

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT ("Agreement") is made and entered into on the date indicated below by and between Bernadette Sterne Meno ("Employee") and **PORT AUTHORITY OF GUAM** ("Port") whereby both parties release and discharge all rights, claims and demands upon the terms and conditions provided herein.

RECITALS

WHEREAS, Employee filed an adverse action appeal of her termination from employment with the Port, denominated as, *Bernadette Sterne Meno (Employee) vs. Port Authority of Guam (Management)*, Civil Service Commission Case No. 13AA03T; and,

WHEREAS, at the request of Management, at a hearing that Employee was neither noticed nor allowed to participate, the Civil Service Commission stayed the proceedings on this appeal until the matter of Josette Javalosa was determined, which has led to years of Employee being unable to be heard on her appeal the fall of the year 2019 which resulted in determination in Employee's favor in C.S.C. No.: 2020-018 Ruling by Administrative Law Judge filed on March 11, 2020; and

WHEREAS now Employee and Port desire to amicably resolve this adverse action appeal through this Agreement, and any and all claims related thereto, whether filed or unfiled, asserted or unasserted, threatened or not, known or unknown to exist without any admission of wrongdoing by any party, in order to avoid further acceleration of liability; and

WHEREAS, Employee and Management agree that the terms of this Settlement Agreement are a personnel matter and privacy hereof is required to be preserved such that this Settlement Agreement shall be confidential and only disclosed by the parties as law may require or as necessary to enforce the rights of either party hereunder; and

WHEREAS, Management has been consulted as to the application of the Port's Personnel Rules and Regulations regarding back-wages, annual leave, sick leave, and retirement benefits, is satisfied as to the compliance thereof of the terms of this Agreement; and

NOW, THEREFORE, Employee and Port agree to end and terminate the Litigation upon the following terms and conditions:

TERMS AND CONDITIONS OF AGREEMENT

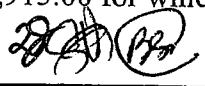
1. Employee and Management shall enter into a Stipulated Judgement in furtherance of this settlement, which shall be presented in simple form of incorporation of this settlement by reference, but not disclosure or attachment, to be entered by the Civil Service Commission of

CONFIDENTIAL SETTLEMENT AGREEMENT between
BERNADETTE STERNE MENO AND THE PORT AUTHORITY OF GUAM



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the Government of Guam, and by which Employee's appeal of the adverse action taken against Employee by Management shall be fully resolved. The Parties agree that this settlement shall not be disclosed, unless and until such time as either party may determine in good faith that it is necessary to enforce the terms of this Settlement Agreement. Employee and Management agree that the Civil Service Commission shall retain jurisdiction to enforce the Stipulated Judgement.


2. Management agrees to rescind the adverse action taken against Employee and reinstate Employee to the position of Marketing Administrator earning \$53.32 per hour, with all benefits, rights privileges, obligations, duties and responsibilities related to such employment within the Government of Guam according to the laws of Guam and the personnel rules and regulations of the Port Authority of Guam. Employee shall be reinstated no later than June 29, 2020.
3. Management further agrees to make Employee whole for all compensation, benefits, or other remuneration or compensation that Employee would have earned had the adverse action not been taken against Employee (herein referred to as "Back Wages") and to provide to Employee's counsel assurances of completion of these obligations. The Back Wages are subject to setoff for income by Employee during the period of Employee's termination, which amount shall be that amount already disclosed to Management by Employee. As of June 29, 2020, the total amount of Back Wages after off-set is calculated to be \$646,988.76. Management shall further deduct from the Back Wages and make payment to: the government of Guam Retirement Fund for Employee's share of retirement fund contributions in amounts that restore Employee to what Employee would have contributed or paid had Employee remained in employment at the Port Authority of Guam (along with Management's matching contributions); Medicare; and all applicable taxes and withholdings; and within sixty (60) days provide assurance to Employee that such withheld amounts have been timely paid to the appropriate entity for which the deduction has been made; Employee's Back Wages shall be payable in the installments set forth in the attached schedule marked hereto as "Attachment 1" which bears the initials of Employee and Management's representative.
4. Management shall restore to employee credit for all annual leave that Employee would have accrued had she remained employed at the Port Authority of Guam which is 1,498.50 hours.
5. Management shall restore to employee credit for all sick leave that Employee would have accrued had she remained employed at the Port Authority of Guam which is 890 hours.
6. Management shall further pay Employee's attorney fees, and legal costs and expenses, according to Guam Code Annotated §4406.1 by making direct payment to Attorney Curtis Vandeveld in the amount of \$141,915.00 for which Management will issue an IRS form 1099

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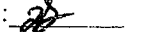
reflecting such payment to the tax authority. Such attorney fees shall be payable upon presentation of invoices to Management after execution of this agreement, on ~~June 29, 2020~~.

