



BEFORE THE
 GUAM CIVIL SERVICE COMMISSION
 BOARD OF COMMISSIONERS



IN THE MATTER OF:

JAVIN GLENN NAPUTI CRUZ,

Employee,

vs.

GUAM POLICE DEPARTMENT,

Management.

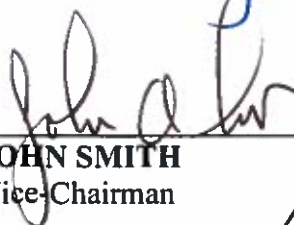
ADVERSE ACTION APPEAL
 CASE NO.: 19-AA09S

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS 11th day of February 2021.


 JUAN K. CALVO
 Chairman


 JOHN SMITH
 Vice-Chairman

JUDGMENT OF DISMISSAL
Javin Glenn Naputi Cruz v. Guam Police Department
 Adverse Action Case No.: 19-AA09S



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PRISCILLA T. TUNCAP
Commissioner

(absent)
EMILIA F. RICE
Commissioner


ANTHONY P. BENAVENTE
Commissioner


ROBERT C. TAITANO
Commissioner



1 Robert E. Koss, Lay Representative
 2 Guam Federation of Teachers
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7 **BEFORE THE CIVIL SERVICE COMMISSION OF GUAM**

8 **JAVIN GLENN NAPUTI CRUZ,**
 9 **Employee,**

ADVERSE ACTION APPEAL
Case No.: 19-AA09S

10 vs.

STIPULATION OF SETTLEMENT

11 **GUAM POLICE DEPARTMENT,**
 12 **Management.**

13 To the Civil Service Commission of Guam and opposing Management Representative of record.

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

17 **RECITALS**

18 A. The Employee commenced an Adverse Action Appeal in the Civil Service Commission on
 19 or about November 25, 2019; and,

20 B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") for
 21 this and all pending matters in order to provide for certain arrangements in full settlement and
 22 discharge of the Appeal in fair and equitable means and upon the terms and conditions set forth
 23 herein.

24 C. The terms and conditions of said Agreement shall become operative upon execution of
 25 this Agreement.

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



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

6 **2. Employee's Obligation.**

7 2.1 Employee shall withdraw his Adverse Action Appeal 19-AA09S from the Civil Service
8 Commission and request that the Commission dismiss Appeal with prejudice pursuant to the
9 terms of this agreement.

10 2.2 Employee further agrees that he shall accept a letter of Reprimand in lieu of the adverse
11 action on appeal.

12 2.3 Employee agrees to submit a letter re-assuring the Chief of Police that arrestees will be
13 treated with professional respect and dignity.

14 **3. Management's Obligation.**

15 3.1 Management agrees that it shall rescind the Final Notice of Adverse Action on appeal
16 suspending the employee for three (3) days and further restore the associated loss of income to
17 the employee.

18 3.2 Management shall issue the employee a letter of reprimand on the same factual basis as the
19 adverse action at hand.

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

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



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

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

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

11 **For Employee:**

11 **For Management:**

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13 **JAVIN G.N. CRUZ, EMPLOYEE**

13 **STEPHEN IGNACIO, CHIEF OF POLICE**

14 **Date:** 8-3-20

14 **Date:** 8/4/2020

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19 **ROBERT KOSS, EMPLOYEE REP.**

19 **RON TAITANO, MANAGEMENT REP.**

20 **Date:** 8/3/20

20 **Date:** 8/3/2020