

FILED
SAN MATEO COUNTY

JUN 27 2025

Clerk of the Superior Court
By *[Signature]*
DEPUTY CLERK

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9 *Exempt from filing fees pursuant to Government Code § 6103*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF SAN MATEO**

14 **SHERIFF CHRISTINA CORPUS,**

15 Petitioner,

16 v.

17 **COUNTY OF SAN MATEO BOARD OF**
18 **SUPERVISORS; COUNTY EXECUTIVE**
19 **MIKE CALLAGY; ASSISTANT CLERK TO**
20 **THE BOARD SUKHLANI S. PUREWAL; and**
21 **DOES 1-10,**

22 Respondents.

Case No.: 25-CIV-04319

NOTICE OF LODGING AND LODGING
OF EXHIBITS IN SUPPORT OF
PETITIONER'S JUNE 27, 2025, EX PARTE
APPLICATION FOR ORDER TO SHOW
CAUSE AND TEMPORARY
RESTRAINING ORDER

Volume Three of Four

Date: June 27, 2025
Time: 1:30 p.m. (ex parte calendar)
Dept: 11
Judge: Nina Shapirshteyn

23 **TO THE COURT AND TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

24 **PLEASE TAKE NOTICE** that Petitioner Sheriff Christina Corpus hereby lodges with the Court the
25 following exhibits in support of the Verified Petition for Writ of Mandate and Complaint for Declaratory
26 and Injunctive Relief and the concurrently filed Ex Parte Application for Temporary Restraining Order
27 and Order to Show Cause re: Preliminary Injunction:
28

Volume One

(Ex Parte 001-297)

1. Attached hereto as **Exhibit A** is a true and correct copy of the Board's minutes from November 13, 2025.

2. Attached hereto as **Exhibit B** is a true and correct copy of audio/video of November 19 Board meeting.

3. Attached hereto as **Exhibit B1** is a true and correct transcript of November 19 Board meeting.

4. Attached hereto as **Exhibit C** is a true and correct copy of audio/video of December 3 Board meeting.

5. Attached hereto as **Exhibit C1** is a true and correct transcript of December 3 Board meeting.

6. Attached hereto as **Exhibit D** is a true and correct copy of Section 412.5 of the San Mateo County Charter.

7. Attached hereto as **Exhibit E** is a true and correct copy of Sheriff Removal Procedures.

8. Attached hereto as **Exhibit F** is a true and correct copy of the Keker Van Nest & Peters ("Keker") memorandum. (Only through Exhibit 6.)

Volume Two

(Ex Parte 298-532)

9. Attached hereto as **Exhibit F** is a true and correct copy of the Keker Van Nest & Peters ("Keker") memorandum. (Only Exhibits 7 through 50.)

Volume Three

(Ex Parte 533-825)

10. Attached hereto as **Exhibit F** is a true and correct copy of the Keker Van Nest & Peters ("Keker") memorandum. (Only Exhibits 51 through end.)

Volume Four

(Ex Parte 826-897)

11. Attached hereto as **Exhibit G** is a true and correct transcript of the June 11, 2025, pre-

1 removal conference.

2 12. Attached hereto as **Exhibit H** is a true and correct copy of June 24 Board resolution
3 removing Sheriff Corpus.

4 13. Attached hereto as **Exhibit I** is a true and correct copy of Sheriff Corpus' appeal of
5 removal order.

6
7
8 DATED: June 26, 2025

MURPHY, PEARSON, BRADLEY & FEENEY

9
10 By 

11 Christopher R. Ulrich
12 Attorneys for Petitioner
13 SHERIFF CHRISTINA CORPUS
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Exhibit 51

Ex Parte533

CONFIDENTIAL

CONFIDENTIAL

INVESTIGATION OF SAN MATEO COUNTY SHERIFFS OFFICE

**CERTIFIED
TRANSCRIPT**

TRANSCRIPT OF

RECORDED INTERVIEW OF VICTOR AENLLE

BY JUDGE LaDORIS CORDELL

VIA PHONE

File: Aenlle Interview Recording LaDoris Cordell.m4a

Date: September 25, 2024

Time: 3:53 PM

Transcribed by: Denise C. Shuey, CSR
License No. CSR-6814

Ex Parte534

CONFIDENTIAL

1 JUDGE CORDELL: All right. So this is
2 Judge Cordell. It is 3:53 PM on Wednesday, September
3 the 25th, 2024. I am in a conversation with Victor
4 Aenlle, and James Touchstone is an attorney who is
5 recording this interview, and I do consent to the
6 recording of this interview. Only one condition, and
7 that is that Mr. Touchstone has agreed to send me the
8 recording -- a copy of the recording and that I get it
9 today.

10 Mr. Touchstone, are you able to do that, to get
11 me the recording today, the tape?

12 MR. TOUCHSTONE: Yes, ma'am. I believe so.

13 JUDGE CORDELL: Thank you so much. So with
14 those conditions, I'm fine with having the interview.

15 And I guess, Mr. Aenlle, maybe you might want
16 to state on the record that you're okay being recorded.

17 MR. AENLLE: I do consent to this conversation
18 being recorded.

19 JUDGE CORDELL: Thank you so much.

20 I have been retained by County Counsel, San
21 Mateo County, to investigate complaints, concerns,
22 allegations that have been lodged against Mr. Aenlle,
23 against Sheriff Corpus, and leadership in the office.
24 My job is fact-finding. I want you both to know that
25 when County Counsel reached out to me, I had never -- I



1 didn't know him. I do not know County Executive. I do
2 not know anyone in the Sheriff's Office. So I live in
3 Santa Clara County, and so I agreed to do this
4 investigation as a factfinder and to do one that is
5 objective and unbiased. I have no axe to grind, and I
6 greatly appreciate that Mr. Aenlle has agreed to -- to
7 speak with me.

8 Because you have no obligation whatsoever to do
9 so. So thank you again for giving me your time -- to
10 both of you.

11 So what I would like to do -- and, by the way,
12 Mr. Aenlle, if there's any questions that you don't want
13 to answer, that's fine. That's fine. I will take --
14 I'm not recording on my end. I am going to take some
15 notes, but I am going to, as you are, rely on -- on the
16 recording that Mr. Touchstone's making.

17 So the first thing I'd -- I'd like to ask you
18 is if you could tell me about how you first came to even
19 know Sheriff Corpus and, you know, be employed
20 eventually at the Sheriff's Office. And can you just
21 kind of start there for me.

22 MR. AENLLE: Yes, Judge Cordell. And, by the
23 way, thank you. You pronounced my name perfectly. Most
24 people do not pronounce my name correctly. So I
25 appreciate that. Thank you so much.



1 JUDGE CORDELL: Sure.

2 MR. AENLLE: I met Sheriff Corpus 16 years ago,
3 maybe closer to 17 at this point, here at the Sheriff's
4 Office. I have been a designated Level 1 Reserve Deputy
5 with the office since '09. And through that capacity,
6 I've worked with Sheriff Corpus in -- in many different
7 things in the office, details or patrol, and just
8 different areas of the office, and that's how I first
9 got to know her.

10 I've also been a range instructor, Range
11 Master, at the Sheriff's Office for nine of those years,
12 and I would participate in the training and qualify and
13 so forth. So my professional and friendship with the
14 sheriff dates back to that time.

15 JUDGE CORDELL: Got it.

16 And I understand that you were a part of her
17 campaign and also on her transition team. Can you tell
18 me about -- just a little bit about that.

19 MR. AENLLE: Yes, ma'am. When Sheriff Corpus
20 decided to run, she approached me to see if I would help
21 or be part of her campaign, and I gladly accepted, as I
22 felt that new leadership could benefit our community
23 just in the office. So it was a non-paid position,
24 completely volunteer, and that went successful, as --
25 as -- as you can see.



1 And then I was further asked, because of my
2 experience, institution, and knowledge of the office, my
3 business ~~ex~~perience, to be part of her transition team.
4 And one of the biggest projects that I took on was the
5 new building of 50,000 square feet, five stories, that
6 needed to be reviewed and make sure it was safe for the
7 employees to occupy.

8 JUDGE CORDELL: Got it.

9 So if I could go back a little bit. She
10 approached you -- her campaign -- she was elected in
11 June, 2022. So her campaign got going in 2021?

12 MR. AENLLE: Yes, ma'am.

13 JUDGE CORDELL: So that --

14 MR. AENLLE: I had been campaigning for about a
15 year and a half, I believe.

16 JUDGE CORDELL: Okay. Got it. That helps.

17 And then the transition team. That -- that
18 transition team went from -- what? -- after her election
19 till she ~~was~~ sworn in?

20 MR. AENLLE: Shortly after her election, a few
21 months ~~after~~. I don't think it -- it got put together
22 right away. I think there needed some County approvals.
23 But shortly thereafter.

24 JUDGE CORDELL: Got it. Got it.

25 Did you have a contract for -- to be on the



1 transition team? A contract, meaning with the County?

2 MR. AENLLE: Yes, ma'am, I did.

3 JUDGE CORDELL: And was that contract
4 terminated by the County Exec?

5 MR. AENLLE: It was terminated by the County
6 Executive. And --

7 JUDGE CORDELL: Can you tell me about that.
8 Yeah.

9 MR. AENLLE: Yes. Yes. And, by the way, I
10 even have -- I still have a copy of that contract, and
11 it was terminated illegally, even by their own contract.

12 But, basically, I got a call from the --
13 Rodriguez. I can't picture her first name now. Iliana
14 Rodriguez.

15 JUDGE CORDELL: Okay.

16 MR. AENLLE: But there was a conflict in the
17 contract, and -- and the County Executive decided to
18 cancel it --

19 JUDGE CORDELL: Did --

20 MR. AENLLE: -- without -- without any process,
21 due notice, nothing.

22 JUDGE CORDELL: Was the conflict ever explained
23 to you?

24 MR. AENLLE: Never explained.

25 JUDGE CORDELL: So you were just told, "It's



1 terminated. There's a conflict." And that's it?
2 MR. AENLLE: That's it.
3 JUDGE CORDELL: Okay. So were you subsequently
4 employed by the sheriff?
5 MR. AENLLE: Not employed, ma'am. I was -- I
6 was the reserve. I was in a reserve, which is a
7 non-paid --
8 JUDGE CORDELL: Okay.
9 MR. AENLLE: -- position.
10 JUDGE CORDELL: Right. I guess what I'm
11 talking about is were you ever employed by -- let's call
12 it were you ever a contractor with either the County or
13 the Sheriff's Office after the County Exec terminated
14 your employment -- your contract?
15 MR. AENLLE: Yes.
16 JUDGE CORDELL: Did you have --
17 MR. AENLLE: Yes.
18 JUDGE CORDELL: So that's what I'm asking
19 about. You know, was it -- I think one was a special
20 projects coordinator. Again, I need all this explained.
21 That's why I'm glad you're talking to me.
22 MR. AENLLE: Yeah. I will do my best, ma'am.
23 There were two contracts. One was for part of the
24 transition team. That's the one that was canceled --
25 JUDGE CORDELL: Right.



1 MR. AENLLE: -- really against the terms of the
2 contract. The other one was when the sheriff came in,
3 she still needed my services, and she made a petition to
4 HR to convert one of the assistant sheriff positions,
5 which we've never had three assistant sheriffs. That
6 was more of a recent move by the prior -- former sheriff
7 and to make that a civilian position, adopting the LAPD
8 models and San Francisco models, which she wanted to
9 bring talent and for her professional staff, which
10 encompasses half of the department to have
11 representation in the executive team.

12 JUDGE CORDELL: Right.

13 MR. AENLLE: And -- and that took about six
14 months and a lot of effort during that time because I
15 was actually working. The Sheriff's Office initiated a
16 contract to make sure I got compensated while my
17 official position that is an appointed position got
18 created.

19 JUDGE CORDELL: Okay. So -- just so I've got
20 it right, first you were on the transition team. You
21 had a contract. County Exec terminates the contract.

22 Do you know when that was terminated, by the
23 way? What month, anyway?

24 MR. AENLLE: No, ma'am. But it -- you know, it
25 must have been late 2022. Somewhere --



1 JUDGE CORDELL: That's okay. I mean, I'm
2 just --
3 MR. AENLLE: -- in that range.
4 JUDGE CORDELL: That's fine.
5 MR. AENLLE: Yeah.
6 JUDGE CORDELL: That's fine.
7 So just so I get the chronology, transition
8 team. You had a contract with the County. The County
9 Exec terminates it. Then I -- I believe -- and, again,
10 I don't have my notes in front of me -- that that
11 contract was terminated in October, 2022. 2022. So
12 that would leave November -- if I'm right, November,
13 December.
14 During that two -- those two months there, were
15 you under contract with the sheriff or the County under
16 any other contract?
17 MR. AENLLE: No. Not -- not for the transition
18 team.
19 JUDGE CORDELL: Got it.
20 Well, how about not through the transition
21 team? Did you have any kind of a separate contract?
22 The reason I'm asking is that there -- were you ever
23 a -- let's see -- a special projects person? Do you
24 know what I mean? Have a contract as a -- under a
25 special projects with the Sheriff's Office?



1 MR. AENLLE: I can't -- I can't recall. I
2 can't tell you what the contract name is. I don't think
3 we put names on things. I've done a --

4 JUDGE CORDELL: Okay.

5 MR. AENLLE: -- billion of those already for
6 the Sheriff's Office.

7 JUDGE CORDELL: Got it.

8 MR. AENLLE: It's just a third party --
9 third-party contract. I don't know --

10 JUDGE CORDELL: Okay.

11 MR. AENLLE: Some of them are to handle special
12 projects, for sure --

13 JUDGE CORDELL: Uh-huh.

14 MR. AENLLE: -- but I don't think they're
15 necessarily named. It is just basically an independent,
16 third-party contract. But they're all --

17 JUDGE CORDELL: Okay. Right.

18 MR. AENLLE: -- standard templates.

19 JUDGE CORDELL: So you were never a schedule
20 project coordinator in, let's say, 2022?

21 MR. AENLLE: No, not in 2022. Again, I
22 didn't --

23 JUDGE CORDELL: Got it. Okay. That's fine.

24 SC --

25 MR. AENLLE: 2022 would be under transition.



1 JUDGE CORDELL: Right. Right.

2 So in 2023 were you -- did you have a contract,
3 or were you employed in the Sheriff's Office starting --

4 MR. AENLLE: In 2023 when I came in, yes, I had
5 a -- I had a contract with the Sheriff's Office, like a
6 third-party contract, while my position was created.

7 JUDGE CORDELL: That's what I needed cleared
8 up.

9 So you had a contract that kind of got you from
10 when she was sworn in to when you got this position that
11 eliminated an assistant sheriff's position and instead
12 put you in? Fair?

13 MR. AENLLE: Fair. And it wasn't eliminated.
14 It was just converted.

15 JUDGE CORDELL: Changed or transformed?

16 MR. AENLLE: Yes.

17 JUDGE CORDELL: Right. Okay.

18 So in -- so that contract you had from January
19 to when you became executive director. And then after
20 you became this next position, which is executive
21 director, and that contract ended, and you began the
22 full-time in the position you're in now?

23 MR. AENLLE: Yes, ma'am.

24 JUDGE CORDELL: Okay. Got it.

25 All right. So in the transition team, when



1 that team existed, did you ask the transition team, each
2 of the members, to sign non-disclosure agreements?

3 MR. AENLLE: I believe we did. I don't know
4 if -- I know we had a discussion. I don't know if all
5 of them got signed.

6 JUDGE CORDELL: Uh-huh.

7 MR. AENLLE: And that was not necessarily me,
8 but that was at the direction of the strategist that was
9 helping us along and was part of the team.

10 JUDGE CORDELL: Right. So do you re- -- do you
11 recall why they wanted -- this person wanted an NDA?

12 MR. AENLLE: Normal business practice. I think
13 any person in -- in the political world --

14 JUDGE CORDELL: Uh-huh.

15 MR. AENLLE: -- has a theme. It's -- it's -- I
16 believe she did that also in the campaign. The campaign
17 manager --

18 JUDGE CORDELL: Uh-huh.

19 MR. AENLLE: -- consultant asked everybody to
20 do that.

21 JUDGE CORDELL: Got it. Got it.

22 Were -- so you were -- I have heard --

23 MR. AENLLE: Uh-huh.

24 JUDGE CORDELL: -- you referred to as the
25 campaign manager. Were you her campaign manager or --



1 MR. AENLLE: I never took that title
2 officially. I did a lot. I was the lawn sign person.
3 I was the errand person. I was many, many things. I
4 never took officially --

5 JUDGE CORDELL: Okay.

6 MR. AENLLE: -- that role in any capacity.

7 JUDGE CORDELL: Do you know who was officially
8 her campaign manager? Any --

9 MR. AENLLE: I don't think we ever did. I
10 think the consultant -- the campaign consultant really
11 filled that hole.

12 JUDGE CORDELL: Got it.

13 And was that Mr. Szabo (phonetic) or something?
14 Does that --

15 MR. AENLLE: Szabo was one of the --

16 JUDGE CORDELL: -- sound about right?

17 MR. AENLLE: Yeah. Szabo was the main -- no.
18 Szabo came in afterwards.

19 JUDGE CORDELL: Okay.

20 MR. AENLLE: He was not -- she had already won
21 the campaign.

22 JUDGE CORDELL: Got it.

23 MR. AENLLE: His name --

24 JUDGE CORDELL: Okay.

25 MR. AENLLE: Like I --



1 JUDGE CORDELL: That's okay. It --

2 MR. AENLLE: It will come - it will come to
3 me.

4 JUDGE CORDELL: All right.

5 MR. AENLLE: It's been a little while.

6 JUDGE CORDELL: It's not really important. I
7 appreciate that, and it's not important.

8 Okay. So you are currently the executor
9 director -- the executive director of administration; is
10 that correct?

11 MR. AENLLE: Yes, ma'am.

12 JUDGE CORDELL: All right. I've also heard you
13 referred to as "Chief of Staff." Is that --

14 MR. AENLLE: Yes.

15 JUDGE CORDELL: -- in the executive director
16 job description, or is that -- where did that title come
17 from, "Chief of Staff"?

18 MR. AENLLE: So -- yeah, that's a working title
19 that I have. There's a lot of positions in the county
20 that, if you look at them, they do not make any sense.
21 They were just created because that's -- that's the
22 proper format.

23 JUDGE CORDELL: Uh-huh.

24 MR. AENLLE: You know, my IT director's like
25 that and many others. But my role has always been



1 "Chief of Staff."

2 JUDGE CORDELL: So the title came from where?

3 I mean, was it --

4 MR. AENLLE: It was a working title.

5 JUDGE CORDELL: But I don't know what that
6 means, I guess, is what I'm saying. It's like did you
7 just say, "Okay. I'm the executive director, but I want
8 you all to know I'm the chief of staff," or is that --
9 did someone else give you that? That's all I'm --

10 MR. AENLLE: No, ma'am. The -- the sheriff
11 assigned that.

12 JUDGE CORDELL: Okay.

13 MR. AENLLE: That's -- that's my role in the
14 office, yeah.

15 JUDGE CORDELL: Got it.

16 Now, let's follow up on that. Can you talk to
17 me now about what your role is in the office.

18 MR. AENLLE: I oversee the civilian
19 departments. There's a number of -- of them under me.
20 So directors report to me, and I have a couple managers
21 that do as well, and I basically represent and oversee
22 that. I'm also part of the executive team, and I assist
23 the sheriff with whatever she assigns me --

24 JUDGE CORDELL: Got it.

25 MR. AENLLE: -- which --



1 JUDGE CORDELL: And -- go right ahead. I don't
2 want to cut you off. Go right ahead.

3 MR. AENLLE: No, no. It just involves
4 projects. It involves programs, community programs,
5 community relations. I -- basically anything that has
6 to do with the -- the sheriff's communication with the
7 community.

8 JUDGE CORDELL: Gotcha.

9 Okay. Have you ever said to anyone that you
10 are third in command?

11 MR. AENLLE: The only time I can recall
12 anything like that --

13 JUDGE CORDELL: Okay.

14 MR. AENLLE: -- and I remember the
15 experience -- was in Santa Clara County, there was a
16 Academy graduation. We were at that, and I was speaking
17 to one of their people in command.

18 JUDGE CORDELL: Okay.

19 MR. AENLLE: A lady. I can't recall her name,
20 but she's one of the -- the female assistant sheriffs
21 there.

22 JUDGE CORDELL: Okay.

23 MR. AENLLE: And I introduced -- we were
24 meeting each other. I'm like, "I'm the chief of staff."

25 And we're talking, and she goes, "What does



1 that mean? What level is that? Is that lieutenant
2 level?"

3 And I said, "No. In our department, that's --
4 that's executive team level. It sits at -- it's an
5 assistant sheriff's level, which is considered the line
6 of -- of -- of third in command."

7 JUDGE CORDELL: Uh-huh.

8 MR. AENLLE: Aside from that --

9 JUDGE CORDELL: But -- uh-huh.

10 MR. AENLLE: Aside from that, no.

11 JUDGE CORDELL: So do you consider yourself,
12 then, third in command in the office?

13 MR. AENLLE: I consider myself a member of the
14 executive team, ma'am.

15 JUDGE CORDELL: So let's just take it a step
16 further. I -- I -- I did some work as --

17 MR. AENLLE: Yes.

18 JUDGE CORDELL: -- as a police auditor for
19 the -- in the City of San Jose and dealt a lot with the
20 San Jose PD. And I know a PD's office is different from
21 Sheriff's Office, but there's still a hierarchy, and
22 there's still --

23 MR. AENLLE: Sure.

24 JUDGE CORDELL: -- something called a chain of
25 command; right?



1 MR. AENLLE: Yes.

2 JUDGE CORDELL: So can you tell me, then,
3 what -- what is the chain of command in the Sheriff's
4 Office? Your --

5 MR. AENLLE: Sure.

6 JUDGE CORDELL: -- description of what it is.

7 MR. AENLLE: Yeah. Per our org. chart is the
8 sheriff, undersheriff, and then the assistant sheriff,
9 and chief of staff is the next line and everything else
10 below.

11 JUDGE CORDELL: Got it.

12 And how many assistant sheriffs are there now?

13 MR. AENLLE: Two. Well --

14 JUDGE CORDELL: Two.

15 MR. AENLLE: -- currently -- currently there is
16 a position vacant. We have one assistant sheriff.

17 JUDGE CORDELL: Got it.

18 But there's one vacant, and -- and do you
19 anticipate that will be filled? So there will be two
20 assistant sheriffs and then chief of staff? Is that --

21 MR. AENLLE: Yeah. Absolutely, ma'am.

22 JUDGE CORDELL: Okay.

23 MR. AENLLE: But the sheriff is being very
24 diligent about that, and she's just trying to find the
25 right person for --



1 JUDGE CORDELL: Go ahead.

2 MR. AENLLE: -- the right fit for the office.

3 JUDGE CORDELL: Got it.

4 So you mentioned an org chart, an
5 organizational chart. I looked online, anyway, to try
6 to find it, and I can't find an organizational chart.
7 Can you tell me where I can find it.

8 MR. AENLLE: I can send it to you. It's also
9 part of the Meliora report that was done. It was that
10 third-party investigation into the office, and the goal
11 was to make it more efficient. And I know they have a
12 copy of our initial, still in the work- --
13 work-in-process, org chart. But --

14 JUDGE CORDELL: So that's fine. I can -- I can
15 get ahold of the report. I have seen it.

16 So is there -- but the organizational chart is
17 not on the sheriff's website or anything? Because I
18 looked, and I couldn't find it.

19 MR. AENLLE: I can tell you that that's been a
20 work in progress. I can tell you we're working on it.

21 JUDGE CORDELL: Sure.

22 MR. AENLLE: I just -- I can't confirm whether
23 it's on the website or not, but I can -- I can check and
24 verify that

25 JUDGE CORDELL: Okay. That's fine.



1 And you say it's a work in progress. What do
2 you mean? Like what's --

3 MR. AENLLE: It hasn't been finalized yet, I
4 think -- I think we're -- the undersheriff is getting
5 close. I know he's working on that but --

6 JUDGE CORDELL: Okay.

7 MR. AENLLE: Yeah.

8 JUDGE CORDELL: That's fine. Because I was
9 looking, and I couldn't find it. So I appreciate your
10 telling me it's coming.

11 MR. TOUCHSTONE: Judge Cordell, I'm sorry to
12 interrupt, ma'am. This is Jim Touchstone. I would note
13 that there is reference to these positions in the San
14 Mateo County Sheriff's Office policies, which are
15 online.

16 JUDGE CORDELL: When you say "reference to
17 these," what do you mean? The chain of command, for
18 example?

19 MR. TOUCHSTONE: Yes. Yes, ma'am.

20 JUDGE CORDELL: Yeah. Good.

21 MR. TOUCHSTONE: And the positions have been
22 identified.

23 JUDGE CORDELL: Absolutely, yes. And I'm aware
24 of that, and thank you.

25 Sc. Mr. Aenlle, I'd like to -- to -- to ask --



1 move now to questions about outside employment, and it's
2 just a very straightforward question.

3 Do you have any outside employment?

4 MR. AENLLE: No, ma'am. I -- my real estate
5 business, I pretty much stopped doing it. I'm still
6 licensed. But as of 2023, my involvement with the
7 Sheriff's Office -- it demanded too much of my time. I
8 am no longer practicing real estate.

9 As far as my PPO, my private security company,
10 I have also as of 2023, when I got involved with the
11 Sheriff's Office, I've not engaged in -- in -- in those
12 activities as well.

13 JUDGE CORDELL: Got it.

14 So let's just -- I just want to nail it down,
15 and this is important. When you say you stopped in
16 2023, can you tell me when in 2023?

17 MR. AENLLE: A few months -- a few months into
18 it when I started. When my position -- I believe it was
19 closer when my position got finalized.

20 JUDGE CORDELL: So -- and when was that?
21 Because I forgot to ask you that when you said you
22 converted the --

23 MR. AENLLE: It took a long time. I want to
24 say somewhere in -- this is not a hundred percent -- but
25 somewhere around July, I believe.



1 JUDGE CORDELL: Of 2023?

2 MR. AENLLE: Yes, ma'am.

3 JUDGE CORDELL: So between January, 2023, and
4 July, did you have any outside employment?

5 MR. AENLLE: Well, I've contracted maybe a few
6 security details of close friends or of old clients.
7 Real estate. I referred out.

8 JUDGE CORDELL: So when you say "referred out,"
9 if you got someone who was interested in some real
10 estate --

11 MR. AENLLE: Yes, ma'am.

12 JUDGE CORDELL: -- you would not -- you would
13 not accept it and -- and just give it to someone else in
14 your office --

15 MR. AENLLE: Yes, ma'am.

16 JUDGE CORDELL: -- in the office?

17 Got it.

18 So -- and can you tell me when you were doing
19 real estate. did you work for a company?

20 MR. AENLLE: Yeah. Even though I'm a broker, I
21 did -- I've always hung my license with Coldwell Banker.

22 JUDGE CORDELL: So you -- I'm sorry. And you
23 are a broker, which is different from --

24 MR. AENLLE: Also a broker, ma'am.

25 JUDGE CORDELL: Right? That's different from



1 being a real estate salesperson? Is that --

2 MR. AENLLE: Yes, ma'am.

3 JUDGE CORDELL: Am I getting that right? Okay.

4 MR. AENLLE: Yes.

5 JUDGE CORDELL: So you were with Coldwell
6 Banker. And did you work out of any particular office?
7 This is, again, before you began your executive director
8 work or chief of staff work.

9 MR. AENLLE: Yes. I was out of the San Mateo
10 office, which -- which closed, and then everybody merged
11 into San Carlos or Burlingame. I hung my license in San
12 Carlos.

13 JUDGE CORDELL: San Carlos. Okay.

14 Were you ever in -- work out of the Half Moon
15 Bay office?

16 MR. AENLLE: I never worked there.

17 JUDGE CORDELL: Uh-huh.

18 MR. AENLLE: My -- they could have transferred
19 my license there to -- I think my manager was in both.
20 My manager was in San Carlos and Half Moon Bay.

21 JUDGE CORDELL: Uh-huh.

22 MR. AENLLE: In the past, I did do a lot of
23 business there. So . . .

24 JUDGE CORDELL: Got it.

25 MR. AENLLE: But I've never actually done



1 business out of San Carlos -- out of Half Moon Bay.

2 JUDGE CORDELL: Got it.

3 MR. AENLLE: I've never had an office there, a
4 desk there, nothing like that.

5 JUDGE CORDELL: I've got you.

6 Yo_ used the words "pretty much stopped doing
7 the real estate." I'm not sure what you mean by that.
8 So -- so the question is, you know, did you have any
9 outside employment? And, by the way, it's not a bad
10 thing. I'm just asking. Did you have --

11 MR. AENLLE: No. I understand.

12 JUDGE CORDELL: -- also have employment when
13 you were employed by either the Sheriff's Office or the
14 County or had a contract with them? Doing business with
15 the County or the Sheriff's Office, did you have any
16 outside employment?

17 MR. AENLLE: Just to be clear, while I was
18 waiting for my position to open --

19 JUDGE CORDELL: Uh-huh.

20 MR. AENLLE: -- you know, ma'am, I have to be
21 honest with you. Even back when we started the
22 campaign, there was so much involvement and it took so
23 much time that even -- even back then, I started
24 referring business out and was not accepting. I can
25 tell you that when I started even as a contractor here



1 from January, 2023 --

2 JUDGE CORDELL: Yeah.

3 MR. AENLLE: -- it was very, very minimal. And
4 by the time I took my position, I'm basically doing the
5 job of three people here.

6 JUDGE CORDELL: Uh-huh.

7 MR. AENLLE: I stopped doing everything
8 altogether.

9 JUDGE CORDELL: Got it.

10 So -- okay. I've got it.

11 Did you go through any kind of an approval
12 process in -- when you had the outside employment and
13 when you were, at least January maybe until July, doing
14 some outside work, employment?

15 MR. AENLLE: I think as a contractor, that was
16 not a requirement.

17 JUDGE CORDELL: Got it. Okay.

18 MR. AENLLE: But the sheriff was aware, and --

19 JUDGE CORDELL: Okay.

20 MR. AENLLE: -- it was approved.

21 JUDGE CORDELL: And when you say "it was
22 approved," do you mean the sheriff gave her approval?
23 Like, "It's okay. You can do it"?

24 MR. AENLLE: Yeah. Many people in the office
25 have outside businesses and outside employment.



1 JUDGE CORDELL: Right.

2 MR. AENLLE: I just -- we just have to make the
3 sheriff aware.

4 JUDGE CORDELL: Uh-huh. And you said you did
5 make her aware, and she was okay with it?

6 MR. AENLLE: Again, she was okay with it, but
7 I -- again, I was not really doing -- my business took
8 so much time by that point.

9 JUDGE CORDELL: Uh-huh. Okay.

10 But she was aware, and the only way she could
11 be aware is if you told her; right? And --

12 MR. AENLLE: That's correct.

13 JUDGE CORDELL: Yeah. And then she was -- she
14 gave her approval? I don't want to put words in your
15 mouth. So I'm just -- I'm just trying to understand how
16 you knew that it was okay with her. So either she did
17 something in writing, or she told you. I don't know.

18 Can you tell me that?

19 MR. AENLLE: Yes. She's aware, and I -- well,
20 and I asked her. I said, "My business -- as you know,
21 I'm moving away from it. There might be some -- a
22 couple last-minute deals or something that I have to
23 finish, just so you're aware that I would do that. It
24 would not be during the time of -- of my work
25 responsibilities or interfere at all in any type of the



1 work that I'm doing at the Sheriff's Office. It would
2 be on my own time and possibly weekends."

3 JUDGE CORDELL: Gotcha.

4 And when you had this conversation with her,
5 that would have been at the beginning of 2023?

6 MR. AENLLE: At some point around 2023, yes.

7 JUDGE CORDELL: Okay.

8 MR. AENLLE: Prior to me accepting the -- the
9 full-time position.

10 JUDGE CORDELL: Gotcha.

11 So back to the full-time position. You said to
12 me it's a civilian position. I guess that also means
13 unclassified. And so -- okay. So executive director.
14 Got it.

15 Do you in your job -- you mentioned it, and I'm
16 just going to go back to it now.

17 You said something about the building that
18 the -- the Sheriff's Office is now in, that new
19 building, and that you were involved in that. So can
20 you just talk to me. Just first generally, are you
21 involved in any real estate transactions that involve --
22 not -- not as a Realtor. I'm not talking about that.

23 I mean in your role as the chief of staff,
24 executive director, have you been and are you engaged in
25 any kind of real estate transactions in that role?



1 MR. AENLLE: Yes.

2 JUDGE CORDELL: Can you talk to me about that.

3 MR. AENLLE: Engage- -- yeah. The engagement
4 part is basically working with the real estate
5 department of the County. But that -- that would be my
6 involvement

7 JUDGE CORDELL: And when you say your
8 involvement, what -- what do you do as executive
9 director with the real estate office?

10 MR. AENLLE: Oversee; make sure things are
11 right; answer the questions; facilitate; review
12 documents, leases. Basically help facilitate the needs
13 of the office.

14 JUDGE CORDELL: Got it.

15 MR. AENLLE: So, for example, Judge Cordell,
16 the transition team -- the sheriff wanted me to look at
17 the plans for the building because nobody's ever looked
18 at them. I have experience not just in real estate. My
19 real estate involvement goes much deeper. It goes into
20 development, construction, commercial.

21 So one of the first things that we -- I
22 notified when I saw the plans is that there was no
23 security plan at all. That entire building was built
24 like an office space with no key cards, no cameras, no
25 safety features, no safety doors, no metal detectors.



1 Zero.

2 JUDGE CORDELL: That's the building --

3 MR. AENLLE: I'm talking about --

4 JUDGE CORDELL: -- that -- excuse me.

5 That's the building you're in now?

6 MR. AENLLE: Yes, ma'am.

7 JUDGE CORDELL: Go ahead. Go ahead.

8 MR. AENLLE: So that's one -- that's one of the
9 things I did. When I discovered that, I made that -- I
10 brought it to the sheriff's attention, and then we had
11 to get working on it because it was not a safe building
12 to be in as far as conducting law enforcement services.

13 JUDGE CORDELL: Got it.

14 MR. AENLLE: As far as any of the other
15 projects, clearly I've been around the business world
16 and in real estate for 30 years. I know contracts.

17 JUDGE CORDELL: Got it.

18 MR. AENLLE: I know leases. So I helped -- I
19 worked -- I was the contact, along with the sheriff,
20 with the office -- County office, which is called Real
21 Property Services. They're engaged in negotiating the
22 current lease for the sheriff, doing extensions,
23 acquiring new property under lease, and so forth.
24 Everything that I've done or helped with was -- was with
25 them involved.



1 JUDGE CORDELL: And is that group you're
2 talking about a part of the Sheriff's Office?

3 MF. AENLLE: No, ma'am. It's part of the
4 County.

5 JUDGE CORDELL: Right. So --

6 MF. AENLLE: It's a County department.

7 JUDGE CORDELL: Right. So I'm just trying to
8 get these levels straight.

9 First you said there's a real estate office,
10 and that's the County's real es- -- has a real estate
11 office, right?

12 MF. AENLLE: And I wouldn't -- yeah. It's a
13 real estate unit. Real estate -- it's called "Real
14 Property Services."

15 JUDGE CORDELL: Oh, that's right.

16 MF. AENLLE: And they basically manage all the
17 leases and so forth for the County.

18 JUDGE CORDELL: Got it.

19 So you have been working with Real Property
20 Services in buildings or transactions that involve the
21 Sheriff's Office?

22 MF. AENLLE: Yes.

23 JUDGE CORDELL: Is that -- is that good?

24 MF. AENLLE: Yeah.

25 JUDGE CORDELL: Okay. Got it.



1 And one of them was -- you said the building
2 you're in row, they -- they were lacking in all of those
3 areas you just mentioned. You brought it to their
4 attention, and then that's --

5 MR. AENLLE: Sorry, ma'am. Let me correct --
6 let me back up for a second.

7 JUDGE CORDELL: Okay.

8 MR. AENLLE: This building --

9 JUDGE CORDELL: Uh-huh.

10 MR. AENLLE: -- (unintelligible) involvement.
11 This is -- this is, you know, a contractor, and this
12 is -- this is in a level different than -- than real
13 property. And -- and my involvement. -- involvement in
14 this building was initiated during the transition period
15 when we discovered the deficiencies.

16 JUDGE CORDELL: Oh.

17 MR. AENLLE: That's it. That's it.

18 JUDGE CORDELL: Got it.

19 MR. AENLLE: So two -- two separate -- two
20 separate things.

21 JUDGE CORDELL: I've gotcha.

22 SC when you were on the transition -- when the
23 transition was being made, you spot this and brought
24 it --

25 MR. AENLLE: Yeah.



1 JUDGE CORDELL: -- to the attention of the
2 sheriff. And then I -- I'm assume, I hope, things got
3 remedied.

4 MR. AENLLE: They did. We had to add an
5 additional \$750,000 of security features to the building
6 in order to make it safe for the employees.

7 JUDGE CORDELL: And that's only because you
8 spotted it and brought it to their attention?

9 MR. AENLLE: Yes, ma'am. I'm not here to toot
10 my own horn but, yes, that is -- I know construction,
11 and it was missing, and it was an oversight.

12 JUDGE CORDELL: Okay. So I have a question.

13 Did you ever approach anyone in the Sheriff's
14 Office and say something like, "Do you -- we're short on
15 money for the building, and I have someone, a donor, who
16 has \$20 million. And can you take that money and then
17 somehow -- as a donation but then give the money back"?

18 Have you had any conversation like that with
19 anybody?

20 MR. AENLLE: That's absurd, ma'am. No.

21 JUDGE CORDELL: Okay.

22 MR. AENLLE: No.

23 JUDGE CORDELL: All right. And so I want to
24 talk a little more, if we can, about the -- the real
25 estate transaction.



1 Sc one was the administrative building that
2 you're in row. So are you involved at all -- or were
3 you involved at all in the lease of the building in
4 Redwood City for a substation and possibly a child care
5 center?

6 MR. AENLLE: Yes, ma'am.

7 JUDGE CORDELL: Okay. So can you talk to me
8 about that now, please.

9 MR. AENLLE: My involvement is it was just the
10 Sheriff's Office needed to grow. The substation in
11 North Fair Oaks was subpar. She had been looking for a
12 property for a long time, and one of her sergeants that
13 works in the area sent her a flyer and said, "What about
14 this?" So she showed it to me, and I said, "Yeah.
15 Let's -- let's investigate." And we moved it over to
16 the Real Property Services department for him to -- to
17 look into it.

18 JUDGE CORDELL: Okay. And -- and was that the
19 extent of your involvement?

20 MR. AENLLE: I mean, I reviewed their -- some
21 of their leases, and I helped with information to help.
22 But, yes, pretty much that was it. That's the
23 involvement.

24 JUDGE CORDELL: Got it.

25 So do you have -- did you -- the lease is with



1 the DiNapoli Family LP. Did you have any -- did you
2 assist at all in getting -- getting that lease?

3 MR. AENLLE: Not at all, ma'am.

4 JUDGE CORDELL: Do you know the --

5 MR. AENLLE: That was Real Property Services.

6 I do not know the owners. I do not know the agents.

7 I've never been there and met the agent with Real

8 Property Services with me. Zero.

9 JUDGE CORDELL: Got it.

10 So you don't -- you had nothing to do with
11 getting -- getting the -- locating this property; right?

12 MR. AENLLE: The property was actually located
13 by Lilian Tashiro. She's a sergeant, and she --

14 JUDGE CORDELL: Right.

15 MR. AENLLE: -- set the fire to the sheriff.

16 JUDGE CORDELL: Got it.

17 And you had nothing to do with contacting the
18 lessor -- that would be the DiNapoli family --
19 getting -- had anything to do with them at all?

20 MR. AENLLE: The first time that I heard that
21 name is -- is right here with you today.

22 JUDGE CORDELL: Got it.

23 And do you -- did you have anything to do with
24 brokering the lease? Because there -- there -- the
25 lease was brokered by a real estate company.



1 Did you have anything to do with that?
2 MR. AENLLE: Absolutely not, ma'am.
3 JUDGE CORDELL: All right.
4 MR. AENLLE: Absolutely not. That lease was --
5 JUDGE CORDELL: So --
6 MR. AENLLE: -- was negotiated and brokered
7 through the County.
8 JUDGE CORDELL: Got it.
9 The reason I ask -- and -- and, again, I am
10 not -- please understand, Mr. Aenlle, I'm not making any
11 accusations. I am, again, trying to get facts.
12 MR. AENLLE: I understand, ma'am.
13 JUDGE CORDELL: There are allegations, and
14 that's why I'm trying to get facts. So just --
15 MR. AENLLE: Yeah.
16 JUDGE CORDELL: -- bear with me on this,
17 please. And I --
18 MR. AENLLE: Absolutely.
19 JUDGE CORDELL: Please do not take personal
20 offense at this because it's not my intention at all.
21 MR. AENLLE: I don't. I understand your
22 position. Thank you.
23 JUDGE CORDELL: Okay. But I -- I know it's
24 hard. I know this is hard.
25 MR. AENLLE: Yes, ma'am.



1 JUDGE CORDELL: It must be hard for you to
2 hear.

3 MR. AENLLE: I'm not here to steal from anybody
4 or do any snitty deals, believe me. It's -- it's --
5 that's not me.

6 JUDGE CORDELL: So my question -- and, again,
7 just bear with me on this -- is do you know -- and bear
8 with me a second. There were three individuals who were
9 the brokers for this lease, and they are people who work
10 for Coldwell Banker.

11 So my question to you is did you know that
12 Coldwell Banker was the broker for this lease?

13 MR. AENLLE: Ma'am, I don't think that is
14 correct.

15 JUDGE CORDELL: Okay.

16 MR. AENLLE: I don't remember Coldwell Banker
17 being there. I thought it was Wakefield or something
18 or -- so the answer to your question is, "No." Yeah.

19 JUDGE CORDELL: So my question was do you
20 know -- all right. So let me go back. I'll reask it.

21 MR. AENLLE: Yeah.

22 JUDGE CORDELL: Do you know if Coldwell Banker
23 brokered that lease for the -- the -- the building for
24 the substation? Do you know whether or not they did?

25 MR. AENLLE: No, I do not.



1 JUDGE CORDELL: Okay. Do you know who --

2 MR. AENLLE: I --

3 JUDGE CORDELL: Go ahead.

4 MR. AENLLE: I thought it was Wakefield or
5 something like that. I met the guy once or -- or twice
6 there when he opened up the building for all of us when
7 we were there. But I -- off the top of my head, I don't
8 think he was Coldwell Banker.

9 JUDGE CORDELL: Okay. And do you -- do you --
10 so you're not -- but you don't know who the broker is?

11 MR. AENLLE: I don't recall the broker. I want
12 to say Wakefield, maybe, but I really do not.

13 JUDGE CORDELL: Got it.

14 MR. AENLLE: I didn't know -- I didn't know the
15 agents before. I never met them before. I've never
16 done business with them before. Coldwell Banker
17 residential is big in our area. Coldwell Banker
18 Commercial is not. And I don't recall Coldwell Banker
19 Commercial handling that, per my recollection.

20 JUDGE CORDELL: Got it. Okay.

21 I was just trying to get the names of the --
22 what I believe to be of the brokers on that property,
23 and there were three last names, and I'm just curious if
24 any of them ring a bell for you.

25 MR. AENLLE: Yeah. Okay. Go ahead.



1 JUDGE CORDELL: No, no, no. Go ahead because
2 I -- I don't have it right in front of me.

3 MR. AENLLE: Yeah. Yeah. They -- they don't.
4 So in commercial, the way it works is like you have one
5 main guy, and then all those additional names are
6 just -- like just got out of college kind of guys.
7 They're just there to kind of assist.

8 I don't remember -- I can kind of see his face.
9 I really don't remember his name, but I can tell you
10 that the County has done business with him before on
11 other buildings and other leases.

12 JUDGE CORDELL: And the "him" --

13 MR. AENLLE: He's the real- --

14 JUDGE CORDELL: -- you're talking about -- I'm
15 sorry.

16 The "him" you're talking about is not someone
17 connected with -- with Coldwell Banker?

18 MR. AENLLE: No, no.

19 JUDGE CORDELL: Got it. Okay. I've got it.
20 And if I can get --

21 MR. AENLLE: If I can look it up on the
22 Internet and -- and see if I can pull up the old slide
23 (phonetic) if you'd like me to.

24 JUDGE CORDELL: No, no, no. It's fine. And
25 I -- you know, I appreciate. I just want to -- first of



1 all, I'm making sure I'm asking you the questions that,
2 you know, people are -- have been raising, and I want to
3 make sure I hear from you about it. And if I dig up the
4 names, I'll run them by you, and you can let me know if
5 you've ever --

6 MR. AENLLE: Yeah.

7 JUDGE CORDELL: -- heard of them.

8 MR. AENLLE: Absolutely.

9 JUDGE CORDELL: Okay. Bear with me one second
10 here. And, again, I'm taking a one-pass look to see if
11 I can come up with the names. Bear with me one second.
12 I have not seen it. Okay. Let me keep moving. And --
13 and I appreciate your patience.

14 MR. AENLLE: Of course.

15 JUDGE CORDELL: Okay. Other -- were you
16 involved in any real estate transaction in Half Moon
17 Bay?

18 MR. AENLLE: Yes, ma'am.

19 JUDGE CORDELL: Can you talk to me about that,
20 please.

21 MR. AENLLE: So my -- my involvement is not me
22 as a Realtor or as a broker or -- it's always been
23 through Real Property Services. The -- so the Sheriff's
24 Office is actually a nonprofit. It's -- it's the
25 Sheriff's Activities League. It's basically programs



1 for un- -- For underserved communities, for kids, and
2 things like that.

3 The -- the previous location in Half Moon Bay
4 was over by -- by the harbor kind of like in a -- in
5 more of a commercial district away from school, away
6 from services, and it was next to bars and a hotel,
7 which is not great for -- the majority of the kids at
8 that time were females. The sheriff found a location
9 that was not suitable.

10 By coincidence, the county supervisor in that
11 district, Mueller, was looking for an office, and he
12 actually liked that space. So Supervisor Mueller
13 absorbed that lease and made it his office, and then the
14 sheriff went out to look for a better location that
15 served -- better served the community.

16 She found a -- a location in downtown Half Moon
17 Bay that was -- used to be a Chamber of Commerce
18 building, which is a couple blocks from all the schools,
19 really centrally located, and she thought that would be
20 a perfect location for -- for the nonprofit. Real
21 Property Services and the attorneys liked it. They
22 negotiated the lease with the owner. I reviewed
23 documents. I -- I gave my two cents to make sure things
24 were done properly. I thought I added value. And the
25 lease was ratified --



1 JUDGE CORDELL: So this was --

2 MF. AENLLE: -- and went through the process of
3 remodeling.

4 JUDGE CORDELL: So this was a lease? And Half
5 Moon Bay, then, was a lease?

6 MF. AENLLE: Yes, ma'am.

7 JUDGE CORDELL: Right.

8 MF. AENLLE: There's been no acquisitions.
9 It's all been leases.

10 JUDGE CORDELL: Right. Do you know who
11 brokered that lease?

12 MF. AENLLE: There was no broker, ma'am, on the
13 other side --

14 JUDGE CORDELL: No broker?

15 MF. AENLLE: No. The -- the -- the County
16 services, the Real Property Services, actually has
17 leases with this owner in other locations, and there was
18 no -- no broker involved. It was just the property
19 sales County and the owners directly.

20 JUDGE CORDELL: Got it.

21 So it was basically -- this was the sheriff who
22 identified this property, pretty much?

23 MF. AENLLE: Yeah, yeah. Pretty much.

24 JUDGE CORDELL: Well --

25 MF. AENLLE: And --



1 JUDGE CORDELL: Okay.

2 MR. AENLLE: And she actually -- we went there,
3 and there was a sign there that the Chamber of Commerce
4 is moving. And luckily the lady was there, and the
5 sheriff walked in, and then she gave her all the
6 information. So then when we contacted Real Property
7 Services, it was learned that they had worked with this
8 owner before.

9 JUDGE CORDELL: Oh. And why --

10 MR. AENLLE: He's very well known on the coast,
11 and he has a lot of property. So --

12 JUDGE CORDELL: Got it.

13 MR. AENLLE: -- I'm not surprised the County
14 has other things with him.

15 JUDGE CORDELL: Right. Do you know his last
16 name, by any chance?

17 MR. AENLLE: Nurhan (phonetic).

18 JUDGE CORDELL: I'm sorry. Say it again.

19 MR. AENLLE: Nurhan.

20 JUDGE CORDELL: Nurhan?

21 MR. AENLLE: Yeah. Pete Nurhan.

22 JUDGE CORDELL: Do you know -- oh, why were you
23 out there in Half Moon Bay that time when you said --

24 MR. AENLLE: We have a substation there.

25 JUDGE CORDELL: Right.



1 MR. AENLLE: We have a substation there..

2 JUDGE CORDELL: Uh-huh.

3 MR. AENLLE: We've been looking for property
4 there. Real Property Services -- we were actually just
5 about to ratify a lease in a different building. So we
6 have been looking there for a long time. We have been
7 asking community members. We have been asking everybody
8 because Half Moon Bay is pretty small.

9 JUDGE CORDELL: Right.

10 MR. AENLLE: It's a tight-knit community. So
11 everybody knew that the sheriff's looking for a
12 location. We almost signed a lease. We were actually
13 just about to ratify it. Again, when I say "we," it's
14 Real Property Services unit. I was not acting in any
15 other capacity.

16 JUDGE CORDELL: Sure.

17 MR. AENLLE: And at the last minute, the owner
18 pulled some underhanded stuff, and we all agreed that
19 it's better to pull -- pull back, and -- and we lost
20 that location. We walked from that location. It was
21 right by the substation.

22 JUDGE CORDELL: Got it.

23 MR. AENLLE: And then doing that subsequent
24 search, we came across this other location. It was not
25 listed. It was not on the market. It was not on the



1 MLS. It was not in any venue. The -- the Chamber of
2 Commerce was still occupying it, and they just had a
3 sign out there that they're moving to the new location.

4 JUDGE CORDELL: Got it.

5 Who's your -- the person you work with at
6 Real -- at the real estate -- Real Property Services
7 unit?

8 MR AENLLE: Yeah. The main person -- I can
9 see her face. I haven't talked to her in a little bit.
10 We do a lot of work out front. Let me look at my emails
11 real quick.

12 JUDGE CORDELL: If you want to let me know it,
13 maybe you can send me -- you can text me --

14 MR AENLLE: Caroline Shaker.

15 JUDGE CORDELL: There you go. Thank you.

16 MR AENLLE: Caroline Shaker. And there's an
17 attorney in that office that I've dealt with, as well,
18 for reviewing leasing because there was other leases
19 that -- that we also ratified. There's -- there's
20 another location. Let me see if he's copied here. I
21 know he sent emails. Fox is his last name.

22 JUDGE CORDELL: And first name?

23 MR AENLLE: And he's in Real Property -- oh.

24 JUDGE CORDELL: That's all right. That's okay.
25 The person's in Real Property Services?



1 MR. AENLLE: Yeah. Yeah.

2 JUDGE CORDELL: Okay.

3 MR. AENLLE: He's the attorney that oversees
4 the leases. Besides the sale, the nonprofit, the
5 Sheriff's Office also secured a lease in El Granada.
6 It's a -- it's going to be a center, basically, to -- to
7 have emergency equipment for the coast because during
8 the fires and all the emergencies out there -- a lot of
9 times many, too, shut down -- it's hard to get equipment
10 through there. So that was done. They did that lease.
11 My involvement is I -- I oversee -- I overlook things to
12 make sure that the best interest of the sheriff is
13 re- -- is -- is represented, and that's about it.

