

**FILED**  
SAN MATEO COUNTY

JUN 27 2025

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

1 Thomas P. Mazzucco - 139758  
TMazzucco@mpbf.com  
2 W.S. Wilson Leung - 190939  
Wleung@mpbf.com  
3 Christopher R. Ulrich - 271288  
CUlrich@mpbf.com  
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8 Attorneys for Petitioner  
9 **SHERIFF CHRISTINA CORPUS**

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

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF SAN MATEO**

13  
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**  
**THE BOARD SUKHMANI S. PUREWAL; and**  
**DOES 1-10,**

20 **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 Two of Four

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

21  
22  
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

1 **Volume One**

2 (Ex Parte001-297)

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

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

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

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

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

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

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

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

18 **Volume Two**

19 (Ex Parte298-532)

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

22 **Volume Three**

23 (Ex Parte533-825)

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

26 **Volume Four**

27 (Ex Parte 826-897)

28 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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28

# Exhibit 7

Ex Parte298

CONFIDENTIAL

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

http://haikumill.com/

Attachments:



File: 2BE0E4F6-1753-4F3A-9D49-3D4261B0F418.8CD8372D-20C9-457C-B4DA-  
EE507424F3B.pluginPayloadAttachment  
Size: 49126  
File name: ~/Library/SMS/Attachments/59/09/FF124705-33E0-4B02-A13E-  
3C11AC1924/2BE0E4F6-1753-4F3A-9D49-3D4261B0F418.8CD8372D-20C9-  
457C-B4DA-EE507424F3B.pluginPayloadAttachment  
~/Library/SMS/Attachments/59/09/FF124705-33E0-4B02-A13E-  
3C11AC1924/2BE0E4F6-1753-4F3A-9D49-  
3D4261B0F418.8CD8372D-20C9-457C-B4DA-  
EE507424F3B.pluginPayloadAttachment



File: 6FABC1A9-443B-4E32-B77D-6F080FA53DAD.pluginPayloadAttachment  
Size: 49126  
File name: ~/Library/SMS/Attachments/t2/02/at\_1\_90CD3E96-5FF6-4E0B-BB26-  
CAA129A87443/6FABC1A9-443B-4E32-B77D-  
6F080FA53DAD.pluginPayloadAttachment  
~/Library/SMS/Attachments/t2/02/at\_1\_90CD3E96-5FF6-4E0B-  
BB26-CAA129A87443/6FABC1A9-443B-4E32-B77D-  
6F080FA53DAD.pluginPayloadAttachment

Priority: Normal

Participant	Delivered	Read	Played
+16503930183 Sheriff Christina Corpus	1/27/2022 11:57:03 AM(UTC-8)		

Status: Sent

Platform:

1/27/2022 11:57:01 AM(UTC-8)

Source Info:  
VMB: PLUS/mobile/Library/SMS/sms.db : 0x1972672 (Table: message, attachment, handle,  
Size: 375509248 bytes)  
VMB: PLUS/mobile/Library/SMS/Attachments/59/09/FF124705-33E0-4B02-A13E-  
183C-1AC1924/2BE0E4F6-1753-4F3A-9D49-3D4261B0F418.8CD8372D-20C9-457C-B4DA-  
EE507424F3B.pluginPayloadAttachment :

From: +16509224284 Valerie Barnes (owner)

To: +16503930183 Sheriff Christina Corpus

This is where your reception will be

Priority: Normal

Participant	Delivered	Read	Played
+16503930183 Sheriff Christina Corpus	1/27/2022 11:57:03 AM(UTC-8)	1/27/2022 2 11:57:20 AM(UTC-8)	

Status: Sent

Platform:

1/27/2022 11:57:01 AM(UTC-8)

Source Info:  
VMB: PLUS/mobile/Library/SMS/sms.db : 0x1973F41 (Table: message, handle, Size:  
275509248 bytes)

Ex Parte299

2344

CONFIDENTIAL

# Exhibit 8

Ex Parte300

CONFIDENTIAL

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

Have fun today  
Enjoy being spoiled and doted on  
You deserve to smile and be happy

Priority: Normal

Participant	Delivered	Read	Played
+16503930183 Sheriff Christina Corpus	1/27/2022 3:06:04 PM(UTC-8)	1/27/2022 3:21:31 PM(UTC-8)	

Status: Sent  
Platform:

1/27/2022 3:06:03 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x1973532 (Table: message, handle, Size: 275509248 bytes)

From: +16503930183 Sheriff Christina Corpus  
To: +16509224284 Valerie Barnes (owner)

Attachments:



Title: Irving Torres.vcf  
Size: 0  
File name: ~/Library/SMS/Attachments/74/04/A8D5C8-D1AB-49A9-B71B-109365D1E3CF/Irving Torres.vcf  
Path: https://p23-contentcloud.com/MA96CC8008A0B335FE8DBC977FEF5A9186967828685A66A9008490B291C14385C01US100-~/Library/SMS/Attachments/74/04/A8D5C8-D1AB-49A9-B71B-109365D1E3CF/Irving Torres.vcf  
Entity: 1974

Priority: Normal

Participant	Delivered	Read	Played
+16509224284 Valerie Barnes	1/27/2022 3:21:45 PM(UTC-8)		

Status: Read  
Platform:

1/27/2022 3:21:33 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x1974F3F (Table: message, handle, attachment, Size: 275509248 bytes)

Ex Parte301

2346

CONFIDENTIAL

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

Bring the AFSCME questions to go over on the ride down and make the changes so we can submit tonight:

Priority: Normal

Participant	Delivered	Read	Played
+16503930183 Sheriff Christina Corpus	1/27/2022 4:07:56 PM(UTC-8)	1/27/2022 4:13:59 PM(UTC-8)	

Status: Sent

Platform:

1/27/2022 4:07:55 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x1974C4F (Table: message, handle, Size: 275509248 bytes)

From: +16503930183 Sheriff Christina Corpus  
To: +16509224284 Valerie Barnes (owner)

Ok

Priority: Normal

Participant	Delivered	Read	Played
+16509224284 Valerie Barnes		1/27/2022 4:14:43 PM(UTC-8)	

Status: Read

Platform:

1/27/2022 4:14:01 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x19746AE (Table: message, handle, Size: 275509248 bytes)

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

Send me a pic of your sparklies in please.

Priority: Normal

Participant	Delivered	Read	Played
+16503930183 Sheriff Christina Corpus	1/27/2022 4:57:14 PM(UTC-8)	1/27/2022 5:20:32 PM(UTC-8)	

Status: Sent

Platform:

1/27/2022 4:57:13 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x1974478 (Table: message, handle, Size: 275509248 bytes)

Ex Parte302

2347

CONFIDENTIAL



# Exhibit 9

Ex Parte303

CONFIDENTIAL

From: +16503930183 Sheriff Christina Corpus  
To: +16509224284 Valerie Barnes (owner)

K

Priority: Normal

Participant	Delivered	Read	Played
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+16509224284 Valerie Barnes		1/31/2022 12:12:35 PM(UTC-8)	
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Status: Read

Platform: \*\*

1/31/2022 12:12:28 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x198B9CB Table: message, handle, Size: 275509248 bytes)

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

Be careful John isn't shuffling around to find you and VA

Priority: Normal

Participant	Delivered	Read	Played
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+16503930183 Sheriff Christina Corpus	1/31/2022 5:33:58 PM(UTC-8)	1/31/2022 5:34:18 PM(UTC-8)	
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Status: Sent

Platform:

1/31/2022 5:33:58 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x198CC96 (Table: message, handle, Size: 275509248 bytes)

From: +16503930183 Sheriff Christina Corpus  
To: +16509224284 Valerie Barnes (owner)

He won't find me with him

Priority: Normal

Participant	Delivered	Read	Played
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+16509224284 Valerie Barnes		1/31/2022 5:35:55 PM(UTC-8)	
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Status: Read

Platform:

1/31/2022 5:34:32 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x198C9C0 Table: message, handle, Size: 275509248 bytes)

Ex Parte304

2384

CONFIDENTIAL

# Exhibit 10

Ex Parte305

CONFIDENTIAL

From: +16503930183 Sheriff Christina Corpus  
To: +16509224284 Valerie Barnes (owner)

Give me 7

Priority: Normal

Participant	Delivered	Read	Played
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+16509224284 Valerie Barnes			
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2/26/2022
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2
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3:20:38
---------

PM(UTC
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-8)
-----

Status: Read

Platform:

2/26/2022 3:20:36 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x1A5BA6F (Table: message, handle, Size:  
275509248 bytes)

From: +16503930183 Sheriff Christina Corpus  
To: +16509224284 Valerie Barnes (owner)

Thanks for coming with me

Priority: Normal

Participant	Delivered	Read	Played
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+16509224284 Valerie Barnes			
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2/26/2022
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2
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5:15:29
---------

PM(UTC
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-8)
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Status: Read

Platform:

2/26/2022 5:14:10 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x1A5B82B (Table: message, handle, Size:  
275509248 bytes)

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

Loved "Thanks for coming with me"

Priority: Normal

Participant	Delivered	Read	Played
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+16503930183 Sheriff Christina Corpus			
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2/26/2022
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5:15:35
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PM(UTC-8)
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Status: Sent

Platform:

2/26/2022 5:15:33 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x1A5B575 (Table: message, handle, Size:  
275509248 bytes)

Ex Parte306

2691

CONFIDENTIAL

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

I got you boo

Priority: Normal

Participant	Delivered	Read	Played
+16503930183 Sheriff Christina Corpus	2/26/2022 5:15:40 PM(UTC-8)		

Status: Sent

Platform:

2/26/2022 5:15:40 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x1A5B2D1 (Table: message, handle, Size: 275509248 bytes)

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

Make factor rub your messed up toe nail polish tonifgt

Priority: Normal

Participant	Delivered	Read	Played
+16503930183 Sheriff Christina Corpus	2/26/2022 5:15:59 PM(UTC-8)		

Status: Sent

Platform:

2/26/2022 5:15:59 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x1A5CF49 (Table: message, handle, Size: 275509248 bytes)

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

You need a rest

Priority: Normal

Participant	Delivered	Read	Played
+16503930183 Sheriff Christina Corpus	2/26/2022 5:16:02 PM(UTC-8)	2/26/2022 5:16:15 PM(UTC-8)	

Status: Sent

Platform:

2/26/2022 5:16:02 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x1A5CC7E (Table: message, handle, Size: 275509248 bytes)

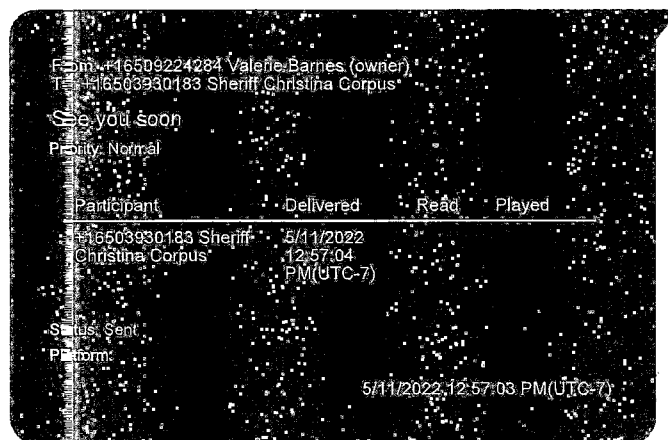
Ex Parte307

2692

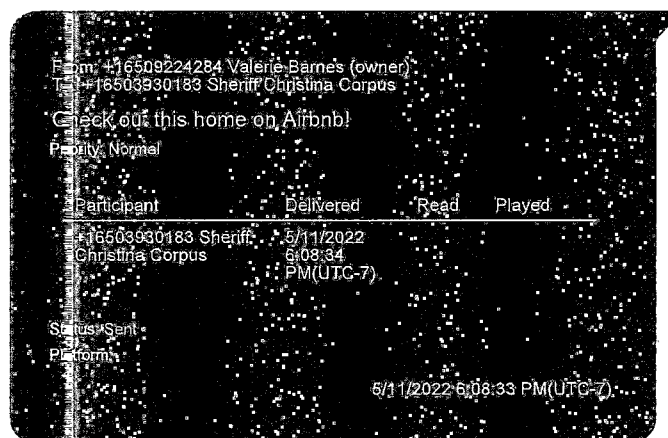
CONFIDENTIAL

# Exhibit 11

Ex Parte308



Source Info:  
VMEs: PLUS/mobile/Library/SMS/sms.db : 0x29AE215 (Table: message, handle, Size:  
2759248 bytes)



Source Info:  
VMEs: PLUS/mobile/Library/SMS/sms.db : 0x29B0F49 (Table: message, handle, Size:  
2759248 bytes)

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

<https://abnb.me/N3MVpSaoXpb>

Attachments:



Title: 974EDEFF-2523-479E-AC09-F9F002979163.pluginPayloadAttachment  
Size: 4104

File name: ~/Library/SMS/Attachments/fe/14/9951BB67-27D2-438E-82D7-50D8FCE266EC/974EDEFF-2523-479E-AC09-F9F002979163.pluginPayloadAttachment  
~/Library/SMS/Attachments/fe/14/9951BB67-27D2-438E-82D7-50D8FCE266EC/974EDEFF-2523-479E-AC09-F9F002979163.pluginPayloadAttachment



Title: 3167F178-B31D-4186-99F5-931F41CFE959.pluginPayloadAttachment  
Size: 106323

File name: ~/Library/SMS/Attachments/12/02/6CD2285E-2099-4E85-9EBD-8809228C0746/3167F178-B31D-4186-99F5-931F41CFE959.pluginPayloadAttachment  
~/Library/SMS/Attachments/12/02/6CD2285E-2099-4E85-9EBD-8809228C0746/3167F178-B31D-4186-99F5-931F41CFE959.pluginPayloadAttachment

Priority: Normal

Participant	Delivered	Read	Played
+16503930183 Sheriff Christina Corpus	5/11/2022 6:08:40 PM(UTC-7)		

Status: Sent

Platform:

5/11/2022 6:08:39 PM(UTC-7)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x29B150C (Table: message, attachment, handle, Size: 275509248 bytes)  
VMB's PLUS/mobile/Library/SMS/Attachments/fe/14/9951BB67-27D2-438E-82D7-50D8FCE266EC/974EDEFF-2523-479E-AC09-F9F002979163.pluginPayloadAttachment :  
VMB's PLUS/mobile/Library/SMS/Attachments/12/02/6CD2285E-2099-4E85-9EBD-8809228C0746/3167F178-B31D-4186-99F5-931F41CFE959.pluginPayloadAttachment :

From: +16503930183 Sheriff Christina Corpus  
To: +16509224284 Valerie Barnes (owner)

Yikes

Priority: Normal

Participant	Delivered	Read	Played
+16509224284 Valerie Barnes	5/11/2022 6:09:50 PM(UTC-7)		

Status: Read

Platform:

5/11/2022 6:09:46 PM(UTC-7)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x29B2F3F (Table: message, handle, Size: 275509248 bytes)

Ex Parte310

3157

CONFIDENTIAL



From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

Sorry  
Just noticed the price

Priority: Normal

Participant	Delivered	Read	Played
+16503930183 Sheriff Christina Corpus	5/11/2022 6:10:00 PM(UTC-7)		

Status: Sent

Platform:

5/11/2022 6:10:00 PM(UTC-7)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x29B2D0B (Table: message, handle, Size: 275509248 bytes)

From: +16503930183 Sheriff Christina Corpus  
To: +16509224284 Valerie Barnes (owner)

6k

Priority: Normal

Participant	Delivered	Read	Played
+16509224284 Valerie Barnes	5/11/2022 6:10:10 PM(UTC-7)		

Status: Read

Platform:

5/11/2022 6:10:08 PM(UTC-7)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x29B2A70 (Table: message, handle, Size: 275509248 bytes)

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

Check out this home on Airbnb! <https://airbnb.me/jdbgWdp0Xpb>

Great reviews

Priority: Normal

Participant	Delivered	Read	Played
+16503930183 Sheriff Christina Corpus	5/11/2022 6:11:55 PM(UTC-7)		

Status: Sent

Platform:

5/11/2022 6:11:55 PM(UTC-7)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x29B2844 (Table: message, handle, Size: 275509248 bytes)

Ex Parte311

3158

CONFIDENTIAL

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

I sent three bullet points to choose from

Priority: Normal

Participant	Delivered	Read	Played
+16503930183 Sheriff Christina Corpus	5/11/2022 6:24:49 PM(UTC-7)		

Status: Sent

Platform:

5/11/2022 6:24:48 PM(UTC-7)

Source Info:  
VMB: PLUS/mobile/Library/SMS/sms.db : 0x29B22AE (Table: message, handle, Size: 27553248 bytes)

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

Who's fucking with you?

Priority: Normal

Participant	Delivered	Read	Played
+16503930183 Sheriff Christina Corpus	5/12/2022 2:02:26 PM(UTC-7)		

Status: Sent

Platform:

5/12/2022 2:02:25 PM(UTC-7)

Source Info:  
VMB: PLUS/mobile/Library/SMS/sms.db : 0x29B7A3E (Table: message, handle, Size: 27553248 bytes)

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

Do I need to fuck shit up?

Priority: Normal

Participant	Delivered	Read	Played
+16503930183 Sheriff Christina Corpus	5/12/2022 2:02:32 PM(UTC-7)		

Status: Sent

Platform:

5/12/2022 2:02:32 PM(UTC-7)

Source Info:  
VMB: PLUS/mobile/Library/SMS/sms.db : 0x29B77B5 (Table: message, handle, Size: 27553248 bytes)

# Exhibit 12

Agreement No. 12000-23-D005

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND VICTOR AENLLE**

This Agreement is entered into this      day of AUGUST, 2022, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Victor Aenlle, hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of assisting the San Mateo County Sheriff Elect's Transition Team.

Now, therefore, it is agreed by the parties to this Agreement as follows:

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services  
Exhibit B—Payments and Rates

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed THIRTY THOUSAND DOLLARS (\$30,000.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 1, 2022, through January 15, 2023

**5. Termination**

This Agreement may be terminated by Contractor or by the County Manager or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The action available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

**6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents.

while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

#### **11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable); the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

#### **12. Non-Discrimination and Other Requirements**

##### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of

Contractor Performed SDC, LLC  
10/24/2022



the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

**14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to

determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed;

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when transmitted via email to the email address listed below

In the case of County, to:

Name/Title: Ilana Rodriguez, Deputy County Executive  
Address: 400 County Center, 1<sup>st</sup> Floor  
Redwood City, CA 94063  
Telephone: (650) 363-4130  
Email: [ilrodriguez@smcgov.org](mailto:ilrodriguez@smcgov.org)

In the case of Contractor, to:

Name/Title: Victor Aenlle  
Address: 1145 Drake Ave.  
Burlingame, CA 94010  
650-222-8189  
Email: [victor@aenllefamily.com](mailto:victor@aenllefamily.com)

## **18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

## **19. Reimbursable Travel Expenses**

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, and subject to prior approval as described above, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost-of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level

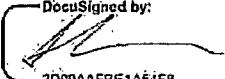
size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.

- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

\* \* \*

**THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE**

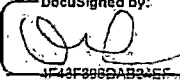
**For Contractor:**

DocuSigned by:  
  
2DDBAACEE1A51E9  
Contractor Signature

8/30/2022  
Date

Victor Aenlle  
Contractor Name (please print)

**For County:**

DocuSigned by:  
  
1F43F888DAB93EF  
Purchasing Agent Signature  
(Department Head or  
**Authorized** Designee)  
County of San Mateo

9/20/2022  
Date

Michael P. Callagy  
Purchasing Agent Name (please print)  
(Department Head or **Authorized** Designee)  
County of San Mateo

County Executive Officer  
Purchasing Agent or **Authorized** Designee  
Job Title (please print)  
County of San Mateo

## Exhibit A

### SCOPE OF WORK

In June 2022, San Mateo County held its primary elections which resulted in the election of a new sheriff. Given that it has been several years since an incumbent County elected official did not win a contested election, there is a need for a transition team to be put in place now to ensure that the new Sheriff is able to begin serving without disruption on January 2, 2023. The Sheriff Elect's transition team will assist in planning, organizing, directing and reviewing of current budgets, contracts and other initiatives necessary. The transition team will also be tasked with translating the Sheriff Elect's vision into concrete policies, initiatives, and recruitment of staff to make this vision a reality.

In consideration of the payments set forth in Exhibit B, Contractor will serve on the Sheriff Elect's transition team and shall provide the following services:

1. Use his previous experience in organizational leadership to advise Sheriff Elect Corpus and the rest of the transition team on the following:
  - o Advise on budget development, grants and contracts.
  - o Review existing grants for compliance with all reporting requirements.
2. Capital Planning: Monitor the contractor work on remodeling of the Old McGuire Jail, which is currently being converted into administrative office space for the Sheriff's Department and keep Sheriff Elect informed of progress and concerns.
3. Review existing contracts and make appropriate recommendations to the Sheriff Elect regarding these contracts and increasing office contract efficiency.
4. Assist in the identification, vetting, and selection of key members of the Sheriff Elect's Executive Team.
5. Perform other duties that may be assigned from the Sheriff Elect to assist with transition work.

**Exhibit B**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor \$105.00 per hour.

Under no circumstances shall the total cost for the services provided by Contractor pursuant to this Agreement exceed \$30,000.00.

Contractor shall invoice the County on a monthly basis, and all invoices from Contractor shall include, at minimum: (a) a description of services provided; (b) the time spent on such services; and (c) the employee/professional providing such services with applicable rate(s). Invoices shall be provided to Sheriff Elect Christina Corpus, at: [ccorpus@smcgov.org](mailto:ccorpus@smcgov.org)

# Exhibit 13

Ex Parte326

CONFIDENTIAL



**From:** [Iliana Rodriguez](#)  
**To:** [Michael Callagy](#)  
**Cc:** [John Nibbelin](#)  
**Subject:** FW: Termination of Contract  
**Date:** Friday, October 21, 2022 10:54:59 AM  
**Attachments:** [image001.png](#)

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FYI

Iliana Rodriguez (she/he-/ella)  
Deputy County Executive  
County Executive's Office  
400 County Center, 1<sup>st</sup> Floor  
Redwood City, CA 94063  
Phone | 650-363-4130  
Email | [irodriguez@smcgov.org](mailto:irodriguez@smcgov.org)



**From:** Iliana Rodriguez <[Rodriguez@smcgov.org](mailto:Rodriguez@smcgov.org)>  
**Sent:** Friday, October 21, 2022 10:54 AM  
**To:** Victor Aenlle <[victor@aenllefamily.com](mailto:victor@aenllefamily.com)>  
**Subject:** Termination of Contract

Dear Mr. Aenlle,

This e-mail is a follow up to our phone conversation earlier this morning and serves as our official notification of our decision to terminate our contract for your services effective immediately. Please submit your final invoice to our office by Monday, October 24, 2022. Thank you for your services.

Sincerely,

Iliana Rodriguez (she/he-/ella)  
Deputy County Executive  
County Executive's Office  
400 County Center, 1<sup>st</sup> Floor  
Redwood City, CA 94063  
Phone | 650-363-4130  
Email | [irodriguez@smcgov.org](mailto:irodriguez@smcgov.org)



Ex Parte327

CONFIDENTIAL

# Exhibit 14

## EXAMPLES OF DUTIES:

Duties may include, but are not limited to the following:

1. Review, develop, and propose action plans to ensure policies and initiatives align with the Sheriff's strategic plan. Establish specific goals to put the strategy into action and divide resources for the strategy's execution. Receive general direction from the Sheriff or Undersheriff.
2. Consult with Sheriff's office staff on policies and programs. Develop standards and programs relating to these policies. Check-in with the executive team for a monthly progress report.
3. Track current and proposed federal, state, and local legislation. Assess impacts and develop the County's legislative response.
4. Plan and evaluate the operation of assigned area. Coordinate the work of the various subdivisions. Advise and consult with section managers. Meet with appropriate staff to identify and resolve problems or conflicts. Make or recommend final decisions regarding policy, operations, and administrative procedures.
5. Oversee various support services divisions. Ensure legal compliance in Records division. Seek efficiencies in Records leveraging technology and innovative strategies. Collaborate with the Director of IT in the strategic implementation of advanced technology to foster transparency with the public. Oversee the Crime Lab and its use of state-of-the-art technology and modern policing and crime solving practices.
6. Develop, implement and maintain procedures. coordinate work activities between divisions within the department to prevent delays. Improve programs or services. Assist in the identification, development and implementation of departmental goals, objectives, policies, and priorities.
7. Develop policy and procedures that demonstrate transparency at all levels within the organization.
8. Receive and analyze division and departmental reports. Direct the preparation of monthly and annual reports. Direct the gathering and analysis of information necessary to document and evaluate processes.
9. Monitor and evaluate the effectiveness and efficiency of the division's service delivery. Develop the organizational structure. Determine staffing needs. Identify and recommend alternative approaches or improvements; implement revisions, and changes.
10. Serve as liaison for the Department with a variety of other City/County staff, policy-making officials, and officials of outside agencies. Explain and justify Departmental or administrative procedures, policies, or programs. Negotiate and resolve

and complex issues and problems.

11. Plan, develop, implement or direct major or complex projects or programs which span a number of the department's established sections or divisions. Direct the research of complex, highly technical issues. Analyze alternative solutions or approaches; recommend most effective course of action.
12. Develop and streamline the CCW approval process. Create efficiencies in the application process. Work with the Range staff to ensure qualifications are being met.
13. Assist with developing the Community Advisory for Responsible Engagement, participate in developing the related standards and policies, and process applications.
14. Perform related duties as assigned.

**Knowledge of:**

- Applicable federal, state and local laws, codes, ordinances and court decisions applicable to the assigned division.
- Principles of financial administration, including 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.
- Communicate effectively both orally and in writing.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.

**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 agency including two years in a senior level administrative or management position.

**Licensure/Certification:**

**Ex Parte330**

- Possession of a Class C California driver license or equivalent.

# Exhibit 15

## EXAMPLES OF DUTIES:

Duties may include, but are not limited to the following:

1. Review, develop, and propose action plans to ensure policies and initiatives align with the Sheriff's strategic plan. Establish specific goals to put the strategy into action and divide resources for the strategy's execution. Receive general direction from the Sheriff or Undersheriff.
2. Consult with Sheriff's office staff on policies and programs. Develop standards and programs relating to these policies. Check-in with the executive team for a monthly progress report.
3. Track current and proposed federal, state, and local legislation. Assess impacts and develop the County's legislative response.
4. Plan and evaluate the operation of assigned area. Coordinate the work of the various subdivisions. Advise and consult with section managers. Meet with appropriate staff to identify and resolve problems or conflicts. Make or recommend final decisions regarding policy, operations, and administrative procedures.
5. Oversee various support services divisions. Ensure legal compliance in Records division. Seek efficiencies in Records leveraging technology and innovative strategies. Collaborate with the Director of IT in the strategic implementation of advanced technology to foster transparency with the public. Oversee the Crime Lab and its use of state-of-the-art technology and modern policing and crime solving practices.
6. Develop, implement and maintain procedures. coordinate work activities between divisions within the department to prevent delays. Improve programs or services. Assist in the identification, development and implementation of departmental goals, objectives, policies, and priorities.
7. Develop policy and procedures that demonstrate transparency at all levels within the organization.
8. Receive and analyze division and departmental reports. Direct the preparation of monthly and annual reports. Direct the gathering and analysis of information necessary to document and evaluate processes.
9. Monitor and evaluate the effectiveness and efficiency of the division's service delivery. Develop the organizational structure. Determine staffing needs. Identify and recommend alternative approaches or improvements; implement revisions, and changes.
10. Serve as liaison for the Department with a variety of other City/County staff; policy-making officials, and officials of outside agencies. Explain and justify Departmental or administrative procedures, policies, or programs. Negotiate and resolve disputes.

and complex issues and problems.

11. Plan, develop, implement or direct major or complex projects or programs which span a number of the department's established sections or divisions. Direct the research of complex, highly technical issues. Analyze alternative solutions or approaches; recommend most effective course of action.
12. Develop and streamline the CCW approval process. Create efficiencies in the application process. Work with the Range staff to ensure qualifications are being met.
13. Assist with developing the Community Advisory for Responsible Engagement, participate in developing the related standards and policies, and process applications.
14. Perform related duties as assigned.

**Knowledge of:**

- Applicable federal, state and local laws, codes, ordinances and court decisions applicable to the assigned division.
- Principles of financial administration, including 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.
- Communicate effectively both orally and in writing.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.

**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 agency including two years in a senior level administrative or management position.

**Licensure/Certification:**

**Ex Parte334**



- Possession of a Class C California driver license or equivalent.

# Exhibit 16

**From:** Lisa Yapching <yapching@smcgov.org>  
**Sent:** Tuesday, March 7, 2023 6:16 PM  
**To:** Joanni Lov <jlov@smcgov.org>; Heather Enders <henderson@smcgov.org>  
**Subject:** Fw: 2 EH positions - Correction

I apologize - for Special Project #1 our position for Victor, the most I can actually recommend is \$73 per hour consistent with base pay of similar County positions. I was reminded that for contract to extra help conversion, we don't include benefits. We certainly aren't doing it in the case of Project 2. Thanks.

**Lisa Yapching, MSHR, PHR, IPMA-SCP**  
Classification/Compensation Manager  
San Mateo County Human Resources  
P: (650) 363-4381 E: [lyapching@smcgov.org](mailto:lyapching@smcgov.org)  
W: <http://hr.smcgov.org>  
Follow us on Twitter @SMCountyJobs

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---

**From:** Lisa Yapching  
**Sent:** Tuesday, March 7, 2023 5:12 PM  
**To:** Joanni Lov <jlov@smcgov.org>; Heather Enders <henderson@smcgov.org>  
**Subject:** RE: 2 EH positions

Hi, Heather and Joanni

First of all thanks for sending us the job descriptions. I've had a chance to review the proposed duties and responsibilities and have discussed this with the HR Director.

We approve the use of the Special Projects Coordinator classification for the work described for the duration that work would be assigned to extra help.

We can justify approving a \$118/hour rate for the work associated to Special Projects #2 (Paul). It is our opinion that the work described is appropriate for pay close to the Assistant Sheriff level as he will be taking on work in support of the Corrections Division under direction from the Sheriff/Undersheriff, among other things and consistent with previous Assistant Sheriff roles. I'm sure SamCERA will not have an issue with rate of pay for a retiree doing this body of work.

Ex Parte337

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Unfortunately, we cannot support nor justify a \$118/hour rate for the work described in Special Projects #1 (Victor). It is not at the level of an Assistant Sheriff (that pays \$119+/hour at the E step) nor does it have the same scope and breadth as Specialist Projects #2. Furthermore, this second position is non-sworn and should not be aligned to a higher level sworn role/pay. And with all due respect, the work described is more in alignment with higher-level Analyst work or mid-level management work (i.e. wide variety of high-level administrative, analytical, and work-flow and special project support work impacting organizational, operational, and policy change and implementation; and community engagement and maintaining close contact/relations with regulatory agencies). For this body of work, I recommend pay rate of \$100/hour (equivalent to Senior MA + cost of benefits since extra helps do not get benefits). If Sheriff is amenable to this pay rate please note that approval to hire at that pay rate is not precedence-setting if and when this body of work is incorporated into the Chief of Staff position that I know that Sheriff is looking to create.

Lastly, it is best practice to not have extra help staff manage/supervise divisions and staff so while we can Paul heavily coordinating direction of corrections with the Sheriff or Undersheriff, and with management staff in Corrections, and I can see Victor coordinating projects with service division managers, both of these positions should not be managing/supervising staff while in extra help capacity (and most especially while on contract).

Thanks for consulting with us on this. You can certainly forward this message to the Sheriff, or if you want me to send it directly to her, let me know.

Thanks,  
LY

**LISA YAPCHING (She/Her), MSHR, PHR**  
Classification/Compensation Manager  
San Mateo County Human Resources  
(650) 363-4381  
[lyapching@smcgov.org](mailto:lyapching@smcgov.org)  
[www.smcgov.org/hr](http://www.smcgov.org/hr)

**From:** Joann Lov <[jlov@smcgov.org](mailto:jlov@smcgov.org)>  
**Sent:** Thursday, March 2, 2023 2:23 PM  
**To:** Lisa Yapching <[lyapching@smcgov.org](mailto:lyapching@smcgov.org)>; Heather Enders <[henders@smcgov.org](mailto:henders@smcgov.org)>  
**Subject:** 2 EH positions

Hi Lisa,

Ex Parte338

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Attached are the duties/job description of the 2 positions, requested hourly amount is \$118/hour.

