

BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

IN THE MATTER OF:

ROSE CASTRO,

Employee,

vs.

GUAM HOUSING URBAN RENEWAL
AUTHORITY,

Management.

ADVERSE ACTION APPEAL
CASE NO. 15-AA07S

JUDGMENT OF DISMISSAL

93-16-1559
Office of the Speaker
Judith T. Won Pat, Ed.D
Date: 22-APRIL-16
Time: 9:53
Received By: Niot

2016 APR 26 PM 1:33

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

SO ADJUDGED THIS 21st DAY OF April 2016.

[Signature]

EDITH PANGELINAN
Chairperson

[Signature]

DANIEL B. LEON GUERRERO
Vice-Chairperson

[Signature]

PRISCILLA T. TUNCAP
Commissioner

[Signature]

JOHN SMITH
Commissioner

[Signature]

LOU HONGYEE
Commissioner

[Signature]

CATHERINE GAYLE
Commissioner

1559

ORIGINAL

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 **ROSE CASTRO,**

11 Employee,

12 vs.

13 **GHURA,**

14 Management.

ADVERSE ACTION APPEAL

CASE NO.: 15-AA07S

STIPULATION OF SETTLEMENT

15
 16 TO: *THE CIVIL SERVICE COMMISSION OF GUAM*

17 **THIS STIPULATION OF SETTLEMENT AND AGREEMENT**, is by and between
 18 **ROSE CASTRO** (hereinafter "Employee") and **GHURA** (hereinafter referred to as "Management")
 19 as follows:

20 **RECITALS**

21 A. The Employee commenced an appeal against Management in CCS Case No.
 22 15-AA07S, regarding Final Notice of Adverse Actions issued by Management that suspended the
 23 Employee for ten (10) working days effective June 2, 2015.

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 both of the Appeals in fair and equitable means and upon the terms and
 27 conditions set forth herein.

28 *///*

STIPULATION OF SETTLEMENT

Re: Rose Castro v. GHURA; Adverse Action Appeal Case No. 15-AA07S

Page - 2 -

1
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
7 this Agreement is a Settlement and Compromise of the above-referenced matter. It is the intention
8 of the 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 this
10 Agreement that follow.

11 2. **Employee's Obligation.** Employee shall withdraw the Appeal from the Civil Service
12 Commission and request that the Commission dismiss the Appeal in 15-AA07S with prejudice.

13 3. **Management's Obligation.**

14 3.1 Management shall rescind and expunge its Notice of Final Adverse Action
15 dated, June 1, 2015.

16 3.2 Management agrees to fully back pay employee to the status she was at the
17 time arising out of the ten (10) day suspension including all employee's benefits and retirement.

18 3.3 Management agrees to pay to Employee's Attorney Daniel S. Somerfleck One
19 Thousand Dollars (\$1,000.00) for reasonable attorneys fees and costs.

20 4. **Performance Accepted.** The parties agree and acknowledges: (a) that it accepts
21 performance of its obligations specified in this Agreement as a full and complete compromise of
22 matters involving disputed issues; (b) that the negotiations for this settlement (including all
23 statements, admissions or communications by the parties of their attorneys or representative shall
24 not be considered by any of said parties; (c) and that no past or present wrong doing on the part of
25 the parties shall be implied by such negotiations.

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

STIPULATION OF SETTLEMENT

Re: Rose Castro v. GHURA; Adverse Action Appeal Case No. 15-AA075

Page - 3 -

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

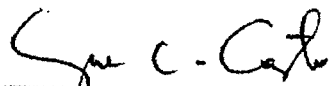
6. **Independent Advice of Counsel.** Each party represents and declares that it has received independent advice from its respective attorneys and representative with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing this Agreement. Each party further represents and declares that it 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 it has carefully read this Agreement, that it knows the contents of this Agreement, and that it 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.

Employee.

**GUAM HOUSING & URBAN RENEWAL
AUTHORITY
Management.**





ROSE CASTRO

MICHAEL J. DUENAS, *Executive Director*

DATE: 10-26-15

DATE: 10/26/2015

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

**LAW OFFICE OF CYNTHIA V. ECUBE,
ESQ.
*Management Lay Representative***

By: 
DANIEL S. SOMERFLECK, ESQ.

By: 
CYNTHIA V. ECUBE, ESQ.

DATE: 10/26/15

DATE: 10/17/15