14 JUDGE CORDELL: Okay. And can you tell me -- I
15 have never heard -- this is my ignorance. El Granada.
16 Where is that?

17 MR. AENLLE: It's a little south -- a little
18 north of Half Moon Bay.

19 JUDGE CORDELL: Huh. I've never heard of it.

20 MR. AENLLE: It's right across from the harbor.

21 JUDGE CORDELL: Never heard of it.

22 Okay. And, once again, your involvement --
23 this is at -- is it -- okay. Two questions.

24 Is your involvement in these real estate
25 transactions -- is that a part in your -- let me go



1 back.

2 Is there a job description for your position as
3 chief of staff and executive director? Is there a job
4 description that exists somewhere?

5 MR. AENLLE: Yeah. Part of that job -- there
6 is a job description. It's quite lengthy but also is in
7 projects at the direction of the sheriff.

8 JUDGE CORDELL: Got it.

9 MR. AENLLE: Since -- I mean, why not use the
10 talent that you have and the expertise to make sure that
11 everything looks good? That's it.

12 JUDGE CORDELL: Got it.

13 MR. AENLLE: If you --

14 JUDGE CORDELL: So --

15 MR. AENLLE: If you look at some of my
16 correspondence with the real estate attorney, you can
17 see that my recommendations on the lease or things that
18 I brought forth had a lot of value that was over- --
19 overlooked.

20 JUDGE CORDELL: Got it.

21 So your involvement in the real estate
22 transactions is at the behest of the sheriff --

23 MR. AENLLE: Correct.

24 JUDGE CORDELL: -- given your expertise in real
25 estate and development?



1 MR. AENLLE: Yep.

2 JUDGE CORDELL: Okay.

3 MR. AENLLE: And in working along with -- with
4 Real Property Services from -- from the County.

5 JUDGE CORDELL: Got it.

6 MR. AENLLE: But not in the capacity of a
7 broker or an agent or being involved in any of that or
8 benefiting at all from it.

9 JUDGE CORDELL: Okay.

10 I found the three names that I just want to run
11 by you and -- and ask you if these names ring a bell.
12 These were the names that I believe -- and I could be
13 wrong on this -- but were part of brokering the -- the
14 lease in Redwood City for the substation and the child
15 care center. So I'm just going to --

16 MR. AENLLE: Okay.

17 JUDGE CORDELL: -- see if you -- if you know
18 these names.

19 The first name is Bob McSweeney. Does that
20 ring a bell with you at all?

21 MR. AENLLE: It is. That's the guy that --
22 that I met there.

23 JUDGE CORDELL: And when you say you met there,
24 you met at the building when you did a --

25 MR. AENLLE: At the building --



1 JUDGE CORDELL: -- walk-through?
2 MR. AENLLE: At the building with --
3 JUDGE CORDELL: Yes.
4 MR. AENLLE: -- Real Property itself with
5 Caroline Shaker, yes.
6 JUDGE CORDELL: Got it.
7 And did you know Mr. McSweeney before that
8 walk-through?
9 MR. AENLLE: I've never met Mr. McSweeney
10 before in my life before that day.
11 JUDGE CORDELL: Got it.
12 MR. AENLLE: I've never done any transaction
13 with him, never met him.
14 JUDGE CORDELL: Okay. The next name is Evan
15 Chang. Does that ring a bell?
16 MR. AENLLE: No. Not at all.
17 JUDGE CORDELL: And the next one is Matt
18 Murray. Does that ring a bell?
19 MR. AENLLE: No.
20 JUDGE CORDELL: Okay. Got it.
21 All right. Any other real estate transactions
22 you want to tell me about at all? So we've talked about
23 Half Moon Bay, El Granada, the building that you're in
24 now, the -- and the Redwood City building.
25 Anything else --



1 MF. AENLLE: No, ma'am.
2 JUDGE CORDELL: -- that you made an --
3 MF. AENLLE: Not that I can think of.
4 JUDGE CORDELL: Okay. That's fine.
5 MF. AENLLE: No. And just for the record,
6 ma'am, because I want to make sure that it is
7 understood. I've never in any capacity or by myself,
8 and I've never benefited from any -- any deals or been
9 representing myself as a broker or an agent at all
10 whatsoever.
11 JUDGE CORDELL: Right. Because that would be a
12 conflict of interest. I mean, that would be a problem.
13 Sure.
14 MF. AENLLE: That's something I would just not
15 do, yeah.
16 JUDGE CORDELL: Yeah.
17 Okay. Now, have you ever been involved -- and
18 you talked about the real estate. I'm also curious
19 about contracts such as -- there's a contract with Edgar
20 Lopez & Associates.
21 Does that ring a bell?
22 MF. AENLLE: Yes, it does ring a bell.
23 JUDGE CORDELL: Can you talk to me about that
24 and your involvement with that one.
25 MF. AENLLE: Yes, ma'am.



1 JUDGE CORDELL: Sure.

2 MR. AENLLE: When we -- when we -- when the
3 sheriff executed the lease for the substation and child
4 care center, then we needed to go and basically upgrade,
5 or remodel, and do the tenant improvements that needed
6 to be done. We -- we started the RFP process, which is
7 normal here in -- in -- in -- in the county, as far as,
8 you know, obtaining contractors and so forth. I put one
9 of my managers that's -- that's very detail oriented in
10 charge of the project --

11 JUDGE CORDELL: Can you tell me who that --

12 MR. AENLLE: -- along with --

13 JUDGE CORDELL: Excuse me. Can you tell me the
14 name of that person, please.

15 MR. AENLLE: Heather Enders.

16 JUDGE CORDELL: Got it. Okay. Sorry to
17 interrupt. Go ahead.

18 MR. AENLLE: That's okay. She's exceptional.
19 As well as we put a captain to work with her because
20 he's got construction experience. And, again --

21 JUDGE CORDELL: And who was the captain?

22 MR. AENLLE: Captain Philip.

23 JUDGE CORDELL: Got it.

24 MR. AENLLE: Brian Philip.

25 JUDGE CORDELL: All right.



1 MR. AENLLE: The captain. And then they
2 basically reported to me on -- on the project: how
3 things are going, major decisions, and things like that.

4 So the project was going well. Both Philip and
5 Enders did a great job. They completed a successful RFP
6 process, and a contractor won -- won the process, and it
7 was the contractor actually that built this building.
8 They're very reputable, and --

9 JUDGE CORDELL: Got it.

10 MR. AENLLE: -- it was great.

11 When it came down to County Counsel approval,
12 they found that a small statute that had to do with
13 notice or something like that was not followed. When we
14 looked into it, that statute was -- it was an oversight.
15 It was not listed anywhere in any documents in the
16 county or in the process itself or any of the documents
17 in the process of RFP.

18 We also learned that we had switched over to a
19 new system, NEOGOV, for all county RFP processes, and we
20 learned that even though you check the box just like a
21 city planning, you know, building process works when we
22 check the box, documents go to certain departments for
23 approval. Even though our box is being checked, it
24 never notified those documents, one being legal counsel.

25 So they kind of learned about this RFP process



1 and -- you know, at the tail end, and they were not
2 comfortable that that statue, which was small in nature
3 but nevertheless was a statue, was overlooked.

4 We brought it to the County Executive's
5 attention and the attorneys, and they recommended we
6 basically redo the entire process through a QRF
7 design-build process, and they also recommended that we
8 hire a project manager.

9 Edgar Lopez -- I don't know him. Never -- I
10 met him just recently. Never done any business with him
11 at all whatsoever. He came at the recommendation -- the
12 County Manager's office, Adam Eli -- I have emails from
13 him -- basically gave us a bunch of names that they've
14 used, and they think they're good.

15 We selected a couple of them. My manager,
16 Heather Encers, and Captain Philips interviewed them.
17 They came back and gave me the -- their -- their
18 findings, and we selected Edgar Lopez & Associate.
19 That's how that came about.

20 JUDGE CORDELL: So that was a competitive bid,
21 then, or not?

22 MF. AENLLE: That's correct.

23 JUDGE CORDELL: Okay.

24 MF. AENLLE: Yeah.

25 JUDGE CORDELL: It was a competitive bid.



1 Good. I just need clarification on all of this.

2 Are you seeking to increase, now, the contract
3 to -- to Lopez & Associates?

4 MR. AENLLE: There was an increase from their
5 original bid. I'm not looking to do that, but that
6 was -- that was -- that's what it required for some of
7 the steps.

8 JUDGE CORDELL: Okay. Do you recall the amount
9 of the contract to Edgar Lopez & Associates?

10 MR. AENLLE: I think -- I think it increased to
11 300,000.

12 JUDGE CORDELL: Okay. Can -- all right. So
13 the next question -- again, this is dealing with the
14 building in Redwood City on Broadway.

15 MR. AENLLE: Uh-huh.

16 JUDGE CORDELL: Did you have any interaction
17 with contracting with West Coast Security?

18 MR. AENLLE: West Coast Security --

19 JUDGE CORDELL: Yes.

20 MR. AENLLE: -- is one of our vendors. And we
21 also did -- they have different areas of the Sheriff's
22 Office, and we also asked them for a bid. But, again,
23 nothing's been finalized until we go through this entire
24 process.

25 JUDGE CORDELL: Got it.



1 So there is no contract right now or an
2 agreement with West Coast Security?

3 MR. AENLLE: Not -- not for that building,
4 ma'am.

5 JUDGE CORDELL: And is it -- is there a
6 contract with them for another building? Maybe I'm
7 getting the wrong information but --

8 MR. AENLLE: Yeah. I -- I believe -- I believe
9 there is, and it's been in place for many, many years.

10 JUDGE CORDELL: I see.

11 MR. AENLLE: I don't know which one. There's
12 of lot of them that they monitor.

13 JUDGE CORDELL: Got it.

14 So there is no agreement right now with West
15 Coast for the Broadway building?

16 MR. AENLLE: No, ma'am.

17 JUDGE CORDELL: Okay. All right. Two more
18 just on service contracts. I don't have a lot of
19 detail, and if you don't recall, that's fine. But I'm
20 curious if you recall a service contract with a vendor
21 to provide food at the jails that eventually fell
22 through.

23 Does that ring a bell with you at all? That
24 would have been in 2023.

25 MR. AENLLE: Yeah, very slightly. Again, I was



1 not part of that. So I have very limited information
2 available. But I was not part of initiating that
3 contract or anything like that.

4 JUDGE CORDELL: Right.

5 Did you ever, though, say -- accuse the
6 contractor of being a crook?

7 MR. AENLLE: No.

8 JUDGE CORDELL: Do you recall -- let me put it
9 this way: Do you recall getting any information that
10 might have caused you to believe that that contractor
11 should not have a contract?

12 MR. AENLLE: I --

13 JUDGE CORDELL: Again, if you don't remember --

14 MR. AENLLE: I can't speak to that.

15 JUDGE CORDELL: That's fine. And when you say
16 you can't speak to it, does that mean you don't remember
17 it or you just don't want to talk about it?

18 MR. AENLLE: No, no, no. It's not that I don't
19 want to talk about it. I really don't remember that --

20 JUDGE CORDELL: Okay.

21 MR. AENLLE: -- what you're asking me. And
22 that -- that contract was not initiated by me.

23 JUDGE CORDELL: But you had nothing to do --
24 you didn't get involved in it at all subsequently?

25 MR. AENLLE: At some point, with the advice of



1 legal counsel, I got involved.

2 JUDGE CORDELL: Talk to me about that.

3 ME. AENLLE: Just to make sure that the
4 separation was proper and was done accordingly.

5 JUDGE CORDELL: Okay. And when you say "legal
6 counsel," can you recall who --

7 MF. AENLLE: David Silberman.

8 JUDGE CORDELL: David Silberman?

9 MF. AENLLE: Yes.

10 JUDGE CORDELL: Okay. All right.

11 So you reached out to him, or he reached out to
12 you?

13 MF. AENLLE: I don't recall who reached out to
14 whom.

15 JUDGE CORDELL: All right. And one last one
16 about contracts. Do you recall entering -- you now,
17 not --

18 MR. AENLLE: Yes.

19 JUDGE CORDELL: -- the office but you --
20 entering -- when you were, obviously, in the position
21 you're in now, did you recall entering into a contract
22 with a woman that you brought in to write grants -- do
23 grant writing for the Sheriff's Office?

24 MR. AENLLE: Yes, ma'am.

25 JUDGE CORDELL: Can you talk to me about that



1 and what happened and your involvement in it.

2 MR. AENLLE: We were looking for opportunities
3 to increase the revenue for the office, and we felt that
4 there was a lot of potential grants available, and we
5 had nothing set up in the office. The only contract
6 that we had set up was with a lobbyist in Washington,
7 D.C., from the prior administration, and basically he
8 was just taking money and not providing any results.
9 Out of four or five years of paying him a very large
10 amount of money, he only materialized with one grant
11 that, again, we were not able to correctly use.

12 So I looked for opportunities at the direction
13 of the sheriff. "Let's see if we can get some people
14 that can -- can really go after this -- the grant so we
15 can supplement the department and get -- get more
16 training or -- or whatever else the department needs."

17 It didn't -- it didn't work. I thought she was
18 good, but nothing ever came of it.

19 JUDGE CORDELL: Got it.

20 MR. AENLLE: She never secured anything.

21 JUDGE CORDELL: Right. How was she even
22 brought into it? I guess that's really what I'm asking
23 now. Who brought her in, and who did the contract?

24 MR. AENLLE: Word -- word of mouth. We -- we
25 asked some recommendations, you know, some people that



1 are using. She was out of Las Vegas, and she came
2 highly recommended. I don't recall the -- the actual
3 details, but I initiated that contract.

4 JUDGE CORDELL: Got it.

5 MR. AENLLE: Like I --

6 JUDGE CORDELL: And then what --

7 MR. AENLLE: Like I've done many, just at the
8 direction of the office.

9 JUDGE CORDELL: So when you say "the office,"
10 you mean the sheriff?

11 MR. AENLLE: Yes.

12 JUDGE CORDELL: Again, I'm not trying to put
13 words in your mouth, but I want -- I just want to be --

14 MR. AENLLE: The sheriff, the undersheriff. I
15 have -- I have -- I report directly to the undersheriff.

16 JUDGE CORDELL: Right. But I think your job
17 description says you can also -- you report to the
18 undersheriff and to the sheriff.

19 MR. AENLLE: Absolutely, ma'am. We all do.

20 JUDGE CORDELL: Okay. I've got you.

21 MR. AENLLE: So let me -- let me make one thing
22 clear. They contract with the -- with that specific
23 person -- actually, I -- ma'am, can we go back for one
24 second?

25 JUDGE CORDELL: Absolutely. Absolutely.



1 MR. AENLLE: I want to make sure that I'm
2 giving you the right information and it's not getting
3 mixed up because there's been two contracts with grant
4 writers with a woman. So I want to make sure that I'm
5 speaking to what you're asking me of.

6 JUDGE CORDELL: Yeah. The one I'm asking about
7 is the one that got canceled.

8 MR. AENLLE: None of them got canceled, but I'm
9 only going to go with the one in Vegas, yeah. So the
10 contract stopped monetarily. She was only going to get
11 paid if she got -- if she got -- it was a commission
12 based, if she actually was able to secure grants for us.
13 That's it.

14 JUDGE CORDELL: Got it.

15 Is there a -- is there a process or protocol
16 for contracting with -- either for services or whatever?
17 Do you have to follow certain procedures or what? Can
18 you explain to me, like, how that works.

19 MR. AENLLE: Yeah. It -- it depends, ma'am.
20 If -- if we're going for a vendor or something like
21 that --

22 JUDGE CORDELL: Yes.

23 MR. AENLLE: -- we follow an RFP process. If
24 it has to do for -- you know, something for the
25 sheriff's -- for the Sheriff's Office -- for example, a



1 personnel that has an expertise that's needed in the
2 office that we don't have the -- the upper staff or we
3 need an expertise, no. The sheriff has the ability
4 to -- to hire that person --

5 JUDGE CORDELL: So you --

6 MR. AENLLE: -- under a separate contract.

7 JUDGE CORDELL: Got it.

8 So when we're talking about the vendor for the
9 food that was going to be for the jails and that got --
10 and you had legal counsel advise you about that one, was
11 that a contract, or was that a -- did that have to go
12 through an RFP, or how did that have to -- how did that
13 work?

14 MR. AENLLE: Ma'am, I just want you to know
15 that that contract never went through. We were never --

16 JUDGE CORDELL: Oh.

17 MR. AENLLE: -- in contract with that person.

18 JUDGE CORDELL: Got it. Okay.

19 MR. AENLLE: And just so you know, we were
20 never in contract with that person.

21 JUDGE CORDELL: Do you know if the sheriff
22 approved it verbally, and then it was subsequently
23 then -- do you know anything about that? Again, I don't
24 want to put words in your mouth. I'm just trying to --

25 MR. AENLLE: And I don't want to speak for the



1 sheriff. But I can tell you that how she is, she would
2 not have said -- approved anything verbally like that.

3 JUDGE CORDELL: Okay.

4 MR. AENLLE: I know I'm not speaking --

5 JUDGE CORDELL: Sure.

6 MR. AENLLE: This is just from my -- from my
7 point of view.

8 JUDGE CORDELL: Got it.

9 Okay. So I'm going to go back to the chain of
10 command when you were describing to me where you are and
11 how it all works.

12 So I'm going to ask you some questions. Again,
13 these are not -- I'm -- how do I say this? I'm the
14 messenger. I just want to ask you about things that
15 people are saying, and --

16 MR. AENLLE: Sure.

17 JUDGE CORDELL: -- and then I'd love to get
18 your feedback. And anything you're uncomfortable with
19 answering, then it's fine. You don't have to answer.

20 So have you ever in your role as -- and I'll
21 just call you "chief of staff/executive director."

22 Have you ever required any sworn officers to
23 report to you?

24 MR. AENLLE: No, ma'am.

25 JUDGE CORDELL: Okay. So you've never required



1 any, for example, captains? Ever told them they have to
2 now report to you?

3 MR. AENLLE: No, ma'am.

4 JUDGE CORDELL: Have you ever been involved in
5 any confidential sworn officer investigations conducted
6 through Internal Affairs in the Professional Standards
7 Bureau?

8 MR. AENLLE: Absolutely not, ma'am.

9 JUDGE CORDELL: Have you ever given any
10 directives or any kind of orders to Sheriff Corps?

11 MR. AENLLE: What? No.

12 JUDGE CORDELL: Just answer. Listen, man,
13 just --

14 MR. AENLLE: Okay. The answer is, "No."

15 JUDGE CORDELL: Okay. Have you -- all right.
16 Have you ever been involved in personnel decisions
17 concerning sworn officers? And let me be a little more
18 specific.

19 MR. AENLLE: Please.

20 JUDGE CORDELL: If a sworn officer wants a
21 certain individual to be that sworn officer's secretary
22 or administrative assistant, have you ever been involved
23 in, like, vetoing that decision of a sworn officer to
24 bring in somebody for that sworn officer?

25 MR. AENLLE: So if I may --



1 JUDGE CORDELL: Sure.

2 MR. AENLLE: -- I want to -- I want to dispel
3 something just to make sure that -- that you're aware
4 that -- that -- the stance that a civilian can't tell a
5 sworn what to do or -- or likewise, vice versa, is -- is
6 not in any policy of the Sheriff's Office. It's
7 actually, you know, old-time mentality of law
8 enforcement. It's not -- it's not written anywhere.
9 It's a lack of understanding.

10 LAPD, which started this many, many years ago,
11 and it's, basically, best practice, they actually hire
12 an employee -- civilians in an executive level, and
13 actually law -- sworn officers actually report to them.
14 It's the same thing with the Chief of the San Francisco
15 PD. He brought that model over, and many other police
16 departments and sheriff's office structures that way.

17 But to your -- your point of question, I am
18 involved in meetings at the -- in the executive level
19 that has to do with operational needs. It has to do
20 with employee (unintelligible) and many things. In that
21 meet, I have a voice, but ultimately it's just one voice
22 of four, and decisions are made at that level like that,
23 whether they're civilian, whether they're sworn.

24 But have I told a captain or somebody they
25 can't have -- that's not -- I've never taken that role.



1 I've never done anything like that.

2 JUDGE CORDELL: Okay. Is it your view that in
3 your position that you can, in certain circumstances,
4 give orders to and direct sworn officers? I'm talking
5 about captains, lieutenants, sergeants, deputies.

6 MR. AENLLE: No, ma'am. And I'd like to say
7 that the way we conduct and -- and at the division of
8 the Sheriff's Office and the sheriff is, you know, if
9 you know -- we don't really go around ordering people.
10 That's not the way we talk to people or conduct
11 ourselves.

12 JUDGE CORDELL: So how do --

13 MR. AENLLE: We try to create --

14 JUDGE CORDELL: How do you conduct yourselves?

15 MR. AENLLE: I mean, people, like humans.
16 Like -- like being part of a team, being part of the
17 group.

18 So to answer the question, I don't -- there's
19 no sworn cop that reports to me at all whatsoever. A
20 lot of them will come to me for questions about
21 something or advice on something or help on something,
22 and I'm happy to work with them. These are people that
23 I've known for 16 years since I've been here; right?

24 JUDGE CORDELL: Right.

25 MR. AENLLE: But there's no orders being given.



1 With that said, if the sheriff says, "Victor, I need you
2 to go take care of this right now," am I going to call a
3 captain or say, "Hey, on behalf of the sheriff, she
4 would like this done"? Yes, I've done that.

5 JUDGE CORDELL: Right. But that's different.
6 "I would like" -- "On behalf of the sheriff, I would
7 like this done" versus you directing somebody to do
8 something; right?

9 MR. AENLLE: Absolutely. Absolutely, ma'am.

10 JUDGE CORDELL: Got it.

11 MR. AENLLE: A different thing. So if -- to
12 your -- to your questions, no, ma'am. I have always
13 worked, and I'm very clear that I work at the direction
14 of the sheriff. I'm here to advance her vision and
15 improve this organization, and I've done that from day
16 one.

17 JUDGE CORDELL: Have you ever been involved in
18 signing off on budget items on -- in a sworn officer's
19 budget?

20 MR. AENLLE: Ma'am, I oversee a fiscal -- I'm
21 very -- I'm a numbers person. I'm very conscious and
22 very conservative on spending. Anybody -- if you talk
23 to any of my -- my directors that have to do with money,
24 they'll tell you that.

25 One of the first things that I did when I came



1 to the Sheriff's Office was review all the contracts
2 that were done, and we were able to -- to save about
3 \$1.5 million of the Sheriff's Office budget. No company
4 comes directly to me or anything like that about their
5 budget. I will have meetings with the undersheriff.
6 I'll be present at meetings with other sworn people.
7 Half of our department are sworn people, and we go over
8 the budgets and so forth. And when they don't
9 understand it, I -- I help with the numbers. But it's
10 not my role to deny any kind of a budget. That's not
11 even within my -- my capacity. That doesn't happen.

12 JUDGE CORDELL: I understand. And I'll be a
13 little more specific.

14 MR. AENLLE: Yes.

15 JUDGE CORDELL: If there was a -- was there
16 ever a budget item in, let's say, a captain's budget
17 and -- and a captain had a budget, and there was a
18 budget item. The captain said, "I don't even know what
19 that is," and it's an item that you signed off on? Has
20 that ever happened?

21 MR. AENLLE: I'm sorry, ma'am. Can you repeat
22 that one more time.

23 JUDGE CORDELL: Sure.

24 MR. AENLLE: I'm not -- I'm not following,
25 yeah.



1 JUDGE CORDELL: Sure. Let us say a captain has
2 a budget. So a captain's at -- at a -- let's make a
3 bureau. We'll do one of the bureaus. So there's Half
4 Moon Bay. There's San Carlos. Whatever. One of them.
5 All right? So there's a captain.

6 MR. AENLLE: Uh-huh.

7 JUDGE CORDELL: And they -- and they -- they're
8 actually also called the -- the chief because they're
9 kind of the --

10 MR. AENLLE: Correct.

11 JUDGE CORDELL: -- chief for that; right?

12 MR. AENLLE: Yeah.

13 JUDGE CORDELL: Okay.

14 MR. AENLLE: Okay.

15 JUDGE CORDELL: All right. So if a captain has
16 a budget there and there's a budget item that the
17 captain doesn't even know why it's there, have you ever
18 said to a captain, for example -- you know, have you
19 ever signed off on a budget item where a captain didn't
20 even know why the item was even in that captain's
21 budget?

22 MR. AENLLE: Ma'am, that's not even in my
23 realm. That's not even anything I would do. I don't
24 sign off anything that I don't understand or isn't
25 clearly defined.



1 I can recall -- you know, you're putting this
2 about a captain and a bureau and so forth. And when we
3 have -- we have our meetings, and I'm not alone at these
4 meetings. I'm with the sheriff, undersheriff, and
5 assistant ~~s~~heriff. That said captain didn't even
6 understand her -- her own numbers. And the only thing I
7 pointed out was that it seemed like it was done in
8 error; that org -- org chart, because numbers stick in
9 my head, now did belong to that bureau. But at no
10 time --

11 JUDGE CORDELL: I think we know who we're --
12 right.

13 MR. AENLLE: Yeah.

14 JUDGE CORDELL: I think we know who we're
15 talking about; right?

16 MR. AENLLE: Oh, absolutely. At no time did I
17 approve something like that. It's not even me for -- I
18 do not approve the chief's budgets or independent
19 bureau's budgets. It doesn't work that way.

20 JUDGE CORDELL: And can you tell me why you are
21 involved in meetings about a captain's budget if it's
22 the captain's budget.

23 MR. AENLLE: I'm involved in all meetings that
24 pertain to the Sheriff's Office. I'm part of the
25 executive team. So I'm involved to have outside input



1 to use expertise on numbers and finances because it's
2 part of the Sheriff's Office everyday business.

3 JUDGE CORDELL: Got it.

4 MR. AENLLE: It has nothing to do with sworn
5 and non-sworn.

6 JUDGE CORDELL: Okay.

7 MR. AENLLE: If it's the bottom line, I oversee
8 fiscal and at the will of the sheriff. That's who she
9 wants present during these budget meetings.

10 JUDGE CORDELL: Okay. Got it.

11 Have you ever directed civilian personnel to
12 always address you as "Dr. Aenlle"?

13 MR. AENLLE: No, ma'am. Not at all.

14 JUDGE CORDELL: Have you ever --

15 MR. AENLLE: Not at all.

16 JUDGE CORDELL: Have you ever requested or
17 directed any sworn personnel to address you always as
18 "Dr. Aenlle"?

19 MR. AENLLE: No, ma'am. Not at all.

20 JUDGE CORDELL: Do you act as the sheriff's
21 personal body guard?

22 MR. AENLLE: No. No. But every -- anybody --
23 anybody in this department -- when the sheriff is out,
24 everybody should be her body guard. Everybody should
25 watch out for the sheriff. She's a very well-known



1 political figure in the county, and at the current times
2 in law enforcement, I would hope that anybody that works
3 for this department would always watch out for their
4 sheriff's safety.

5 JUDGE CORDELL: So my question is not so much
6 everybody cares about the sheriff. And I understand.
7 She's high profile.

8 Is -- have you ever said that you were her
9 dignitary protection?

10 MR. AENLLE: No. There's no dignitary
11 protection. Am I -- when I attend -- when I attend
12 political things or go with the -- with the sheriff to
13 political things, am I looking out for her safety?
14 Absolutely, ma'am. Every time.

15 JUDGE CORDELL: But you have never said you
16 were her personal body guard?

17 MR. AENLLE: I've never said I was her body
18 guard.

19 JUDGE CORDELL: Okay.

20 MR. AENLLE: Do I provide security for the
21 sheriff, or do I make sure she's safe when she has
22 meetings or different areas in different cities where
23 the tensions are a little high? Absolutely. Everybody
24 should. Anybody in uniform or not in uniform should do
25 that for the sheriff.



1 JUDGE CORDELL: So does that mean that if the
2 sheriff is attending a meeting somewhere out of the
3 office that you will be there to give her protection
4 or --

5 MR. AENLLE: I'm there -- I'm to support. I'm
6 there to engage for the community. I'm there for
7 whatever she needs.

8 JUDGE CORDELL: Right. I -- right. But I
9 guess my question's a little different.

10 When the sheriff has to go to a meeting and
11 that meeting doesn't involve you, do you still go,
12 though, to make sure she has protection?

13 MR. AENLLE: If the -- if the meeting doesn't
14 involve me and she doesn't need me, I don't go.

15 JUDGE CORDELL: Okay. With regard to
16 recruitment of sworn personnel, have you ever been
17 involved in recruitment decisions regarding recruiting
18 for sworn personnel?

19 MR. AENLLE: Again, ma'am, my involvement would
20 be at the executive team level, discussions about, "What
21 do we need?" "Where should we go?" "What are we
22 missing?" "Let's -- let's -- let's look for people
23 where we've never looked before." "Let's think outside
24 the box." "What support do they need?" "Do we need to
25 hire more -- more background investigators?" "Do we



1 have enough?" Yes, I am involved in those decisions,
2 regardless of sworn or non-sworn, because we're also
3 hiring for -- for civilian staff as well; right?

4 JUDGE CORDELL: Right.

5 MR. AENLLE: Recruitment for it.

6 JUDGE CORDELL: Right.

7 MR. AENLLE: But yes.

8 JUDGE CORDELL: By "recruitment decisions," I
9 also mean picking people. Like, "No. That's the
10 person" --

11 MR. AENLLE: No, ma'am.

12 JUDGE CORDELL: -- "that I want it to be."

13 MR. AENLLE: No. No, ma'am.

14 JUDGE CORDELL: Got it. Okay.

15 MR. AENLLE: Not at all. That's -- that's --
16 I've never been involved in that. That's completely
17 outside. I don't -- I'm not even in the queue for that.

18 JUDGE CORDELL: Okay.

19 MR. AENLLE: I'm not anywhere near part of that
20 process.

21 JUDGE CORDELL: Okay. Have you ever directed
22 sworn personnel to issue special badges to anyone?

23 MR. AENLLE: I don't have the power to do that.

24 JUDGE CORDELL: Okay.

25 MR. AENLLE: And I have not.



1 JUDGE CORDELL: Have you ever ordered a secret
2 background check for sworn personnel? Somebody you
3 maybe wanted to bring in, somebody that maybe the
4 sheriff was looking at. Have you ever directed that
5 there be a background check but that it be done
6 secretly?

7 MR. AENLLE: There have been background checks
8 that have been more confidential that were taken, that
9 were done, but that was not done by me.

10 JUDGE CORDELL: Okay.

11 MR. AENLLE: Confidentiality around here is
12 very important.

13 JUDGE CORDELL: Right.

14 MR. AENLLE: I mean, these were very
15 high-level-type positions and backgrounds. But -- but
16 every -- every process, every -- every procedure,
17 everything was done to meet policy of the office and
18 POST standards. I can tell you that.

19 JUDGE CORDELL: Okay. Have you and in your
20 role as executive director ever been involved in any
21 background checks --

22 MR. AENLLE: No, ma'am.

23 JUDGE CORDELL: -- for sworn personnel?

24 MR. AENLLE: For any personnel. I'm not
25 involved in that.



1 JUDGE CORDELL: Got it.

2 There are trainings for sworn personnel. They
3 have to go through certain trainings. Have you ever
4 been involved such that you've directed that trainings
5 happen at a certain time when they're for sworn
6 personnel, not for civilians?

7 MR. AENLLE: Ma'am, I think I know what you're
8 referring to. So I'll just speak to that.

9 JUDGE CORDELL: Yeah, let's be up front because
10 I --

11 MR. AENLLE: Yeah.

12 JUDGE CORDELL: -- you know, I want to be as up
13 front with you as I can. So I'm talking about --

14 MR. AENLLE: Absolutely.

15 JUDGE CORDELL: Sure. So I'm talking about the
16 active shooter -- let's see. Yeah.

17 MR. AENLLE: Sure.

18 JUDGE CORDELL: The active shooter training
19 that was set for October and then was changed to August.
20 Can you talk to me about that?

21 MR. AENLLE: Absolutely. I would be happy to.

22 JUDGE CORDELL: Okay.

23 MR. AENLLE: This -- so this training initiated
24 after -- we go back to the Half Moon Bay shooting, the
25 massacre that took place basically 21 days into the



1 sheriff's tenure. The findings from that really
2 identified that -- that we needed more training. The
3 Sheriff's Office went out and -- and researched certain
4 companies. There was a company. We had done business
5 with them in the past, and they trained our SWAT team.
6 She approached them, and -- and we identified some of
7 the needs that -- that were identified. There was a
8 class put together which -- which was done in
9 partnership with the fire department, with AMR, with the
10 school district because we felt that training for such
11 incidents in a collaborative way provides better
12 results.

13 So that training was -- was conducted. It
14 was -- it was done on the coast, and it was a complete
15 success. People were thrilled. The community was also
16 appreciative of being included, and it was a success.

17 The sheriff's wishes was that we had to do that
18 same training on this side of the bay. On this side.
19 It was -- and it was -- and that was the direction.
20 Somehow training fell behind, whatever the case was, and
21 it was not -- it was not done. When the sheriff found
22 out that it was pushed back all the way to October, with
23 the tensions and the recent mass shootings and the
24 elections coming up, she wanted to make sure that her --
25 her employees were prepared. So she asked the company



1 to see if they could move up the training as she wanted
2 to because October was going to be too late with the
3 current tensions.

4 The training -- that training was to be done in
5 our facility. We didn't need to rent anything. That
6 training was to be done in our range. There was --
7 there was nothing needed, and there was like two weeks'
8 advance notice for that training to take place to only
9 better prepare our employees for anything major like
10 that. That's it.

11 So she instructed the training unit to go ahead
12 and get this ready, and so that's as far as it went. It
13 had nothing to do with me, ma'am.

14 JUDGE CORDELL: So you had no --

15 MR. AENLLE: It --

16 JUDGE CORDELL: I'm sorry. So I just want
17 to -- that's exactly what you were getting ready to say,
18 but I want to clarify that the directive to move it up,
19 have it in August, everything -- that was all at the
20 sheriff's initiative, not yours?

21 MR. AENLLE: Of course, ma'am. Absolutely.

22 JUDGE CORDELL: Okay.

23 MR. AENLLE: Absolutely.

24 JUDGE CORDELL: Then -- got it.

25 Do you know whether or not the sheriff had



1 approved that training for October?

2 MR AENLLE: To my knowledge, she had not. She
3 was not even aware. That day -- she was -- she was told
4 about that, and that's why she wanted to move it up.
5 She was told about that later. She was surprised that
6 they had not been scheduled sooner.

7 JUDGE CORDELL: I see. And you know she was
8 surprised because she told you this?

9 MR AENLLE: I know because I was in a meeting
10 when that came up. And she goes, "Can't they do it any
11 sooner? This is -- this is -- I asked this" -- so just
12 to put it in perspective, ma'am, the last time any
13 training like that was done was in January -- in, I want
14 to say, March of 2023. What's that? 16 months, 18
15 months with no training for a critical incident? So she
16 felt that it was really important, and she had to
17 elevate it. She wanted to make sure that if something
18 happened, her employees, who she cares about deeply,
19 were well-trained and prepared.

20 JUDGE CORDELL: So --

21 MR AENLLE: 16 to 18 months without having any
22 type of training like that.

23 JUDGE CORDELL: Got it.

24 So the meeting where she was -- got this
25 information was surprised, what meeting -- when does --



1 tell me about that meeting -- when it was and who was
2 there.

3 MR. AENLLE: It was one of the executive-level
4 meetings.

5 JUDGE CORDELL: But who was there?

6 MR. AENLLE: So the -- the former undersheriff
7 and former assistant sheriff.

8 JUDGE CORDELL: And you? Were you there?

9 MR. AENLLE: Of course. Of course, yeah.

10 JUDGE CORDELL: So you're -- okay.

11 And so that would have been -- okay. And the
12 sheriff, obviously.

13 So do you know who told her, "This is scheduled
14 for October'?

15 MR. AENLLE: I believe it was the assistant
16 sheriff, (unintelligible), yeah.

17 JUDGE CORDELL: Got it. Okay. Thank you for
18 clarifying that.

19 MR. AENLLE: Yeah. My pleasure.

20 JUDGE CORDELL: Have you ever disparaged or
21 said or bad-mouthed any sworn personnel? Like calling
22 them names, the -- you know, that's about it. Have you
23 ever done that?

24 MR. AENLLE: Calling people names?

25 JUDGE CORDELL: Or putting them down. You



1 know, just --

2 MR AENLLE: No. No. I'm not putting anybody
3 down.

4 JUDGE CORDELL: Okay. Have you ever been or
5 are you now the director of or running the corrections
6 operation?

7 MR AENLLE: No, ma'am.

8 JUDGE CORDELL: You've never, ever been in
9 charge of corrections?

10 MR AENLLE: I've never been in charge of
11 corrections ma'am.

12 JUDGE CORDELL: And you've never told
13 anybody --

14 MR AENLLE: I --

15 JUDGE CORDELL: Sorry. Go ahead.

16 MR AENLLE: I've helped -- I help -- I help
17 the sheriff and undersheriff to make sure that
18 information doesn't get lost. So I -- I -- I inform
19 them. I -- I share information just to make sure
20 everybody's aware, but I don't run any facilities. I
21 don't run any correction facilities.

22 JUDGE CORDELL: So you've never told --

23 MR AENLLE: I run the departments that I'm
24 assigned.

25 JUDGE CORDELL: So you've never told anyone,



1 "I'm -- I'm running corrections now"?

2 MR. AENLLE: No, ma'am.

3 JUDGE CORDELL: Okay. Have you ever gained
4 access to and searched an electronic device of any sworn
5 personnel?

6 MR. AENLLE: I'm sorry?

7 JUDGE CORDELL: Have you ever gained access to
8 and then searched electronic device of a sworn
9 personnel?

10 MR. AENLLE: No. And I don't -- and to be
11 clear, can you -- are we talking about -- what are we
12 talking about here?

13 JUDGE CORDELL: I'm talking about either a
14 phone or a laptop.

15 MR. AENLLE: No.

16 JUDGE CORDELL: Have you ever gained access to
17 and searched the electronic device of a sworn personnel
18 after the person left the Sheriff's Office?

19 MR. AENLLE: I was instructed to collect the
20 things and by the undersheriff to go ahead and have ISD
21 process it so we can wipe it and reassign the equipment.

22 JUDGE CORDELL: Can you tell me --

23 MR. AENLLE: I did not search --

24 JUDGE CORDELL: I'm sorry. Go ahead.

25 MR. AENLLE: But I did not search any devices



1 at all whatsoever.

2 JUDGE CORDELL: So when you said "ISD," what is
3 that?

4 MR. AENLLE: It's -- it's the County's official
5 IT department.

6 JUDGE CORDELL: Got it.

7 MR. AENLLE: It handles all our stuff.

8 JUDGE CORDELL: I --

9 MR. AENLLE: It's a process. I go through my
10 IT department. I am the director, the DSU of the IT
11 department. So I give them the equipment, just like
12 we've done in the past, and they do what they need to
13 do, and then they get cleared, and they get reissued.

14 JUDGE CORDELL: Have you ever given a directive
15 not for an -- for a phone and a laptop from an
16 officer -- from a sworn personnel who has left -- have
17 you ever given a directive to anyone to say, "Give
18 me" -- you. That is you, Mr. Aenlle -- "the phone and
19 the laptop"?

20 MR. AENLLE: No, ma'am.

21 JUDGE CORDELL: Okay. Have you -- and I'm --
22 I'm -- I'm going to use a name here.

23 MR. AENLLE: Yes.

24 JUDGE CORDELL: Specifically, have you ever
25 requested that the phone and the laptop of Chris Hsiung,



1 who was the undersheriff who left -- have you ever
2 directed that you be given his two -- those two devices?

3 MR. AENLLE: No, not to my recollection.
4 Not -- not at all.

5 JUDGE CORDELL: Have you ever looked into Chris
6 Hsiung's cell phone after he left?

7 MR. AENLLE: Not that I can recall. There's
8 nothing I would look in there for (unintelligible).

9 JUDGE CORDELL: Okay. No problem.
10 Have you ever -- ever -- inquired about any
11 private conversation that Chris Hsiung may have had with
12 East Palo Alto Police Chief?

13 MR. AENLLE: Can you repeat that again.

14 JUDGE CORDELL: Sure.

15 Have you ever inquired about a conversation
16 that Chris Hsiung, the former undersheriff, had with the
17 Chief of East Palo Alto Police Department?

18 MR. AENLLE: Oh, absolutely. I had a
19 conversation with Chris Hsiung.

20 JUDGE CORDELL: And can you please tell me
21 about that.

22 MR. AENLLE: "Chris, I heard that you're saying
23 not so nice things about me; that you're claiming that
24 you left the Sheriff's Office because of me."

25 And he basically told me, "No, Victor. That's



1 not true. I didn't leave because of you."

2 JUDGE CORDELL: And when you called -- I'm not
3 going to make any assumptions.

4 MR. AENLLE: Yeah.

5 JUDGE CORDELL: Either he called you or you
6 called him. I don't know.

7 MR. AENLLE: I called him.

8 JUDGE CORDELL: All right. And did you -- did
9 you call him and ask him about speaking with the Police
10 Chief in East Palo Alto?

11 MR. AENLLE: No. He already knew. I just
12 called him and said, "I understand that you're not
13 saying nice things about me." We had a nice talk. He
14 understood. He agreed.

15 He said, "Hey, this is not between us. We
16 don't have to say that." He -- he was upset that he
17 thought I was saying something about him. And we
18 cleared -- cleared it up, and that was it.

19 JUDGE CORDELL: Did you --

20 MR. AENLLE: But, yes, I called him and had a
21 conversation with him.

22 JUDGE CORDELL: Got it.

23 Did you know that he was meeting with the
24 police chief of East Palo Alto?

25 MR. AENLLE: Yes. I -- I knew he was



1 meeting -- that he had met with him.

2 JUDGE CORDELL: How did you know that?

3 MR. AENLLE: I don't recall how I learned that.

4 JUDGE CORDELL: Okay.

5 MR. AENLLE: I don't recall.

6 JUDGE CORDELL: That's -- that's okay. I

7 mean --

8 MR. AENLLE: Some -- one of the people in -- in
9 East Palo Alto.

10 JUDGE CORDELL: I'm sorry. I didn't
11 understand.

12 MR. AENLLE: It could have been one -- one of
13 the employees in East Palo Alto.

14 JUDGE CORDELL: Who did what?

15 MR. AENLLE: That mentioned that to me; that
16 somebody was not talking very nicely about me.

17 JUDGE CORDELL: Okay. And so your purpose
18 in -- in calling Chris was -- was what?

19 MR. AENLLE: Have a conversation with him, just
20 clear it up. see if he really had a problem with me, see
21 if there was anything I could do. Because it's not -- I
22 didn't -- Chris and I didn't have a relationship like
23 that. I'd work -- we had our differences, but as
24 people, we got along just fine.

25 JUDGE CORDELL: Okay. But he had left; right?



1 He had left your office.

2 MR. AENLLE: Yes, he had left. He was no
3 longer an employee, yeah.

4 JUDGE CORDELL: Okay. So have you ever --
5 okay. Let me just -- I'm just -- I'm going through my
6 list. So just bear with me here.

7 MR. AENLLE: Sure.

8 JUDGE CORDELL: I want to make sure every
9 concern, every allegation that I'm aware of that you're
10 aware of. That's why I'm -- I'm doing -- I'm doing
11 this, and I appreciate your patience.

12 MR. AENLLE: Yeah.

13 JUDGE CORDELL: Have -- do you know whether or
14 not Sheriff Corpus called the Police Chief of East Palo
15 Alto?

16 MR. AENLLE: Ma'am, I'm not aware of what calls
17 the sheriff made or didn't make. I know -- I know that
18 they're friends, but I don't know how much they talk or
19 so forth.

20 JUDGE CORDELL: Okay. All right.

21 Have you ever authored any memos with the
22 sheriff's letterhead on it that -- under her name but
23 you wrote it? Have you ever done that?

24 MR. AENLLE: All the memos in the office have
25 the letterhead of the sheriff.



1 JUDGE CORDELL: Right. Have you --

2 MR. AENLLE: Can you be more specific.

3 JUDGE CORDELL: Sure.

4 My question is are you the one that wrote the
5 memos and --

6 MR. AENLLE: Typically, the --

7 JUDGE CORDELL: In other words, it went out
8 under the sheriff's name, but actually you're the one
9 who wrote them. Have you ever done that?

10 MR. AENLLE: Most of the memos goes -- go out
11 by the admin assistants. Do I sometimes review, edit
12 things for anybody in the executive teams? Yes. But
13 not -- I do not insert my information or my authority
14 over them.

15 JUDGE CORDELL: Got it.

16 Have you ever initiated the writing of a memo
17 and then had it sent out under the sheriff's name? Now,
18 the sheriff may have known about it. That's not what
19 I'm -- I'm not saying you're sneaky or doing anything
20 without her knowing. But have you ever done that? In
21 other words, you're the author. You wrote it, and it
22 went out under the sheriff's name.

23 MR. AENLLE: Ma'am, anything that I write or
24 edit or whatever is at the sheriff's directions or her
25 telling me what to put on it or a dictation that I take



1 or something like that. It's not authored by me. It's
2 not my ideas. It's not authored by me.

3 JUDGE CORDELL: Okay.

4 MR. AENLLE: So when I hear "authored," I --
5 it -- it is my assertion or influence or ideas, and my
6 answer would be, "No."

7 JUDGE CORDELL: Right. Okay.

8 So there was a -- an overtime -- a memo that
9 went out on the sheriff's letterhead about overtime
10 that --

11 MR. AENLLE: Yes, ma'am.

12 JUDGE CORDELL: -- caused a big carfuffle
13 because --

14 MR. AENLLE: Yes.

15 JUDGE CORDELL: -- then the DSA got upset and
16 everything.

17 Did you write that memo?

18 MR. AENLLE: I did not write it. I helped edit
19 it and -- and grammar. And it was not only me. It was
20 the former assistant sheriff, undersheriff, and myself.
21 We worked under a Google document at the direction of
22 the sheriff just cleaning up. It had outdated language
23 like "jail." It referred to "jail" as opposed to
24 "correctional facility." It was -- it was a bunch of
25 different things that she wanted to make simple. It was



1 a five-page overtime policy, and she wanted to clean it
2 up. She instructed the undersheriff, former assistant
3 sheriff, myself to look at this and clean it up and --
4 and put it together.

5 JUDGE CORDELL: But did --

6 MR. AENLLE: The description that I authored
7 that paper and I -- I mean, it -- it's wrong.

8 JUDGE CORDELL: Okay.

9 MR. AENLLE: And untrue.

10 JUDGE CORDELL: Okay. Got it. So noted.

11 Have you taken control ever or now of Sheriff
12 Corpus's calendar? Do you control it?

13 MR. AENLLE: Not at all. I can -- I can add
14 and -- and do some things. And when she needs me, I
15 make sure that, you know, she -- she doesn't forget
16 certain meetings because she's got a lot on her plate.
17 But her admin assistant has a hundred percent and -- and
18 primary function of her schedule.

19 JUDGE CORDELL: Got it.

20 Do you have the access code to Sheriff Corpus's
21 cell phone?

22 MR. AENLLE: No.

23 JUDGE CORDELL: Have you ever texted from her
24 phone without letting anyone know that you were texting
25 it and not the sheriff?



1 MR. AENLLE: Ma'am, I would never do that, and
2 the sheriff knows that. And -- and -- and that's -- no.
3 The answer is, "No."

4 JUDGE CORDELL: No problem. No problem.
5 Have you ever attempted to change the
6 resignation of a sworn officer to a firing of that
7 officer?

8 MR AENLLE: No.

9 JUDGE CORDELL: And I'll be specific. I'm
10 talking about Chris Hsiung.

11 Did he resign, or did he -- was he fired?

12 MR AENLLE: My understanding is -- my
13 understanding is that he resigned. What Chris told me
14 is, "I beat her to the punch by two -- you know, by a
15 couple hours," or something like that. I did not ask.
16 I didn't inquire about the sheriff. It was not my
17 business. She -- she can fire and hire whoever she
18 wants. It was not my role. I learned from that from --
19 from -- from Chris Hsiung.

20 JUDGE CORDELL: Got it.

21 So you never said to anybody, "He was fired.
22 It's not 'resigned.' He was fired"?

23 MR. AENLLE: No.

24 JUDGE CORDELL: Got it.

25 Okay. Moving right along. And, again, I



1 appreciate your patience.

2 Have you asked anyone, sworn or civilian, in
3 the office if they have been questioned by me?

4 MR. AENLLE: Yes.

5 JUDGE CORDELL: And can you tell me who you
6 asked?

7 MR. AENLLE: Former Assistant Sheriff Monaghan.

8 JUDGE CORDELL: Anyone else?

9 MR. AENLLE: No, not that I can think of.

10 JUDGE CORDELL: And why did you ask him why --

11 MR. AENLLE: It was in passing. I was actually
12 kind of glad. We were having a short talk -- a small
13 talk with the undersheriff, non-confrontational. I
14 said, "Hey, Ron, have you -- have you -- have you talked
15 to her?"

16 And he's like, "Yeah, I have."

17 I'm like, "Whoa. Wow. Great."

18 And then I went to the bathroom. That was it.
19 I didn't ask, "What did you tell her?" I didn't ask,
20 "What was it about?" Zero. I didn't ask any further
21 questions at all whatsoever. I was kind of glad to hear
22 that somebody on my team that had seen what I've done
23 and not done here at least had a chance to speak to you.

24 JUDGE CORDELL: In that conversation with then
25 Assistant Sheriff Monaghan, did you say to him, "Why



1 didn't you tell us"?

2 MR. AENLLE: No. I said, "I thought you would
3 tell me."

4 And he goes, "No. I thought it was implied."

5 I'm like, "Oh, okay." That was it.

6 JUDGE CORDELL: And the reason --

7 MR. AENLLE: He said, "I thought it was
8 implied. I thought it was" --

9 JUDGE CORDELL: Sure.

10 MR. AENLLE: -- "kind of a given," or something
11 like that. That's what he said.

12 I said, "Okay." That was it.

13 JUDGE CORDELL: So the reason you asked him was
14 why?

15 MR. AENLLE: Curiosity, ma'am. There was a lot
16 of rumors in the office. There have been a lot of
17 rumors for quite some time now, and, you know, I'm sure
18 the rumors got blown up, and -- and it was more of a
19 curiosity than anything else. There was no malice
20 behind it. I wasn't upset. It was -- it was literally
21 a couple words, and I kept going about my business. No
22 big deal. I was kind of glad that he got interviewed by
23 you.

24 JUDGE CORDELL: Got it.

25 So it was curiosity, not about retaliation?



1 MR. AENLLE: Oh, ma'am, absolutely not.

2 JUDGE CORDELL: Okay.

3 MR. AENLLE: I -- I -- I just want to make that
4 clear. Absolutely not.

5 JUDGE CORDELL: Okay.

6 MR. AENLLE: And -- and my demeanor was very
7 calm, and I really just -- I -- I was -- actually,
8 inside I was actually kind of glad. I'm like, "Okay.
9 Good. At least she talked to you."

10 Because the information that was coming back to
11 me, ma'am, to be honest, is that you were only talking
12 to the people that you were instructed to talk to; that
13 there was other people that reached out to you, captains
14 and manager and people to -- that wanted to be
15 interviewed and -- and share their experience with me,
16 and they never got a call back. And -- and that's some
17 of the rumors that were taking place.

