICE OF THE ATTORNEY
GENERAL,

Management.

ADVERSE ACTION APPEAL
CASE NO. 14-AA24T

JUDGMENT OF DISMISSAL

Office of the Legislative Secretary
Senator Tina Torres M. de la Barnes
Date: 7/15/15
Time: 4:27 pm
Received by: *Alison, Silva*

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the attached Stipulation of Settlement, attached hereto.

SO ADJUDGED THIS 14th day of July 2015.

Luis R. Baza

LUIS R. BAZA
Chairman

Manuel R. Pinauin

MANUEL R. PINAUIN
Vice-Chairman

Priscilla T. Tunca

PRISCILLA T. TUNCAP
Commissioner

John Smith

JOHN SMITH
Commissioner

Lourdes Hongyee

LOURDES HONGYEE
Commissioner

Daniel B. Leon Guerrero

DANIEL B. LEON GUERRERO
Commissioner

Edith C. Pangelinan

EDITH C. PANGELINAN
Commissioner

93-15-0631
Office of the Speaker
Judith T. Won Pat, Ed.D
07-15-15
4:28 pm
Received By: *mf*

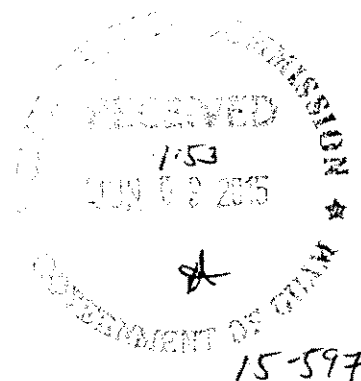
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2015 JUL 15 PM 4:48

1 **SOMERFLECK & ASSOCIATES, PLLC**
 2 866 Rte. 7, Nelson Bldg. #102
 3 Maina, Guam 96932
 Telephone No.: (671) 477-8020
 Facsimile No.: (671) 477-8019

4 *Counsel for Employee.*



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

9 **IN THE MATTER OF:**

10 **ANNABELLE M.T. SALAS,**

11 Employee,

12 vs.

13 **OFFICE OF THE ATTORNEY**
 14 **GENERAL,**

15 Management.

ADVERSE ACTION APPEAL

CASE NO.: 14-AA24T

STIPULATION OF SETTLEMENT

16 TO: *THE CIVIL SERVICE COMMISSION OF GUAM*

17 **THIS STIPULATION OF SETTLEMENT AND AGREEMENT**, is by and between
 18 **ANNABELLE M.T. SALAS** (hereinafter "Employee") and **OFFICE OF THE ATTORNEY**
 19 **GENERAL** (hereinafter referred to as "Management") as follows:

20 **RECITALS**

21 A. The Employee commenced an appeal against Management regarding Final Notice of
 22 Adverse Actions issued by the Office of the Attorney General that terminated her from her position
 23 with the Office of the Attorney General.

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

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STIPULATION OF SETTLEMENT

Re: In the Matter of Annabella M.T. Salas v. OAG; Adverse Action Appeal Case No. 14-AA24T

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2 C. The terms and conditions of said Agreement shall become operative upon execution
3 of 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 above-referenced matter. It is the intention of the
8 parties by the execution of this Agreement to fully, finally and completely resolve all disputes between
9 them regarding this matter, in the manner more specifically set forth in the terms of this Agreement
10 that follow.

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

12 2.1 Employee shall withdraw the Appeal from the Civil Service Commission and
13 request that the Commission dismiss the Civil Service Appeal Case No. 14-AA24T with prejudice.

14 2.2 Employee agrees to resign her position with the Office of the Attorney General
15 effective October 6, 2014.

16 2.3 Employee waives her rights to re-employment with the Office of the Attorney
17 General.

18 2.4 Employee expressly agrees that there shall be no back pay or attorney fees or
19 other benefits resulting from this settlement agreement and the referenced appeal except as expressly
20 set forth herein.

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

22 3.1 All documents related to or reflecting the Adverse Action shall be expunged
23 from Employee's personnel file and a filed copy of the Settlement Agreement will be the only
24 document reflecting Adverse Action Case No. 14-AA24T as part of the Employee's personnel jacket.

25 4. **Performance Accepted**. The parties agree and acknowledges: (a) that it accepts
26 performance of its obligations specified in this Agreement as a full and complete compromise of
27 matters involving disputed issues; (b) that the negotiations for this settlement (including all
28 statements, admissions or communications by the parties of their attorneys or representative shall not

STIPULATION OF SETTLEMENT

Re: In the Matter of Annabelle M.T. Salas v. OAG; Adverse Action Appeal Case No. 14-AA24T

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2 be considered by any of said parties; (c) and that no past or present wrong doing on the part of the
3 parties shall be implied by such negotiations.

4 5. **Additional Documents**. All parties agree to cooperate fully and execute any and all
5 supplementary documents and take all additional actions that may be necessary as appropriate to give
6 full force and effect to the basic terms and intent of this Agreement.

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

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

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

19 *Employee.*

OFFICE OF THE ATTORNEY GENERAL

20
21 Annabelle M.T. Salas.
ANNABELLE M.T. SALAS

Fred Nishihira
FRED NISHIHIRA
Deputy Attorney General
Date: 6-1-15

22 DATE: 5/20/15

23
24 **SOMERFLECK & ASSOCIATES, PLLC**
Attorneys for Employee.

OFFICE OF THE ATTORNEY GENERAL
APPROVED BY:

25
26 By: Daniel S. Somerfleck
DANIEL S. SOMERFLECK, ESQ.

Elizabeth Barrett-Anderson
ELIZABETH BARRETT-ANDERSON
Attorney General of Guam

27
28 DATE: _____

DATE: 6/5/15