



BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



IN THE MATTER OF:

ROY M. LUJAN,

Employee,

vs.

GUAM POLICE DEPARTMENT,

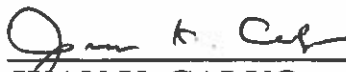
Management.

ADVERSE ACTION APPEAL
CASE NO.: 23-AA01S

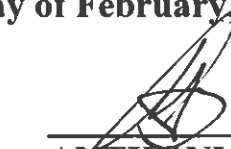
JUDGMENT OF DISMISSAL

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

SO ADJUDGED this 13th day of February, 2024.



JUAN K. CALVO
Chairman



ANTHONY P. BENAVENTE
Vice Chairman



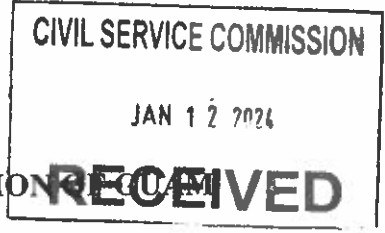
ROBERT C. TAITANO
Commissioner



FRANCISCO T. GUERRERO
Commissioner



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 2 Guam Federation of Teachers
 3 P.O. Box 2301
 4 Hagatna, Guam 96910
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7 **BEFORE THE CIVIL SERVICE COMMISSION OF GUAM**

8 **ROY M. LUJAN,**
 9 **Employee,**
 10 **vs.**
 11 **GUAM POLICE DEPARTMENT**
 12 **Management.**

ADVERSE ACTION APPEAL
Case No. 23-AA01S

STIPULATION OF SETTLEMENT

13 To the Civil Service Commission of Guam

14 THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between ROY
 15 LUJAN (hereinafter "Employee") and the GUAM POLICE DEPARTMENT, (hereinafter
 16 referred to as "Management") as follows:

17 **RECITALS**

- 18 A. The above named Employee appealed an adverse action by the Guam Police Department
- 19 for suspension of twenty (20) work days due to findings of an internal investigation,
- 20 which asserts the employee violated policies and regulations.
- 21 B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") for
- 22 this and all pending matters in order to provide for certain arrangements in full settlement
- 23 and discharge of the Appeal in fair and equitable means and upon the terms and
- 24 conditions set forth herein.
- 25 C. The terms and conditions of said Agreement shall become operative upon execution of
- 26 this Agreement.

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

COPY



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

7 **2. Employee's Obligation.**

8 2.1 Employee agrees to accept a ten day suspension in lieu of the original 20 day suspension.

9 2.2 Employee agrees that he shall accept payment of 10 days pay or 86 hours, inclusive of leave
10 accrual and all associated benefits.

11 2.2 Employee agrees to dismiss his appeal with prejudice pursuant to the terms of this
12 agreement.

13 **3. Management's Obligation.**

14 3.1 Management agrees that the adverse action shall be amended to ten (10) consecutive duty
15 days of suspension, as opposed to twenty (20) days as set forth in the final adverse action dated
16 March 01, 2023.

17 3.2 Management shall provide compensation of wages and all associated benefits to Employee
18 for the referenced ten (10) days/ 86 hours awarded to the employee pursuant to this agreement.

19 **4. Performance Accepted.** The parties agree and acknowledges: (a) that it accepts
20 performance of its obligations specified in this Agreement as a full and complete compromise of
21 matters involving disputed issues; (b) that the negotiations for this settlement (including all
22 statements, admissions or communications by the parties of their attorneys or representative shall
23 not be considered by any of said parties; (c) and that no past or present wrong doing on the part
24 of the parties shall be implied by such negotiations.

25 **5. Additional Documents.** All parties agree to cooperate fully and execute any and all
26 supplementary documents and take all additional actions that may be necessary as appropriate to
27 give full force and effect to the basic terms and intent of this Agreement within thirty (30) days
28 of the 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
STIPULATION OF SETTLEMENT - 2



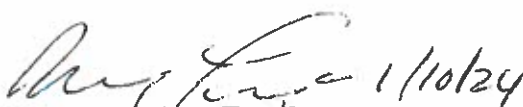
1 executing this Agreement. Each party further represents and declares that it has not relied upon
 2 any statement or representation by the other party or of any of its partners, agents, employees, or
 3 attorneys in executing this Agreement or in making the settlement provided for herein, except as
 4 expressly provided for herein.

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

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

9
 10 **For Employee:**

For Management:

11
 12 
 13 **Roy M. Lujan, Employee**


Stephen Ignacio, Chief of Police

14
 15 **January 10, 2024**

January 10, 2024