18 JUDGE CORDELL: Got it.

19 When you had the conversation with Ryan
20 Monaghan --

21 MR. AENLLE: Yes.

22 JUDGE CORDELL: -- was -- was the sheriff there
23 during that conversation?

24 MR. AENLLE: The undersheriff was there, ma'am.

25 JUDGE CORDELL: But the sheriff was not?



1 MR. AENLLE: No. Not at all.

2 JUDGE CORDELL: Did you -- did you tell the
3 sheriff later that you had asked Ryan and what Ryan
4 said, he had talked to me? Did you tell her that?

5 MR. AENLLE: Yeah. I think in a conversation
6 with the undersheriff and sheriff, I said, "Oh." I
7 mentioned Ryan. "He got interviewed."

8 It was like, "Oh, okay. Cool."

9 That was it. It was not a big discussion. It
10 was not -- actually, I take it back. I think it was
11 Ryan that told her, and then she kind of mentioned that
12 Ryan mentioned it to her.

13 I said, "Yeah, he was."

14 JUDGE CORDELL: Got it. Okay.

15 MR. AENLLE: Yeah.

16 JUDGE CORDELL: Now, so --

17 MR. AENLLE: Yeah. Ryan -- Ryan was the one
18 that told her.

19 JUDGE CORDELL: Got it.

20 A subject that's, you know, not one of your
21 favorites, but can we talk for just a bit about [REDACTED]
22 [REDACTED] please?

23 MR. AENLLE: Yes, please. Absolutely.

24 JUDGE CORDELL: All right. So --

25 MR. AENLLE: And, Judge Cordell, I'm open to



1 talk whatever it is you want to talk about. There's
2 nothing I'm hiding, and -- and I really do want to clear
3 my name.

4 JUDGE CORDELL: I appreciate it.

5 [REDACTED] Has she -- after an interaction
6 with you, she filed a complaint with HR. She's no
7 longer there at the Sheriff's Office. Her complaint is
8 that you, without any evidence at all, accused her of
9 posting criticism, bad stuff, about the sheriff, posting
10 online, and -- and that your doing this was really
11 retaliation because she was leaving, and you didn't
12 really want her to be leaving the position.

13 Can you talk to me about that, your -- your --
14 your side of this.

15 MR. AENLLE: I would love to, ma'am.

16 That never happened. And -- and just to back
17 up, [REDACTED] is a wonderful person. I -- she was probably
18 one of the best admin assistants that I had while here.
19 I consider her a friend. Over the top. I can't give
20 her enough. I don't know who put her up to this or why
21 she did this because this is completely false, and I'll
22 share with you why.

23 In my computer, I have a folder saved with
24 1,000 emails that I was going to make available to you
25 of how wonderful of a boss and how incredible I've been



1 with her. A thousand emails. On my phone, I also
2 wanted to share with you -- let me back up and -- and
3 tell you.

4 I was in my office. I think it was like the
5 last day she was going to be there, and -- and she came
6 in. I'm like, "Hey, [REDACTED] check out this email -- this
7 text." It was that lady from -- from one of the
8 organizations that said, "Hey, it's a good thing that,
9 you know, your assistant is leaving because she's
10 talking pretty -- pretty bad about you and the sheriff."

11 And I'm like, "What?"

12 And literally my text says, "No, not [REDACTED]
13 Impossible." It's in my phone.

14 So she came in. I'm like, "Hey, I just want to
15 make you aware that whoever these silly people are that
16 are posting things online, like the comments on the
17 article, they're -- they're making it sound like you."

18 But I told this lady, "No way. Not [REDACTED] I
19 don't believe it for one second." That was it. That
20 was it.

21 And like -- and she made a comment like, "God,
22 people are horrible, Victor."

23 I'm like, "Yeah, I know."

24 And then she left my office, and then she went
25 to her office or whatever. A short time later, I



1 stopped by her office because I wanted her to mentor one
2 of the intern -- interns to cover until I got a
3 full-time person, and I had another chat with her. I
4 sat on the chair. And then at that time, I could see
5 that she was -- had a little bit of watery eyes, and she
6 was crying.

7 I'm like, "[REDACTED] don't -- don't worry about
8 it. I -- I -- just -- just don't even -- don't even
9 think twice about it. People are like that. I -- not
10 for a moment -- did I even think it was you."

11 And then she just -- she goes, "I know, Victor,
12 but it's hard."

13 And -- and I left there. She was crying a
14 little bit. [REDACTED] tends to -- just to put things in
15 con- -- in context, [REDACTED] a wonderful person, but she
16 does run a little bit high on anxiety.

17 For example, when the sheriff was -- was doing
18 a "Shop with a Cop," [REDACTED] was in charge of the
19 decorations for the building with one of our other
20 admins here. And when the sheriff went by to visit it
21 and she looked at it, she goes, "Oh, no. It's -- I -- I
22 really" -- she didn't like it. She wanted more
23 decorations.

24 [REDACTED] went into the bathroom and -- and started
25 crying. And I was later told by the other admin that



1 she didn't eat or sleep for three days because of that.
2 So she's a little bit sensitive; right?

3 So I -- I left her office. Everything was
4 fine. I came in my office, and then I hear that she's
5 not doing well and she's crying or whatever.

6 Former Assistant Sheriff Monaghan apparently
7 went to go see her, which I don't know why he would do
8 that, but he went to go see her. And then he came by my
9 office literally after that, and he said, "Hey, Victor,
10 [REDACTED] is really upset," whatever, "but I told her just
11 to come and talk to you."

12 That's directly from Sheriff -- Assistant
13 Sheriff Monaghan. "But I told her to come talk to you."

14 So if -- if -- if the allegations that I
15 berated her and I screamed and whatever were true, why
16 would he ask her to come and talk to me? It's
17 impossible.

18 So she did come back to my office and talked to
19 me, and -- and she was upset. And I'm like, "[REDACTED] I
20 never thought about it again. I wish you didn't take
21 this so hard. I'm really sorry, but you don't have any
22 issues with me. I never believed it."

23 So I want to read to you, Judge Cordell --

24 JUDGE CORDELL: Uh-huh.

25 MR. AENLLE: -- two -- two of the texts that I



1 saved on my phone that I shared with -- with Jim
2 Touchstone because he asked me to look through some
3 texts, and I never even thought about it.

4 So on March, 2021, at 2- -- at 12:51 -- so
5 after the alleged incident in her office -- sorry. I
6 take it back. April 3rd at 1:44 PM. That was her last
7 day there. After the incident in her office or
8 whatever -- this is closer to the afternoon right before
9 she was leaving because she got off at 3:00 or 2:00 or
10 whatever it was.

11 She says, "Are you in your office?"

12 And I said, "Yes, I'm here. You want to" --
13 "I heard you want to stop by."

14 And she said, "Yeah. It's okay. I just needed
15 to calm down a little bit. I don't know why that person
16 would say those things. I just needed to re- --
17 reiterate that those are total lies, and I don't
18 appreciate her saying them."

19 And I said, "[REDACTED] forget it. Stop by. Come
20 see me," or whatever I said.

21 Jim then asked me, "What about a couple weeks
22 before?"

23 And I found another text --

24 MR. TOUCHSTONE: Hey --

25 MR. AENLLE: -- in which she said --



1 MR. TOUCHSTONE: Hey, let me interrupt you for
2 a minute, Victor. Please don't discuss our
3 conversations.

4 JUDGE CORDELL: Right.

5 MR. TOUCHSTONE: I mean --

6 JUDGE CORDELL: Correct.

7 MR. TOUCHSTONE: -- discuss --

8 JUDGE CORDELL: Yes.

9 MR. TOUCHSTONE: -- what you have in your phone
10 without reference to what you and I may have discussed.
11 Okay?

12 MR. AENLLE: Yes. I'm sorry about that, Jim.
13 I apologize.

14 MR. TOUCHSTONE: No. That's fine.

15 MR. AENLLE: I went back on my -- on my texts,
16 and I found -- there's many of them, but one
17 specifically is two weeks before is when she had to give
18 me her -- her two weeks' notice.

19 And she said, "I'm sorry I had to email that
20 letter. I was going to give it to you in our meeting
21 yesterday. I know there's lots to discuss, and I will
22 do whatever possible to make this perfect -- make this
23 the perfect transition for you," exclamation mark.

24 And I said, "I understand."

25 And then she texted, "You've always been kind



1 to me. I will never forget that."

2 I would be more than happy to share those texts
3 with you.

4 JUDGE CORDELL: Sure. Absolutely. Absolutely.
5 And maybe Mr. Touchstone can forward them to me,
6 whatever. That's fine. Thank you.

7 So anything else you want to add about [REDACTED]

8 MR. AENLLE: Nothing. I think she's wonderful.
9 I'm -- I'm really surprised that she did this. I don't
10 know what -- what the motive is behind it. I've never
11 had anything bad with her. I care deeply about her. I
12 thought she was great, and I really enjoyed my time with
13 her, honestly. It was -- I was very saddened to -- to
14 really see this because it -- I've never been mean to
15 her. I never raised my voice. I never accused her
16 of -- of -- that it was her. Not at all whatsoever. I
17 only made her aware of it just because I know that she's
18 sensitive and if she learned that from somebody else or
19 somebody said to her, I knew it was going to affect her.
20 So I wanted to give her the heads-up. But at no time
21 did I accuse her of anything, ma'am.

22 JUDGE CORDELL: Yeah. So that was really --
23 the last question I want to ask about that incident is
24 that you got a text, and you knew --

25 MR. AENLLE: Yes.



1 JUDGE CORDELL: -- there was no merit to it.
2 Why would you tell her at all?

3 MR. AENLLE: Because she's my friend. I wanted
4 to share it with her. That's -- that's -- that's the
5 only reason why. Because she was going to find out
6 anyways because, you know -- ma'am, the Sheriff's Office
7 is -- is a tunnel, I mean, of rumors and everything
8 else. Once something is found out, it literally takes
9 seconds to fly through the entire office, whether it's
10 good or bad. ma'am.

11 JUDGE CORDELL: Got it.

12 MR. AENLLE: Normally the bad goes a little
13 further and faster.

14 JUDGE CORDELL: Right.

15 Did you have any involvement in the firing of
16 Ryan Monaghan?

17 MR. AENLLE: Not at all, ma'am. Not at all.

18 JUDGE CORDELL: Did you advise -- did you
19 advise the sheriff that she should fire him?

20 MR. AENLLE: No. The sheriff makes her own
21 decisions on firing and hiring.

22 JUDGE CORDELL: Did she come to you for advice
23 about whether or not she should fire Ryan Monaghan?

24 MR. AENLLE: That's not -- she -- the sheriff
25 does not seek advice of me about firing people.



1 JUDGE CORDELL: So that answer is, "No"?

2 MR AENLLE: The answer is, "No."

3 JUDGE CORDELL: Got it.

4 Have you ever been involved in changing
5 assignments of sworn personnel as retaliation?

6 MR AENLLE: I have never retaliated in any
7 form of anybody in -- in the office at all.

8 JUDGE CORDELL: Okay.

9 MR. AENLLE: Ma'am, I -- and just to put that
10 in context, I know what it feels like, ma'am. When --
11 when I supported the sheriff and initially came out, the
12 information that I was going to be helping her with the
13 campaign, I was kicked out of the range staff after nine
14 years of -- of working for free, and I was one of the
15 top trainers. I'm a POST-certified trainer. I was
16 kicked out of there. And -- and -- and the sheriff at
17 that time told -- told the sergeant, "He needs to be
18 shut down." If that's not retaliation, I don't know.

19 So I know what -- I know what it feels like,
20 and -- and that's not the kind of person I am, which a
21 lot of people here -- they've done a lot of bad things.
22 Neither the sheriff or myself at any given point have
23 retaliated against anybody. They've actually been
24 promoted.

25 One of the things I admire about the sheriff



1 the most is -- is that she separates, and she's very
2 good to people.

3 JUDGE CORDELL: Have you -- do you have an
4 opinion about the firing of Ryan Monaghan? And, again,
5 if you don't want to share it with me, it's fine. I'm
6 just curious, given what you've just told me about
7 retaliation what your view is about his firing.

8 MR. TOUCHSTONE: Well, I think an opinion --

9 MR. AENLLE: My view is --

10 MR. TOUCHSTONE: Excuse me. I'm going to
11 interrupt.

12 JUDGE CORDELL: Sure.

13 MR. TOUCHSTONE: I think any opinion that
14 Victor may have on this issue is irrelevant to these
15 proceedings. Frankly, that is the sheriff's decision,
16 as I pointed out in a letter to County Counsel today.

17 JUDGE CORDELL: I -- I haven't -- I didn't know
18 of your letter. So --

19 MR. TOUCHSTONE: Yeah. Well, Victor --

20 JUDGE CORDELL: -- I don't want to -- I don't
21 want to -- absolutely, I don't want to intrude into
22 areas that -- you know, that border that. So no
23 problem.

24 Don't answer that one, Mr. Aenlle. Don't even
25 answer it, and we'll move on. And I'm getting -- we're



1 getting close. So just bear with me.

2 Do you wear a badge?

3 MR AENLLE: Yes, ma'am.

4 JUDGE CORDELL: And can you please describe the
5 badge.

6 MR AENLLE: It is a Sheriff's Office badge
7 with a rocker that says "Chief of Staff."

8 JUDGE CORDELL: Okay. And does -- and can you
9 tell me what color it is.

10 MR AENLLE: The same color as all the other
11 badges. It s a gold badge.

12 JUDGE CORDELL: Gold badge.

13 And who issued you the badge?

14 MR AENLLE: The sheriff issues badges, ma'am.

15 JUDGE CORDELL: So the sheriff directed that
16 you have that badge?

17 MR AENLLE: Correct.

18 JUDGE CORDELL: Okay. And do -- isn't it --
19 and, again, I'm just trying to get clarification on
20 things. It is my understanding that all sworn personnel
21 have gold badges.

22 Is that true?

23 MR AENLLE: That is true.

24 JUDGE CORDELL: Right.

25 MR AENLLE: That's a true statement.



1 JUDGE CORDELL: Right.

2 And yours -- does your gold badge look like the
3 badge of -- of a sworn personnel?

4 MR AENLLE: Can I bring some -- a little bit
5 more clarity into this?

6 JUDGE CORDELL: Please.

7 MR AENLLE: So all sworn personnel and
8 civilian staff have gold badges. I have directors that
9 work way below me that have a gold badge. So, again,
10 this is a misconception. And I'm going to take it one
11 step further because in this office, I'm a little bit of
12 an anomaly. I am still a sworn peace officer under
13 this -- in this department. I'm still listed -- in the
14 roster, I am still listed under POST as a sworn peace
15 officer with 24-hour authority. All the reserves in
16 this department -- every reserve as a Level I has a gold
17 badge. The same gold badge every -- the full-timers
18 have. Same gold badges. Gold. We only have maybe one
19 or two reserves that have silver badges because they're
20 Level IIs. That's it.

21 JUDGE CORDELL: Got it. Got it.

22 MR AENLLE: So -- so in this department, we
23 have civilian directors that have gold badges. We have
24 reserves that have gold badges.

25 The badge thing is -- is there's no staining



1 to it. Many agencies -- and I'll go back to San
2 Francisco PD. Civilian staff, they have badges just
3 like the full-timers because they're assigned by the
4 Chief because it's the way you identify yourself.

5 The sheriff can assign whatever badge she wants
6 to whomever, and she has the ability to do that. It's
7 very clear. So, yes, I wear a badge that was -- that I
8 was assigned to by the sheriff. It signifies that I'm
9 the chief of staff in the office. My director from the
10 forensic lab has that badge, and she's the director of
11 the -- of the forensic lab, and her badge says that. So
12 I don't understand -- I'll stop there. I hope that
13 was -- that was helpful.

14 JUDGE CORDELL: Absolutely helpful.

15 And you said you are sworn personnel. So you
16 have a civilian position --

17 MR. AENLLE: Correct.

18 JUDGE CORDELL: -- right?

19 And you said you are also sworn personnel
20 because you are reserve. Is that -- am I --

21 MR. AENLLE: Correct, ma'am.

22 JUDGE CORDELL: -- understanding?

23 MR. AENLLE: I'm still a -- I'm still listed as
24 a reserve in this department, ma'am --

25 JUDGE CORDELL: Right.



1 MR AENLLE: -- as a designated Level I
2 reserve.

3 JUDGE CORDELL: Right. So if you're a
4 designated Level I reserve, your -- you -- to be a
5 reserve, this -- again, basic understanding here is that
6 that's different from your being the executive director.
7 That's two different things --

8 MR AENLLE: That's two different --

9 JUDGE CORDELL: -- correct?

10 MR AENLLE: -- things, ma'am, yeah.

11 JUDGE CORDELL: Right.

12 MR AENLLE: Two different things.

13 JUDGE CORDELL: Got it.

14 And so you are -- you are both? You are a
15 reserve, and you are executive director/chief of staff?

16 MR AENLLE: Yes. At the reserve, I don't do
17 regular duties reserves any longer because of my
18 position; right? But I do not lose my police powers;
19 right? I'm still listed -- I'm still -- I still have my
20 post is what it's called, yeah.

21 JUDGE CORDELL: Okay. Do you carry a gun, a
22 firearm?

23 MR AENLLE: Yes.

24 JUDGE CORDELL: And do you carry it openly or
25 concealed?



1 MR. AENLLE: No, ma'am. I carry a concealed --
2 I wear office attire every day. I'm wearing a suit
3 right now, and that's what I normally wear every single
4 day.

5 JUDGE CORDELL: Uh-huh. All right.

6 MR. AENLLE: I only wear my uniform on special
7 occasions, parades or at the direction of the sheriff,
8 depending on what we're involved in, and I'll wear my
9 regular uniform that I was assigned by this office, and
10 I carry a gun that's assigned to me by the range by this
11 office initially.

12 JUDGE CORDELL: When you are in your street
13 clothes, do you carry a gun?

14 MR. AENLLE: Yes.

15 JUDGE CORDELL: And do you carry it concealed,
16 or do you carry it openly?

17 MR. AENLLE: Ma'am, always concealed. Always.

18 JUDGE CORDELL: Okay.

19 MR. AENLLE: If I'm -- if I'm in professional
20 attire, always concealed, ma'am. Always. Most people
21 here in this department -- even my colleagues don't even
22 know I have a gun. I've never -- ma'am, besides my
23 police power, I have a CCW in San Mateo County that I've
24 had since I was 24 years old. I have a C- -- a BCSI,
25 which is the Bureau of Investigations. I have a guard



1 card. I have an exposed permit card. So if I wanted to
2 carry exposed, I could. I have a PI license, and I have
3 a PEO. I'm also a certified trainer, firearms, for
4 VSIS. I have every single license and permit that
5 anyone could absolutely obtain.

6 JUDGE CORDELL: But you -- you don't -- do you
7 have a permit for --

8 MR. AENLLE: I don't --

9 JUDGE CORDELL: Got it.

10 Do you have a permit for open carry?

11 MR. AENLLE: I do.

12 JUDGE CORDELL: And --

13 MR. AENLLE: I don't use it. Nobody does. To
14 wear a gun openly is meant for if you're doing a
15 security detail or something like that --

16 JUDGE CORDELL: Got it.

17 MR. AENLLE: -- and you have a little sense of
18 security. Do you know what I mean?

19 JUDGE CORDELL: Right. Yes.

20 MR. AENLLE: But most people that have an
21 exposed card, unless they're in a uniform or something,
22 they will not carry it.

23 JUDGE CORDELL: I understand -- yeah, I
24 understand it is unusual to have -- not a lot of people
25 have an open carry permit.



1 Do you --

2 MR AENLLE: Everybody -- everybody that --
3 that works on the security field at any higher level has
4 to have it, and what they do is they marry it with a
5 CCW, and that's been the -- the -- the standard in --
6 in -- in that industry.

7 JUDGE CORDELL: You don't need, then, separate
8 approval or separate permit to open carry?

9 MR AENLLE: You do. You do. You have -- you
10 have to have it. It has to go through BSIS, not -- not
11 through a Sheriff's Office or a CCW process, ma'am.

12 JUDGE CORDELL: Got it.

13 So --

14 MR AENLLE: It's a DOJ.

15 JUDGE CORDELL: So if someone said, "I saw
16 Victor Aenlle in street clothes and with a firearm
17 holstered right on his waist," would that be true?

18 MR AENLLE: Complete lie, ma'am. Complete
19 lie.

20 JUDGE CORDELL: And when you carry concealed in
21 street clothes, where is your weapon concealed?

22 MR AENLLE: On my left hip. I'm left-handed.

23 JUDGE CORDELL: So if someone so concealed --
24 and, again, this is again clarification for me because
25 I'm not a firearms person.



1 MR. AENLLE: Yes.

2 JUDGE CORDELL: If you are carrying a weapon
3 and it's on your waistband in a holster --

4 MR. AENLLE: Yes.

5 JUDGE CORDELL: -- and if your jacket is over
6 it, is that considered concealed?

7 MR. AENLLE: Absolutely, ma'am.

8 JUDGE CORDELL: Because you --

9 MR. AENLLE: Your jacket, your shirt, your
10 vest, yes.

11 JUDGE CORDELL: Got it.

12 As long as it can't be seen?

13 MR. AENLLE: As long as it can't be --

14 JUDGE CORDELL: Is that fair?

15 MR. AENLLE: -- seen.. Correct.. Yeah.. Yeah.

16 JUDGE CORDELL: So if someone said you were
17 carrying this firearm in a holster or on a waist and it
18 was not concealed -- you did not have a jacket on, for
19 example -- would that be true?

20 MR. AENLLE: No, ma'am.

21 JUDGE CORDELL: Got it.

22 MR. AENLLE: That is -- that is the furthest
23 from the truth. And it's even a liability; right?
24 Having a gun on your hip without, you know, being in a
25 uniform, it's a liability. It's worth more than a



1 Rolex. It's silliness. It -- ma'am, I've never done
2 that. I never would.

3 JUDGE CORDELL: Do you -- do you carry -- and
4 this is clarification. Do you carry a concealed weapon
5 in -- in headquarters when you're working as executive
6 director and chief of staff?

7 MR. AENLLE: I carry a concealed weapon 24
8 hours, 7.

9 JUDGE CORDELL: Got it.
10 Do you have a -- an ID card, sheriff's ID card?

11 MR. AENLLE: Yes, I do.

12 JUDGE CORDELL: And is it a sworn ID card?

13 MR. AENLLE: It's an ID card from the office
14 that says I'm the chief of staff.

15 JUDGE CORDELL: Right. Does it have any
16 indication that you are a sworn personnel --

17 MR. AENLLE: It has --

18 JUDGE CORDELL: -- with (unintelligible)?

19 MR. AENLLE: It has the LEOSA writing in the
20 back that allows you to carry; right? And -- and all
21 reserves have that. That's part of being a peace
22 officer. You have the ability to carry. It's called --

23 JUDGE CORDELL: So there's --

24 MR. AENLLE: -- LEOSA.

25 JUDGE CORDELL: Right. So there's something on



1 the back of your ID card that says what? That you can
2 carry a firearm --

3 MR. AENLLE: It will have LEOSA, yeah. It will
4 have, yes.

5 JUDGE CORDELL: And I -- I interrupted you. I
6 didn't quite hear what you said.

7 So on the back of the ID card, it says what?

8 MR. AENLLE: "LEOSA."

9 JUDGE CORDELL: And what does that mean?

10 MR. AENLLE: It -- the ability to carry.

11 JUDGE CORDELL: Got it.

12 Okay. But that -- that's -- and do sworn
13 officers like a captain or lieutenant, their ID cards --
14 do they have the same thing on the back of theirs?

15 MR. AENLLE: It's the same thing. Anybody
16 that's -- that's qualified by -- by the State of
17 California, under 832 point whatever it is, has LEOSA,
18 has that.

19 JUDGE CORDELL: Got it.

20 MR. AENLLE: So whether -- whatever it is.
21 Because if you ever get stopped or whatever and you have
22 a gun on you, you have to have the little -- to have
23 that.

24 JUDGE CORDELL: Got it.

25 Moving to another subject. Have you earned --



1 in fact, earned a PhD?

2 MR AENLLE: Yes, ma'am. Of course.

3 JUDGE CORDELL: So you -- and when did you
4 finally get your PhD?

5 MR AENLLE: 2023 sometime midyear. At some
6 point around there.

7 JUDGE CORDELL: Okay. And I do understand that
8 the place from which you earned your PhD is no longer in
9 existence.

10 MR. AENLLE: That is correct.

11 JUDGE CORDELL: Right.

12 Are you able still to get your transcript if
13 you were asked?

14 MR. AENLLE: Yes, ma'am. I would be able to,
15 yeah.

16 JUDGE CORDELL: Okay.

17 MR. AENLLE: Union -- Union Institute and
18 University is -- is geared towards law enforcement.
19 Many people in this department have at least a bachelor
20 or whatever they finished through there, and throughout
21 the law enforcement community, it is very well-known.
22 Like anything else through COVID, they went through
23 financial. Their PhD program is one of the top and the
24 best in this country, and it was actually -- it didn't
25 go under. It was moved to another college. So this



1 same program still lives today. So -- and, yes, I can
2 still have -- get transcripts, I'm sure, and whatever
3 else you need. I earned my PhD, ma'am.

4 I -- I'm an immigrant. I came here when -- on
5 a -- on a -- on a boat with a single mom and a brother
6 with the clothes on my back when I was 12 years old. I
7 learned English at 13. I was -- I went to communist
8 school all the way till -- till I was in the fifth
9 grade. Top of my class. I came to this country, and
10 everything went to hell. So I was not great in school
11 and -- and barely graduated high school.

12 But I -- I figured out life and made a great
13 life for myself and learned the value. And I -- I
14 couldn't push education on my kids if -- if I had -- had
15 not done it myself; right? I'd be a hypocrite. So I --
16 I -- and I wanted to help people after my brother was
17 killed. That's the only reason why I'm in this
18 department. And I made it a point, and I got my
19 bachelor's in criminal justice, and I got my master's in
20 organizational leadership, and I went further and got my
21 PhD. And I would have been done sooner. I should
22 probably -- I got my PhD in -- in -- in three and a
23 half, four years, but the sheriff campaign took a lot of
24 time, and I couldn't keep writing 60-page papers every
25 night, and it got delayed. Once she was -- once she



1 won, then I took a step back and focused on -- on what I
2 needed to finish and defended my -- my dissertation --
3 successfully defended my dissertation.

4 So anybody that tries to dimin- -- diminish my
5 work, my investment, and my hard work to earn a PhD that
6 not everybody has is shame- -- should be shame- --
7 shameful.

8 JUDGE CORDELL: And, by the way, I did not
9 know, and I'm sorry. You mentioned about your brother.
10 I did not know until you said --

11 MR. AENLLE: My brother was killed 16 years
12 ago, and I --

13 JUDGE CORDELL: And I'm sorry.

14 MR. AENLLE: Yeah. I didn't -- I didn't turn
15 out to be -- go into this field, but it needed change.
16 I was actually affected by that in this very
17 department -- in this very department, and that's what
18 motivated me to go into public service.

19 Maybe people don't like me here because I tell
20 the truth, and -- and -- and -- I'll just leave it
21 there.

22 JUDGE CORDELL: Okay. Again, I'm sorry.

23 MR. AENLLE: Thank you, ma'am.

24 JUDGE CORDELL: Have you ever been involved in
25 or assisted in giving a concealed carry permit to a



1 terminated sheriff's sergeant whose name is [REDACTED] -- and
2 I'll spell the last name -- [REDACTED], [REDACTED]
3 [REDACTED]

4 MR. AENLLE: I oversee the CCW permit.

5 JUDGE CORDELL: Right.

6 MR. AENLLE: [REDACTED] was an applicant here. He
7 did not have anything in his background. Per law, they
8 would -- would not permit him to have a CCW.

9 JUDGE CORDELL: Okay.

10 MR. AENLLE: He was treated like any other
11 members of -- of the community. There's a lot of
12 members that I think they should be denied, and I
13 struggle with that every day. But the way that the
14 current laws are, we have very limited reasons to deny
15 somebody a CCW in today's environment.

16 JUDGE CORDELL: Hmm.

17 MR. AENLLE: [REDACTED] met every qualification. He
18 was not afforded anything special and -- and qualified
19 to get his permit. I personally did not approve it.
20 I'm part of the chain that makes sure that -- that
21 everything's followed and corrections done, and the
22 final decision is made by the sheriff.

23 JUDGE CORDELL: So it was the sheriff who had
24 the final say with that particular permit?

25 MR. AENLLE: Every permit, it gets -- it gets



1 approved by the sheriff. It doesn't matter --
2 JUDGE CORDELL: Did you --
3 MR. AENLLE: -- who it is.
4 JUDGE CORDELL: Sure.
5 Did you recommend that it be approved?
6 MR. AENLLE: I -- I rec- -- I don't recommend
7 or not. I move them up the chain. So once -- once I
8 see it in my level and make sure that everything's been
9 uploaded, that everything's been done, that the
10 psych- -- psychological testing has been done, that all
11 the guns have been run, I check for facts; that it
12 doesn't have any qualifying factors that has to be
13 dismissed almost like, you know, arrest or, you know,
14 something major in their record. I make sure the DOJ is
15 cleared. Then I move it on to the sheriff, and she
16 makes all the decisions on every single CCW.
17 JUDGE CORDELL: So if something had been wrong,
18 you -- and you saw it, you could have flagged it then;
19 right? That you would do?
20 MR. AENLLE: Anything that I see that's wrong.
21 that --
22 JUDGE CORDELL: Yeah.
23 MR. AENLLE: And let me -- let me -- let me
24 correct "wrcng." That -- that -- that is outside within
25 the -- the legal limits of issuing a CCW, yes, I flag



1 and make sure that it's -- it's looked at further and
2 evaluated.

3 JUDGE CORDELL: Got it.

4 Does that --

5 MR. AENLLE: Sometimes I'll pull in legal
6 counsel for advice. We've done that many times.
7 Sometimes I'll call a unit meeting with all the
8 background investigators to -- to -- and the -- the
9 lieutenant to review those, and that's part of the
10 process.

11 JUDGE CORDELL: Got it.

12 Did you approve a CCW permit for your son?

13 MR. AENLLE: I wasn't even an employee.

14 JUDGE CORDELL: Is the answer --

15 MR. AENLLE: My son --

16 JUDGE CORDELL: Go ahead. Go right ahead.

17 MR. AENLLE: The answer is, "No." I could not
18 have approved that. My son applied just like anybody
19 else, went through the process like anybody else, met
20 the law, met all the requirements, and that permit was
21 not approved by me. I was not employed in the Sheriff's
22 Office.

23 JUDGE CORDELL: Okay. Got it.

24 And let's see.

25 MR. AENLLE: Boy, Judge Cordell.



1 JUDGE CORDELL: Yes? I know --

2 MR. AENLLE: You're throwing as many bumps as
3 possible. This is a --

4 JUDGE CORDELL: No, no.

5 MR. AENLLE: This is -- wow.

6 JUDGE CORDELL: Mr. Aenlle, I'm telling you I'm
7 trying to make sure that --

8 MR. AENLLE: I know. This is --

9 JUDGE CORDELL: Okay.

10 MR. AENLLE: Somebody took a lot of extra time
11 to do that. Do you know what I mean? Because this
12 is --

13 JUDGE CORDELL: Just hang in.

14 Have you ever directed that any social media
15 posts such as Instagram, for example, be blocked or
16 taken down?

17 MR. AENLLE: I --

18 JUDGE CORDELL: And, again, this is in
19 connection with the Sheriff's Office.

20 MR. AENLLE: Yeah, yeah. I'm sure there was --
21 there was some discussions. I -- I -- I never ran the
22 social media before. It was Chris Hsiung, and there
23 were some voices made because it met certain
24 requirements. but we don't make a habit of that.

25 JUDGE CORDELL: But have you ever done that?



1 Have you ever directed it be done?

2 MR. AENLLE: I -- what I directed to be done --
3 and I think it was once, and I think it was discussed
4 with legal counsel -- is a nature that was -- that met
5 the requirements to be at least removed or blocked
6 for -- for some reason. But I can tell you that I was
7 not the only one part of that decision.

8 JUDGE CORDELL: Uh-huh.

9 MR. AENLLE: That was -- that was -- Chris
10 Hsiung was involved in that.

11 JUDGE CORDELL: Okay.

12 MR. AENLLE: No, ma'am, we don't make a habit
13 of doing that. I think was a -- a one case. In one of
14 them, somebody threatened his life. Something like
15 that. Or it was -- it was just one of those weird
16 things.

17 JUDGE CORDELL: But if there were comments --
18 have there been negative comments online about the
19 sheriff or about you, the Sheriff's Office? Have you
20 been a part of directing that negative comments -- I'm
21 not talking about threats -- be blocked or removed?

22 MR. AENLLE: I think there was one that crossed
23 the line that was talking about the sheriff's kids,
24 ma'am, if you're speaking to that, and Chris Hsiung was
25 involved in that, and I was involved, and it was a



1 decision to -- to block that person. And I believe that
2 was brought up to legal counsel as well.

3 JUDGE CORDELL: Okay. Have you and the
4 sheriff -- when you go to conferences having to do with
5 the Sheriff's Office, do you travel -- have you ever
6 traveled first class?

7 MR. AENLLE: I -- we both have upgraded in --
8 in different scenarios. But I can tell you -- and not
9 to sound off -- I don't travel with anything less than
10 first class. I'm not a child anymore. I have back
11 pain. I don't -- I don't like people in close proximity
12 to me. So if I can't upgrade, I won't travel.

13 JUDGE CORDELL: So --

14 MR. AENLLE: And I do that on my own -- my own
15 money. And when the sheriff wants to and can, that's --
16 has she done that before? Yes, she has. Does she do --
17 does that all the time? Not that I'm aware of. But I
18 will not travel unless I can upgrade to first class.

19 JUDGE CORDELL: Got it.

20 When the two of you do go to a meeting or
21 conference together, do you -- do you -- since you fly
22 first -- first class, does she fly first class with you?

23 MR. AENLLE: Not all the time. There's been
24 like a couple instances. But I can tell you that just
25 most recently, the last trip, I was in first class. She



1 was in the back of the plane.

2 JUDGE CORDELL: And what trip was that? Was
3 that a business -- I don't want to get in your personal
4 business. Was this a -- a business trip?

5 MR. AENLLE: The only trips -- yeah, it's a
6 business trip. It's --

7 JUDGE CORDELL: Okay.

8 MR. AENLLE: It was a WLLE conference.

9 JUDGE CORDELL: And I don't -- say it again.

10 MR. AENLLE: It's a Women for Leadership.

11 JUDGE CORDELL: Yes.

12 MR. AENLLE: W- --

13 JUDGE CORDELL: Yes.

14 MR. AENLLE: -- double L-E.

15 JUDGE CORDELL: Right. And so you traveled
16 first class?

17 MR. AENLLE: Oh, yeah.

18 JUDGE CORDELL: And she did not?

19 MR. AENLLE: Correct.

20 JUDGE CORDELL: Okay. Have you ever paid for
21 her to fly first class?

22 MR. AENLLE: No, ma'am.

23 JUDGE CORDELL: We're almost there. Just bear
24 with me now. Okay.

25 MR. AENLLE: And if I've ever paid for



1 something for the sheriff, she always gives me the money
2 back. If it's something like -- you know, something
3 that we're doing or something's happened, and -- and we
4 do that for each other. I do that with the
5 undersheriff. I've done that -- we just Venmo each
6 other back whatever it is that -- whoever is picking it
7 up, whether it's a lunch or --

8 JUDGE CORDELL: Right.

9 MR. AENLLE: -- a dinner or something. We
10 always do that.

11 JUDGE CORDELL: Okay. We're getting now to the
12 end. And, again, thank you for your patience.

13 Do you have -- and I'm going to say since 2021.
14 At least since then. Do you have a personal
15 relationship with Sheriff Corpus? Let me just finish
16 the whole thing. Personal relationship is defined as
17 any intimate relationship beyond mere friendship. And
18 let me go a step further. It's also defined as a very
19 personal or of a private nature, not necessarily of a
20 sexual nature.

21 So with that, have -- do you have -- let's do
22 it in two parts. Do you have a personal relationship
23 with Sheriff Corpus?

24 MR. AENLLE: No. I have a professional
25 relationship with Sheriff Corpus. I admire that woman.



1 She has inspired me. I've known her for a long time.
2 She's a beautiful human being, and I'm -- and I'm
3 honored to work for her and to push forward her vision
4 in modernizing this department and the services that she
5 provides to this community, and I respect her incredibly
6 and just admire her to no end, and that's why I'm so
7 honored to work for her and have been here by her side
8 from day one.

9 JUDGE CORDELL: Do -- I asked the question. I
10 thank you for your answer. I did ask do you -- are you
11 in a personal relationship?

12 Have you ever been in a personal relationship
13 with Sheriff Corpus, as I've defined it?

14 MR AENLLE: I've always had a strong
15 friendship with her, but it's been a professional
16 relationship.

17 JUDGE CORDELL: Is it one that is beyond mere
18 friendship?

19 MR AENLLE: It is not one that's beyond mere
20 friendship.

21 JUDGE CORDELL: Got it.

22 MR AENLLE: I've been married for 30 years,
23 and my wife --

24 JUDGE CORDELL: And you still --

25 MR AENLLE: -- knows the sheriff.



1 JUDGE CORDELL: And you still are? And you
2 still are married? Okay.

3 MR. AENLLE: And my wife knows the sheriff very
4 well.

5 JUDGE CORDELL: Did you and the sheriff and her
6 children travel together to Maui in 2022?

7 MR. AENLLE: The sheriff went to Maui with her
8 family, her kids, and her brother. I was in Maui at the
9 same time. I was on a security detail. Barely even saw
10 each other. I think we crossed paths, but she was there
11 with her family and her brother.

12 JUDGE CORDELL: Do you know -- and, again, if
13 you don't know, it's fine. Do you know why her husband
14 was not there?

15 MR. AENLLE: They were already having problems.
16 I believe they were going through their issues. I can't
17 speak to --

18 JUDGE CORDELL: Got it. That's fine.

19 MR. AENLLE: Yeah.

20 JUDGE CORDELL: What -- can you explain more
21 the security detail you were on in Maui.

22 MR. AENLLE: Yes, ma'am. I -- I -- I was doing
23 covert detail for a high-net-worth individual.

24 JUDGE CORDELL: And it's someone you can't
25 disclose?



1 MR. AENLLE: Of course, ma'am.
2 JUDGE CORDELL: Okay. So you were doing high
3 security for somebody worth a lot? Is that fair?
4 MR. AENLLE: Yeah, that's fair.
5 JUDGE CORDELL: Okay. All right.
6 MR. AENLLE: That's fair.
7 JUDGE CORDELL: All right. So you were
8 privately retained by that person?
9 MR. AENLLE: Yeah.
10 JUDGE CORDELL: And when did that security
11 detail end?
12 MR. AENLLE: I think I was in Maui for four
13 days or something like that, ma'am.
14 JUDGE CORDELL: Got it.
15 Did anyone else know that you were there on a
16 security detail?
17 MR. AENLLE: My --
18 JUDGE CORDELL: For example, did the sheriff
19 know?
20 MR. AENLLE: Oh, sure. The sheriff knew, yeah.
21 I -- yeah.
22 JUDGE CORDELL: All right. Okay. Did anyone
23 else know?
24 MR. AENLLE: No, ma'am. I don't -- I don't
25 discuss that with anybody. I have my network of



1 friends. It's pretty small and tight.

2 JUDGE CORDELL: Right.

3 MR. AENLLE: That's not something I discuss,
4 actually, the nature. Most of my stuff, you know, that
5 we do in that realm, it's -- you know, you sign NDAs and
6 all kinds of things.

7 JUDGE CORDELL: Right.

8 MR. AENLLE: It's not something I go around and
9 advertise, especially when it's a covert detail --

10 JUDGE CORDELL: Got it.

11 MR. AENLLE: -- which is what I specialized in.

12 JUDGE CORDELL: Okay. And did you and the
13 sheriff sit together on the flight to Maui?

14 MR. AENLLE: I don't think we were together. I
15 think we were close.

16 JUDGE CORDELL: But you were not seated next to
17 each other?

18 MR. AENLLE: No. No.

19 JUDGE CORDELL: Okay.

20 MR. AENLLE: It's been a couple years, but I
21 can tell you that -- that it was in a close proximity,
22 but I don't recall being next to her.

23 JUDGE CORDELL: Okay. That's fine.

24 I don't think that I have anything else to ask
25 you. You have been so patient. We have been talking



1 two hours and seven minutes, and --

2 MR. AENLLE: That is incredible.

3 JUDGE CORDELL: -- you --

4 MR. AENLLE: I'm -- I'm -- I'm exhausted. I
5 feel it. But --

6 JUDGE CORDELL: You've been forthright.

7 MR. AENLLE: -- the unfortunate thing is, like,
8 there's somebody really bad out to get me because the
9 nature of your question, the length of it -- man, I --
10 wow. But I'm glad I was able to talk to you.

11 JUDGE CORDELL: Well, I appreciate -- again,
12 you didn't even have to talk to me, and you've been
13 forthright and patient for two hours, and I greatly
14 appreciate it. So thank you very much.

15 If anything else comes to mind that, you know,
16 I've touched on and you're like, "Oh, you know, I didn't
17 give her this information," all you have to do -- you
18 can reach me if you're working through your lawyer or
19 through Mr. Touchstone, and you can get directly to me.
20 I don't mind, by the way, if you text me directly, but,
21 again, you work that out with your lawyer. It's fine.
22 But if something comes up -- and I hope that, as I'm
23 putting this report together, something comes up and I'm
24 like, "Oh, you know, I didn't ask -- ask him," that I
25 can reach out again. Nowhere near as long as this, I



1 promise..

2 MR. AENLLE: Okay. Ma'am, with all due -- due
3 respect, would you kindly -- is there a possibility that
4 you can interview some of the people that reached out to
5 you just to be fair and get --

6 JUDGE CORDELL: I --

7 MR. AENLLE: You know, for example, I know
8 that, like, Captain Fox reached out to you for -- for
9 his comment. I worked with him for -- for a long time.
10 Yeah, Mike Garcia reached out as well. You have Heather
11 Enders, which is one of my female managers that works
12 for me. From day one, she's been -- and she's known me
13 here in the Sheriff's Office, whether under contract or
14 my position. You have, you know, people like Van
15 (phonetic) and -- I mean, there's a number of them that
16 I think that they can see what kind of value I bring to
17 this office and what I've done from day one. It is --
18 it's just been fun to improve the work environment and
19 create programs.

20 I mean, the records department alone, 13 years
21 you try to -- which [REDACTED] was the manager of, 13 she
22 tried to get a raise for -- for her employees that we
23 were losing. It took me two months, and I got them a
24 raise that they needed. I mean, everything that we've
25 done here is -- is to better this department and -- and



1 the people that -- that really stand up the Sheriff's
2 Office, and I think --

3 JUDGE CORDELL: I hear you. And there are,
4 again, other people that have reached out, and I haven't
5 talked to everybody. I can't talk to everyone. I
6 appreciate that. I have made note of who you are --
7 want me to talk to. So that's all I can tell you. I've
8 never told anyone to whom I've spoken that I've spoken
9 to anybody else.

10 MR. AENLLE: Yeah.

11 JUDGE CORDELL: So I'm keeping that -- like
12 you're confidential with the person you were out doing
13 the security detail, I'm trying to do the same thing. I
14 am doing the same thing. So I haven't told anybody that
15 I'm talking to -- "Oh, I talked to." I haven't done
16 that, and I'm not doing that. So I --

17 MR. AENLLE: Yeah.

18 JUDGE CORDELL: -- appreciate -- and let me
19 just put it this way: I hear you. I'll just leave it
20 at that.

21 MR. AENLLE: Okay. And, ma'am, I didn't mean
22 to -- these are the people that I want you to talk to.
23 These are people that come to me and say, "I want to
24 talk to this person because I'm hearing she's
25 interviewing."



1 JUDGE CORDELL: I hear you.

2 MR. AENLLE: So I don't want you to think that
3 I'm sending anybody that I --

4 JUDGE CORDELL: No. I hear you.

5 MR. AENLLE: I know and I'm comfortable with
6 what I've done and how I conduct myself that I don't
7 need anybody, but these are the people that came forth
8 and says, "Hey, we really want to -- we really want to
9 talk to this person because we -- we -- we know you, and
10 we -- I want to talk to her." So it's not that I'm
11 directing you to --

12 JUDGE CORDELL: I hear you.

13 MR. AENLLE: Do you know what I mean? I just
14 want you to understand.

15 JUDGE CORDELL: Absolutely. I understand. So
16 thank you so much for your time and your patience and
17 answering every question I asked.

18 Mr. Touchstone, thank you for hanging in here
19 with us, and I will look forward to receiving the
20 recording this evening.

21 MR. TOUCHSTONE: I -- yes, ma'am. I'm going to
22 do my best. I am what one would term technologically
23 challenged.

24 JUDGE CORDELL: You and me both. You and me
25 both.



1 MR. TOUCHSTONE: We have a
2 two-hour-ten-minute-and-14-second-and-counting recording
3 here. I may have to get some direction on how to get it
4 to you.
5 JUDGE CORDELL: Sure.
6 MR. TOUCHSTONE: I'm going to try to put it in
7 a Google drive. You will see something --
8 JUDGE CORDELL: Whatever --
9 MR. TOUCHSTONE: -- from a gmail.
10 JUDGE CORDELL: Whatever works.
11 MR. TOUCHSTONE: Yeah.
12 JUDGE CORDELL: Whatever works for you. And I
13 appreciate it. Thank you so very much, both of you.
14 MR. TOUCHSTONE: Yes, ma'am. Thank you.
15 MR. AENLLE: Thank you.
16 MR. AENLLE: We appreciate your
17 professionalism.
18 JUDGE CORDELL: All right. All right. Take
19 care. Bye.
20 MR. TOUCHSTONE: Have a good evening.
21 --o0o--
22
23
24
25



1 STATE OF CALIFORNIA)
2) ss.
3 COUNTY OF SANTA CLARA)

4 I, Denise C. Shuey, Certified Shorthand Reporter,
5 do hereby certify:

6 That said confidential recording was transcribed
7 into typewriting, to the best of my ability;

8 I further certify that I am neither counsel for,
9 nor related to, any parties to said proceedings, nor in
10 anywise interested in the outcome thereof.

11 In witness whereof, I have hereunto subscribed my
12 name.

13 Dated: October 6, 2024

14
15 *Denise C. Shuey*
16

17 DENISE C. SHUEY, CSR
18 License No. CSR-6814
19
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Exhibit 52

Ex Parte668



SHERIFF

CHRISTINA CORPUS

SAN MATEO COUNTY SHERIFF'S OFFICE

DATE: October 24, 2024
TO: Deputy Sheriff Trainee Genesis Serrano
FROM: Sergeant Jimmy Chan #S305
SUBJECT: 24IA-017

The Public Safety Officers Procedural Bill of Rights Act Section 3303 (b) and 3303(c) states:

(b) The public safety officer under investigation shall be informed prior to the interrogation of the rank, name, and command of the officer in charge of the interrogation, the interrogating officers, and all other persons to be present during the interrogation. All questions directed to the public safety officer under interrogation shall be asked by and through no more than two interrogators at one time.

(c) The public safety officer under investigation shall be informed of the nature of the investigation prior to any interrogation.

In accordance with the Public Safety Officers Procedural Bill of Rights Act, the following case is under investigation:

Complainant: Sheriff Christina Corpus

I.A. Case Number: 24IA-017

Date of Complaint: October 17, 2024

I.A. Investigator: Sgt. Jimmy Chan #S305

Complaint: Violations including but not limited to:

318 – STANDARDS OF CONDUCT

318.5.1 LAWS, RULES AND ORDERS

C. Violation of federal, state, local or administrative laws, rules or regulations.

318.5.7 EFFICIENCY

A. Neglect of duty.

Ex Parte 669

CONFIDENTIAL

318.5.8– PERFORMANCE

- I. Any act on-duty or off-duty that brings discredit to this Office.

306 – FIREARMS

306.3.6 AUTHORIZED OFF-DUTY FIREARMS

- (i) Deputy Sheriff Trainees are prohibited from carrying concealed weapons off-duty until they have successfully completed a basic academy and have been promoted to the rank of Deputy Sheriff. This policy does not apply to Deputy Sheriff Trainees who have obtained a CCW license.

306.4.3 CONTROL


- (a) It is the responsibility of every sworn staff member who has been issued a firearm(s) to, at all times, maintain positive control of each firearm issued or assigned.

700 – SHERIFF'S OFFICE OWNED AND PERSONAL PROPERTY

700.2 – CARE OF SHERIFF'S OFFICE PROPERTY

Members shall be responsible for the safekeeping, serviceable condition, proper care, use and replacement of Sheriff's Office property assigned or entrusted to them. Any member's intentional or negligent abuse or misuse of office property may lead to discipline including, but not limited to the cost of repair or replacement. I am reviewing the case and will contact you shortly to schedule an interview.

If you have any questions in regard to this memo, please contact me at (650) 363-4844.

 #S305

Jimmy Chan, Sergeant
San Mateo County Sheriff's Office

Exhibit 53

Ex Parte671

CONFIDENTIAL



SHERIFF

CHRISTINA CORPUS

SAN MATEO COUNTY SHERIFF'S OFFICE

DATE: October 28, 2024
TO: Deputy Sheriff Trainee Genesis Serrano
FROM: Sergeant Jimmy Chan #S305
SUBJECT: IA #24IA-017

This is to notify you that a complaint has been filed against you. You must appear for an interview at the time and place listed below.

Complainant: Sheriff Christina Corpus

Complaint: Violations including but not limited to:

318 – STANDARDS OF CONDUCT

318.5.1 LAWS, RULES AND ORDERS

C. Violation of federal, state, local or administrative laws, rules or regulations.

318.5.7 EFFICIENCY

A. Neglect of duty.

318.5.8– PERFORMANCE

I. Any act on-duty or off-duty that brings discredit to this Office.

306 – FIREARMS

306.3.6 AUTHORIZED OFF-DUTY FIREARMS

(i) Deputy Sheriff Trainees are prohibited from carrying concealed weapons off-duty until they have successfully completed a basic academy and have been promoted to the rank of Deputy Sheriff. This policy does not apply to Deputy Sheriff Trainees who have obtained a CCW license.

Ex Parte 672

CONFIDENTIAL

306.4.3 CONTROL

(a) It is the responsibility of every sworn staff member who has been issued a firearm(s) to, at all times, maintain positive control of each firearm issued or assigned.

700 – SHERIFF'S OFFICE OWNED AND PERSONAL PROPERTY

700.2 – CARE OF SHERIFF'S OFFICE PROPERTY

Members shall be responsible for the safekeeping, serviceable condition, proper care, use and replacement of Sheriff's Office property assigned or entrusted to them. Any member's intentional or negligent abuse or misuse of office property may lead to discipline including, but not limited to the cost of repair or replacement.

Date of Incident: October 17th, 2024

Complaint Summary:

It is alleged that on the evening of October 17th, 2024, you were off-duty and in civilian attire at an address of 1310 Burlingame Avenue in the city of Burlingame, CA. The Crepevine Restaurant is located at this address, which you were a customer of at the time of this incident. You were in possession of your Sheriff's Office issued firearm and upon leaving the restaurant, you left your firearm behind. The firearm was located unattended and unsecured by an employee of the business and was ultimately turned over to the Burlingame Police Department.

Interview Date & Time: October 30, 2024 at 1200 hours.