Number 1: Victor AenLe

Number 2: Paul Kunké (samcera retiree)

Thank you Lisa!

Joann

Ex Parte339

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# Exhibit 17

# VICTOR G. AENLLE

## PROFESSIONAL SUMMARY

Real Estate business professional and private investigator with over 15 years of Law Enforcement experience and extensive training in investigations, conflict resolution and public service.

## EDUCATION

### **Union Institute & University, Sacramento, CA**

Doctor of Philosophy in Interdisciplinary Studies

Expected: August 2023

Master of Science in Organizational Leadership

June 2018

Bachelor of Science in Criminal Justice

June 2016

### **South Bay Regional Public Safety, San Jose, CA**

Basic Police Academy Level I

August 2009

### **College of San Mateo, San Mateo, CA**

Administration of Justice - Module II

December 2008

Administration of Justice - Module I

June 2008

## WORK EXPERIENCE

### **San Mateo County Sheriff's Office, Redwood City, CA**

2023-Present

*Executive Consultant*

### **Aenlle Investigative Services, Burlingame, CA**

2018- Present

*California Licensed Private Investigator PI-188650*

- Conduct background investigations, criminal investigations, executive protection, and surveillance details

### **San Mateo County Sheriff's Office, Redwood City, CA**

2009-Present

*Reserve Deputy Sheriff, LDI*

- Perform all law enforcement related duties including, patrol (as a solo level-one deputy), investigations, jail, gang unit detail, warrant service, and specialized details
- Conduct investigations involving narcotics, warrant arrests, stolen vehicles, coroner cases, and mentally challenged subjects
- Respond to and resolve over ~50 documented calls for service which resulted in police reports.

### **Coldwell Banker and Coldwell Commercial NRT, San Mateo, CA**

1990-Present

*Broker Associate- Commercial and Residential / Global Luxury Realtor*

- Ranked among the top 2% of Coldwell Banker Nationwide
- Recommend acquisition, lease disposition, improvement, property management, and other action consistent with the best interest clients Real Estate portfolios
- Negotiate contracts with sellers and buyers of Real Estate holdings involving both commercial and residential properties

## LEADERSHIP EXPERIENCE

### **San Mateo County Sheriff's Office, Redwood City, CA**

*Post Certified Firearms Instructor/Range Master*

2015- Present

- Teach, qualify, and supervise all activities taking place at the Range

*Mounted Search and Rescue Member*

2013-Present

- Conduct search and rescue operations in remote areas on horseback

*President of Reserve Unit RDSA*

2014-2015

- Worked collaboratively to disseminate the funds for the unit
- Organized and orchestrated routine meetings and duty assignments for the Reserves

### **Mounted Patrol of San Mateo County, Woodside, CA**

2010- Present

Ex Parte341

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#### *Captain & Commander-in-Chief 2016-17*

- Supervised and oversaw the affairs of the Mounted Patrol
- Exercised the exclusive powers and discharged the duties of the office

#### ADDITIONAL TRAINING

##### **Progressive Force Concepts**

- Tactical Firearms Instructor Certification- Handgun (TFIC-H)
- Certificate of completion of Emergency Response Training (ERT)
- Certificate of completion of Protective Security Operations certificate course (PSOC)
- Certificate of completion of Tactical Combat Casualty Care (TCCC)

##### **Peace Officer Standards of Training Certified Instructor**

- Certificate of Completion of Post Certified Instructor Course- AICC
- Certified Background Investigator
- Certified Firearms Instructor - specializing in handguns and rifles
- Crisis Intervention Training (CIT) Course- critical incident management

##### **Alameda County Sheriff's Office**

- Certificate of Completion of Post Certified Firearms Instructor Course - Handguns and Rifles

##### **San Mateo County Sheriff's Office**

- Certificates of Completion for Tactical Patrol Rifle, Gang Investigations, Emergency Vehicle Operations (EVO), and Intelligence Unit
- Certificate of Completion of Crisis Intervention Training Program (CIT)

##### **Smith & Wesson**

- Certificate of Completion of Smith & Wesson M&P Armorer Program

##### **California Mounted Officers Association**

- Certificate of Attendance of Mounted Police & Horsemanship

##### **California Narcotic Officers Association**

- Certificate of Completion of Narcotic Enforcement

##### **Public Safety Training Institute**

- Certificate of Completion of Tactical Response to School/Community Violence

##### **Northern California HIDTA**

- Certificate of Achievement of Detecting Deception

##### **California Reserve Peace Officer Association**

- Certificate of Completion of the following courses: ARIDE, Express Interrogation, Deadly Weapons Law in California, Carrying Concealed Weapons, Officer Safety, Communications

##### **Calibre Press**

- Certificate of Completion of Street Survival Seminar

##### **Front Sight Firearms Institute, Las Vegas**

- Certificates of distinguished graduate of the following courses: Defensive Handgun, Advanced Tactical Handgun, Practical Rifle, Practical Shotgun

#### LICENSE AND AFFILIATIONS

- |  |  |
|--|--|
| • California Real Estate Broker License          | • Shriners Hospital for Children, Member |
| • Certified Commercial Investment Member         | • 8 Ball Bay Area Law Enforcement Member |
| • Appointed to Trial Judge for Masonic Trials    | • Post Reserve Officer Certificate       |
| • Captain of the San Mateo County Mounted Patrol | • Basic Post Level 1 Academy Certificate |
| • San Mateo County Latino Leadership Council     | • LEOSA / CCW Permit - CA, NV, FL        |

#### RELEVANT SKILLS

Firearm, Safety, Self-defense, Negotiations, Legal Agreements, Public Safety & Service, Bilingual (Spanish)

Ex Parte342

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EXHIBIT - Extra-Duties, Per Diem, Temporary and Other Special Appointments (556610) Office 0001

**Contact Information -- Person ID: 53308045**

Name: Victor G. Aenlle Address: [REDACTED]  
US

Home Phone: [REDACTED] Alternate Phone: [REDACTED]  
Text Messaging Mobile No: [REDACTED] Email: [REDACTED]  
Former Last Name: [REDACTED] Month and Day of Birth: [REDACTED]

**Personal Information**

Driver's License: Yes, California, [REDACTED]  
Can you, after employment, submit proof of your legal right to work in the United States? Yes  
What is your highest level of education? Doctorate

**Preferences**

Are you willing to relocate?

Types of positions you will accept:

Types of work you will accept:

Types of shifts you will accept:

**Objective****Education**

<b>Professional</b> <i>Union Institute &amp; University</i> - Cincinnati, Ohio	Did you graduate: No Major/Minor: Doctor of Philosophy Degree Received: Professional
---	--

<b>Graduate School</b> <i>Union Institute &amp; University</i> - Cincinnati, Ohio	Did you graduate: Yes Major/Minor: Master of Science Degree Received: Master's
--	--

<b>College/University</b> <i>Union Institute &amp; University</i> - Cincinnati, California	Did you graduate: Yes Major/Minor: Bachelor of Science Degree Received: Bachelor's
---	--

<b>Professional</b> <i>Public Safety Training Institute</i> - San Jose, California	Did you graduate: Yes Major/Minor: Certificate of Completion Degree Received: Professional
---	--

<b>Professional</b> <i>Front Sight Firearms Institute</i> - Las Vegas, California	Did you graduate: Yes Major/Minor: Certificate of Completion Degree Received: Professional
--	--

**Work Experience**

**Coldwell Banker**  
2/1990 - Present

Hours worked per week: 40  
May we contact this employer?

Commercial NRT  
San Mateo, California

#### Duties

Coldwell Commercial NRT, Broker Associate- Commercial and Residential / Global Luxury Realtor

- \* Ranked among the top 2% of Coldwell Banker Nationwide
- \* Recommend acquisition, lease disposition, improvement, property management, and other action consistent with the best interest clients Real Estate portfolios
- \* Negotiate contracts with sellers and buyers of Real Estate holdings involving both commercial and residential properties

#### LEADERSHIP EXPERIENCE

**Firearms Instructor, POST certified trainer**  
3/2015 - Present

Hours worked per week: 10  
May we contact this employer?

San Mateo County Sheriff's Office  
Redwood City, California 94063

#### Duties

San Mateo County Sheriff's Office, Post Certified Firearms Instructor/Range Master

- \* Teach, qualify, and supervise all activities taking place at the Range

**Mounted Reserve Deputy - Horseback**  
8/2014 - Present

Hours worked per week: 3  
May we contact this employer?

San Mateo County Sheriff's Office- Mounted Search and Rescue  
Redwood City, California 94063

#### Duties

- \* Conduct search and rescue operations in remote areas on horseback

- \* Worked collaboratively to disseminate the funds for the unit
- \* Organized and orchestrated routine meetings and duty assignments for the Reserves

**Captain**  
1/2010 - Present

Hours worked per week: 40  
May we contact this employer?

Mounted Patrol of San Mateo County  
Woodside, California

#### Duties

Mounted Patrol of San Mateo County, -----

- \* Supervised and oversaw the affairs of the Mounted Patrol
- \* Exercised the exclusive powers and discharged the duties of the office

**California Licensed Private Investigator**  
3/2018 - Present

Hours worked per week: 40  
# of Employees Supervised: 3  
Name of Supervisor: Victor Aenlle  
May we contact this employer?

APIS

#### Duties

All aspects of civil, criminal, and background investigations.

---

**Reserve Deputy Designated level 1**  
8/2009 - Present

Hours worked per week: 16  
May we contact this employer? Yes

San Mateo County Sheriff's Office  
400 County Center  
Redwood City, California 94063

#### Duties

San Mateo County Sheriff's Office, -----

- \* Perform all law enforcement-related duties including patrol (as a solo level-one deputy), investigations, jail, gang unit detail, warrant service, and specialized details
- \* Conduct investigations involving narcotics, warrant arrests, stolen vehicles, coroner cases, and mentally challenged subjects
- \* Respond to and resolved over 450 documented calls for service which resulted in police reports

#### Certificates and Licenses

#### Skills

Office Skills

Typing:

Data Entry:

---

#### Languages

Spanish - Speak, Read, Write

#### Additional Information

#### References

Professional  
**Tresmontan, Dave**  
Investigator  
[REDACTED]

---

Professional  
**Marinero, Frank**  
Wealth Manager  
[REDACTED]

#### Resume

Text Resume

#### Attachments

Attachment	File Name	File Type	Created By
V-Aenlle- Resume- May23.docx.pdf	V-Aenlle- Resume- May23.docx.pdf	Resume	Job Seeker

#### Agency-Wide Questions

1. Q: Do you claim veteran service preference?

A: No

---

2. Q: How did you learn about this position?

A: Other

---

3. Q: If you answered "Other" to the above question, please indicate below how you learned about this job. Your response to this question will help us in better marketing County jobs. Type NA if not applicable.

A: Employee

4. Q: Select the language(s) in which you are fluent, other than English. **To select more than one choice, hold the Control Key, and click on the language(s) you want to select.**

A: Spanish

5. Q: PLEASE READ THE FOLLOWING QUESTION AND OPTIONS CAREFULLY AND SELECT ALL THE OPTIONS THAT APPLY: Are you currently a County of San Mateo employee? (A "no" response will not affect the status of your application.)

A: No, I am not a County employee at this time but I was previously a regular employee in the County.

6. Q: If you are currently a County employee, please indicate your Employee ID Number (9-digit number located on the upper left side of your pay stub). This number will be used to check your promotional points, if applicable. **IMPORTANT: Enter the 9-digit number only! Do not enter any other text.**

A:

7. Q: Are you related by blood or marriage to anyone currently employed in the County of San Mateo? (A "Yes" answer will not disqualify you from this recruitment.)

A: No

8. Q: If you are related by blood or marriage to a current County employee, please indicate in the space below the (A) employee's name and (B) your relationship with employee, for example: daughter, son, aunt, cousin, etc. If you are not related to anyone by blood or marriage, type NA below.

A: NA

9. Q: If you were referred to this position by a current San Mateo County employee, please indicate the name of the employee in the space provided. Type NA if you were not referred.

A: NA

10. Q: San Mateo County departments sometimes need the following temporary workers, in addition to regular employees:

**Extra Help** - Extra-help positions are short-term employment for up to 1040 hours which is equivalent to about six months; however, employment might end sooner depending on the needs of the hiring departments. Extra-help positions are non-benefitted and are paid on an hourly rate basis.

**Unclassified** - Unclassified positions are at-will for a limited duration, typically associated with grant or other special funding. These positions are not covered by San Mateo County Civil Service Rules; and there is no formal probation period. The following are the same for classified and unclassified positions: salary, increases and other forms of compensation; accrual of sick leave, vacation, overtime, holiday and leaves of absence; health, dental, vision, long & short term disability, and retirement.

**Limited Term** - Limited Term positions are designated for a specific and limited period of time, anywhere from 6 months to a maximum of 3 years depending on the assignment. Benefits package for term positions are similar to regular positions EXCEPT for retirement. Term employees receive a 401A retirement package and are not eligible for retiree health benefits or a defined benefit pension.

**Relief** - Relief positions are short-term and are utilized on a per diem basis. Relief employees are expected to work at least two major holidays in the year, and are expected to be willing to cover shifts that come up on an emergent basis as well as on a

pre-designated basis, in order to meet the needs of the facility. Shifts include: days, swings, overnights, holidays and weekends for a 24-hour facility. Relief positions are non-benefitted and are paid hourly at a rate that is 5% above salary rate of regular positions.

Using the above descriptions as a guide, please indicate which temporary positions you would like to be considered for employment. Make sure to check all that apply.

A: None of the above. Interested in regular employment only.

---

### Supplemental Questions

1. Q: IMPORTANT: Applicants for Extra-help, per diem, temporary or other special assignments are required to submit full responses on the application and to the following supplemental questions. Your application and responses will give us additional information about your background and experience related to this position and will be used in the selection process. Be sure to indicate on the application which specific licenses and certificates you possess that qualify you or are required for the position. Be concise and specific. Neatness, clarity of expression, grammar, spelling and ability to follow instructions will be considered in the evaluation process. A resume will not be accepted as a substitute for your completed application or responses to the supplemental questions.

A: Proceed to supplemental questions.

- 
2. Q: Indicate the **Position Title** of the extra-help, per diem, or temporary position you were offered.

A: Executive Director of Administration

- 
3. Q: Enter the name of the **Hiring Manager** who offered you the extra-help, per diem, or temporary position.

A: Sheriff Christine Corpus

- 
4. Q: Please enter the **Requisition Number** provided to you.

A: 25107

- 
5. Q: Please Indicate the name of the **Personnel Clerk** that has provided you with this application link.

A: Lavinia Prema

# Exhibit 18



County of San Mateo

## Sheriff's Executive Director of Administration - Unclassified

CLASS CODE: B-21

SALARY \$95.00 - \$118.74 Hourly  
\$7,600.00 - \$9,499.20 Biweekly  
\$16,466.67 - \$20,581.60 Monthly  
\$197,600.00 - \$246,979.20 Annually

### Definition:

Under general direction, plan, organize, direct, and coordinate activities of the Sheriff's Office Support Services Division; develop and implement division goals, policies, and priorities; and provide highly responsible and complex administrative support to senior level management within assigned area of specialization; and perform related duties as assigned.

### 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 are not limited to, the following:

- Plan, organize, coordinate, and direct the programs and activities across the Support Services Division within the Sheriff's Office which includes Professional Standards, the Forensic Laboratory, Fiscal Services, Technology Services, Training, Payroll, Records, Property, and Civil.
- 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; make recommendations and initiate changes in practices and policies as needed.
- Plan, monitor, evaluate, and supervise the operations of the assigned areas; coordinate the priorities and direction on behalf of the Sheriff; coordinate the work of the various subdivisions; advise and consult with section managers; meet with appropriate staff to identify and resolve problems or conflicts; make or recommend decisions regarding policy, operations, and administrative procedures.
- Develop, implement, and maintain procedures, coordinate work activities between divisions within the department to prevent delays in required actions or to improve programs or services; assist in the identification, development, and implementation of departmental goals, objectives, policies, and priorities; assist in the determination of resource allocation and levels of service according to established policies.
- Direct subordinate managers in the development, maintenance, and evaluation of systems and analyze outcome data in order to evaluate, plan, and implement Sheriff's Office goals and objectives and to plan for future needs; conduct or direct and evaluate complex studies pertaining to a variety of administrative and operational problems and develop and implement effective solutions.
- Direct and counsel assigned staff in the planning, budgeting, and systems needed to monitor and evaluate the effectiveness of the assigned program responsibilities.
- Assist in the preparation and administration of the budget.
- Perform a variety of special assignments, prepare complex analytical, and statistical reports in any of several areas of planning, as assigned.
- Receive and analyze division and departmental reports; direct the preparation of monthly and annual reports; direct the gathering and analysis of information necessary to document and evaluate efficiency in processes.
- Monitor and evaluate the organizational structure, staffing levels, technology needs, financial systems, and other internal operations; identify and recommend alternative solutions or improvements; implement revisions or changes as needed.
- 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.
- Provide oversight for fiscal and analytical operations, which may include, but are not limited to, the functions of fiscal control, accounting, purchasing, personnel, grant preparation and analysis, contract administration, and capital improvement.
- Assist with negotiations and monitoring of city and/or special district contracts for services.
- Perform related duties as assigned.

### Qualifications

Note: The level and scope of the knowledge and skills listed below are related to job duties as defined under Distinguishing Characteristics.

### Knowledge of:

- Applicable federal, state, and local laws, codes, ordinances, and court decisions relevant to the assigned division.
- Principles and practices of public administration and organizational management necessary to plan, organize, direct, manage, and evaluate the staff and functions of the financial, human resources, information systems, and administrative functions of a large governmental department providing criminal justice services.
- Principles of management and coaching, including training, directing, evaluating, and supervising subordinate staff.
- Budget, management analysis, supervision, personnel management, employee relations, training, and information systems.
- Administrative and financial problems common to the operation of a criminal justice agency.

Ex Parte 349

- Analysis and resolution of problems related to budget, project management, organization, personnel, systems, and policy governance.
- 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.

#### Skills Ability to:

- Direct and participate in advanced administration and operational activities related to Support Services.
- 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 impacts the Office.
- Supervise, evaluate, and train assigned personnel.
- Audit and evaluate processes to determine efficiency; make recommendations accordingly.
- Communicate concisely and effectively both orally and in writing; have ability to make effective presentations of information, findings, and recommendations.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.
- Effectively represent the Sheriff and department on a variety of matters with other County agencies and departments, the public, media, and other organizations.
- Apply sound supervisory and managerial principles and techniques.

#### Education and Experience:

Any combination of education and experience that would likely provide the required knowledge and skills is qualifying. A typical way to qualify is an advanced degree, as well as experience specific to the criminal justice system, law enforcement issues, and public safety operations is highly desired.

#### Licensure/Certification:

Possession of a valid California driver license or equivalent.

#### Date Established/Revised

Established 7-6-23



# Exhibit 19

Ex Parte351

CONFIDENTIAL



# SHERIFF

# CHRISTINA CORPUS

## SAN MATEO COUNTY SHERIFF'S OFFICE

**DATE:** July 31, 2023  
**TO:** Rocio Koryczun, Director of Human Relations  
**FROM:** Christina Corpus, Sheriff  
**SUBJECT:** Victor Aenlle – Step E Request

---

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.

Throughout his expansive and diverse career, Mr. Aenlle has managed and directed operations for large teams and companies in the areas of sales, marketing, asset acquisition, business development, property management, investments, and investigative and protective services. In each of these roles, he has acquired and demonstrated extensive executive experience in the development of processes, operational oversight, conflict resolution, fiscal management, strategic planning, policy governance, and personnel recruitment, retention, training, and evaluation. Mr. Aenlle has also served as the Captain/CEO for the Mounted Patrol of San Mateo County. In this role, he was responsible for the administration of all facets and provided direction and support to its 140 members.

In his time as a contracted "Executive Consultant" with the Sheriff's Office, Mr. Aenlle has made significant contributions spanning across all divisions and bureaus. Mr. Aenlle's strong aptitude for complex analytical processes and his solution-based mindset have allowed for an expansion of services provided to those we serve. He has worked tirelessly to ensure that the Sheriff's Office is as fiscally responsible as possible, while also enhancing the level of support we provide to the public and members of our office.

While Mr. Aenlle's professional background is noteworthy, he has also successfully pursued and achieved significant educational goals. Mr. Aenlle holds a Bachelor of Science degree in Criminal Justice Management as well as a Master of Science degree in Organizational Leadership. He is a doctoral candidate focusing on Ethical and Creative Leadership as it applies to public safety, community resiliency, and law enforcement training. He has also completed numerous training programs related to public safety.

EX Parte 552

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The precedent for the Step E request is firmly established in our standard hiring practices for lateral candidates with significant law enforcement experience. As the Executive Director of Administration position holds the same equivalence as an Assistant Sheriff, we have consistently employed a practice of offering Step E salaries to lateral hires with over 5 years of law enforcement expertise. Victor Aenlle, having accumulated an impressive 15 years of experience with the San Mateo County Sheriff's Office and executive-level experience, should be treated no differently in his appointment to this role than other executives brought in as laterals with extensive experience. Therefore, it is only fair and justified that he receives the same consideration and compensation as his counterparts.

My recommendation of "Step E" compensation is clearly supported by Mr. Aenlle's extensive leadership experience, his in-depth knowledge as it relates to public safety and the San Mateo County Sheriff's Office, and his strong educational pursuits and accomplishments. I would be happy to discuss any additional questions you may have.

# Exhibit 20

Ex Parte354

CONFIDENTIAL

[REDACTED]

---

**From:** Rocio Kiryczun  
**Sent:** Tuesday, August 1, 2023 2:10 PM  
**To:** Christina Corpus  
**Subject:** RE: Step E Request

Good afternoon,

Given that the candidate has already been informed by the Sheriff's Office that they will receive the top step of the Executive Director of Administration-Unclassified position, HR will honor this commitment as a one-time non-precedent setting exception. However, as I've shared with the Undersheriff, based on our assessment of the candidate's application and resume, as well as our broader experience reviewing advanced step requests countywide, we do not believe Step E is in alignment with the candidate's experience.

I'll ask Ximena to work with your team to process the approval.

Thanks.

Rocio

**From:** Christina Corpus <CCorpus@smcgov.org>  
**Sent:** Monday, July 31, 2023 1:53 PM  
**To:** Rocio Kiryczun <rkiryczun@smcgov.org>  
**Subject:** Step E Request

Rocio,

Please see the attached memo regarding the request for E step for Victor Aenlle.

I appreciate your consideration.

Regards,

Christina

**Christina Corpus, Sheriff**

San Mateo County Sheriff's Office

400 County Center

Redwood City, CA 94063

(650) 539-1664

[ccorpus@smcgov.org](mailto:ccorpus@smcgov.org)

<http://www.smcsheriff.com>

DIGNITY ★ COMPASSION ★ RESPECT

# Exhibit 21

Ex Parte357

CONFIDENTIAL

# Volunteer Hour Database

## Sheriff's Office Reserves

9/16/2024 17:13:09	Aerle, Victor	1/5/2024	8 Headquarters
9/16/2024 17:13:09	Aerle, Victor	1/8/2024	8 Headquarters
9/16/2024 17:13:09	Aerle, Victor	1/9/2024	8 Headquarters
9/16/2024 17:13:09	Aerle, Victor	1/10/2024	8 Headquarters
9/16/2024 17:13:09	Aerle, Victor	1/11/2024	8 Headquarters
9/16/2024 17:13:09	Aerle, Victor	1/12/2024	8 Headquarters
9/16/2024 17:13:09	Aerle, Victor	1/16/2024	8 Headquarters
9/16/2024 17:13:09	Aerle, Victor	1/17/2024	8 Headquarters
9/16/2024 17:13:09	Aerle, Victor	1/18/2024	8 Headquarters
9/16/2024 17:13:09	Aerle, Victor	1/19/2024	8 Headquarters
9/16/2024 17:13:09	Aerle, Victor	1/22/2024	8 Headquarters

2024 2023 2022 2021 2020 2019 2018 2017 2016 2015 2014 2013 2012 2011 2010

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# Volunteer Hour Database

## Sheriff's Office Reserves

9/5/2024 17:13:09 Aenlle,Victor	1/19/2024	8 Headquarters												
9/17/2024 17:13:09 Aenlle,Victor	1/22/2024	8 Headquarters												
9/17/2024 17:13:09 Aenlle,Victor	1/23/2024	8 Headquarters												
9/16/2024 17:13:09 Aenlle,Victor	1/24/2024	8 Headquarters												
9/16/2024 17:13:09 Aenlle,Victor	1/25/2024	8 Headquarters												
9/16/2024 17:13:09 Aenlle,Victor	1/26/2024	8 Headquarters												
9/16/2024 17:13:09 Aenlle,Victor	1/29/2024	8 Headquarters												
9/16/2024 17:13:09 Aenlle,Victor	1/30/2024	8 Headquarters												
9/16/2024 17:13:09 Aenlle,Victor	1/31/2024	8 Headquarters												
9/16/2024 17:13:09 Aenlle,Victor	2/1/2024	8 Headquarters												
9/16/2024 17:13:09 Aenlle,Victor	2/2/2024	8 Headquarters												
2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010

# Volunteer Hour Database

Sheriff's Office Reserves

9/16/2024 17:13:09 Aenlle Victor	4/19/2024	8 Headquarters
9/16/2024 17:13:09 Aenlle Victor	4/22/2024	8 Headquarters
9/16/2024 17:13:09 Aenlle Victor	4/23/2024	8 Headquarters
9/16/2024 17:13:09 Aenlle Victor	4/24/2024	8 Headquarters
9/16/2024 17:13:09 Aenlle Victor	4/25/2024	8 Headquarters
9/16/2024 17:13:09 Aenlle Victor	4/26/2024	8 Headquarters
9/16/2024 17:13:09 Aenlle Victor	4/29/2024	8 Headquarters
9/16/2024 17:13:09 Aenlle Victor	5/1/2024	8 Headquarters
9/16/2024 17:13:09 Aenlle Victor	5/2/2024	8 Headquarters
9/16/2024 17:13:09 Aenlle Victor	5/3/2024	8 Headquarters
9/16/2024 17:13:09 Aenlle Victor	5/6/2024	8 Headquarters

2024 2023 2022 2021 2020 2019 2018 2017 2016 2015 2014 2013 2012 2011 2010

12:42 PM  
9/20/2024

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# Volunteer Hour Database

Sheriff's Office Reserves

5/6/2024 17:13:09 Aenlle,Victor	5/8/2024	8 Headquarters
5/6/2024 17:13:09 Aenlle,Victor	5/9/2024	8 Headquarters
5/6/2024 17:13:09 Aenlle,Victor	5/10/2024	8 Headquarters
5/6/2024 17:13:09 Aenlle,Victor	5/13/2024	8 Headquarters
5/6/2024 17:13:09 Aenlle,Victor	5/14/2024	8 Headquarters
5/6/2024 17:13:09 Aenlle,Victor	5/15/2024	8 Headquarters
5/6/2024 17:13:09 Aenlle,Victor	5/16/2024	8 Headquarters
5/6/2024 17:13:09 Aenlle,Victor	5/17/2024	8 Headquarters
5/6/2024 17:13:09 Aenlle,Victor	5/20/2024	8 Headquarters
5/6/2024 17:13:09 Aenlle,Victor	5/21/2024	8 Headquarters
5/6/2024 17:13:09 Aenlle,Victor	5/22/2024	8 Headquarters

2024 2023 2022 2021 2020 2019 2018 2017 2016 2015 2014 2013 2012 2011 2010

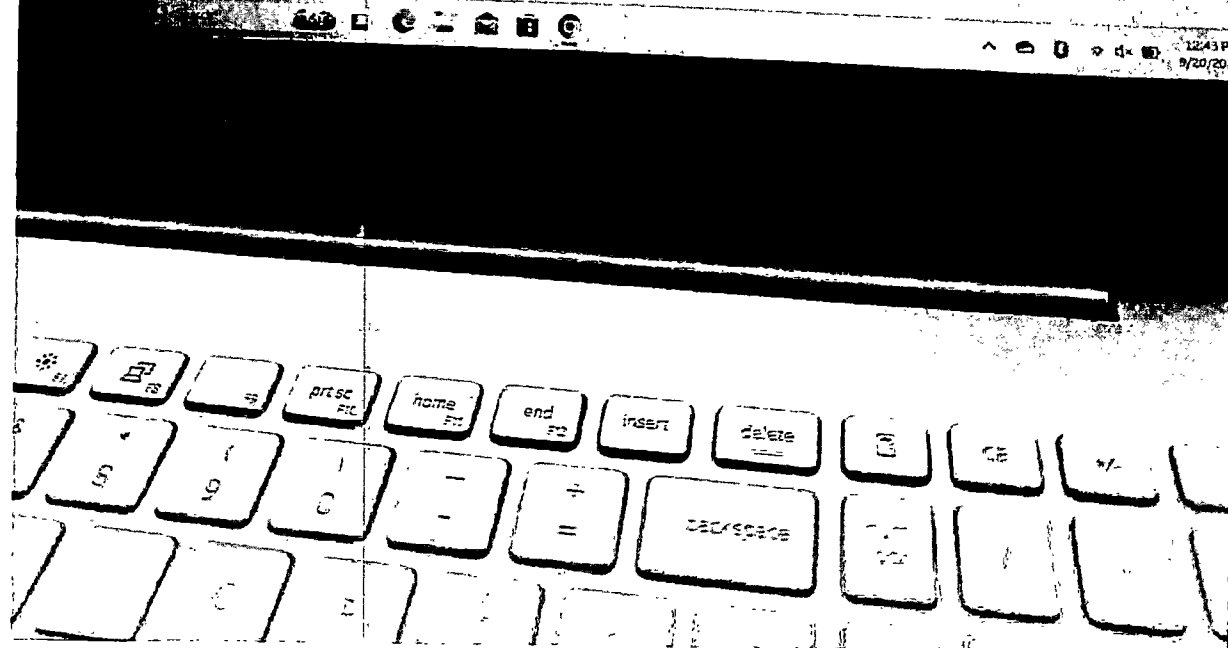
Ex Parte361

CONFIDENTIAL

# Per Hour Database

DATE	TIME	LOCATION	STATUS
5/13/2024	17:13:09	Aenlle,Victor	8 Headquarters
5/14/2024	17:13:09	Aenlle,Victor	8 Headquarters
5/15/2024	17:13:09	Aenlle,Victor	8 Headquarters
5/16/2024	17:13:09	Aenlle,Victor	8 Headquarters
5/17/2024	17:13:09	Aenlle,Victor	8 Headquarters
5/20/2024	17:13:09	Aenlle,Victor	8 Headquarters
5/21/2024	17:13:09	Aenlle,Victor	8 Headquarters
5/22/2024	17:13:09	Aenlle,Victor	8 Headquarters
5/23/2024	17:13:09	Aenlle,Victor	8 Headquarters
5/24/2024	17:13:09	Aenlle,Victor	8 Headquarters
5/28/2024	17:13:09	Aenlle,Victor	8 Headquarters

2024 2023 2022 2021 2020 2019 2018 2017 2016 2015 2014 2013 2012 2011 2010



Ex Parte362

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# Volunteer Hour Database

State Office Reserves

9/16/2024 17:13:59 Aenlle, Victor  
 9/16/2024 17:13:59 Aenlle, Victor  
 9/16/2024 17:13:59 Aenlle, Victor  
 9/16/2024 17:13:59 Aenlle, Victor  
 9/16/2024 17:13:59 Aenlle, Victor  
 9/16/2024 17:13:59 Aenlle, Victor  
 9/16/2024 17:13:59 Aenlle, Victor  
 9/16/2024 17:13:59 Aenlle, Victor  
 9/16/2024 17:13:59 Aenlle, Victor  
 9/16/2024 17:13:59 Aenlle, Victor  
 9/16/2024 17:13:59 Aenlle, Victor

