



**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 19<sup>th</sup> day of March 2019.

  
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**LUIS R. BAZA**  
Chairperson

  
\_\_\_\_\_  
**LOURDES HONGYEE**  
Vice-Chairperson

  
\_\_\_\_\_  
**PRISCILLA T. TUNCAP**  
Commissioner

  
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**JOHN SMITH**  
Commissioner

  
\_\_\_\_\_  
**CATHERINE GAYLE**  
Commissioner

**JUDGMENT OF DISMISSAL**

*Steven Cruz vs. Guam Power Authority*

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



1 Robert E. Koss, Lay Representative  
 2 Guam Federation of Teachers  
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 6 Email rkoss@gftunion.com



5 **BEFORE THE CIVIL SERVICE COMMISSION OF GUAM**

7 **STEVEN CRUZ**

8 **Employee,**

9 **vs.**

10 **GUAM POWER AUTHORITY,**

11 **Management.**

12 **LAYOFF APPEAL**

13 **CSC Case No: 18-LPA01 and 18-BFA01**

14 **STIPULATION OF SETTLEMENT**

15 To the Civil Service Commission of Guam.

16 **THIS STIPULATION OF SETTLEMENT AND AGREEMENT**, is by and between

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

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

19 **RECITALS**

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

**ORIGINAL**



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

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

8       **2. Employee's Obligation.**

9       2.1 Employee hereby withdraws his Layoff Appeals 18-LPA01 and 18-BFA01 from the  
10 Civil Service Commission and requests that the Commission dismiss those appeals with  
11 prejudice.

12       2.2 Employee agrees he will accept payment of eight thousand dollars (\$8,000.00) as full  
13 and complete settlement of all pending matters responsive to his employment an Layoff with  
14 the Guam Power Authority. There shall no deductions from this settlement amount and all  
15 taxes stemming from this settlement agreement shall be the sole responsibility of the  
16 employee alone.

17       2.3 Employee further agrees to forever release, acquit and discharge GPA and it respective  
18 employees and managers against all claims, actions, causes of action of any kind whether  
19 known or unknown.

20       2.4 Employee agrees that he shall not seek reemployment with the Guam Power Authority.

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

22       3.1 Management agrees that it shall pay the Employee the exact amount of eight thousand  
23 dollars (\$8,000.00) as full and complete settlement of this matter pursuant to the terms of this  
24 agreement.

25       **4. Performance Accepted.** The Parties agree and acknowledge: (a) that they accepts  
26 performance of the obligations specified in this Agreement as a full and complete  
27 compromise of matters involving disputed issues; (b) that the negotiations for this settlement  
28 (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.



1 **5. Additional Documents.** All Parties agree to cooperate fully and execute any and all  
2 supplementary documents and take all additional actions that may be necessary as  
3 appropriate to give full force and effect to the basic terms and intent of this Agreement within  
4 thirty (30) days of its effective date.

5 **6. Independent Advice of Counsel.** Each party represents and declares that it has received  
6 independent advice from its respective attorneys and representative with respect to the  
7 advisability of making the settlement provided for herein and with respect to the advisability  
8 of executing this Agreement. Each Party further represents and declares that it has not relied  
9 upon any statement or representation by the other Party or of any of its partners, agents,  
10 employees, or attorneys in executing this Agreement or in making the settlement provided for  
11 herein, except as expressly provided for herein.

12 **7. Voluntary Agreement.** Each Party represents and declares that it has carefully read this  
13 Agreement, that it knows the contents of this Agreement, and that it has signed the same  
14 freely and voluntarily.

15 **IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date written  
16 by their respective names.

17 **For Employee:**

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20 **STEVEN CRUZ**  
21 **Employee**

**For Management:**

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28 **JOHN M. BENAVENTE, P.E.**  
**General Manager**