Interview Location: CSM Academy Office, 1700 W Hillsdale Blvd, Bldg. #35, San Mateo, CA.

Interviewer: Sergeant Jimmy Chan #S305

This interview is part of an administrative investigation regarding the complaint filed against you. You do not have the right to remain silent. If you refuse to submit to any interview or answer the investigator's questions that are directly related to this investigation you may be subject to disciplinary action.

You have the right to be represented by the person of your choice as long as that person is not a party to this complaint. If the scheduled interview date and/or time is inconvenient or undesirable to you or your representative, please contact me and the interview will be rescheduled without prejudice.

As a superior officer, I am ordering you not to speak with anyone regarding this on-going investigation, other than your legal representative, until the investigation is completed.

 #S305

Jimmy Chan, Sergeant
San Mateo County Sheriff's Office

Exhibit 54

Ex Parte675

**SUPERIOR COURT, SAN MATEO COUNTY
CRIME SUMMARY INFORMATION**

PROBABLE CAUSE DECLARATION

SHERIFF'S CASE NUMBER: 24-08495		BOOKING NO: 1253176
ARRESTEE: Carlos Tapia		DOB: 11/13/1973
ADDRESS: 2421 Broadway, Redwood City CA 94063		
BOOKING CHARGES: 487(A) Grand Theft (F), 532 (A) Theft by false Pretenses (F)		
SUPPLEMENTAL HOLDS:		
DATE & TIME OF ARREST: 11/12/2024@1305		48 HOURS EXPIRES (D & T): 11/14/2024@1305
ARRESTING AGENCY & DIVISION: SAN MATEO COUNTY SHERIFF'S OFFICE		
ARRESTING OFFICER: A/Acting Assistant Sheriff Fox		
FACTS ESTABLISHING ELEMENTS AND IDENTIFICATION OF DEFENDANT:		
<p>In October 2024, I received information regarding irregularities regarding the shift schedule of Carlos Tapia (Current Sheriff's Deputy with San Mateo County Sheriff's Office). The information was related to timecard discrepancies between his verified timecards and the use Release Time (010) and Regular Time (001) and the coding used by Carlos Tapia who is also the President of the Deputy Sheriff's Association. An audit was conducted from January 1, 2024, through October 18, 2024, along with County Payroll to verify if Carlos Tapia was billing accordingly based upon his time conducting Association Business and not his normal shift in Transportation.</p> <p>After this audit, we uncovered over (50) preliminary shifts where there was no record of him working in Transportation, courts or otherwise listed on his verified and submitted timecards. It appeared he was absent from work under the guise of Association business and continuing to credit his timecard for Transportation. This was apparent in August 2024 when he started to submit his timecards with Association business and made the distinction of billing appropriately. Up until this time, he never made the distinction and thereby represented he was working Transportation when he was listed as being off.</p> <p>This audit is continuing, but all the shifts listed in the report were checked against Lieutenant Hensel's memorandum, daily board schedules, Transportation Schedules and payroll. It should also be noted that during the months of January-June, all members of the organization were in an agreement for double overtime, which makes the amount of theft on Carlos Tapia's behalf very concerning. At this point, the estimated theft will exceed over \$25,000 dollars and could triple by the end of the audit into the past year.</p>		

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

EXECUTED ON 11/12/2024, AT SAN MATEO COUNTY, CALIFORNIA.

BY: 
SIGNATURE

BADGE #: 3

ON THE BASIS OF [] THE OFFICER'S DECLARATION [] REPORTS REVIEWED, I HEREBY DETERMINE THAT THERE [] IS [] IS NOT PROBABLE CAUSE TO BELIEVE THIS ARRESTEE HAS COMMITTED A CRIME.

DATE

TIME

SIGNATURE OF JUDICIAL OFFICER

Ex Parte 676

CONFIDENTIAL

Exhibit 55

Ex Parte677

CONFIDENTIAL

From: Deb Drooz
To: Ray Mueller; Noelia Corzo
Subject: Urgent communication re: Nov. 12, 2024 Press conference
Date: Tuesday, November 12, 2024 3:25:33 PM

CAUTION: This email originated from outside of San Mateo County. Unless you recognize the sender's email address and know the content is safe, do not click links, open attachments or reply.

*Privileged Communications Under Civil Code Sec. 47(b),
Communication in Anticipation of Litigation*

Immediate attention required

Re: Victor Aenlle

Dear Supervisors Mueller and Corzo,

This office represents the San Mateo County Sheriff's Office's Director of Administration and Chief of Staff, Victor Aenlle.

It has come to our attention that, at or about 4:00 PM today, November 12, 2024, you plan to give a press conference for the ostensible purpose of announcing the finalization of Judge La Dorris Cordell's investigation of several unfounded complaints against Mr. Aenlle. We are advised that you may use the press conference as a rostrum to slander Mr. Aenlle or portray him in a false light. Specifically, we anticipate that you will unjustly accuse him of having a propensity for violence, of abusing his staff members and of inciting fear of retaliation and of physical harm among those who work with him.

In the context of a press conference, such statements would be unprivileged, false, and defamatory. Mr. Aenlle an experienced highly trained professional. He has never used threats, bullying or intimidation to carry out his duties. There is no evidence whatsoever to support the accusations to the contrary.

We are further advised that a source for such falsehoods *may* be DSA president Carlos Tapia, someone we believe has long been dedicated to ousting Sheriff Christina Corpus and her subordinates, including Mr. Aenlle. *If that* is the case, you should be advised that Mr. Tapia's reputation for honesty and reliability have come under law enforcement scrutiny. As we understand it, Mr. Tapia was arrested today for fraudulent timecard use.

Any statements by you or either of you at today's press conference that expressly or implicitly accuse Mr. Aenlle of violence, bullying, retaliatory conduct or threat thereof, intimidation or abuse of staff or

Ex Parte 678

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colleagues will cause irreparable reputational injury to Mr. Aenlle and will be met with swift, vigorous legal action.
This is not a complete statement of our client's rights and remedies, all of which are hereby reserved.
Deborah Drooz

DroozLegal

Deborah Drooz, Esq.

1910 West Sunset Blvd., Suite 740

Los Angeles, CA 90026

Cell: 323.337.2092

Office: 323.900-0931

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Ex Parte 679

CONFIDENTIAL

Exhibit 56

Ex Parte680

CONFIDENTIAL

Historical:

The Sheriff's Office runs several contract city police bureaus in San Mateo County. Half Moon Bay opted to enter into such an agreement with the Sheriff's Office in 2011, and for the past 2 years (apx.) I have been assigned in my capacity as a Sheriff's Captain, to act as the Police Chief in Half Moon Bay, overseeing municipal police operations as well as overseeing the Unincorporated San Mateo County Coastline from the City limits with Pacifica to the Santa Cruz Countyline.

Despite being the senior Captain amongst all of us of the same rank, I was assigned to the Coast when the Sheriff took office, despite her knowing I had a toddler and an infant at home and lived 60 miles from where she was sending me. My commute to and from work has been approximately 4 hours every day that I worked, for the past 2 years. And every time I asked to be moved to an assignment closer to home (which would have been literally any other Captain position) I was told it was not the right timing or that "I was a victim of my own success," and that I had done such a good job, they could not move me.

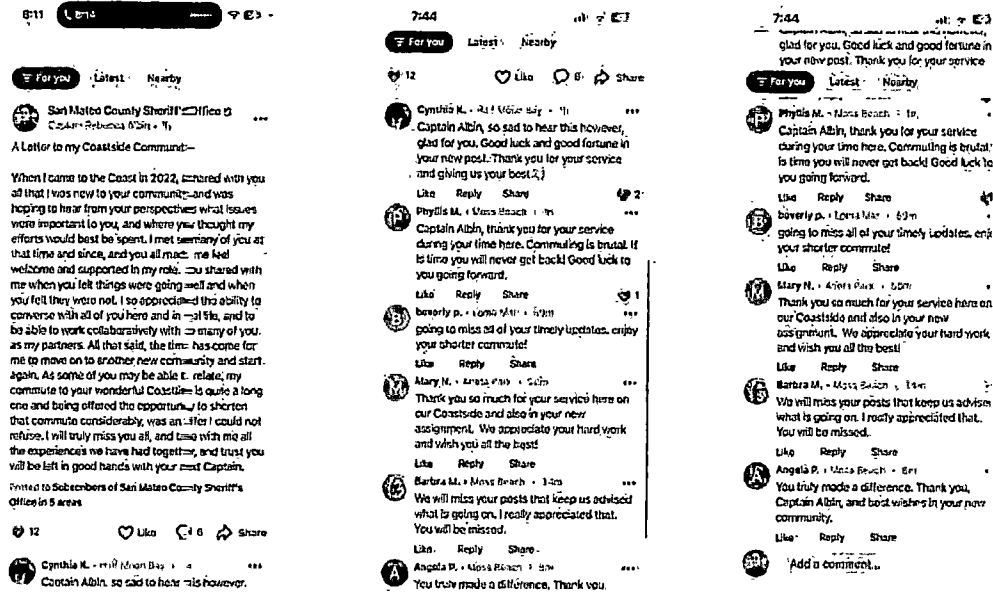
All that said, the following is what occurred after notifying the Sheriff (on Monday, May 6, 2024) that I was in backgrounds with another police agency, had been offered a conditional offer, and should a final offer come, it would be my intention to accept.

- With a 6-week notification of conditional offerings, regular ridicule on text and phone calls about the process...even though I had not been officially hired.
- Regular communication from Assistant Sheriff Monaghan (at the Sheriff's direction) about giving "appropriate" notice and insistent pressure to provide information about process, even though the process was not complete.
- After being told that I would be attending the Cal Chiefs conference in Palm Springs, making arrangements to attend, completing the travel paperwork, and having hotel and plane reservations, the Sheriff rescinded the travel (just a few days prior to the conference) as I was told it was her position that the spot would be better given to someone who was not leaving the office. Again, no official offer of employment was provided and/or guaranteed.
- Even being given 3-weeks' notice of potential offerings, the command staff refused to work with me about the transition and movement of new personnel and instead regularly told me I should have given them more notice and urging me to stay on longer to help with staffing coverage.
- Once I was given the offer and submitted my official notice, the notice was specific that my last day of work was June 21, 2024. That was given to personnel and HR, after which I was told to resubmit another notice indicating my last day of work would be June 20, and that I would physically come into the office to train my replacement on that day.

June 18, 2024:

- 5:18pm I drafted and posted a NextDoor goodbye post telling the community that I would be taking a position outside the County and saying they would be in good hands with the next Captain. This was immediately after my City Manager told me he had informed Assistant

Sheriff Monaghan that he had approved selection of the new Captain. Below is the post for reference as well as the comments I was able to initially capture.



- 6:09pm I received a phone call while at the park with my kids, from Undersheriff Hsiung asking me who gave me permission to post on Nextdoor, a platform I post on regularly without asking for permission and which the Command staff has asked me to teach to the other Captains because I have had so much success with Community Engagement using the platform.
 - I told the Undersheriff that the Sheriff's Office Communications Director knew I was going to post something this week as it had been discussed just prior to my going on vacation. The Undersheriff told me the Sheriff had not known I was posting the letter and it put them in an awkward position. I told them that was a conversation they should have with their communications Director, since she works directly for the Executive Team, and asked why the post was problematic.
 - The Undersheriff told me the administration was not ready to publicly speak about my leaving or who would be replacing me. I informed him I would no longer be working for the Sheriff's Office in 2 days, and asked how much longer they would have wanted me to wait to tell the Community I have been serving that I will no longer be there when they call.
 - He told me they would have put out a prepared message maybe next week... which I pointed out would be after I had already left giving me no time to say goodbye to my community members.

- 6:20pm I sent the Undersheriff a screenshot of the email from our Communications Director, dated May 31, 2024, laying out the communications plan, including this NextDoor post, regarding my leaving my position. This was to show him this had been in the works, and she had known about it, since he told me the Communications Director said she knew nothing about my plans to post anything online. It was at this time I was told that the email was up for interpretation, and I should have asked before posting, something which I have never previously had to do and have been told many times by the Executive Team they trust me to know my community and post as I see fit. I also have an email from the Communications Director that had been cc the Undersheriff from months ago outlining that Bureau Chiefs are expected to utilize NextDoor to share information with Community members as they see fit and urging us all to do so.
- The Undersheriff asked me if my City Manager knew I had posted this open letter and I told the Undersheriff he did know and had no issues with it.
- 7:13pm I received a text message from Captain Philip asking me to let him know what time on Thursday I would be coming into work so he could meet me and take my badge, since I am leaving and not retiring, which I know to be incongruent with past practice, as Captain Kristina Bell, did not retire, but left to become the Redwood City Police Chief and was allowed to keep her badge. Additionally, this only came up tonight in response to the Sheriff being upset I posted on Nextdoor. A post which, at last viewing had many positive and thankful comments from Community members wishing me well.
- 7:23pm I received a call from the Undersheriff telling me he was speaking on behalf of the Sheriff and that she was having my access to Nextdoor and Evertel revoked and I was not to come back to work unless I was under another employee's supervision. I was also told not to send anyone any emails and not to post on social media. I reminded him I am still an employee of the Sheriff's Office and this was completely unreasonable to do to me as a current employee and in retaliation for something I did that violated no policies and I had not been investigated for.
- 8:44pm I called Captain Philip back on the phone after missing a few calls and was told my access to department email had been revoked in addition to Evertel and Nextdoor. I informed him this was not right as I am still an employee and he told me knew that it was wrong but he learned of it from Acting Lt. Zaidi, as Captain Philip was left out of the decision.
- 9:03pm I tried to access my Nextdoor page and received a message stating there was an error loading the feed, verifying I no longer had access. I screen shot this.
- 9:04pm I tried to access my work email and received a message saying my account had been locked. I screen shot this.
- At 9:32 I called Assistant Sheriff Monaghan back after missing a call from him a short time before. He told me he had just learned of what had been done to me (He was out of town for a family member's funeral) and he told me on a personal note he was appalled at what was being done to me and that this was not how treat someone who had been a loyal and hardworking employee on their way out. He told me if you look at every line of the Sheriff's Office retaliation policy, that this was not right and he did not agree with it.
- 10:31pm I tried to login to the County website so I could check my timecard but I am unable to access the site, despite still currently working for the County. I took a screen shot of this.

- I was still being paid and I am on vacation
- I still have personal items in my office that belong to me (e.g., refrigerator, clothing, items in my storage cabinet, etc.)
- I have never been required to retain approval for a Next Door Post in the past.
- Capt. Philips was told by an acting Lt. that I was no longer allowed to be on campus without escort, though I am still employed.
- The same person told Capt. Philip that I no longer had access to my email and NextDoor accounts.
 - Confirmed on this date via screen shots.
 - Also confirmed with a phone conversation to Capt. Philip.
- Was told that I would not have access to the building, though I was still employed with the County despite not having been accused of punitive action (civil) or violations despite yet was being administratively locked out of email and told to come back to County premises. Additionally, since my email had been locked, I could not access any County Systems, like the county payroll system or benefits, so at that time I was not even sure I would be getting paid my last week of work.

June 19, 2024

- 8:53am I called Assistant County Manager Iliana Rodriguez, and told her I had tried to reach County HR but given it was June 18th no one was in the office, and shared with her all that had occurred. She asked that I send her the screenshot of the Nextdoor post that had started all this and if it would be ok to share with the County Manager. I told her that would be fine and sent her the screen shot.
- 9:24am texted me that she had spoken to the County Manager and he would be contacting County HR about my disparate treatment.
- 11:22am I was told there was no trace of my post on Nextdoor from someone in Half Moon Bay.
- 11:50am I was texted a link to an Instagram story about Captain Cheechov being the new Coastside Captain and Chief of Half Moon Bay, effective immediately. Which I found odd considering it was still my position and I still worked here.
- 2:23pm I texted Undersheriff Hsiung to ask if my Nextdoor post had been taken down, and was told when my Nextdoor access was revoked by Sheriff's Administration, it had inadvertently taken down every post I ever made along with all the comments from community members, but that this was an unintended consequence, and he felt really bad and was going to work with Nextdoor to reinstate the posts.
- 3:14pm I called Acting Captain Cheechov, who told me he received a call from Sheriff's Administration last night (6/18/2024) telling him effective immediately he was the Chief of Half Moon Bay. I received no such notification and again, was still currently employed by the Sheriff's Office so another coworker of mine was told he was taking over my position while I was on vacation and no one told me I was relieved of my position. Additionally, the Acting-Captain mentioned the fact that I had personal items in the office I would need to get and it was told to him that I may be able to retrieve my items as long as someone was there

monitoring me. We were supposed to meet the following morning (June 20) so I could send him emails to follow up on and let him know what he needed to know taking over the Bureau but he understood that would not be possible since I had been locked out of my email and was ordered not to email anyone regardless.

June 20, 2024

- I met Captain Philip at the Half Moon Bay substation around 10am, and when I got there I tried to put the code into the door to enter but it did not work. I then tried the other door to the substation, however that door would not open as well. An overtime Sergeant was working and had a key, and therefore was able to let us in. Once inside I was told the key code to the bureau doors had been changed the previous day.
- I provided Captain Philip with my office issued equipment, and it was at that time he told me the Sheriff had changed her mind about taking both of my badges but wanted one to make into a plaque for me. As I did not have them on me at the time I could not provide them, but noted the reasoning for taking the one back in the last hour of my last day seemed a bit preposterous, especially given no one else in my same position had ever been made to turn their badges in previously, and the Sheriff had known I was leaving for 6 weeks, and had ample opportunity to do something to denote my service in the lead up to my exit.
- As I was in my office, one of the deputies (Lomu) was lurking in the doorway and thinking he was there to say goodbye, I invited him in. I asked if he needed something, and he shut the door and then told me all the Sergeants had been told I was not to be on the premises and if they saw me to keep an eye on me. The deputy told me everyone that worked for me didn't feel good about this and the Sergeants had told the deputies if they saw me to give me some space, but that he would be in the next room and to just let him know when I was done. Prior to leaving he asked why this was being done to me specifically and I told him I didn't know.

Final Thoughts-

- I was not an "At Will" employee.
- I was administratively locked out of Sheriff's Headquarters in Redwood City and was told if I tried to enter any County Building my ID card would not work, and therefore did not feel comfortable returning there on my last day of work, knowing I was not welcome at my own workplace.
- I felt worried (at the time) that I was administratively locked out of the County work systems as I recognized that to be something congruent with suspension/discipline/termination, and as the former commander for professional standards, I was concerned.
- Failure of Due Process
- No Violations of Policy / Procedures
- I have an Unblemished Record
- Calls/texts from Command Staff and members of Professional Standards, saying this was wrong and they were embarrassed and appalled.

POBAR Violation 3304(d)-1) admin disciplined without being any type of investigation

Labor Law Violation... you can't take away my access to email with no cause and no notice

The Sheriff has exhibited similar retaliatory behavior to several current and former managers who work/worked at the Sheriff's Office, from her Executive Assistant baselessly accusing our former Records Manager of secretly posting negative things about himself and the Sheriff online to the point he had her sobbing in her office in front of everyone who worked for her, embarrassing her and humiliating her on her last day at work. The Sheriff also caught wind of a Lieutenant sending a personal email on her days off to other mid-level managers, suggesting they might want to form a union so they could have some rights for themselves, and subsequently informed that Lieutenant's boss that she was going to be transferred, despite the fact the Lieutenant was nearing retirement and that it would take approximately a year to get someone else the necessary clearances to do this Lieutenant's job. The Sheriff was convinced to walk that threat back but has still indicated this Lieutenant will likely be transferred at some point.

It is sad to me that after almost 20 years with the County, this is how I was treated. I filed a formal complaint with County HR but as of now have yet to hear what, if anything, that will result in. I am not optimistic however, as many complaints have been filed with the County regarding the Sheriff's behavior, and aside from several law suits she is now facing, it seems her behavior is just getting worse and worse.

Exhibit 57

Ex Parte687

CONFIDENTIAL

From: [Jimmy Chan](#)
To: [Joe Fava](#); [Irfan Zaidi](#)
Cc: [Katy Roberts](#); [Hector Acosta](#)
Subject: Re: Oral Board Concern
Date: Wednesday, November 13, 2024 9:50:03 AM
Attachments: [Outlook-rvx-yqvy.png](#)
[Outlook-au-ik1lz.png](#)

Lt. Zaidi,

I too share the same concerns. I was very surprised to hear that Ashley Razo was moved onto the backgrounds portion of the hiring process even though both myself and the other rater did not give her a passing score in the interview. Additionally, I was approached by you in regards to Ms. Razo and you had Deputy Garcia on the phone at the time and put him on speaker phone. I explained to the both of you with detail why I did not pass her and you both stated that you understood. I even went so far as to suggest you have mock interviews with your LECS students to better prepare them, which you stated was a good idea to Deputy Garcia.

Sir, if the interview process is not one of filtering out and identifying those that are not good candidates versus those that are for the Sheriff's Office, then what is its purpose?



Jimmy Chan, Detective Sergeant #S305

San Mateo County Sheriff's Office

Professional Standards Bureau

330 Bradford Street

Redwood City, CA 94063

Office: (650) 363-4844

Fax: (650) 363-1813

Email: jchan@smcgov.org

<http://www.smcsheriff.com>

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From: Joe Fava <jfava@smcgov.org>
Sent: Wednesday, November 13, 2024 9:07 AM
To: Irfan Zaidi <izaidi@smcgov.org>

Ex Parte688

CONFIDENTIAL

Cc: Katy Roberts <kroberts@smcgov.org>; Jimmy Chan <jichan@smcgov.org>; Hector Acosta <HAcosta@smcgov.org>

Subject: Oral Board Concern

Lieutenant Zaidi,

It was brought to my attention that a person, Ashley Razo, interviewed last week for DST. Prior to the interview, I personally heard Mike approach Jimmy and inform Jimmy that Ms. Razo was interviewing with him at 1330 hours. Mike went on to say Ms. Razo is a LECS student and he personally prepared her for the interview and that he expected her to do very well. I later saw in the attached interview results that Ms. Razo failed the interview.

Yesterday, I was approached by an Sheriff's Office employee and told Ms. Razo was moved to backgrounds despite failing the interview. I believe this is to incredibly unethical, promotes favoritism, and is a violation of county policy. I am also extremely concerned because this is not the first time something like this has occurred. If this is true, I believe this needs to be remedied immediately.

As a reminder two weeks ago, you assured Jimmy and I that PSB would be run with integrity. Moves like this not only lack integrity, they violate the same policies that we are entrusted to investigate.

Please let me know of the outcome in a meeting, with a witness, or in writing.



Joe Fava, Detective Sergeant
San Mateo County Sheriff's Office
Professional Standards Bureau
330 Bradford Street
Fedwood City, CA 94063
650-599-1518
www.smcsheriff.com
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Ex Parte 689

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Exhibit 58

Special Meeting of the Board of Supervisors on 2024-11-13 4:00 PM

https://sanmateocounty.granicus.com/player/clip/1528?view_id=1&redirect=true

Ex Parte691

Exhibit 59

Ex Parte692

CONFIDENTIAL

From: Rocio Kircan
To: Christina Corpus
Subject: Assistant Sheriff Job Classification Requirements
Attachments: Assistant Sheriff Job Description.pdf

Hello Sheriff,

At the Special Meeting of the San Mateo County Board of Supervisors yesterday, November 13, 2024, you announced your intention to appoint Victor Aenlle to the position of Assistant Sheriff. Respectfully, that is not possible. Having reviewed the matter, I conclude that you cannot make this appointment because, among other possible reasons, Mr. Aenlle does not meet the qualifications for the position.

Attached is the job classification for an Assistant Sheriff position at the County of San Mateo. As stated in the classification, "Candidates must acquire an Advanced Certificate in law enforcement issued by the State of California Commission on Peace Officer Standards and Training within one year of appointment."

My understanding is that the requirements set forth by the Commission on Peace Officer Standards and Training (POST) state that, in order to be eligible for an Advanced Certificate, a candidate must have a minimum of 4 years of full-time law enforcement experience. In addition, those same POST requirements state that a candidate can only obtain an Advanced Certificate after holding an Intermediate Certificate, and, in turn, a candidate must possess a Basic Certificate to be eligible to obtain an Intermediate Certificate.

In order to obtain a Basic Certificate, a candidate must serve at least a 12 month probationary period. (Please note, there are additional requirements as well, such as completing a Regular Basic Course and meeting certain educational and training requirements).

Based on your prior communications with my office when you were seeking to create the non-sworn Executive Director of Administration position for Mr. Aenlle, it was my impression you were not considering Mr. Aenlle for

Ex Parte693

CONFIDENTIAL

placement into a sworn position because you recognized he did not meet the minimum qualifications. It is also my understanding that Mr. Aenlle does not have 4 years of full-time law enforcement experience, nor even 1 year. As a result, he would not meet the Assistant Sheriff Job Classification requirement of having an Advanced POST Certificate, nor could he obtain one within one year.

If I am mistaken and Mr. Aenlle will be able to meet the requirements for an Advanced POST Certificate within one year, please provide his Basic POST Certificate and proof of his years of full-time law enforcement experience (as well as proof that he can meet all of the requirements of a Basic, Intermediate and Advanced Certificate within one year). Until we receive that documentation, you will not be able to place him into the Assistant Sheriff position.

Thanks,
Rocio

Ex Parte694

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County of San Mateo
Assistant Sheriff - Unclassified

CLASS CODE	B245	SALARY	\$99.73 - \$124.68 Hourly \$7,978.40 - \$9,974.40 Biweekly \$17,286.53 - \$21,611.20 Monthly \$207,438.40 - \$259,334.40 Annually
REVISION DATE	August 24, 2004		

Definition

Plan, organize, direct and coordinate multiple major divisions of the Sheriff's Department which include operations, detention, custody, support and administration; develop and implement program goals, policies and priorities; and provide highly responsible and complex administrative support to senior level management within assigned area of specialization.

SUPERVISION RECEIVED AND EXERCISED

Receive general direction from the Sheriff or Undersheriff. Exercise direct and indirect supervision over lower level supervisory, professional, technical and clerical employees.

Examples Of Duties

Duties may include, but not limited to, the following:

- Plan, organize, coordinate and direct the programs and activities of multiple divisions of the Sheriff's Department.
- Consult with and advise other County staff and the public regarding pertinent policy issues and participate in the development of standards and programs relating to these policies.
- Monitor current and proposed federal, state, and local legislation to assess its impact and to develop the County's legislative response either in support of or opposition to such legislation.
- Consult and cooperate with other department managers on relevant aspects of the department; discuss organization problems, develop alternative strategies for dealing with those problems; assist in implementation of solutions, as necessary.
- Direct and counsel assigned staff in the planning, budgeting and record systems needed to monitor and evaluate the effectiveness of the assigned program responsibilities.
- Assist in the preparation and administration of the Department budget.
- Perform a variety of special assignments, prepare complex analytical and statistical reports in any of several areas of human resource planning, as assigned.
- Perform related duties as assigned.

Qualifications

Knowledge of:

Ex Parte695

- Applicable federal, state and local laws, codes, ordinances and court decisions applicable to the assigned division.
- Advanced principles and practices of modern law enforcement administration and criminal investigation.
- Principles of financial administration, including public budgeting and financial analysis.
- Computer systems and applications as used within the County.
- Principles of personnel training, supervision and evaluation.

Skill/Ability to:

- Direct and participate in advanced administration and operational activities related to the divisions.
- Coordinate program area activities with other divisions, departments, programs and/or outside agencies.
- Direct and participate in the analysis of a wide variety of moderate to complex administrative/operational problems and make effective operational and/or procedural recommendations.
- Develop and administer policies, guidelines and procedures related to the divisions.
- Use the appropriate interpersonal style and methods of communication to gain acceptance, cooperation, or agreement of a plan, activity, and/or program idea.
- Negotiate agreements between differing individuals and groups of individuals.
- Monitor current and proposed federal, state and local legislation that impact on the division.
- Supervise, evaluate and train assigned personnel.
- Communicate effectively both orally and in writing.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.
- Meet State of California POST medical and physical standards for law enforcement personnel.

Education and Experience:

Any combination of education and experience that would likely provide the required knowledge, skills and abilities is qualifying. A typical way to qualify is:

Five years of increasingly responsible experience performing a wide variety of administrative and managerial duties in a large, protective services agency including two years in a senior level administrative or management position.

Licensure/Certification:

- Possession of a Class C California driver license or equivalent.
- Candidates must acquire an Advanced Certificate in law enforcement issued by the State of California Commission on Peace Officer Standards and Training within one year of appointment.

Other Requirements:

Refrain from using tobacco products at anytime for employees hired by the County after October 1, 2004.

Previous Classification

Sheriff's Commander

Exhibit 60

Ex Parte697

CONFIDENTIAL

From: SHERIFFS_Backgrounds
To: Dorothy Brandt
Subject: FW: Concerns Regarding the Interview Process for Ashley Razo
Date: Monday, November 18, 2024 12:42:37 PM
Attachments: image001.png

From: Heather Enders <herders@smcgov.org>
Sent: Monday, November 18, 2024 12:31 PM
To: Christina Corpus <CCorpus@smcgov.org>
Cc: Daniel Perea <dperea@smcgov.org>; Irfan Zaidi <izaidi@smcgov.org>; Ximena Burns <xburns@smcgov.org>; SHERIFFS_Backgrounds <SHERIFFS_Backgrounds@smcgov.org>
Subject: Concerns Regarding the Interview Process for Ashley Razo

Dear Sheriff Corpus,

I hope this message finds you well. I am writing to address a series of concerning events related to the interview and subsequent handling of LECS student Ashley Razo.

As you know, on November 7th, we conducted an interview with Ms. Razo as part of her application process. The interview panel included Sgt. Jimmy Chan and Valerie Barnes, both of whom ultimately determined that Ms. Razo was not suitable to move forward in the process. However, earlier that day, Detective Mike Garcia approached Sgt. Chan to inform him that Ms. Razo, being a LECS student, had been personally prepared for the interview by Detective Garcia, and that he expected her to perform well.

That same evening, at 6:21 pm, then Chief of Staff Victor Aenlle contacted me to convey that you were upset for several reasons:

1. That Valerie Barnes was part of the panel and could "not be trusted."
2. That the interview results for Ms. Razo should be rescinded and that she should be "passed."
3. That you wished for Dorothy Brandt to be removed from interview duties, which currently make up about 25% of her weekly responsibilities.

Shocked by the conversation, I asked for time to look into the matter. After reviewing the situation, I called back and explained that the proper course of action would be to maintain the "failed interview" outcome, and that Ms. Razo could re-apply for the Correctional Officer position if she chose to do so. I also expressed that any other course of action would put our office in a very difficult and legally compromising position.

Subsequently, I learned from Dorothy that Ms. Razo had already been placed in the backgrounds process. According to Nicole Mejia, a Management Analyst, Lt. Zaidi instructed her to change the interview results in NeoGCV, our application management system. Nicole mentioned that Lt. Zaidi stood over her shoulder while she altered the interview outcome. Although Nicole felt uncomfortable doing so, she felt pressured to comply. However, she later changed the results back to "failed interview".

Most recently, today, Lt. Zaidi informed me that he was told by Undersheriff Perea that you still wish for Ms. Razo to move forward in the background process.

Ex Parte698

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At this point, I must make it clear that no member of the Professional Standards Bureau will engage in actions that undermine or interfere with the integrity of the civil service process under any circumstances. The interview and application process for Deputy Sheriff Trainee positions must be upheld, and any deviation from this would be inappropriate and unacceptable.

As such, Ms. Razo will be removed from Guardian, and her application will not proceed. If she wishes to reapply, she is welcome to pursue the position of Correctional Officer, where she may be reconsidered in the future.

I trust you understand the seriousness of this matter, and I appreciate your attention to the importance of maintaining the integrity of our hiring and promotion processes.

Thank you for your time and consideration.

Sincerely,



Heather Enders, Human Resources Manager
San Mateo County Sheriff's Office

Professional Standards Bureau

330 Bradford Street 5th Floor

Redwood City, CA 94063

650-363-4872

www.smcsheriff.com

PEOPLE FIRST – SERVICE ABOVE SELF

Ex Parte699

CONFIDENTIAL

Exhibit 61



Stephen M. Wagstaffe, District Attorney
COUNTY OF SAN MATEO

SHIN-MEECHANG
CHIEF DEPUTY

REBECCA L. BAUM • MORRIS MAYA • JOSHUA K. STAUFFER
ASSISTANT DISTRICT ATTORNEYS

500 COUNTY CENTER, 3rd FLOOR, REDWOOD CITY, CALIFORNIA 94063 (650) 363-4636

FOR IMMEDIATE RELEASE

DATE: Monday, December 16, 2024

TO: Media Members

FROM: Stephen M. Wagstaffe, District Attorney

SUBJECT: Prosecution Decision Regarding Deputy Carlos Tapia

On Tuesday afternoon, November 12, 2024 the San Mateo County Sheriff's Office conducted a warrantless arrest of Deputy Carlos Tapia for felony charges of timecard fraud in violation of Penal Code sections 487(A) grand theft and 532(A) obtaining money by false pretenses, occurring between January 1, 2024 and October 18, 2024. The Sheriff's Office submitted the case to the District Attorney's Office for review and prosecution the next morning, Wednesday, November 13, 2024. This was the first time the case was submitted to the District Attorney's Office for review.

Over the course of the following month the District Attorney's Office conducted a thorough and detailed investigation into the allegations. We have concluded based on the follow-up investigation that no crime was committed by Deputy Carlos Tapia, that the complete investigation showed that there was no basis to believe any violation of law had occurred, and finally that Deputy Tapia should not have been arrested.

The Sheriff's Office investigation was conducted entirely by an assigned Acting Assistant Sheriff who reviewed timecard records for Deputy Tapia. The Acting Assistant Sheriff's investigation was extraordinarily limited and did not involve necessary follow-up investigation to examine the accuracy of the allegations. The Acting Assistant Sheriff noted in his report that the investigation was on-going and more needed to be done. Nevertheless, the Assistant Sheriff reported that the Sheriff's Office executive leadership directed that Deputy Tapia be arrested on November 12, 2024 without that additional investigation being conducted.

After the Assistant Sheriff submitted the case for prosecution on November 13, 2024, District Attorney's Office investigators proceeded over the next month to conduct the complete investigation. This included interviews of the investigating Acting Assistant Sheriff, of the Sergeants and Lieutenant who supervised Deputy Tapia and verified his work schedule and work assignments, Human Resources Management Analysts who

Ex Parte701

verified the MOU rules allowing Deputy Tapia release time for his Deputy Sheriff's Association work, the Assistant County Controller regarding payroll rules, the Sheriff's Office Director of Finance and payroll coordinators, and County Public Works staff regarding building log-ins and log-outs. Additionally, a full interview of Deputy Carlos Tapia himself was conducted. Documentary evidence was collected to corroborate verbal statements and interviews were recorded.

At the conclusion of the interview of the investigating Acting Assistant Sheriff, District Attorney investigators discussed with the Acting Assistant Sheriff the additional information learned during the course of the District Attorney's Office follow-up investigation. The Acting Assistant Sheriff repeated several times that the follow-up investigation definitively established that there is no case against Deputy Tapia and he is not guilty of any criminal conduct.

It is my conclusion that the evidence establishes without question that Deputy Carlos Tapia did not commit grand theft, theft by false pretenses or any sort of timecard fraud. There were clerical errors in the manner in which work hours were coded but nothing showing criminal intent or criminal conduct. Additionally there was no monetary loss to the Sheriff's Office by the miscoding. Therefore, we deem this matter closed.

I will be available in the afternoon of December 16, 2024 for any interviews or questions regarding the Deputy Carlos Tapia case. Please direct any questions to District Attorney Stephen Wagstaffe (650) 353-4752.

Exhibit 62

2024-12-24 Mercury News, San Mateo County Deputy Sheriff's Association President
Carlos Tapia turns himself in, Youtube

<https://www.youtube.com/watch?v=hr9cCuX0pvY>

Exhibit 63

Ex Parte705

CONFIDENTIAL

From: [Daniel Reynolds](#)
To: [Daniel Perea](#)
Subject: Sheriff's decision requested
Date: Wednesday, January 29, 2025 4:42:00 PM
Attachments: [image001.jpg](#)
[01292025 CHRISTINA CORPUS.pdf](#)

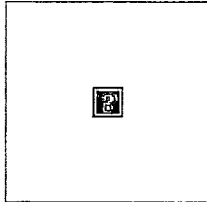
US PEREA:

I respectfully request the Sheriff's decision regarding the employee's actions detailed in the attached. I concur with Sgt Fava's recommendation of immediate termination. The CO was hired on 04/15/24, so probation will end 10/15/25.

Respectfully,
Dan

Dan Reynolds
Lieutenant
San Mateo County Sheriff's Office
Professional Standards Bureau
(650) 363-4692
dreynolds@smcgov.org

DIGNITY ★ COMPASSION ★ RESPECT



Ex Parte706

CONFIDENTIAL



SHERIFF

CHRISTINA CORPUS

SAN MATEO COUNTY SHERIFF'S OFFICE

DATE: January 29, 2025
TO: Lieutenant Dan Reynolds
FROM: Sergeant Joe Fava
SUBJECT: 24UOF-051 Recommendation

On August 17, 2024, at approximately 0130 hours, Shawn Bell-Jones was re-housed from the Maple Street Correctional Center (MSCC) to the Maguire Correctional Facility (MCF) due to his disruptive behavior at MSCC. Upon his arrival at MCF, Bell-Jones was brought to a search cell, where he was searched by Correctional Officer Martinez-Torres.

During the search, Bell-Jones was uncooperative and did not follow staff directions. Due to his refusal to comply, Correctional Officer Martinez-Torres instructed Bell-Jones to turn around and place his hands behind his back so he could be placed in handcuffs. Bell-Jones tensed up and pulled away from Martinez-Torres. At this time, Martinez-Torres requested assistance from other jail staff. Correctional Officers Garcia, Ross, Deputy Sheriff Trainee S. Dominguez, and Deputy Tehan responded to assist.

Bell-Jones continued to resist correctional staff and was eventually placed on the ground. In reviewing the video of the incident, I observed a gloved hand (later determined to be that of Correctional Officer Martinez-Torres) cupped around Bell-Jones' neck. Martinez-Torres had four fingers on the right side of Bell-Jones' neck and his thumb on the left side. I recognized this hand positioning as consistent with strangulation. The hand remained on the neck for approximately four seconds. While Martinez-Torres' hand was on his neck, Bell-Jones can be heard saying, "Get your hand off me!"

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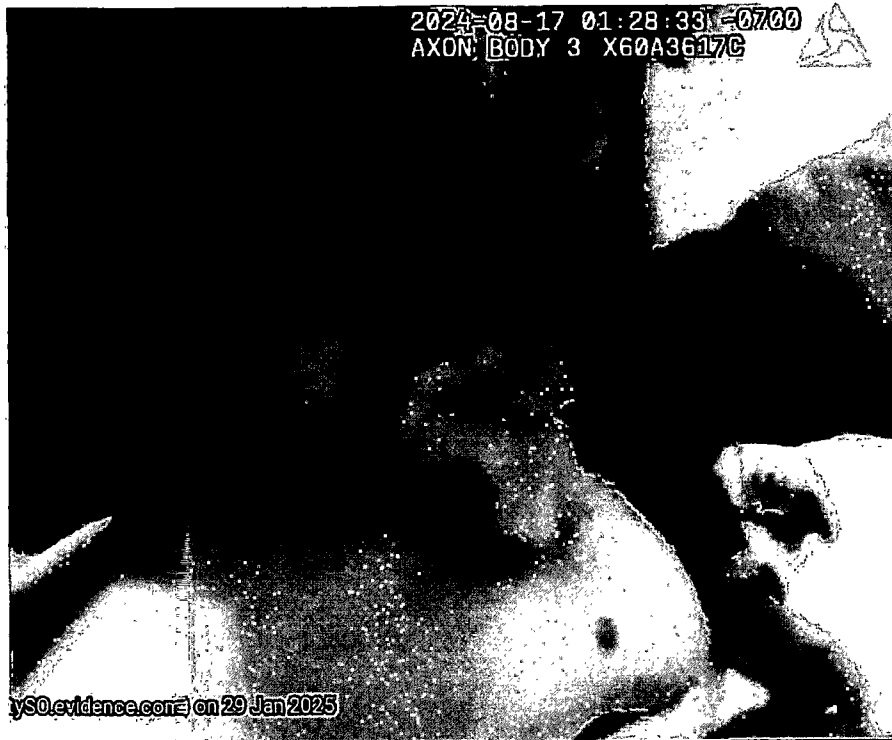
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Ex Par

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A few moments later, Martinez-Torres placed his left forearm across Bell-Jones' neck for approximately two seconds. While Martinez-Torres' arm was across his neck, Bell-Jones can be heard saying, "Get your hand off my neck!"



Initially, I was unable to determine who the gloved hand belonged to, but after reviewing body-worn camera (BWC) footage from Correctional Officer Ross and Deputy Tehan, I was able to confirm that it was Martinez-Torres' hand and arm.

It was noted that when Martinez-Torres had his hand on Bell-Jones' neck, Bell-Jones was being given commands to turn over. However, the placement of Martinez-Torres' hand on Bell-Jones' neck would have prevented him from rolling over.

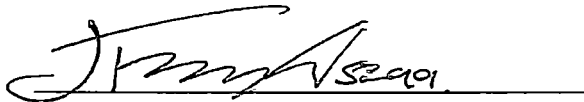
I also reviewed the report for this incident. Martinez-Torres did not document placing his hand on Bell-Jones' neck or provide an explanation as to why he believed it was necessary.

In reviewing the video, Bell-Jones is seen resisting staff, but there is no apparent justification for staff to place their hands or arms on the front of his neck. At the time of the incident, at least four staff members were present in the search cell, Bell-Jones was on the ground, and he was naked (with no place to conceal a weapon). There is no indication in the video or the reports that Bell-Jones was armed. Based on my training and experience, I know that the front of the neck—especially the throat—is a prohibited impact area, and staff are not trained to touch or apply force to the front of the neck unless it is a deadly force situation.

The incident was documented by Sergeant Kellie under 24UOF-051. The report was reviewed by Captain Fogarty, who requested further investigation.

Conclusion:

Correctional Officer Martinez-Torres is a probationary employee and has more likely than not violated multiple Sheriff's Office policies. Additionally, Martinez-Torres' hand placement, which appears consistent with strangulation, would likely shock the conscience of the public if seen. Given that this incident occurred several months ago, I recommend that Correctional Officer Martinez-Torres be released from probation immediately.

A handwritten signature in black ink, appearing to read "Joe Fava", is written over a horizontal line.

Joe Fava, Sergeant
Professional Standards Bureau

Exhibit 64

Ex Parte711

CONFIDENTIAL



SHERIFF

CHRISTINA CORPUS

SAN MATEO COUNTY SHERIFF'S OFFICE

DATE: January 29, 2025
TO: Lieutenant Dan Reynolds
FROM: Sergeant Joe Fava
SUBJECT: 24UOF-051 Recommendation

On August 17, 2024, at approximately 0130 hours, Shawn Bell-Jones was re-housed from the Maple Street Correctional Center (MSCC) to the Maguire Correctional Facility (MCF) due to his disruptive behavior at MSCC. Upon his arrival at MCF, Bell-Jones was brought to a search cell, where he was searched by Correctional Officer Martinez-Torres.

During the search, Bell-Jones was uncooperative and did not follow staff directions. Due to his refusal to comply, Correctional Officer Martinez-Torres instructed Bell-Jones to turn around and place his hands behind his back so he could be placed in handcuffs. Bell-Jones tensed up and pulled away from Correctional Officer Martinez-Torres. At this time, Correctional Officer Martinez-Torres requested assistance from other jail staff. Correctional Officers Garcia, Ross, Deputy Sheriff Trainee S. Cominguez, and Deputy Tehan responded to assist.

Bell-Jones continued to resist correctional staff and was eventually placed on the ground. In reviewing the video of the incident, I observed a gloved hand (later determined to be that of Correctional Officer Martinez-Torres) cupped around Bell-Jones' neck. Correctional Officer Martinez-Torres had four fingers on the right side of Bell-Jones' neck and his thumb on the left side. I recognized this hand positioning as consistent with strangulation. The hand remained on the neck for approximately four seconds. While Correctional Officer Martinez-Torres' hand was on his neck, Bell-Jones can be heard saying, "Get your hand off me!"

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Ex Parte 712

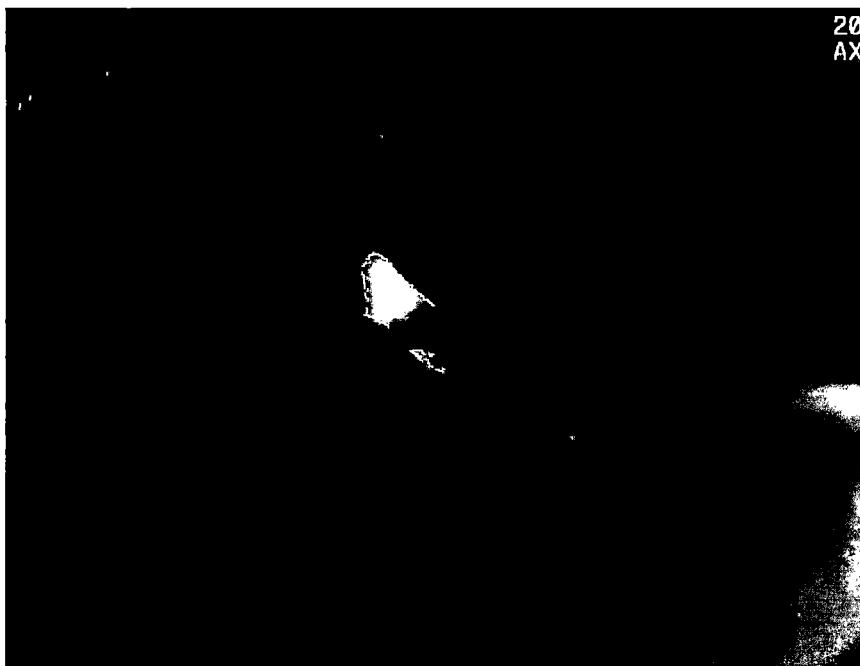
CONFIDENTIAL



A few moments later, Correctional Officer Martinez-Torres placed his left forearm across Bell-Jones' neck for approximately two seconds. While Correctional Officer Martinez-Torres' arm was across his neck, Bell-Jones can be heard saying, "Get your hand off my neck!"



Initially, I was unable to determine who the gloved hand belonged to, but after reviewing body-worn camera (BWC) footage from Correctional Officer Ross and Deputy Tehan, I was able to confirm that it was Correctional Officer Martinez-Torres' hand and arm. I made this determination, by watching the video from different angles. In both angles, I was able to see that Correctional Officers Martinez-Torres, Ross, and Deputy Sheriff Trainee Dominguez are controlling Bell-Jones' upper body. Correctional Officer Martinez-Torres is the only person wearing gloves, not only near the upper portion of Bell-Jones' body but also seems to be the only staff member wearing gloves in the search cell at the time. Correctional Officer Ross' and Deputy Sheriff Trainee Dominguez's ungloved hands are seen above. Additionally, I was able to see a portion of Correctional Officer Martinez-Torres' nametag with his gloved hand in the frame of Correctional Officer Ross' BWC.



Link to Correctional Officer Ross' BWC (observations detailed above are made in the first minute of the video):

https://sanmateocountyso.evidence.com/axon/evidence?evidence_id=a5b247a71b7143e7996f0efa55b9a343&partner_id=92b33fa776744db49d575527e507193e

Link to Deputy Tehan's BWC (observations made detailed above are after the first minute of the video):

https://sanmateocountyso.evidence.com/axon/evidence?evidence_id=06df7791020f4a44a4044e83027cddb6&partner_id=92b33fa776744db49d575527e507193e

It was noted that when Correctional Officer Martinez-Torres had his hand on Bell-Jones' neck, Bell-Jones was being given commands to turn over. However, the placement of Correctional Officer Martinez-Torres' hand on Bell-Jones' neck would have prevented him from rolling over.

I also reviewed the report for this incident. Correctional Officer Martinez-Torres did not document placing his hand on Bell-Jones' neck or provide an explanation as to why he believed it was necessary.

In reviewing the video, Bell-Jones is seen resisting staff, but there is no apparent justification for staff to place their hands or arms on the front of his neck. At the time of the incident, at least four staff members were present in the search cell, Bell-Jones was on the ground, and he was naked (with no place to conceal a weapon). There is no indication in the video or the reports that Bell-Jones was armed. Based on my training and experience, I know that the front of the neck—especially the throat—is a prohibited impact area, and staff are not trained to touch or apply force to the front of the neck unless it is a deadly force situation.

The incident was documented by Sergeant Kellie under 24UOF-051. The report was reviewed by Captain Fogarty, who requested further investigation.

Conclusion:

Correctional Officer Martinez-Torres is a probationary employee and has more likely than not violated multiple Sheriff's Office policies. Additionally, Correctional Officer Martinez-Torres' hand placement, which appears consistent with strangulation, would likely shock the conscience of the public if seen. Given that this incident occurred several months ago, I recommend that Correctional Officer Martinez-Torres be released from probation immediately.

Joe Fava, Sergeant
Professional Standards Bureau

Exhibit 65

2025.02.06 Video of DSA Support for Measure A

<https://www.ktvu.com/news/san-mateo-county-leaders-urge-residents-remove-sheriff-christina-corpus>

Ex Parte 718

Exhibit 66

CLAIM AGAINST THE COUNTY OF SAN MATEO

(Please print legibly or type. Please do not use pencil)

Claimant's Name:	Carlos Tapia		
Claimant's Address:	Contact Grant Winter, Mastagni Holstedt, APC, 1912 I Street		
City: Sacramento	State: CA	ZIP Code: 95811	Phone: 916-491-4252

Amount of Claim:	\$ Exceeds \$10,000
------------------	---------------------

Address to which notices are to be sent (if different than above): Same as above.	RECEIVED IN THE OFFICE OF FEB 21 2025 CLERK OF THE BOARD OF SUPERVISORS
--	---

Date of incident:	11/12/2024	Location of Incident:
		San Mateo County Sheriff's Office

How did it occur (describe damage or loss): See Attachment.
--

Name of Public Employee(s) causing injury, damage, or loss (if known):
1. See Attachment for identification of known public employees.
2.

Itemization of Claim: List Item(s) that total the amount above:	
1. See Attachment.	\$
2.	\$
3.	\$
4.	\$
TOTAL	\$

I declare under penalty of perjury that the foregoing is true and correct:

Dated at Sacramento, California, on February 18th 2025 **Ex Parte 720**

Signature of Claimant: Grant A. Winter, attorney for Carlos Tapia

Return to: CLAIMS, Board of Supervisors, 500 County Center, 5th FL., Redwood City, CA 94063

1 DAVID P. MASTAGNI (SBN 57721)
2 GRANT A. WINTER (SBN 266329)
3 **MASTAGNI HOLSTEET, A.P.C.**
4 1912 I Street
5 Sacramento, CA 95811
6 Telephone: (916) 446-4652
7 Facsimile: (916) 447-4614
8 Email: *gwinter@mastagni.com*

9 Attorneys for Claimant Carlos Tapia

10 CARLOS TAPIA, an individual; SAN
11 MATEO COUNTY DEPUTY SHERIFF'S
12 ASSOCIATION

13 Claimant,

14 vs.

