BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS

IN THE MATTER OF:

JEFFREY W. CRUZ,

Employee,

vs.

DEPARTMENT OF YOUTH AFFAIRS,

Management.

ADVERSE ACTION APPEAL
CASE NO. 13-AA21T

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS 15th day of October 2015.

LUIS R. BAZA
Chairman

PRISCILLA T. TUNCAP
Commissioner

LOU HONGYEE
Commissioner

DANIEL D. LEON GUERRERO
Vice-Chairman

JOHN SMITH
Commissioner

EDITH C. PANGELINAN
Commissioner

ORIGINAL

Jeffrey W. Cruz vs DYA
CASE NO. 13-AA21T
Guam Federation of Teachers
Timothy Fedenko
President
David C. Babauta
Lay Representative
P.O. Box 2301
Hagåtña, Guam 96910 • USA
(671) 735-4390 • (671) 734-8085

Representative for Employee

In The Matter Of:

JEFFREY CRUZ,

Employee,

vs.

DEPARTMENT OF YOUTH AFFAIRS,

Management.

STIPULATION FOR SETTLEMENT

THIS STIPULATION OF SETTLEMENT is by and between JEFFREY CRUZ
(“Employee”) and DEPARTMENT OF YOUTH AFFAIRS (“Management”) as follows:

RECITALS

A. The Employee commenced an appeal against Management before the Civil

Service Commission; bearing Adverse Action Appeal Case No. 13-AA21T. The

employee appealed from Management’s issuance of a Final Notice of Adverse

Action issued which resulted in the employee’s termination.

B. The parties desire to enter into this Settlement Agreement (hereinafter

“Agreement”) to provide for certain arrangements in full settlement and discharge

of the Appeal and upon the terms and conditions set forth herein.
C. The terms and conditions of this Agreement shall become effective and operative upon the execution by both parties; understanding that the Civil Service Commission shall subsequently act to memorialize this agreement.

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 referenced matters. It is the intention of the parties by the execution of this Agreement to fully, finally and completely resolve this adverse action appeal, in the manner more specifically set forth in the terms of this Agreement that follow.

2. **Employee’s Obligation.**

   2.1 Employee shall withdraw the Adverse Action Appeal from the Civil Service Commission and request that the Commission dismiss the Appeal with prejudice.

   2.2 Employee agrees to submit a Letter of Resignation dated August 30, 2013.

   2.3 Employee agrees to pay his own attorney fees and costs.

3. **Management’s Obligation.**

   3.1 Management shall expunge the Final Notice of Adverse Action filed relating to this case from the employee’s personnel file.

   3.2 Management agrees to a Letter of Resignation from the employee effective August 30, 2013.

   3.3 Management shall back pay the employee from May 30, 2013 to August 30, 2013.
3.4 Management shall reimburse all employees’ benefits, including but not limited to sick and annual leave, retirement benefits, and all other benefits due and owed to the employee under Guam law for the said time period.

3.5 Management shall pay its own attorney fees and costs

4. **Performance Accepted.** The parties each agree and acknowledges: (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 wrong doing 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. 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:

*JEFFREY CRUZ,*
Employee

Date: **7/30/2015**

*ADONIS MENDIOLA,*
Director Department of Corrections

Date: **7/30/15**

*DAVID BABAUTA,*
Lay Representative for Employee

Date: **7/30/2015**

*MONTY MAY, Esq,*
Legal Counsel for Management

Date: **7/30/15**