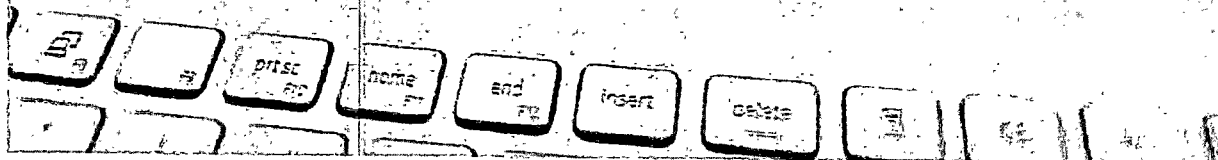
6/29/2024  
 6/30/2024  
 6/31/2024  
 6/3/2024  
 6/4/2024  
 6/5/2024  
 6/6/2024  
 6/7/2024  
 6/10/2024  
 6/11/2024  
 6/12/2024

8 Headquarters  
 8 Headquarters  
 8 Headquarters  
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 8 Headquarters  
 8 Headquarters  
 8 Headquarters

2024 2023 2022 2021 2020 2019 2018 2017 2016 2015 2014 2013 2012 2011 2010

LC - 100

12 9/20



Ex Parte363

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# Volunteer Hour Database

Sherris Office Records

9/16/2024 17:13:09 Aenile, Victor	6/11/2024	8 Headquarters
9/16/2024 17:13:09 Aenile, Victor	6/12/2024	8 Headquarters
9/16/2024 17:13:09 Aenile, Victor	6/13/2024	8 Headquarters
9/16/2024 17:13:09 Aenile, Victor	6/14/2024	8 Headquarters
9/16/2024 17:13:09 Aenile, Victor	6/17/2024	8 Headquarters
9/16/2024 17:13:09 Aenile, Victor	6/18/2024	8 Headquarters
9/16/2024 17:13:09 Aenile, Victor	6/20/2024	8 Headquarters
9/16/2024 17:13:09 Aenile, Victor	6/21/2024	8 Headquarters
9/16/2024 17:13:09 Aenile, Victor	6/24/2024	8 Headquarters
9/16/2024 17:13:09 Aenile, Victor	6/25/2024	8 Headquarters
9/16/2024 17:13:09 Aenile, Victor	6/26/2024	8 Headquarters

2024 2023 2022 2021 2020 2019 2018 2017 2016 2015 2014 2013 2012 2011 2010

12:44 PM 9/20/2024

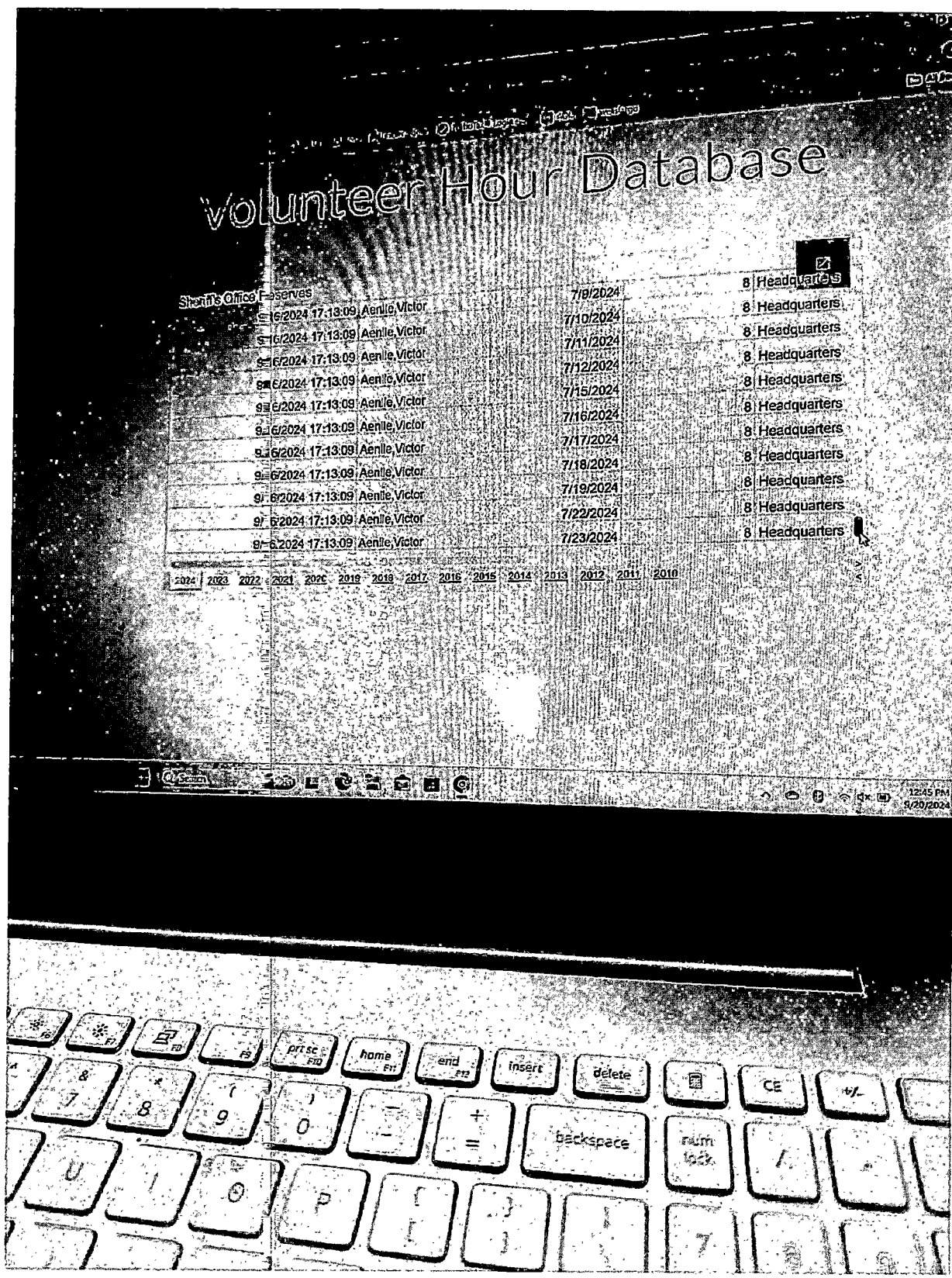
Ex Parte364

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## State's Office Reserves

Year	Month	Day	Time	Location	Notes
2024	6	20	17:15:09	Aenlle, Victor	8 Headquarters
2024	6	21	17:13:09	Aenlle, Victor	8 Headquarters
2024	6	24	17:13:39	Aenlle, Victor	8 Headquarters
2024	6	25	17:13:39	Aenlle, Victor	8 Headquarters
2024	6	26	17:13:39	Aenlle, Victor	8 Headquarters
2024	6	27	17:13:39	Aenlle, Victor	8 Headquarters
2024	6	28	17:13:39	Aenlle, Victor	8 Headquarters
2024	7	1	17:13:05	Aenlle, Victor	8 Headquarters
2024	7	2	17:13:05	Aenlle, Victor	8 Headquarters
2024	7	3	17:13:05	Aenlle, Victor	8 Headquarters
2024	7	4	17:13:05	Aenlle, Victor	8 Headquarters



# Volunteer Hour Database

## Sheriff's Office Reserves

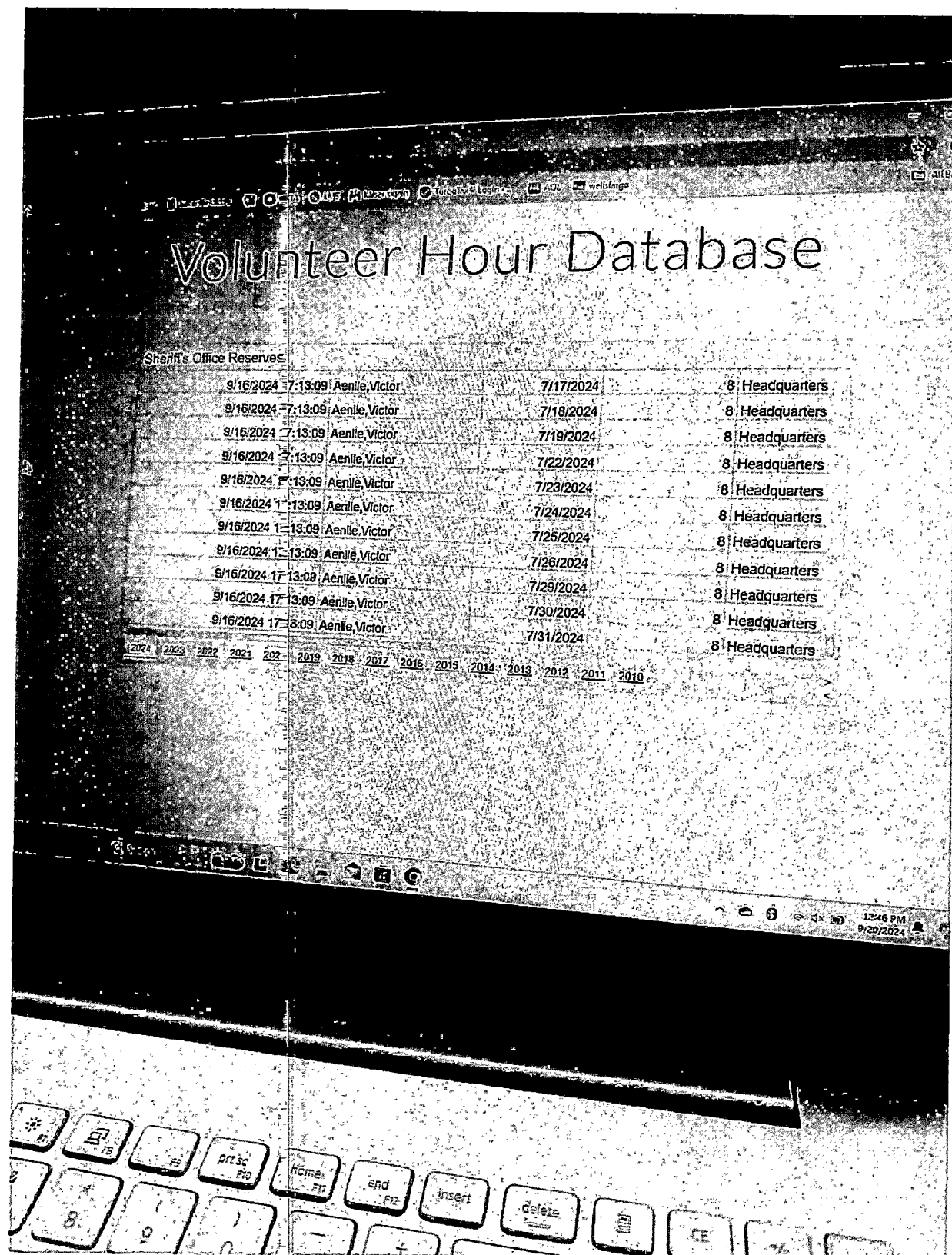
5-16-2024 17:13:09	Aenile, Victor	7/9/2024	8 Headquarters
5-16-2024 17:13:09	Aenile, Victor	7/10/2024	8 Headquarters
5-16-2024 17:13:09	Aenile, Victor	7/11/2024	8 Headquarters
5-16-2024 17:13:09	Aenile, Victor	7/12/2024	8 Headquarters
5-16-2024 17:13:09	Aenile, Victor	7/15/2024	8 Headquarters
5-16-2024 17:13:09	Aenile, Victor	7/16/2024	8 Headquarters
5-16-2024 17:13:09	Aenile, Victor	7/17/2024	8 Headquarters
5-16-2024 17:13:09	Aenile, Victor	7/18/2024	8 Headquarters
5-16-2024 17:13:09	Aenile, Victor	7/19/2024	8 Headquarters
5-16-2024 17:13:09	Aenile, Victor	7/22/2024	8 Headquarters
5-16-2024 17:13:09	Aenile, Victor	7/23/2024	8 Headquarters

2024 2023 2022 2021 2020 2019 2018 2017 2016 2015 2014 2013 2012 2011 2010

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Volunteer Hour Database			
Sheriff's Office Reserves			
9/7/2024 17:31:21	Clayton, Kermil	9/7/2024	10 Meeting / Trail
9/8/2024 12:40:05	Zado, Pierre	9/7/2024	10.5 Meeting / Trail
9/8/2024 22:27:31	Zado, Pierre	1/13/2024	8 Other
9/8/2024 22:39:32	Zado, Pierre	1/26/2024	2.5 Meeting / Trail
9/11/2024 7:55:40	Moore, Dylan	9/7/2024	11 Meeting / Trail
9/15/2024 7:55:08	McCarville, Tom	8/30/2024	3 Meeting / Trail
9/15/2024 7:56:07	McCarville, Tom	9/7/2024	10 Meeting / Trail
9/15/2024 8:53:15	Moore, Dylan	9/14/2024	8 Millbrae
9/15/2024 10:53:18	Zado, Pierre	9/14/2024	10 Millbrae
9/16/2024 17:58:09	Aentle, Victor	1/2/2024	8 Headquarters
9/17/2024 1:12:25	Husain, Syed	9/7/2024	8 Meeting / Trail
2024	2023	2022	2021
2020	2019	2018	2017
2016	2015	2014	2013
2012	2011	2010	

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# Volunteer Hour Database

## Sherriff's Office Reserves

9/15/2024 7:06:07	McCarville, Tom	9/7/2024	10 Meeting / Train
9/15/2024 3:45:15	Moore, Dylan	9/14/2024	8 Millbrae
9/15/2024 17:56:18	Zado, Pierre	9/14/2024	10 Millbrae
9/16/2024 17:13:09	Aenlle, Victor	1/2/2024	8 Headquarters
9/17/2024 18:25	Husain, Syed	9/7/2024	8 Meeting / Train
9/18/2024 E-57:43	Khedr, Victor	9/7/2024	8.5 Meeting / Train
9/18/2024 E-53:22	Khedr, Victor	9/16/2024	9.5 Corrections
9/16/2024 17:13:09	Aenlle, Victor	1/3/2024	8 Headquarters
9/16/2024 17:13:09	Aenlle, Victor	1/4/2024	8 Headquarters
9/16/2024 17:13:09	Aenlle, Victor	1/5/2024	8 Headquarters
9/16/2024 17:13:09	Aenlle, Victor	1/8/2024	8 Headquarters

2024 2023 2022 2021 2020 2019 2018 2017 2016 2015 2014 2013 2012 2011 2010

# Exhibit 22

Ex Parte370

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**015 no comments week ending 12/30/2023**

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**From** Connor Santos-Steverson </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=25C36F9B7931430192440BAFD080816D-CSANTOSSTEV>  
**Date** Tue 1/2/2024 8:28 AM  
**To** Van Enriquez <venriquez@smcgov.org>

Scott Berberian  
Lisandro Lopez  
Preston Lindsey  
Brett Murphy  
Natasha Andreatta  
Christopher Leddy  
Joseph Baker  
Sean Lundin-Weston  
Francis Arqueza  
John Barrett  
Matthew West  
Carlos Tapia  
Karla Montejano

Ex Parte371

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# Exhibit 23

Ex Parte372

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**SHERIFF**

**CHRISTINA CORPUS**

**SAN MATEO COUNTY SHERIFF'S OFFICE**

**DATE:** February 5, 2024  
**TO:** Assistant Sheriff Monaghan  
**FROM:** Lieutenant Jonathan Sebring  
**SUBJECT:** Responses to Preferred Assignment Questions

The purpose of this memo is to provide responses to the questionnaire sent out to all Sheriff's Lieutenants on January 26, 2024. My responses are in *italic*.

**1. Briefly explain how your professional traits and qualities align with your current assignment.**

*I am currently assigned as the Lieutenant in the Professional Standards Bureau (PSB). As a Sergeant, I was assigned to PSB from April of 2018 through my promotion to Acting Lieutenant in January of 2023. Other than three months as a Sergeant assigned to Corrections, and several overtime shifts, I have spent the majority of my time as a supervisor in PSB.*

*Some professional traits I possess that align with my current assignment are integrity, empathy, communication, reliability, honesty and accountability. I utilize these traits on a daily basis, whether it is with members of the public, Sheriff's personnel, or our partner agencies like the District Attorney's Office. Accountability in all directions is crucial to success and my ability to effectively communicate, whether it be giving praise, problem solving or having those tough conversations that need to be had from time to time, has helped ensure our PSB team is moving forward at the direction of the Sheriff.*

**2. What assignment or assignments would you like to do next? If more than one, please order sequentially with the first being your first choice and so on.**

*When the Sheriff promoted me to Lieutenant on July 12, 2023, there was mention about me being able to move on to something new since I have been in PSB for so long. I would like to first thank you and the rest of the Executive Team for the trust you had in me, first to promote me and then as a new Lieutenant, entrust me with one of the most important positions in the Office.*

*We have some exciting new programs and initiatives coming up in PSB and I am proud of the direction we are moving. The Sheriff also allowed for the long overdue expansion of PSB last year and I was glad to be a part of that. If it is possible, I would like to stay in PSB for another year (July 2025) to see through some of these new projects and to maintain continuity within the unit. For a long time, the Lieutenant position in PSB was a revolving door. The position was used as a steppingstone to Captain. I would also like to see our hiring and retention plans through to the end, or at least to where our staffing shortage is no longer a crisis. We are trending in the right direction.*

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*If it is decided that it is best for my professional development and the Office to go in another direction for PSB, I would like to be considered for the following assignments (in order by preference) with the full understanding that the needs of the Office take priority over my personal preferences:*

- 1.) Patrol Lieutenant*
- 2.) Investigations*
- 3.) Transit Bureau*
- 4.) Corrections Team Lieutenant*

**3. Briefly explain how your professional traits and qualities will allow you to be successful in your next role of choice. If more than one, please limit the response to your top choice.**

*The last 12 years of my career have been spent in an investigative role (PSB and Investigations). I can utilize my experience to help develop the next generation of law enforcement professionals and investigators. My ability to effectively communicate coupled with my ability to hold myself and others accountable, are traits that will carry over well as we continue to develop and enhance our relationship with the community and other stakeholders. My established relationships with the Executive Staff and my understanding of the inner workings of the County and Office will be valuable as I work as the conduit between the line level supervisors and the Command Staff.*

**4. Briefly explain how this role will advance your professional development.**

*As stated above, I have spent the past 12 years of my career working on the 3<sup>rd</sup> floor in some sort of an investigative role. Being selected as a Patrol Lieutenant would take me out of my comfort zone and allow me to get exposed to things like town hall meetings, critical incident management and special projects as assigned by the Command and Executive Staffs. My investigative and PSB experience will enable me to be successful with those tasks utilizing my professional traits as described above.*

**5. Briefly explain how this role will benefit our Office.**

*I can utilize my experience both as an investigator and in PSB to effectively communicate the goals and vision of the Office and be the conduit between the Executive/Command Staff and the line level supervisors. The experience I have, especially that in PSB, is unique and I will be able to bring a different perspective to the line level staff and supervisors. I will be able to use my experience to assist line level supervisors with their own administrative investigations, ensuring quality control at the field level for those important documents.*

**6. Please list the training courses and/or conferences you attended this past year.**

- Peer Support Conference*
- CCW Conference*
- Management School (Module #1 2/12/2024)*



**7. Which one had the biggest impact on your professional development? Briefly explain why.**

*My training courses and conferences were limited this past year, but the Peer Support Conference had a lasting impact when it pertains to wellness. Taking care of each other and ourselves while looking out for warning signs are crucial in this profession. The conference was a good reminder that although we do a lot of positive things at the Office with respect to wellness, there is always room for improvement, and we can never be content. As an active member and leader of the Peer Support Group, I brought ideas back with me from this conference and shared them with the other leadership within the group as well as the unions.*

**8. What did you implement or change because of what you learned in any of the trainings/conferences you attended?**

*I provided information to the unions regarding in-patient care facilities for wellness and recovery should a situation arise where those services are needed. For the CCW Conference, this was informative as I did not have much knowledge about the topic prior to taking my position. Mostly, our CCW process changed as we utilized retired personnel to run the day to day processes of our CCW program, freeing up our range sergeant to focus on his primary workload. Additionally, we implemented change in our CCW process, expanding on the applicant interviews and background investigations.*

**9. What training/conferences would you like to attend this year?**

*Beside completing my last two management course modules, I would like to be considered for the following training/conferences:*

- *CCW Conference (SE2 updates specifically)*
- *POST Training Manager Course*
- *Leading in Crisis: Response and Mitigation of Critical Incidents*
- *POST Leadership Development Program*

# Exhibit 24

Ex Parte376

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**SHERIFF**

**CHRISTINA CORPUS**

**SAN MATEO COUNTY SHERIFF'S OFFICE**

**DATE:** February 13, 2024  
**TO:** Rocio Kirczun, Director of Human Resources  
**FROM:** Christina Corpus, Sheriff  
**SUBJECT:** Differential Request for Dr. Victor Aenlle

---

Dr. Victor Aenlle was appointed to the Executive Director of Administration/Chief of Staff position in July 2023. In this role, he oversees several bureaus including Technology Services, Records, Property, Professional Standards, Finance, Payroll, the Forensic Laboratory, the Sheriff's Activities League, and the CCW unit.

In addition to his role as Executive Director of Administration/Chief of Staff, Dr. Aenlle has been temporarily assigned to manage over ten million dollars in special projects and initiatives that require considerable expertise, time, and experience.

Some of these projects include:

- Managing the planning and logistics for the new childcare center for employees
- Developing enhanced swim safety programs throughout San Mateo County, focusing on underserved areas
- Managing the acquisition, planning, and logistics for the new Sheriff's Activities League building in Half Moon Bay
- Managing and directing the acquisition and renovation of the old fire station on the coast to be used for emergency equipment/EVOC/ and emergency operations
- Acquiring, planning, and building the new Sheriff's Office substation in North Fair Oaks
- Overseeing the logistics and remodel of the Moss Beach Substation
- Overseeing community outreach initiatives including "Lights On!", and "Project Guardian"
- Creating the San Mateo County Home Buying Assistance Program
- Creating the Sheriff's Office nonprofit foundation

During this time, Dr. Aenlle is being asked to fulfill the duties of his Executive Director of Administration/Chief of Staff role, and also to take ownership of various projects and initiatives that fall outside the scope of his primary position. Additionally, the Sheriff's Office Corrections Division has been temporarily reassigned to the Undersheriff. This will require several areas of responsibility and oversight previously assigned to the Undersheriff to be transitioned to Dr. Aenlle, effective immediately.

Dr. Aenlle is a valued member of the Executive Team who has the breadth of knowledge and experience necessary to move these projects from conception to completion. This temporary differential will help recognize the substantive and highly demanding additional workload.

**Ex Parte 377**

**CONFIDENTIAL**

# Exhibit 25

Ex Parte378

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**Subject:** Document  
**Date:** Friday, March 8, 2024 at 10:25:00 AM Pacific Standard Time  
**From:** Christina Corpus  
**To:** Chris Hsiung  
**Attachments:** Outlook-55oqr4dp.jpg

Dr. Victor Aenlle was appointed to the Executive Director of Administration/Chief of Staff position in July 2023. In this role, he oversees several bureaus including Technology Services, Records, Property, Professional Standards, Finance, Payroll, the Forensic Laboratory, the Sheriff's Activities League, and the CCW unit.

In addition to his role as Executive Director of Administration/Chief of Staff, Dr. Aenlle has been temporarily assigned to manage over ten million dollars in special projects and initiatives that require considerable expertise, time, and experience.

Some of these projects include:

- Managing the planning and logistics for the new childcare center for employees
- Developing enhanced swim safety programs throughout San Mateo County, focusing on underserved areas
- Managing the acquisition, planning, and logistics for the new Sheriff's Activities League building in Half Moon Bay
- Managing and directing the acquisition and renovation of the old fire station on the coast to be used for emergency equipment/EVOC/ and emergency operations
- Acquiring, planning, and building the new Sheriff's Office substation in North Fair Oaks
- Overseeing the logistics and remodel of the Moss Beach Substation
- Overseeing community outreach initiatives including "Lights On!", and "Project Guardian"
- Creating the San Mateo County Home Buying Assistance Program
- Creating the Sheriff's Office nonprofit foundation
- PIO transition

During this time, Dr. Aenlle is being asked to fulfill the duties of his Executive Director of Administration/Chief of Staff role, and to take ownership of various projects and initiatives that fall outside the scope of his primary position. Additionally, the Sheriff's Office Corrections Division has been temporarily reassigned to the Undersheriff. This will require several areas of responsibility and oversight previously assigned to the Undersheriff to be transitioned to Dr. Aenlle, effective immediately.

Ex Parte379 of 2

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Dr. Aenlle is a valued member of the Executive Team who has the breadth of knowledge and experience necessary to move these projects from conception to completion. This temporary differential will help recognize the substantive and highly demanding additional workload.



***Christina Corpus, Sheriff***

*San Mateo County Sheriff's Office*

*400 County Center*

*Redwood City, CA 94063*

*(650) 599-1664*

*[ccorpus@smcgov.org](mailto:ccorpus@smcgov.org)*

*<http://www.smcsheriff.com>*

***DIGNITY ☆ COMPASSION ☆ RESPECT***

# Exhibit 26

Ex Parte381

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**SHERIFF**

**CHRISTINA CORPUS**

**SAN MATEO COUNTY SHERIFF'S OFFICE**

**DATE:** March 12, 2024  
**TO:** Rocio Koryczon, Director of Human Resources  
**FROM:** Chris Hsiung, Undersheriff  
**SUBJECT:** Temporary Differential Pay

---

Dr. Victor Aenlle was appointed to the Executive Director of Administration/Chief of Staff position in July 2023. In this role, he oversees several bureaus including Technology Services, Records, Property, Professional Standards, Finance, Payroll, the Forensic Laboratory, the Sheriff's Activities League, and the CCW unit.

In addition to his role as Executive Director of Administration/Chief of Staff, Dr. Aenlle has been temporarily assigned to manage over ten million dollars in special projects and initiatives that require considerable expertise, time, and experience.

Some of these projects include:

- Managing the planning and logistics for the new childcare center for employees.
- Developing enhanced swim safety programs throughout San Mateo County, focusing on underserved areas
- Managing the acquisition, planning, and logistics for the new Sheriff's Activities League building in Half Moon Bay
- Managing and directing the acquisition and renovation of the old fire station on the coast to be used for emergency equipment/EVOC/ and emergency operations
- Acquiring, planning, and building the new Sheriff's Office substation in North Fair Oaks
- Overseeing the logistics and remodel of the Moss Beach Substation
- Overseeing community outreach initiatives including "Lights On!", and "Project Guardian"
- Creating the San Mateo County Home Buying Assistance Program
- Creating the Sheriff's Office nonprofit foundation
- Assisting with the PIO team

During this time, Dr. Aenlle is being asked to fulfill the duties of his Executive Director of Administration/Chief of Staff role, and to take ownership of various projects and initiatives that fall outside the scope of his primary position. Additionally, the Sheriff's Office Corrections Division has been temporarily reassigned to me, which has taken up a lot of bandwidth and

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EX Parte 302

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resources. As such, Dr. Aenlle has assisted the executive leadership team by taking on projects, as listed above, to help with the Office's goal's and vision.

Dr. Aenlle is a valued member of the Executive Team who has the breadth of knowledge and experience necessary to move these projects from conception to completion. This temporary 10% differential will help recognize the substantive and highly demanding additional workload.

# Exhibit 27

- Ex Parte384

**From:** [Rocio Kinyczyn](#)  
**To:** [Chris Hsiung](#)  
**Cc:** [Christina Corpus](#)  
**Subject:** RE: Discretionary Pay for Victor Aenlle  
**Date:** Wednesday, March 13, 2024 2:17:00 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)

---

Good afternoon,

We had a chance to review your request to offer Victor Aenlle a 10% management differential. Based on our review of the projects listed on the memo, we believe that they all fall under the scope of his position. The job title is Executive Director of Administration, and definition is to “plan, organize, direct, and coordinate activities of the Sheriff's Office Support Services Division; develop and implement division goals, policies, and priorities; and provide highly responsible and complex administrative support to senior level management within assigned area of specialization; and perform related duties as assigned.”

The projects listed all fall under the umbrella of administration and so by default are within his scope already. The management differential criteria cites 2 scenarios where a management allowance is applicable:

- To appropriately compensate current classified employees who accept a short-term project or assignment, which is critical to the continued business operations and overall strategic effectiveness of the organization, and the short-term project/assignment **is not customarily assigned to the position or an expected part of the regular assignment. It is distinctly outside the scope of the regular assignment, short-term, and critical to the mission of the department.** This is not intended to reward tenured staff or as a promotion; and/or
- To compensate current classified employees **for temporarily assuming the full set of duties from a higher-level vacant position or from a higher-level encumbered position whose incumbent is on an extended leave.** It is not a substitution for the promotional or allocation process.

If the role and assignment is led by a lower level position, it might make sense to give an allowance because some of these projects should sit at a higher level manager that has authority to speak on behalf of the Sheriff and the organization. But because Mr. Aenlle's classification is set at a high/executive level, these projects do not exceed his scope.

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Please let me know if you have any questions.

Thanks.

Rocio

---

**From:** Chris Hsiung <chsiung@smcgov.org>

**Sent:** Tuesday, March 12, 2024 2:09 PM

**To:** Rocio Kiryczun <rkiryczun@smcgov.org>

**Cc:** Christina Corpus <CCorpus@smcgov.org>

**Subject:** Discretionary Pay for Victor Aenlle

Rocio,

Thank you for taking the time to chat with me. As promised, I'm attaching the memo outlining the projects described on the phone call. Please let me know if you have any questions.

Thanks!

-Chris

**Chris Hsiung, Undersheriff**

**San Mateo County Sheriff's Office**

County Government Center

400 County Center, 3<sup>rd</sup> Floor

Redwood City, CA 94063

650-599-1662

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# Exhibit 28

Ex Parte387

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# SHERIFF

# CHRISTINA CORPUS

## SAN MATEO COUNTY SHERIFF'S OFFICE

**DATE:** April 16, 2024 Updated  
**TO:** Rocio Kirczun, Director of Human Resources  
**FROM:** Christina Corpus, Sheriff  
**SUBJECT:** Differential Request for Dr. Victor Aenlle

---

Dr. Victor Aenlle was appointed to the Executive Director of Administration/Chief of Staff position in July 2023. In this role, he oversees several bureaus including Technology Services, Records, Property, Professional Standards, Finance, Payroll, the Forensic Laboratory, the Sheriff's Activities League, and the CCW unit.

In addition to his role as Executive Director of Administration/Chief of Staff, Dr. Aenlle has been temporarily assigned to manage over ten million dollars in special projects and initiatives that require considerable expertise, time, and experience. I am asking for the management differential in the amount of 10% for Dr. Aenlle for the duration of one year. During this time frame, he will be performing the duties outlined in the job description for Executive Director or Administration as well as one-time projects and initiatives that fall outside the scope of his assigned position. The alternative to Dr. Aenlle managing these projects would be for the County to hire several consultants and/or project managers, which would likely be cost prohibitive. The following assigned projects are estimated to take up approximately 25% of Dr. Aenlle's time.

Some of these projects include:

- Managing the planning and logistics for the new childcare center for employees
- Developing enhanced swim safety programs throughout San Mateo County, focusing on underserved areas
- Managing the acquisition, planning, and logistics for the new Sheriff's Activities League building in Half Moon Bay
- Managing and directing the acquisition and renovation of the old fire station on the coast to be used for emergency equipment/EVOC/ and emergency operations
- Acquiring, planning, and building the new Sheriff's Office substation in North Fair Oaks
- Overseeing the logistics and remodel of the Moss Beach Substation
- Overseeing community outreach initiatives, including "Lights On!" and "Project Guardian."
- Creating the San Mateo County Home Buying Assistance Program
- Creating the Sheriff's Office Nonprofit Foundation

Ex Parte 300

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During this time, Dr. Aenlle is being asked to fulfill the duties of his Executive Director of Administration/Chief of Staff role and take ownership of various projects and initiatives that fall outside the scope of his primary position.

Though the job description for Executive Director of Administration includes highlights the "analysis and resolution of problems related to...project management", there is no mention about planning, coordinating, and managing several office-wide and county-wide projects and initiatives.