15 COUNTY OF SAN MATEO, a municipal
16 corporation; CHRISTINA CORPUS,
17 individually and in her official capacity;
18 VICTOR AENLLE, individually and in his
19 official capacity; DAN PEREA, individually
20 and in his official capacity; MATTHEW FOX,
21 individually and in his official capacity; and
22 DOES 1 through 100 inclusive,

23 Respondents.

**ATTACHMENT TO CLAIM AGAINST
THE COUNTY OF SAN MATEO**

INTRODUCTION

24 1. The filing of this Government Claim should not be construed as waiving Claimant's right to
25 file any claims excluded under California Government Code (Cal. Gov. Code) § 905, including but
26 not limited to claims brought under 42 U.S.C. § 1983. Claimant makes the following claim for
27 damages pursuant to Cal. Gov. Code § 905.

28 2. Claimant is a peace officer with privacy protections that do not allow for the public posting of
his address or telephone number pursuant to Cal. Gov. Code §§ 6254.21 and 6254.24. Claimant may

1 be reached through his attorney, Grant A. Winter at 1912 I Street, Sacramento, CA 958311 or via
2 telephone at 916-491-4252.

3 3. Claimant CARLOS TAPIA is, and was at all times relevant to this complaint, a resident of
4 the State of California.

5 4. Respondent COUNTY OF SAN MATEO is a "local public entity" within the meaning of
6 Cal. Gov. Code § 940.4. It is duly organized and existing under the laws of the State of California and
7 manages and operates the San Mateo County Sheriff's Office.

8 5. Respondent CHRISTINA CORPUS is, and was at all times relevant to this complaint, the
9 Sheriff for the San Mateo County Sheriff's Office. For all events cited in this complaint, she was acting
10 within the scope of her employment. This complaint is brought against her in both her official and
11 individual capacities. Sheriff Corpus is a final decision and policy maker for the San Mateo County
12 Sheriff's Office, given that she makes official and independent determinations about discipline,
13 promotions, demotions, training, supervision, and other personnel matters for the San Mateo County
14 Sheriff's Office. She is also authorized to order arrests of individuals within the San Mateo County
15 Sheriff's Office's jurisdiction.

16 6. Respondent VICTOR AENLLE is, and was at all times relevant to this complaint, an
17 Executive Consultant or Executive Director or Chief of Staff at the San Mateo County Sheriff's Office.
18 For all events cited in this complaint, he was acting within the scope of his employment. This
19 complaint is brought against him in both his official and individual capacities. Mr. Aenlle is a final
20 decision maker for the San Mateo County Sheriff's Office, given that he served as Sheriff Corpus's
21 Chief of Staff and advised her on all major decisions regarding actions taken by the San Mateo County
22 Sheriff's Office, to include personnel decisions.

23 7. Respondent MATTHEW FOX is, and was at all times relevant to this complaint, employed
24 by the San Mateo County Sheriff's Office. From September 2024, until the end of his employment in
25 November 2024, Mr. Fox served as the Acting Assistant Sheriff for the San Mateo County Sheriff's
26 Office. For all events cited in this complaint, he was acting within the scope of his employment. This
27 complaint is brought against him in both his official and individual capacities. Mr. Fox was a final
28 decision maker for the San Mateo County Sheriff's Office, given his position as part of the Sheriff's

1 Executive Staff.

2 8. Respondent DAN PEREA is, and was at all times relevant to this complaint, employed by
3 the San Mateo County Sheriff's Office. Mr. PEREA served as the Undersheriff for the San Mateo
4 County Sheriff's Office. For all events cited in this complaint, he was acting within the scope of his
5 employment. This complaint is brought against him in both his official and individual capacities. Mr.
6 Perea was a final decision-maker for the San Mateo County Sheriff's Office, given his position as part
7 of the Sheriff's Executive Staff.

8 9. Mr. Tapia is ignorant of the true names and capacities of respondents identified herein as
9 DOES 1 through 100, inclusive, and therefore brings this complaint against said respondents by such
10 fictitious names. Mr. Tapia will amend this complaint to allege their true names and capacities when
11 ascertained. Mr. Tapia is informed and believes, and therefore alleges, that each of the DOE
12 respondents is legally responsible and liable for the incidents, injuries, and damages set forth in this
13 complaint. Each respondent proximately caused injuries and damages because of their actions,
14 omissions, negligence, breach of duty, negligent supervision, management, or control. This occurred
15 and in violation of law and of public policy. Each respondent is liable for their personal conduct,
16 vicarious and/or imputed negligence, fault, or breach of duty, whether severally or jointly, or whether
17 based upon agency, employment, ownership, entrustment, custody, care, control, or upon any other
18 act or omission, including policy or custom.

19 10. In committing the acts and/or omissions alleged in this complaint, respondents, and each
20 of them, acted within the course and scope of their employment as hired, elected, or appointed
21 employees of the County of San Mateo.

22 11. In committing the acts and/or omissions alleged in this complaint, respondents, and each
23 of them, acted under color of authority and/or color of law.

24 12. Due to the acts and/or omission alleged in this complaint, respondents, and each of them,
25 acted as the agent, servant, and employee, and/or in concert with every other respondent. The term
26 "respondent" or "respondents" in this complaint shall be inclusive of each of the respondents, to
27 include both named and DOE respondents.
28

1 **STATEMENT OF FACTS**

2 13. Claimant Carlos Tapia (hereafter, "Mr. Tapia") has served the San Mateo County Sheriff's
3 Office (hereafter, "Sheriff's Office") in varying capacities for the past 15 years. Mr. Tapia has served
4 in roles ranging from a Correctional Officer to a Deputy Sheriff.

5 14. Mr. Tapia has also served as the President of the San Mateo County Deputy Sheriff's
6 Association ("DSA") since August 2022. The DSA is the official union for all Deputy Sheriffs and
7 Correctional Officers in San Mateo County. The Sheriff directly oversees all the Deputy Sheriffs and
8 Correctional Officers in the County of San Mateo.

9 15. The Sheriff of San Mateo County is a voter-elected position. The most recent election for
10 the office of Sheriff was in June 2022. The race was between the incumbent, Carlos Bolanos (hereafter,
11 "Mr. Bolanos"), and Respondent Christina Corpus (hereafter, "Sheriff Corpus"). Mr. Bolanos and
12 Sheriff Corpus possessed a great deal of animosity towards each other and ran for the position of
13 Sheriff on opposing platforms. The election was, in general, contentious. The DSA declined to endorse
14 Sheriff Corpus during the election, despite her request that they do so.

15 16. Mr. Tapia became Acting President of the DSA in August 2022, after David Wozniak
16 (hereafter, "Mr. Wozniak") stepped down. In addition to serving as President of the DSA during the
17 election, Mr. Wozniak had also organized a preexisting Political Action Committee which ultimately
18 endorsed Mr. Bolanos. Sheriff Corpus reacted negatively to this, calling the process by which the
19 Political Action Committee decided on its endorsement a "charade orchestrated by my opponent,
20 which is little more than an extension of the existing power structure." Sheriff Corpus also expressed
21 personal dislike for Mr. Wozniak. Mr. Wozniak remained on the Board as Vice President of the DSA
22 to assist Mr. Tapia with the transition.

23 17. At some point between the June 2022 election and taking office in January of 2023, Sheriff
24 Corpus formed a team to assist with her transition into the Office of the Sheriff (hereinafter, "the
25 Transition Team"). One of the members named to the Transition Team was Respondent Victor Aenlle
26 (hereafter, "Mr. Aenlle"). Mr. Aenlle had worked on Sheriff Corpus's campaign during the election
27 and was subsequently appointed as an "Executive Consultant" to the Transition Team. When Corpus
28 took office in January 2023 she made Aenlle a member of her "Executive Staff" including giving him

1 the role of "Chief of Staff." In approximately July 2023, Mr. Aenlle was promoted to the newly-
2 created position of "Executive Director of Administration", a position he assumed in approximately
3 August 2023, he remained in his position as "Chief of Staff."

4 18. In approximately September 2022, Mr. Aenlle expressed to Mr. Tapia that Mr. Tapia "did
5 not deserve" the position of President of the DSA. Further, that Mr. Aenlle was disappointed that Mr.
6 Wozniak remained on the Board, as Mr. Aenlle believed that Mr. Wozniak was too supportive of Mr.
7 Bolanos and would be hostile to Sheriff Corpus's administration.

8 19. In approximately October 2022, Mr. Aenlle approached Mr. Tapia about an incident where
9 an employee of the Sheriff's Office had witnessed Mr. Aenlle boarding a plane to Hawaii with Sheriff
10 Corpus. Both Mr. Aenlle and Sheriff Corpus were married at the time, but neither of their spouses
11 were on the flight. Mr. Aenlle stated to Mr. Tapia that there were rumors being spread that Mr. Aenlle
12 and Sheriff Corpus were having an affair. Mr. Aenlle stated that he hoped Mr. Tapia would help dispel
13 those rumors.

14 20. In approximately November 2022, Sheriff Corpus called Mr. Tapia in tears, stating that
15 Respondent Matthew Fox (hereafter, "Mr. Fox")—at the time, an employee of the Daly City Police
16 Department—had informed her that an employee of the Sheriff's Office accused Sheriff Corpus and
17 Mr. Aenlle of having an affair during a conversation where Mr. Tapia was present. Sheriff Corpus felt
18 that Mr. Tapia should have done more to intervene and stop the conversation because Tapia was
19 president of the San Mateo County Deputy Sheriff's Association and Corpus wanted Tapia to exercise
20 his power in that way – stopping members from speaking about the Sheriff. Mr. Tapia subsequently
21 received a phone call from Mr. Aenlle, who also expressed his "disappointment" with Mr. Tapia for
22 not doing more to "handle the situation."

23 21. In approximately January 2023, Mr. Aenlle approached Mr. Tapia about some text
24 messages Mr. Aenlle had seen in a DSA Board group text, in which a member of the Board accused
25 Mr. Aenlle of not having the requisite qualifications for his job. Mr. Aenlle was upset with Mr. Tapia
26 for not exercising his power as DSA president to stop his members from speaking unfavorably about
27 Aenlle.

28 22. In the summer and fall of 2024, the San Mateo County Board of Supervisors commissioned

1 an independent investigation into the Sheriff's Office, including allegations against Corpus and
2 Aenlle. In the investigative report issued by retired judge LaDoris Cordell (hereafter, "Judge Cordell"),
3 described in paragraph 3E of this complaint, Mr. Aenlle was described as "the third in command",
4 with both sworn and civilian employees in the Sheriff's Office being ordered to report to him. Mr.
5 Aenlle reportedly stated to an employee: "If I give you an order, it's as if it is coming directly from
6 the Sheriff." Mr. Aenlle is further cited as having given Sheriff Corpus directives on personnel
7 decisions, to include advising her on whether to fire various Deputy Sheriffs, weighing in on Internal
8 Affairs investigations, making pronouncements about the handling of relations with the DSA during
9 negotiations over the new overtime policy, and participating in the drafting of a memorandum detailing
10 the new overtime policy. In her report, Judge Cordell concluded: "It is abundantly clear that Sheriff
11 Corpus and Victor Aenlle have a personal relationship, beyond mere friendship. It is also clear that
12 that relationship has led Sheriff Corpus to relinquish control of the San Mateo County Sheriff's Office
13 to Victor Aenlle, someone who has far more experience as a Coldwell Banker associate real estate
14 broker than he has in law enforcement."

15 23. Also in approximately March 2023, Mr. Wozniak filed suit against San Mateo County,
16 Sheriff Corpus, and Mr. Aenlle.

17 24. Between approximately March 2023 and April 2024, Mr. Tapia was made privy to a
18 number of complaints from employees of the Sheriff's Office about working conditions, including
19 their treatment by Mr. Aenlle. Mr. Tapia told employees who came to him with complaints that, if
20 they wished to file an official complaint, the appropriate way to do so was through Human Resources.

21 25. In approximately April 2024, Mr. Aenlle approached Mr. Tapia and asked what Mr. Tapia
22 thought of "the lawsuit". Mr. Tapia asked Mr. Aenlle to specify, as various lawsuits had been filed
23 against the County regarding the Sheriff's Office. Mr. Aenlle specified that he meant Mr. Wozniak's
24 lawsuit. Mr. Tapia responded that Mr. Wozniak's lawsuit was none of Mr. Tapia's business. Mr.
25 Aenlle went on to state that Mr. Wozniak had "fucked up", was "going to pay" for going after Mr.
26 Aenlle, and that Mr. Aenlle had "a lot of money".

27 26. In approximately July 2024, Dan Perea (hereafter, "Undersheriff Perea") was hired as the
28 Undersheriff of San Mateo County. That same month, Undersheriff Perea approached Mr. Tapia about

1 the mandatory overtime policy for employees of the Sheriff's Office. Undersheriff Perea expressed a
2 desire to scrap the existing policy and replace it with a new one. Mr. Tapia, in his capacity as President
3 of the DSA, disagreed with this proposal and asked for further discussions prior to any changes. Mr.
4 Tapia later learned that the new policy was created by Mr. Aenlle and Mr. Fox, and Mr. Aenlle had
5 ordered Undersheriff Perea to speak with Mr. Tapia about it.

6 27. On or about August 9, 2024, Mr. Tapia was contacted by Judge Cordell. Judge Cordell
7 stated that she had been hired by the County of San Mateo to conduct an independent investigation
8 into complaints against Sheriff Corpus and Mr. Aenlle. Mr. Tapia agreed to participate in Judge
9 Cordell's information-gathering on working conditions at the Sheriff's Office. He provided Judge
10 Cordell an interview for her report.

11 28. On or about August 15, 2024, Mr. Tapia attended a meet and confer with Undersheriff
12 Perea and Sheriff Corpus. Mr. Tapia attended in his capacity as President of the DSA. Hector Acosta
13 was also present in his capacity as President of the Organization of Sheriff's Sergeants (hereafter,
14 "OSA"). The purpose of the meet and confer was to discuss the mandatory overtime policy. The
15 meeting became heated and ended without resolution of the mandatory overtime policy question. A
16 few hours after the meeting ended, Mr. Tapia received an email from the Payroll Unit, requesting that
17 he properly code his timecards for auditing purposes.

18 29. On or about August 23, 2024, Mr. Tapia received an e-mail from the Payroll Unit, stating
19 that he had not properly coded his timecard. Mr. Tapia called Van Enriquez (hereafter, "Mr.
20 Enriquez"), the employee who sent the e-mail, to inquire as to who had asked Mr. Enriquez to relay
21 that message. Mr. Enriquez declined to answer, stating that he did not want to get involved. Mr. Tapia
22 called Katy Roberts in Human Resources, who stated that she did not ask for Payroll to contact Mr.
23 Tapia.

24 30. On or about August 30, 2024, California Public Employment Relations Board (PERB)
25 complaints were filed against the Sheriff's Office on behalf of the DSA and OSA, alleging that Sheriff
26 Corpus and Mr. Aenlle had created a toxic work environment, failed to meet and confer with the
27 unions in good faith, and were retaliating against union members. The same day, the DSA sent an e-
28 mail to its membership, explaining the PERB process and holding a vote of no confidence against Mr.

1 Aenlle.

2 31. On or about September 11, 2024, the no confidence vote against Mr. Aenlle was completed.
3 Of the 318 members of the DSA who voted, 306 (96.23%) were in favor of the resolution expressing
4 no confidence in Mr. Aenlle. An e-mail was sent by the DSA to the Sheriff's Office leadership based
5 on these results.

6 32. On or about September 12, 2024, Mr. Aenlle was reported as saying to the San Mateo
7 Daily Journal: "They think that the only people they need to report to or answer to have to be sworn
8 and carry a big badge on them. I am Chief of Staff. The Undersheriff is her right hand, I'm her left
9 hand."

10 33. On or about September 17, 2024, a DSA, OSS, and Labor Council press conference was
11 held. Mr. Tapia was in attendance, in his capacity as President of the DSA, and spoke during the press
12 conference. During the press conference, the results of the vote of no confidence against Mr. Aenlle
13 were reported, as well as the violations alleged in the PERB complaint.

14 34. On or about September 20, 2024, Assistant Sheriff Ryan Monaghan (hereafter, "Mr.
15 Monaghan") was fired after confirming to Sheriff Corpus that he was interviewed by Judge Cordell
16 on September 17, 2024. Mr. Monaghan was replaced as Assistant Sheriff by Mr. Fox. Mr. Fox, at
17 some point between January 2023 and September 2024, had transitioned from the Daly City Police
18 Department to a role as Captain at the Sheriff's Office.

19 35. On or about October 4, 2024, the DSA and OSS received an e-mail from an attorney
20 representing Mr. Aenlle, demanding both unions retract the statements they had made during the
21 September 2024 press conference or face legal action. The PERB complaint was subsequently
22 amended to include an additional allegation that Mr. Aenlle, based on the letter, was continuing to
23 intimidate and retaliate against union members.

24 36. On or about November 12, 2024, Mr. Tapia was informed by Mr. Fox—through Mr.
25 Tapia's attorneys—that Mr. Tapia needed to surrender his service weapon and badge and turn himself
26 in to the Sheriff's Office. When Mr. Tapia arrived at the Sheriff's Office, he was advised that he was
27 under arrest for violating California Penal Code Section 487a (Grand Theft) and California Penal Code
28 Section 532 (Theft Under False Pretenses). Mr. Tapia was then escorted to jail and booked.

1 37. Also on or about November 12, 2024, Sheriff Corpus conducted a press conference
2 regarding Mr. Tapia's arrest, in which she stated: "I will not turn a blind eye when credible evidence
3 supports that a crime has been committed, whether it be a member of the public or a trusted member
4 of our office. There has been speculation and concern regarding potential conflicts of interest involving
5 internal and external figures who have been vocal about this inquiry." Mr. Tapia was released later
6 that day, on bail of \$10,000. His bail was paid for by the DSA.

7 38. Also on or about November 12, 2024, Mr. Tapia was served with paperwork notifying him
8 that he was being placed on administrative leave. The notification stated, among other provisions, that:
9 "You are directed to remain at your home between the hours of 8:00 a.m. to 5 p.m., Tuesday through
10 Friday, with a one-hour meal break from noon to 1:00 p.m. during which you are at liberty to leave
11 your residence. If you are unable to be reached by telephone during those hours while on this
12 assignment, the time that you are unavailable will be considered Absence without Leave (AWOL) and
13 disciplinary action will be taken." The letter was signed by Mr. Fox on behalf of Sheriff Corpus.

14 39. Also on or about November 12, 2024, a few hours after Mr. Tapia's arrest, Judge Cordell's
15 report was released to the public. The report alleged, among other allegations, that Sheriff Corpus had
16 an inappropriate relationship with Mr. Aenlle, that Sheriff Corpus and Mr. Aenlle retaliated against
17 officers and employees of the Sheriff's Office, and that Mr. Aenlle had exceeded the scope of his
18 employment. Judge Cordell sustained nearly all of the fifteen allegations made against Sheriff Corpus
19 and Mr. Aenlle in her 408-page report. Judge Cordell noted a pattern of retaliatory actions by Sheriff
20 Corpus and Mr. Aenlle against Sheriff's Office employees perceived as criticizing Sheriff Corpus or
21 Mr. Aenlle or otherwise pushing back against their personal and professional agendas. The report
22 received media coverage.

23 40. The independent investigator issued a report, which has been made public and is published
24 on the San Mateo County Board of Supervisor's website. The independent investigator's report and
25 conclusions included, among other things:

26 a. Corpus and Aenlle, who is described as her chief of staff, have a "personal relationship"
27 beyond mere friendship that creates a conflict of interest.

28 b. Corpus has uttered and texted racial and homophobic slurs in the workplace.

1 c. Corpus and her executive team, including Aenlle engaged in retaliation and
2 intimidation.

3 d. Aenlle has exceeded and/or abused his authority with the approval of Corpus.

4 e. Aenlle exercises authority well beyond that of supervising civilian personnel. With the
5 sheriff's approval, Aenlle has moved himself to the top of the chain of command so that he exercises
6 wide-ranging and sometimes abusive authority over both civilian and sworn employees.

7 f. Aenlle is not authorized to wear a badge that resembles the gold badges of sworn
8 employees and by doing so he has likely committed a misdemeanor for willfully wearing a facsimile
9 badge that could deceive a civilian into believing he is a sworn officer with full police powers. Corpus,
10 by issuing the gold badge to Aenlle, may have committed a misdemeanor, as well.

11 41. The independent investigator's report states the following, among other things:
12 "Despite their denials, there is factual evidence that Sheriff Corpus and Victor Aenlle have a personal
13 relationship, beyond mere friendship. In fact, the evidence establishes that they have had an intimate
14 relationship. This relationship has led Sheriff Corpus to relinquish control of the San Mateo County
15 Sheriff's Office to Aenlle, someone who has far more experience as a Coldwell Banker associate real
16 estate broker than he has in law enforcement."

17 42. The independent investigator's report states the following, among other things: "Aenlle
18 exercises authority well beyond that of supervising civilian personnel. With the Sheriff's approval,
19 Aenlle has moved himself to the top of the Chain of Command so that he exercises wide-ranging and
20 sometimes abusive authority over both civilian and sworn employees."

21 43. The independent investigator's report states the following, among other things:
22 "Aenlle interferes in personnel decisions concerning sworn employees."

23 44. The independent investigator's report states the following, among other things:
24 "Aenlle improperly gives directives to Sheriff Corpus."

25 45. The independent investigator's report states the following, among other things:
26 "Aenlle's actual authority is limited to the supervision of civilian personnel, yet his work at the
27 Sheriff's Office has far exceeded the responsibilities described in his job description. Aenlle's
28 approach to his responsibilities is best described in his statement to a sworn employee shortly after

1 Sheriff Corpus was elected: 'If I give you an order, it's as if it is coming directly from the Sheriff.'
2 With this statement, Aenlle, early on, signaled his intention to assume the power of the Sheriff. Aenlle
3 frequently invokes the phrase, 'at the direction of the Sheriff' in exercising his authority. By doing so,
4 Aenlle has succeeded in moving himself to the top of the Chain of Command. Unfortunately, Sheriff
5 Corpus has elected not to speak with this investigator. Even so, whether or not Sheriff Corpus has
6 explicitly given Aenlle this wide-ranging power over her Office is not the point. That the Sheriff
7 permits him to engage in this conduct is clear."

8 46. On or about November 15, 2024, Mr. Fox resigned from the Sheriff's Office. Mr. Fox was
9 responsible for the Sheriff's Office investigation into whether Mr. Tapia had committed a crime related
10 to his timecards. According to various news sources, Mr. Fox's report included statements that more
11 work needed to be done on the investigation. Mr. Fox's report was incomplete and his investigation
12 was ongoing at the time of Mr. Tapia's arrest. Although Sheriff Corpus's statement to the press
13 affirmed that Mr. Tapia's arrest had been coordinated with the District Attorney's Office, the District
14 Attorney's Office released a statement on December 16, 2024 noting that: "The Sheriff's Office
15 submitted the case to the District Attorney's Office for review and prosecution the next morning,
16 Wednesday, November 13, 2024. This was the first time the case was submitted to the District
17 Attorney's Office for review."

18 47. On or about November 18, 2024, Brian Philip (hereafter, "Mr. Philip") filed a claim against
19 the County of San Mateo. Mr. Philip had been an employee of the Sheriff's Office since August 2023.
20 Among his complaints to the County, Mr. Philip stated that he was forced to resign after refusing to
21 effectuate the November 2, 2024 arrest of Mr. Tapia. Mr. Philip stated that Undersheriff Perea had
22 ordered him to effectuate the arrest but would not provide a factual basis to warrant the arrest. Further,
23 Undersheriff Perea—upon Mr. Philip refusing the order, believing the arrest to be improper and illegal
24 retaliation against Mr. Tapia for exercising his union rights—ordered Mr. Philip to neither report the
25 arrest to Human Resources nor to the District Attorney's Office.

26 48. On or about December 16, 2024, District Attorney Steve Wagstaffe announced that no
27 charges would be filed against Mr. Tapia. He released the following statement to the press: "The
28 complete investigation showed that there was no basis to believe any violation of law had occurred,

1 and finally that deputy Tapia should not have been arrested." Mr. Wagstaffe further stated: "The
2 Acting Assistant Sheriff's investigation was extraordinarily limited and did not involve necessary
3 follow-up investigation to examine the accuracy of the allegations." In a separate statement to a new
4 organization, Mr. Wagstaffe noted: "We think that it is best for public confidence that a law
5 enforcement agency contact us as soon as they believe criminal conduct and let us investigate
6 it...rather than the agency investigating it themselves. But this is a choice to be made by the police
7 chief or sheriff. There is no rule or law requiring the referral to my office."

8 49. Also on or about December 16, 2024, Sheriff Corpus announced that there would be a
9 separate internal review into Mr. Tapia's actions. She said of the District Attorney's decision: "I'm
10 disappointed. But I'm not surprised. He has an independent office, and I didn't have to respect his
11 decision. But you know, with the information that I was presented. I felt that we had overwhelming
12 evidence."

13 50. As of the filing of this complaint, Mr. Tapia remains on administrative leave and under an
14 Internal Affairs investigation. Due to his inability to assume special duties and overtime, this has
15 significantly reduced the amount of money Mr. Tapia is able to earn during every two-week pay
16 period. For example, comparing Mr. Tapia's first pay period prior to placement on administrative
17 leave with his first complete pay period after placement on administrative leave, Mr. Tapia lost over
18 \$2,000 in pay. To date, Mr. Tapia has been on administrative leave for at least five pay periods. There
19 has been no indication of when or if Mr. Tapia can expect to resume his normal duties.

20 51. The actions taken by the respondents, to include an unlawful arrest and retaliatory
21 placement on administrative leave/initiation of an Internal Affairs investigation, have caused Mr.
22 Tapia great personal distress. Following his arrest and placement on administrative leave, Mr. Tapia
23 began seeking mental health treatment and was prescribed medication for anxiety and sleep
24 deprivation. Mr. Tapia's administrative leave order originally required him to remain inside of his
25 residence from 8 A.M. until 5 P.M. (with the exception of a 12:00 A.M. To 1:00 P.M.) lunch break.
26 Mr. Tapia was also ordered to be constantly and immediately available at home, or else be docked pay
27 for any amount of time he cannot be reached. Effectively, Mr. Tapia was on a monitored house arrest
28 40 hours a week, which has contributed to his distress. Subsequently he was given leave to conduct

1 DSA business on a very limited basis outside of his house – mostly limited to inside of the DSA office.
2 He is banned from entering Sheriff's Office facilities and is therefore effectively banned from
3 representing DSA members if they need representation or assistance within the Sheriff's Office
4 premises.

5 52. The actions taken by the respondents, to include an unlawful arrest and retaliatory
6 placement on administrative leave/initiation of an Internal Affairs investigation, have caused damage
7 to Mr. Tapia's reputation. Footage of his arrest was published in the news and is still readily available
8 online to anyone who searches Mr. Tapia's name on the Internet. Even after the District Attorney's
9 Office declined to pursue charges against Mr. Tapia, citing the absence of any evidence that Mr. Tapia
10 committed a crime, respondents refused to clear Mr. Tapia's name. Instead, Sheriff Corpus publicly
11 cited a continued belief that Mr. Tapia may have committed a crime. Further, disparaging the finding
12 of the District Attorney and stating that Mr. Tapia would be subject to an Internal Affairs investigation.
13 Indeed, Sheriff Corpus has made numerous statements to the media—in her capacity as Sheriff of San
14 Mateo County—indicating a belief that Mr. Tapia engaged in criminal misconduct.

15 53. On account of the actions taken by the respondents, the DSA has incurred numerous
16 expenses. This has included hiring attorneys to represent the DSA, hiring political and Public Relations
17 consultants to assist the DSA in its efforts to effectuate Sheriff Corpus's removal from office, and
18 paying Mr. Tapia's bail after his unlawful arrest.

19 54. The actions taken by the respondents constitute violations of Mr. Tapia's constitutional
20 rights, to include his First Amendment right to freedom of speech, First Amendment right to freedom
21 of association, Fourth Amendment right to be free of unlawful searches and seizures, and Fourteenth
22 Amendment right to procedural due process. Mr. Tapia has been targeted for a deprivation of these
23 rights by respondents for no other reason than his lawful exercise of the rights and responsibilities
24 associated with his role as President of the DSA.

25 55. The actions taken by the respondents constitute violations of various labor laws. This
26 includes laws meant to protect Mr. Tapia's right to engage in union activities, Mr. Tapia's right to
27 represent members of the DSA in their employment relations with the Sheriff's Office, Mr. Tapia's
28 right to expect the Sheriff's Office to comply with meet and confer requirements, and Mr. Tapia's

1 right to be free from discrimination or retaliation for engaging in union activities. *See, e.g.*, Cal. Gov.
2 Code §§ 3502, 3503, 3504, 3505, and 3506. Further, the actions taken by respondents constitute a
3 violation of labor laws meant to protect whistleblowers, such as Mr. Tapia, who participate in
4 investigations into an employer's noncompliance with with local, state, or federal rules or regulations.
5 *See, e.g.*, Cal. Lab. Code § 1102.5.

6 **DAMAGES CLAIMED**

7 56. As a result of the Respondents' conduct and/or omissions Mr. Tapia suffered the following
8 damages, both past and future, including but not limited to:

- 9 a. Loss of wages and earning opportunities, including but not limited to regular pay,
10 special duty pay, all other types of pay, at times past present and future;
- 11 b. Loss of holiday work pay, at times past present and future;
- 12 c. Loss of overtime pay, at times past present and future
- 13 d. Punitive damages;
- 14 e. Past, present, and future medical expenses;
- 15 f. All other special damages not yet incurred or herein cited;
- 16 g. General damages, including but not limited to loss of reputation and emotional
17 distress;
- 18 h. Statutory damages arising from violations of State and Federal Constitutional
19 rights;
- 20 i. Statutory damages arising from violations of other federal and State Statutory
21 violations;
- 22 j. All damages, penalties, attorney's fees and costs recoverable under 42 U.S.C. §
23 1983, and as otherwise allowed under California and United States statutes, codes,
24 and common law;
- 25 k. The costs of the suit herein incurred;
- 26 l. Any other relief not cited herein that could be deemed just and proper.

27 Taking into account the foregoing, the claim exceeds \$10,000 pursuant to Cal. Gov. Code §
28 910(f) and would constitute an unlimited civil case. Accordingly, Mr. Tapia requests the following

1 remedies:

- 2 a. Compensation for all damages suffered;
3 b. Compensation of expenses incurred by the DSA;
4 c. Immediate reinstatement from administrative leave;
5 d. A public statement clearing him of any wrongdoing.

6
7 DATED: 2/18/2025

MASTAGNI HOLSTEDT, A.P.C.

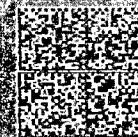
8
9 By: 

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BOARD OF SUPERVISORS



Claims, Board of Supervisors
500 County Center, 5th Floor
Redwood City, CA 94063

Ex Parte 736

Exhibit 67



PERB
California Public Employment
Relations Board

San Francisco Regional Office
1515 Clay Street, Suite 2206
Oakland, CA, 94612-1403
Telephone: (415) 654-2358
Jeremy.Zeitlin@perb.ca.gov



April 3, 2025

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555 Capitol Mall, Suite 300
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Re: *San Mateo County Deputy Sheriff's Association v. County of San Mateo*
Unfair Practice Charge No. SF-CE-2224-M
COMPLAINT

Dear Parties:

The Office of the General Counsel has issued the enclosed COMPLAINT in the above-entitled matter. The Respondent is required to file an **ANSWER** within twenty (20) calendar days from the date of service of the COMPLAINT, pursuant to PERB Regulation 32644.¹ The required contents of the **ANSWER** are described in PERB Regulation 32644(b).

If you have not filed a Notice of Appearance form, one should be completed and returned with your **ANSWER**. Please be aware that once legal counsel is designated, PERB will only correspond with that individual(s).

An informal settlement conference will be scheduled shortly. Please direct all inquiries, filings and correspondence to the undersigned. Designated legal counsel who do not attend the Informal Conference for any reason, must designate in writing consent that the meeting go forward in their absence, including, but not limited to the

¹ PERB's Regulations are codified at California Code of Regulations, title 8, section 31001 et seq. The text of PERB's Regulations may be found at www.perb.ca.gov.

Ex Parte 738

Unfair Practice Charge No. SF-CE-2224-M
April 3, 2025
Page 2

execution of a settlement agreement.

Sincerely,

/s/ Jeremy Zeitlin

Jeremy Zeitlin
Senior Regional Attorney

Enclosure

Ex Parte739

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD



SAN MATEO COUNTY DEPUTY SHERIFF'S
ASSOCIATION,

Charging Party,

v.

COUNTY OF SAN MATEO,

Respondent.

Case No. SF-CE-2224-M

COMPLAINT

It having been charged by Charging Party that Respondent engaged in unfair practices in violation of Government Code section 3500 et seq., the General Counsel of the Public Employment Relations Board (PERB), pursuant to Government Code sections 3509(b) and 3541.3(i) and California Code of Regulations, title 8, section 32640, issues this COMPLAINT on behalf of PERB and ALLEGES:

1. Respondent is a public agency within the meaning of Government Code section 3501(c) and PERB Regulation 32016(a).
2. Charging Party is the exclusive representative, within the meaning of PERB Regulation 32016(b), of a bargaining unit that includes a number of Deputy Sheriffs at Respondent's Sheriff's Office.

UNILATERAL CHANGE – MANDATORY OVERTIME

3. Before August 8, 2024, Respondent's temporary policies, effective July 23 through August 7, 2024 contained in Special Orders (e.g., 2024-01, 2024-02, and/or 2024-03) providing, for example, that bargaining unit employees were: (a) "strongly encouraged to voluntarily sign up for 24 hours of overtime per pay period [every two weeks]" and (b) serve at least 12 of the 24 hours in the jail/correctional facility.

Ex Parte 740

4. On or about August 8, 2024, Respondent changed or deviated from the status quo by, among other things, continuing to apply overtime policies contained in Special Orders 2024-01, 2024-02 and/or 2024-03 after they expired on August 7, 2024 and increasing the number of overtime hours worked at a correctional facility to 18 of 24 additional duty hours.

5. Respondent engaged in the conduct described in paragraph 4 without having negotiated with Charging Party to agreement or through completion of negotiations concerning the decision to change the status quo or implement the change in policy and/or the effects thereof.

6. By the acts and conduct described in paragraphs 4 and 5, Respondent failed and refused to meet and confer in good faith in violation of Government Code sections 3505 and 3505.5(c), and committed an unfair practice under Government Code section 3509(b) and PERB Regulation 32603(c).

7. This conduct also interfered with the rights of bargaining unit employees to be represented by Charging Party in violation of Government Code sections 3506 and 3506.5(a), and is an unfair practice under Government Code section 3509(b) and PERB Regulation 32603(a).

8. This conduct also denied Charging Party its right to represent bargaining unit employees in violation of Government Code sections 3503 and 3506.5(b), and is an unfair practice under Government Code section 3509(b) and PERB Regulation 32603(b).

UNILATERAL CHANGE – MINIMUM STAFFING

9. Before August 10, 2024, Respondent maintained an established minimum staffing policy at its jail facilities, for example, a minimum/maximum staffing level of

Ex Parte 741

25/32 for the day shift and 25/30 for the night shift, at the Maguire Correctional Facility (MCF).

10. On or about August 10, 2024, Respondent deviated from the status quo by changing the staffing levels at some jails, for example, by increasing to 35 employees per work shift at MCF.

11. Respondent engaged in the conduct described in paragraph 10 without prior notice to Charging Party and without having afforded Charging Party an opportunity to meet and confer over the decision to change the status quo and/or the effects of its decision to do so.

12. By the acts and conduct described in paragraphs 10 and 11, Respondent adopted an ordinance, rule, resolution or regulation in violation of Government Code section 3504.5(a), failed and refused to meet and confer in good faith in violation of Government Code sections 3505 and 3506.5(c), and committed an unfair practice under Government Code section 3509(b) and PERB Regulation 32603(c).

13. This conduct also interfered with the rights of bargaining unit employees to be represented by Charging Party in violation of Government Code sections 3506 and 3506.5(a), and is an unfair practice under Government Code section 3509(b) and PERB Regulation 32603(a).

14. This conduct also denied Charging Party its right to represent unit members in violation of Government Code sections 3503 and 3506.5(b), and is an unfair practice under Government Code section 3509(b) and PERB Regulation 32603(b).

INTERFERENCE AND DOMINATION

15. During an August 13, 2024 meeting with bargaining unit employees to discuss emergency staffing policies and the status of negotiations, Respondent's

Ex Parte 742

Executive Director of Administration and Chief of Staff Victor Aenlle stated: "... If you aren't happy with how the [Charging Party's] Board is handling the situation, you should encourage the membership to vote them out."

16. By the acts and conduct described in paragraph 15, Respondent interfered with employee rights guaranteed by the Meyers-Milius-Brown Act in violation of Government Code sections 3506 and 3506.5(a), and committed an unfair practice under Government Code section 3509(b) and PERB Regulation 32603(a).

17. By the acts and conduct described in paragraph 15, Respondent also dominated or interfered with the administration of Charging Party in violation of Government Code sections 3502 and 3506.5(d), and committed an unfair practice under Government Code section 3509(b) and PERB Regulation 32603(d).

18. This conduct also denied Charging Party its right to represent bargaining unit employees in violation of Government Code sections 3503 and 3506.5(b), and is an unfair practice under Government Code section 3509(b) and PERB Regulation 32603(b).

BYPASSING THE EXCLUSIVE REPRESENTATIVE

19. On or about August 9, 2024, Respondent, acting through Sheriff Christina Corpus, issued "A Message from the Sheriff" to "All Sheriff's Personnel" informing them, in relevant part, that:

(a) "While the overtime policy has recently expired, I want to emphasize that the executive team and I made every effort in good faith to find a reasonable solution. We made ourselves available, but the urgency was not reciprocated";

(b) "An internal audit by the payroll department revealed 106 employees are

Ex Parte 743

either not contributing to the minimum overtime requirements or are working substantial overtime without supporting the essential needs of corrections.

This is unacceptable"; and

- (c) "There have been claims that the overtime policy is flawed, but this is a significant misrepresentation. In the spirit of transparency, I am making the proposed policy available for your review. The core requirement of 24 hours, which has been in place for over five years remains unchanged. The only adjustment was a modest increase from 12 to 18 hours (A shift of 6 hours to meet the safety needs) dedicated to corrections, where there's a clear and substantial need."

20. By the acts and conduct described in paragraph 19, Respondent attempted to bypass, undermine and derogate the authority of Charging Party in violation of Government Code sections 3505 and 3506.5(c), and committed an unfair practice under Government Code section 3509(b) and PERB Regulation 32603(c).

21. This conduct interfered with the rights of bargaining unit employees to be represented by Charging Party in violation of Government Code sections 3506 and 3506.5(a), and is an unfair practice under Government Code section 3509(b) and PERB Regulation 32603(a).

22. This conduct also denied Charging Party its right to represent bargaining unit employees in violation of Government Code sections 3503 and 3506.5(b), and is an unfair practice under Government Code section 3509(b) and PERB Regulation 32603(b).

INTERFERENCE

23. On October 4, 2024, Mr. Aenlle, by and through his attorney, sent a letter to

Ex Parte 744

Charging Party threatening litigation in response to, in part, Charging Party's letter announcing an employee vote of no confidence against Mr. Aenlle and the filing of the instant charge.

24. By the acts and conduct described in paragraph 23, Respondent interfered with employee rights guaranteed by the Meyers-Milias-Brown Act in violation of Government Code sections 3506 and 3506.5(a), and committed an unfair practice under Government Code section 3509(b) and PERB Regulation 32603(a).

25. This conduct also denied Charging Party its right to represent employees in violation of Government Code sections 3503 and 3506.5(b), and is an unfair practice under Government Code section 3509(b) and PERB Regulation 32603(b).

DISCRIMINATION/RETALIATION

26. Carlos Tapia is a public employee within the meaning of Government Code section 3501(d) and within PERB's jurisdiction.

27. Mr. Tapia exercised rights guaranteed by the Meyers-Milias-Brown Act by serving as President of Charging Party, and in this capacity, making media statements, serving as a witness in an August 2024 investigation against Mr. Aenlle, and participating in filing the instant charge that same month.

28. On or about November 12, 2024, Respondent, acting through its agents, took adverse action against Mr. Tapia by ordering his arrest, placing him on administrative leave, and initiating an internal affairs administrative investigation.

29. Respondent took the actions described in paragraph 28 because of the employee's activities described in paragraph 27, and thus violated Government Code sections 3506 and 3506.5(a), and committed an unfair practice under Government Code section 3509(b) and PERB Regulation 32603(a).

30. This conduct also interfered with Charging Party's right to represent employees in violation of Government Code sections 3503 and 3506.5(b), and is an unfair practice under Government Code section 3509(b) and PERB Regulation 32603(b).

PUNITIVE ACTION AGAINST UNION OFFICIAL

31. Respondent took the disciplinary actions described in paragraph 28 because Mr. Tapia exercised lawful action as an elected, appointed, or recognized representative of Charging Party in violation of Government Code section 3502.1, and thereby committed an unfair practice under Government Code section 3509(b) and PERB Regulation 32603(a).

Any amendment to the complaint shall be processed pursuant to California Code of Regulations, title 8, sections 32647 and 32648.

DATED: April 3, 2025

J. Felix De La Torre
General Counsel

By /s/ Yaron Partovi
Yaron Partovi
Principal Attorney Supervisor

Ex Parte 746

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the within entitled cause. The name and address of my residence or business is Public Employment Relations Board, Los Angeles Regional Office, 425 W. Broadway, Suite 400, Glendale, CA, 91204-1269.

On April 3, 2025 I served the Complaint and Cover Letter regarding Case No. SF-CE-2224-M on the parties listed below by

____ I am personally and readily familiar with the business practice of the Public Employment Relations Board for collection and processing of correspondence for mailing with the United States Postal Service, and I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States Postal Service at Los Angeles, California.

____ Personal delivery.

X Electronic service (e-mail).

Garrett Porter, Attorney
Mastagni Holstedt, A.F.C.
1912 I Street
Sacramento, CA 95811
Email: gporter@mastagni.com

Timothy Yeung, Attorney
Sloan Sakai Yeung & Wong LLP
555 Capitol Mall, Suite 600
Sacramento, CA 95814
Email: tyeung@sloansakai.com

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on April 3, 2025, at Glendale, California.

J. Carter
(Type or print name)

/s/ J. Carter
(Signature)

Ex Parte 747

Exhibit 68

From: Christina Corpus <CCorpus@smcso.org>
Sent: Thursday, April 17, 2025 11:38 AM
To: Len Beato <lbeato@smcso.org>
Cc: Daniel Peres <dperes@smcso.org>; William Young <wyounz@smcso.org>
Subject: Reserve Deputy Victor Acenilla

Sgt. Beato,

Reserve Deputy Acenilla will be assisting in our CCW Unit effective immediately. Please move him over to the active list and please ensure he is receiving all correspondence related to the reserve unit. Please let me or US Peres know if you have any questions.

Regards,

Sheriff Corpus



Christina Corpus, Sheriff
San Mateo County Sheriff's Office
400 County Center
Redwood City, CA 94063
(650) 593-1654
ccorpus@smcso.org
<http://www.smcso.org>
DIGNITY • COMPASSION • RESPECT

Ex Parte749

ENCLOSURE B

Ex Parte750

**KEKER
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& PETERS**

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Jan Nielsen Little
(415) 676-2211
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May 30, 2025

John D. Nibbelin
County Attorney
San Mateo County
500 County Center
Redwood City, CA 94063
jnibbelin@smcgov.org

Re: Sheriff Christina Corpus

Dear Mr. Nibbelin:

The County retained us to investigate whether cause exists to remove Sheriff Christina Corpus from office under Section 412.5 of the San Mateo County Charter. We have conducted an investigation, and we believe that such cause exists.

Enclosed please find a proposed Notice of Intent to remove Sheriff Corpus from office, which includes the grounds supporting the Sheriff's Removal, for the Board of Supervisors' consideration pursuant to Section I of the County's Sheriff Removal Procedures.

Very truly yours,

KEKER, VAN NEST & PETERS LLP



Jan Nielsen Little
Brook Dooley
Travis Silva
Franco Muzzio

JNL:ts

Ex Parte751

[PROPOSED] NOTICE OF INTENT TO REMOVE SHERIFF

Pursuant to Section 412.5 of the San Mateo County Charter and the County's Sheriff Removal Procedures ("Procedures"), the San Mateo County Board of Supervisors has duly approved the issuance of this Notice of Intent to Remove and initiated the Procedures to remove Sheriff Christina Corpus from the office of Sheriff.

The Procedures afford Sheriff Corpus the right to a Pre-Removal Conference within five calendar days from receipt of this Notice of Intent. The Pre-Removal Conference shall take place as follows:

Place: **Human Resources Department**
 500 County Center, 4th Floor
 Redwood City, CA 94063

Date: _____

Time: _____

Under the Procedures, Sheriff Corpus has the right to a Removal Hearing. Failure to appear at the Pre-Removal Conference constitutes waiver of the right to a Removal Hearing. A copy of the Procedures is enclosed.


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GROUNDS IN SUPPORT OF THE SHERIFF'S REMOVAL

Summary of grounds for removal from office

Christina Corpus became the Sheriff of San Mateo County on January 3, 2023, having won a majority of votes cast in the June 7, 2022 election. On March 4, 2025, San Mateo County voters voted to amend the County Charter to add Section 412.5 and grant the Board of Supervisors authority to remove an elected sheriff from office for cause.

Throughout her tenure, Sheriff Corpus has violated laws related to the performance of her duties, flagrantly and repeatedly neglected her duties, and obstructed investigations into her conduct and at the San Mateo County Sheriff's Office ("SMCSO" or "Sheriff's Office"). Accordingly, cause exists under Section 412.5 of the County Charter to remove Sheriff Corpus from office.

First, Sheriff Corpus violated conflict of interest laws and neglected her duties as Sheriff by hiring, promoting, and relying on as her primary aide Victor Aenlle, an unqualified civilian with whom she has a close personal relationship. Sheriff Corpus's Executive Team has been comprised of herself, an undersheriff, assistant sheriffs, and, for a period of time, a civilian "Executive Director of Administration." Sheriff Corpus created the "Executive Director of Administration" position specifically for Mr. Aenlle after she took office. Indeed, the job was not posted, and he was the only applicant.

Mr. Aenlle is not qualified to serve in a leadership role in the SMCSO. He is a real estate broker and operates a private investigation service. He applied to become a full-time deputy with the SMCSO, but he failed to complete the field training program. While he has been a part-time reserve deputy with the SMCSO for many years, he has never been a full-time peace officer, and he has never worked full-time in any capacity, sworn or civilian, within a law enforcement agency. Despite Mr. Aenlle's lack of qualifications—and despite concerns communicated to her about her close personal relationship with Mr. Aenlle—Sheriff Corpus created the "Executive Director of Administration" position for Mr. Aenlle and repeatedly sought promotions and pay increases for him.

Sheriff Corpus enabled unprofessional conduct by Mr. Aenlle, who routinely undermined SMCSO officials and operations throughout his tenure. While under Sheriff Corpus's supervision, he hindered the professional peace officers who comprised the rest of the Sheriff's Executive Team from executing their duties. He impeded internal investigations into alleged deputy misconduct.

County and SMCSO personnel repeatedly brought specific examples of Mr. Aenlle's misconduct to the attention of Sheriff Corpus. Despite knowing about Mr. Aenlle's detrimental effect on SMCSO, Sheriff Corpus persistently sought to promote him and raise his salary. Between January 2023 and November 2024, Sheriff Corpus sought County permission to raise Mr. Aenlle's salary on at least five occasions. In November 2024, after the Board of Supervisors took the extraordinary step of terminating Mr. Aenlle's position and restricting his access to non-public County buildings, Sheriff Corpus announced that she would re-hire Mr. Aenlle as an Assistant Sheriff, even though he failed to meet the minimum qualifications for that position. The County notified the Sheriff that Mr. Aenlle could not be promoted to Assistant Sheriff

because Mr. Aenlle failed to meet the minimum qualifications for the position. In April 2025, after she could not hire him as an assistant sheriff, Sheriff Corpus added Mr. Aenlle to the “active list” of deputies.

Sheriff Corpus’s decision to hire, promote, and seek salary raises for Mr. Aenlle and to ignore multiple warnings about his detrimental effect on the SMCSO, while having a close personal relationship with him, violates California and County conflict-of-interest laws and constitutes repeated and flagrant neglect of her duties as defined by law. These actions constitute cause for removal.

Second, Sheriff Corpus has demonstrated a pattern of retaliating against SMCSO personnel who she perceives to threaten her or Mr. Aenlle’s authority. The most egregious example of this pattern of retaliation was Sheriff Corpus’s decision to investigate and, eventually, order the warrantless arrest of Deputy Carlos Tapia—the president of the deputy sheriff’s union, the Deputy Sheriff’s Association (“DSA”)—on unsubstantiated criminal charges.

In August 2024, the DSA filed a complaint against Sheriff Corpus with the Public Employment Relations Board (“PERB”). The August 2024 PERB complaint included allegations of misconduct against Mr. Aenlle. Dep. Tapia submitted a declaration in support of the PERB complaint. In September 2024, the DSA and the sergeants’ union, the Organization of Sheriffs’ Sergeants (“OSS”), announced a vote of no-confidence in Mr. Aenlle’s leadership.

The following month, Sheriff Corpus ordered then-Acting Assistant Sheriff Matthew Fox to investigate Dep. Tapia for timecard fraud. This order was contrary to SMCSO’s policy of referring criminal investigations into its own deputies’ conduct to the District Attorney or another outside agency. Sheriff Corpus misrepresented the basis for the investigation, suggesting to Acting Assistant Sheriff Fox that the lieutenant overseeing Dep. Tapia had complained about his attendance in the Transportation and Court Security Bureau (“Transportation Unit”) when that never happened. Sheriff Corpus and Mr. Aenlle then limited the evidence available to Acting Assistant Sheriff Fox as he performed the investigation, including preventing him from reviewing timecard records and from speaking to a witness who would have provided exculpatory evidence. Likewise, Sheriff Corpus denied Acting Assistant Sheriff Fox’s repeated recommendation to place Dep. Tapia on administrative leave to allow more time for the investigation. After carrying out the investigation based on the incomplete information provided to him, Acting Assistant Sheriff Fox eventually reported to Sheriff Corpus that he had found what he believed to be evidence of timecard fraud.

On November 12, 2024, Sheriff Corpus instructed Acting Assistant Sheriff Fox to inform the San Mateo County District Attorney that she intended to arrest Dep. Tapia. Acting Assistant Sheriff Fox conferred with the Chief Deputy District Attorney of San Mateo County, who urged him not to proceed with a warrantless arrest. Acting Assistant Sheriff Fox conveyed that information to Sheriff Corpus, who nevertheless ordered that Dep. Tapia be arrested without a warrant that day.

The timing of Dep. Tapia's arrest is significant for at least two reasons. First, the County and the DSA were scheduled to resume their labor meet-and-confer on the afternoon of November 12, 2024. Sheriff Corpus ordered that Dep. Tapia's arrest take place at 1:00 p.m., an hour before the meet-and-confer was scheduled to start. Second, it was known throughout the SMCSO that the County had been planning to release the results of an independent investigation conducted by retired Judge LaDoris Cordell into the Sheriff's and Mr. Aenlle's conduct. (The Cordell Report, as it became known, is described in further detail below.) Members of the Sheriff's Executive Team suspected that Dep. Tapia had interviewed with Judge Cordell as part of her investigation. An arrest of the DSA President was a newsworthy event that could compete with the release of the Cordell Report for news coverage and, potentially, undermine it through the arrest of a participating witness.

