IN THE MATTER OF:

MICHAELANGELO CRUZ,
Employee,

vs.

GUAM WATERWORKS AUTHORITY,
Management.

ADVERSE ACTION APPEAL
CASE NO.: 21-AA01T

JUDGMENT OF DISMISSAL

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

SO ADJUDGED this 6th day of April, 2021.

JUAN K. CALVO
Chairman

PRISCILLA T. TUNCAP
Commissioner

ANTHONY P. BENAVENTE
Commissioner

JOHN SMITH
Vice Chairman

EMILIA F. RICE
Commissioner

ROBERT C. TAITANO
Commissioner

JUDGMENT OF DISMISSAL
Michaelangelo Cruz vs. Guam Waterworks Authority
Adverse Action Case No.: 21-AA01T

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BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

MICHELANGELO CRUZ,  
Employee,

vs.

GUAM WATER WORKS AUTHORITY,  
Management.

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

THIS STIPULATED SETTLEMENT AND AGREEMENT, is by and between
Michelangelo Cruz (hereinafter “Employee”) and Guam Waterworks Authority, (hereinafter referred to as “Management”) as follows:

RECITALS

A. The Employee commenced an Adverse Action Appeal in the Civil Service Commission on or about January 20, 2021; 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 from the Civil Service Commission and request that the Commission dismiss Appeal 21-AA01T with prejudice pursuant to the terms of this Agreement.
   
   2.2 Employee agrees that he shall consent to ten (10) random drug tests at any time and without warning over the twelve (12) months following his reinstatement.
   
   2.3 Employee agrees that he is enrolled in a rehabilitation program by whatever name it may be called and that he shall successfully complete his rehabilitation program and provide Management written proof thereof. Reinstatement may occur prior to completion of the program.
   
   2.4 Employee agrees to be reinstated to the same or substantially comparable position and salary or better.
   
   2.5 Employee agrees that he is not entitled to back pay or other compensation.
   
   2.6 Employee agrees that he will not be reimbursed for any costs or fees, including attorney fees associated with his appeal.

3. **Management’s Obligation.**

   3.1 Management agrees that the employee shall be reinstated to the same or substantially comparable position and salary or better.

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; and (c) 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 STIPULATION OF SETTLEMENT - 2
give full force and effect to the basic terms and intent of this Agreement within thirty (30) 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 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:**

MICHIELANGELO CRUZ
EMPLOYEE

Dated: **3/24/21**

**For Management:**

MIGUEL C. BORDALLO, P.E.
GWA GENERAL MANAGER

Date: **3/24/2021**

STIPULATION OF SETTLEMENT - 3