The job description for the Executive Director of Administration position very clearly outlines operational oversight over Professional Standards, the Forensic Laboratory, Fiscal Services, Technology Services, Training, Payroll, Records, Property, and Civil. At this time, Dr. Aenlle has also taken on oversight for the Sheriff's Activities League and has assumed the duties of the interim Director.

Additionally, the Sheriff's Office Corrections Division has been temporarily reassigned to the Undersheriff. This will require several areas of responsibility and oversight previously assigned to the Undersheriff to be transitioned to Dr. Aenlle, effective immediately.

Dr. Aenlle is a valued member of the Executive Team who has the breadth of knowledge and experience necessary to move these projects from conception to completion. This temporary differential will help recognize the substantive and highly demanding additional workload.

# Exhibit 29

Ex Parte390

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**From:** Rocio Kiryczun  
**To:** Christina Corpus  
**Subject:** Request for Reconsideration of Allowance for Victor Aenlle  
**Date:** Wednesday, April 24, 2024 11:54:00 AM  
**Attachments:** Outlook-sahwkyhz  
RE:Discrictary Pay for Victor Aenlle.msg

---

Good Morning Sheriff,

Hope you are doing well... I wanted to reiterate HR's position on the management differential request for Victor Aenlle for overseeing projects that are within scope of his executive level position. As per our previous response (attached) the listed projects fall under the administration umbrella which he has ultimate responsibility for. This includes overseeing SAL after the Executive Director position vacated. For this reason, and because the work described does not fall under either of the criteria for management allowance, we cannot support the allowance.

With regards to covering for the vacated SAL Director position, it is not uncommon for managers to step in when there is a vacancy if other backfilling options (such as working someone else out of class into the position) is not viable, however the manager would not be entitled to extra compensation for doing so as it is expected of a manager to take over a function they oversee when needed. Our Talent Acquisition team is ready to work with you or Victor on a recruitment to fill that vacancy immediately so as to minimize the impact on his workload.

Thank you.

Rocio

**From:** Victor Aenlle <vaenlle@smcgov.org>  
**Sent:** Monday, April 22, 2024 12:24 PM  
**To:** Christina Corpus <CCorpus@smcgov.org>  
**Cc:** Rocio Kiryczun <rkiryczun@smcgov.org>  
**Subject:**

Hello Sheriff,

I hope you are doing well. I am resubmitting my request for Management Differential Pay. I have thoroughly reviewed the Management Differential Criteria and find that my request falls within the scope and requirements outlined (attached for reference). Additionally, with the untimely departure of the SAL Executive director, I have assumed those responsibilities and am the acting/interim SAL Executive Director. For context, we have recently approved and granted differential pay when one of our directors assumed the duties of a vacant position and, to this day, continues to receive their differential pay

Ex Parte391

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while training the new hire.

I hope you and the Director of Human Services find my request acceptable. If this is not the case, I would like a written response outlining the reasons for the denial.

Respectfully,

Victor

**Victor Aenlle, Ph.D.**

Chief of Staff

Executive Director of Administration

**San Mateo County Sheriff's Office**

County Government Center

400 County Center, 3<sup>rd</sup> Floor

Redwood City, CA 94063

650.363.4045

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# Exhibit 30

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Ex Parte393

20:29

50



Christina Corpus @



that

47m

Today

I knew it that's why I asked for her to be off boarded ahead of time

12m

We can't really off board before the agreed upon date or else it could be considered a de facto or constructive termination though.

10m

I know you're really mad, trust me, I get it, but we need to be careful not to set up that de facto termination case because that could open you up to liability. She's gone in two days and I don't think she's going to send anything else. I made that clear

8m

I am so sick of people stepping all over us in fear of retaliation. She has already proven us wrong

7m



Message



# Exhibit 31

Ex Parte395

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[Home](#) [Emailings](#)

Date: 6/21/2024  
Subject: DSA Response to Undersheriff Change  
From: Ephraim Chaever



<

#### DSA Response to Separation of Undersheriff Hsiung

To All DSA Members,

This morning, it was announced via your county email that Undersheriff Chris Hsiung has left our organization. The timing of this news came as a shock and surprise to the board, although we had heard rumors that this might be coming at some point. We are deeply saddened by this change, as Chris was a big supporter of our organization, our union, and us as employees.

We know that with morale being incredibly low, this uncertainty and change makes morale go even lower. There are many questions that we need to ask as a union – why did this happen? What strategic changes will occur as a result? Are any other changes coming that we need to know about? We also have several projects, such as revisions to the overtime policy and shift bid process, that are now left in limbo.

As our new undersheriff comes on board, we are going to start asking these questions and getting this information back to you all as soon as possible. As the line staff of the Sheriff's Office, as well as our members in the Coroner's and DA's offices, this information is critical to the stability of our organizations and to our day to day operations across all bureaus.

[Help](#)

Ex Parte396

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Please know that our board is working hard to get answers and solutions, as many of these issues are time sensitive. Please keep an eye out for more information as it becomes available to us. If you have any questions, please feel free to reach out to any board member and we will provide whatever information that we can. Thank you.

Sincerely,

Ephraim Cheever, Vice President  
On Behalf of the DSA Board of Directors


San Mateo County Deputy Sheriff's Association  
2421 Broadway Street  
Redwood City CA 94063  
650-261-1081



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# Exhibit 32

Ex Parte398

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# Exhibit 33

Ex Parte400

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SHERIFF

CHRISTINA CORPUS

SAN MATEO COUNTY SHERIFF'S OFFICE

330 Bradford Street, Redwood City, CA 94063

Telephone: (650) 363-4911

Date: July 5, 2024

To: Lieutenant Irfan Zaidi – Professional Standards Bureau

From: Sergeant Jimmy Chan #S305

Re: Letter of Interest – Detective Sergeant, Professional Standards Bureau

Dear Lt. Zaidi:

Please accept this letter as my official Letter of Interest for consideration for the position of Detective Sergeant with the San Mateo County Sheriff's Office – Professional Standards Bureau. My law enforcement career encompasses the following:

- San Mateo County Sheriff's Office
  - Sergeant— Courts and Transportation (April 2024 – Present)
  - Detective Sergeant - Investigations Bureau (2022 – 2024) – Assigned to the Airport Investigations Division.
  - Detective— Investigations Bureau (2018 – 2022) – Assigned to the Airport Investigations Division.
  - Deputy Sheriff
    - Patrol Division (2016 - 2018) – Assigned to the Millbrae Patrol Bureau
    - Corrections Division (2015 - 2016) – Assigned to the Maguire Correctional Facility
- San Mateo Police Department (2004 - 2015)
  - Police Officer
    - Specialty Assignments include: Canine Handler and Field Training Officer
- San Francisco Police Department
  - Inspector (1999 - 2000) - Vice / Narcotics Division
  - Police Officer (1994 - 1999) – Assigned to the Bayview Police District
    - Specialty Assignment: Plainclothes Unit Providing Station Level Investigations

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Recipient Name

Date

Page 2

- California Highway Patrol (1991- 1994)
  - State Traffic Officer – Assigned to the South Los Angeles Area Office

I have completed the following as it directly applies to the position:

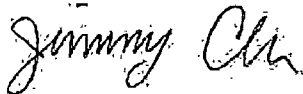
- POST Supervisors School (2 Year Supervisory Certification received)
- POST Internal Affairs Investigation School
- POST Background Investigations School

I understand that this position encompasses administrative investigations, intaking citizen complaints, the supervision and management of the recruitment, testing and background processes, administrative review of records and close partnership with County Counsel, Human Resources and other government and community entities. I further understand the responsibility of being available for callouts after hours and on weekends.

In my 28+ years as a law enforcement official, I have thoroughly enjoyed the team environment that law enforcement requires for success and have always maintained a positive working relationship with the courts, the District Attorney's Office, allied agencies, and the public.

Thank you for your consideration and I look forward to hearing from you.

Sincerely,



Jimmy Chan, Sergeant  
San Mateo County Sheriff's Office

Ex Parte402

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# Exhibit 34

Ex Parte403

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**Re: 015 earning type comments section**

---

From Connor Santos-Stevenson <csantosstevenson@smcgov.org>  
Date Thu 8/15/2024 4:27 PM  
To Carlos Tapia <ctapia@smcgov.org>

Of course!

Feel free to call me at my desk - 650-599-7367



Connor Santos-Stevenson, WOC Payroll/Personnel Coordinator IV *(he/him)*  
San Mateo County Sheriff's Office  
Sheriff's Payroll  
330 Bradford Street  
Redwood City, CA 94063  
650-599-7367  
[www.smcsheriff.com](http://www.smcsheriff.com)  
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---

From: Carlos Tapia <ctapia@smcgov.org>  
Sent: Thursday, August 15, 2024 2:32 PM  
To: Connor Santos-Stevenson <csantosstevenson@smcgov.org>  
Subject: Re: 015 earning type comments section

Hello Connor,

Can I call you regarding this ?

Thank you,

Carlos Tapia  
650-784-1931 cell

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---

From: Connor Santos-Stevenson <csantosstevenson@smcgov.org>  
Sent: Thursday, August 15, 2024 2:25:10 PM  
To: Carlos Tapia <ctapia@smcgov.org>  
Subject: 015 earning type comments section

Good afternoon, Deputy Tapia,

Hope this email finds you well.

Just a kind reminder to please put something in the **comments section** when you have an 015 line- for auditing purposes.

Please let me know if you have any questions.

Ex Parte404

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TAPIA, CARLOS JOSE (000025998)

☒ EMP Submitted

Enter Elapsed Time

Click Save For Now button to save your current work so that you may continue to enter time for this week. Click Submit for Approval after your timesheet is completed to send to your supervisor.

<input type="checkbox"/>	Earning Type	Sun 08/14	Mon 08/02	Tue 08/03	Wed 08/07	Thu 08/08	Fri 08/09	Sat 08/10	Total	Job Org	Job Object	Charge Department	Comment
<input type="checkbox"/>	001												
<input type="checkbox"/>	070		8.0						8.00	SGOPR	SA205	31551	
<input type="checkbox"/>	075		12.0				8.0		20.00	SGOPR	SA401	31041	
<input type="checkbox"/>	001			10.0	10.0	10.0	10.0		40.00				
<input type="checkbox"/>	015			10.0	10.0	10.0	10.0		40.00				
<input type="checkbox"/>													
<input type="checkbox"/>													
<input type="checkbox"/>													
<input type="checkbox"/>													
Total		0.00	18.00	20.00	20.00	20.00	28.00	0.00	106.00				

Approval

☒ A1 Authorized ☒ ☒ ☒ ☒ ☒ ☒ ☒

Thank you,



Connor Santos-Stevenson, WOC Payroll/Personnel Coordinator IV (he/him)  
San Mateo County Sheriff's Office  
Sheriff's Payroll  
330 Bradford Street  
Redwood City, CA 94063  
650-599-7367  
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# Exhibit 35

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**RE: DSA/OSS MOU's**

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**From** Stacey Stevenson </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=15678E2543824FE2AD5205A06A47E266-SSTEVENSON>  
**Date** Tue 8/20/2024 7:55 AM  
**To** Jason Cooksey <jcooksey@smcgov.org>

Carlos Tapia.

He did not use the RTE code as far as I can tell on reports. I've asked Payroll to check too.

Stacey

---

**From:** Jason Cooksey <jcooksey@smcgov.org>  
**Sent:** Tuesday, August 20, 2024 7:40 AM  
**To:** Stacey Stevenson <sstevenson@smcgov.org>  
**Subject:** RE: DSA/OSS MCU's

Good Morning Stacey,

I didn't mention that section since it only applies to the Association President, which I assumed the Reps were not. Do you know who is the President?

Thanks

Jason

---

**From:** Stacey Stevenson <sstevenson@smcgov.org>  
**Sent:** Monday, August 19, 2024 5:24 PM  
**To:** Jason Cooksey <jcooksey@smcgov.org>  
**Subject:** RE: DSA/OSS MCU's

County HR referred me to section 3.2 of the DSA MOU. I'm confirming with them that with the reduction to 6 hours for Lincoln holiday, no billing-repayment is needed. They also said 010 is a code no longer used, and Release time should be coded to RTE.

I ran a report on code RTE, and I don't see anything coded there either. We may need to have payroll push out a memo to union reps and Presidents.

Thanks,  
Stacey

---

**From:** Jason Cooksey <jcooksey@smcgov.org>  
**Sent:** Monday, August 19, 2024 1:35 PM  
**To:** Stacey Stevenson <sstevenson@smcgov.org>  
**Subject:** RE: DSA/OSS MCU's

Hi Stacey,

I don't see any specific language in the MOUs that mentions reimbursement for the paid release time. Both MOUs only state, "*representatives of the Association shall be given reasonable time off with*

Ex Parte407

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*pay, including reasonable travel time... Such representatives shall submit written requests for excused absences to Employee Relations at least two (2) working days prior to the meeting whenever possible."*

Would you like me to reach out to County HR see if there's anything formalized in writing on the reimbursement?

Also, I am thinking our Payroll team should be able to pull a report for code 010 Release Time with Pay, which I believe is used for union Rep time.

Thanks

Jason

---

**From:** Jason Cooksey  
**Sent:** Monday, August 19, 2024 11:41 AM  
**To:** Stacey Stevenson <[ss Stevenson@smcgov.org](mailto:ss Stevenson@smcgov.org)>  
**Subject:** RE: DSA/OSS MOU's

Hi Stacey,

Sure thing. Let me see what I can find within the language, as well as come up with the estimated costs.

Thanks

Jason

---

**From:** Stacey Stevenson <[ss Stevenson@smcgov.org](mailto:ss Stevenson@smcgov.org)>  
**Sent:** Friday, August 16, 2024 3:35 PM  
**To:** Jason Cooksey <[jcooksey@smcgov.org](mailto:jcooksey@smcgov.org)>  
**Subject:** DSA/OSS MOU's

Hi Jason,

I recall a conversation where County HR told me that the SO should be reimbursed by the two unions for a portion of the salaries of the DSA rep and the OSS rep. Can you please read through the two union agreements, and find the language that allows for that?

And then calculate what we would be owed annually under that agreement, or specifically for FY23-24 and FY24-25.

DSA rep – Carlos Tapia

OSS rep – Jeffrey Carr

Thanks,  
Stacey

Ex Parte408

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# Exhibit 36

Ex Parte409

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**RE: Check timecard**

**From** Stacey Stevenson </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=15678E2543824FE2AD5205A06A47E266-SSTEVENSON>  
**Date** Thu 9/12/2024 12:53 PM  
**To** SHERIFFS\_Payroll <SHERIFFS\_Payroll@smcgov.org>

And the others? Are they all using the proper release time codes?

Thanks,  
Stacey

**From:** SHERIFFS\_Payroll <SHERIFFS\_Payroll@smcgov.org>  
**Sent:** Thursday, September 12, 2024 12:40 PM  
**To:** Stacey Stevenson <sstevenson@smcgov.org>  
**Subject:** Re: Check timecard

Hi Stacey,

Yes, Carlos has been told. He has been updating his timecard with the release time code.

Thanks,



**Sheriff's Office Payroll Unit**

**San Mateo County Sheriff's Office**

30 Bradford Street 4<sup>th</sup> Floor

Redwood City, CA 94063

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**From:** Stacey Stevenson <sstevenson@smcgov.org>  
**Sent:** Wednesday, September 11, 2024 7:54 PM  
**To:** SHERIFFS\_Payroll <SHERIFFS\_Payroll@smcgov.org>  
**Subject:** RE: Check timecard

Hi there,

Ex Parte410

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Can you confirm that the union presidents are now correctly using the RTE code? Carlos Tapia, Hector Acosta, Laura Sparks, etc. I think it would be good to send an email uniformly to all union presidents/ reps to let them know the proper coding to use on their timecards.

Thanks,  
Stacey

---

**From:** Stacey Stevenson  
**Sent:** Wednesday, August 21, 2024 12:12 PM  
**To:** SHERIFFS\_Payroll <[SHERIFFS\\_Payroll@smcgov.org](mailto:SHERIFFS_Payroll@smcgov.org)>  
**Subject:** RE: Check timecard

Hi Van,

County HR informed me this week that he should be using that code. I think this will be better received if he hears it from you in Payroll. Can you please send him an email and cc his ATKS supervisor and let him know that he should be using the RTE code for any time he is spending on union duties. Please also ask him to submit a spreadsheet of the hours he spent on union duties since 7/1/24 as we will likely need to do an RA to make corrections so we have accurate records. If possible, maybe Payroll staff can spot check his timecard occasionally to ensure he is doing it correctly.

Please blind copy me or forward the email to me so I can retain a record of this.

Thanks,  
Stacey

---

**From:** SHERIFFS\_Payroll <[SHERIFFS\\_Payroll@smcgov.org](mailto:SHERIFFS_Payroll@smcgov.org)>  
**Sent:** Wednesday, August 21, 2024 11:51 AM  
**To:** Stacey Stevenson <[sstevenson@smcgov.org](mailto:sstevenson@smcgov.org)>  
**Subject:** Re: Check timecard

Hi Stacey,

The others in the union (ie L. Sparks, J. Yujuico etc..) has been using RTE. As for Carlos, I know he mentioned it awhile back with their new contract in 2022, just ran a quick audit and I don't think he's ever used that code before.

Thanks,  
Van



**Sheriff's Office Payroll Unit**

**San Mateo County Sheriff's Office**

30 Bradford Street 4<sup>th</sup> Floor

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**From:** Stacey Stevenson <[ssstevenson@smcgov.org](mailto:ssstevenson@smcgov.org)>  
**Sent:** Monday, August 19, 2024 5:27 PM  
**To:** SHERIFFS\_Payroll <[SHERIFFS\\_Payroll@smcgov.org](mailto:SHERIFFS_Payroll@smcgov.org)>  
**Subject:** RE: Check timecard

Here is the snippet from the CJA MOU:

### 3.2 President Release Time

The County agrees to provide the Association President with sixty (60) hours of release time each pay period. The Association agrees that the start of the term of office for a newly elected President will coincide with the start of a County pay period.

During this County paid release time, the Association President shall engage only in the following activities: (1) preparing for and participating in meet and confer or consultation with representatives of the County or Sheriff's Office on matters relating to employment conditions and employee relations, including wages, hours and other terms and conditions of employment; (2) investigating or processing grievances or appeals; (3) conducting Association business; (4) participation in Association Board and general membership meetings; (5) attendance at Association related training, conferences and workshops. All approved release time will be coded appropriately on the employee's timecard using pay code RTE.

While on release time, the President will utilize accrued leave in accordance with the terms of this agreement for any absences.

The Association President shall not participate in any other activity, including but not limited to political activity, during this County paid release time. Paid release time is not authorized to be used for political activity, any type of activity that is precluded by law or County policy as a conflict of interest, conducting membership drives, or soliciting membership from other County employees or applicants.

The Association President shall provide documentation to the Sheriff certifying that during each pay period, the Association President used the sixty (60) hours of County paid release time only for authorized purposes. The Association President shall provide this certification at the conclusion of each pay period. Use of the paid release time for unauthorized purposes may result in disciplinary action, up to and including termination of employment.

This agreement for sixty (60) hours of release time per pay period encompasses forty (40) hours per pay period of County-paid release time. In recognition of the Association's responsibility for payment for the remaining twenty (20) hours per pay period of release time for the Association President, effective upon Board of Supervisors' approval of the successor MOU in 2022, the February 12<sup>th</sup> (Lincoln's Birthday) holiday will be converted to a floating holiday, and the floating holiday will be reduced from eight (8) to six (6) paid hours.

The Sheriff shall fix the release time and work schedule hours of the Association President in accordance with Section 7 of the MOU. Release time shall be scheduled during regular business hours unless otherwise agreed to by the parties. Unused release time hours are not transferable. Unused release time hours resulting from approved time off or lack of Association business cannot be banked for later use, nor shall it be cashable at separation.

If Association representation expands, this agreement does not create precedence or provide guarantee of the addition of release time hours for the Association President or the Association Board.

Ex Parte412

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County HR told me that code 010 is no longer in use, and all employees conducting union business should be coding to code "RTE". Can you let me know if that is being used? If not, you may need to write a memo to all staff to remind folks they need to use that. Let me know what you find out about Carlos Tapia's timecard though.

Thanks,  
Stacey

---

**From:** Stacey Stevenson  
**Sent:** Monday, August 19, 2024 5:12 PM  
**To:** SHERIFFS\_Payroll <SHERIFFS\_Payroll@smcgov.org>  
**Subject:** Check timecard  
**Importance:** High

I spoke to county HR about union president timecards. They informed me that the DSA union president should be coding their timecard with code "RTE" when they are conducting union business, as per MOU agreement. Can you please check of Carlos Tapia's timecards and let me know if he uses that code ever? You may need to do an RA to correctly capture this time, but let me know what you find out first.

Thanks,  
Stacey

Ex Parte413

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# Exhibit 37

Ex Parte414

CONFIDENTIAL



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**RE: DSA/OSS salary reimbursement**

---

**From** Stacey Stevenson <sstevenson@smcgov.org>

**Date** Mon 8/19/2024 5:20 PM

**To** Michelle Kuka <mkuka@smcgov.org>

Thanks, Michelle!

I know we initially talked about a billing and money transfer between DSA and the SO-County. But instead of the money transfer, the members are only receiving 6 hours of floating time for Lincoln's holiday. So no exchange of money is needed, am I understanding that correctly?

I don't see the union President using the RTE code, so I will have the Payroll unit remind them of that.

Thanks again,  
Stacey

---

**From:** Michelle Kuka <mkuka@smcgov.org>

**Sent:** Monday, August 19, 2024 4:23 PM

**To:** Stacey Stevenson <sstevenson@smcgov.org>

**Subject:** Re: DSA/OSS salary reimbursement

Hi Stacey,

Section 3.2 of the DSA MOU discusses the agreement regarding DSA President Release Time. In the last round of negotiations we agreed that the County would pay for 50% of the DSA President Release time and the remaining time is being paid by the members only receiving 6 hours of floating holiday time for Lincoln's Holiday. OSS does not have any President Release Time.

Any County employee on approved release time should be using timecard code RTE for tracking purposes (it used to be code 010).

Thanks,  
Michelle

---

**From:** Stacey Stevenson <sstevenson@smcgov.org>

**Sent:** Monday, August 19, 2024 3:19 PM

**To:** Michelle Kuka <mkuka@smcgov.org>

**Subject:** DSA/OSS salary reimbursement

Hi Michelle,

Hope you're doing well! I was going through some old notes and was reminded of a conversation that our prior Director, Pam Deal, and I had with you. You had met with us to review and discuss a potential process for the DSA and OSS to reimburse the County for a

Ex Parte415

portion of the DSA rep and the OSS rep salary. At the time, I think we were discussing language that included a reimbursement of 25% or 50% of the time.

I don't see anything in the current MOU's, but I am unsure if there is any other agreement in place between the DSA/OSS and the County. Was the discussion we had back then just preemptive planning just in case the language had been approved? Or is there actual reimbursement language in existence somewhere? Just trying to make sure I am not missing something.

Also, should those employees be using the 010 Release Time Earnings Code?

Thanks for your help,  
Stacey

Ex Parte416

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# Exhibit 38

Ex Parte417

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**SHERIFF**

**CHRISTINA CORPUS**

**SAN MATEO COUNTY SHERIFF'S OFFICE**

330 Bradford Street, Redwood City, CA 94063

Telephone: (650) 363-4911

August 22, 2024

Javier Acosta  
145 Red River Way  
San Jose, CA 95136

(Hand-delivered)

Dear Sgt. Acosta:

Effective immediately, you are temporarily assigned to work at home until further notice (Administrative Leave). You are directed to remain at your home 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. If you are unable to be reached by telephone during those hours while on this assignment, the time that you are unavailable will be considered Absence without Leave (AWOL) and disciplinary action will be taken.

You are not to act in any official capacity while on Administrative Leave. You are also not permitted to enter any Sheriff's Office worksite, except portions of worksites that are otherwise open to the public. You are hereby ordered to surrender your badge, ID card, access card, station and other work-related keys, take home car and all issued electronics.

You will remain in this status while the investigation into your misconduct is ongoing, at which time you will be contacted with further directions. While you are on this assignment, you will continue to receive your normal pay and benefits.

Should you wish to conduct personal business away from your home or attend a medical appointment during the period you are assigned to work at home, please call me to let me know the day and hours to code to vacation or sick leave, as appropriate.

[WWW.SMCSHERIFF.COM](http://WWW.SMCSHERIFF.COM)

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Javier Acosta  
August 22, 2024  
Page 2

While this investigation is ongoing, you are instructed not to interfere with the investigation in any way. This includes tampering with evidence and/or attempting to influence potential witnesses. You are further directed not to access your work computer system, other than Workday, while on this temporary assignment without receiving advance permission from me. Should you need to retrieve any personal belongings from the office, you are to call me. Failure to comply with these requirements will constitute insubordination.

Sincerely,

Christina Corpus, Sheriff

By 

Matthew Fox, Captain  
Headquarters Patrol

cc: Christina Corpus, Sheriff  
Undersheriff Dan Ferea  
Assistant Sheriff Ryan Monaghan  
Captain Brian Philip, Professional Services Bureau  
Lieutenant Irfan Zaidi, Professional Services Bureau  
Rocio Kirczun, Human Resources Director  
Katy Roberts, Employee and Labor Relations Analyst  
Civil Service and Department Personnel Files

Ex Parte419

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# Exhibit 39

Ex Parte420

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**Fw: DSA President Release Time (Coding RTE)**

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**From** Van Enriquez <venriquez@smcgov.org>  
**Date** Wed 8/28/2024 9:03 AM  
**To** Carlos Tapia <ctapia@smcgov.org>

Good morning Deputy Tapia.

Confirmed with HR, please use code **010**.

Thank you,



**Van Enriquez,**  
**San Mateo County Sheriff's Office**  
Payroll Unit  
330 Eradford Street- 4<sup>th</sup> Floor  
Redwood City, CA 94063  
650-599-1742  
[www.smcsheriff.com](http://www.smcsheriff.com)  
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"People First- Service Above Self"-

---

**From:** Van Enriquez  
**Sent:** Friday, August 23, 2024 4:05 PM  
**To:** Carlos Tapia <ctapia@smcgov.org>  
**Cc:** Steve Woelkers <swoelkers@smcgov.org>; Brandon Hensel <BHensel@smcgov.org>  
**Subject:** DSA President Release Time (Coding RTE)

Good afternoon Deputy Tapia,

I hope this email finds you well.

I'm just relaying this message from HR, that as the DSA president you will need to code **RTE** in your ATKS timecard whenever you're engaged doing activities as describe in section "3.2 President Release Time" of your MOU (snipped below).

Please let me know if you had any association related activity going back from July 01, 2024 to present. We will need to submit a retro adjustment to get that corrected.

Thank you and please let me know if you have any question.

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### 3.2 President Release Time

The County agrees to provide the Association President with sixty (60) hours of release time each pay period. The Association agrees that the start of the term of office for a newly elected President will coincide with the start of a County pay period.

During this County paid release time, the Association President shall engage only in the following activities: (1) preparing for and participating in meet and confer or consultation with representatives of the County or Sheriff's Office on matters relating to employment conditions and employee relations, including wages, hours and other terms and conditions of employment; (2) investigating or processing grievances or appeals; (3) conducting Association business; (4) participation in Association Board and general membership meetings; (5) attendance at Association related training, conferences and workshops. All approved release time will be coded appropriately on the employee's timecard using pay code RTE.

While on release time, the President will utilize accrued leave in accordance with the terms of this agreement for any absences.

The Association President shall not participate in any other activity, including but not limited to political activity, during this County paid release time. Paid release time is not authorized to be used for political activity, any type of activity that is precluded by law or County policy as a conflict of interest, conducting membership drives, or soliciting membership from other County employees or applicants.

The Association President shall provide documentation to the Sheriff certifying that during each pay period, the Association President used the sixty (60) hours of County paid release time only for authorized purposes. The Association President shall provide this certification at the conclusion of each pay period. Use of the paid release time for unauthorized purposes may result in disciplinary action, up to and including termination of employment.

This agreement for sixty (60) hours of release time per pay period encompasses forty (40) hours per pay period of County-paid release time. In recognition of the Association's responsibility for payment for the remaining twenty (20) hours per pay period of release time for the Association President, effective upon Board of Supervisors' approval of the successor MOU in 2022, the February 12<sup>th</sup> (Lincoln's Birthday) holiday will be converted to a floating holiday, and the floating holiday will be reduced from eight (8) to six (6) paid hours.

The Sheriff shall fix the release time and work schedule hours of the Association President in accordance with Section 7 of the MOU. Release time shall be scheduled during regular business hours unless otherwise agreed to by the parties. Unused release time hours are not transferable. Unused release time hours resulting from approved time off or lack of Association business cannot be banked for later use, nor shall it be cashable at separation.

If Association representation expands, this agreement does not create precedence or provide guarantee of the addition of release time hours for the Association President or the Association Board.

### 3.3 Association Board Release Time

9

Respectfully,



**Van Enriquez,**  
**San Mateo County Sheriff's Office**  
Payroll Unit  
330 Bradford Street- 4<sup>th</sup> Floor  
Redwood City, CA 94063  
650-595-1742  
[www.smcsheriff.com](http://www.smcsheriff.com)  
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# Exhibit 40

Ex Parte423

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15:44

23in



Michael

Message

Do you have a minute to talk?

Can I call you around 12. I'm on  
message

For sure!

Thanks



Message

Are u clear?

Message

As a party to the PERB complaint can I  
get a copy of the complaint?

Message

A vote of no confidence on the Sheriff!  
Why?

Message



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# Exhibit 41

Ex Parte425

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12:50 30m



Christina



Fri, Jul 21 at 10:14

I am very disappointed at the email  
that was sent out by Cheever

Sat, Jul 24 at 10:22

Good morning Christina... Sorry for the  
late response. I was on vacation for  
the last few weeks. I will be back on  
Monday. Looks like we have things to  
talk about that happened while I was  
gone (Cheever email). Talk to you  
soon.

Fri, Jul 22 at 10:16

Christina, I wanted to congratulate  
you on your Board Position with BSOC.  
This is a huge achievement especially  
being appointed by the governor.  
Have a good weekend.

Thank you! Hopefully you and Hector  
can go to Sacramento with me

That would be an honor.

I would really like that!

Fri, Aug 22 at 11:54

I haven't received any calls from you.  
We can meet off site in San Bruno on  
Monday.




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# Exhibit 42

Ex Parte427

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 Outlook

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**Re: DSA President Release Time (Coding RTE)**

---

**From** Van Enriquez <venriquez@smcgov.org>  
**Date** Tue 8/27/2024 11:40 AM  
**To** Lisa Raiti <lraiti@smcgov.org>; Katy Roberts <kroberts@smcgov.org>

Thank you Lisa and Katy!

That was a great historical reference to it. Really love learning how these things came about.

Best regards,



**Var Enriquez,**  
**San Mateo County Sheriff's Office**  
Payroll Unit  
330 Bradford Street- 4<sup>th</sup> Floor  
Redwood City, CA 94063  
650-599-1742  
[www.smcsheriff.com](http://www.smcsheriff.com)  
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---

**From:** Lisa Raiti <lraiti@smcgov.org>  
**Sent:** Tuesday, August 27, 2024 10:37 AM  
**To:** Katy Roberts <kroberts@smcgov.org>  
**Cc:** Van Enriquez <venriquez@smcgov.org>  
**Subject:** RE: DSA President Release Time (Coding RTE)

Thank you Katy – glad to help.

**From:** Katy Roberts <kroberts@smcgov.org>  
**Sent:** Tuesday, August 27, 2024 10:22 AM  
**To:** Lisa Raiti <lraiti@smcgov.org>  
**Cc:** Van Enriquez <venriquez@smcgov.org>  
**Subject:** RE: DSA President Release Time (Coding RTE)

Perfect!  
Thank you for clarifying.  
I just want to make sure we are doing it right

**From:** Lisa Raiti <lraiti@smcgov.org>  
**Sent:** Tuesday, August 27, 2024 10:18 AM  
**To:** Katy Roberts <kroberts@smcgov.org>

Ex Parte428

CONFIDENTIAL

**Cc:** Van Enriquez <[venriquez@smcgov.org](mailto:venriquez@smcgov.org)>  
**Subject:** RE: DSA President Release Time (Coding RTE)

Hi Katy,

Earning code 010 is the official "release time with pay" code and how it shows in Workday. The Sheriff's Office historically was the only department allowed to use code 010 (created for D Wozniak to use). When this was opened up to more unions and departments "RTE" was created for everyone else to use because 010 was too close to 001 and there was an opinion that we would have more problems and confusion if that was the code used. "RTE" was created in ATKS but moves over to Workday as code 010.