Dep. Tapia did not commit a crime, as the District Attorney's ensuing independent investigation confirmed. Once District Attorney investigators looked at the full range of available evidence, they concluded that "there was no basis to believe any violation of law had occurred" and that "Deputy Tapia should not have been arrested." Yet Dep. Tapia remains on administrative leave today six months after the arrest, while the SMCSO purports to complete an Internal Affairs investigation into the same allegations.

In ordering Dep. Tapia's arrest, Sheriff Corpus violated the Penal Code and the Labor Code, flagrantly neglected the duties of her office, and obstructed an investigation into her conduct and the SMCSO. These actions constitute cause for removal.

Sheriff Corpus has engaged in other instances of retaliation. Shortly after she learned that Assistant Sheriff Monaghan participated in an interview with Judge Cordell, Sheriff Corpus removed him from his position. Sheriff Corpus has also retaliated against officers for perceived disloyalty by transferring them to unfavorable assignments. Sheriff Corpus also placed a sergeant who is the brother of the head of the OSS on administrative leave in August 2024, days after a contentious labor-management meet-and-confer and around the same time that the OSS filed a PERB complaint against the Sheriff. Following an improper Internal Affairs investigation, the sergeant remains on administrative leave nine months later. When a captain in the SMCSO's Professional Standards Bureau ("PSB") refused to sign or serve a defective Internal Affairs notice for the sergeant whose brother heads the OSS, Sheriff Corpus transferred him out of the PSB unit and stripped him of responsibilities. When the lieutenant who oversaw the PSB unit suggested that a civilian employee could file a human resources complaint regarding Mr. Aenlle, Sheriff Corpus transferred him to a less desirable post. And when a sergeant appeared off-duty at a press conference in support of the March 4, 2024 ballot initiative giving the Board of Supervisors the ability to terminate an elected sheriff, Sheriff Corpus transferred him that same day to a less desirable post. The Sheriff's actions violated the California Government and Labor Codes, the San Mateo County Code, and the SMCSO Policy Manual; her termination of Assistant Sheriff Monaghan amounted to obstruction of an investigation into the conduct of the SMCSO. These actions constitute cause for removal.

Third, while Sheriff Corpus has shown a pattern of swift retaliation against personnel who she believes are challenging her or Mr. Aenlle's authority, she regularly hinders or neglects other disciplinary matters within SMCSO. PSB oversees hiring new peace officers and conducts investigations into allegations of misconduct within the SMCSO, including civilian complaints, use-of-force investigations, and Internal Affairs investigations. Sheriff Corpus has prevented PSB personnel from promptly conducting and concluding investigations and has personally interfered in investigations, [REDACTED]

[REDACTED] In some instances, Sheriff Corpus's interference with investigations appears motivated by favoritism, [REDACTED]

[REDACTED] Sheriff Corpus's mismanagement of PSB has prevented SMCSO from complying with its investigatory obligations under the Penal Code and constitutes flagrant or repeated neglect of the duties of her office. These actions constitute cause for removal.

The Cordell Report and Measure A

In July 2024, the County retained Judge Cordell to conduct an independent fact-finding investigation into complaints and concerns that current and former members of the SMCSO made about Mr. Aenlle. Over the course of the investigation, additional matters regarding the SMCSO—including allegations of misconduct committed by Sheriff Corpus—were added to the scope of the investigation. In performing her investigation, Judge Cordell interviewed 40 current and past sworn and civilian employees of the Sheriff's Office. Mr. Aenlle participated in a recorded interview with Judge Cordell. Sheriff Corpus declined Judge Cordell's invitation to interview. The Cordell Report was made public on November 12, 2024, sustaining several allegations of misconduct by Sheriff Corpus and Mr. Aenlle.

Thereafter, the Board of Supervisors called the March 4, 2025 special election so that county voters could consider Measure A. Measure A proposed to add section 412.5 to the County's Charter, which would authorize the Board to remove a sheriff from office for "cause." Section 412.5 defines "cause":

b. For the purposes of this Section 412.5, "cause" shall mean any of the following:

- (1) Violation of any law related to the performance of a Sheriff's duties; or
- (2) Flagrant or repeated neglect of a Sheriff's duties as defined by law; or
- (3) Misappropriation of public funds or property as defined in California law; or
- (4) Willful falsification of a relevant official statement or document; or
- (5) Obstruction, as defined in federal, State, or local law applicable to a Sheriff,

of any investigation into the conduct of a Sheriff and/or the San Mateo County Sheriff's Office by any government agency (including the County of San Mateo), office, or commission with jurisdiction to conduct such investigation.

Between the release of the Cordell Report and the Measure A election, the city councils of San Carlos, Millbrae, and San Mateo passed votes of no-confidence in Sheriff Corpus. The city/town councils of South San Francisco, Belmont, Redwood City, and Woodside endorsed Measure A. The DSA and the OSS had already passed no-confidence votes in Mr. Aenlle, and the SMCSO captains declared their lack of confidence in Sheriff Corpus on November 18, 2024. At the March 2025 election, the county's voters voted in favor of Measure A by a margin of 84% to 16%.

This Investigation

The Board of Supervisors through the County Attorney, retained Keker, Van Nest & Peters LLP ("KVP") as outside counsel to investigate whether Sheriff Corpus had committed acts that constitute "cause" under Section 412.5 and, if so, to prepare a Notice of Intent pursuant to the Board-adopted procedures for removing a sheriff from office.

While KVP reviewed the Cordell Report, the firm conducted its own investigation into Sheriff Corpus's actions. KVP's independent investigation included conducting more than 40 interviews of current and former SMCSO and County personnel, including:

- **SMCSO sworn executive leadership** who served on Sheriff Corpus's Executive Team: KVP interviewed former Undersheriff Hsiung, former Assistant Sheriff Ryan Monaghan, and former Acting Assistant Sheriff Matthew Fox. KVP interviewed Paul Kunkel, a retired SMCSO captain who, as a contractor, functionally served as an assistant sheriff.
- **SMCSO command staff:** KVP interviewed 6 current or former captains and 4 current lieutenants who served under Sheriff Corpus.
- **SMCSO sworn personnel:** KVP interviewed 11 current sergeants, 2 current detectives, and 1 current deputy who served under Sheriff Corpus, including Sgt. Hector Acosta, Sgt. Javier Acosta and Dep. Carlos Tapia.
- **SMCSO civilian staff:** KVP interviewed 8 current or former civilian personnel within the SMCSO.
- **Sheriff Corpus's transition team:** In addition to former Capt. Kunkel, who both served on Sheriff Corpus's transition team and on her Executive Team, KVP interviewed former Lt. Daniel Guiney and former Assistant Sheriff Jeff Kearnan.
- **County personnel:** KVP interviewed 3 County personnel, including County Executive Mike Callagy.

- **District Attorney's Office staff:** KVP interviewed Chief Deputy District Attorney Shin-Mee Chang.

KVP also reviewed relevant documents provided by witnesses and the County.

Other witnesses and reservation of rights

KVP invited Sheriff Corpus and Mr. Aenlle through their counsel, to participate in voluntary interviews. Through their counsel, they declined to participate. KVP also invited Undersheriff Daniel Perea to a voluntary interview. To date, he has not yet agreed to be interviewed. KVP also requested voluntary interviews from SMCSO Finance Director Stacey Stevenson and SMCSO Human Resources staff member Connor Santos-Stevenson. Ms. Stevenson did not respond to multiple interview requests. Mr. Santos-Stevenson declined to participate in a voluntary interview.

The Procedures provide the Sheriff with the right to a removal hearing. At the removal hearing or any subsequent stage of the removal process, KVP reserves the right to call witnesses and to introduce evidence in order to prove the allegations set forth in this Notice of Intent or to rebut the Sheriff's defenses including but not limited to five individuals who KVP sought to interview as part of its investigation, but who declined, or have not yet agreed, to speak with KVP as of the date KVP is submitting this Notice of Intent in its proposed form. For avoidance of doubt, those individuals are: Sheriff Corpus, Undersheriff Perea, Mr. Aenlle, Ms. Stevenson, and Mr. Santos-Stevenson.

Independence of bases for cause

The grounds for removal discussed in this letter are not interdependent. Each of the grounds outlined below, independently and collectively, provide cause for removal under Section 412.5.

I. Grounds for Removal Relating to Victor Aenlle

A. Introduction

While both Sheriff Corpus and Victor Aenlle publicly deny having an intimate relationship, multiple witnesses observed conduct indicating that they have an extremely close personal relationship, and some witnesses have characterized it as intimate. In the context of that relationship, Sheriff Corpus has repeatedly appointed Mr. Aenlle to high-level positions at public expense, first on her transition team, then later as a contract consultant to the Sheriff's Office, then ultimately as her "Executive Director of Administration" or "Chief of Staff," a position that Sheriff Corpus specifically created for Mr. Aenlle. On multiple occasions, Sheriff Corpus also sought to increase Mr. Aenlle's compensation in these roles.

Mr. Aenlle is not qualified to hold the positions to which Sheriff Corpus appointed him or any other executive position within the Sheriff's Office. Prior to serving in the Sheriff's Office, he had no experience as a law enforcement executive. Nor has he ever been a full-time peace

officer. Sheriff Corpus's repeated efforts to appoint (and re-appoint) an unqualified candidate to leadership positions in her office has undermined morale in the SMCSO and caused senior leaders to leave the Office. Mr. Aenlle's poor leadership skills have further reduced morale and hurt the effectiveness of the Sheriff's Office.

Given their close personal relationship, Sheriff Corpus has a conflict of interest with respect to Mr. Aenlle. She has failed to reconcile her personal relationship with Mr. Aenlle with her duty of loyalty to the public.

B. Victor Aenlle is a real estate broker and reserve deputy who worked on Sheriff Corpus's campaign.

Victor Aenlle is a commercial and residential real estate broker. He represents that he has been affiliated with Coldwell Banker since 1990. According to documents that Mr. Aenlle personally submitted to the County in 2023, he works full time for Coldwell Banker. According to the same documents, he operates a private investigation firm full time.

Mr. Aenlle became a reserve deputy with SMCSO in 2009. Reserve deputy is a part-time, volunteer position. In or around 2012 or 2013, Mr. Aenlle participated in the Sheriff's Office's field training program to become a full-time deputy. [REDACTED]

[REDACTED] Thereafter, Mr. Aenlle remained a reserve deputy and was required to volunteer a minimum of 16 hours per month. See Policy Manual § 322.5.1.¹

¹ From January 2, 2024, through July 31, 2024, Mr. Aenlle logged a nearly uniform eight hours of volunteer time per business day. He explained these log entries by saying: "Since assuming the role of Executive Director, I have worked an average of 12 to 14 hours per day, six to seven days a week. Any hours allocated toward my volunteer service were in addition to the eight hours for which I was compensated, ensuring there was no 'double-dipping.'" There is reason to doubt that Mr. Aenlle fulfilled his volunteer hour commitment. *First*, if Mr. Aenlle worked an "average" of 12 to 14 hours per day, then he only "volunteered" an average of four to six hours per day, not the eight hours a day that he reported. *Second*, Mr. Aenlle was not volunteering while working as the Executive Director of Administration. As an exempt employee, he received financial compensation for all hours worked, including those worked in excess of 8 hours per day, through his \$246,979 annual salary. *Third*, Mr. Aenlle's claim that overtime hours in a civilian role should qualify as volunteer hours as a reserve deputy is inconsistent with the purpose of the reserve deputy program, which is to "supplement and assist regular sworn sheriff's deputies in their duties" and to "provide professional, sworn volunteer reserve deputies who can augment regular staffing levels." SMCSO Policy Manual § 322.1. Work done as a civilian does not "augment" regular staffing levels of sworn personnel, nor does it "assist" sworn deputies in their duties.

In or around 2021, Mr. Aenlle began volunteering on Sheriff Corpus's campaign.

C. Sheriff Corpus and Mr. Aenlle have a close personal relationship, which they have taken steps to conceal.

Throughout Sheriff Corpus's campaign, the transition period, and the course of her administration, it was evident to multiple witnesses that Sheriff Corpus and Mr. Aenlle have a close personal relationship. During the campaign, Sheriff Corpus was married. Her husband filed for divorce in April 2023, and the divorce became final later in 2023. Mr. Aenlle is married.

1. The relationship between Sheriff Corpus and Mr. Aenlle was evident during Sheriff Corpus's campaign.

Valerie Barnes is a long-time civilian SMCSO employee who has worked for San Mateo County since 2006. Ms. Barnes's roles included supporting the SMCSO personnel serving as the head law enforcement officers for the Cities of Millbrae and Half Moon Bay. (Both cities contract with the SMCSO to provide police services.) Ms. Barnes has known Sheriff Corpus for many years and worked for her when Sheriff Corpus led the SMCSO Millbrae office. While working together and during the course of Sheriff Corpus's campaign, the two became friends. Ms. Barnes considered herself a confidant for the Sheriff, and the two frequently texted about personal matters, including about Sheriff Corpus's marriage. Ms. Barnes was a frequent volunteer on Sheriff Corpus's campaign.

Mr. Aenlle was Sheriff Corpus's campaign manager. On several occasions during the campaign, Ms. Barnes witnessed Sheriff Corpus and Mr. Aenlle engaging in physical contact of an intimate nature. Ms. Barnes observed multiple instances of Mr. Aenlle massaging Sheriff Corpus's neck, shoulders, and feet and a single instance of them kissing on the lips. During the campaign, Mr. Aenlle told Ms. Barnes that he and Sheriff Corpus were "practicing a lot to have kids." Ms. Barnes saw intimate messages on Sheriff Corpus's Signal messaging app from Mr. Aenlle, including messages stating, "I love you" and messages using pet names such as "baby."

In or about January 2022, Sheriff Corpus told Ms. Barnes that she and Mr. Aenlle planned to marry after obtaining divorces. Sheriff Corpus asked Ms. Barnes to search for wedding venues for herself and Mr. Aenlle. Ms. Barnes sent Sheriff Corpus venue options via text message.

In late 2021 and early 2022, Sheriff Corpus told Ms. Barnes that Mr. Aenlle had purchased her luxury boots and a pair of \$12,000 earrings. Sheriff Corpus told Ms. Barnes that Mr. Aenlle used \$12,000 in cash to purchase the earrings. Mr. Aenlle later told Ms. Barnes that he used cash for big purchases so there would be nothing tying the purchases to him. Ms. Barnes understood this to mean that he wanted to avoid detection by his wife. After Mr. Aenlle and Sheriff Corpus completed the purchase of the earrings, Ms. Barnes texted Sheriff Corpus asking to see a picture of the earrings, and Sheriff Corpus contacted Ms. Barnes using a video calling application (FaceTime) to show them off. Ms. Barnes's mother participated in the call.

Around this time, Ms. Barnes texted Sheriff Corpus and asked, “You at the ranch?” This was a reference to Mr. Aenlle’s property near the coast. Sheriff Corpus responded, “I wish.” Around this same time, Ms. Barnes texted Sheriff Corpus to “Be careful John isn’t sniffing around to find you and VA,” referring to Sheriff Corpus’s then-husband John Kovach. Sheriff Corpus replied, “He won’t find me with him.”

On the night of the June 2022 election, Sheriff Corpus publicly thanked her then-husband Mr. Kovach, but did not thank Mr. Aenlle by name. Later that night, Ms. Barnes heard Mr. Aenlle say to Sheriff Corpus “This is over.” This remark was also overheard by former SMCSO Capt. Paul Kunkel. Both Ms. Barnes and Mr. Kunkel understood Mr. Aenlle to be indicating he was ending his personal relationship with Sheriff Corpus. Sheriff Corpus called Ms. Barnes the following day to tell her that she and Mr. Aenlle had talked until 4:00 a.m., that she had apologized to Mr. Aenlle, and that “we’re okay.”

2. The relationship between Sheriff-elect Corpus and Mr. Aenlle was apparent in the months immediately following the election.

After she won the June 2022 election, Sheriff-elect Corpus put together a transition team that included Mr. Aenlle, Mr. Kunkel, former SMCSO Assistant Sheriff Jeff Kearnan, and former SMCSO Lt. Dan Guiney. Sheriff Corpus asked the County to hire Mr. Aenlle as a contractor so that his work on the transition would be paid. Although Sheriff Corpus’s request for a paid transition team was out of the ordinary, County Executive Mike Callagy reported that he wanted to set Sheriff Corpus up for success. He therefore approved the transition team and Mr. Aenlle’s contract, which paid him \$105 per hour.

Mr. Kunkel, Mr. Guiney and Mr. Kearnan each formed the impression that Sheriff Corpus and Mr. Aenlle shared a close personal relationship. Mr. Guiney and Mr. Kunkel stated that, during the transition, Sheriff Corpus and Mr. Aenlle would regularly appear together on Zoom calls, often from Mr. Aenlle’s ranch. Mr. Kearnan and Mr. Kunkel witnessed Sheriff Corpus’s and Mr. Aenlle’s efforts to conceal their close personal relationship. For example, they both recall holding a videoconference call with Sheriff-elect Corpus in 2022, while she was in her car. They asked her if she was alone. She told them that she was. However, both Mr. Kunkel and Mr. Kearnan could see Mr. Aenlle’s reflection in one of the car’s windows in the background of the call.

Mr. Kearnan and Mr. Kunkel also reported that Mr. Aenlle would interrupt and redirect Sheriff Corpus in meetings as if he controlled the operation of the transition team. Both Mr. Kearnan and Mr. Kunkel came to understand that Mr. Aenlle (rather than Sheriff-elect Corpus or any other law enforcement professional) was leading the transition and preparations for Sheriff Corpus to assume her office.

Mr. Aenlle’s involvement in transition planning extended to creating a draft organization chart for SMCSO’s leadership structure. Mr. Aenlle advocated for a “chief of staff” position to replace one of the three sworn assistant sheriff positions. In at least some versions of the organizational chart under discussion, the chief of staff would have reported directly to the Sheriff, rather than

to the Undersheriff, whereas assistant sheriffs report to the Undersheriff. When he later spoke with Judge Cordell, Mr. Aenlle referred to the chief of staff job as “my position” which “was created” by converting an assistant sheriff position to the chief of staff position.

3. Sheriff Corpus’s then-husband reported that she was having an affair with Mr. Aenlle.

During the transition, Mr. Kearnan noticed that Sheriff Corpus was often unavailable during working hours, and that she seemed never to be alone without Mr. Aenlle. Mr. Kearnan spoke to John Kovach, Sheriff Corpus’s then-husband to discuss the relationship between Sheriff Corpus and Mr. Aenlle. Mr. Kovach told Mr. Kearnan that Sheriff Corpus was having an affair with Mr. Aenlle.

Mr. Guiney also recalls having multiple conversations with Mr. Kovach regarding the relationship between Sheriff Corpus and Mr. Aenlle. Mr. Kovach told Mr. Guiney that Sheriff Corpus would often come home very late or in the early hours of the morning and that she was not around very much. Mr. Kovach told Mr. Guiney that he suspected Sheriff Corpus was at Mr. Aenlle’s ranch despite her denials.

Mr. Guiney also recalls Sheriff Corpus telling him that Mr. Kovach had given her a pair of boots, but when Mr. Guiney asked Mr. Kovach about the gift, he said that the boots were actually from Mr. Aenlle.

4. In September 2022, Sheriff Corpus and Mr. Aenlle traveled to Hawaii and provided conflicting accounts of their trip.

In September 2022, Sheriff Corpus and Mr. Aenlle traveled to Hawaii. Sheriff Corpus and Mr. Aenlle have offered conflicting accounts of this trip.

Valerie Barnes. Before the trip, Sheriff Corpus told Ms. Barnes that she was going to Hawaii with Mr. Aenlle for a personal vacation. At Sheriff Corpus’s request, Ms. Barnes assisted Sheriff Corpus in finding a rental property for her, her children, and Mr. Aenlle. Ms. Barnes also shared Sheriff Corpus’s flight confirmation number and details with Mr. Aenlle.

Jeff Kearnan. After the trip, Mr. Kearnan spoke to Mr. Kovach who told Mr. Kearnan that he believed that Mr. Aenlle had traveled to Hawaii together with Sheriff Corpus. Mr. Kearnan then called Sheriff Corpus and asked her if she and Mr. Aenlle had traveled to Hawaii together. Sheriff Corpus denied having traveled to Hawaii with Mr. Aenlle. Ten minutes after that phone call ended, Mr. Aenlle called Mr. Kearnan. The phone call began with Mr. Aenlle accusing Mr. Kearnan of not liking him. Later in the call, Mr. Kearnan asked Mr. Aenlle about the Hawaii trip. Mr. Aenlle initially denied having traveled to Hawaii, but he later admitted that he had been in Hawaii. He claimed that he had been there on business unrelated to Sheriff Corpus. Shortly after this exchange, Mr. Kearnan resigned from Sheriff Corpus’s transition team based on concerns about conflicts of interest, nepotism, and Sheriff Corpus’s refusal to be honest regarding her relationship with Mr. Aenlle.

Mike Callagy. After Mr. Kearnan resigned, County Executive Mike Callagy had a discussion with Sheriff Corpus about the Hawaii trip. During that conversation, Sheriff Corpus admitted to Mr. Callagy that she had traveled to Hawaii with Mr. Aenlle, and she acknowledged that she and Mr. Aenlle were good friends and that Mr. Aenlle had a relationship with her children. Mr. Callagy told Sheriff Corpus that it was inappropriate for her to have asked the County to pay Mr. Aenlle for his work on the transition team if she simultaneously had a personal relationship with him that was close enough such that they traveled to Hawaii together. Mr. Callagy terminated Mr. Aenlle's contract, explaining that the County could not tolerate even the perception of a conflict of interest.

Dan Guiney. Mr. Aenlle admitted to Mr. Guiney that he had traveled to Hawaii, though he claimed that he was there to provide security for Sheriff Corpus and support for her children.

Carlos Tapia. Mr. Aenlle told Dep. Tapia that he had flown to Hawaii to provide security for Sheriff Corpus.

Judge Cordell. Mr. Aenlle admitted to Judge Cordell that he had been in Hawaii at the same time as Sheriff Corpus, but he maintained that it was a coincidence, that he had been there to provide "covert" security to an unrelated third party, and that he "barely even saw" Sheriff Corpus while he was there.

In sum, Sheriff Corpus has both admitted (to Mr. Callagy) and denied (to Mr. Kearnan) having traveled to Hawaii with Mr. Aenlle. When she has admitted the trip, she has also acknowledged that the trip was personal and that she and her children spent time with Mr. Aenlle. Mr. Aenlle has both admitted (to Mr. Kearnan, to Judge Cordell, to Mr. Guiney, and to Dep. Tapia) and denied (to Mr. Kearnan) that he traveled to Hawaii. Mr. Aenlle has stated to some people (Mr. Guiney and Dep. Tapia) that he traveled to provide security to the Sheriff and to others (Judge Cordell and Mr. Kearnan) that his travel was unrelated to Sheriff Corpus.

5. The relationship continued after Sheriff Corpus took office.

After Sheriff Corpus took office in January 2023, she appointed Christopher Hsiung as Undersheriff and Ryan Monaghan as an Assistant Sheriff. Sheriff Corpus recruited Undersheriff Hsiung. He had helped to reform the Mountain View police department, and, in recruiting him, Sheriff Corpus told him that "I want you to do in San Mateo as you did in Mountain View." Undersheriff Hsiung served the SMCSO from February 2023 to June 2024. Sheriff Corpus also recruited Assistant Sheriff Monaghan, who had served as the Tiburon Chief of Police. He served as Assistant Sheriff from February 2023 through September 2024. Thus, beginning in February 2023, Sheriff Corpus's Executive Team consisted of Mr. Aenlle, Undersheriff Hsiung, Assistant Sheriff Monaghan, and Mr. Kunkel.

Undersheriff Hsiung and Assistant Sheriff Monaghan witnessed conduct indicative of a close personal relationship between Sheriff Corpus and Mr. Aenlle. For example, they both saw Sheriff Corpus and Mr. Aenlle share entrees and drinks at restaurants. Other witnesses, including Ms. Barnes and another civilian SMCSO employee, Jennifer Valdez, also saw Sheriff

Corpus and Mr. Aenlle share entrees and drinks. Undersheriff Hsiung and Assistant Sheriff Monaghan also both frequently observed Mr. Aenlle interrupt and/or redirect Sheriff Corpus in meetings.

While attending a professional conference in or about May 2024, Sheriff Corpus and Mr. Aenlle stood up former Undersheriff Hsiung on three separate occasions when they were scheduled to meet. Each time, he waited to meet them in the hotel lobby, but they never arrived and were evasive in explaining why they failed to meet him. Sheriff Corpus and Mr. Aenlle were also absent at the same times during the day, for periods of between one and two hours, and at unusual times of day.

Ms. Valdez, who worked in the Sheriff's Office for 18 years as an executive assistant before later transferring to the County Attorney's office, also observed conduct indicative of an intimate personal relationship between Sheriff Corpus and Mr. Aenlle. In 2024, Ms. Valdez saw Mr. Aenlle answer a call on his cell phone. Ms. Valdez noticed that the caller ID identified the caller as Sheriff Corpus. As the call concluded, Ms. Valdez heard Mr. Aenlle say "Te amo" to Sheriff Corpus. Ms. Valdez understood this to mean "I love you" in Spanish. On multiple occasions, Ms. Valdez saw Mr. Aenlle bring Sheriff Corpus's children to her office after school.

Sheriff Corpus lives in San Bruno in a house that is on the corner of a four-way intersection. Diagonally across the street from Sheriff Corpus's house (kitty-corner) is a house owned by the parents of Sgt. Gaby Chaghouri. Sgt. Chaghouri lives out-of-state and typically works lengthier shifts scheduled together. During these stretches, Sgt. Chaghouri drives in from out of state and stays at his parents' house.

Sgt. Chaghouri has seen Mr. Aenlle at Sheriff Corpus's house on multiple occasions beginning during the campaign and through March 2025. On at least two occasions, Mr. Aenlle appeared to recognize Sgt. Chaghouri. In one instance, Sgt. Chaghouri was parking his truck late at night after arriving from out of state and saw Mr. Aenlle emerge from Sheriff Corpus's home. Mr. Aenlle looked directly at Sgt. Chaghouri, tucked his head, and quickly got in his car to drive away. On another occasion, Sgt. Chaghouri, standing in his front yard, saw Mr. Aenlle come out of the front door of Sheriff Corpus's house, make eye contact, then abruptly turn around and go back inside.

6. Sheriff Corpus and Mr. Aenlle deny an "intimate relationship."

Sheriff Corpus declined to be interviewed by Judge Cordell. Mr. Aenlle agreed to interview with Judge Cordell during which he described his relationship with Sheriff Corpus as a "strong friendship," but one that did not extend "beyond mere friendship." An April 25, 2025, report commissioned by Sheriff Corpus's counsel states that "[b]oth Sheriff Corpus and Mr. Aenlle expressly deny any intimate relationship." As noted above, Sheriff Corpus and Mr. Aenlle declined KVP's invitation for an interview.

D. Using public funds, Sheriff Corpus entered into two separate contractual arrangements and one employment relationship with Mr. Aenlle and repeatedly requested raises for Mr. Aenlle.

Consultant to Transition Team. As discussed above, after Sheriff Corpus won the June 2022 election, she asked the County to fund a paid transition team. Although there was no known precedent for such a request, Mr. Callagy agreed to Sheriff Corpus's request, and the County offered Mr. Aenlle a contract that paid him \$105 per hour. Mr. Callagy cancelled this contract in October 2022, after Sheriff Corpus confirmed that she had a personal relationship with Mr. Aenlle.

Contractor and Special Projects Coordinator. After Sheriff Corpus took office, she undertook a series of steps to ensure that Mr. Aenlle was employed in an executive role and repeatedly sought pay increases on his behalf. Immediately upon taking office in January 2023, Sheriff Corpus hired Mr. Aenlle as a contractor, paid \$92.44 per hour or \$192,275 per year. At the time, the Sheriff had authority to enter into contracts for less than \$200,000 without Board approval. The amount of the contract was set just under the threshold that would require her to present the contract to the Board. Mr. Aenlle's contractor agreement was signed by Stacey Stevenson, the acting Director of Finance in the Sheriff's Office at that time.

Less than six weeks later, in March 2023, Sheriff Corpus requested that Mr. Aenlle be hired as an extra help Special Projects Coordinator at the hourly rate of \$118. County Human Resources approved the conversion from contractor to temporary employee, but it set the rate of pay at \$73 per hour, which it deemed "consistent with base pay of similar County positions." Human resources specifically noted that Mr. Aenlle's job was "not at the level of an Assistant Sheriff" and was "non-sworn and should not be aligned to a higher level sworn role/pay." According to Human Resources, "the work described is more in alignment with higher-level Analyst work or mid-level management work."

Executive Director of Administration. Then, in or around June 2023, Sheriff Corpus created a job listing for a full-time, unsworn position, the "Executive Director of Administration." The description was similar to the job descriptions of Mr. Aenlle's contract positions, which Human Resources had noted did not involve executive level duties. The "Executive Director of Administration" job was not publicly posted, and Mr. Aenlle was the only applicant for the position. He received the job, and his salary was set at \$246,979.

Almost immediately, in July 2023, Sheriff Corpus sought a pay increase for Mr. Aenlle, submitting a memorandum which began:

I respectfully request that Mr. Victor Aenlle receive "Step E" compensation for his recent appointment to the Sheriff's Office Executive Director of Administration position, as it has been extended to him and accepted. Over the last 30 years, Mr. Aenlle has served in various leadership and management roles and gained significant exposure to administrative operations in various capacities. In addition to his substantial executive leadership experience, Mr. Aenlle has been an active member for 15 years with the San Mateo County Sheriff's Office.

The memorandum notes that Sheriff Corpus had already promised Mr. Aenlle a raise without authorization from Human Resources. The memorandum refers to Mr. Aenlle's "15 years with the San Mateo County Sheriff's Office," but it fails to note that this service consisted of part-time, volunteer reserve deputy service, as well as the short period of time when he was a full-time deputy candidate before failing the field training program.

County Human Resources approved the raise "given that the candidate ha[d] already been informed by the Sheriff's Office that [he] will receive" it, but also noted in a memorandum to Sheriff Corpus that Human Resources did "not believe that [increased compensation] is in alignment with the candidate's experience."

In the first four months of 2024, Sheriff Corpus made, or caused to be made, three further requests for a pay raise for Mr. Aenlle. In one instance, Sheriff Corpus ordered then-Undersheriff Hsiung to author and submit a raise request for Aenlle. The County denied each request as unjustified.

E. Sheriff Corpus took steps to conceal potentially negative information about Mr. Aenlle.

In the spring of 2023, it was well known within the SMCSO that Sheriff Corpus was considering creating a full-time position for Mr. Aenlle. As a result, Lt. Sebring, who at the time served as a lieutenant in PSB, thought that it was possible that Mr. Aenlle would have to go through a background check before assuming such an executive position. When he considered the possibility that Mr. Aenlle might have to go through a background check, Lt. Sebring recalled a piece of information he had previously seen in Mr. Aenlle's background file.

[REDACTED]

Nonetheless, Lt. Sebring thought Sheriff Corpus should be aware of the contents of Mr. Aenlle's background file as she considered appointing him to a position on her Executive Team. Accordingly, he met with Sheriff Corpus and told her about [REDACTED]

Approximately an hour later, Sheriff Corpus called Lt. Sebring [REDACTED] Lt. Sebring told Sheriff Corpus that at least the PSB lieutenant, the PSB captain, the assistant sheriff overseeing PSB, SMCSO Human Resources Manager Heather Enders, and certain support staff had access to the background files of Sheriff's Office employees. Sheriff Corpus then directed Lt. Sebring to restrict access to Mr. Aenlle's background file such that only she and Lt. Sebring would be able to access it. Lt. Sebring coordinated with the Sheriff's Office Technical Services Unit to carry out Sheriff Corpus's direction and informed Sheriff Corpus when the file access restriction was complete.

Sheriff Corpus further directed Lt. Sebring to provide her with a [REDACTED] [REDACTED] Approximately one month later, Sheriff Corpus informed Lt. Sebring that Mr. Aenlle would not go through a background check prior to assuming his position on the Executive Team.

According to Lt. Sebring, it was unusual that Sheriff Corpus ordered him to limit access to Mr. Aenlle's background file. Lt. Sebring reported that this was the only time anyone has requested him to limit access to an individual's background file.

F. Immediately after the Board of Supervisors voted to remove Mr. Aenlle as "Executive Director of Administration," Sheriff Corpus attempted to appoint him as an Assistant Sheriff.

On November 13, 2024, the Board of Supervisors, in response to the Cordell Report, voted to eliminate Mr. Aenlle's "Executive Director of Administration" position and to bar him from unescorted access to non-public areas of County buildings. That same day, Sheriff Corpus announced her intention to appoint Mr. Aenlle to the position of Assistant Sheriff "effective immediately."

That night, Det. Mike Garcia called Det. Rick Chaput while Det. Chaput was at home and off-duty. Det. Chaput serves in PSB, where one of his responsibilities is to update the status of newly hired officers in the POST Electronic Data Interchange (EDI), the online system that SMCSO uses to communicate with the California Commission on Police Officer Standards and Training. Det. Garcia told Det. Chaput that "they want you to switch Victor to full-time in POST." Det. Chaput understood that Det. Garcia was referring to a request from the Executive Team to change Mr. Aenlle's status from a Reserve Deputy to a full-time peace officer in the POST EDI system.

Det. Chaput expressed to Det. Garcia that he was unwilling to make that change. He also explained to Det. Garcia that anyone updating Mr. Aenlle's status information in the POST EDI system would have to sign a form swearing under penalty of perjury that the updated information was accurate. After speaking with Det. Garcia, Det. Chaput called Lt. Irfan Zaidi. Lt. Zaidi said he was not aware of the request but would call Undersheriff Perea and then call Det. Chaput back. Shortly thereafter, Lt. Zaidi called Det. Chaput back; during this second call, Lt. Zaidi told Det. Chaput that Undersheriff Perea directed him to change Mr. Aenlle's status.

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Det. Chaput was concerned about the timing of the request, and he was not confident that Mr. Aenlle met the requirements for a full-time peace officer. Det. Chaput told Lt. Zaidi he would not change Mr. Aenlle's status. Det. Chaput then reported the incident to Sgt. Fava.

The following day, the County's Director of Human Resources, Rocio Kiryczun, communicated to Sheriff Corpus that Mr. Aenlle failed to meet the minimum qualifications for Assistant Sheriff. Ms. Kiryczun pointed out that, according to the job description for the Assistant Sheriff position, "Candidates must acquire an Advanced Certificate in law enforcement issued by [POST] within one year of appointment" and noted that "the requirements set forth by [POST] state that, in order to be eligible for an Advanced Certificate, a candidate must have a minimum of 4 years of full-time law enforcement experience." Ms. Kiryczun further noted that "Mr. Aenlle does not have 4 years of full-time law enforcement experience, nor even 1 year." Thereafter, Mr. Aenlle was not hired to an Assistant Sheriff position.

On April 17, 2025, a month and a half after the voters enacted Measure A, Sheriff Corpus directed that Mr. Aenlle be moved to the "active list" and assigned him to assist in the unit that processes concealed weapons permits.

G. Sheriff Corpus's decision to install Mr. Aenlle as a member of her Executive Team hurt the SMCSO.

Sheriff Corpus installed Mr. Aenlle in an executive position that is typically filled by a career full-time law enforcement professional. Because of his lack of experience and his poor leadership skills, Mr. Aenlle was unable to provide effective leadership with the SMCSO, and his presence hurt morale across the organization. Sheriff Corpus's decision to keep Mr. Aenlle in his position, despite the warnings she received, further hurt the Office and led to the departures of senior leaders.

1. Sheriff Corpus's decision to install Victor Aenlle in a leadership position hurt morale in the SMCSO.

Sheriff Corpus's decision to include Mr. Aenlle as part of her Executive Team hurt morale in the SMCSO because the sworn officers knew that he was not qualified to be a law enforcement leader.

Mr. Aenlle's attempts to supervise full-time sworn officers exacerbated this morale problem. Mr. Aenlle's role as the Executive Director of Administration was a civilian role, in which he was supposed to supervise civilian staff. Moreover, it is generally understood in the SMCSO that full-time sworn officers are not to be supervised by civilian executives. Nonetheless, Mr. Aenlle attempted to direct the work of full-time sworn officers, including captains in the Corrections Division.

Mr. Aenlle also inappropriately interfered with the work of civilian employees in the SMCSO, including those involved in the hiring process. On or about November 7, 2024, PSB Sgt. Jimmy Chan and Ms. Barnes interviewed applicants for a deputy sheriff trainee position. The interview process is required by PCST. Prior to the interview, Det. Mike Garcia told Sgt. Chan that he had personally worked to prepare one of the applicants that Sgt. Chan would interview that day. Det. Garcia identified the candidate by name and told Sgt. Chan that the candidate had been part of the Law Enforcement Candidate Scholars program. Thinking back on it, Sgt. Chan believes that Det. Garcia was trying to influence his assessment of the candidate. Det. Garcia is perceived within the SMCSO to be a favorite employee of Sheriff Corpus's; his mother, brother, and sister-in-law all contributed to Sheriff Corpus's 2022 campaign for Sheriff.

After interviewing the candidate, Sgt. Chan and Ms. Barnes each gave the candidate a non-passing score, based on her answers to their questions and her insufficient experience. They recommended that the candidate apply to become a Community Service Officer in order to gain relevant experience. Sgt. Chan told Det. Garcia and Lt. Zaidi that the candidate had not passed the interview.

Later that same day, Mr. Aenlle contacted Ms. Enders, the top civilian human resources employee within the SMCSO. Mr. Aenlle told Ms. Enders that Sheriff Corpus was upset because Ms. Barnes had been part of the interview panel and because the candidate had not passed the interview. Mr. Aenlle instructed Ms. Enders to rescind the interview results and to pass the applicant onto the next stage of the hiring process. Ms. Enders told Mr. Aenlle that she would not do so.

The following day, Undersheriff Perea instructed Lt. Zaidi to move the candidate forward in the hiring process. Lt. Zaidi informed Undersheriff Perea that the candidate had failed their interview, but Undersheriff Perea insisted, saying that Sheriff Corpus wanted the candidate moved through the process. Shortly thereafter, Lt. Zaidi instructed a civilian Management Analyst to change the candidate interview results in the application management system from "fail" to "pass" at the direction of the Sheriff and Undersheriff, and stood over her shoulder as she did so. Lt. Zaidi later informed Ms. Enders that he was told by Undersheriff Perea that Sheriff Corpus wanted the applicant to move forward in the hiring process.

Thereafter, Sgt. Fava and Sgt. Chan protested the decision to move the applicant forward in the hiring process notwithstanding the fact that the applicant had failed the interview. Ms. Enders ultimately refused to move the candidate forward in the process, writing that members of the Sheriff's Office should not "engage in actions that undermine or interfere with the integrity of the civil service process under any circumstances," and that "any deviation from" the interview and application process "would be inappropriate and unacceptable."

Mr. Aenlle's harsh treatment of SMCSO employees, and his generally poor leadership skills, further eroded morale. The example often cited by witnesses is Mr. Aenlle's treatment of long-time SMCSO civilian employee Jenna McAlpin. In April 2024, Mr. Aenlle confronted Ms. McAlpin concerning a rumor that she had posted denigrating content about Sheriff Corpus

on social media. Mr. Aenlle confronted Ms. McAlpin about this rumor on or about her last day at the Sheriff's Office. Ms. McAlpin denied having anything to do with the social media posts, but Mr. Aenlle implied that she was not being truthful; in response, she swore on her children's lives that she was telling the truth, and offered to take a lie-detector test. Ms. McAlpin was very upset by this interaction, and she told Mr. Aenlle that he was making her emotionally and physically uncomfortable. As soon as Mr. Aenlle left her office, Ms. McAlpin began to cry.

2. Sheriff Corpus's Executive Team warned her about Mr. Aenlle's conduct and the effect it was having on the office.

Sheriff Corpus was aware of Mr. Aenlle's unprofessional conduct but refused to act. On multiple occasions, Undersheriff Hsiung warned Sheriff Corpus that Mr. Aenlle's unprofessional conduct and lack of experience as a law enforcement leader imperiled the Sheriff's Office's operational abilities. One example of this arose in the context of an Internal Affairs investigation that occurred in 2024. A sergeant made an allegation of misconduct against a captain. The sole witness was also a captain. Because of the high ranks of the principal witness and subject of the investigation, the Sheriff's Office outsourced the investigation. Undersheriff Hsiung instructed Mr. Aenlle not to discuss the underlying incident with either captain, so as not to taint the investigation or violate procedural rights. Ignoring that instruction, Mr. Aenlle discussed the incident with the captain who was a principal witness in the investigation. When Undersheriff Hsiung confronted Mr. Aenlle about his interference with the investigation, rather than to take responsibility for his conduct, Mr. Aenlle attempted to minimize the effect of his decision to discuss the incident with the witness. Undersheriff Hsiung later told Sheriff Corpus that Mr. Aenlle compromised the investigation. However, he did not have confidence that Sheriff Corpus would or could control Mr. Aenlle's future conduct given their personal relationship.

Likewise, Assistant Sheriff Monaghan advised Sheriff Corpus, on multiple occasions, that Mr. Aenlle's conduct, and his way of communicating with employees, was interfering with operations for both sworn and civilian employees. For example, Assistant Sheriff Monaghan spoke to Ms. McAlpin shortly after the incident with Mr. Aenlle described above, and Ms. McAlpin was visibly upset and appeared to have been crying. Assistant Sheriff Monaghan spoke to Sheriff Corpus about it, but she downplayed the seriousness of the incident and commented that Ms. McAlpin has a tendency to be "emotional" and might have overreacted.

3. Sheriff Corpus's close personal relationship with Mr. Aenlle and her decision to retain him on her Executive Team contributed to the departures of numerous senior advisors and Executive Team members.

As described above, after Sheriff Corpus's election, she assembled a transition team of seasoned law enforcement officers with ties to the SMCSO office, including former Assistant Sheriff Jeff Kearnan, former Capt. Paul Kunkel, and former Lt. Dan Guiney. Mr. Kearnan left the transition team before Sheriff Corpus's inauguration due to his concerns about her relationship with

Mr. Aenlle. Likewise, Mr. Guiney left shortly after Sheriff Corpus's inauguration based on concerns about Mr. Aenlle.

Mr. Kunkel stayed on after Sheriff Corpus's inauguration as a contractor to serve as the unofficial Assistant Sheriff for Corrections and to hire a full-time replacement for that position. Mr. Kunkel identified several promising candidates for leadership positions, including a police chief from within San Mateo County and a former assistant sheriff from Santa Clara County. Mr. Kunkel could not identify any opposition to those candidates other than Mr. Aenlle's. Neither was hired. Capt. Kunkel chose to leave the SMCSO in early 2024 in large part due to Mr. Aenlle's influence over the office. At the time he left, no assistant sheriff for Corrections had been hired. Sheriff Corpus has still never had a full-time assistant sheriff for Corrections.

Mr. Hsiung joined the SMCSO as Sheriff Corpus's first undersheriff because he wanted to help Sheriff Corpus reform the SMCSO. Undersheriff Hsiung eventually resigned in June 2024 because of Sheriff Corpus's inability to command the SMCSO at an executive level, her tendency to retaliate against personnel who disagreed with her or she believed had previously wronged her, and her continually allowing Mr. Aenlle to interfere with him and other sworn personnel in the performance of their duties.

Like Mr. Hsiung, Mr. Monaghan entered his position enthusiastic about the prospect of working for a new sheriff with a reform-minded agenda. However, Sheriff Corpus removed Assistant Sheriff Monaghan from his position in September 2024, and she has not hired a full-time replacement for his position.

As a result of these departures, the SMCSO is currently operating without critical leadership positions filled. The SMCSO is supposed to operate with a Sheriff, Undersheriff and three assistant sheriffs, including one devoted to overseeing the operation of the County's two jails. There are currently no assistant sheriffs.

H. Grounds for Removal

The foregoing conduct is, independently and collectively, grounds to remove Sheriff Corpus from office for cause for the following reasons.

Sheriff Corpus violated laws related to the performance of her duties as Sheriff. San Mateo County Charter Art. IV § 412.5(B)(1). *First*, California's conflict-of-interest law requires public officials to exercise authority "with disinterested skill, zeal, and diligence and primarily for the benefit of the public." *Clerk v. City of Hermosa Beach*, 48 Cal. App. 4th 1152, 1170–71 (1996) (quoting *Noble v. City of Palo Alto* (1928) 89 Cal. App. 47, 51). The law "prohibits public officials from placing themselves in a position where their private, personal interests may conflict with their official duties." *Id.* (quoting (64 Ops. Cal. Atty. Gen. 795, 797 (1981))). The common law conflict-of-interest rule "extends to noneconomic conflicts of interest." *Id.* at 1171 n.18. This law, and "[a]ll laws pertaining to conflicts of interest," are "applicable to all officers, employees and members of boards and commissions" of San Mateo County. San Mateo County Charter, Art. V § 510. Further, it is "the policy of the County to recruit, select, retain and

promote the best qualified officers and employees,” and “[a]ppointments and promotions shall be made on the basis of merit and in conformity with the principles of equal opportunity.” San Mateo County Charter, Art. V § 501. And “the selection and retention of employees” must be “on the basis of merit and fitness.” *Id.* § 505. Sheriff Corpus’s own Policy Manual provides that “Candidates for job openings will be selected based on merit, ability, competence and experience.” SMCSO Policy Manual § 1000.2. The Policy Manual further prohibits employees “from directly supervising, occupying a position in the line of supervision or being directly supervised by any other employee ... with whom they are involved in a personal or business relationship,” *id.* § 1025.2(a), and prohibits “recommending promotions ... or other personnel decisions affecting an employee ... with whom they are involved in a personal or business relationship,” *id.* § 1025.2(b). Sheriff Corpus has violated these laws with respect to her treatment of Mr. Aenlle, with whom she enjoys a close personal relationship, including by hiring and employing him at public expense in positions for which he is not qualified, by seeking promotions and salary increases for him, and by retaining him in those positions notwithstanding the fact that the County Executive and others advised Sheriff Corpus that doing so was improper. Moreover, Sheriff Corpus tolerated, enabled, and acquiesced to Mr. Aenlle’s conduct that was detrimental to the morale and proper functioning of the Sheriff’s office.

Second, pursuant to California Commission on Peace Officer Standards and Training (“POST”) regulations, “[e]very peace officer candidate shall participate in an oral interview to determine suitability to perform the duties of a peace officer.” Cal. Code Regs. tit. 11, § 1952(a). The SMCSO has an obligation to ensure that every peace officer candidate “satisfies all minimum selection requirements.” Cal. Code Regs. tit. 11, § 1952(a). Further, as noted above, all “[a]ppointments and promotions [in the SMCSO] shall be made on the basis of merit and in conformity with the principles of equal opportunity,” San Mateo County Charter, Art. V § 501, and “the selection and retention of employees” must be “on the basis of merit and fitness,” *id.* § 505. Sheriff Corpus violated these laws by directing that SMCSO personnel advance a candidate who failed an oral examination and thus failed to satisfy the minimum selection requirement specified by law.

Sheriff Corpus has also flagrantly and repeatedly neglected her duties as defined by law. San Mateo County Charter Art. IV § 412.5(B)(2). California law requires that Sheriff Corpus preserve the peace in San Mateo County, operate the jails in the County, and hire necessary staff to execute her responsibilities. Gov’t Code §§ 26600, 26604, 26605. Moreover, per Sheriff Corpus’s own Policy Manual, the “Sheriff is responsible for planning, directing, coordinating, controlling and staffing all activities of the Sheriff’s Office for its continued and efficient operation.” Policy Manual § 201.1.1(a)(2). In addition, “[t]he Sheriff is responsible for administering and managing ... the Administration and Support Services Division[,] Operations Division[, and] Corrections Division.” *Id.* § 200.2. Each of the foregoing Divisions is to be commanded by an Assistant Sheriff. *Id.* §§ 200.2.1, 200.2.2, 200.2.3. Sheriff Corpus flagrantly neglected these duties by hiring, promoting and retaining Mr. Aenlle notwithstanding his lack of qualifications, his poor leadership skills, and the repeated warnings she received regarding the same. Indeed, as a result of Sheriff Corpus’s actions, the SMCSO is currently without any of the three assistant sheriffs required by Sheriff Corpus’s Policy Manual.

I. Supporting Evidence

The witnesses who can testify to the facts detailed above include, but are not limited to, the following individuals:

- SMCSO Associate Management Analyst Valerie Barnes
- San Mateo County Executive Michael Callagy
- Sgt. Gaby Chaghcuri
- Sgt. Jimmy Chan
- Det. Rick Chaput
- SMCSO Human Resources Manager Heather Enders
- Former Lt. Daniel Guiney
- Former Undersheriff Christopher Hsiung
- Former Assistant Sheriff Jeff Kearnan
- San Mateo County Human Resources Director Rocio Kiryczun
- Former Capt. Paul Kunkel
- Former Records Manager Jenna McAlpin
- Former Assistant Sheriff Ryan Monaghan
- Lt. Jonathan Sebring
- Dep. Carlos Tapia
- Executive Assistant Jennifer Valdez
- Lt. Irfan Zaidi

The documents that support the facts detailed above include, but are not limited to, the following documents, which are attached as exhibits hereto:

- November 26, 2021 Barnes-Sheriff Corpus Texts re: Sheriff Christina Corpus's relationship with Kovach

- December 30, 2021 Barnes-Sheriff Corpus Texts re: Sheriff Christina Corpus's relationship with Kovach
- 2022 Draft Organizational Chart
- January 12, 2022 Barnes-Sheriff Corpus Texts re: Aenlle's Ranch
- January 18, 2022 Barnes-Sheriff Corpus Texts re: Sheriff Christina Corpus's relationship with Kovach
- January 27, 2022 Barnes-Sheriff Corpus Text re: Wedding Venues
- January 27, 2022 Barnes-Sheriff Corpus Texts re: Earrings
- January 31, 2022 Barnes-Sheriff Corpus Texts re: Aenlle
- February 26, 2022 Barnes-Sheriff Corpus Texts re: Aenlle Foot Massage
- May 11, 2022 Barnes-Sheriff Corpus Texts re: Airbnb in Hawaii
- August 30, 2022 Contract Between County of San Mateo and Victor Aenlle
- October 21, 2022 Email from Iliana Rodriguez to Aenlle re: Termination of Contract
- January 1, 2023 Contract Between County of San Mateo and Victor Aenlle
- 2023 Special Projects Coordinator I Job Description
- March 7, 2023 Email from County Human Resources Lisa Yapching to Joann Lov and Heather Enders re: Extra Help Positions
- July 6, 2023 Job Posting for Executive Director of Administration
- 2023 Victor Aenlle CV and Application for Executive Director of Administration
- July 31, 2023 Memo from Sheriff Christina Corpus to Rocio Kiryczun re: Victor Aenlle - Step E Request
- August 1, 2023 Email from Rocio Kiryczun to Sheriff Christina Corpus re: Victor Aenlle - Step E Request
- February 13, 2021 Memo from Sheriff Christina Corpus to Rocio Kiryczun re: Differential Request for Dr. Victor Aenlle
- March 8, 2024 Email from Sheriff Christina Corpus to Former Undersheriff Christopher

Hsiung re: Document

- March 12, 2024 Memo from Former Undersheriff Hsiung to Rocio Kiryczun re: Temporary Differential Pay
- March 13, 2024 Email from Rocio Kiryczun to Sheriff Christina Corpus re: Discretionary Pay for Victor Aenlle
- April 16, 2024 Memo from Sheriff Christina Corpus to Rocio Kiryczun re: Request for Aenlle Raise
- April 24, 2024 Email from Rocio Kiryczun to Sheriff Christina Corpus re: Request for Reconsideration of Allowance for Victor Aenlle
- September 25, 2024 Victor Aenlle Transcript of Interview with Judge Cordell
- November 13, 2024 Email from Sgt. Joe Fava and Sgt. Jimmy Chan to Lt. Irfan Zaidi re: Oral Board Concern
- November 13, 2024 Video Recording of Special Meeting of the Board of Supervisors
- November 14, 2024 Email from Rocio Kiryczun to Sheriff Christina Corpus re: Assistant Sheriff Job Classification Requirements
- November 18, 2024 Email from Heather Enders to Sheriff Christina Corpus, Undersheriff Perea, and Lt. Irfan Zaidi re: Concerns Regarding the Interview Process for Candidate
- 2024 Victor Aenlle Volunteer Hours
- April 17, 2025 Email from Sheriff Christina Corpus to Len Beato re: Reserve Deputy Victor Aenlle

II. Grounds for Removal Relating to the Investigation and Arrest of DSA President Carlos Tapia

A. Introduction

Dep. Carlos Tapia is the president of the DSA. The DSA is the recognized bargaining unit for San Mateo County deputies, correctional officers, and district attorney inspectors.