July 10, 2020 

7. Management agrees to expunge Employee's record of this termination and the adverse action upon which it is based pertaining to Litigation.
8. Management agrees that any payment deferred hereunder shall become immediately due and payable to Employee upon termination of Employee or resignation of Employee or to Employee's estate upon death of Employee, should such events occur before the date that any payment provided hereunder is due.
9. It is stipulated and acknowledged that each party hereto has read and understands the meaning of such terms of this Settlement Agreement, that this Settlement Agreement is made without duress or undue influence of any kind, and that each Employee and Management are aware of their respective rights and each has had a full and fair opportunity to consult with legal counsel or seek legal advice in negotiation, executing and understanding the legal effect of this Agreement.
10. It is understood by parties, each of them, that this Settlement Agreement is complete and shall not be subject to any claim of mistake or fact of law. This agreement has been carefully reviewed by all parties, each of whom has had an opportunity to participate in its drafting by making changes, additions, or deletions. This agreement expresses a full and complete settlement of liability claimed and denied as against the one party may assert against the other party. Other than what is specifically stated in this Settlement Agreement, and regardless of the adequacy of inadequacy of the consideration exchanged, this Agreement is intended to avoid Litigation and to be final and complete in full.
11. Upon execution of this Agreement, the Port and Employee, on behalf of themselves and of any and all natural and non-natural persons or governmental instrumentality who may succeed in respective interest of the Port or of Employee (all such parties are hereinafter collectively referred to as "Releasors") hereby mutually release any and all claims forever discharge one another, together with each of their respective employees, agents, spouses, heirs, executors, administrators, directors, officers, insurers, successors and assigns as well as all other persons or entities (collectively "Releasees") of and from any and all legal liability, claims, obligations, demands, damages, actions and causes of action of every kind, arising out of or in any way connected with their employment relationship to date, including without limitation, those claims which were raised or might have been raised in the Litigation, whether currently known or unknown, and whether knowable or unknowable.

Further to this Paragraph 11, both Employee and Management, hereby waive any and all rights under Title 18 Guam Code Annotated Section 82602.

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12. The RECITALS stated herein are part and parcel of this Release and Agreement; and they accurately express the claims and intentions of the Parties.
13. It is agreed and stipulated by the Parties that the consideration for this Release and Agreement is a fair and reasonable settlement, and that this Release and this Agreement are made in good faith.
14. Should either party bring suit in court to enforce any of the terms of this Release or this Agreement, it is agreed that the prevailing party will be entitled to reasonable attorney fees and costs.
15. Any Party who has to enforce this Agreement may disclose only such parts of this Settlement Agreement as are necessary to enforce its terms.
16. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

The undersigned are hereinafter bound to this Release and this Agreement under the terms and conditions stated herein:

Employee:

Dated: June 26, 2020



Bernadette Sterne Meno

PORT:

Dated: July 29, 2020



**Mr. Luis Baza, REPRESENTATIVE FOR
PORT AUTHORITY OF GUAM**

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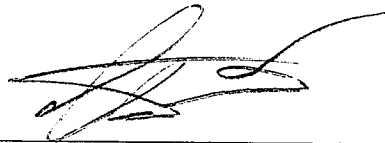
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ACKNOWLEDGEMENTS

Territory of Guam)
CITY OF Hagatna) ss:

On this 26th day of June 2020 before me, a Notary Public in and for Guam, personally appeared **EMPLOYEE BERNADETTE STERNE MENO**, known to me to be the person whose name is subscribed to the foregoing **SETTLEMENT AGREEMENT** and acknowledged to me that she executed the same as her/his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above-written.



NOTARY PUBLIC

PORT AUTHORITY OF GUAM)
VILLAGE OF HAGATNA) ss:

CHRISTOPHER E. ALLEN
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **OCT. 05, 2021**
PMB 386 STE 101 TAMUNING, GUAM 96913

On this 26th day of June 2020, before me, a Notary Public in and for Guam, personally appeared Mr. Luis Baza, a duly authorized representative for the Port Authority of Guam, whose name is subscribed to the foregoing **SETTLEMENT AGREEMENT** and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above-written.



NOTARY PUBLIC

CHRISTOPHER E. ALLEN
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **OCT. 05, 2021**
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"EXHIBIT 1"

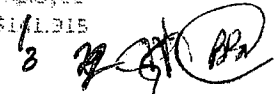
PORT AUTHORITY OF GUAM
BERNADETTE MENO - PROPOSED PAYMENT PLAN

BACK WAGES (NET GROSS
PAY AFTER MITIGATION) \$ 646,888.76

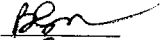
PERCENTAGE	AMOUNT	PAYMENT DETAILS
33%	\$219,506.29	within 30 days of execution of Agreement
33%	\$219,506.29	within 120 days of execution of Agreement
34%	\$219,976.18	within 240 days of execution of Agreement

Employer agrees:

- * to reinstate the 890 sick leave hours owed to employee
- * to reinstate the 1,498 annual leave hours owed to employee
- * pay legal fees directly to Attorney in the amount of \$171,215
- * back pay retirement benefits owed to employee

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