I believe we gave instructions to all departments except Sheriff's to use RTE but Sheriff's is to continue to use 010. I believe Carlos should be coded 010 as SHF was not set up to use RTE.

I hope this helps.

Thanks,  
Lisa

---

**From:** Katy Roberts <[kr Roberts@smcgov.org](mailto:kr Roberts@smcgov.org)>  
**Sent:** Tuesday, August 27, 2024 8:56 AM  
**To:** Lisa Raiti <[lraiti@smcgov.org](mailto:lraiti@smcgov.org)>  
**Cc:** Van Enriquez <[venriquez@smcgov.org](mailto:venriquez@smcgov.org)>  
**Subject:** FW: DSA President Release Time (Coding RTE)

Hi Lisa,  
I thought that we switched over to RTE from 010 earning code.  
Is there a way that we can add RTE for Carlos Tapia?  
Thanks,  
Katy

---

**From:** Van Enriquez <[venriquez@smcgov.org](mailto:venriquez@smcgov.org)>  
**Sent:** Tuesday, August 27, 2024 7:53 AM  
**To:** Katy Roberts <[kr Roberts@smcgov.org](mailto:kr Roberts@smcgov.org)>  
**Subject:** Fw: DSA President Release Time (Coding RTE)

Hi Katy,

I need help with this.

Earning code (010) I suppose is fine per Luong's below email, I think Stacey was talking to someone in HR and she was told that employee's conducting union business need to use RTE as 010 is no longer use, but Carlos does not have that code available in his timecard. Is 010 still fine in this case and Luong's explanation?

Thanks,



Van Enriquez,  
San Mateo County Sheriff's Office  
Payroll Unit  
335 Bradford Street- 4<sup>th</sup> Floor  
Redwood City, CA 94063  
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"People First- Service Above Self"

---

**From:** Luong Tran <ltran@smcgov.org>  
**Sent:** Monday, August 26, 2024 1:21 PM  
**To:** Van Enriquez <venriquez@smcgov.org>; Tanya Stulken Duarte <tstulkenduarte@smcgov.org>  
**Cc:** Heather Enders <henderson@smcgov.org>; Katy Roberts <kroberts@smcgov.org>; Marie Biehler <mbiehler@smcgov.org>  
**Subject:** RE: DSA President Release Time (Coding RTE)

Hi Van.

I am confirming that the employee should use earn code 010 in the timesheet.

Earn code *010 Release Time with Pay* and earn code *RTE Release Time with Pay* are effectively the same as they are both exported out of ATKS as 010 and processed in Workday as 010.

Thanks,  
Luong Tran  
Controller's Office – Payroll Division

---

**From:** Van Enriquez <venriquez@smcgov.org>  
**Sent:** Monday, August 26, 2024 12:20 PM  
**To:** Tanya Stulken Duarte <tstulkenduarte@smcgov.org>; Luong Tran <ltran@smcgov.org>  
**Cc:** Heather Enders <henderson@smcgov.org>; Katy Roberts <kroberts@smcgov.org>; Marie Biehler <mbiehler@smcgov.org>  
**Subject:** Fw: DSA President Release Time (Coding RTE)

Hello Tanya/Luong,

The employee was trying to add this RTE code in his timecard but it is not available.

This is his current earning code available only 010 that relates to rte, can the RTE earning code be added asap please?

Thank you,

Ex Parte430

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TAPIA, CARLOS JOSE (000025998)

☐ EMP Submitted

Enter Elapsed Time

Click Save For Now button to save your current work so that you may continue to enter time for this

Earning Type	Sun 08/25	Mon 08/26	Tue 08/27
066	10.0		
001			
001			10.0
015			10.0

Find Time Code Description

Clear

001 Regular Hours Worked

001-TW Regular Hours Teleworked

006 Sheriff's 84/12 Plan

010 Release Time with Pay

013 Night Eve. Shift Differential

015 Special Duty Hours

024 Voluntary or Ad Hoc On-Call

027 Regular and Required On-Call

035 Employee Sick Leave Hours with Pay - Non

035-R Reserve Sick Hours

Approval

☐ All

Save for Now

Copy From Previous Week

By entering defined by a

Next Reset

TAPIA, CARLOS JOSE (000025998)

☐ EMP Submitted

Enter Elapsed Time

Click Save For Now button to save your current work so that you may continue to enter time for this

Earning Type	Sun 08/25	Mon 08/26	Tue 08/27
066	10.0		
001			
001			10.0
015			10.0

Find Time Code Description

Clear

637 Emergency FMLA Unpaid

638 Supplemental COVID-19 Emergency Sick Leave

641 Essential Worker COVID19 Leave

DEL Delete scheduled hours

REM Remove system generated holiday hours

Approval

☐ All

Save for Now

Submit for Approval

Return to Selection Screen

Copy From Previous Week

This is from another union rep.

Earning Type	Sun 08/25	Mon 08/26	Tue 08/27
001			
066		8.0	
001			10.0

Find Time Code Description

Clear

557 Educational Leave with Pay

635 Emergency Sick Leave

636 Emergency FMLA Paid

637 Emergency FMLA Unpaid

638 Supplemental COVID-19 Emergency Sick Leave

641 Essential Worker COVID19 Leave

DEL Delete scheduled hours

REM Remove system generated holiday hours

RTE Release Time with Pay

Approval

☒ All

Save for Now

Copy From Previous Week

Prev 5 Next Reset

Respectfully,

Ex Parte431

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**Van Enriquez,**  
**San Mateo County Sheriff's Office**  
Payroll Unit  
330 Bradford Street- 4<sup>th</sup> Floor  
Redwood City, CA 94063  
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---

**From:** Van Enriquez  
**Sent:** Friday, August 23, 2024 4:05 PM  
**To:** Carlos Tapia <[ctapia@smcgov.org](mailto:ctapia@smcgov.org)>  
**Cc:** Steve Woelkers <[swoelkers@smcgov.org](mailto:swoelkers@smcgov.org)>; Brandon Hensel <[BHensel@smcgov.org](mailto:BHensel@smcgov.org)>  
**Subject:** DSA President Release Time (Coding RTE)

Good afternoon Deputy Tapia,

I hope this email finds you well.

I'm just relaying this message from HR, that as the DSA president you will need to code **RTE** in your ATKS timecard whenever you're engaged doing activities as describe in section "3.2 President Release Time" of your MOU (snipped below).

Please let me know if you had any association related activity going back from July 01, 2024 to present. We will need to submit a retro adjustment to get that corrected.

Thank you and please let me know if you have any question.

Ex Parte432

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### 3.2 President Release Time

The County agrees to provide the Association President with sixty (60) hours of release time each pay period. The Association agrees that the start of the term of office for a newly elected President will coincide with the start of a County pay period.

During this County paid release time, the Association President shall engage only in the following activities: (1) preparing for and participating in meet and confer or consultation with representatives of the County or Sheriff's Office on matters relating to employment conditions and employee relations, including wages, hours and other terms and conditions of employment; (2) investigating or processing grievances or appeals; (3) conducting Association business; (4) participation in Association Board and general membership meetings; (5) attendance at Association related training, conferences and workshops. All approved release time will be coded appropriately on the employee's timecard using pay code RTE.

While on release time, the President will utilize accrued leave in accordance with the terms of this agreement for any absences.

The Association President shall not participate in any other activity, including but not limited to political activity, during this County paid release time. Paid release time is not authorized to be used for political activity, any type of activity that is precluded by law or County policy as a conflict of interest, conducting membership drives, or soliciting membership from other County employees or applicants.

The Association President shall provide documentation to the Sheriff certifying that during each pay period, the Association President used the sixty (60) hours of County paid release time only for authorized purposes. The Association President shall provide this certification at the conclusion of each pay period. Use of the paid release time for unauthorized purposes may result in disciplinary action, up to and including termination of employment.

This agreement for sixty (60) hours of release time per pay period encompasses forty (40) hours per pay period of County-paid release time. In recognition of the Association's responsibility for payment for the remaining twenty (20) hours per pay period of release time for the Association President, effective upon Board of Supervisors' approval of the successor MOU in 2022, the February 12<sup>th</sup> (Lincoln's Birthday) holiday will be converted to a floating holiday, and the floating holiday will be reduced from eight (8) to six (6) paid hours.

The Sheriff shall fix the release time and work schedule hours of the Association President in accordance with Section 7 of the MOU. Release time shall be scheduled during regular business hours unless otherwise agreed to by the parties. Unused release time hours are not transferable. Unused release time hours resulting from approved time off or lack of Association business cannot be banked for later use, nor shall it be cashable at separation.

If Association representation expands, this agreement does not create precedence or provide guarantee of the addition of release time hours for the Association President or the Association Board.

### 3.3 Association Board Release Time

9

Respectfully,



**Van Enriquez,**  
**San Mateo County Sheriff's Office**  
Payroll Unit  
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# Exhibit 43

Ex Parte435

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**SHERIFF**

**CHRISTINA CORPUS**

**SAN MATEO COUNTY SHERIFF'S OFFICE**

**DATE:** August 28, 2024  
**TO:** Captain Brian Philip  
**FROM:** Sergeant Joe Fava  
**SUBJECT:** Deputy Dominguez Incident

---

On July 30, 2024, I was contacted by Detective Sergeants Carr and Burnett regarding concerning behavior identified during a criminal investigation. They informed me that Detective West was investigating a hate crime that occurred in Half Moon Bay, involving a suspect named Kayler Gonzalez.

Detective Sergeants Carr and Burnett explained that Gonzalez, a 14-year-old validated Sureno gang member, is the suspect in the hate crime investigation led by Detective West. As part of the investigation, Detective West conducted a download of Gonzalez's cellphone. During the review of the downloaded content, Detective West discovered a concerning video.

According to Detective Sergeants Carr and Burnett, the video showed Gonzalez smoking an electronic cigarette while seated in Deputy Dominguez's patrol car. I inquired how they confirmed it was Deputy Dominguez's patrol car. Detective Sergeant Carr stated that the video clearly showed Deputy Dominguez in full uniform, and it was evident that they were in a patrol vehicle. Additionally, they informed me that Gonzalez had Deputy Dominguez's personal cellphone number saved in his phone. I was subsequently provided with a copy of the video for review.

Upon reviewing the video, I observed that it lasts only a few seconds but unmistakably shows Gonzalez seated in the passenger seat of a vehicle, with Deputy Dominguez driving. I was able to identify the vehicle as a Sheriff's Office patrol vehicle, as it contained a patrol rifle positioned between Gonzalez and Deputy Dominguez, the patrol car's computer keyboard was visible, and Deputy Dominguez was in full Sheriff's Office uniform. The video also showed Gonzalez holding an orange electronic cigarette to his mouth, panning to Deputy Dominguez, and exhaling smoke.

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For San Mateo County Sheriff's Office Internal Use Only

Ex Parte 436

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**\*\*Smoke can be seen more clearly in the video\*\***

I searched Gonzalez's name in RIMS and saw the following information:

- Gonzalez is 14 years old.
- Gonzalez was validated as a Coast Side Locos Sureno gang member on April 16, 2024.
- Gonzalez has an extensive criminal history which started in 2017. The criminal history includes 288(a) PC (lewd acts with a person under 14 years of age), 243.4(e)(1) PC (sexual battery), 243(e)(1) PC (domestic battery), 601 W&I (a) and (b) (incorrigible minor and truancy), 422.6(b) PC-(Vandalism to violate civil rights), 594(b)(1) PC (felony vandalism), 148(a)(1) PC (resisting arrest), 242 PC (battery), 422.7(b) (hate crime).
- I also saw the Gonzalez was mentioned in a gang related attempted murder, which he was present for.

Based on the information provided, I recommend initiating an internal affairs investigation into Deputy Dominguez's conduct.

---

Joe Fava, Sergeant  
Professional Standards Bureau



# Exhibit 44

Ex Parte439

CONFIDENTIAL



SHERIFF

CHRISTINA CORPUS

SAN MATEO COUNTY SHERIFF'S OFFICE

**DATE:** August 29, 2024  
**TO:** Lieutenant Ifan Zaidi  
**FROM:** Sergeant Joe Fava  
**SUBJECT:** Avendano Off-duty Incident

On August 17, 2024, I was contacted by Lieutenant Myers regarding an off-duty incident involving one of her correctional officers. Lieutenant Myers informed me that Correctional Officer Avendano was involved in an off-duty situation where he detained an individual who had spat on his daughter. Lieutenant Myers said the Redwood City Police Department (RCPD) was on scene. She also mentioned that Sergeant Koehler was en route to the scene and would provide further details.

Shortly thereafter, I spoke with Sergeant Koehler regarding the incident. He informed me that Correctional Officer Avendano's wife was in labor, and he was with her at the hospital. Meanwhile, their other two children, Eli (12 years old) and Aria (4 years old), were with their grandmother, who had taken them to Palm Park at 1425 Hudson St., Redwood City, CA.

While at the park, Aria became involved in a physical altercation with another child, Jeremiah (4 years old). Jeremiah's father, Ernesto Vargas, allegedly intervened and spat on Aria. Eli immediately contacted Correctional Officer Avendano to inform him of what had occurred. Correctional Officer Avendano then called the Redwood City Police Department and proceeded to the scene.

According to Sergeant Koehler, upon arrival, Eli identified Vargas to Correctional Officer Avendano. When Correctional Officer Avendano called out to Vargas, he began to walk away. As a result, Correctional Officer Avendano pursued Vargas, applied a control hold, and detained him on the ground until RCPD officers arrived. At some point during the incident, Correctional Officer Avendano identified himself as a correctional officer.

To my knowledge, no one else contacted Correctional Officer Avendano regarding this incident.

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For San Mateo County Sheriff's Office Internal Use Only

Ex Parte 140

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On August 20, 2024, I contacted RCPD and obtained the report and body-worn camera (BWC) footage related to the incident. I reviewed the report authored by RCPD Officer Stamps.

On August 17, 2024, at 1445 hours, Officer Stamps and his partners responded to Palm Park following a report of a disturbance. RCPD dispatch informed Officer Stamps that Correctional Officer Avendano, an off-duty Deputy Sheriff, was detaining the subject.

Upon arrival, Officer Stamps located Vargas lying face down, with Correctional Officer Avendano holding his left wrist. Officer Stamps asked if Avendano wanted Vargas detained, to which Avendano responded by saying, yes.

Correctional Officer Avendano explained to Officer Stamps that his wife was in labor at a nearby hospital. Eli contacted him, reporting that Vargas had called Aria a "pendeja" and spat on her. Avendano instructed Eli to call 911 and informed him that he was on his way to the scene. Upon arrival at the park, Eli pointed out Vargas, who was sitting on a nearby bench.

Correctional Officer Avendano approached Vargas and gestured for him to come over towards him. Vargas responded by walking away, which led Avendano to believe that Vargas was attempting to flee. Avendano then "quickly approached Vargas and took hold of him to prevent him from fleeing the scene."

Officer Stamps reported that Correctional Officer Avendano employed a "takedown technique to bring Vargas to the ground." Once on the ground, Vargas reportedly said, "I don't want to go to jail. I'm sorry I spit on her. They are going to take my son away." Despite Avendano's attempts to detain him, Vargas resisted and tried to get up.

Officer Stamps also interviewed a witness, Obed Raymundo, who stated that while he did not see Vargas spit on Aria, he did observe the altercation between Avendano and Vargas. Raymundo noted that Correctional Officer Avendano appeared angry and "took Vargas to the ground."

When interviewed by Officer Stamps, Vargas claimed that he was at the park with Jeremiah when Correctional Officer Avendano approached and "threw him on the ground." Vargas also alleged that Avendano dragged him towards the tanbark near the playground after he was on the ground. Vargas denied spitting on Aria, claiming that he had only told her to calm down. Vargas he would never spit on a child, as he would be upset if someone did that to his own child.

Vargas reported no injuries but mentioned a burning sensation on his face. Officer Stamps observed a 1/2" x 1/4" red mark above Vargas' left eyebrow, which appeared to be a result of the incident.

Ultimately, Officer Stamps released Vargas from the scene without an arrest or citation and referred the case to the District Attorney's Office for review under 242 PC.

I also reviewed the BWC footage from Officer Stamps. While much of the incident was detailed in his report, the following information, though possibly irrelevant to the criminal investigation, may have implications for any potential administrative inquiry:

Upon arrival, the footage showed Correctional Officer Avendano squatting over Vargas, who was on the ground, holding Vargas' left wrist. Vargas' young son was kneeling nearby, crying. After taking control of Vargas and placing him in handcuffs, Officer Stamps observed Avendano attempting to calm Vargas' son and inquired about his mother's name. The child identified his mother as Danisha Banks. Correctional Officer Avendano said he knew Banks from high school, asked Jeremiah where Banks worked, and Correctional Officer Avendano called Banks at work.

During their conversation, Officer Stamps referred to Correctional Officer Avendano as a deputy and asked where he worked. Avendano confirmed that he worked for the Sheriff's Office. When asked if he intended to place Vargas under citizen's arrest, Avendano provided his work ID and driver's license. When asked, Correctional Officer Avendano said he was acting as a private citizen, but did tell Vargas he worked in the jail.

Shortly afterward, Banks and her parents arrived on the scene. Banks loudly questioned why Vargas was the only one in handcuffs if Avendano had "thrown" him to the ground. She also remarked, "Of course, you're just going to believe the Sheriff's Deputy." Banks added, "Damn, off duty. That's what they can do to people?"

Officer Stamps' report omitted some details from Raymundo's statement. Raymundo mentioned, "He (Correctional Officer Avendano) came mad, you know? He took him down, forcefully." When asked how Avendano brought Vargas to the ground, Raymundo responded, "He brought him down with all his strength. Attacked him."

In addition to what is written in the report, Vargas also stated that he was walking towards his son to play with a ball at the park when Avendano approached and threw him to the ground. He claimed that Avendano did not say anything to him before taking him down.

While Officer Stamps was speaking with Vargas, I could see the small injury described by Officer Stamps.

I reviewed an unknown officer's BWC that was sent with Officer Stamps' BWC recording. The video shows a subject, referred to by the officers as "Mr. Glover" Glover makes several rude comments towards Correctional Officer Avendano and eventually said that Aria shouldn't have been playing with Jeremiah. At that point, Correctional Officer Avendano engages in a verbal argument with Glover in front of the RCPD officers.

### **Conclusion:**

Correctional Officer Avendano claimed to be acting as a private citizen, but there is some uncertainty as to whether and when he identified himself to Vargas as a Sheriff's Office employee. Although Banks seemingly knew that Avendano worked for the Sheriff's Office, it is unclear how she obtained this information. Correctional Officer Avendano took enforcement action by placing Vargas in a control hold, taking him to the ground, and detaining him until police arrived. Correctional Officer Avendano detained Vargas for a misdemeanor not committed in his presence. This action resulted in Vargas sustaining a minor injury. As a correctional officer, Avendano does not have police powers under 835 PC, which could potentially expose the Sheriff's Office to liability.

Throughout the investigation, Officer Stamps interviewed Raymundo, who described Avendano as being angry and "attacking" Vargas. Vargas claimed that Avendano did not say anything to him before taking him to the ground.

Based on the information obtained from the police report and the BWC footage, it is reasonable to believe that one or more Sheriff's Office policies may have been violated. Therefore, I believe an administrative investigation could be warranted.

There have been no formal complaint made about this incident at this time.

At the time of this memorandum, Correctional Officer Avendano has a pending 12-hour suspension for CUBO, neglect of duty, and unsatisfactory performance. Correctional Officer Avendano is also in backgrunds to promote to deputy sheriff.

---

Joe Fava, Sergeant  
Professional Standards Bureau

# Exhibit 45

Ex Parte444

CONFIDENTIAL



PERB Received  
08/30/24 17:46 FM

STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD

# UNFAIR PRACTICE CHARGE

DO NOT WRITE IN THIS SPACE: Case No:

Date Filed: 08/30/2024

**INSTRUCTIONS:** File the original and one copy of this charge form in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached to each copy. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at [www.perb.ca.gov](http://www.perb.ca.gov). If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE? YES ☐ If so, Case No. NO ☒

1. CHARGING PARTY: EMPLOYEE ☐ EMPLOYEE ORGANIZATION ☒ EMPLOYER ☐ PUBLIC<sup>1</sup> ☐

a. Full name: San Mateo County Deputy Sheriff's Association  
b. Mailing Address: c/o Mastagni Holstedt, A.P.C, 1912 I Street, Sacramento, CA 95811  
c. Telephone number: (916) 444-4692  
d. Name and title of agent to contact: Garrett E. Porter, Attorney for Charging Party E-mail Address: gporter@mastagni.com  
Telephone number: (916) 494-4217 Fax No.:  
e. Bargaining Unit(s) involved: Deputy Sheriffs' Association

CHARGE FILED AGAINST: (mark one only) EMPLOYEE ORGANIZATION ☐ EMPLOYER ☒

a. Full name: County of San Mateo  
b. Mailing Address: County Executive's Office, 500 County Center 5th Floor, Redwood City, CA 94063  
c. Telephone number: (650) 363 4123  
d. Name and title of agent to contact: Mike Callagy, County Executive Officer E-mail Address: mcallagy@smcgov.org  
Telephone number: (650) 363-4123 Fax No.:

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

a. Full name:  
b. Mailing address:

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

a. Full name:  
b. Mailing Address:  
c. Agent:

5. GRIEVANCE PROCEDURE

<sup>1</sup>An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 55959.5, Public Utilities Code section 99569, or PERB-61 (4/3/2020)

CONFIDENTIAL

SEE REVERSE SIDE

Ex Parte 445

Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes ☒ No ☐ Unknown ☐

PERB Received  
08/30/24 17:46 FM

#### 6. STATEMENT OF CHARGE

a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)

- ☐ Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)
- ☐ Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
- ☐ Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
- ☒ Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
- ☐ Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Pub. Utilities Code, § 99560 et seq.)
- ☐ One of the following Public Utilities Code Transit District Acts: San Francisco Bay Area Rapid Transit District Act (SFBART Act) (Pub. Util. Code, § 28848 et seq.), Orange County Transit District Act (OCTDA) (Pub. Util. Code, § 40000 et seq.), Sacramento Regional Transit District Act (Sac RTD Act) (Pub. Util. Code, § 102398 et seq.), Santa Clara VTA, (Pub. Util. Code, § 100300 et seq.), and Santa Cruz Metro (Pub. Util. Code, § 98160 et seq.)
- ☐ Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
- ☐ Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)

b. The specific Government or Public Utilities Code section(s) or PERB regulation section(s) alleged to have been violated is/are:  
Gov. Code sections 3502, 3502.1, 3503, 3505, 3506, 3506.5, 3507 and PERB Regulation 32603

c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are (**a copy of the applicable local rule(s) MUST be attached to the charge**):

d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. (*Use and attach additional sheets of paper if necessary.*)

Please see attached.

#### DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief. (A Declaration will be included in the e-mail you receive from PERB once you have completed this screen. The person filing this Unfair Practice Charge is required to return a properly filled out and signed original Declaration to PERB pursuant to PERB Regulations 32140 and 32135.)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
/s/  
(Signature)

\_\_\_\_\_  
08/30/2024  
Date

Ex Parte446

CONFIDENTIAL





PERB Received  
08/30/24 17:46 PM

STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD  
**UNFAIR PRACTICE CHARGE**

DO NOT WRITE IN THIS SPACE:

Case No:

Date Filed:

**INSTRUCTIONS:** File this charge form via the e-PERB Portal, with proof of service. Parties exempt from using the e-PERB Portal may file the original charge in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at [www.perb.ca.gov](http://www.perb.ca.gov). If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE?

YES

If so, Case No.

NO

1. CHARGING PARTY:

EMPLOYEE

EMPLOYEE ORGANIZATION

EMPLOYER

PUBLIC<sup>1</sup>

a. Full name:

b. Mailing address:

c. Telephone number:

d. Name and title of  
person filing charge:  
Telephone number:

E-mail Address:

e. Bargaining unit(s)  
involved:

2. CHARGE FILED AGAINST: (mark one only)

EMPLOYEE ORGANIZATION

EMPLOYER

a. Full name:

b. Mailing address:

c. Telephone number:

d. Name and title of  
agent to contact:  
Telephone number:

E-mail Address:

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

a. Full name:

b. Mailing address:

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

a. Full name:

b. Mailing address:

c. Agent:

<sup>1</sup> An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569.

5. GRIEVANCE PROCEDURE

PERB-61 received

08/30/24 17:46 P-V

Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes

No

Unknown

6. STATEMENT OF CHARGE

- a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)

Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)

Ralph C. Dills Act (Gov. Code, § 3512 et seq.)

Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)

Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)

One of the following Public Utilities Code Transit District Acts: San Francisco Bay Area Rapid Transit District Act (SFBART Act) (Pub. Util. Code, § 28848 et seq.), Orange County Transit District Act (OCTDA) (Pub. Util. Code, § 40000 et seq.), Sacramento Regional Transit District Act (Sac RTD Act) (Pub. Util. Code, § 102398 et seq.), Santa Clara VTA, (Pub. Util. Code, § 100300 et seq.), and Santa Cruz Metro (Pub. Util. Code, § 98160 et seq.)

The Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Supervisory Employees of the Los Angeles County Metropolitan Authority (Pub. Util. Code, § 99560 et seq.)

Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)

Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)

- b. The specific Government or Public Utilities Code section(s), or PERB regulation section(s) alleged to have been violated is/are: Unknown

- c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are **(a copy of the applicable local rule(s) MUST be attached to the charge):**

- d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. *(Use and attach additional sheets of paper if necessary.)* See attached

DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief and that this declaration was executed on \_\_\_\_\_

(Date)

at \_\_\_\_\_  
(City and State)

(Type or Print Name and Title, if any)

(Signature)

Mailing Address:

E-Mail Address:

Telephone Number:

Ex Parte 448

## PROOF OF SERVICE

I declare that I am a resident of or employed in the County of \_\_\_\_\_,  
State of \_\_\_\_\_. I am over the age of 18 years. The name and address of my  
Residence or business is: \_\_\_\_\_

On \_\_\_\_\_, I served the \_\_\_\_\_  
(Date) (Description of document(s))

\_\_\_\_\_ in Case No. \_\_\_\_\_  
(Description of document(s) continued) PERB Case No., if known)

on the parties listed below by (check the applicable method(s)):

placing a true copy thereof enclosed in a sealed envelope for collection and  
delivery by the United States Postal Service or private delivery service following  
ordinary business practices with postage or other costs prepaid;

personal delivery;

electronic service - I served a copy of the above-listed document(s) by  
transmitting via electronic mail (e-mail) or via e-PERB to the electronic service  
address(es) listed below on the date indicated. (May be used only if the party  
being served has filed and served a notice consenting to electronic service or has  
electronically filed a document with the Board. See PERB Regulation 32140(b).)

(Include here the name, address and/or e-mail address of the Respondent and/or any other parties served.)

I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct and that this declaration was executed on \_\_\_\_\_,  
(Date)

at \_\_\_\_\_  
(City) (State)

*Taylor Dorn*

(Type or print name)

(Signature)

(02/2021)

Ex Parte 449  
Proof of Service

CONFIDENTIAL

1 GARRETT R. PORTER, ESQ. (SBN 341880)  
2 **MASTAGNI HOLSTEDT**  
3 *A Professional Corporation*  
4 1912 "I" Street  
5 Sacramento, California 95811  
6 Telephone: (916) 446-4692  
7 Facsimile: (916) 447-4614

8 Attorney for Charging Party  
9 SAN MATEO COUNTY DEPUTY  
10 SHERIFF'S ASSOCIATION

11 **BEFORE THE PUBLIC EMPLOYMENT RELATIONS BOARD**  
12 **OF THE STATE OF CALIFORNIA**

13 SAN MATEO COUNTY DEPUTY ) PERB Case No.  
14 SHERIFF'S ASSOCIATION, )  
15 ) **UNFAIR LABOR PRACTICE CHARGE**  
16 Charging Party, )  
17 )  
18 vs. )  
19 )  
20 COUNTY OF SAN MATEO, )  
21 )  
22 Responent. )

---

23 **I. INTRODUCTION**

24 This unfair practice charge arises out of the County of San Mateo's ("County") violations  
25 of the Meyers-Milias-Brown Act ("MMBA"). First, the County refused to negotiate and walked  
26 away from the negotiation table regarding the mandatory overtime policies which violated its duty  
27 to meet and confer in good faith. Second, the County unilaterally changed the policy regarding  
28 minimum staffing without meeting and conferring with the San Mateo Deputy Sheriff's Association  
("DSA"). Third, the County violated its duty of strict neutrality, interfering with and coercing the  
DSA while retaliating against the DSA for engaging in protected activity. (Gov. Code, §§ 3502,  
3502.1, 3503, 3506, 3506.5 and PERB Regulation 32603.)

**II. PARTIES**

DSA is a recognized employee organization within the meaning of Government Code section 3501(b) and is a recognized exclusive representative under PERB Regulation 32016(b). DSA represents employees in the San Mateo Sheriff's Department ("Department"), employed by the County of San Mateo.

The County is a public agency within the meaning of Government Code section 3501(c) and PERB Regulation 32016(a). The County is subject to PERB's authority under Government Code section 3509(b).