In 2024, the relationship between the DSA and Sheriff Corpus broke down due to several issues, including Mr. Aenlle's role in the SMCSO and negotiations related to the Sheriff's overtime policy. After the DSA began to criticize Sheriff Corpus, she ordered her Executive Team, and in particular then-Acting Assistant Sheriff Matthew Fox, to investigate how Dep. Tapia submitted

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his hours worked to the County. In ordering this investigation and then conducting it in-house, Sheriff Corpus did not follow the SMCSO's standard policy to refer investigations of potential criminal activity by members of the SMCSO to the San Mateo District Attorney. This policy is important to prevent the Sheriff from unilaterally conducting and acting on allegations of serious misconduct where conflicts of interest are present, such as in the investigation of a union leader by the Sheriff. Compounding her failure to refer the investigation to the District Attorney, Sheriff Corpus and Mr. Penle repeatedly and improperly limited the scope of the investigation, precluding her lead investigator from collecting relevant evidence and speaking to material witnesses.

On November 12, 2024, based on that restricted and therefore incomplete investigation, the Sheriff sent her lead investigator to meet with and inform the District Attorney of her plan to arrest Dep. Tapia that day. After the District Attorney declined to apply for an arrest warrant and advised against proceeding with a warrantless probable cause arrest, Sheriff Corpus nevertheless ordered her personnel to arrest Dep. Tapia that same day. A month later, the District Attorney's Office concluded its own investigation and exonerated Dep. Tapia, stating that "Deputy Tapia should not have been arrested" because "the complete investigation showed that there was no basis to believe any violation of law had occurred."

In ordering Dep. Tapia's investigation and arrest, Sheriff Corpus violated laws related to the performance of her duties, flagrantly neglected her duties, and obstructed an investigation into herself and the SMCSO, providing cause for her removal under Section 412.5(b)(1), (2), and (5).

B. Factual Background

1. The MOU allows Dep. Tapia to bill for "release time" spent on DSA activities.

The County and the DSA have entered into a Memorandum of Understanding ("MOU") that governs management and labor relations for the 2021–2026 period. Section 3 of the MOU provides the DSA President with 60 hours of "release time" per pay period, which equates to 30 hours of release time per week. The MOU explains that "[p]aid release time is intended to support the collaboration and cooperative spirit of labor relations by ensuring that Association members have access to resources designed to help support their continued success as public employees and that Association leaders have an opportunity to work together to support the success of their members." The MOU limits the DSA President's use of release time to delineated union-related activity. The MOU further states that all "approved release time will be coded appropriately on the employee's timecard using pay code RTE."

Former Acting Sgt. David Wozniak served as the DSA President for over a decade until mid-2022. Throughout his tenure, Mr. Wozniak did not use the "RTE" code, or any other code, to log release time spent on DSA activities when he submitted his timecards. Instead, he used the "001 – Regular Hour" code for his DSA-related work.

Dep. Tapia became interim DSA President in July 2022. A few months after Dep. Tapia was elected DSA President, he was transferred to the Transportation Unit within the SMCSO. At the time Dep. Tapia was moved into the Transportation Unit, he was assigned a four-days-a-week, ten-hours-per-day schedule. Dep. Tapia conducted 30 hours of DSA business per week, typically on Tuesdays, Wednesdays, and Thursdays. On Fridays, Dep. Tapia was assigned to work a ten-hour shift in the Transportation Unit. Like his predecessor, Dep. Tapia used the “001 – Regular Hour” code for logging all of his work, whether for the DSA or the Transportation Unit, until August 2024 when, as discussed below, he was told to use a different code.

2. After Sheriff Corpus takes over the SMCSO, her relationship with the DSA deteriorates.

After Sheriff Corpus took office in January 2023, she and her Executive Team began to confer with the DSA and OSS about labor relations. Those discussions became increasingly contentious and hostile over time.

In or around January 2024, Dep. Tapia began receiving complaints from DSA members about Mr. Aenlle. These complaints alleged, among other things, that Mr. Aenlle—who, as discussed above, had no experience in executive law enforcement before joining Sheriff Corpus’s Executive Team—engaged in inappropriate behavior towards deputies and frequently made decisions outside the scope of his role as the Executive Director of Administration. Dep. Tapia periodically raised these issues with then-Undersheriff Hsiung, who relayed the complaints to Sheriff Corpus. Sheriff Corpus did not address or resolve those complaints, and Mr. Aenlle did not demonstrate a meaningful change in behavior.

In or around March 2024, Dep. Tapia conferred with Sheriff Corpus concerning overtime policies. The double overtime policy, which was in effect between December 2023 and June 2024, allowed officers to receive double time when they worked more than nine hours of overtime per week. Another overtime policy in place governed how overtime shifts would be scheduled. In the course of their discussions, Sheriff Corpus began asserting that she thought the policies were problematic and needed to be changed or discontinued, including because of her view that some deputies were excessively billing double overtime. Dep. Tapia disagreed and expressed that the policies were working as intended and helped the SMCSO with recruiting and retention.

Around the same time, Sheriff Corpus and her Executive Team tasked SMCSO Director of Finance Stacey Stevenson with tracking which deputies were submitting double overtime and how much double overtime they were submitting. At all relevant times, Ms. Stevenson reported directly to Mr. Aenlle. At the direction of Sheriff Corpus’s Executive Team, Ms. Stevenson tracked the ongoing costs of double overtime and presented her analysis of those costs to the Executive Team on a bi-weekly basis. As Ms. Stevenson was preparing the double overtime reports, either she or a member of the Executive Team realized that Dep. Tapia and other union leaders were not using billing codes to differentiate between their regular hours and their release

time spent on union activities. Ms. Stevenson would later inform investigators from the District Attorney's Office that this discovery was made in June or July 2024.

On or about June 21, 2024, it became public throughout the SMCSO that Undersheriff Hsiung had resigned from the SMCSO. As noted above, Undersheriff Hsiung reports that he resigned because of Sheriff Corpus's inability to command the SMCSO, her tendency to retaliate against personnel, and her refusal to stop Mr. Aenlle from interfering with sworn personnel in the performance of their duties.

On June 21, 2024, DSA Vice President Ephraim Cheever sent an email broadly distributed throughout the SMCSO stating that DSA leadership was "deeply saddened by this change, as [Undersheriff Hsiung] was a big supporter of our organization, our union, and us as employees." The email further stated that the DSA had "several projects, such as revisions to the overtime policy ... that are now left in limbo."

Later that day, Sheriff Corpus sent Dep. Tapia a text message stating that she was "very disappointed at the email that was sent out by Cheever." Dep. Tapia responded by proposing that he and Sheriff Corpus have a meeting to discuss. At the meeting, Sheriff Corpus continued to stress her disappointment in DSA Vice President Cheever's email and asked Dep. Tapia to issue a statement to "retract" Cheever's email. Dep. Tapia declined to do so.

In or around July 2024, Dep. Tapia began to meet with Undersheriff Perea, who had replaced Undersheriff Hsiung, to discuss a potential renewal of an overtime policy, which was set to expire. Dep. Tapia and Undersheriff Perea had several meetings in which they discussed potential changes to the overtime policy, but they were unable to reach an agreement. The meetings became increasingly contentious and hostile as the parties were unable to reach an agreement.

3. Judge Cordell interviews Dep. Tapia.

On or about August 12, 2024, Judge Cordell interviewed Dep. Tapia as part of her independent investigation.

4. The DSA and Sheriff Corpus have a contentious meeting concerning overtime policies.

On or about August 15, 2024, Sheriff Corpus, Undersheriff Perea, Dep. Tapia, OSS President Hector Acosta, and Katy Roberts, a San Mateo County human relations official, along with others, held a labor meet-and-confer about the Sheriff's overtime policies and practices. The meet-and-confer was unsuccessful, and several attendees described the meeting as heated and contentious.

5. After the August 15, 2024 meeting, Dep. Tapia begins to receive messages from SMCSO's finance and human resources departments concerning his timecard practices.

A few hours after the contentious August 15, 2024 meet-and-confer meeting ended, Dep. Tapia received an email from a member of the SMCSO's Human Resources staff, Connor Santos-Stevenson, instructing him to "please put something in the comments section [of his timecards] when you have a 015 line for auditing purposes."²

After receiving the email, Dep. Tapia called Mr. Santos-Stevenson and asked him why Mr. Santos-Stevenson was auditing his timecards. Mr. Santos-Stevenson responded that he did not "want to be involved" and "was being asked to do this," but he declined to identify who had asked him to email Dep. Tapia. Mr. Santos-Stevenson appears to have known that Dep. Tapia did not use the 015 code when entering time since at least December 2023.³

The next day, on August 16, 2024, Ms. Stevenson emailed SMCSO Deputy Director of Finance Jason Cooksey to ask him to review the DSA union agreement "and find the language that allows" for the Sheriff's Office to "be reimbursed by the [DSA] for a portion of" Dep. Tapia's salary.

On August 19, 2024, Mr. Cooksey responded by saying he did not see "any specific language in the MOUs that mentions reimbursement for the paid release time." On August 19, 2024, after receiving Mr. Cooksey's message, Ms. Stevenson emailed the SMCSO Payroll Unit with the subject line "Check timecard." In the email, Ms. Stevenson stated that she had learned that Dep. Tapia should be using the "RTE" code in his timecard for time spent "conducting union business," and she asked the Payroll Unit to "please check ... Carlos Tapia's timecards and let [her] know if he uses that code ever[.]" On August 21, 2024, SMCSO Payroll Supervisor Van Enriquez responded by stating that he had run "a quick audit and [did not] think [Carlos Tapia had] ever used that code before." Ms. Stevenson then asked Mr. Enriquez to email Dep. Tapia, copying Dep. Tapia's supervisor, and tell him that he should be using an "RTE" code to log his release time for DSA activities when submitting his timecards. She also asked Mr. Enriquez to "blind copy" or "forward the email" so she could "retain a record."

On August 23, 2024, as requested by Ms. Stevenson, Mr. Enriquez sent Dep. Tapia an email instructing him that he needed to change his practice and use the code "RTE" whenever he was logging release time on his timecard for DSA activity. Mr. Enriquez copied Dep. Tapia's supervisors, Lt. Brandon Fensel and Sgt. Steve Woelkers, on the correspondence.

² "015" is a code that the DSA President has traditionally used for specialty pay when submitting timecards.

³ Mr. Santos-Stevenson is Ms. Stevenson's son.

After receiving that email, Dep. Tapia called Mr. Enriquez and asked him who had instructed him to look into his timecards. Dep. Tapia reports that Mr. Enriquez responded by saying "I don't want to get involved." Dep. Tapia also told Mr. Enriquez that the County's payroll system did not permit him to use the "RTE" code. Mr. Enriquez then corresponded with the County's Human Resources Department, which confirmed that Dep. Tapia did not have the ability to use the "RTE" code but could use a "010" code to log release time.

On August 28, 2024, Mr. Enriquez emailed Dep. Tapia again and told him to instead use the code "010" to report his DSA time in light of the fact that he could not access the "RTE" code. Since then, Dep. Tapia has reported his DSA time using the "010" code as instructed by Mr. Enriquez.

Sgts. Chiu, Hallworth, and Woelkers were Dep. Tapia's direct supervisors in the Transportation Unit during the relevant time period. They regularly reviewed and approved Dep. Tapia's timecards. All of them reported that, prior to November 2024, they were unaware of a requirement that Dep. Tapia should have been logging DSA time using a specific release time code. Dep. Tapia has no recollection of his predecessor Mr. Wozniak, his supervising sergeants, or anyone else telling him that, as DSA President, he should log his DSA time in his timecards using a specific release time code before Mr. Enriquez instructed him to do so in August 2024.

Several members of SMCSO reported that coding errors in timecards are commonplace within the office. For example, SMCSO Human Resources Manager Heather Enders reported that issues with timecards like Dep. Tapia's are the sort of "human error" that are very common at the SMCSO. Ms. Enders noted that, despite her role in human resources, even she has had issues with correctly coding her timecards.

6. The DSA and OSS file a PERB complaint against Sheriff Corpus and declare "no confidence" in Mr. Aenlle.

After the August 15, 2024 meeting, relations between the DSA and OSS and Sheriff Corpus continued to deteriorate, and DSA and OSS leadership had by then begun considering a vote of no confidence against Mr. Aenlle. On August 26, 2024, Dep. Tapia received a text message from Det. Mike Garcia, who Dep. Tapia understood was a close ally of Sheriff Corpus, asking if he was available for a call. On that call, Det. Garcia said that he had heard that the DSA was planning to on hold a vote of no confidence against Sheriff Corpus. Dep. Tapia clarified that the no-confidence vote would be against Mr. Aenlle. Det. Garcia expressed disagreement with the planned vote and asked if Dep. Tapia had spoken to Sheriff Corpus about problems with Mr. Aenlle and DSA's intent to hold the vote of no confidence. Dep. Tapia said that he had tried but the Sheriff did not return his calls.

Later that same day, Dep. Tapia received a text message from Sheriff Corpus that said, "I haven't received any calls from you. We can meet off site in San Bruno on Monday." Dep. Tapia understood from Sheriff Corpus's text message that she had discussed the DSA's plans to hold a no-confidence vote concerning Mr. Aenlle with Det. Garcia and was offering to meet to discuss the planned vote.

On or about August 30, the DSA filed a complaint to the California Public Employment Relations Board (“PERB”) alleging that the County, through Sheriff Corpus, had engaged in unlawful labor practices, including failing to meet and confer in good faith concerning the overtime policy.⁴ On September 6, 2024, the DSA and OSS began polling members regarding a vote of “no confidence” in Mr. Aenlle.

On September 17, 2024, the DSA and OSS publicly announced their vote of “no confidence” in Mr. Aenlle at a news conference.

7. Sheriff Corpus inquired about Dep. Tapia’s attendance in Transportation.

In August or September 2024, Sheriff Corpus called Lt. Hensel, who managed the Transportation Unit to which Dep. Tapia was assigned. According to Lt. Hensel, Sheriff Corpus asked him about Dep. Tapia’s attendance in the Transportation Unit and told him that she may need him to start monitoring Dep. Tapia’s attendance. Lt. Hensel told Sheriff Corpus that he was surprised by this because he was unaware of any issues with Dep. Tapia’s attendance and had never reported any such issues up his chain of command. Sheriff Corpus responded that she wanted to make sure Dep. Tapia was showing up in Transportation when he was supposed to.

8. Sheriff Corpus asks Acting Assistant Sheriff Fox to investigate Dep. Tapia.

On or about October 14, 2024, Sheriff Corpus directed Acting Assistant Sheriff Fox to initiate an investigation into how Dep. Tapia recorded and coded his time on his timecards. Acting Assistant Sheriff Fox reports that Sheriff Corpus told him that she had decided to open this investigation because Lt. Hensel had reached out to her and told her that Dep. Tapia was “never here”—meaning, working in the Transportation Unit—and had asked whether Dep. Tapia’s assigned day in the Transportation Unit could be changed from Friday to Monday.

Lt. Hensel, however, disputes this account. As noted above, Lt. Hensel recalls that Sheriff Corpus approached him and, to his surprise, told him that she may need him to monitor Dep. Tapia’s attendance. Lt. Hensel is confident he would not have said or suggested that he was having issues with Dep. Tapia’s attendance. Likewise, Lt. Hensel reports that he would not have said that he wanted to switch Dep. Tapia’s assigned day in the Transportation Unit from Friday to Monday because Fridays tend to be difficult days to staff. Sgt. Woelkers, Sgt. Hallworth, and Sgt. Chiu all independently verified that Fridays are busy days for the Transportation Unit.

⁴ On April 3, 2025, PERE issued its own complaint alleging that the County, through Sheriff Corpus, engaged in unfair labor practices by, among other things, failing to meet and confer in good faith regarding the overtime policy.

9. In violation of SMCSO policy, Sheriff Corpus conducts an in-house investigation into Dep. Tapia for potential criminal conduct.

In or around mid- or late October 2024, Acting Assistant Sheriff Fox met with Sheriff Corpus, Undersheriff Perea, and Mr. Aenlle to review his preliminary investigative findings regarding Dep. Tapia's timecards. Acting Assistant Sheriff Fox informed the Sheriff, the Undersheriff, and Mr. Aenlle at this meeting that he had discovered that Dep. Tapia had abruptly changed his coding behavior in August 2024. Sheriff Corpus and Mr. Aenlle responded that this timing coincided with when Dep. Tapia and the DSA had begun to publicly criticize the Sheriff, and they suggested to Acting Assistant Sheriff Fox that Dep. Tapia changed his timecard practices at that time because he knew he would come under scrutiny given his increased public criticism of the Sheriff. There was no mention at this meeting with Acting Assistant Sheriff Fox that Mr. Enriquez, at Ms. Stevenson's direction, had told Mr. Tapia on August 28, 2024, that he should change the billing code for reporting his release time.

At this meeting, Sheriff Corpus, Undersheriff Perea, Mr. Aenlle, and Acting Assistant Sheriff Fox discussed potential options on how to proceed with the investigation in light of Acting Assistant Sheriff Fox's preliminary findings. Acting Assistant Sheriff Fox and Undersheriff Perea made several recommendations, one of which included transferring the investigation to the District Attorney's Office. In a break with SMCSO policy,⁵ Sheriff Corpus decided against that recommendation, stating that she did not trust personnel within the District Attorney's Office. Acting Assistant Sheriff Fox and Undersheriff Perea also suggested transferring the investigation to PSB, which is responsible for Internal Affairs investigations within the SMCSO. Sheriff Corpus also rejected that suggestion, stating that she did not trust the sworn officers assigned to PSB. The Executive Team also discussed bringing in an outside investigator to take over the investigation into Dep. Tapia's timecards. Sheriff Corpus rejected that suggestion as well. Acting Assistant Sheriff Fox and Undersheriff Perea further recommended placing Dep. Tapia on administrative leave, which is a common step taken by internal investigators when the alleged misconduct is serious and, critically, would have allowed for more time for the investigation. Again, Sheriff Corpus rejected this suggestion as well. The Sheriff ultimately decided that Acting Assistant Sheriff Fox would complete the investigation himself.

10. Sheriff Corpus and her Executive Team limit the evidence available to Acting Assistant Sheriff Fox.

According to Acting Assistant Sheriff Fox, neither Sheriff Corpus nor anyone else from the Executive Team informed him at any time that Mr. Enriquez had instructed Dep. Tapia to begin coding his release time with the 010 code in August 2024.

⁵ Section 1011.9 of the SMCSO Policy Manual states: "Where a member is accused of potential criminal conduct, the district attorney's office shall be requested to investigate the criminal allegations apart from any administrative investigation. Any separate administrative investigation may parallel a criminal investigation."

Although Ms. Stevenson did not respond to multiple requests to be interviewed as part of our investigation in an interview with the District Attorney's Office on December 2, 2024, Ms. Stevenson told investigators that she was "sure" that she had told the Executive Team that she had discovered Dep. Tapia's coding error, and that she had asked Mr. Enriquez "to email [Dep. Tapia] to use proper coding" because the Executive Team had been "watching all of the overtime reports" and had discussed that "the union reps were not using their time and that [Ms. Stevenson] would need to clear it up with HR."

During the course of Acting Assistant Sheriff Fox's investigation, he informed Mr. Aenlle that he was planning to contact Mr. Enriquez to discuss Dep. Tapia's timecards. Mr. Aenlle, however, directed Acting Assistant Sheriff Fox to instead interview Joann Lov, another payroll staff member. Ms. Lov did not know that Mr. Enriquez had instructed Dep. Tapia to change his timecoding practices in August 2024. Heeding Mr. Aenlle's direction, Acting Assistant Sheriff Fox met with Ms. Lov, and not Mr. Enriquez.

Sometime in mid-October 2024, Acting Assistant Sheriff Fox asked to review Dep. Tapia's keycard records. Sheriff Corpus denied that request, stating to Acting Assistant Sheriff Fox that she did not trust the lieutenant who oversaw those records. As a result, Acting Assistant Sheriff Fox was unable to review keycard records to confirm whether Dep. Tapia was present for shifts in the Transportation Unit even when other scheduling materials may have suggested he was absent.

In late October and into November 2024, Acting Assistant Sheriff Fox provided near-daily updates to Sheriff Corpus, Undersheriff Perea, and Mr. Aenlle regarding his investigation into Dep. Tapia's timecards. On multiple occasions in late October and into November 2024, Acting Assistant Sheriff Fox repeated his suggestion to Sheriff Corpus that Dep. Tapia be placed on administrative leave, which would have allowed for more time for the investigation. Sheriff Corpus dismissed those recommendations and instead instructed Acting Assistant Sheriff Fox to complete the investigation.

Acting Assistant Sheriff Fox's investigation focused primarily on cross-referencing attendance information he obtained from Lt. Hensel based on daily scheduling materials from the Transportation Unit with Dep. Tapia's timecard records. Lt. Hensel informed Acting Assistant Sheriff Fox that the Transportation Unit's scheduling materials were potentially incomplete and subject to human error. Lt. Hensel further informed Acting Assistant Sheriff Fox that he was unaware of any attendance issues with Dep. Tapia and recommended to Acting Assistant Sheriff Fox that he speak with Dep. Tapia's direct supervisors in Transportation, which included Sgts. Woelkers, Hallworth, and Chiu. Acting Assistant Sheriff Fox did not interview any of the sergeants in the Transportation Unit.

Sgts. Woelkers, Hallworth, and Chiu, who were responsible for reviewing Dep. Tapia's timecards or overtime slips before he submitted them, do not recall having to correct any inaccuracies in the timecards or overtime slips. They further reported that Dep. Tapia is an exemplary and reliable employee who does not miss work without explanation, who typically

communicates about his availability, and who they can rely upon as a team player. None of them could recall a single instance of Dep. Tapia not showing up for an assigned shift in the Transportation Unit unless Dep. Tapia gave prior notice. All of them stated that, if Dep. Tapia had been absent unexpectedly, they would have known about it. Lt. Hensel also described Dep. Tapia as a “trustworthy and professional” employee, and he recalled consistently seeing Dep. Tapia working in the Transportation Unit when he was expected to be there.

11. Sheriff Corpus orders Dep. Tapia to be arrested on November 12, 2024.

On or about Thursday, November 7, 2024, Acting Assistant Sheriff Fox met with Sheriff Corpus, Undersheriff Perea, and Mr. Aenlle and discussed his findings. Multiple times throughout his investigation, including in his report presented to the Executive Team that day, Acting Assistant Sheriff Fox made clear to Sheriff Corpus, Undersheriff Perea, and Mr. Aenlle that he believed Dep. Tapia had committed timecard fraud because of the abrupt change in Dep. Tapia’s timecard practices in August 2024.

In the November 7 meeting, Acting Assistant Sheriff Fox and Undersheriff Perea again suggested placing Dep. Tapia on administrative leave. The Sheriff declined to do so. The Executive Team discussed other options, including obtaining an arrest warrant or conducting a probable cause arrest that day. Acting Assistant Sheriff Fox reports that Mr. Aenlle advocated for arresting Dep. Tapia that day, but Sheriff Corpus opted not to do so. Instead, the Executive Team agreed to meet again on Tuesday, November 12, 2024.

At that time, Sheriff Corpus and the Executive Team were aware that Judge Cordell was nearing the completion of her investigation. On November 7, after his meeting with Sheriff Corpus, Acting Assistant Sheriff Fox met separately with Undersheriff Perea and Mr. Aenlle and recalls that they discussed the forthcoming release of the Cordell Report. Mr. Aenlle was upset about the prospect of the report being released soon.

On the morning of November 12, 2024, Sheriff Corpus informed Acting Assistant Sheriff Fox of her decision to arrest Dep. Tapia and instructed him to notify the District Attorney’s office that the SMCSO would proceed with the arrest. A meet-and-confer between the union and the Executive Team to discuss the overtime policy had previously been scheduled for the afternoon of November 12, 2024.

As instructed, Acting Assistant Sheriff Fox met with Chief Deputy District Attorney Shin-Mee Chang in person to discuss Acting Assistant Sheriff Fox’s investigation of Dep. Tapia. During that meeting, Acting Assistant Sheriff Fox requested that the District Attorney seek an arrest warrant for Dep. Tapia. He further stated that if the District Attorney did not obtain a warrant, the SMCSO would proceed with its own, warrantless, probable cause arrest later that day. Chief Deputy District Attorney Chang told Acting Assistant Sheriff Fox that (1) the District Attorney would not seek an arrest warrant that day; (2) the District Attorney’s Office had reviewed a number of timecard fraud cases over the years and it would not treat this one differently; and (3) timecard fraud cases tended to be complex and further investigation may be needed. She also told Acting Assistant Sheriff Fox that she urged the Sheriff’s Office not to proceed with a

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warrantless arrest that day because, given the complexity of timecard fraud cases, the District Attorney's Office would not be able to complete its investigation within 48 hours—at which point Dep. Tapia would have to be released from custody under California law.⁶ Acting Assistant Sheriff Fox responded by informing Chief Deputy District Attorney Chang that the Sheriff's Office would nevertheless proceed with a warrantless arrest that day and that he would let her know as soon as the arrest occurred.⁷

Following this meeting, Acting Assistant Sheriff Fox spoke with Sheriff Corpus and relayed to her the conversation he had had with Chief Deputy District Attorney Chang. Acting Assistant Sheriff Fox informed Sheriff Corpus that Chief Deputy District Attorney Chang had said that proceeding with a warrantless arrest of Dep. Tapia without allowing the District Attorney to first conduct its own investigation was “not ideal.” The Sheriff nevertheless made the decision to go forward with the warrantless arrest. Acting Assistant Sheriff Fox reports that he, Undersheriff Perea, Mr. Aenlle, and SMCSO Director of Communications Gretchen Spiker were present at the meeting at which Sheriff Corpus made her decision to arrest Dep. Tapia.

Acting Assistant Sheriff Fox subsequently instructed Dep. Tapia (through his attorneys) to turn himself in for arrest at 1:00 p.m.—an hour before the previously scheduled meet-and-confer between the Sheriff and the DSA. SMCSO staff recorded Dep. Tapia self-surrendering for his arrest and shared the video with the media.⁸ Members of the SMCSO then executed Sheriff Corpus's order, arrested Dep. Tapia, and took his mugshot before releasing him on bail. The arrest was made based on a probable cause declaration signed by Acting Assistant Sheriff Fox. The declaration supporting probable cause for the arrest states that Dep. Tapia's purported criminal intent “was apparent in August 2024 when he started to submit his timecards with Association business and made the distinction of billing appropriately.” Acting Assistant Sheriff Fox since reported that, had he known about Mr. Enriquez's August 2024 emails with Dep. Tapia, he would not have believed that there was probable cause to arrest Dep. Tapia on November 12, 2024.

⁶ California Penal Code section 825(a) requires a defendant to be taken before a magistrate judge and arraigned within 48 hours after his arrest.

⁷ Acting Assistant Sheriff Fox also stated during this meeting that Sheriff Corpus was concerned that one of the District Attorney's investigators sat on the DSA Board. Chief Deputy District Attorney Chang assured Acting Assistant Sheriff Fox that, if the District Attorney investigated Deputy Tapia, they would make sure that no one that had a prior connection to Deputy Tapia or the DSA would be involved in the investigation.

⁸ For example, this video published by the Mercury News states that the footage is “courtesy of San Mateo County's Sheriff's Department.” Mercury News, San Mateo County Deputy Sheriff's Association President Carlos Tapia turns himself in, Youtube, <https://www.youtube.com/watch?v=hr9cCuX0pvY>.

12. Mr. Aenlle uses Dep. Tapia's arrest to try to discourage the release of the Cordell Report.

A few hours after Dep. Tapia's arrest, Mr. Aenlle's personal attorney, Deborah Drooz, emailed San Mateo Supervisors Nelia Corzo and Ray Mueller to threaten litigation over purported "falsehoods" that she anticipated may soon be released in the Cordell report. Ms. Drooz stated that she was "advised that a source for such falsehoods may be DSA president Carolos [sic] Tapia, someone we believe has long been dedicated to ousting Sheriff Christina Corpus and her subordinates, including Mr. Aenlle. If that is the case, you should be advised that Mr. Tapia's reputation for honesty and reliability have [sic] come under law enforcement scrutiny. As we understand it, Mr. Tapia was arrested today for fraudulent timecard use."

The Cordell Report was released to the public that day.

13. After conducting an investigation, the District Attorney declines to prosecute Dep. Tapia.

The District Attorney's Office subsequently conducted a month-long investigation into Dep. Tapia's timecard practices. At the end of that investigation, the District Attorney concluded that "no crime was committed by Deputy Tapia, that the complete investigation showed that there was no basis to believe any violation of law had occurred, and finally that Deputy Tapia should not have been arrested." The District Attorney further concluded that the Sheriff's Office investigation had been "extraordinarily limited and did not involve necessary follow-up investigation to examine the accuracy of the allegations."

Despite this, Dep. Tapia remains on administrative leave to this day, more than six months after his improper arrest.

C. Grounds for Removal

The foregoing conduct related to Dep. Tapia is, independently and collectively, grounds to remove Sheriff Corpus from office for the following reasons.

First, Sheriff Corpus violated laws related to the performance of the Sheriff's duties. San Mateo County Charter Art. IV §412.5(B)(1). Sheriff Corpus ordered Dep. Tapia arrested without probable cause to support that arrest in violation of Penal Code § 836. *See People v. Mower*, 28 Cal. 4th 457, 473 (2002) ("Reasonable or probable cause means such a state of facts as would lead a man of ordinary caution or prudence to believe, and conscientiously entertain a strong suspicion of the guilt of the accused."); *Poldo v. United States*, 55 F.2d 866, 869 (9th Cir. 1932) ("Mere suspicion is not enough; there must be circumstances represented to the officers through the testimony of their senses sufficient to justify them in a good-faith belief that the defendant had violated the law.").

Additionally, Sheriff Corpus subjected Dep. Tapia to an investigation and arrest as the result of his engaging in protected union activity. This constitutes unlawful retaliation in violation of well-established California law. *See* Gov't Code § 3304(a) ("No public safety officer shall be subjected to punitive action ... or be threatened with any such treatment, because of the lawful exercise of the rights granted under this chapter[.]"); Gov't Code § 3502.1 ("No public employee shall be subject to punitive action ... , or threatened with any such treatment, for the exercise of lawful action as an elected, appointed, or recognized representative of any employee bargaining unit."); Gov't Code § 3506 ("Public agencies and employee organizations shall not interfere with, intimidate, restrain, coerce or discriminate against public employees because of their exercise of their rights under Section 3502."); Gov't Code § 3506.5(a) ("A public agency shall not ... impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this chapter."); *see also* Cal. Code Regs. tit. 8, § 32603; Civ. Code § 51.7; San Mateo County Code § 2.14.090.

Second, in directing and overseeing a limited and therefore incomplete investigation of Dep. Tapia, Sheriff Corpus flagrantly neglected her duties as defined by law to preserve peace and investigate public offenses. San Mateo County Charter Art. IV § 412.5(B)(2); *see also* Gov't Code § 26600 (requiring the sheriff to preserve peace); *id.* § 26602 (requiring the sheriff to investigate public offenses); *Saunders v. Knight*, No. CV F 04-5924 LJO WMW, 2007 WL 3482047, at *18 (E.D. Cal. Nov. 13, 2007) ("[T]he sheriff has a duty imposed by statute to enforce the laws of the state and maintain public order and safety." (citing Gov't Code §§ 26600, 26602)); *Laurie Q. v. Contra Costa County*, 304 F. Supp. 2d 1185 (N.D. Cal. 2004) ("[S]heriffs are required under California law to ... 'investigate public offenses which have been committed.' In other words, California's sheriffs are local, non-discretionary executors of a statewide criminal system[.]" (citing Gov't Code § 26602)); Gov't Code § 815.6 ("Where a public entity is under a mandatory duty imposed by an enactment that is designed to protect against the risk of a particular kind of injury, the public entity is liable for an injury of that kind proximately caused by its failure to discharge the duty unless the public entity establishes that it exercised reasonable diligence to discharge the duty."); *Ramirez v. City of Buena Park*, 560 F.3d 1012, 1024 (9th Cir. 2009) (holding that officers "may not disregard facts tending to dissipate probable cause"). Sheriff Corpus, herself and through Mr. Aenlle, unreasonably restricted Acting Assistant Sheriff Fox from collecting relevant evidence and speaking to key witnesses in the course of his investigation into Dep. Tapia. Sheriff Corpus also insisted that the arrest proceed on November 12, 2024, against the advice of the District Attorney and despite Acting Assistant Sheriff Fox recommending that Dep. Tapia be placed on administrative leave to allow for additional time for the investigation. After the District Attorney refused to provide a warrant for the arrest, Sheriff Corpus ordered the arrest of Dep. Tapia, the DSA President, based purportedly on probable cause. Within a month, the District Attorney determined "there was no

⁹ Section 3502 provides "Public employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employee -employee relations." Gov't Code § 3502.

basis to believe any violation of law had occurred, and ... Dep. Tapia should not have been arrested."

Third, Sheriff Corpus obstructed an investigation into the conduct of the Sheriff and/or the SMCSO as authorized by the Board of Supervisors. San Mateo County Charter Art. IV § 412.5(B)(5); *see also People v. Belmares*, 130 Cal. Rptr. 2d 400, 404 (2003) (describing "obstruct" in the law enforcement context to mean "be or come in the way of," "hinder from passing, action, or operation," "impede," "retard," "shut out," and "place obstacles in the way"); *Lorenson v. Superior Court*, 35 Cal. 2d 49, 59 (1950) (defining obstruction as "malfeasance and nonfeasance by an officer in connection with the administration of his public duties, and also anything done by a person in hindering or obstructing an officer in the performance of his official obligations"); *People v. Martin*, 135 Cal. App. 3d 710, 726 (1982) (same). Acting Assistant Sheriff Fox recommended placing Dep. Tapia on administrative leave to allow more time for an investigation. Likewise, the District Attorney recommended allowing its office to conduct the investigation instead of proceeding with a probable cause arrest on November 12, 2024. Despite those recommendations, Sheriff Corpus ordered Dep. Tapia to be arrested on November 12, 2024, following an incomplete investigation. Then, within a few hours of the arrest, counsel representing Mr. Aenlle encouraged the Board of Supervisors not to release the Cordell Report and cited Dep. Tapia's recent arrest as evidence that he could not be trusted as a reliable informant.

D. Supporting Evidence

The witnesses who can testify to the facts detailed above include, but are not limited to, the following individuals:

- Sgt. Hector Acosta;
- Chief Deputy District Attorney Shin-Mee Chang;
- Sgt. Daniel Chiu;
- SMCSO Human Resources Manager Heather Enders;
- SMCSO Payroll Supervisor Van Enriquez;
- Former Acting Assistant Sheriff Matthew Fox;
- Sgt. Philip Hallworth;
- Lt. Brandon Hensel;
- Former Undersheriff Christopher Hsiung;
- San Mateo County Deputy Director of Human Resources Michelle Kuka;

- SMCSO Management Analyst Joann Lov;
- San Mateo County Labor Relations Analyst Katy Roberts;
- Dep. Carlos Tapia; and
- Sgt. Steve Woelkers.

The documents that support the facts detailed above include, but are not limited to, the following documents, which are attached as exhibits hereto:

- 2021 Memorandum of Understanding Between County of San Mateo and Deputy Sheriff's Association (January 10, 2021 – January 10, 2026);
- January 2, 2024 Email from Connor Santos-Stevenson to Van Enriquez re: 015 No Comments Week Ending 12/30/2023;
- June 21, 2024 Email from DSA Vice President Ephraim Cheever to DSA Members re: DSA Response to Undersheriff Change;
- June 21, 2024 Text Message from Sheriff Christina Corpus to Dep. Carlos Tapia;
- August 15, 2024 Email Thread from Connor Santos-Stevenson to Dep. Carlos Tapia re: 015 Earning Type Comments Section;
- August 16, 2024–August 20, 2024 Email Thread from Stacey Stevenson to Jason Cooksey re: DSA/OSS MOU's;
- August 19, 2024 Email Thread from Stacey Stevenson to Michelle Kuka re: DSA/OSS Salary Reimbursement;
- August 19, 2024–September 12, 2024 Email Thread from Stacey Stevenson to Payroll/Van Enriquez re: Check Timecard;
- August 23, 2024–August 28, 2024 Email Thread from Enriquez to Dep. Carlos Tapia re: DSA President Release Time (Coding RTE);
- August 26, 2024 Text Messages from Det. Mike Garcia to Dep. Carlos Tapia;
- August 26, 2024 Text Message from Sheriff Christina Corpus to Dep. Carlos Tapia;
- August 26, 2024–August 27, 2024 Email Thread from Van Enriquez to Lisa Raiti and Katy Roberts re: DSA President Release Time (Coding RTE);
- August 30, 2024 DSA's Complaint, *San Mateo County Deputy Sheriff's Association v.*

County of San Mateo, No. SF-CE-2224-M;

- November 12, 2024 Acting Assistant Sheriff Matthew Fox Probable Cause Declaration;
- November 12, 2024 Email from Deborah Drooz to Noelia Corzo and Ray Mueller re: Urgent Communication re: November 12, 2024 Press Conference;
- December 4, 2024 Stacey Stevenson Interview with the San Mateo County District Attorney's Office;
- December 9 2024 Acting Assistant Sheriff Matthew Fox Interview with the San Mateo County District Attorney's Office;
- December 16, 2024 Press Release, County of San Mateo District Attorney, Prosecution Decision Regarding Deputy Carlos Tapia;
- December 24, 2024 *Mercury News* Video, "San Mateo County Deputy Sheriff's Association President Carlos Tapia turns himself in," *available at*: <https://www.youtube.com/watch?v=hr9cCuX0pvY>;
- February 21, 2025 Dep. Carlos Tapia Civil Complaint against San Mateo County; and
- April 3, 2025 PEEB Complaint, *San Mateo County Deputy Sheriff's Association v. County of San Mateo*, No. SF-CE-2224-M.

III. Grounds for Removal Relating to Unlawful Punitive Action Taken Against Sgt. Javier Acosta.

A. Introduction

Sgt. Hector Acosta is President of the OSS. Together with Dep. Tapia, Sgt. Hector Acosta participated in the contentious labor-management negotiations in 2024 that led up to and included the August 15, 2024, meet-and-confer meeting that included the DSA, OSS, Undersheriff Perea, and Sheriff Corpus. Shortly after the August 15, 2024 meeting, Sheriff Corpus initiated a retaliatory Internal Affairs investigation into Sgt. Hector Acosta's brother, Sgt. Javier Acosta. Sheriff Corpus's conduct violated the Government Code.

B. Sheriff Corpus began an investigation into Sgt. Javier Acosta within a week of the contentious August 15, 2024 meeting between the DSA, OSS, and the Sheriff.

Sgt. Hector Acosta joined the Sheriff's Office in 1999. His brother, Sgt. Javier Acosta, began working for the Sheriff's Office in 2006 and was recognized as "Deputy of the Year" in 2016. Sgt. Javier Acosta was most recently assigned to the Sheriff's Community Engagement Unit.

Following the contentious August 15, 2024, meet-and-confer meeting described above, Sgt. Hector Acosta and Dep. Tapia reported their concerns that Sheriff Corpus might retaliate against them to Katy Roberts. Sgt. Hector Acosta also warned his brother Sgt. Javier Acosta that Sheriff Corpus might target him for retaliation.

Five days later, on August 20, 2024, then-Captain Matthew Fox ordered Sgt. Javier Acosta into his office. Capt. Fox told Sgt. Javier Acosta that he was not in trouble and that he did not need a lawyer. During the meeting, Capt. Fox told Sgt. Javier Acosta that “they wanted to [Internal Affairs] you.” Sgt. Javier Acosta understood this to mean that Sheriff Corpus, Undersheriff Perea, and/or Mr. Aenlle wanted to subject him to an Internal Affairs investigation. According to Sgt. Javier Acosta, Capt. Fox said that he told “them” that he would “handle it.”

Capt. Fox then proceeded to ask Sgt. Javier Acosta about an August 15, 2024, dinner that Sgt. Javier Acosta had attended to celebrate the end of SMCSO’s summer internship program. There was a report that an underaged intern had consumed alcohol at the event. Sgt. Javier Acosta told Capt. Fox what happened at the dinner, and Capt. Fox ended the meeting by saying that he considered the matter closed. Capt. Fox did not provide advance notice to Sgt. Javier Acosta of the subject of this meeting, nor did he afford Sgt. Javier Acosta an opportunity to consult with counsel or a union representative before or during the meeting.

Two days later, on August 22, 2025, Capt. Fox texted Sgt. Javier Acosta and asked him to meet outside a County building. When they met, Capt. Fox handed Sgt. Javier Acosta a letter notifying him that he was being placed on administrative leave and directing him to remain at his residence between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, “with a one-hour meal break from noon to 1:00 p.m. during which you are at liberty to leave your residence.” The letter further instructed Sgt. Javier Acosta that he would remain in this status while “the investigation into your misconduct is ongoing.” The letter did not identify the subject matter of the investigation or provide Sgt. Javier Acosta with any means to appeal the SMCSO’s decision. When Capt. Fox delivered the letter, he said words to the effect that he did not know what the letter was about but that “they asked me to come back and give it to you.” Sgt. Javier Acosta understood that Capt. Fox was acting at the direction of Sheriff Corpus, Undersheriff Perea, and/or Mr. Aenlle.

Sometime between August 22, 2025, and September 3, 2025, Sheriff Corpus initiated an Internal Affairs investigation into Sgt. Javier Acosta. The policy and practice of the Sheriff’s Office is for sworn officers in PSB to oversee Internal Affairs investigations or, when necessary, outsource the investigation to a neutral third-party investigator. With respect to Sgt. Javier Acosta, however, Sheriff Corpus bypassed the sworn PSB officers and did not initially outsource the investigation. Instead, at a meeting attended by Sheriff Corpus, Mr. Aenlle, Undersheriff Perea, Capt. Fox, and Heather Enders, Sheriff Corpus and Mr. Aenlle asked Ms. Enders to draft an Internal Affairs notice to Sgt. Javier Acosta containing allegations about the August 15 dinner and interactions between Sgt. Javier Acosta and a Sheriff’s Office intern. Ms. Enders is a civilian employee with no experience or training regarding Internal Affairs investigations, and prior to this date, she had never drafted—or been asked to draft—an Internal Affairs notice.

Nonetheless, Ms. Enders drafted the Internal Affairs notice as directed by Sheriff Corpus and Mr. Aenlle, but she could not sign it because she is not a sworn officer.

On or about September 3, 2024, Undersheriff Perea contacted Capt. Brian Philip, told him that Ms. Enders would be sending him the Internal Affairs notice, and ordered him to sign and serve it on Sgt. Javier Acosta. Capt. Philip had joined the Sheriff's Office in August 2023, after 19 years at the Palo Alto Police Department. Since joining the Sheriff's Office, Capt. Philip had overseen PSB. Until Undersheriff Perea contacted him, Capt. Philip had not been provided with any information regarding the investigation of Sgt. Javier Acosta and was entirely unaware of any such investigation.

Ms. Enders emailed Capt. Philip a copy of the Internal Affairs notice she had prepared at the direction of Sheriff Corpus and Mr. Aenlle. Capt. Philip reviewed the Internal Affairs notice that Ms. Enders prepared and notified her by email that the notice "fail[ed] to meet several POBAR requirements as referenced in Government Code section 3303." He also wrote that "Contrary to normal custom and practice at the San Mateo County Sheriff's Office, [PSB] was excluded from the intake of this complaint, and as such, [he did] not have the requisite information to properly serve this notice." Capt. Philip copied his supervisor, then-Assistant Sheriff Monaghan, on that email.

Sgt. Javier Acosta ultimately received the Internal Affairs notice on or about September 4, 2024, signed by Assistant Sheriff Monaghan. The notice lists several provisions of the Policy Manual that Sgt. Javier Acosta allegedly violated and contains a narrative regarding the August 15, 2024 dinner and Sgt. Javier Acosta's interactions with an intern. The notice indicates that Sgt. Javier Acosta would be subject to an interrogation, but it lacks an interview date, time, or location; nor does it identify an interviewer inconsistent with standard practice. The complainant is identified as Sheriff Corpus.

C. Sgt. Javier Acosta remains on administrative leave without explanation.

No member of PSB ever interviewed Sgt. Javier Acosta, and there is no PSB investigation open into Sgt. Javier Acosta. In December 2024, outside investigators at the firm Chaplin & Hill interviewed Sgt. Javier Acosta. In approximately March 2025, Sgt. Javier Acosta's attorney contacted the outside investigators at Chaplin & Hill to inquire into why the investigation was still unresolved six months after it began. The outside investigators informed Sgt. Javier Acosta's attorney that they had completed their investigation and submitted it to the Sheriff's Office. Nonetheless, Sgt. Javier Acosta remains on administrative leave.

D. Grounds for Removal

The foregoing conduct related to Sgt. Acosta is, independently and collectively, grounds to remove Sheriff Corpus from office for cause because she violated laws related to the performance of the Sheriff's duties. San Mateo County Charter Art. IV § 412.5(B)(1).

First, Sheriff Corpus violated the Public Safety Officers Procedural Bill of Rights Act (“POBRA”), Gov’t Code §§ 3300, *et seq.*, by taking punitive action against Sgt. Javier Acosta without affording him the rights provided by Government Code Sections 3303 and 3304. For example, Sgt. Acosta was not informed prior to his interrogation “of the rank, name, and command of the officer in charge of the interrogation [or] the interrogating officers,” Gov’t Code 3303(b); was not “informed of the nature of the investigation prior to any interrogation,” *id.* § 3303(c); was not afforded the right to be “represented by a representative of his or her choice who may be present at all times during the interrogation,” *id.* § 3303(i); and was not afforded the opportunity for an administrative appeal, *id.* § 3304(b).

Second, Sheriff Corpus violated California law by subjecting Sgt. Acosta to an improper investigation and imposing on him an extended administrative leave because of protected union activity. “Public employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations,” Gov’t Code § 3502, and “No public safety officer shall be subjected to punitive action ... or be threatened with any such treatment, because of the lawful exercise of [such] rights.” Gov’t Code § 3304(a); *see also* Gov’t Code § 3506 (“Public agencies and employee organizations shall not interfere with, intimidate, restrain, coerce or discriminate against public employees because of their exercise of their rights under Section 3502.”); Gov’t Code § 3506.5(a) (“A public agency shall not ... impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this chapter.”); Cal. Code Regs. tit. 8, § 32603 (“It shall be an unfair practice for a public agency to ... [i]nterfere with, intimidate, restrain, coerce or discriminate against public employees because of their exercise of rights guaranteed by Government Code section 3502.”).

E. Supporting Evidence

The witnesses who can testify to the facts detailed above include, but are not limited to, the following individuals:

- Sgt. Hector Acosta;
- Sgt. Javier Acosta;
- Dep. Carlos Tapia;
- Former Acting Assistant Sheriff Matthew Fox;
- SMCSO Human Resources Manager Heather Enders; and,
- Former Capt. Brian Philip.

The documents that support the facts detailed above include, but are not limited to, the following documents, which are attached as exhibits hereto:

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- August 22, 2024 Letter from Capt. Matthew Fox to Sgt. Javier Acosta;
- September 3, 2024 Emails between Heather Enders and Capt. Brian Philip;
- September 4, 2024 Internal Affairs Notice to Sgt. Javier Acosta.

IV. Grounds for Removal Relating to the Termination of Former Assistant Sheriff Ryan Monaghan

A. Introduction

Ryan Monaghan served as an assistant sheriff and member of Sheriff Corpus's Executive Team from February 2023 through September 2024. Assistant Sheriff Monaghan was interviewed by Judge Cordell in the course of her investigation. Within 72 hours of learning that Assistant Sheriff Monaghan had talked to Judge Cordell, Sheriff Corpus removed him from his position as assistant sheriff. In removing Assistant Sheriff Monaghan from his position, Sheriff Corpus violated several anti-retaliation and public safety officer employment laws related to the performance of her duties.

B. Sheriff Corpus retaliated against Assistant Sheriff Monaghan days after learning that he had spoken to Judge Cordell as part of her investigation.

In 2022, Sheriff Corpus recruited Ryan Monaghan, previously the Chief of Police in the City of Tiburon, to be an assistant sheriff in her administration and member of her Executive Team. Throughout 2023, Assistant Sheriff Monaghan, Undersheriff Hsiung, and Mr. Aenlle formed the core of Sheriff Corpus's Executive Team. In 2024, the relationship between Sheriff Corpus and Undersheriff Hsiung deteriorated, resulting in Undersheriff Hsiung resigning on June 21, 2024. This left Assistant Sheriff Monaghan as the sole sworn member of Sheriff Corpus's Executive Team.

Judge Cordell was retained and began her investigation in July 2024. The fact of her investigation was initially confidential. On September 12, 2024, the Board of Supervisors issued a public statement announcing that it had appointed Judge Cordell to conduct an independent investigation into the Sheriff's Office. Shortly thereafter, Judge Cordell interviewed Assistant Sheriff Monaghan. He reported to Judge Cordell two incidents in which he believed Sheriff Corpus had violated the law and violated Sheriff's Office policy. First, Assistant Sheriff Monaghan reported to Judge Cordell that he believed that Sheriff Corpus had retaliated against Capt. Rebecca Albin by revoking her worksite access the day before her official date of separation. Assistant Sheriff Monaghan believed that the Sheriff's actions were retaliatory and that they violated Capt. Albin's legal rights as set forth in the Sheriff's Office Policy Manual and as set forth in POBRA. Second, Assistant Sheriff Monaghan reported to Judge Cordell that he believed that Sheriff Corpus had retaliated against Capt. Philip by transferring him from PSB to Corrections. Assistant Sheriff Monaghan believed that the Sheriff's actions were retaliatory and violated Capt. Philip's legal rights as set forth in POBRA and the Sheriff's Office Policy Manual.

On September 17, 2024, Assistant Sheriff Monaghan, Sheriff Corpus, Mr. Aenlle, and Undersheriff Perea attended a civic meeting in Half Moon Bay. After the meeting, in the presence of Undersheriff Perea, Mr. Aenlle asked Assistant Sheriff Monaghan whether he had spoken to Judge Cordell. Assistant Sheriff Monaghan answered that he had. Assistant Sheriff Monaghan recalls that Mr. Aenlle responded, sarcastically, "That's just great, when were you planning on telling the Sheriff and the rest of us?" Mr. Aenlle was visibly upset.

