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.

JOHN K. CALVO
Chairman

JOHN SMITH
Vice Chairman

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

(�bsent)

EMILIA F. RICE
Commissioner

ANTHONY P. BENAVENTE
Commissioner

ROBERT C. TAITANO
Commissioner

JUDGMENT OF DISMISSAL
Javin Glenn Naputi Cruz v. Guam Police Department
Adverse Action Case No.: 19-AA09S
BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

JAVIN GLENN NAPUTI CRUZ,
Employee,

vs.

GUAM POLICE DEPARTMENT,
Management.

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

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

REQUITALS

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

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

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

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

STIPULATION OF SETTLEMENT - 1
1. **Purpose of Agreement.** 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 shall withdraw his Adverse Action Appeal 19-AA09S from the Civil Service Commission and request that the Commission dismiss Appeal with prejudice pursuant to the terms of this agreement.

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

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

3. **Management’s Obligation.**

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

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

4. **Performance Accepted.** The parties agree and acknowledges: (a) that it accepts performance of its 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 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 STIPULATION OF SETTLEMENT - 2
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. **Voluntary Agreement.** Each party represents and declares that it has carefully read this Agreement, that it 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.

**For Employee:**

**For Management:**

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

**STEPHEN IGNACIO, CHIEF OF POLICE**

**Date:** 8/2/20

**Date:** 8/14/2020

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**ROBERT KOSS, EMPLOYEE REP. RON TAITANO, MANAGEMENT REP.**

**Date:** 8/3/20

**Date:** 8/3/2020