**III. STATEMENT OF FACTS**

**A. County's Refusal to Negotiate Regarding the Expiring Mandatory Overtime Policy**

During July and into August 2024, the DSA and the County met and conferred multiple times to negotiate about the mandatory overtime policy, which was going to expire on August 7, 2024. (Decl. of Carlos Tapia ¶ 6; Decl. of Matthew Silano ¶ 6.) On July 17, 2024, Undersheriff Perea sent an email to DSA President Carlos Tapia that thanked DSA President Tapia for talking to the Undersheriff about a proposed new Special Order for Overtime. (Decl. of Stephen Leonesio ¶ 5; Exh. C.) On or about July 18, 2024, Undersheriff Perea had spoken to DSA President Tapia about changing the Department's Overtime Special Order. (Decl. of Stephen Leonesio ¶ 6.) On July 18, 2024, DSA President Tapia advised Undersheriff Perea, in an email, that he had contacted Katy Roberts with the San Mateo County Human Resources Department and requested a meet and confer over the Sheriff Department's proposed "Special Order for Overtime." (Decl. of Stephen Leonesio ¶ 7; Exh. C.) 8. On July 19, 2024, DSA Negotiator Stephen Leonesio ("Leonesio") received an email from San Mateo County Human Resources employee Katy Roberts indicating the Sheriff's Department was going to implement the proposed Special Order for Overtime on Tuesday, July 23, 2024. (Decl. of Stephen Leonesio ¶ 8; Exh. C.) On July 19, 2024, Leonesio sent San Mateo County Human Resources employee Katy Roberts and Undersheriff Perea an email advising that there should be no changes to the status quo until the meet and confer process, including impasse procedures, were completed. Leonesio also requested dates to start the meet and confer process. (Decl. of Stephen Leonesio ¶ 9; Exh. C.) 10. On July 22, 2024, Leonesio received an email from

1 San Mateo County Human Resources employee Katy Roberts which indicated the Sheriff's  
2 Department was going to extend the previously negotiated Special Order for Overtime until August  
3 7, 2024. (Decl. of Stephen Leonesio ¶ 10; Exh. C.) On July 29, 2024, DSA President Tapia,  
4 Leonesio, San Mateo County Human Resources employee Katy Roberts, Undersheriff Perea, Sheriff  
5 Corpus and members of the Sergeants Association met virtually to discuss the Sheriff Department's  
6 proposed Special Order OT Revisions. During this meeting the parties discuss the current negotiated  
7 minimum staffing levels. Sheriff Corpus indicated she did not negotiate the minimum staffing levels.  
8 Members from the Sergeants Association indicated the minimum staffing levels were negotiated  
9 with prior Sheriff's Department Management. Undersheriff Perea indicated the Department did not  
10 have minimum staffing levels. The County, Sheriff and Undersheriff were provided a copy of the  
11 minimum staffing levels document. (Decl. of Stephen Leonesio ¶ 11; Exh. D.) On July 29, 2024,  
12 Leonesio sent an email requesting information from the County/Sheriff's Department that is  
13 pertinent to the meet and confer process. County Human Resources employee Katy Roberts  
14 responded and indicated they will be working on getting the information to Leonesio. (Decl. of  
15 Stephen Leonesio ¶ 12; Exh. E.) On August 1, 2024, the parties met virtually to continue to discuss  
16 the proposed Special Order for Overtime. Undersheriff Perea indicated there were no minimum  
17 staffing levels for the Department. Sheriff Corpus stated the Department is hiring more employees  
18 and patrol should be fully staffed by the end of August, 2024. (Decl. of Stephen Leonesio ¶ 13; Decl.  
19 of Matthew Silano ¶ 7.) On August 3, 2024, Leonesio sent an Overtime Policy proposal to County  
20 Human Resources employee Katy Roberts, Undersheriff Perea and Sheriff Corpus. (Decl. of Stephen  
21 Leonesio ¶ 14; Exh. F.) On August 4, 2024, County Human Resources employee Katy Roberts sent  
22 Leonesio an email indicating the Sheriff's Department rejected our proposal. Leonesio responded  
23 clarifying the DSA was rejecting the Sheriff's Department's proposal and requested additional dates  
24 to continue the meet and confer process. (Decl. of Stephen Leonesio ¶ 15; Exh. E.) On August 5,  
25 2024, the County Undersheriff Dan Perea notified DSA President Tapia with the County's initial  
26 unchanged offer regarding the mandatory overtime policy. (Decl. of Carlos Tapia ¶ 7.) The DSA  
27 rejected the County's August 5, 2024, offer regarding the mandatory overtime policy and demanded  
28 that the County meet and confer before the mandatory policy expired. (Decl. of Carlos Tapia ¶ 8 and

9.) The County did not provide a response regarding the DSA's demand to meet and confer over the mandatory overtime policy and the policy expired on August 7, 2024. (Decl. of Stephen Leonesio ¶ 16; Decl. of Carlos Tapia ¶ 9 and 10; Decl. of Matthew Silano ¶ 8.) The County refused to negotiate in good faith and failed to exhaust impasse procedures regarding the mandatory overtime policy for sworn DSA members. (Decl. of Carlos Tapia ¶ 11; Decl. of Matthew Silano ¶ 9.) The County did not provide the DSA with advance notice or the opportunity to meet and confer about the change to the mandatory overtime policy. (Decl. of Stephen Leonesio ¶ 29 and 36.)

**B. County's August 9, 2024, Interference and Retaliation for Protected Union Activity**

On August 8, 2024, the DSA board sent out an email to all DSA members where the DSA board provided information to DSA members regarding the expired mandatory overtime policy, the negotiation history of the mandatory overtime policy, and the DSA board's position/goals regarding the mandatory overtime policy. (Decl. of Stephen Leonesio ¶ 17; Decl. of Carlos Tapia ¶ 12; Decl. of Matthew Silano ¶ 10; Exh. A.) On August 9, 2024, County Sheriff Christina Corpus ("Sheriff") sent an email to "All Sheriff's Personnel" which included over two-hundred County employees. (Decl. of Stephen Leonesio ¶ 18; Decl. of Carlos Tapia ¶ 13; Decl. of Matthew Silano ¶ 11; Exh. B.) The Sheriff states that the August 9, 2024, email was specifically sent to "address any misunderstandings regarding recent communications from the DSA leadership." (Decl. of Stephen Leonesio ¶ 19; Decl. of Carlos Tapia ¶ 14; Decl. of Matthew Silano ¶ 12; Exhibit B.) In the August 9, 2024, email, the Sheriff states that, regarding negotiating a new mandatory overtime policy, the County "made [itself] available, but the urgency was not reciprocated." (Decl. of Stephen Leonesio ¶ 20; Decl. of Carlos Tapia ¶ 15; Decl. of Matthew Silano ¶ 13; Exhibit B.) The Sheriff's email also states that "[t]his crisis is the result of years of neglect and inaction" and that the DSA board's claim to its members that "the overtime policy is flawed ... is a significant misrepresentation." (Decl. of Stephen Leonesio ¶ 21; Decl. of Carlos Tapia ¶ 16; Decl. of Matthew Silano ¶ 14; Exhibit B.) The Sheriff's August 9, 2024, email directly communicated to DSA members that the DSA board is misunderstood by the membership, not addressing the staffing issues with urgency, neglecting and failing to take action regarding staffing issues, and misrepresenting information to the membership.

(Decl. of Stephen Leonesio ¶ 22; Decl. of Carlos Tapia ¶ 17; Decl. of Matthew Silano ¶ 15; Exhibit B.)

**C. County's Unilateral Change to the Minimum Staffing Policy**

Over the weekend of August 10 and 11, 2024, the County unilaterally changed the minimum and maximum staffing levels at the Maguire Correctional Facility and Maple Street Correctional Center for sworn DSA members. (Decl. of Stephen Leonesio ¶ 23; Decl. of Carlos Tapia ¶ 18; Decl. of Matthew Silano ¶ 16.) On August 19, 2024, the COUNTY sent a memorandum to all Sheriff's Office Personnel confirming that sworn staff members are required to complete their jail overtime per pay period. (Decl. of Stephen Leonesio ¶ 24; Exh. J.) The policies regarding minimum staffing levels directly control the schedules of DSA members and are mandatory subjects of bargaining. Historically, policies regarding minimum staffing levels were negotiated between the DSA and the County. (Decl. of Stephen Leonesio ¶ 25; Decl. of Carlos Tapia ¶ 19; Decl. of Matthew Silano ¶ 17.) The County did not provide the DSA with advance notice or opportunity to meet and confer about the change to minimum/maximum staffing levels. (Decl. of Stephen Leonesio ¶ 26 and 34; Decl. of Carlos Tapia ¶ 20; Decl. of Matthew Silano ¶ 18.) Over the weekend of August 10 and 11, 2024, the County unilaterally changed the mandatory overtime policy for sworn DSA members. (Decl. of Stephen Leonesio ¶ 27.) The County did not provide the DSA with advance notice or the opportunity to meet and confer about the change to the mandatory overtime policy. (Decl. of Stephen Leonesio ¶ 28.) On August 12, 2024, Leonesio sent an email to County Human Resources employee Katy Roberts, Undersheriff Perea and Sheriff Corpus advising them that he had been informed that the Sheriff's Department had unilaterally changed the minimum staffing levels as well as the overtime process/procedures. Leonesio indicated in my email that the DSA had not agreed to these unilateral changes. Leonesio requested a response from the County and/or Department on whether these changes had, in fact, been implemented. Leonesio did not receive a response from either the County or Department. (Decl. of Stephen Leonesio ¶ 30; Exh. G.) On August 15, 2024, Leonesio sent a follow up email requesting a response to his August 12, 2024 email. Leonesio also requested a response for my information request that he had sent on July 29, 2024. Leonesio also requested additional information that is pertinent to the meet and confer process. (Decl. of Stephen Leonesio



¶ 31; Exh. H.) On August 15, 2024, County Human Resources employee Katy Roberts sent an updated proposal but did not respond to Leonesio's request about the unilateral changes nor the information requests. (Decl. of Stephen Leonesio ¶ 32; Exh. E.) On August 26, 2024, DSA President Tapia advised Leonesio that San Mateo County Sheriff Captain Fogarty sent an email to members of the Sergeants Association, again indicating the minimum staffing level at one of the jail facilities (MCF) is 35 DSA members. (Decl. of Stephen Leonesio ¶ 33.) On August 26, 2024, On August 26, 2024, DSA President Tapia advised Leonesio that the Management of the Sheriff's Department sent a memorandum to "All Sheriff's Office Personnel" indicating that DSA members are required to work jail overtime each pay period. (Decl. of Stephen Leonesio ¶ 35.) On August 28, 2024, Leonesio sent a follow-up email to County Human Resources employee Katy Roberts, Undersheriff Perea and Sheriff Corpus asking about the unilateral changes to staffing levels, the unilateral changes requiring employees to sign up for a minimum amount of overtime per pay period, as well as the status of my information requests. To date, Leonesio has not received any responses to these requests. (Decl. of Stephen Leonesio ¶ 37; Exh. I.) The County has frustrated the meet and confer process because it has not provided responses to information requests the DSA submitted. The DSA needs the information to better understand and prepare for the meet and confer process. (Decl. of Stephen Leonesio ¶ 38.)

**D. County's August 13, 2024, Interference and Retaliation for Protected Union Activity**

On August 13, 2024, the County held a regularly occurring meeting with several administrative personnel and DSA members to discuss emergency staffing policies for the San Mateo County Jail. (Decl. Joseph Fava ¶ 3.) At the August 13, 2024 meeting, there were approximately ten individuals in attendance, including Executive Director of Administration/Chief of Staff Victor Aenlle ("Aenlle"). (Decl. Joseph Fava ¶ 4.) Aenlle is a manager over the DSA members and is a representative of the County. (Decl. Joseph Fava ¶ 5.) During the meeting, when discussing the mandatory overtime policies and negotiations between the County and the DSA, Aenlle directly said to a DSA member in attendance: "... If you aren't happy with how the [DSA] board is handling the situation, you should encourage the membership to vote them out." (Decl.

1 Joseph Fava ¶ 6.) In making this comment, those attending the meeting understood Aenlle to be  
2 telling the DSA members to recall the current DSA board. (Decl. Joseph Fava ¶ 7.)

#### 3 4 **IV. ARGUMENT**

5 The County violated the Meyers-Milias-Brown Act ("MMBA") by failing to provide the  
6 DSA with advanced written notice or the opportunity to meet and confer over its decision to change  
7 the policy regarding minimum staffing levels, which effects the work schedules of DSA members.  
8 Additionally, the County violated the MMBA by refusing to meet and confer in good faith over the  
9 expiring mandatory overtime policy, which effects the work schedules of DSA members. Lastly, the  
10 County interfered with the DSA and its members' representational rights under the MMBA in two  
11 specific instances where the County violated its duty of strict neutrality by engaging in unlawful  
12 communications with DSA members, where the County undermined the DSA board and encouraged  
13 DSA members to recall the DSA board for engaging in protected union activity.

#### 14 **A. THE COUNTY COMMITTED AN UNFAIR LABOR PRACTICE BY** 15 **UNILATERALLY IMPLEMENTING CHANGES AFFECTING ISSUES WITHIN** 16 **THE SCOPE OF BARGAINING**

17 To prove a unilateral change in violation of the MMBA, the charging party must establish  
18 that: (1) the employer took action to change policy; (2) the change in policy concerns a matter within  
19 the scope of representation; (3) the action was taken without giving the exclusive representative  
20 notice or opportunity to bargain over the change; and (4) the employer took unilateral action to  
21 change policy that has a generalized effect and continuing impact on terms and conditions of  
22 employment. (*Fairfield-Suisun Unified School District* (2012) PERB Decision No. 2262, citing  
23 *Walnut Valley Unified School District* (1981) PERB Decision No.160; *Grant Joint Union High*  
24 *School District* (1982) PERB Decision No. 196.)

##### 25 ***1. The Change in Policy Concerns Matters Within the Scope of Representation***

26 Assignments of overtime and employee work schedules directly relate to hours of  
27 employment and are within the scope of representation. (*Salinas Valley Memorial HealthCare*  
28 *System* (2017) PERB Decision No. 2524-M, p. 21; *Oakland Unified School 18 District* (1983) PERB

1 Decision No. 367.) Here, the mandatory overtime and minimum staffing policies each dictate how  
2 a DSA member's schedule is and relate to hours of employment. Therefore, each of the policies are  
3 within the scope of representation.

4  
5 **2. *The County Did Not Provide the DSA Reasonable Advance Notice of the Changes in***  
6 ***Policy or Meet and Confer in Good Faith***

7 The County's failure to provide written notice to DSA prior to changing the minimum  
8 staffing policy violated the MMBA. MMBA section 3505 provides in relevant part:

9  
10 "Meet and confer in good faith" means that a public agency,  
11 or such representatives as it may designate, and representatives of  
12 recognized employee organizations, shall have the mutual obligation  
13 personally to meet and confer promptly upon request by either party  
14 and continue for a reasonable period of time in order to exchange  
15 freely information, opinions, and proposals, and to endeavor to reach  
16 agreement on matters within scope of representation prior to the  
17 adoption of the public agency of its final budget for the ensuing year.  
18 The process should include adequate time for the resolution of  
19 impasses where specific procedures for such resolution are contained  
20 in local rule, regulation, or ordinance, or when such procedures are  
21 utilized by mutual consent.

22 The duty to provide reasonable written notice and an opportunity to bargain is the same  
23 regardless of whether the parties are bargaining over a decision or the impacts and effects of a  
24 managerial action. (*San Mateo District Correctional Peace Officers' Association* (2013) PERB  
25 Decision No. 2321-M, p.21-23.) PERB has held that "when an exclusive representative first learns  
26 of a change after the employer's decision has been made, by definition, there has been inadequate  
27 notice." (*Modoc County Office of Education* (2019) PERB Decision No. 2684.)

28 Here, the County unilaterally implemented the change to the minimum staffing policy  
regarding DSA bargaining unit assignments. The County failed to provide the DSA with any  
advance notice of its intent to change the minimum staffing policy. The County's failure to notify  
DSA of the change violates the Meyers-Milias-Brown meet and confer notice requirement. (Gov.  
Code, § 3504.5.) As discussed above, the County's decision to adjust minimum staffing levels is

1 within the scope of representation. Therefore, as a recognized employee organization within the  
2 meaning of Government Code section 3501(c) and PERB Regulation 32016(a), the County had a  
3 duty to provide the DSA reasonable advance notice of any changes before implementation. (Gov.  
4 Code, § 3501(c) and 3504.5; PERB Regulation 32016(a).) The County did not provide reasonable  
5 advance notice to the DSA about the change in the minimum staffing levels. While, during a meet  
6 and confer in July 2024 about mandatory overtime, the County briefly mentioned the need to address  
7 the minimum staffing policy, the DSA only became aware of the actual change made to the minimum  
8 staffing policy after the County had already made the decision to change the policy. Further, the  
9 actual change the County made to the minimum staffing policy or when it would be implemented  
10 was never discussed or disclosed to the DSA until the change was already implemented. Thus, the  
11 County failed to provide the DSA advance written notice as required by Government Code section  
12 3504.5 and committed an unfair labor practice.

13 Moreover, the County did not declare impasse or allow sufficient time to exhaust impasse  
14 procedures before implementing the minimum staffing policy. Meeting and conferring on the  
15 implementation and effects of a decision must allow enough time to complete negotiations, including  
16 impasse procedures, before implementing. (*National Union of Healthcare Workers v. Salinas Valley*  
17 *Memorial Healthcare System* (2012) PERB Decision No. 2298-M.) Under the EERR, impasse  
18 requires an impasse meeting between the parties, a writing identifying the issues at impasse and a  
19 fact finding. The County did not exhaust impasse procedures or even declare impasse before  
20 implementing the changes. Therefore, the County failed to allow sufficient time for the parties to  
21 meet and confer in good faith and exhaust impasse procedures over the impacts and effects of its  
22 decision to change the minimum staffing policy.

23 Likewise, the County did not negotiate in good faith or exhaust impasse procedures  
24 regarding the mandatory overtime policy. As discussed above, while the County and the DSA had  
25 met several times to negotiate the mandatory overtime schedule, on August 1, 2024, the DSA and  
26 the County met and conferred to negotiate about the mandatory overtime policy, which ended with  
27 the County refusing to negotiate further and leaving without exhausting impasse procedures. (Decl.  
28 of Matthew Silano ¶ 7.) Several days after the County walked away from the negotiation table, the

1 County re-presented its initial unchanged offer regarding the mandatory overtime policy, which the  
2 DSA rejected and demanded that the County meet and confer before the mandatory policy expired.  
3 (Decl. of Carlos Tapia ¶ 7, 8 and 9.) However, the County did not provide a response regarding the  
4 DSA's demand to meet and confer over the mandatory overtime policy and the policy expired on  
5 August 7, 2024. (Decl. of Stephen Leonesio ¶ 15 and 16; Decl. of Carlos Tapia ¶ 9 and 10; Decl. of  
6 Matthew Silano ¶ 8; Exh. E.) Therefore, the County failed to meet and confer in good faith and  
7 exhaust impasse procedures over the impacts and effects of the change to the mandatory overtime  
8 policy.

9 Accordingly, the County's change to the minimum staffing policy and mandatory overtime  
10 policy is a mandatory subject of bargaining. The County's failure to provide written notice to and/or  
11 engage in the bargaining process with the DSA over the changes in minimum staffing and mandatory  
12 overtime policies accordingly constitute unfair labor practices in violation of the MMBA.

13 **B. THE COUNTY UNILATERALLY INTERFERED WITH REPRESENTATION**  
14 **RIGHTS GUARANTEED UNDER MMBA SECTIONS 3502 AND 3503.**

15 Under sections 3502 and 3503, the County has a duty to not interfere with the DSA's right  
16 to represent its members and not to interfere with the members' right to be represented by the DSA.  
17 (Gov. Code, §§ 3502-3503.)

18 Section 3502 provides in relevant part:

19 Except as otherwise provided by the Legislature, public employees  
20 shall have the right to form, join, and participate in the activities of  
21 employee organizations of their own choosing for the purpose of  
representation on all matters of employer-employee relations.

22 Section 3503 provides in relevant part:

23 Recognized employee organizations shall have the right to represent  
24 their members in their employment relations with public agencies.

25 The DSA has a right to the County's performance of its duty under Government Code  
26 sections 3502 and 3503. (*Id.*) The County's unilateral action circumvents the DSA's right to  
27 represent its members in matters within the scope of representation. Likewise, the County violates  
28 the members' rights to be represented. The County's unilateral action runs counter to the purposes

1 of the MMBA to promote full communication and improve employer-employee relations. (*People*  
2 *ex rel. Seal Beach Police Officers Association v. City of Seal Beach* (1984) 36 Cal.3d 591, 596.)  
3 Thus, the County violated sections 3502 and 3503.

4 **C. THE COUNTY VIOLATED ITS DUTY OF STRICT NEUTRALITY AND**  
5 **ENGAGED IN UNLAWFUL INTERFERENCE WITH DSA MEMBERS AND**  
6 **THEIR REPRESENTATIVES.**

7 An employer and its agents are prohibited from interfering with, intimidating, restraining,  
8 coercing, or discrimination against DSA members and representatives because of their exercise of  
9 rights under the MMBA. (Gov. Code, § 356.5(a)(b).) Further, an employer and its agents cannot  
10 dominate or interfere with the formation *or administration* of any employee organization. (Gov.  
11 Code, § 3506.5(d).)

12 The Sheriff's August 9, 2024, department-wide email (Exhibit B) that was in response to  
13 the DSA's August 8, 2024 email to all members, undermines the DSA's leadership and trust with its  
14 members by alleging that the DSA leadership is: misunderstood by the membership, not addressing  
15 the staffing issues with urgency, neglecting and failing to take action regarding staffing issues, and  
16 misrepresenting information to the membership. (Decl. of Stephen Leonesio ¶ 22; Decl. of Carlos  
17 Tapia ¶ 17; Decl. of Matthew Silano ¶ 15; Exhibit B.) The Sheriff's email has the clear goal and  
18 impact of creating distrust between the DSA members and the DSA board. This is evidence that the  
19 Sheriff's conduct is interfering with the DSA concerted activities.

20 Additionally, at the County meeting on August 13, 2024, Aenlle attempted to coerce the  
21 DSA members in attendance to recall the DSA board. (Decl. Joseph Fava ¶ 6.) Aenlle is a high-level  
22 manager who has authority over the DSA members who attended the meeting. Aenlle's comment  
23 was to a DSA member and was directly in response to how the DSA leadership was engaging the  
24 protected activity of negotiating regarding the mandatory overtime policy. Aenlle's comment has the  
25 clear goal and impact of creating pressure from the employer upon the DSA membership to work  
26 against the DSA leadership who were only the duly elected/re-elected in July 2024. This is evidence  
27 that Aenlle's comment is interfering with the DSA concerted activities.

28 ///

**D. THE COUNTY RETALIATED AGAINST THE DSA BASED ON PROTECTED ACTIVITY.**

Both the Sheriff's and Aenlle's communications are retaliatory. A prima facie case of retaliation is proven where (1) the employee/union engaged in protected activity; (2) the persons who made the decision that resulted in harm were aware of the protected activity; and (3) there is a nexus between the employer's conduct and the exercise of a protected right, resulting in potential harm to that right. (*Novato Unified School District* (1982) PERB Decision No. 210.)

Relating to Aenlle's communication, the DSA leadership is engaging in protected activity by negotiating as the exclusive bargaining representative for the membership. As an agent of the County, Aenlle's communication regarding a protected DSA activity of negotiating on behalf of the membership harms the DSA by undermining the negotiation process. Further, Aenlle's attempt to coerce the DSA members into recalling the DSA board so that new DSA leadership which might be more favorable for the County to negotiate with, might be elected is a brazen and horrific violation of the MMBA where the County is clearly retaliating against and attempting to control the DSA.

**V. CONCLUSION**

Based on the foregoing, the DSA has established the County committed unfair labor practices by unilaterally changing the minimum staffing policy and refusing to negotiate the expiring mandatory overtime policy which violated the DSA and members' representational rights. Further, the DSA has established the County interfered with protected rights of the DSA members and representatives through coercion and undermining. The DSA has also established the County retaliated against the DSA and its elected officials on the basis of protected activity.

**VI. REMEDY REQUESTED**

For the foregoing reasons, DSA respectfully requests PERB:


- 1) Issue a Complaint against the County for refusing to meet and confer in good faith over the decision and impacts and effects of the decision to increase minimum staffing for the DSA member assignments in violation of Government Code section 3505 and PERB Regulation 32603(c);

///

- 2) Issue a Complaint against the County for refusing to meet and confer in good faith over the decision and impacts and effects of the decision regarding mandatory overtime for the DSA member assignments in violation of Government Code section 3505 and PERB Regulation 32603(c);
- 3) Issue a Complaint against the County for failing to exhaust impasse procedures in violation of Government Code section 3507;
- 4) Issue a Complaint against the County for interfering with the rights of bargaining unit employees to be represented by the DSA in violation of Government Code sections 3502, 3503, 3506 and 3506.5(a);
- 5) Issue a Complaint against the County for unlawfully interfering with the DSA members' rights under Government Code sections 3502, 3506.5(a), and PERB Regulations 32603(a).
- 6) Issue a Complaint against the County for unlawfully interfering with the DSA members' rights under Government Code sections 3503, 3506.5(b) and (d), and PERB Regulation 32603(b) and (d).
- 7) Issue a Complaint against the County for retaliating against the DSA under Government Code sections 3502.1, 3506, 3506.5(a), and PERB Regulation 32603(a).
- 8) Order the County to cease and desist from engaging in said unlawful conduct in violation of the MMBA;
- 9) Issue a notice posting reflecting the unlawful conduct committed by the County;
- 10) Grant attorney fees at the appropriate lodestar rate; and
- 11) Issue any other remedies that would effectuate the purposes of the MMBA.

Respectfully Submitted:

MASTAGNI HOLSTEDT, A.P.C.

  
GARRETT R. PORTER, ESQ.  
Attorney for Charging Party

DATED: August 30, 2024



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# EXHIBIT A

Ex Parte 463

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Date: 8/8/2024  
Subject: Mandatory Overtime  
From: Eliot I Storch



<

#### DSA Members

On 08/07/2024, the mandatory overtime policy expired. This means that, starting today, all previous rules regarding mandatory OT are no longer in effect. You must follow all other policies that relate to overtime. We want to inform you how this happened, and what the DSA is doing about it.

#### **How this happened:**

The original policy expired on 07/06/2024. Unbeknownst to the DSA Board, Admin had created a brand new policy that they presented to the DSA. This policy was highly flawed and had several changes that would have negatively affected DSA members. Among those flaws was raising the mandatory number of hours in the jail from 12 hours to 18 hours and removing exemptions for court and training. Naturally, the DSA Board did not agree to these changes. The existing policy was extended and discussions between the DSA and Admin were held. No agreement was reached during those discussions.

A "meet and confer" was held. Meet and confer refers to the legal requirement that a public agency and unions have to meet and openly discuss matters within the scope of representation (for example, working conditions and mandatory overtime). During this process, the DSA gave a counter-offer. The DSA agreed to raise the amount of jail OT from 12 hours to 18 hours, however the DSA also said the total amount of OT should be lowered to 18 hours from 24 hours due to safety concerns of members working too much. Admin has rejected those changes. We have requested to continue to meet over the proposed policy but do not have any additional meetings scheduled yet.

Ex Parte 464 Help

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**What the DSA is doing:**

The DSA is working with the OSS, and asking that they still respect seniority and the number of hours worked, as well as using the minimum and maximum numbers when considering when to mandatory people in.

**What you can do:**

Per Lexipol policy 1021.3.1, supervisors can order personnel to work OT "when they believe conditions exist that require such measures." However, personnel can be excused by the ordering supervisor for good cause. DO NOT disobey orders (a concerted refusal to work OT could be a violation of the "no strike" provision of our MOU). However, we DO encourage people to be open with their sergeants about conflicts if they are ordered to work. Tell them about childcare issues, pre-planned and pre-paid events, and so on. If you are ordered in and you notify the sergeant of a conflict, and are still told to work, you must obey the direct order and work. If this does occur, please contact a DSA Board member ASAP.

We all know we are short-handed and there are many vacant positions throughout the Office. We need to continue to look out for each other and help where we can. We can only get through this if we continue to work as a team. Let's continue to sign up for OT when and where we can. No one wants to be mandated to work.

We also want to emphasize taking care of yourself. It can be a challenge when there's so much overtime, but it's essential. Please take a look at the link below for programs the County offers, and try and find something that can be beneficial for you. Also note that, per County HR, wellness programs are to be conducted on County time with supervisor approval. If we have to be here a lot, we should spend some of that time taking care of ourselves!

<https://www.smcgov.org/hr/about-employee-wellness-work-life-services-program>

Lastly, please know that we are working hard to try and fix this. As always, don't hesitate to contact us if there are questions or concerns.

Thank you,

The DSA Board

San Mateo County Deputy Sheriff's Association  
2421 Broadway Street  
Redwood City CA 94063  
650-261-1081



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# EXHIBIT B

Ex Parte466

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**SHERIFF**

**CHRISTINA CORPUS**

**SAN MATEO COUNTY SHERIFF'S OFFICE**

**DATE:** August 9, 2024  
**TO:** All Sheriff's Personnel  
**FROM:** Christina Corpus, Sheriff  
**SUBJECT:** A Message from the Sheriff

---

I am writing to address any misunderstandings regarding recent communications from the DSA leadership. As your Sheriff, my top priority is your safety and well-being. I bring a unique perspective to this role, being the first Sheriff in several administrations to have risen through the ranks, starting in corrections. I understand the challenges with corrections, the demands, and the needs of this job because I've lived them.

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. Addressing the staffing crisis has been a central focus since I took office. This crisis is the result of years of neglect and inaction, but we have made significant strides. Over the past year and a half, we have recruited 110 new employees who will significantly contribute to the staffing crisis—a feat unprecedented in the history of our office.

Let me be clear: I am your Sheriff. You are, first and foremost, an employee of the Sheriff's Office, and I am fully committed to your safety and well-being. I take this responsibility seriously, and my actions reflect that. From new wellness programs and family days to providing access to therapists, I have consistently prioritized your well-being.

However, we cannot continue to operate corrections at unsafe staffing levels. We must remember that our core function as a sheriff's office is corrections. An internal audit by the payroll department revealed that 106 employees are either not contributing to the minimum overtime requirements or are working substantial overtime without supporting the essential needs of corrections. This is unacceptable.

We must all contribute. It is unfair for a few to shoulder the burden while others choose their overtime based on preference rather than need. This is not who we are, and it sends the wrong message.

*CONFIDENTIAL*

For San Mateo County Sheriff's Office Internal Use Only

Ex Parte 467

**CONFIDENTIAL**

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There have been 17 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.

Additionally, we removed the loopholes that allowed individuals to disregard the safety needs associated with corrections. Members of the DSA leadership acknowledged and confirmed this flaw of the previous policy, stating that the policy had "no teeth." The conditions in corrections are serious and require our full support. Recently, an employee was rushed to the hospital due to exposure to a dangerous drug, and we have seen an increase in confrontations with the incarcerated population.

The root cause of these incidents is inadequate staffing. The composition of our correctional facilities has evolved. We now house state prisoners, a significant number of individuals suffering from mental illness, and those battling drug and alcohol addiction. Simply meeting minimum standards is not sufficient. We must implement safe staffing levels that allow our employees to take proper breaks and receive the relief they desperately need. I know firsthand what it's like to work a POD without anyone to relieve you. That's why I am advocating so strongly for your safety and well-being.

To those who have been doing their part, thank you. I also extend my gratitude to your families, and I know your colleagues are thankful as well. This is about working together, not against one another.

The Overtime Policy was a temporary measure, lasting only three months (with an option for review after 60 days), and it included just six additional hours for corrections to address our most pressing needs. It did not increase the longstanding 24-hour requirement. This isn't about words—it's about actions. If we all agree that safety is our primary goal, then there should be no argument against dedicating additional hours where they are most needed to ensure the safety of our employees.

In closing, I pledge that I will not allow politics or other interests to compromise your safety. As I've said before, every decision I make is guided by how it will affect you—the most valuable asset of this office. Many involved in these discussions lack experience in corrections or have not served in this office for years. We currently have over sixty employees in training, representing much-needed relief in the near future. Soon, the staffing crisis will be a thing of the past, thanks to your dedication and commitment.

Thank you for your continued support and service. Your contributions do not go unnoticed.

Sheriff Corpus

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# EXHIBIT C

Ex Parte 469

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**From:** Stephen D. Leonesio  
**To:** Katy Roberts; Carlos Tapia; Daniel Perea; Hector Acosta; Jeffrey Carr; Matthew Silano  
**Cc:** Sean D. Currin  
**Subject:** RE: Special Order OT Revision  
**Date:** Tuesday, July 23, 2024 12:56:00 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)

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Hi Katy,

We are available virtually on the following dates and times; after 3pm on the 29<sup>th</sup>, after 1pm on the 30<sup>th</sup>, after 1pm on August 7<sup>th</sup>. Please let me know if meeting virtually on any of these dates works for you and your team. As far as what we want to meet and confer over, I received the proposed policy from Carlos yesterday and noticed the policy is definitely different from the current policy, as there is one less page. However, the proposed policy that I received does not show the redlined changes, so I will find time in the next couple of days to identify what the changes are. Once I do that, I will let you know of any issues and/or questions that we have with the proposed policy.

Thank you,

**Stephen D. Leonesio | Managing Labor Relations Consultant**

 **MASTAGNI HOLSTEDT, A.P.C.**

**Labor and Employment Department**

**1912 I Street, Sacramento, CA 95811**

*Cell: (916) 790-7646*

[www.mastagni.com](http://www.mastagni.com)

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**From:** Katy Roberts <kroberts@smcgov.org>

**Sent:** Monday, July 22, 2024 11:54 AM

**To:** Stephen D. Leonesio <sleonesio@mastagni.com>; Carlos Tapia <ctapia@smcgov.org>; Daniel Perea <dperea@smcgov.org>; Hector Acosta <HAcosta@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Matthew Silano <msilano@smcgov.org>

**Cc:** Sean D. Currin <scurrin@mastagni.com>

**Subject:** RE: Special Order OT Revision

CAUTION: External Email.

Good Morning,

The Sheriff's Office is going to extend the current special order regarding overtime until August 7, 2024 in order to provide time for us to schedule a meeting.

We remain available tomorrow July 23, 2024 to meet, however we are unavailable Wed July 24 and Thurs July 25.

**Ex Parte 470**

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08/30/24 17:46 PM

Can you please provide your availability for either tomorrow or other dates (except 7/24 and 7/25)?