Shortly after the September 17, 2024 conversation with Mr. Aenlle, Assistant Sheriff Monaghan contacted Judge Cordell and informed her that Mr. Aenlle had asked him if he had spoken to her.

On September 18, 2024, Assistant Sheriff Monaghan told Sheriff Corpus that he had spoken to Judge Cordell. Sheriff Corpus complained to Assistant Sheriff Monaghan that Judge Cordell's investigation was a "witch hunt" and a "joke." Assistant Sheriff Monaghan also told Sheriff Corpus that he believed that it was inappropriate for Mr. Aenlle to question potential witnesses about their cooperation with Judge Cordell's investigation and that Sheriff Corpus should advise Mr. Aenlle not to question such witnesses. Sheriff Corpus disagreed and conveyed her view that Mr. Aenlle could inquire about rumors that he heard related to the investigation.

On September 19, 2024, Sheriff Corpus did not invite Assistant Sheriff Monaghan to a press conference. Before this instance, it had been Sheriff Corpus's general practice to invite her entire Executive Team to press conferences.

On September 20, 2024, Undersheriff Perea took Assistant Sheriff Monaghan into a meeting in Sheriff Corpus's office. During the ensuing meeting, Sheriff Corpus told Assistant Sheriff Monaghan that she was "really disappointed" and that she heard that he was saying things about her. She told Assistant Sheriff Monaghan that trust was important to her and that she no longer trusted him. She ended the meeting saying, "I don't think things are going to work out."

Undersheriff Perea then accompanied Assistant Sheriff Monaghan to his office and ordered him to turn in his badge, gun, and identification. Undersheriff Perea also told Assistant Sheriff Monaghan that he could not use his office computer. Assistant Sheriff Monaghan understood that his employment was being involuntarily terminated.

Prior to Assistant Sheriff Monaghan's termination, Sheriff Corpus had never conducted a performance review of him nor provided him with a written performance evaluation, much less one that criticized his work. Likewise, neither Undersheriff Hsiung nor Undersheriff Perea had ever conducted a performance review of Assistant Sheriff Monaghan nor provided him with a written performance review. To the contrary, Undersheriff Hsiung, who was Assistant Sheriff Monaghan's direct supervisor during most of his tenure with the Sheriff's Office, describes Assistant Sheriff Monaghan's performance during their time in the Sheriff's Office as "100% positive." Undersheriff Hsiung also reported that Sheriff Corpus never spoke negatively about Assistant Sheriff Monaghan's performance.

In a September 22, 2024, letter to the Board of Supervisors, Sheriff Corpus described her intent as having been to terminate Mr. Monaghan's employment for "performance duplicity and failure to execute the goals of the Sheriff's Office expeditiously." However, despite stripping Assistant Sheriff Monaghan of his official duties, badge, and gun, Sheriff Corpus never submitted termination paperwork for Assistant Sheriff Monaghan to the County's human resources department. To this day, Assistant Sheriff Monaghan remains on administrative leave.

C. Grounds for Removal

The foregoing conduct related to Assistant Sheriff Monaghan is, independently and collectively, grounds to remove Sheriff Corpus from office for cause for the following reasons.

First, Sheriff Corpus violated laws related to the performance of her duties as Sheriff. San Mateo County Charter Art. IV § 412.5(B)(1). It is against California law to "retaliate against an employee ... for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation." Labor Code § 1102.5(b). Moreover, "[a]ny retaliation or reprisal by any [San Mateo] County officer or employee against any complainant or informant is strictly prohibited" by the County Code. San Mateo County Code § 2.14.090. The County of San Mateo has asserted "a paramount interest in protecting the integrity of its governmental institutions," and, "[t]o further this interest," has declared that "individuals should be encouraged to report possible violations of laws, regulations and rules governing the conduct of County officers and employees." *Id.* § 2.14.060. And it is the intent of Section 2.14.090 to "to protect all complainants or informants from retaliation for filing a complaint with, or providing information about, improper government activity by County officers and employees." *Id.* The SMCSO Policy Manual likewise prohibits "retaliate[ion] against any person for ... opposing a practice believed to be unlawful ...; for reporting or making a complaint ...; or for participating in any investigation." SMCSO Policy Manual § 1029.3. Indeed, the SMCSO has "zero tolerance for retaliation." *Id.* § 1029.2. Sheriff Corpus violated these laws by terminating and otherwise removing from office Assistant Sheriff Monaghan for cooperating with, and speaking to, Judge Cordell in the course of her investigation. Assistant Sheriff Monaghan had reason to believe that the information he provided to Judge Cordell included violations of state and local law, including POBRA.

Second, Sheriff Corpus obstructed an investigation into the conduct of the Sheriff and/or the SMCSO authorized by the Board of Supervisors. San Mateo County Charter Art. IV § 412.5(B)(5). State law applicable to the Sheriff defines "obstruct" in the law enforcement context to mean "be or come in the way of," "hinder from passing, action, or operation," "impede," "retard," "shut out," and "place obstacles in the way." *Belmares*, 130 Cal. Rptr. 2d at 404; *see also Lorenson*, 35 Cal. 2d at 59 (defining obstruction as "malfeasance and nonfeasance by an officer in connection with the administration of his public duties, and also anything done by a person in hindering or obstructing an officer in the performance of his official obligations"); *Martin*, 135 Cal. App. 3d at 726 (same). Sheriff Corpus obstructed Judge

Cordell's investigation into the SMCSO by terminating Assistant Sheriff Monaghan for cooperating with, and speaking to, Judge Cordell in the course of her investigation.

D. Supporting Evidence

The witnesses who can testify to the facts detailed above include, but are not limited to, the following individuals:

- San Mateo County Executive Michael Callagy;
- Former Undersheriff Christopher Hsuing; and,
- Former Assistant Sheriff Ryan Monaghan.

The documents that support the facts detailed above include, but are not limited to, the following documents, which are attached as exhibits hereto:

- September 12, 2024 Statement from the Board of Supervisors Regarding the Sheriff's Office
- September 22, 2024 Letter from Sheriff Christina Corpus to Board of Supervisors President Warren Bloum

V. Grounds for Removal Relating to Unlawful Retaliatory Transfers and Terminations.

A. Introduction

Sheriff Corpus transferred Capt. Brian Philip, Lt. Jonathan Sebring, and Sgt. Jimmy Chan in retaliation for perceived disloyalty. Sheriff Corpus transferred Capt. Philip and Lt. Sebring from PSB duties to work in the jail. Capt. Philip was transferred shortly after he refused to participate in the investigation into Sgt. Javier Acosta and reported on the deficiencies in the proposed Internal Affairs notice. Lt. Sebring was transferred after taking steps to investigate misconduct by Mr. Aenlle. Sgt. Chan was transferred from PSB to an assignment at the San Francisco Airport ("SFO") within hours of participating in a press conference in support of Measure A. Sheriff Corpus also constructively terminated Capt. Rebecca Albin after she posted an innocuous message on social media that angered Sheriff Corpus.

B. Sheriff Corpus retaliated against Capt. Philip for refusing to sign and serve the deficient Internal Affairs notice to Sgt. Javier Acosta.

As described above, Undersheriff Perea contacted Capt. Philip on or about September 3, 2024, and ordered him to sign the Internal Affairs notice that Heather Enders had prepared at the direction of Sheriff Corpus and Mr. Aenlle. At the time, Capt. Philip knew nothing about the investigation of Sgt. Javier Acosta or about the Internal Affairs notice. After Capt. Philip

received a copy of the Internal Affairs notice from Ms. Enders by email, he responded by noting that it “fail[ed] to meet several POBAR requirements as referenced in Government Code section 3303.” He also explained that he did “not have the requisite information to properly serve this notice.”

Shortly after Capt. Philip sent his email to Ms. Enders on September 3, 2024, Mr. Aenlle sent an after-hours text message to Ms. Enders asking if Capt. Philip had been with the Sheriff’s Office for over a year. When she confirmed that Capt. Philip had been with the Sheriff’s Office for over a year, Mr. Aenlle replied in a text message, “OK so he’s past probation.” Sheriff’s Office employees like Capt. Philip who have worked for more than a year are protected by POBRA and cannot be terminated without cause. *See Gov’t Code § 3304(b)*. Ms. Enders understood that Mr. Aenlle was asking about Capt. Philip’s work history to determine if Sheriff Corpus could fire him without cause, and she understood Mr. Aenlle’s response as an acknowledgement that Sheriff Corpus could not fire him without cause.

After their text message exchange, Mr. Aenlle called Ms. Enders. Mr. Aenlle asked why Capt. Philip had written his September 3, 2024, email refusing to sign the Internal Affairs notice. Ms. Enders explained that Capt. Philip had no personal knowledge of or involvement in the investigation, despite being in charge of PSB. Mr. Aenlle responded that he intended to remove Capt. Philip, saying, “We need someone we can trust.” Ms. Enders understood Mr. Aenlle to mean that he and Sheriff Corpus wanted someone in charge of PSB who would do what they asked.

Shortly after Capt. Philip refused to sign the Internal Affairs notice, Undersheriff Perea called Capt. Philip into his office for a meeting. During this meeting, at which Assistant Sheriff Ryan Monaghan was present, Undersheriff Perea told Capt. Philip that he was to be transferred from PSB to Corrections where he would report to Capt. William Fogarty, whom Capt. Philip was more senior than. At the time, Capt. Philip had no experience in the Corrections unit, and there were already captains in place supervising each of the jails. Undersheriff Perea offered no explanation for the transfer or its timing, and he would not say whether the transfer was permanent.

As a result of the transfer to the Corrections unit, Capt. Philip was stripped of certain responsibilities and duties, including overseeing the firing range and serving on task forces devoted to narcotics trafficking, vehicle theft, and the creation of the childcare substation.¹⁰

¹⁰ On November 12, Undersheriff Perea ordered Capt. Philip to arrest Deputy Tapia without a warrant or a probable cause statement. Capt. Philip had no knowledge as to why Deputy Tapia was being arrested and refused to participate in the arrest, citing his belief that the arrest was likely illegal. After Undersheriff Perea threatened Capt. Philip with an insubordination charge, Capt. Philip resigned from the Sheriff’s Office.

C. Sheriff Corpus retaliated against Lt. Sebring after he advised an employee that she could file an HR complaint against Mr. Aenlle.

Lt. Jonathan Sebring was assigned to PSB from April 2018 until June 2024. In April 2023, Sheriff Corpus promoted Lt. Sebring from Sergeant to Acting Lieutenant, and he became a full Lieutenant in or about July 2023. From the beginning of the Corpus administration through his transfer, Lt. Sebring received positive performance reviews. In April 2024, Lt. Sebring took action within the scope of his duties in response to Mr. Aenlle's treatment of Jenna McAlpin. Approximately two months later, Sheriff Corpus abruptly and without explanation transferred Lt. Sebring out of PSB and into Corrections, a less desirable assignment.

As discussed above, Jenna McAlpin is a former long-tenured civilian employee within the Sheriff's Office. Ms. McAlpin was a Records Manager, but she was assigned to serve as Mr. Aenlle's administrative assistant. She announced her resignation in March 2024 and her last day of work was scheduled for April 4, 2024. On or about April 3, 2024, Mr. Aenlle confronted Ms. McAlpin about a rumor that she had posted denigrating content about Sheriff Corpus on social media. As described above, her interaction with Mr. Aenlle left Ms. McAlpin upset and in tears.

Lt. Sebring spoke to Ms. McAlpin shortly after her interaction with Mr. Aenlle. When he spoke to Ms. McAlpin, she was still visibly upset and was crying. Lt. Sebring told her that she could file a complaint with Human Resources. Ms. McAlpin subsequently reported the incident to Human Resources.

That same afternoon, Sheriff Corpus went to Lt. Sebring's office to discuss the incident. Lt. Sebring told Sheriff Corpus that he believed Mr. Aenlle's conduct was inappropriate and expressed that it was unfortunate that, due to Mr. Aenlle's behavior, a long-term employee like Ms. McAlpin would leave the Sheriff's Office under such difficult circumstances. After hearing Lt. Sebring recount what he had learned from Ms. McAlpin, Sheriff Corpus tried to justify Mr. Aenlle's actions, saying that he had simply been "direct."

Prior to that conversation, Sheriff Corpus regularly called Lt. Sebring to discuss PSB matters. Following that conversation, Sheriff Corpus stopped speaking to Lt. Sebring.

On or about June 19, 2024, Sheriff Corpus transferred Lt. Sebring out of PSB and into the Corrections Unit. This transfer was ordered outside the typical cycle for transfers. Additionally, there was not a staffing need for Lt. Sebring because there were several lieutenants already assigned to Corrections. Lt. Sebring considers the transfer a punitive action because Corrections is understood throughout the Sheriff's Office to be less prestigious and beneficial for career development than PSB.

D. Sgt. Chan was transferred within hours of appearing at a press conference in support of Measure A.

Sgt. Jimmy Chan joined the Sheriff's Office in 2015 and was promoted to sergeant in 2022. In September 2024, he began work on a specialty assignment in PSB after a competitive interview process. Sgt. Chan understood that he would be in PSB for four to five years based on his understanding of how long specialty assignments typically last. Sgt. Chan understood that his position in PSB was a favorable one that would be helpful for future promotion opportunities.

On or about February 5, 2025, Sgt. Chan used an approved hour of vacation time to attend a press conference in support of Measure A during his lunch break. Sgt. Chan was visible in television footage of the press conference. That same day, Undersheriff Perea contacted Lt. Daniel Reynolds to tell him that Sgt. Chan was to be transferred to SFO. Around 5:00 p.m. that day, Lt. Reynolds informed Sgt. Chan that he was being transferred to SFO. Lt. Reynolds told Sgt. Chan that he should assume that the transfer order came from Sheriff Corpus.

At the time, there was a waiting list of other sergeants who had applied for the position at SFO. Sgt. Chan was not provided an opportunity to contest or appeal the transfer decision, and he has not been given any updates to date as to when, if ever, he will return to PSB. Sgt. Chan views the transfer as unfavorable and as negatively affecting his future professionally.

E. Sheriff Corpus retaliated against Capt. Rebecca Albin for posting a message on social media.

Captain Rebecca Albin was assigned by Sheriff Corpus to serve as the commander of the Coastside Patrol Bureau; in that position she also functioned as the police chief for Half Moon Bay. In early May 2024, Capt. Albin gave notice that she was leaving the SMCSO to take a position with another law enforcement agency closer to her home in Morgan Hill; her last day was to be June 20, 2024.

On June 18, 2024, Capt. Albin posted a goodbye message to the Half Moon Bay community on NextDoor, a website that facilitates community-based communication. The post was complementary of the Half Moon Bay community; it did not denigrate the SMCSO or Sheriff Corpus; and it cited her desire for a reduced commute as the reason for her departure. Prior to this time, Capt. Albin, who had received praise in the SMCSO for her effective use of social media, had never been told that she needed permission before posting messages to NextDoor. Nonetheless, she notified the SMCSO and the Half Moon Bay City Manager that she intended to announce her departure on NextDoor.

Less than an hour after she posted her message on NextDoor, Capt. Albin received a phone call from Undersheriff Hsiung, who told her that Sheriff Corpus was upset with her about the post. Undersheriff Hsiung told Capt. Albin that the Sheriff was going to revoke Capt. Albin's access to her SMCSO email account, NextDoor, and Evertel (a law enforcement messaging application). Capt. Albin was also informed that her access to the Half Moon Bay substation and other county facilities would be revoked. That evening, Capt. Albin was not able to access her

SMCSO email or the SMCSO website used for entering timecards. When Capt. Albin returned to her office to gather her belongings on June 20, 2024, her building access had been turned off, and she was escorted by SMCSO personnel such that she was not left alone in the building.

Sheriff Corpus proceeded in the face of advice not to retaliate against Capt. Albin. On the evening of June 18, 2024, Undersheriff Hsiung cautioned Sheriff Corpus that, despite her anger towards Capt. Albin, she should not revoke Capt. Albin's access to SMCSO systems "before the agreed upon date or else it could be considered a de facto or constructive termination." Sheriff Corpus ignored Undersheriff Hsiung's advice and constructively terminated Capt. Albin's employment before her resignation was effective in retaliation for Capt. Albin's NextDoor post.

Sheriff Corpus's retaliation against Capt. Albin may also have been motivated by animus directed against Capt. Albin's religious background. Detective Jeff Morgan, who has worked for the SMCSO since 2017 after laterally moving from the Daly City Police Department, recalls having a phone call with Sheriff Corpus in 2022. During the call, Sheriff Corpus referred to Capt. Albin as a "Jew b----."¹¹

F. Grounds for Removal

Each instance of the foregoing retaliatory conduct against Capt. Philip, Capt. Albin, Lt. Sebring, and Sgt. Chan is, independently and collectively, grounds to remove Sheriff Corpus from office for cause because Sheriff Corpus has violated laws related to the performance of the Sheriff's duties. San Mateo County Charter Art. IV § 412.5(B)(1).

First, Sheriff Corpus unlawfully retaliated against Capt. Philip. It is unlawful to "retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation." Labor Code § 1102.5. Moreover, "[a]ny retaliation or reprisal by any [San Mateo] County officer or employee against any complainant or informant is strictly prohibited" by the County Code. San Mateo County Code § 2.14.090. And, as noted above, Section 2.14.090 "protect[s] all complainants or informants from retaliation for filing a complaint with, or providing information about, improper government activity by County officers and employees."

¹¹ Sheriff Corpus's use of a derogatory term to refer to Capt. Albin is consistent with her use of others slurs in the workplace. Both Det. Morgan and Ms. Barnes recall hearing Sheriff Corpus refer to prior Sheriff Bolanos as a "coconut," which Det. Morgan recalls Sheriff Corpus explaining that by that she meant "brown on the outside, white on the inside." Ms. Barnes also recalls hearing Sheriff Corpus refer to former Sheriff Bolanos using a slur commonly known as "the N-word." Ms. Barnes and Mr. Guiney also recall hearing Sheriff Corpus refer to a Millbrae City Council Member as a "fuzzbumper," a derogatory term for lesbians. Sheriff Corpus also used this term to refer to that same Millbrae City Council Member in text messages with Ms. Barnes.

Id. § 2.14.060. Indeed, “individuals should be encouraged to report possible violations of laws, regulations and rules governing the conduct of County officers and employees.” *Id.* § 2.14.060. The SMCSO Policy Manual likewise prohibits “retaliate[ion] against any person for ... opposing a practice believed to be unlawful ...; for reporting or making a complaint ...; or for participating in any investigation.” Sheriff Corpus violated these laws by transferring Capt. Philip to a less desirable and advantageous post in retaliation for refusing to sign and serve the deficient Internal Affairs notice to Sgt. Acosta and for reporting the improper Notice.

Second, Sheriff Corpus unlawfully retaliated against Sgt. Chan. It is unlawful to retaliate against an employee for engaging or participating in political activities. Labor Code § 1101 (“No employer shall make, adopt, or enforce any rule, regulation, or policy (a) [f]orbid[ding] or preventing employees from engaging or participating in politics or from becoming candidates for public office [or] (b) [c]ontrolling or directing, or tending to control or direct the political activities or affiliations of employees.”); Labor Code § 1102 (“No employer shall coerce or influence or attempt to coerce or influence his employees through or by means of threat of discharge or loss of employment to adopt or follow or refrain from adopting or following any particular course or line of political action or political activity.”); *Ali v. L.A. Focus Publ’n*, 112 Cal. App. 4th 1477, 1487 (2003) (sections 1101 and 1102 protect employees’ “fundamental right ... to engage in political activity without ... threat of retaliation from employers.”) (internal quotations omitted); *see also* Gov’t Code § 3302(a) (“No public safety officer shall be prohibited from engaging in political activity.”) Sheriff Corpus violated these laws by transferring Sgt. Chan to a less desirable and advantageous post in retaliation for his participation in the political rally in support of Measure A.

Third, Sheriff Corpus violated POBRA by taking punitive action against Capt. Philip, Lt. Sebring, Sgt. Chan and Capt. Albin without affording them the rights provided by Government Code Sections 3303 and 3304. A public safety officer cannot be subject to “punitive action ... without providing the public safety officer with an opportunity for administrative appeal.” Gov’t Code § 3304(b). Sheriff Corpus took punitive action against Capt. Philip, Lt. Sebring, and Sgt. Chan by transferring them for participating in lawful conduct that the Sheriff disfavore~~d~~. Likewise, Sheriff Corpus locked Capt. Albin out of her work site on the basis of her lawful conduct. Sheriff Corpus did not provide these officers with the right to an administrative appeal in violation of POBRA.

G. Supporting Evidence

The witnesses who can testify to the facts detailed above include, but are not limited to, the following individuals:

- Former Capt. Rebecca Albin;
- SMCSO Associate Management Analyst Valerie Barnes;
- Sgt. Jimmy Chan;

- SMCSO Human Resources Manager Heather Enders;
- Former Lt. Daniel Guiney;
- Former Undersheriff Christopher Hsiung;
- Former Records Manager Jenna McAlpin;
- Former Assistant Sheriff Ryan Monaghan;
- Sgt. Jeffrey Morgan;
- Former Capt. Brian Philip;
- Lt. Daniel Reynolds; and,
- Lt. Jonathan Sebring.

The documents that support the facts detailed above include, but are not limited to, the following documents, which are attached as exhibits hereto:

- February 5, 2024 Memo from Lt. Jonathan Sebring to Assistant Sheriff Ryan Monaghan;
- June 18, 2024 Text message exchange between Former Undersheriff Christopher Hsiung and Sheriff Christina Corpus;
- July 5, 2024 Letter from Sgt. Jimmy Chan to Lt. Irfan Zaidi;
- September 3, 2024 Text message exchange between Victor Aenlle and Heather Enders;
- November 12, 2024 Chronology by Former Capt. Rebeca Albin; and,
- February 6, 2025 Video of DSA Support for Measure A depicting Sgt. Jimmy Chan.

VI. Grounds for Removal Relating to the Professional Standards Bureau

A. Introduction

The Sheriff has mandatory, statutory obligations to investigate allegations of officer misconduct. PSB implements these obligations by investigating citizen complaints and use-of-force complaints, and conducting Internal Affairs investigations, among other duties.

Sheriff Corpus has mismanaged PSB and inhibited the unit from effectively performing its core investigative functions, leading to a severe backlog of uncompleted investigations. PSB suffers from lack of executive leadership. Sheriff Corpus and Undersheriff Perea require PSB personnel

to obtain executive authorization to undertake basic investigatory steps, including even the decision to initiate a preliminary inquiry to determine whether a formal investigation is warranted, but they also fail to act on requests incoming from PSB in a timely fashion. In addition, Sheriff Corpus has demonstrated a pattern of intervening and delaying some PSB investigations without apparent justification, particularly when she has a pre-existing personal relationship with the target of the investigation.

Sheriff Corpus's repeated and flagrant failure to maintain a functional PSB unit—which is itself an outgrowth of Sheriff Corpus's failure to maintain a functional executive management team—constitutes cause to terminate under Section 412.5(B)(2) of the County Charter.

B. Overview of PSB functions

PSB has multiple functions. One function is to oversee the SMCSO's efforts to hire sworn staff. PSB ensures that SMCSO's hiring adheres to the County's civil service rules. Sworn and non-sworn personnel both work on hiring matters within PSB. Another function of PSB is to administratively investigate allegations of wrongdoing within the SMCSO. PSB officers conduct investigations into, among other things, civilian complaints and use-of-force incidents. PSB officers also typically serve as the Internal Affairs investigators for the agency. While non-sworn staff provide support services to investigating officers, the investigations themselves are conducted by sworn personnel.

Traditionally, when PSB receives a misconduct allegation, a PSB sergeant performs a preliminary fact-finding inquiry to help determine whether further investigation is warranted. The sergeant will then provide an initial report based on her or his findings to a superior officer, usually a lieutenant with oversight over PSB. A lieutenant will then pass on those preliminary findings, at times with a recommendation on whether to open a formal investigation, to PSB's supervising officer, typically either a captain or an assistant sheriff. Past and current members of PSB report that the assistant sheriff overseeing PSB has traditionally had authority to open formal Internal Affairs investigations after receiving the preliminary report, though the assistant sheriff has sometimes consulted the Sheriff or Undersheriff in making this decision.

This process has permitted PSB to generally open and conduct Internal Affairs investigations while limiting the personal involvement of the Sheriff or the Undersheriff. Several current and former members of PSB report that limiting the Sheriff and Undersheriff's involvement in the pre-hearing investigative process is important for two reasons: (1) the Sheriff's and Undersheriff's schedules are often consumed with overseeing other divisions of the SMCSO, and (2) the Sheriff is the ultimate decision-maker with respect to personnel discipline and the Undersheriff almost always serves as the *Skelly* officer in any internal disciplinary hearing.¹²

¹² The function of a *Skelly* officer in public employee disciplinary matters is to provide a review of the employer's charge and the employee's response and to evaluate whether evidence supports the proposed disciplinary action.

C. Sheriff Corpus has inhibited PSB from fulfilling its investigative function.

For more than six months PSB has lacked executive-level and command-level leadership. In January 2023, Sheriff Corpus eliminated an assistant sheriff position to make room for Mr. Aenlle's civilian "chief of staff" position. Sheriff Corpus then hired Ryan Monaghan to fill one of the two remaining assistant sheriff positions but left the other assistant sheriff position unfilled.¹³ Assistant Sheriff Monaghan oversaw PSB during his tenure at the SMCSO. In mid-2023, Sheriff Corpus also recruited Capt. Brian Philip to join the SMCSO and help Assistant Sheriff Monaghan in overseeing PSB.

In September 2024, Sheriff Corpus transferred Captain Philip out of PSB to a position in Corrections after Captain Philip refused to sign and serve a deficient Internal Affairs notice on Sgt. Javier Acosta. (*See supra* § III.B.) Since then, there has been no captain with oversight over PSB.

A few weeks later, in September 2024, Sheriff Corpus terminated Assistant Sheriff Monaghan in retaliation for his participation in Judge Cordell's investigation. (*See supra* § IV.) Assistant Sheriff Monaghan reports that, in the months preceding his termination, Undersheriff Perea limited his ability to open Internal Affairs investigations without first obtaining the Undersheriff's preapproval.

Following Sheriff Monaghan's termination, Sheriff Corpus promoted Capt. Matthew Fox to Acting Assistant Sheriff. In that role, he briefly oversaw PSB but resigned in November 2024. Since then, there has been no assistant sheriff or captain overseeing PSB and lieutenants in the unit have had to report directly to Undersheriff Perea.

Several members of PSB report that the Sheriff's failure to have an assistant sheriff in place for more than six months has resulted in significant delays for the unit's investigative work. The tasks of approving the initiation of every Internal Affairs investigation and reviewing every completed Internal Affairs investigation has fallen to Undersheriff Perea. PSB's sworn personnel also report that Undersheriff Perea rarely takes any action without obtaining approval from Sheriff Corpus, which has further slowed the investigative process. Moreover, in a break from historic practice, Sheriff Corpus and Undersheriff Perea have limited PSB sergeants' ability to engage in even initial fact-finding of verbal complaints without first obtaining their prior approval. As a result, the current process for opening investigations regularly results in significant and unacceptable delays.

Additionally, Sheriff Corpus has also introduced significant delay into completing investigations after they are initiated. As of May 2025, the Sheriff's Office has a backlog of at least 38 investigations that have been completed by PSB and are awaiting review by Undersheriff Perea

¹³ As noted above, Mr. Kunkele unofficially served in an Assistant Sheriff for Corrections role on a contractor basis until early 2024 before resigning. Sheriff Corpus has never had a full-time Assistant Sheriff for Corrections.

and Sheriff Corpus. Approximately 13 investigations into citizen complaints have been completed by PSB and are awaiting review by an SMCSO executive officer.¹⁴ Approximately 13 investigations into the use of force have been completed by PSB and are awaiting review by an SMCSO executive officer.¹⁵ Approximately 12 Internal Affairs investigations have been completed by PSB and are awaiting review by an SMCSO executive officer.¹⁶

D. Sheriff Corpus's mismanagement of PSB has led to substantial delays in the investigative process and created significant negative effects.

Current and former members of PSB report that delaying investigations and disciplinary decisions have significant detrimental effects. It can be harder to complete stale investigations because witness memories fade over time. Furthermore, a deputy who commits misconduct may not receive corrective training in a timely fashion or might be permitted to remain in their position while putting others at risk. Sgt. Fava reports that he often receives calls from citizens who have submitted complaints and are frustrated by the lack of resolution, thereby eroding public trust.

Delays can also result in unnecessary costs to the County and taxpayers.

[REDACTED]

Finally, in some circumstances, the Public Safety Officers Procedural Bill of Rights Act can require the Sheriff's Office to issue a letter of intent to impose discipline within one year of learning of the alleged misconduct. *See* Gov't Code § 3304(d).¹⁷

[REDACTED]

¹⁴ Citizen complaint investigations are mandated by statute. *See* Cal. Pen. Code § 832.5.

¹⁵ Every use of force is investigated to determine whether such use was permissible or potentially excessive. The SMCSO has a statutory duty to investigate instances of excessive force. *See* Cal. Pen. Code § 13510.8(b)(3); (c).

¹⁶ Several Internal Affairs investigations involve "serious misconduct," which the SMCSO has a statutory duty to investigate. *See* Cal. Pen. Code § 13510.8(b)-(c).

¹⁷ There are exceptions to the administrative statute of limitations, and the application of this statute can be nuanced.

E. Examples of Sheriff Corpus's failure to properly conduct PSB investigations.

As discussed, Sheriff Corpus's mismanagement of PSB has led to the SMCSO's failure to timely complete investigations. Below are four non-exhaustive examples illustrating how Internal Affairs investigations have come to be delayed under Sheriff Corpus. The first and fourth examples also illustrate instances where Sheriff Corpus slowed PSB investigations on behalf of officers who she favors.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

F. Grounds for Removal

The foregoing conduct is, independently and collectively, grounds to remove Sheriff Corpus from office because she has failed to complete investigations into allegations of misconduct by members of her office and thus has flagrantly and repeatedly neglected her duties. San Mateo County Charter Art. VI § 12.5(B)(2).

Penal Code section 13510 8(c)(1) requires the Sheriff and her Office to complete “investigations of allegations of serious misconduct by a peace officer regardless of their employment status.” Government Code sections 26600, 26601, 26602 impose a duty on the Sheriff to preserve the peace, arrest those who attempt or commit public offenses, and investigate public offenses which have been committed. Penal Code section 832.5 requires law enforcement agencies to “establish a procedure to investigate complaints by members of the public against the personnel of these departments or agencies.” Agencies have a “duty to follow the mandatory terms of the department’s published procedure for handling citizen complaints of police misconduct.” *Galzinski v. Somers*, 2 Cal. App. 5th 1164, 1174 (2016).

As described above, Sheriff Corpus has failed to properly initiate, support, oversee, and conclude investigations into civilian, use-of-force incidents, and Internal Affairs investigations. Sheriff Corpus’s mismanagement of PSB has led to a significant backlog of incomplete

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investigations and unresolved open matters. The Sheriff also fails to dispense deputy discipline in an even-handed manner by engaging in favoritism. This conduct fails to uphold the Sheriff's duty to investigate and undermines California's comprehensive scheme for administering the standards and training of law enforcement officers, as set forth in Title 4, part 4 of the Penal Code. These failures constitute a flagrant and repeated neglect of Sheriff Corpus's duties as defined by law and constitute grounds for her removal under Section 412.5(b)(2) of Article IV of the County Charter. *See* San Mateo County Charter Art. IV § 412.5(B)(2); Penal Code §§ 832.5, 13510.8(c)(1); Gov't Code §§ 26600, 26601, 26602.

G. Supporting Evidence

The witnesses who can testify to the facts detailed above include, but are not limited to, the following individuals:

- Sgt. Jimmy Chan;
- Sgt. Joe Fava;
- Former Undersheriff Christopher Hsiung;
- Former Assistant Sheriff Ryan Monaghan;
- Former Capt. Brian Philip;
- Lt. Daniel Reynolds;
- San Mateo County Labor Relations Analyst Katy Roberts;
- Lt. Jonathan Sebring; and,
- Lt. Irfan Zaidi.

The documents that support the facts detailed above include, but are not limited to, the following documents, which are attached as exhibits hereto:

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

- I [REDACTED]
- I [REDACTED]
- I [REDACTED]

VII. Conclusion

For the foregoing reasons, cause exists to terminate Sheriff Corpus under Section 412.5.

BOARD OF SUPERVISORS — SHERIFF REMOVAL PROCEDURES

FOREWORD

The County of San Mateo (“the County”) is one of 14 charter counties in California. The County adopted its Charter in 1932 after it was ratified by San Mateo County voters. As a charter county, the County has authority under Article II, Section 19 and Article XI, Section 4 of the California Constitution to provide, in its County Charter, removal procedures for an elected Sheriff.

On March 4, 2025, the County held a countywide special election for Measure A to amend the County's Charter to grant the County Board of Supervisors the authority, until December 31, 2028, to remove the elected Sheriff of San Mateo County (“Sheriff”), for cause, by a four-fifths vote of the Board. Measure A passed overwhelmingly and following action by the Board of Supervisors and submission to the Secretary of State is now effective, resulting in Section 412.5 being added to Article IV of the County Charter (“Section 412.5”).

Section 412.5 reads, in its entirety, as follows:

- a. The Board of Supervisors may remove a Sheriff from office for cause, by a four-fifths vote, after a Sheriff has been:
 - (1) Served with a written statement of alleged grounds for removal; and
 - (2) Provided a reasonable opportunity to be heard regarding any explanation or defense.
- b. For the purposes of this Section 412.5, “cause” shall mean any of the following:
 - (1) Violation of any law related to the performance of a Sheriff’s duties; or
 - (2) Flagrant or repeated neglect of a Sheriff’s duties as defined by law; or
 - (3) Misappropriation of public funds or property as defined in California law; or
 - (4) Willful falsification of a relevant official statement or document; or
 - (5) Obstruction, as defined in federal, State, or local law applicable to a Sheriff, of any investigation into the conduct of a Sheriff and/or the San Mateo County Sheriff’s Office by any government agency (including the County of San Mateo), office, or commission with jurisdiction to conduct such investigation.
- c. The Board of Supervisors may provide for procedures by which a removal proceeding pursuant to this Section 412.5 shall be conducted.
- d. This Section 412.5 shall not be applied to interfere with the independent and constitutionally and statutorily designated investigative function of a Sheriff.
- e. This Section 412.5 shall sunset and be of no further force and effect as of December 31, 2028 unless extended by voters of San Mateo County.

Pursuant to Section 412.5, subsection (c), the County now establishes by Resolution, the following procedure for removing a Sheriff.

I. Sheriff Removal Procedures and Hearing Timing

1. Removal Procedures Initiation

(A) In order to initiate the Sheriff Removal Procedures ("Sheriff Removal Procedures"), the Board of Supervisors ("the Board") must approve, by at least a four-fifths vote of its members, the issuance of a written Notice of Intent to Remove the Sheriff ("Notice of Intent").

2. Content and Service of Notice of Intent to Remove

(A) Once the Board has initiated the Sheriff Removal Procedures, it must cause to be provided to the Sheriff's official work email address the Notice of Intent, that was approved by at least a four-fifths vote of the Board, which shall constitute adequate notice that the Board has initiated the removal process.

(B) The Notice of Intent shall include all of the following:

- (1) A statement that the Board has initiated the Sheriff Removal Procedures;
- (2) A statement of the alleged grounds supporting the Sheriff's Removal; and
- (3) A statement that upon receipt of the Notice of Intent, the Sheriff shall have five (5) calendar days³ to appear at the Pre-Removal Conference on the date identified in the Notice.

3. Pre-Removal Conference

(A) Upon receipt of the Notice of Intent, the Sheriff shall have five (5) calendar days to appear at a Pre-Removal Conference – that the Chief Probation Officer of San Mateo County will preside over – for an opportunity to respond to the allegations against the Sheriff in support of the Sheriff's removal ("Pre-Removal Conference"). The Sheriff's failure to appear at the Pre-Removal Conference will be deemed a waiver of the right to a Removal Hearing. In the event the Chief Probation Officer is unable to preside over the Pre-Removal Conference, the County Coroner shall preside over the Pre-Removal Conference. If neither the Chief Probation Officer nor the Coroner is able to preside over the Pre-Removal Conference, the President of the Board of Supervisors will designate an alternate to preside over the Pre-Removal Conference.

(B) The Pre-Removal Conference will be recorded, unless either the Sheriff or the County (each a "Party," collectively "the Parties") objects to it being recorded.

(C) The individual presiding over the Pre-Removal Conference shall consider the information presented at the Pre-Removal Conference and issue a recommendation, in writing, to the Board regarding whether to remove the Sheriff.

(D) Upon receipt of the recommendation from the Pre-Removal Conference, the Board shall, as soon as practicable thereafter, render its decision (subject to an appeal via Removal Hearing, as set forth below) to either sustain or reject the recommendation. After review and

³ All references to days contained herein are for calendar days, unless specified otherwise.

consideration of the recommendation, the Board must obtain at least a four-fifths vote to remove the Sheriff (subject to an appeal via Removal Hearing). After rendering its decision, the Board shall direct staff to provide to the Sheriff, in writing, the Board's "Final Notice of Decision."

4. Final Notice of Decision (Subject to Appeal Via Removal Hearing)

If the Board by a four-fifths vote determines to proceed with removal of the Sheriff, a Final Notice of Decision to remove the Sheriff (subject to appeal via Removal Hearing) shall include all of the following information:

- (1) The specific ground(s) enumerated in Section 412.5 that the Board has determined constitutes the ground(s) to remove the Sheriff;
- (2) That the Sheriff shall have the right to appeal the Board's decision and request an appeal hearing ("Removal Hearing") before a Hearing Officer;
- (3) That to exercise the right to appeal and receive a Removal Hearing, the Sheriff must provide written notice to the Assistant Clerk and Deputy Clerk of the Board of Supervisors (presently, Sukhmani Purewal and Sherry Golestan), at spurewal@smcgov.org and sgolestan@smcgov.org, within five (5) days of receiving the Final Notice of Decision; that the Sheriff must include in the request for a Removal Hearing a detailed statement of the facts and grounds for appealing the Final Notice of Decision; and that the Sheriff will be barred from raising any bases for appeal not contained therein;
- (4) That if the Sheriff fails to timely exercise the right to appeal, the Sheriff will be deemed to have waived the right to appeal and the Board's decision will be final and binding;
- (5) That if the Sheriff exercises the right to appeal, the Removal Hearing will be open to the public; unless the Sheriff, within five (5) days of receiving the Final Notice of Decision, formally objects, in the Sheriff's written request for an appeal, to an open hearing and requests a closed hearing; failure to timely object will result in the Removal Hearing being open to the public, and the Sheriff will be deemed to have waived any right to confidentiality that may exist in any documents presented at the open Removal Hearing;
- (6) That the Board will propose to the Sheriff a list of at least three (3) neutral Hearing Officers, with experience in public safety officer disciplinary matters, available to timely preside over the Removal Hearing, with a preference that such Hearing Officer who otherwise meets these criteria be a retired judge;
- (7) That at the conclusion of the Removal Hearing, the Hearing Officer will prepare and submit an advisory opinion to the Board; and
- (8) That upon receipt and consideration of the Hearing Officer's advisory opinion, the Board will make the Final Post-Hearing Decision for Removal of the Sheriff, with at least a four-fifths vote required to remove the Sheriff, and the Board's decision will be final and binding.

5. Removal Hearing Request

(A) The Sheriff must submit an appeal/request for a Removal Hearing, in writing, within five (5) days of the Board issuing its Final Notice of Decision, to Sukhmani Purewal at spurewal@smcgov.org, and Sherry Golestan at sgolestan@smcgov.org. The request must contain a detailed statement of the facts and grounds for the appeal; the Sheriff will be barred from raising any bases for appeal not contained therein.

(B) If the Sheriff exercises the right to appeal, the Removal Hearing will be open to the public, unless the Sheriff, within five (5) days of receiving the Final Notice of Decision, formally objects, in the Sheriff's written request for an appeal, to an open Removal Hearing and requests a closed Removal Hearing.

II. Hearing Officer Selection

1. Hearing Officer List

(A) If the Board approves of the Final Notice of Decision to Remove the Sheriff, the Board must thereafter provide to the Sheriff, and to the County, a list of at least (3) neutral Hearing Officers available to preside over the Sheriff's Removal Hearing ("Hearing Officer List").

(B) The Parties will have five (5) days after the Board provides the Hearing Officer List to meet and select a Hearing Officer from the Hearing Officer List. The Parties shall select the Hearing Officer either by mutual agreement or by alternately striking names from the Hearing Officer List until one Hearing Officer remains – wherein the remaining name shall be the Hearing Officer to preside over the Removal Hearing. Failure of the Sheriff to cooperate with the timely scheduling of this selection meeting or any other matter required by these procedures, shall be deemed a waiver of the right to appeal.

(C) On the same day the Parties select the Hearing Officer, they must notify the Assistant County Executive of their Hearing Officer selection. Upon receipt of notice of the Hearing Officer selection, the Assistant County Executive, or their designee, will notify the Hearing Officer of their selection to preside over the Removal Hearing.

III. Removal Hearing

1. Removal Hearing Scheduling

(A) Within five (5) days after the Hearing Officer receives notice of their selection, the Hearing Officer must set the dates and time for the Removal Hearing to proceed. Each Party shall have no more than five (5) full days to present its case at the Removal Hearing. A "full day" shall be at least seven (7) hours of proceedings before the Hearing Officer, not including breaks. The Hearing Officer shall afford each Party an equal amount of time to present its case (through direct and cross examination of witnesses), and the Hearing Officer shall have discretion to limit or grant additional time to either Party, based upon a showing of good cause. The Hearing Officer must schedule the Removal Hearing to be completed within 30 to 60 calendar days of the date they were notified of their selection to serve as the Hearing Officer.²

² The Board may make an exception to this rule in the event of unavailability of the selected Hearing Officer. However, it is the stated interest of the Board that any Removal Hearing be completed as quickly

(B) At the Removal Hearing, the County will present its case-in-chief first, and the Sheriff will present their case-in-chief second. Since the County bears the burden of proof, the County may reserve time after the Sheriff's case-in-chief for rebuttal.

2. The Removal Hearing

(A) At the Removal Hearing the Parties shall be entitled to:

- (1) Be represented by counsel or by a representative of their choice;
- (2) Submit an optional pre-hearing written brief at least five (5) days before the first day of the Removal Hearing;
- (3) Be permitted to make opening and closing statements;
- (4) Offer testimony under oath or affirmation;
- (5) Subpoena material witnesses on their behalf;
- (6) Cross-examine all witnesses appearing against them;
- (7) Impeach any material witness before the Hearing Officer; and
- (8) Present such relevant exhibits and other evidence as the Hearing Officer deems pertinent to the matter then before them, subject to the authority of the Hearing Officer to exclude irrelevant or cumulative evidence. The Hearing Officer shall also have the authority to issue a protective order as to any documents, testimony, or other evidence, as necessary to protect the privacy rights of third parties or to address any other issues of confidentiality or privilege that arise during the Removal Hearing. Use of these proceedings, including the discovery process, for the purpose of harassment, undue delay, or for any other improper purpose will not be permitted, and may result in discovery sanctions/remedies being imposed by the Hearing Officer.

(B) The Sheriff shall personally appear for each day of the Removal Hearing. The County may either call the Sheriff to testify in its case-in-chief as an adverse witness, or may reserve its right to call the Sheriff at a later time in the proceeding. In the event the Sheriff refuses to testify, or otherwise becomes unavailable, the Hearing Officer shall have discretion to draw an adverse inference against the Sheriff, or to dismiss the Sheriff's appeal altogether. The Hearing Officer shall also have discretion to consent to the absence of the Sheriff upon a showing of good cause. An unexcused absence of the Sheriff, whose presence is required at the Removal Hearing, may be deemed a withdrawal of the Sheriff's appeal.

(C) The Removal Hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which hearing officers are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule that might impact the admissibility of such evidence over objection in civil actions. Hearsay evidence may be admitted

and efficiently as possible to ensure that the operations of the Sheriff's Office, and its service to the citizens of the County, are not impacted through protracted proceedings.

for any purpose, but shall not be sufficient, in itself, to support a material finding unless it would be admissible over objection in civil actions or if it is independently corroborated by reliable and credible evidence admitted during the Removal Hearing. The rules of privilege and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant or cumulative evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

(D) The Removal Hearing shall be electronically recorded or conducted with a stenographic reporter. The Parties may obtain a recording or transcript of the Removal Hearing by making independent arrangements with the recorder or reporter for the preparation thereof. The County shall bear the cost of the Hearing Officer.

(E) The Hearing Officer shall have discretion and authority to control the conduct of the Parties and any person present at the Removal Hearing. The Hearing Officer shall have the right to sequester from the Removal Hearing any witness(es) who has/have not yet provided testimony, and remove any person who the Hearing Officer finds to be unruly or who attempts to interfere with the Removal Hearing.

(F) At the conclusion of the evidentiary portion of the hearing, the Parties will be permitted to present oral closing arguments to the Hearing Officer. As the County bears the burden of proof, it will present its closing argument first, followed by the Sheriff, with the County permitted to reserve time for rebuttal, if it so chooses. The Hearing Officer shall have discretion to place time limits on closing arguments. The Parties may, but will not be required, to submit closing written briefs, due within fourteen (14) days of the conclusion of the Removal Hearing.³ No extensions of time to submit the optional closing written briefs will be permitted.

3. Advisory Opinion of the Hearing Officer

(A) Once the Removal Hearing concludes, the Hearing Officer will have forty-five (45) days to submit a written advisory opinion to the Board.

(B) The Hearing Officer's advisory opinion shall:

(1) Employ the "preponderance of the evidence" standard of proof over the evidence presented;

(2) Analyze and issue an advisory opinion as to whether the County had cause, as defined in Section 412.5 of the County Charter, to remove the Sheriff; and

(3) Include findings of fact and a proposed advisory opinion to the Board, limited to the statement of the issue of whether the County had cause, under Section 412.5, to remove the Sheriff.

³ The Parties may rely on daily or rough transcripts of the proceedings in preparing the optional supplemental closing written briefs.

IV. Board of Supervisors Final Decision After Removal Hearing

1. Board of Supervisors Review Period

(A) The Board will have up to 30 days from the date of receipt of the Hearing Officer's advisory opinion to independently review the Hearing Officer's advisory opinion and the administrative record.

2. Board of Supervisors Vote – Final Post-Hearing Decision

(A) At a Board meeting following receipt and review of the Hearing Officer's advisory opinion, the Board must vote on whether, by a preponderance of the evidence, there was "cause," as defined Section 412.5, to remove the Sheriff.

(B) The Board shall have the authority to remove the Sheriff for cause only if it obtains at least a four-fifths vote in support of removal.

(C) Upon the Board obtaining at least a four-fifths vote to remove the Sheriff for cause, the Board will cause to be prepared the Board's Final Decision After Removal Hearing, in writing, wherein the Board will provide its rationale in support of its vote. The Board will review and approve the Final Decision After Removal Hearing at a Board meeting, making the Sheriff's removal effective immediately and final. The Final Decision After Removal Hearing shall be served on the Sheriff by mail to the Sheriff's last known home address of record.

V. Post-Removal Procedures

Should the Board, by at least a four-fifths vote, agree to remove the Sheriff for cause, the Board will proceed pursuant to County Charter section 415 (as amended in 2010) to fill the vacancy created by the Sheriff's removal.

VI. Discovery and Other Rules Governing the Removal Hearing

1. Scope of Discovery

(A) In general, discovery shall be very limited in scope and permitted only if it is relevant, material, and directly pertains to the specific allegation(s), charge(s), or complaint(s) contained in the Notice of Intent to Remove. Discovery shall be permitted only as specifically allowed in this Section VI.

(B) Discovery shall be reciprocal between the Parties.

(C) All discovery requests must be narrowly tailored to avoid unreasonable burden, harassment, remoteness, or the production of irrelevant or cumulative evidence.

(1) Voluminous discovery requests are generally disfavored and should not be granted.

(2) Abuse of the discovery process for the purpose of harassment is prohibited.

(3) The Hearing Officer has discretion to sanction either Party for abuse of the discovery process.

2. Initial Exchange of Exhibits

(A) Within five (5) days after the Hearing Officer is appointed, the Parties must exchange all exhibits (other than those that will be used for impeachment or rebuttal evidence) they intend to offer or introduce at the Removal Hearing.

3. Limited Additional Discovery

(A) Within five (5) days after the initial exchange of exhibits, a Party may request additional written discovery, limited in scope and to requests for production of documents, and only for relevant and material evidence. However, because the Parties must exchange all exhibits they intend to offer or introduce at the Removal Hearing, document requests will be deemed presumptively in violation of Section VI.1(C), above, and may only be permitted at the discretion of the Hearing Officer upon a showing of good cause pursuant to the dispute process provided in subsection (B), below. No depositions, requests for admission, interrogatories, or other type(s) of discovery shall be permitted and all testimony must be offered live before the Hearing Officer.

(B) If a dispute arises:

(1) The Parties must meet and confer, in good faith, within five (5) days of the discovery response date to attempt resolution.

(2) If any dispute remains unresolved at the conclusion of the five (5) day meet-and-confer period, the Parties must each submit the outstanding discovery issues in writing to the Hearing Officer by end of the following business day. Failure to timely submit discovery disputes to the Hearing Officer are sufficient grounds for rejection of the request. After reviewing the submission(s) of the Parties, the Hearing Officer shall issue a written ruling to the Parties within five (5) days.

(C) The responding Party shall have five (5) days to respond to any Hearing Officer approved document request.

4. Testimony

(A) All testimony must be taken live before the Hearing Officer under oath or affirmation. Declarations or affidavits shall not substitute for live testimony and cross-examination.

(B) If good cause is shown for the unavailability of a witness to appear in-person, including that the witness does not reside in California, the Hearing Officer, at their discretion, may choose to receive live testimony remotely or by video conference.⁴

5. Subpoenas

(A) A Party may request the Hearing Officer to issue administrative subpoenas, limited in scope to compel the appearance of witnesses only, and whose testimony is relevant and material to the allegation(s), charge(s), or complaint(s) in the Notice of Intent to Remove. Requests for administrative subpoenas shall be made concurrently with the initial exhibit disclosures as

⁴ The Hearing Officer may opt to preside by videoconference.

identified in section VI.2 above, and shall be subject to the same meet and confer obligations and deadlines contained in section VI.3(B) above.

6. Relevance and Admissibility

(A) The Hearing Officer shall have discretion and authority to resolve any evidentiary issues or disputes before and during the Removal Hearing, and to take any action or ruling to ensure a fair, impartial, and efficient hearing in accordance with due process.

7. Exhibits and Witness Lists

(A) Each Party shall serve, on all Parties and the Hearing Officer, a written numbered list of exhibits (exchanged pursuant to section VI.2, above) and witnesses, including expert witnesses, at least five (5) days before the first day of the Removal Hearing. This requirement does not apply to impeachment or rebuttal exhibits or witnesses.

(B) Each Party shall serve, at least two (2) days before the first day of the Removal Hearing, exhibit binders on all Parties and the Hearing Officer, in accordance with the format or form set by the Hearing Officer.

(C) The Hearing Officer shall have discretion to exclude any exhibit or witness that was not included in the submitted exhibit binders or not disclosed in accordance with the applicable deadlines set forth above in VI.7(A), (B). This remedy does not apply to impeachment or rebuttal evidence.

(D) The Parties are encouraged to meet and confer in advance of the Removal Hearing date and to stipulate to exhibits or witness lists, as well as the admissibility of any exhibits and testimony prior to the commencement of the Removal Hearing.