



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

DANIEL D. LEON GUERRERO
Vice-Chairman

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

LOU HONGYEE
Commissioner

EDITH C. PANGELINAN
Commissioner

ORIGINAL



Guam Federation of Teachers

Timothy Fedenko

President

David C. Babauta

Lay Representative

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(671) 735-4390 • (671) 734-8085



Representative for Employee

In The Matter Of:

JEFFREY CRUZ,

Employee,

vs.

DEPARTMENT OF YOUTH AFFAIRS,
Management.

ADVERSE ACTION APPEAL
CASE NO.: 13-AA21T

STIPULATION FOR SETTLEMENT

6-0
APPROVED
7/30/15

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.

COPY

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

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

6 **1. Purpose of Agreement.** Employee and Management acknowledge and
7 agree that this Agreement is a settlement and compromise of the
8 referenced matters. It is the intention of the parties by the execution of
9 this Agreement to fully, finally and completely resolve this adverse action
10 appeal, in the manner more specifically set forth in the terms of this
11 Agreement that follow.

12 **2. Employee's Obligation.**

13 2.1 Employee shall withdraw the Adverse Action Appeal from the Civil
14 Service Commission and request that the Commission dismiss the
15 Appeal with prejudice.

16 2.2 Employee agrees to submit a Letter of Resignation dated August 30,
17 2013.

18 2.3 Employee agrees to pay his own attorney fees and costs.

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

20 3.1 Management shall expunge the Final Notice of Adverse Action filed
21 relating to this case from the employee's personnel file.

22 3.2 Management agrees to a Letter of Resignation from the employee
23 effective August 30, 2013.

24 3.3 Management shall back pay the employee from May 30, 2013 to
25 August 30, 2013.

1 3.4 Management shall reimburse all employees' benefits, including but
2 not limited to sick and annual leave, retirement benefits, and all other
3 benefits due and owed to the employee under Guam law for the said
4 time period.

5 3.5 Management shall pay its own attorney fees and costs

6 **4. Performance Accepted.** The parties each agree and acknowledges: (a)
7 that the party accepts performance of his/her obligations specified in this
8 Agreement as a full and complete compromise of matters involving
9 disputed issues before the Civil Service Commission; (b) that the
10 negotiations for this settlement (including all statements, admissions or
11 communications) by the parties or their attorneys or representatives shall
12 not be considered admissions by any of said parties; (c) and that no past or
13 present wrong doing on the part of the parties shall be implied by such
14 negotiations.

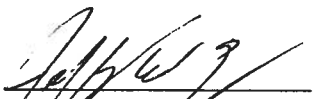
15 **5. Additional Documents.** All parties agree to cooperate fully and execute
16 any and all supplementary documents and take all additional actions that
17 may be necessary as appropriate to give full force and effect to the basic
18 terms and intent of this Agreement.

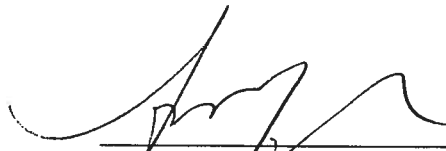
19 **6. Independent Advice of Counsel.** Each party represents and declares that
20 that party has received independent advice from its respective attorneys or
21 representative with respect to the advisability of making the settlement
22 provided for herein and with respect to the advisability of executing this
23 Agreement. Each party further represents and declares that that party has
24 not relied upon any statement or representation by the other party or of
25 any of its partners, agents, employees, or attorneys in executing this

1 Agreement or in making the settlement provided for herein, except as
2 expressly provided for herein.

3 **7. Voluntary Agreement.** Each party represents and declares that that party
4 has carefully read this Agreement, knows the contents of this Agreement,
5 and that each party has signed the same freely and voluntarily.

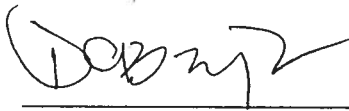
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7
8 **IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date
9 written by their respective names:


10
11
12 
13 JEFFREY CRUZ,
Employee

14
15 
16 ADONIS MENDIOLA,
Director Department of Corrections

17
18 Date: 7/30/2015

19
20 Date: 7/30/15

21
22 
23 DAVID BABAUTA,
Lay Representative for Employee

24
25 
MONTY MAY Esq,
Legal Counsel for Management

Date: 7.30.2015

Date: 7/30/15