In addition, can you please identify what you believe to be the bargainable issue(s) in this new special order? The number of required OT hours has not changed, and where OT is offered and needed is at the discretion of the Sheriff's Office based on their evaluation of staffing shortages/business need.

Thank you,  
Katy

---

**From:** Stephen D. Leonese <[sleonesio@mastagni.com](mailto:sleonesio@mastagni.com)>

**Sent:** Friday, July 19, 2024 3:48 PM

**To:** Katy Roberts <[kroberts@smcgov.org](mailto:kroberts@smcgov.org)>; Carlos Tapia <[ctapia@smcgov.org](mailto:ctapia@smcgov.org)>; Daniel Perea <[dperea@smcgov.org](mailto:dperea@smcgov.org)>; Hector Acosta <[HAcosta@smcgov.org](mailto:HAcosta@smcgov.org)>; Jeffrey Carr <[jcarr@smcgov.org](mailto:jcarr@smcgov.org)>; Matthew Silano <[msilano@smcgov.org](mailto:msilano@smcgov.org)>

**Cc:** Sean D. Currin <[scurrin@mastagni.com](mailto:scurrin@mastagni.com)>

**Subject:** RE: Special Order OT Revision

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Hi Katy,

As you know, the law is very clear and this proposed change may not occur until either an agreement between the parties has been reached or all impasse procedures, as outlined in the MMBA, have been exhausted. In addition, the case law is also clear what an emergency is and when an employer can bypass their obligation to meet and confer prior to implementing a change in scheduling, and this is not one of those circumstances. The Department has known about their staffing shortages for years. In fact, the DSA and Department met and conferred for the Special Order that you indicate is going to expire, showing how long the Department has known about their staffing issues. It is unfortunate that the Department waited until the last minute to revisit this issue, however, because of the Department's failure to act during the temporary Special Order does not make this issue an emergency as described under the law. Therefore, the DSA is putting the Department and County on notice that there shall be no changes to current staffing and/or scheduling until there is either an agreement between the parties or until all impasse procedures are met, after the mandated meet and confer process.

I am not available on Monday, since this, again, was a last minute request. However, if you and your team send me some other dates and times that you are available, I will let you know what works for my team.

Feel free to reach out to me should you have any questions or if you would like to discuss this issue further.

Ex Parte471

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08/30/24 17:46 PM

Thank you

**Stephen D. Leonesio | Managing Labor Relations Consultant**

 **MASTAGNI HOLSTEDT, A.P.C.**

**Labor and Employment Department**

**1912 I Street, Sacramento, CA 95811**

*Cell: (916) 790-7646*

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**From:** Katy Roberts <[kroberts@smcgov.org](mailto:kroberts@smcgov.org)>

**Sent:** Friday, July 19, 2024 3:34 PM

**To:** Carlos Tapia <[ctapia@smcgov.org](mailto:ctapia@smcgov.org)>; Daniel Perea <[dperea@smcgov.org](mailto:dperea@smcgov.org)>; Hector Acosta <[HAcosta@smcgov.org](mailto:HAcosta@smcgov.org)>; Jeffrey Carr <[jcarr@smcgov.org](mailto:jcarr@smcgov.org)>; Matthew Silano <[msilano@smcgov.org](mailto:msilano@smcgov.org)>

**Cc:** Stephen D. Leonesio <[sleonesio@mastagni.com](mailto:sleonesio@mastagni.com)>

**Subject:** RE: Special Order OT Revision

CAUTION: External Email.

Hi there,

The Special Order that was previously extended for 2 weeks now expires on Monday July 22, 2024 at midnight. I have discussed the staffing situation with the Sheriff's Executive Team, and the staffing in Corrections is at a critical level which necessitates implementing the new special order with the new parameters focused on Corrections.

To this end, we are requesting to schedule this meeting for Monday morning, at any time that works for DSA and OSS to further discuss the concerns and attempt to resolve them. We can schedule the meeting in person or via Teams, depending on availability.

The new Special Order is scheduled to begin on Tuesday July 23, 2024. If we are unable to meet prior to the expiration of the current Special Order, the Sheriff's Office remains willing to meet and confer over the concerns and evaluate the new Special Order, but will move forward with the new Special Order while we continue to discuss, in order to maintain safe staffing levels.

Please let me know if you are available for a meeting on Monday and the times that will work best for your teams.

Thank you,

Katy

Ex Parte472

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PERB Received  
08/30/24 17:46 P-4

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**From:** Carlos Tapia <[ctapia@smcgov.org](mailto:ctapia@smcgov.org)>  
**Sent:** Thursday, July 18, 2024 12:09 PM  
**To:** Daniel Perea <[dperea@smcgov.org](mailto:dperea@smcgov.org)>; Hector Acosta <[HAcosta@smcgov.org](mailto:HAcosta@smcgov.org)>; Jeffrey Carr <[jcarr@smcgov.org](mailto:jcarr@smcgov.org)>; Ma Chaw Silano <[msilano@smcgov.org](mailto:msilano@smcgov.org)>  
**Cc:** Katy Roberts <[krobert@smcgov.org](mailto:krobert@smcgov.org)>  
**Subject:** Re: Special Order OT Revision

Hello Sir,

Again thank you for listening and having a discussion with the DSA & OSS on the Special Order OT Revision. I have contacted HR (Katy Roberts) and I have requested a meet & confer to have further discussions on this matter.

Thank you,

Deputy Carlos J. Tapia #1075  
San Mateo County Sheriff's Office  
Transportation/ Court Security  
[ctapia@smcgov.org](mailto:ctapia@smcgov.org)  
650-784-1931

---

**From:** Daniel Perea <[dperea@smcgov.org](mailto:dperea@smcgov.org)>  
**Sent:** Wednesday, July 17, 2024 3:08 PM  
**To:** Carlos Tapia <[ctapia@smcgov.org](mailto:ctapia@smcgov.org)>; Hector Acosta <[HAcosta@smcgov.org](mailto:HAcosta@smcgov.org)>; Jeffrey Carr <[jcarr@smcgov.org](mailto:jcarr@smcgov.org)>; Ma Chaw Silano <[msilano@smcgov.org](mailto:msilano@smcgov.org)>  
**Subject:** Special Order OT Revision

Good afternoon,

Thank you for the opportunity to sit down for lunch with all of you on Monday. I am writing to follow up on our discussion regarding the Special Order for the Overtime Policy. I heard your concerns and questions regarding this necessary revision to the existing Special Order

In response to the issues raised:

1. This revised Special Order is issued to address a current staffing hour availability shortage and will be in effect for 90 days. Although I understand "double overtime" would be well received, it is neither available nor viable. This is not an opportunity to negotiate for additional financial incentives.

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2. The 24 hours of overtime are delineated in the order as 18 hours in corrections and 6 hours in patrol. Members may work all 24 hours in corrections if they wish. Only these hours meet the special order requirements.
3. "Bumping" by Sgts of Deputy Sheriffs from specific or preferred assignments is possible. However, this is an opportunity for all Sgts to lead by exemplifying "People First. Service Above Self." Their leadership actions will inspire participation and contribution by our entire team.

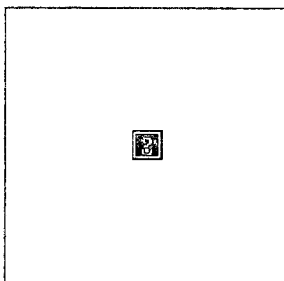
This revised Special Order will be in effect for only 90 days. I will monitor the efficacy of our personnel's response and evolving staffing resources. The successful completion of training by 60 of our newest personnel should offer a positive contribution to addressing our staffing need over the next few months.

Thank you.

**Dan Perea**

Undersheriff

**San Mateo County Sheriff's Office**



330 Bradford Street, 5<sup>th</sup> Floor

Redwood City, CA 94063

650.363-4025 desk

650.649.8610 cell

<http://www.smcsheriff.com>

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**Ex Parte 474**

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PERB Received  
08/30/24 17:46 PM

# EXHIBIT D

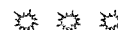
Ex Parte475

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PERB Received  
08/30/24 17:46 FM

Carlos Tapia  
SMCDSA President  
tapia@mydsa.com  
www.mydsa.com  
2421 Broadway Street  
Redwood City, CA 94063  
650.888.0480



## **Minimum Staffing and Maximum Staffing Levels for San Mateo County Sheriff's Office Correctional Facilities.**

### **MAGUIRE CORRECTIONAL FACILITY**

MCF Minimum Staffing of 26 Sworn Staff on Dayshift  
MCF Maximum Staffing of 28 Sworn Staff on Dayshift (Sun-Thurs)  
MCF Maximum Staffing of 32 Sworn Staff on Dayshift (Fri-Sat)

MCF Minimum Staffing of 25 Sworn Staff on **Nightshift**  
MCF Maximum Staffing of 27 Sworn Staff on **Nightshift** (Sun-Thurs)  
MCF Maximum Staffing of 30 Sworn Staff on Nightshift (Fri-Sat)

### **MAPLE STREET CORRECTIONAL CENTER**

MSCC Minimum Staffing of 21 Sworn Staff on Dayshift  
MSCC Maximum Staffing of 23 Sworn Staff on Dayshift

MSCC Minimum Staffing of 16 Sworn Staff on **Nightshift**  
MSCC Maximum Staffing of 20 Sworn Staff on **Nightshift**

After speaking to many veteran sworn staff members and collecting line-level Supervisory input, these were the minimum/maximum numbers recommended to allow each facility and shift to properly staff all current functions adequately and allow for proper relief of staff members. It is recommended that the DSA move forward in presenting this to the current SMCSO administration for review and approval. The minimum number may change based on inmate population.

Ex Parte 476

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PERB Received  
08/30/24 17:46 PM

# EXHIBIT E

Ex Parte 477

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PERB Received  
08/30/24 17:46 PM

**From:** Stephen D. Leonesio  
**To:** Katy Roberts; Carlos Tapia; Hector Acosta; Jeffrey Carr; Matthew Silano; Daniel Perea  
**Cc:** Christina Corpus  
**Subject:** RE: SO/DSA/OSS Meeting re: Special Order  
**Date:** Monday, August 19, 2024 12:01:00 PM  
**Attachments:** image001.png  
image002.png

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Hi Katy,

Could you please let me know why the Department is still requiring overtime signups for patrol in their proposed overtime policy? During our meeting on July 29<sup>th</sup>, the Sheriff indicated that patrol would be fully staffed in August. We all understand that even with a fully staffed patrol, there will be some vacancies due to vacations, sick leave and injuries, but we don't understand how this would justify making every employee sign up for an additional 6 hours of overtime each pay period.

Thank you,

**Stephen D. Leonesio | Managing Labor Relations Consultant**

MASTAGNI HOLSTEDT, A.P.C.

Labor and Employment Department

1912 I Street, Sacramento, CA 95811

Cell: (916) 790-7646

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**From:** Katy Roberts <kroberts@smcgov.org>

**Sent:** Friday, August 16, 2024 4:16 PM

**To:** Stephen D. Leonesio <sleonesio@mastagni.com>; Carlos Tapia <ctapia@smcgov.org>; Hector Acosta <HAcosta@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Matthew Silano <msilano@smcgov.org>; Daniel Perea <dperea@smcgov.org>

**Cc:** Christina Corpus <CCorpus@smcgov.org>

**Subject:** RE: SO/DSA/OSS Meeting re: Special Order

CAUTION: External Email.

Hi Stephen,

The number of hours for those on a 4/10 and 9/80 are per month (like the 5/8). I neglected to put that in my summary but in the originally proposed revised special order, it is listed under the "exemptions" section.

Thank you,  
Katy

Ex Parte478

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PERB Received  
08/30/24 17:46 PM

**From:** Stephen D. Leonesio <[sleonesio@mastagni.com](mailto:sleonesio@mastagni.com)>  
**Sent:** Friday, August 16, 2024 3:43 PM  
**To:** Katy Roberts <[kroberts@smcgov.org](mailto:kroberts@smcgov.org)>; Carlos Tapia <[ctapia@smcgov.org](mailto:ctapia@smcgov.org)>; Hector Acosta <[HAcosta@smcgov.org](mailto:HAcosta@smcgov.org)>; Jeffrey Carr <[jcarr@smcgov.org](mailto:jcarr@smcgov.org)>; Matthew Silano <[msilano@smcgov.org](mailto:msilano@smcgov.org)>; Daniel Perea <[dperea@smcgov.org](mailto:dperea@smcgov.org)>  
**Cc:** Christina Corpus <[CCC@pus@smcgov.org](mailto:CCC@pus@smcgov.org)>  
**Subject:** RE: SO/DSA/OSS Meeting re: Special Order

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Hi Katy,

Could you please tell me if the amount of overtime listed for the employees working 4/10 and 9/80 schedule is per month or pay period? The reason I am asking is because it states the hours for 12 hour shifts is per pay period and the hours for 5/8 schedules is per month.

Thank you,

**Stephen D. Leonesio | Managing Labor Relations Consultant**

 **MASTAGNI HOLSTEDT, A.P.C.**  
**Labor and Employment Department**  
**1912 I Street, Sacramento, CA 95811**  
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**From:** Katy Roberts <[kroberts@smcgov.org](mailto:kroberts@smcgov.org)>  
**Sent:** Thursday, August 15, 2024 6:45 PM  
**To:** Stephen D. Leonesio <[sleonesio@mastagni.com](mailto:sleonesio@mastagni.com)>; Carlos Tapia <[ctapia@smcgov.org](mailto:ctapia@smcgov.org)>; Hector Acosta <[HAcosta@smcgov.org](mailto:HAcosta@smcgov.org)>; Jeffrey Carr <[jcarr@smcgov.org](mailto:jcarr@smcgov.org)>; Matthew Silano <[msilano@smcgov.org](mailto:msilano@smcgov.org)>; Daniel Perea <[dperea@smcgov.org](mailto:dperea@smcgov.org)>  
**Cc:** Christina Corpus <[CCC@pus@smcgov.org](mailto:CCC@pus@smcgov.org)>  
**Subject:** RE: SO/DSA/OSS Meeting re: Special Order

CAUTION: External Email.

Hi Stephen,

I spoke to the Sheriff this afternoon, and she would like to offer the following counterproposal on the Special OT Order:

The request is that staff sign up for 24 hours per pay period for OT, with 18 hours being paid. **Ex Parte 479**

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08/30/24 17:46 PM

Corrections/Court Security/Transportation. The other 6 hours can be in any capacity (including training, their own units, etc).

Those on 5/8 schedules- minimum of 20 hours of OT per month, with 10 being in Corrections/Court Security Transportation.

Those on 4/10 or 9/80- total of 24 hours of OT with a minimum of 12 being in Corrections/Court Security/Transportation.

Added exemption that those required to work special events or court or mandatory training will receive credit for those hours.

Revisit the special order in 60 days at which time we can discuss staffing, trainees being cleared, and discuss the progress of the scheduling software.

Please let me know if you have any additional questions.

Thank you,

Katy

---

**From:** Stephen D. Leonesio <[sleonesio@mastagni.com](mailto:sleonesio@mastagni.com)>

**Sent:** Sunday, August 4, 2024 2:12 PM

**To:** Katy Roberts <[krbert@smcgov.org](mailto:krbert@smcgov.org)>; Carlos Tapia <[ctapia@smcgov.org](mailto:ctapia@smcgov.org)>; Hector Acosta <[HAcosta@smcgov.org](mailto:HAcosta@smcgov.org)>; Jeffrey Carr <[jcarr@smcgov.org](mailto:jcarr@smcgov.org)>; Matthew Silano <[msilano@smcgov.org](mailto:msilano@smcgov.org)>; Daniel Perea <[dperea@smcgov.org](mailto:dperea@smcgov.org)>

**Cc:** Christina Corpus <[CCorpus@smcgov.org](mailto:CCorpus@smcgov.org)>

**Subject:** RE: SO/DSA/OSS Meeting re: Special Order

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Hi Katy,

Thank you for getting back to me earlier today. We thought our proposal was a reasonable compromise to reach an agreement before the County's self-imposed deadline of Monday the 5<sup>th</sup>. Unfortunately, the DSA is not willing to accept the County's current proposal. Will you please provide some dates/times when you and your team are available so that we can continue the meet and confer process.

Thanks again,

**Stephen D. Leonesio | Managing Labor Relations Consultant**

 **MASTAGNI HOLSTEDT, A.P.C.**

**Labor and Employment Department**

**1912 I Street, Sacramento, CA 95811**

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the e-mail and any attachment: from your system. Thank you.

**From:** Katy Roberts <[kroberts@smcgov.org](mailto:kroberts@smcgov.org)>

**Sent:** Sunday, August 4, 2024 10:27 AM

**To:** Stephen D. Leonesio <[sleonesio@mastagni.com](mailto:sleonesio@mastagni.com)>; Carlos Tapia <[ctapia@smcgov.org](mailto:ctapia@smcgov.org)>; Hector Acosta <[HAcosta@smcgov.org](mailto:HAcosta@smcgov.org)>; Jeffrey Carr <[jcarr@smcgov.org](mailto:jcarr@smcgov.org)>; Matthew Silano <[msilano@smcgov.org](mailto:msilano@smcgov.org)>; Daniel Perea <[dperea@smcgov.org](mailto:dperea@smcgov.org)>

**Cc:** Christina Corpus <[CCorpus@smcgov.org](mailto:CCorpus@smcgov.org)>

**Subject:** RE: SO/DSA/OSS Meeting re: Special Order

CAUTION: External Email.

Hi Stephen,

Thank you for sending the proposal. At this time, the Sheriff's Office continues to need 24 hours of OT from staff in order to operate safely. They do see relief in sight with trainees completing training, so they are willing to revisit the 24 hours in 60 days.

The request is that staff work 24 hours of OT with at least 18 in Corrections/Court Security/Transportation.

Those on 5/8 schedules- minimum of 20 hours of OT per month, with 10 being in Corrections/Court Security Transportation.

Those on 4/10 or 9/80- total of 24 hours of OT with a minimum of 12 being in Corrections/Court Security/Transportation.

Added exemption that those required to work special events or court or mandatory training will receive credit for those hours.

Revisit the special order in 60 days (October 6, 2024) at which time we can discuss staffing, trainees being cleared, and discuss the progress of the scheduling software.

Please let me know if you have any additional questions.

Thank you,

Katy

**From:** Stephen D. Leonesio <[sleonesio@mastagni.com](mailto:sleonesio@mastagni.com)>

**Sent:** Saturday, August 3, 2024 9:55 AM

**To:** Katy Roberts <[kroberts@smcgov.org](mailto:kroberts@smcgov.org)>; Carlos Tapia <[ctapia@smcgov.org](mailto:ctapia@smcgov.org)>; Hector Acosta <[HAcosta@smcgov.org](mailto:HAcosta@smcgov.org)>; Jeffrey Carr <[jcarr@smcgov.org](mailto:jcarr@smcgov.org)>; Matthew Silano <[msilano@smcgov.org](mailto:msilano@smcgov.org)>; Daniel Perea <[dperea@smcgov.org](mailto:dperea@smcgov.org)>

**Cc:** Christina Corpus <[CCorpus@smcgov.org](mailto:CCorpus@smcgov.org)>

**Subject:** RE: SO/DSA/OSS Meeting re: Special Order

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08/30/24 17:46 P.M.

Happy Saturday everyone,

I apologize for sending this later than we had all hoped. However, I think this counterproposal will work to address the needs of both the Department and the Association. The DSA is also interested in revisiting the overtime issues once the tracking software is in place and there is enough data to analyze whether or not this Special Order needs to be tweaked. Please review the attached document and let me know if you have any questions or would like to discuss further. I know the Department would like to have this Special Order take effect on Monday so I can make myself available this weekend to meet if we need to.

Thanks,

**Stephen D. Leonesio | Managing Labor Relations Consultant**

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---

**From:** Katy Roberts <[kroberts@smcgov.org](mailto:kroberts@smcgov.org)>

**Sent:** Friday, August 2, 2024 10:02 AM

**To:** Stephen D. Leonesio <[sleonesio@mastagni.com](mailto:sleonesio@mastagni.com)>; Carlos Tapia <[ctapia@smcgov.org](mailto:ctapia@smcgov.org)>; Hector Acosta <[HAcosta@smcgov.org](mailto:HAcosta@smcgov.org)>; Jeffrey Carr <[jcarr@smcgov.org](mailto:jcarr@smcgov.org)>; Matthew Silano <[msilano@smcgov.org](mailto:msilano@smcgov.org)>; Daniel Perea <[dperea@smcgov.org](mailto:dperea@smcgov.org)>

**Cc:** Christina Corpus <[CCorpus@smcgov.org](mailto:CCorpus@smcgov.org)>

**Subject:** RE: SO/DSA/OSS Meeting re: Special Order

CAUTION: External Email.

Good Morning,

Per our discussion in the meeting yesterday, the Sheriff's Office has agreed to and added the additional exemption (highlighted in the attached) to the special order that we discussed.

Please let us know if you have additional questions.

Thank you,

Katy

---

**From:** Stephen D. Leonesio <[sleonesio@mastagni.com](mailto:sleonesio@mastagni.com)>

**Sent:** Monday, July 29, 2024 5:07 PM

**To:** Katy Roberts <[kroberts@smcgov.org](mailto:kroberts@smcgov.org)>; Carlos Tapia <[ctapia@smcgov.org](mailto:ctapia@smcgov.org)>; Hector Acosta <[HAcosta@smcgov.org](mailto:HAcosta@smcgov.org)>; Jeffrey Carr <[jcarr@smcgov.org](mailto:jcarr@smcgov.org)>; Matthew Silano <[msilano@smcgov.org](mailto:msilano@smcgov.org)>; Daniel Perea <[dperea@smcgov.org](mailto:dperea@smcgov.org)>

**Cc:** Christina Corpus <[CCorpus@smcgov.org](mailto:CCorpus@smcgov.org)>

Ex Parte482

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08/30/24 17:46 PLI

**Subject:** RE: SO/DSA/OSS Meeting re: Special Order

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Yes, that works. Thank you

**Stephen D. Leonesio | Managing Labor Relations Consultant**

**MASTAGNI HOLSTEDT, A.P.C.**

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---

**From:** Katy Roberts <[kroberts@smcgov.org](mailto:kroberts@smcgov.org)>

**Sent:** Monday, July 29, 2024 5:00 PM

**To:** Stephen D. Leonesio <[sleonesio@mastagni.com](mailto:sleonesio@mastagni.com)>; Carlos Tapia <[ctapia@smcgov.org](mailto:ctapia@smcgov.org)>; Hector Acosta <[HAcosta@smcgov.org](mailto:HAcosta@smcgov.org)>; Jeffrey Carr <[jcarr@smcgov.org](mailto:jcarr@smcgov.org)>; Matthew Silano <[msilano@smcgov.org](mailto:msilano@smcgov.org)>; Daniel Perea <[dperea@smcgov.org](mailto:dperea@smcgov.org)>

**Cc:** Christina Corpus <[CCC-corpus@smcgov.org](mailto:CCC-corpus@smcgov.org)>

**Subject:** RE: SO/DSA/OSS Meeting re: Special Order

CAUTION: External Email.

Thank you Stephen. We will work on getting the information to you as soon as possible.

We are available on Thursday at 8:30 am if that still works for you.

Thank you,

Katy

---

**From:** Stephen D. Leonesio <[sleonesio@mastagni.com](mailto:sleonesio@mastagni.com)>

**Sent:** Monday, July 29, 2024 4:57 PM

**To:** Katy Roberts <[kroberts@smcgov.org](mailto:kroberts@smcgov.org)>; Carlos Tapia <[ctapia@smcgov.org](mailto:ctapia@smcgov.org)>; Hector Acosta <[HAcosta@smcgov.org](mailto:HAcosta@smcgov.org)>; Jeffrey Carr <[jcarr@smcgov.org](mailto:jcarr@smcgov.org)>; Matthew Silano <[msilano@smcgov.org](mailto:msilano@smcgov.org)>; Daniel Perea <[dperea@smcgov.org](mailto:dperea@smcgov.org)>

**Cc:** Christina Corpus <[CCC-corpus@smcgov.org](mailto:CCC-corpus@smcgov.org)>

**Subject:** RE: SO/DSA/OSS Meeting re: Special Order

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---

Hello everyone,

Ex Parte483

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08/30/24 17:46 FM

Thank you for the discussion today. As I mentioned during our meeting, I have a items that I would like additional information on. First, could you tell me how many employees have been mandated to work overtime, per month, from January 2024 through June 2024. Second, could you provide some additional information or guidelines as to the minimum and maximum number of employees for each Corrections facility/unit as well as for Court Security/Transportation Unit. I understand these numbers can fluctuate based on many factors, but I also understand that there is a minimum number of employees that must staff each facility/unit for it to operate safely. I also understand there is generally a maximum number of employees at each facility/unit that, if staffed, would not be efficient. Please let me know if you need additional information regarding this request.

Thank you,

**Stephen D. Leonesio | Managing Labor Relations Consultant**

 **MASTAGNI HOLSTEDT, A.P.C.**

**Labor and Employment Department**

**1912 I Street, Sacramento, CA 95811**

*Cell: (916) 790-7646*

*[www.mastagni.com](http://www.mastagni.com)*

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-----Original Appointment-----

**From:** Katy Roberts <[kroberts@smcgov.org](mailto:kroberts@smcgov.org)>

**Sent:** Wednesday, July 24, 2024 9:24 AM

**To:** Katy Roberts; Stephen D. Leonesio; Carlos Tapia; Hector Acosta; Jeffrey Carr; Matthew Silano; Daniel Perea

**Cc:** Christina Corpus

**Subject:** SO/DSA/OSS Meeting re: Special Order

**When:** Monday, July 29, 2024 3:00 PM-4:00 PM (UTC-08:00) Pacific Time (US & Canada).

**Where:** Microsoft Teams Meeting

CAUTION: External Email.

---

**Microsoft Teams** [Need help?](#)

**Join the meeting now**

Meeting ID: 248 085 198 806

Passcode: prDQTX

**Ex Parte484**

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08/30/24 17:46 FM

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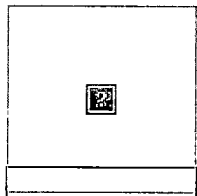
**Dial in by phone**

+1 628-212-0105, 860346.58# United States, San Francisco

Find a local number

Phone conference ID: 86C 346 358#

For organizers: Meeting options , Reset dial-in PIN



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# EXHIBIT F

Ex Parte486

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<b>San Mateo County Sheriff's Office</b>  <b>Special Order</b>  <i>CHRISTINA CORPUS, SHERIFF</i>	<b>SECTION:</b> 2024-01	<b>PAGE 1 OF 4</b>
	<b>RELATED STANDARDS:</b>  LEXIPOL POLICY 1021.1	
	<b>ISSUE DATE:</b>  12-1-14	<b>REVISION DATE:</b>  7-7-24
<b>CHAPTER:</b> REVISED SPECIAL OVERTIME POLICY/MANDATORY OVERTIME	<b>SUBJECT:</b>  DUTY HOURS	

## PURPOSE

This Special Order provides clear guidance on overtime requirements and sets parameters for when employees are mandated to perform overtime. It revises the April 25th, 2023 Special Order to clarify its meaning without adding new requirements or obligations. This comprehensive policy ensures clarity, fairness, and efficiency in managing overtime and staffing needs.

This Special Order will go into effect Monday, August 5, 2024, at 0001 hours and will remain in effect through Tuesday, November 5, 2024, at 2359 hours unless otherwise modified.

## BACKGROUND

Maintaining adequate staffing in core service areas (Patrol, Corrections, and Court Security/Transportation) often requires mandating employees to work on scheduled days off. Voluntary overtime sign-ups are encouraged to prevent last-minute involuntary holdovers or mandated overtime. Staff should aim to sign up for 18 hours of overtime per pay period, in Corrections and Court Security/Transportation.

## POLICY

This Special Order establishes guidelines for voluntary and mandatory overtime:

- **Voluntary Overtime:** All Sergeants, Deputy Sheriffs, and Correctional Officers are strongly encouraged to sign up for 18 hours of overtime per pay period in Corrections and Court Security/Transportation. Volunteers will not be subject to mandatory overtime.\*\*
- **Modification:** This Special Order can only be modified with the Sheriff and Undersheriff's approval.

## OVERTIME SIGN-UP PROCEDURE

Monthly voluntary overtime sign-ups will be completed based on Sheriff's Office seniority (most senior to least senior).

## MANDATING STAFF TO WORK OVERTIME

Mandatory overtime is used only when staffing levels fall below the minimum required for safe, effective operations. The process for mandating overtime will be done by reverse seniority (newest hire to most senior hire).

- **Exemptions:**

- Employees who have worked a minimum of 18 hours in corrections or Court Security/Transportation.
- Employees in assignments with a 5/8 (i.e., Bailiffs, etc.) who have worked 18 hours of overtime per month with a minimum of 9 hours per pay period in Corrections or Court Security/Transportation.
- Employees in assignments with a 4/10 or 9/80 schedule (i.e., Investigations, etc.) who have worked 18 hours of overtime per month with a minimum of 9 hours per pay period in Corrections or Court Security/Transportation.
- Employees who are required to work special events in their assigned bureau, or are required to appear in court or required to attend mandatory POST or SCT training, will receive credit for the hours worked.

## MANDATE PROCESS

1. **Notification:** Supervisors will first notify staff of open shifts via email, phone calls, text messages, etc., allowing for voluntary overtime. They will give staff as much advance notice as possible based on the circumstances.
2. **Exhaustion of Voluntary Options:** If voluntary sign-ups are insufficient, supervisors will mandate overtime using a seniority list accessible in SharePoint.
3. **Communication:** Supervisors will communicate mandates via official email with specific needs.
4. **Seniority List:** Mandates will be completed by the seniority of each team, not just each division. The seniority list will cycle continuously, pausing and resuming as necessary to ensure fair distribution.

### Additional Exemptions:

- **25+ Years of Service:** Employees with 25+ years of service who have worked 12 hours of overtime per pay period in a core position are exempt from mandatory overtime.\*\*
- **Undercover Assignments:** Employees in undercover or covert assignments will be

exempt from working overtime in an assignment involving direct contact with incarcerated persons

- **Approved Time Off:** Employees with approved vacation, other time off, FMLA, or mandated training are exempt during the approved period.
- **Planned Events:** Employees who have confirmed plans on their days off for which they are able to provide verification of being secured or reserved at least two (2) weeks prior to the mandated shift date.
  - **Sheriff/Undersheriff Exemption:** The Sheriff/Undersheriff may exempt any staff member from mandated overtime based on the Office's needs.

**Additional Rules:**

- Employees with outside employment permits, who do not meet the mandated or voluntary overtime expectations, may have their outside employment permit suspended or revoked pursuant to Sheriff's Office Policy 1022.2.2.
- Employees with ancillary duty assignments, who do not meet the mandated or voluntary overtime expectations, may be precluded from working overtime in their ancillary position.\*\*

**ACCOUNTABILITY**

All supervisors will review timecards via ATKS and overtime sign-up lists to ensure compliance. Intentional violations or dishonesty will result in disciplinary action.

**No employee will work more than 60 hours of overtime within a pay period, without their Captain's approval, or more than 18 consecutive hours pursuant to Special Order Section 2024-03.**

**\*\* Emergency events/ activations will supersede exemption**

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08/30/24 17:46 PM

# EXHIBIT G

Ex Parte490

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08/30/24 17:46 PM

**From:** Stephen D. Jones  
**To:** Katy Robert; Daniel Perea; Christina Corpus  
**Cc:** Sean D. Curran; Carlos Tapia  
**Subject:** Minimum Staffing  
**Date:** Monday, August 12, 2024 7:03:00 PM  
**Attachments:** image001.png  
2023 MINIM - FINAL 3.pdf

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Hi Katy,

I was informed that the Sheriff's Department has recently made a couple of unilateral changes without either notifying the DSA nor giving the DSA the opportunity to meet and confer over the changes. I have just been advised of these changes and was told that they occurred over the weekend. The DSA was informed of these changes from various sergeants and not management.

