



BEFORE THE  
GUAM CIVIL SERVICE COMMISSION  
BOARD OF COMMISSIONERS



IN THE MATTER OF:

JEREMY C. FLORES,

Employee,

vs.

DEPARTMENT OF CORRECTIONS,

Management.

ADVERSE ACTION APPEAL  
CASE NO.: 22-AA01T

JUDGMENT OF DISMISSAL

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

SO ADJUDGED this 27th day of October, 2022.

JUAN K. CALVO  
Chairman

ANTHONY P. BENAVENTE  
Vice Chairman

PRISCILLA T. TUNCAP  
Commissioner

JOHN SMITH  
Commissioner

ROBERT C. TAITANO  
Commissioner

FRANCISCO T. GUERREO  
Commissioner

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BEFORE THE CIVIL SERVICE COMMISSION  
GOVERNMENT OF GUAM

IN THE MATTER OF:	)	
JEREMY C. FLORES,	)	CASE NO. 22-AA01T
	)	
Employee,	)	
	)	STIPULATION OF SETTLEMENT
vs.	)	
	)	
	)	
DEPARTMENT OF CORRECTIONS,	)	
	)	
Management.	)	
	)	
	)	

TO: THE CIVIL SERVICE COMMISSION OF GUAM AND ALL PARTIES

THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between JEREMY C. FLORES ("Employee") and the DEPARTMENT OF CORRECTIONS- ("Management") as follows:

RECITALS

A. The Employee filed an appeal against Management in the Civil Service Commission on or about January 28, 2022 bearing Adverse Action Appeal Case No. 22-AA01T arising out of Management's issuance of a Final Notice of Adverse Action dated January 27, 2022, which resulted in his dismissal from the Department of Corrections effective January 27, 2022. Prior to service of the final adverse action, a proposed adverse action was personally served on January 14, 2022.

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1 B. The parties desire to enter into this settlement Agreement (hereinafter  
2 "Agreement") for this matter in order to provide for certain arrangements in full  
3 settlement and discharge of the Appeal and upon the terms and conditions set  
4 forth herein.

5 C. The terms and conditions of said Agreement shall become operative upon  
6 execution of this Agreement.

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

9 1. **Purpose of Agreement.** Employee and Management acknowledge and  
10 agree that this Agreement is a Settlement and Compromise of the  
11 referenced matter. It is the intention of the parties by the execution of this  
12 Agreement to fully, finally and completely resolve all disputes between  
13 them regarding these matters, in the manner more specifically set forth in  
14 the terms of this Agreement that follow.

15 2. **Employee' Obligation.**

16 2.1 Employee shall withdraw his appeal from the Civil Service  
17 Commission and request that the Commission dismiss his Appeal with  
18 prejudice according to the terms of this Agreement. Employee waives  
19 all right to further appeal.

20 2.2 Employee agrees that the Notice of Final Adverse Action shall be  
21 superseded by this Settlement Agreement and CSC's Judgment of  
22 Dismissal based on all terms in this Agreement.

23 2.3 Employee shall not receive any back pay, compensation, costs,  
24 benefits, or attorney's fees as a result of this Agreement. This  
25

1 agreement does not affect any vested benefits that had accrued to  
2 Employee as of the date of his dismissal.

3 2.4 Employee shall submit a letter of resignation indicating his  
4 resignation is not in good standing, and shall be retroactive to the date  
5 of his dismissal effective January 27, 2022. By his acceptance on this  
6 agreement, Employee agrees his resignation shall be deemed NOT IN  
7 GOOD STANDING. The parties agree that Management will prepare  
8 and submit all documents to effectuate Employee's resignation to  
9 reflect that the resignation is deemed not in good standing, and the  
10 documents shall be retroactive to January 27, 2022 (his dismissal).  
11 Management will submit these documents within a reasonable time  
12 after receipt of Employee's written letter of resignation as set forth in  
13 this section.

14 2.5 Employee waives all rights known or unknown against Management  
15 as of his signature on this Agreement.

16 2.6 Employee agrees he is not entitled to seek re-employment with DOC  
17 and waives all rights or privilege to re-employment under Guam law  
18 and rules.

19 2.7 Additionally, Employee agrees he shall not apply to work for DOC,  
20 shall not seek re-employment with DOC, and agrees he shall not work  
21 and shall not be hired to work at DOC at any future date as a  
22 condition of this agreement allowing him to resign in lieu of  
23 dismissal.

24 2.8 Employee's acceptance on all terms is required to effectuate this  
25 agreement and to ensure his dismissal from employment is amended

1 to reflect a resignation not in good standing effective retroactively to  
2 January 27, 2022.

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

- 4 3.1 Management shall accept Employee's resignation NOT IN GOOD  
5 STANDING, retroactive to the date of his dismissal on January 27,  
6 2022. This Agreement on all terms, and the subsequent CSC  
7 Judgment of Dismissal shall supersede the Notice of Final Adverse  
8 Action dismissing Employee effective January 27, 2022. Based on  
9 this Agreement and subsequent CSC Judgment of Dismissal, the  
10 parties will execute all necessary documents to reflect Employee's  
11 resignation to reflect his resignation not in good standing.
- 12 3.2 Management shall not owe or be responsible to Employee for any  
13 backpay, compensation, benefits, attorney's fees or costs relating to  
14 this Agreement in allowing Employee to resign back to the date of his  
15 prior dismissal. All vested benefits accrued to Employee as of  
16 January 27, 2022, are not subject to this agreement.
- 17 3.3 Pursuant to the material terms of this Agreement, Employee and  
18 Management agree that Employee shall not be re-employed or re-  
19 hired by the Department of Corrections at any time. Employee is free  
20 to apply and work at other agencies of the Government of Guam but  
21 he shall not apply for or be re-hired by the Department of Corrections.
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1           4. **Performance Accepted.** The parties agree and acknowledges: (a) that it  
2           accepts performance of its obligations specified in this Agreement as a  
3           full and complete compromise of matters involving disputed issues; (b)  
4           that the negotiations for this settlement (including all statements,  
5           admissions or communications) by the parties or their attorneys or  
6           representatives shall not be considered admissions by any of said parties;  
7           (c) and that no past or present wrong doing on the part of the parties shall  
8           be implied by such negotiations.

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

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

FOR EMPLOYEE:

Employee

Date: 9/28/22

FOR MANAGEMENT:

Robert Camacho, DOC Director

Date: 10/3/22

Reviewed as to form and content:

Robert Koss, GFT

Reviewed as to form and content:

AAG Lawrence

**Jeremy C. Flores**  
127 E. Kamachille Ct.  
Dededo, Guam 96929

**Bob Camacho, Director**  
Guam Department of Corrections  
#1 Mashburn Lane, Dairy Road,  
Mangilao, GU 96913

Subject: Letter of Resignation

Dear Mr. Camacho,

Please accept my voluntary resignation (not in good standing) from the Department of Corrections effective January 27, 2022.

This letter shall also serve as a notice of dismissal of my appeal to the Civil Service Commission, Case no. 22-AA01T.



JEREMY C. FLORES