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BEFORE THE GUAM CIVIL SERVICE COMMISSION

BOARD OF COMMISSIONERS



IN THE MATTER OF:

STEVEN CRUZ,

Employee,

VS.

GUAM POWER AUTHORITY,

Management.

LAYOFF APPEAL **CASE NO.: 18-LPA01**

BAD FAITH APPEAL CASE NO.: 18-BFA01

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 2019.

Chairperson

Commissioner

CATHERINE

Commissioner

Vice-Chairperson

JOHN SMITH Commissioner

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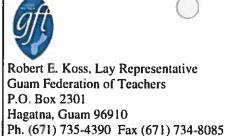
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JUDGMENT OF DISMISSAL Steven Cruz vs. Guam Power Authority

Layoff Appeal Case No.: 18-LPA01 and Bad Faith Appeal Case No.: 18-BFA01

Page 1





BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

STEVEN CRUZ

Email rkoss@gftunion.com

LAYOFF APPEAL

Employee,

CSC Case No: 18-LPA01 and 18-BFA01

STIPULATION OF SETTLEMENT

GUAM POWER AUTHORITY,

Management.

To the Civil Service Commission of Guam.

THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between

STEVEN CRUZ, (hereafter referred to as "Employee") and the GUAM POWER

AUTHORITY, (hereinafter referred to as "Management") as follows:

RECITALS

- The Employee was laid off by GPA on October 30, 2018 and commenced an appeal of A. the layoff with the Civil Service Commission on September 14, 2018; and,
- In the interest of fairness and equity, the Parties desire to enter into this Settlement B. Agreement (hereinafter "Agreement") for this and all substantially similar pending matters in order to provide for certain arrangements in full settlement and discharge of the Appeals and Complaints in accordance with the terms and conditions set forth herein.
- C. The terms and conditions of said Agreement shall become operative upon execution of this Agreement.

STIPULATION OF SETTLEMENT - 1



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27 28 **NOW THEREFORE**, for and in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. <u>Purpose of Agreement</u>. Employee and Management acknowledge and agree that this Agreement is a Settlement and Compromise of the referenced matter. It is the intention of the Parties by the execution of this Agreement to fully, finally and completely resolve all disputes between them regarding these matters, in the manner more specifically set forth in the terms of this Agreement that follow.

2. Employee's Obligation.

- 2.1 Employee hereby withdraws his Layoff Appeals 18-LPA01 and 18-BFA01 from the Civil Service Commission and requests that the Commission dismiss those appeals with prejudice.
- 2.2 Employee agrees he will accept payment of eight thousand dollars (\$8,000.00) as full and complete settlement of all pending matters responsive to his employment an Layoff with the Guam Power Authority. There shall no deductions from this settlement amount and all taxes stemming from this settlement agreement shall be the sole responsibility of the employee alone.
- 2.3 Employee further agrees to forever release, acquit and discharge GPA and it respective employees and managers against all claims, actions, causes of action of any kind whether known or unknown.
- 2.4 Employee agrees that he shall not seek reemployment with the Guam Power Authority.

3. Management's Obligation.

- 3.1 Management agrees that it shall pay the Employee the exact amount of eight thousand dollars (\$8,000.00) as full and complete settlement of this matter pursuant to the terms of this agreement.
- 4. <u>Performance Accepted.</u> The Parties agree and acknowledge: (a) that they accepts performance of the obligations specified in this Agreement as a full and complete compromise of matters involving disputed issues; (b) that the negotiations for this settlement (including all statements, admissions or communications by the Parties of their attorneys or representative) shall not be considered 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 within thirty (30) days of its effective date.
- 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. <u>Voluntary Agreement.</u> Each Party represents and declares that it has carefully read this Agreement, that is 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.

In a Cu

For Employee:

For Management:

STEVEN CRUZ Employee JOHN M. BENAVENTE, P.E. General Manager