The first change that I was told about is a change to the previously negotiated Minimum Staffing Levels. As you may recall, during our meetings over the Department's proposed Overtime Policy, the subject of minimum staffing levels came up. The parties discussed what the levels were and how they were determined (through a meeting with management and the rank and file employees, including the sergeants). I have attached the document that I received from the DSA for reference. The Change in staffing levels is a mandatory subject of bargaining because it also changes schedules, which are a mandatory subject of bargaining. The Department can't increase the minimum numbers of staffing without either changing employees' schedules or covering the shifts with mandatory overtime (also a mandatory subject of bargaining). As you know, the Department is required to notify the DSA prior to making any changes and cannot unilaterally make changes to staffing levels until the entire meet and confer process has been completed, including impasse procedures.

The second change that was told about is a change to the way overtime is being filled. If true, this is very disturbing and a clear unfair labor practice, as we have been discussing the Department's proposed overtime policy. I was told that the Department has gathered data on which employees have worked overtime, and at what amount, and which employees haven't. The Department then told its managers and supervisors to make those employees, who haven't met a certain criteria, work overtime. I was told this threshold was based off of the "old" overtime policy that has already expired. Again, if true, this is also an unfair labor practice as the Department has not notified the DSA of these proposed changes and the Department is trying to enforce a policy that has since expired and no agreement for a subsequent policy has been reached.

These are both serious accusations that our firm does not take lightly. I demand a response from the County and/or Department by the end of business on Tuesday, August 13<sup>th</sup>, as to if these changes have in fact been made. If any of these allegations are true, I demand the County/Department immediately cease these changes and go back to the status quo. If the County/Department wants to make these changes, they must first notify the DSA of any proposed changes and then, if the DSA requests, meet and confer with the DSA until either an

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08/30/24 17:46 P ✓

agreement is reached or all impasse procedures have been exhausted. If I do not hear back from the County and/or Department, we have no choice but to seek legal remedies.

Thank you in advance and I look forward to hearing back from you soon.

**Stephen D. Leonesio | Managing Labor Relations Consultant**

 **MASTAGNI HOLSTEDT, A.P.C.**

**Labor and Employment Department  
1912 I Street, Sacramento, CA 95811**

*Cell: (916) 790-7646*

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# EXHIBIT H

Ex Parte493

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PERB Received  
08/30/24 17:46 PM

**From:** Stephen D. Leonesio  
**To:** Katy Robert; Christina Corpus; Daniel Perea  
**Cc:** Carlos Tapia; Hector Acosta; Jeffrey Carr; Sean D. Currin; Garrett Porter  
**Subject:** DSA Information Request  
**Date:** Thursday, August 15, 2024 2:10:00 PM  
**Attachments:** image001.ppt

---

Hi Katy,

Will you please give me an update on my email that I had sent on 8/12. In that email, I advised the County and Department that I was advised that the Department has changed the staffing levels for each of the jail facilities. Could you please tell me if that is true, and if so, why wasn't the DSA notified prior to the change. During our meeting this morning, I heard discussions from the members of the OSS Association and the Sheriff and Undersheriff about a number of 35. The Department stated this was a safety number, not a minimum staffing number. However, the OSS and the Department stated that number was how many people should be working on a shift at a facility. The OSS Association complained to the Department that they were having trouble mandating that many people to work. The Department, when asked, did not provide a reason there had to be 35 employees working on a shift, other than it was for safety reasons. We would like to know both how and why 35 employees was the number that was arbitrarily chosen. In addition, the DSA is still demanding that if it is true that the Department is now arbitrarily mandating at least 35 employees work per shift at the jails, they immediately stop enforcing this change until there is either an agreement or all impasse procedures are completed.

The other item that I had listed in my 8/12 email was whether or not the Department is now basing its mandatory overtime off of amounts of volunteered overtime hours worked. I was advised by the DSA that the Department has begun auditing the amount of overtime hours an employee has been working. If, in the eyes of the Department, an employee doesn't work enough overtime (whatever that number is), the supervisors have been directed to order those employees to work more overtime. This is not in the current overtime policy and therefore, if true, is a change that the DSA was not informed of, nor given the opportunity to meet and confer over. Again, in our meeting this morning, I heard the OSS Association indicate that the Department is keeping a list of which employees are working overtime, and how much, and which employees are not. In fact, the Sheriff sent out a "Message from the Sheriff" dated August 9, 2024, that indicates the Department did in fact research how many employees were working the minimum amount of overtime hours. Paragraph four of the message reads, in part, "An internal audit by the payroll department revealed that 106 employees are either not contributing to the minimum overtime requirements or are working substantial overtime without supporting the essential needs of corrections. This is unacceptable." I am not aware of any current policy that requires an employee work a certain amount of overtime. I know we have been meeting and conferring over a proposed policy that would dictate how many hours an employee would be required to work and in what areas of the Department. However, if the Department has arbitrarily implemented this, or any other policy, prior to completing the meet and confer process, up to and including all impasse procedures, this is an unlawful action.

Ex Parte494

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08/30/24 17:46 PM

In addition to the responses that I am still waiting for on the two above issues, will you please provide me with the following information to help the DSA better understand the County's position with its proposed overtime policy. This information will help the DSA expedite the meet and confer process by allowing the DSA to see the data that would support the Department's proposed changes to overtime.

- All hours employees have been mandated to work overtime from January 1, 2024 through July 31, 2024
- All supervisor reports documenting the mandated overtime, as required by Department Policy 1021.3.1
- What the current minimum, or safe, staffing levels are for the Maguire Correctional Facility
  - Why has that number of staff been selected
- What the current minimum, or safe, staffing levels are for the Maple Street Correctional Center
  - Why has that number of staff been selected
- What the current minimum, or safe, staffing levels are for patrol (broken down by area if necessary)
  - Why has that number of staff been selected

Please let me know if you have any questions or would like more information.

Thank you,

**Stephen D. Leonesio | Managing Labor Relations Consultant**

 **MASTAGNI HOLSTEDT, A.P.C.**

**Labor and Employment Department**

**1912 I Street, Sacramento, CA 95811**

*Cell: (916) 790-7646*

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# EXHIBIT I

Ex Parte 496

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PERB Received  
08/30/24 17:46 PM

**From:** Stephen D. Leonesio  
**To:** Katy Roberts; Christina Corpus; Daniel Perea  
**Cc:** Carlos Tapia; Hector Acosta; Jeffrey Carr; Matthew Silano; Sean D. Curran  
**Subject:** Mandatory Overtime  
**Date:** Wednesday, August 28, 2024 3:20:00 PM  
**Attachments:** image001.png

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Hi Katy,

I'm just following up on a couple of outstanding items. First, can you please tell me why the Sheriff's Department is still requiring a minimum of 35 employees work at MCF. I was advised that as recent as this past weekend the Department's management was requiring this new minimum amount of employees at the facility. As you are aware, I've asked numerous times if the Department has changed the minimum staffing numbers and if so, to meet and confer over this proposed change, **before** the change actually takes place. Many times during our meetings, the Department representatives have indicated there are no minimum staffing requirements. If this is true, why then do the Department managers continue to require Sergeants staff the facilities with a certain amount of DSA members? This number of 35 is different than what was previously negotiated, which the Department and County have been advised of numerous times during our meetings. If the Department is in fact requiring 35 employees work at MCF, or any other facility, I demand the Department cease this requirement until they have properly noticed the DSA of any proposed changes and negotiate with the DSA for any proposed changes to the amount of employees required to work at any facility or assignment.

Second, will you please tell me why the Department managers are still requiring DSA members work a certain amount of overtime per pay period. The mandatory overtime policy, as you and the Department are aware, has expired and there is no new negotiated policy in place. I have received a memorandum from the Department indicating sworn staff members are required to complete jail overtime. When did this requirement come into effect? Again, there has been no negotiated changes. I am demanding the Department cease any requirement for DSA members to work a certain amount of overtime until any proposed changes are negotiated up to and including the impasse procedures.

Lastly, I am following up on my information requests that I have sent to you and the Department. I have not received the information. Please provide a date when the information will be provided. If you need additional information or have questions about any of my requests, please let me know.

Thank you,

**Stephen D. Leonesio | Managing Labor Relations Consultant**

☐ MASTAGNI HOLSTEDT, A.P.C.

Labor and Employment Department

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# EXHIBIT J

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08/30/24 17:46 P

**SHERIFF**

**CHRISTINA CORPUS**

**SAN MATEO COUNTY SHERIFF'S OFFICE**

**DATE:** August 19, 2024  
**TO:** All Sheriff's Office Personnel  
**FROM:** Professional Standards Bureau  
**SUBJECT:** Corrections Division Bureaus and Overtime

This memo is to notify all Sheriff's Office personnel that the Corrections Division of the Sheriff's Office is comprised of two jail facilities, Maguire Correctional Facility and Maple Street Correctional Center. Within this Division, there is the Alternative Sentencing Bureau, which includes the Sheriff's Work Program, Electronic Monitoring and Work Furlough Programs. Furthermore, the Transportation and Court Security Bureau is included in the Corrections Division.

Sworn staff members who are required to complete their jail overtime per pay period can do so in any bureau under the banner of the Corrections Division, including the Transportation and Court Security Bureau.

If you have any questions about this memo, please contact Captain William Fogarty or Captain Frank Dal Porto.

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For San Mateo County Sheriff's Office Internal Use Only

Ex Parte 500

**CONFIDENTIAL**

1 GARRETT R. PORTER, ESQ. (SBN 341880)  
2 **MASTAGNI HOLSTEDT**  
3 *A Professional Corporation*  
4 1912 I Street  
5 Sacramento, California 95811-3151  
6 Telephone: (916) 446-592  
7 Facsimile: (916) 447-514  
8 Attorney for Charging Party

9  
10 **BEFORE THE PUBLIC EMPLOYMENT RELATIONS BOARD**  
11 **OF THE STATE OF CALIFORNIA**

12 SAN MATEO DEPUTY SHERIFFS  
13 ASSOCIATION,

14 Charging Party,

15 v.

16 COUNTY OF SAN MATEO,

17 Respondent.

18 **DECLARATION OF CARLOS TAPIA IN**  
19 **SUPPORT OF UNFAIR LABOR**  
20 **PRACTICE CHARGE**

21 I, CARLOS TAPIA, declare as follows:

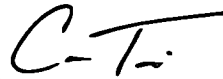
- 22 1. I am over the age of eighteen years old. I have personal knowledge of the matters herein,  
23 and if called upon to do so, I could and would completely testify thereto.
- 24 2. I was sworn in as a Correctional Officer in the San Mateo County Sheriff's Office on  
25 November 9, 2009, and on May 21, 2017, I was promoted to a Deputy Sheriff and  
26 continue to work in that capacity today.
- 27 3. I am the current President of the San Mateo Deputy Sheriffs Association ("SMDSA"). I  
28 have served in this role since 2022.
- 29 4. The San Mateo Deputy Sheriffs Association ("DSA") represents San Mateo County  
30 ("COUNTY") employees in the following classifications: Deputy Sheriff, Deputy  
31 Sheriff Trainee, Sheriff's Correctional Officer, and District Attorney Inspector.

- 1 5. As President, I represent members in contract negotiations, grievances, disciplinary  
2 matters, and employer-employee relations related to wages, hours, and working  
3 conditions.
- 4 6. During July and into August 2024, the DSA and the COUNTY met and conferred  
5 multiple times to negotiate about the mandatory overtime policy, which was going to  
6 expire on August 7, 2024.
- 7 7. On August 5, 2024, the COUNTY Undersheriff Dan Parea notified me with the  
8 COUNTY's initial unchanged offer regarding the mandatory overtime policy.
- 9 8. The DSA rejected the COUNTY's August 5, 2024, offer regarding the mandatory  
10 overtime policy.
- 11 9. Between August 5, 2024, and August 7, 2024, the DSA requested to meet and confer  
12 with the COUNTY regarding the expiring mandatory overtime policy multiple times,  
13 but the COUNTY did not provide a response before the existing policy expired.
- 14 10. On August 7, 2024, the previously negotiated mandatory overtime policy between the  
15 DSA and the COUNTY expired.
- 16 11. The COUNTY refused to negotiate in good faith and failed to exhaust impasse  
17 procedures regarding the mandatory overtime policy for sworn DSA members.
- 18 12. On August 8, 2024, the DSA board sent out an email to all DSA members where the  
19 DSA board provided information to DSA members regarding the expired mandatory  
20 overtime policy, the negotiation history of the mandatory overtime policy, and the DSA  
21 board's position/goals regarding the mandatory overtime policy. (See Exhibit A.)
- 22 13. On August 9, 2024, San Mateo COUNTY Sheriff Christina Corpus was sent an email to  
23 "All Sheriff's Personnel" which included over two-hundred county employees. (See  
24 Exhibit B.)
- 25 14. The Sheriff states that the August 9, 2024 email was specifically sent to "address any  
26 misunderstandings regarding recent communications from the DSA leadership." (See  
27 Exhibit B.)  
28



- 1 15. In the August 9, 2024 email, the Sheriff states that, in regards to negotiating a new  
2 mandatory overtime policy, the COUNTY "made [itself] available, but the urgency was  
3 not reciprocated." (See Exhibit B.)
- 4 16. The Sheriff's email states that "[t]his crisis is the result of years of neglect and inaction"  
5 and that the DSA board's claim to its members that "the overtime policy is flawed ... is  
6 a significant misrepresentation." (See Exhibit B.)
- 7 17. The Sheriff's August 9, 2024, email directly communicated to DSA members that the  
8 DSA board is misunderstood by the membership, not addressing the staffing issues with  
9 urgency, neglecting and failing to take action regarding staffing issues, and  
10 misrepresenting information to the membership.
- 11 18. Over the weekend of August 10 and 11, 2024, the COUNTY unilaterally changed the  
12 minimum and maximum staffing levels at the Maguire Correctional Facility and Maple  
13 Street Correctional Center for sworn DSA members.
- 14 19. The policies regarding minimum staffing levels directly controls the schedules of DSA  
15 members and are mandatory subjects of bargaining. Historically, the policies regarding  
16 minimum staffing levels were negotiated between the DSA and the COUNTY.
- 17 20. The COUNTY did not provide the DSA with reasonable advance notice or opportunity  
18 to meet and confer about the change to minimum/maximum staffing levels.

19 I declare under penalty of perjury that the foregoing is true and correct, except where alleged  
20 on information and belief. Executed this 27th day of August 2024, in San Bruno, California.  
21

22 

23 \_\_\_\_\_  
24 CARLOS TAPIA

1 GARRETT R. PORTER, ESQ. (SBN 341880).  
2 MASTAGNI EOLSTEDT  
3 A Professional Corporation  
4 1912 I Street  
5 Sacramento, California 95811-3151  
6 Telephone: (916) 446-4692  
7 Facsimile: (916) 447-4614  
8 Attorney for Charging Party

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**BEFORE THE PUBLIC EMPLOYMENT RELATIONS BOARD**  
**OF THE STATE OF CALIFORNIA**

SAN MATEO DEPUTY SHERIFFS  
ASSOCIATION,

Charging Party,

v.

COUNTY OF SAN MATEO,

Respondent.

DECLARATION OF JOSEPH FAVA IN  
SUPPORT OF UNFAIR LABOR  
PRACTICE CHARGE

I, JOSEPH FAVA, declare as follows:

1. I am over the age of eighteen years old. I have personal knowledge of the matters herein, and I called upon to do so, I could and would completely testify thereto.
2. I became sworn in as a deputy sheriff in the San Mateo County Sheriff's Office ("COUNTY") in 2013. I am currently assigned as a Detective Sergeant.
3. On August 13, 2024, I attended a regularly occurring meeting with several other COUNTY administrative personnel and San Mateo Deputy Sheriffs Association ("DESA") members to discuss emergency staffing policies for the San Mateo County Jail.
4. At the August 13, 2024, meeting, there were approximately ten individuals in attendance, including Executive Director of Administration/Chief of Staff Victor Aenlle.

- 1 5. Executive Director of Administration/Chief of Staff Victor Aenlle is a manager over the
- 2 DSA members and is a representative of the COUNTY.
- 3 6. During the August 13, 2024, meeting, when discussing the mandatory overtime policies
- 4 and negotiations between the COUNTY and the DSA, Executive Director of
- 5 Administration/Chief of Staff Victor Aenlle directly said to a DSA member in
- 6 attendance: "... If you aren't happy with how the [DSA] board is handling the situation,
- 7 you should encourage the membership to vote them out."
- 8 7. In making this comment, I understood Chief of Staff Victor Aenlle to be telling the DSA
- 9 members at the meeting to recall the current SMDSA board.
- 10

11 Executed this 27th day of August, 2024 in Redwood City, California.

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13   
14 \_\_\_\_\_  
15 JOSEPH FAVA  
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1 GARRETT R. PORTEE, ESQ. (SBN 341880)  
2 **MASTAGNI HOLSTEDT**  
3 *A Professional Corporation*  
4 1912 I Street  
5 Sacramento, California 95811-3151  
6 Telephone: (916) 446-1692  
7 Facsimile: (916) 447-1614  
8 Attorney for Charging Party

9  
10 **BEFORE THE PUBLIC EMPLOYMENT RELATIONS BOARD**  
11 **OF THE STATE OF CALIFORNIA**

12 SAN MATEO DEPUTY SHERIFFS  
13 ASSOCIATION,

14 Charging Party,

15 v.

16 COUNTY OF SAN MATEO,

17 Respondent.

) **DECLARATION OF MATTHEW SILANO**  
) **IN SUPPORT OF UNFAIR LABOR**  
) **PRACTICE CHARGE**

18 I, MATTHEW SILANO, declare as follows:

- 19 1. I am over the age of eighteen years old. I have personal knowledge of the matters herein,  
20 and if called upon to do so, I could and would completely testify thereto.
- 21 2. I was sworn in as a Deputy Sheriff in the San Mateo County Sheriff's Office in 2017 and  
22 continue to work in that capacity today.
- 23 3. I am the current Vice President of the San Mateo Deputy Sheriffs Association  
24 ("SMDSA"). I have served in this role since July of 2024.
- 25 4. The San Mateo Deputy Sheriffs Association ("DSA") represents San Mateo County  
26 ("COUNTY") employees in the following classifications: Deputy Sheriff, Deputy  
27 Sheriff Trainee, Sheriff's Correctional Officer, and District Attorney Inspector.
- 28

- 1 5. As Vice President, I represent members in contract negotiations, grievances, disciplinary  
2 matters, and employer-employee relations related to wages, hours, and working  
3 conditions.
- 4 6. During July and into August 2024, the DSA and the COUNTY met and conferred  
5 multiple times to negotiate about the mandatory overtime policy, which was going to  
6 expire on August 7, 2024.
- 7 7. On August 1, 2024, I attended a meeting between the DSA and the COUNTY to  
8 negotiate about the mandatory overtime policy which ended with the COUNTY refusing  
9 to negotiate further and leaving without exhausting impasse procedures.
- 10 8. On August 7, 2024, the previously negotiated mandatory overtime policy between the  
11 DSA and the COUNTY expired.
- 12 9. The COUNTY refused to negotiate in good faith and failed to exhaust impasse  
13 procedures regarding the mandatory overtime policy for sworn DSA members.
- 14 10. On August 8, 2024, the DSA board sent out an email to all DSA members where the  
15 DSA board provided information to DSA members regarding the expired mandatory  
16 overtime policy, the negotiation history of the mandatory overtime policy, and the DSA  
17 board's position/goals regarding the mandatory overtime policy. (See Exhibit A.)
- 18 11. On August 9, 2024, San Mateo COUNTY Sheriff Christina Corpus was sent an email to  
19 "All Sheriff's Personnel" which included over two-hundred county employees. (See  
20 Exhibit B.)
- 21 12. The Sheriff states that the August 9, 2024 email was specifically sent to "address any  
22 misunderstandings regarding recent communications from the DSA leadership." (See  
23 Exhibit B.)
- 24 13. In the August 9, 2024 email, the Sheriff states that, in regards to negotiating a new  
25 mandatory overtime policy, the COUNTY "made [itself] available, but the urgency was  
26 not reciprocated." (See Exhibit B.)  
27  
28

1 14. The Sheriff's email states that "[t]his crisis is the result of years of neglect and inaction"  
2 and that the DSA board's claim to its members that "the overtime policy is flawed ... is  
3 a significant misrepresentation." (See Exhibit B.)

4 15. The Sheriff's August 9, 2024, email directly communicated to DSA members that the  
5 DSA board is: misunderstood by the membership, not addressing the staffing issues with  
6 urgency, neglecting and failing to take action regarding staffing issues, and  
7 misrepresenting information to the membership.

8 16. Over the weekend of August 10 and 11, 2024, the COUNTY unilaterally changed the  
9 minimum and maximum staffing levels at the Maguire Correctional Facility and Maple  
10 Street Correctional Center for sworn DSA members.

11 17. The policies regarding minimum staffing levels directly controls the schedules of DSA  
12 members and are mandatory subjects of bargaining. Historically, the policies regarding  
13 minimum staffing levels were negotiated between the DSA and the COUNTY.

14 18. The COUNTY did not provide the DSA with reasonable advance notice or opportunity  
15 to meet and confer about the change to minimum/maximum staffing levels.

16 I declare under penalty of perjury that the foregoing is true and correct, except where alleged  
17 on information and belief. Executed this 27th day of August 2024 in Redwood City, California.  
18

19  
20 Matthew R. Silano  
21 MATTHEW SILANO  
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23  
24  
25  
26  
27  
28

1 GARRETT R. PORTER, ESQ. (SBN 341880)  
2 **MASTAGNI HOLSTEDT**  
3 *A Professional Corporation*  
4 1912 I Street  
5 Sacramento, California 95811-3151  
6 Telephone: (916) 446-4692  
7 Facsimile: (916) 447-4614  
8 Attorney for Charging Party

9  
10 **BEFORE THE PUBLIC EMPLOYMENT RELATIONS BOARD**  
11 **OF THE STATE OF CALIFORNIA**

12 SAN MATEO DEPUTY SHERIFFS  
13 ASSOCIATION,

14 Charging Party,

15 v.

16 COUNTY OF SAN MATEO,

17 Respondent.

) **DECLARATION OF STEPHEN**  
) **LEONESIO IN SUPPORT OF UNFAIR**  
) **LABOR PRACTICE CHARGE**

18 I, STEPHEN LEONESIO, declare as follows:

- 19 1. I am over the age of eighteen years old. I have personal knowledge of the matters herein,  
20 and if called upon to do so, I could and would completely testify thereto.
- 21 2. I am employed by the Mastagni Holstedt law firm as a Labor Relations Consultant and  
22 have been continuously employed in this capacity since January 7, 2013. In this capacity  
23 I provide a wide range of labor relations and representation services to Firm clients which  
24 include, but are not limited to; negotiating collective bargaining agreements, meeting  
25 and conferring on mandatory subjects of bargaining, contract enforcement, policy  
26 adoption, Association governance, individual employee assistance, general day-to-day  
27 labor relations issues, and overall employer/employee relations.

3. The San Mateo Deputy Sheriffs Association ("DSA") represents San Mateo County ("COUNTY") employees in the following classifications: Deputy Sheriff, Deputy Sheriff Trainee, Sheriff's Correctional Officer, and District Attorney Inspector.
4. I have been providing labor relations services to the DSA since November 3, 2021. As a Labor Relations Consultant, I represent the DSA in contract negotiations and employer-employee relations related to wages, hours, and working conditions.
5. On July 17, 2024, Undersheriff Perea sent an email to DSA President Carlos Tapia that thanked DSA President Tapia for talking to the Undersheriff about a proposed new Special Order for Overtime. (See "RE Special Order OT Revision" attached as Exh. C.)
6. On or about July 18, 2024, I was advised by DSA President Carlos Tapia that Under Sheriff Perea had talked to DSA President Tapia about changing the Department's Overtime Special Order.
7. On July 18, 2024, DSA President Tapia advised Undersheriff Perea, in an email, that he had contacted Katy Roberts with the San Mateo County Human Resources Department and requested a meet and confer over the Sheriff Department's proposed Special Order for Overtime. (See Exh. C.)
8. On July 19, 2024, I received an email from San Mateo County Human Resources employee Katy Roberts indicating the Sheriff's Department was going to implement the proposed Special Order for Overtime on Tuesday, July 23, 2024. (See Exh. C.)
9. On July 19, 2024, I sent San Mateo County Human Resources employee Katy Roberts and Undersheriff Perea an email advising that there should be no changes to the status quo until the meet and confer process, including impasse procedures, were completed. I also requested dates to start the meet and confer process. (See Exh. C.)
10. On July 22, 2024, I received an email from San Mateo County Human Resources employee Katy Roberts which indicated the Sheriff's Department was going to extend the previously negotiated Special Order for Overtime until August 7, 2024. (See Exh. C.)



- 1 11. On July 29, 2024, DSA President Tapia, myself, San Mateo County Human Resources  
2 employee Katy Roberts, Undersheriff Perea, Sheriff Corpus and members of the  
3 Sergeants Association met virtually to discuss the Sheriff Department's proposed Special  
4 Order OT Revisions. During this meeting the parties discussed the current negotiated  
5 minimum staffing levels. Sheriff Corpus indicated she did not negotiate the minimum  
6 staffing levels. Members from the Sergeants Association indicated the minimum staffing  
7 levels were negotiated with prior Sheriff's Department Management. Undersheriff Perea  
8 indicated the Department did not have minimum staffing levels. The County, Sheriff and  
9 Undersheriff were provided with a copy of the negotiated minimum staffing levels  
10 document. (See "2023 MINIMAX FINAL 3" attached as Exh. D.)
- 11 12. On July 29, 2024, I sent an email requesting information from the County/Sheriff's  
12 Department that is pertinent to the meet and confer process. County Human Resources  
13 employee Katy Roberts responded and indicated they will be working on getting the  
14 information to me. (See "SODSAOSS Meeting re\_Special Order" attached as Exh. E.)
- 15 13. On August 1, 2024, the parties met virtually to continue to discuss the proposed Special  
16 Order for Overtime. Undersheriff Perea indicated there were no minimum staffing levels  
17 for the Department. Sheriff Corpus stated the Department is hiring more employees and  
18 patrol should be fully staffed by the end of August, 2024.
- 19 14. On August 3, 2024, I sent an Overtime Policy proposal to County Human Resources  
20 employee Katy Roberts, Undersheriff Perea and Sheriff Corpus. (Please see "DSA Edits  
21 - Special Order 2024-01 - Overtime Policy\_Revision" attached as Exh. F.)
- 22 15. On August 4, 2024, County Human Resources employee Katy Roberts sent me an email  
23 indicating the Sheriff's Department rejected our proposal. I responded clarifying the  
24 DSA was rejecting the Sheriff's Department's proposal and requested additional dates to  
25 continue the meet and confer process. (See Exh. E.)
- 26 16. On August 7, 2024, the previously negotiated mandatory overtime policy between the  
27 DSA and the COUNTY expired.  
28

- 1 17. On August 8, 2024, the DSA board sent out an email to all DSA members where the  
2 DSA board provided information to DSA members regarding the expired mandatory  
3 overtime policy, the negotiation history of the mandatory overtime policy, and the DSA  
4 board's position/goals regarding the mandatory overtime policy. (Please see "Emailing  
5 – San Mateo County Deputy Sheriff's Association" attached as Exh. A.)
- 6 18. On August 9, 2024, San Mateo COUNTY Sheriff Christina Corpus sent an email to "All  
7 Sheriff's Personnel." (Please see "A Message from the Sheriff" attached as Exh. B.)
- 8 19. The Sheriff states that the August 9, 2024 email was specifically sent to "address any  
9 misunderstandings regarding recent communications from the DSA leadership." (See  
10 Exh. B.)
- 11 20. In the August 9, 2024 email, the Sheriff states that, in regards to negotiating a new  
12 mandatory overtime policy, the COUNTY "made [itself] available, but the urgency was  
13 not reciprocated." (See Exh. B.)
- 14 21. The Sheriff's email states that "[t]his crisis is the result of years of neglect and inaction"  
15 and that the DSA board's claim to its members that "the overtime policy is flawed ... is  
16 a significant misrepresentation." (See Exh. B.)
- 17 22. The Sheriff's August 9, 2024 email directly communicated to DSA members that the  
18 DSA board is: misunderstood by the membership, not addressing the staffing issues with  
19 urgency, neglecting and failing to take action regarding staffing issues, and  
20 misrepresenting information to the membership.
- 21 23. Over the weekend of August 10 and 11, 2024, the COUNTY unilaterally changed the  
22 minimum and maximum staffing levels at the Maguire Correctional Facility and Maple  
23 Street Correctional Center for sworn DSA members.
- 24 24. On August 19, 2024, the COUNTY sent a memorandum to all Sheriff's Office Personnel  
25 confirming that sworn staff members are required to complete their jail overtime per pay  
26 period. (See "Memo – Correctional Division Overtime" attached as Exh. J.)
- 27  
28

- 1 25. The policies regarding minimum staffing levels directly controls the schedules of DSA  
2 members and are mandatory subjects of bargaining. Historically, the policies regarding  
3 minimum staffing levels were negotiated between the DSA and the COUNTY.
- 4 26. The COUNTY did not provide the DSA with advance notice or the opportunity to meet  
5 and confer about the change to minimum/maximum staffing levels.
- 6 27. The policies regarding mandatory overtime directly control the schedules of DSA  
7 members and are mandatory subjects of bargaining. Historically, the policies regarding  
8 mandatory overtime were negotiated between the DSA and the COUNTY.
- 9 28. Over the weekend of August 10 and 11, 2024, the COUNTY unilaterally changed the  
10 mandatory overtime policy for sworn DSA members.
- 11 29. The COUNTY did not provide the DSA with advance notice or the opportunity to meet  
12 and confer about the change to the mandatory overtime policy.
- 13 30. On August 12, 2024, I sent an email to County Human Resources employee Katy  
14 Roberts, Undersheriff Perea and Sheriff Corpus advising them that I had been informed  
15 that the Sheriff's Department had unilaterally changed the minimum staffing levels as  
16 well as the overtime process/procedures. I indicated in my email that the DSA had not  
17 agreed to these unilateral changes. I requested a response from the County and/or  
18 Department on whether these changes had, in fact, been implemented. I did not receive  
19 a response from either the County or Department. (See "Minimum Staffing" attached as  
20 Exh. G.)
- 21 31. On August 15, 2024, I sent a follow up email requesting a response to my August 12,  
22 2024 email. I also requested a response for my information request that I had sent on  
23 July 29, 2024. I also requested additional information that is pertinent to the meet and  
24 confer process. (See "DSA Information Request" attached as Exh. H.)
- 25 32. On August 15, 2024, County Human Resources employee Katy Roberts sent an updated  
26 proposal but did not respond to my request about the unilateral changes nor my  
27 information requests. (See Exh. E.)
- 28

33. On August 26, 2024, I was advised by DSA President Tapia that San Mateo County Sheriff Captain Fogarty sent an email to members of the Sergeants Association again indicating the minimum staffing level at one of the jail facilities (MCF) is 35 DSA members.

34. The COUNTY did not provide the DSA with advance notice or the opportunity to meet and confer about the change to minimum/maximum staffing levels.

35. On August 26, 2024, I was advised by DSA President Tapia that the Management of the Sheriff's Department sent a memorandum to "All Sheriff's Office Personnel" indicating DSA members are required to work jail overtime each pay period.

36. The COUNTY did not provide the DSA with advance notice or the opportunity to meet and confer about the change to the mandatory overtime policy.

37. On August 26, 2024, I sent a follow-up email to County Human Resources employee Katy Roberts, Undersheriff Perea and Sheriff Corpus asking about the unilateral changes to staffing levels, the unilateral changes requiring employees to sign up for a minimum amount of overtime per pay period, as well as the status of my information requests. I did not receive any responses to these requests. (See "Mandatory Overtime" attached as Exh. I.)

38. The COUNTY has frustrated the meet and confer process because it has not provided responses to information requests the DSA submitted. The DSA needs the information to better understand and prepare for the meet and confer process.

I declare under penalty of perjury that the foregoing is true and correct, except where alleged on information and belief. Executed this 30 day of August, 2024 in San Diego County, California.

Stephen Leonessio  
STEPHEN LEONESIO

# Exhibit 46

Ex Parte515

CONFIDENTIAL

## Heather Enders

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**From:** Brian Philip  
**Sent:** Tuesday, September 3, 2024 5:06 PM  
**To:** Heather Enders  
**Cc:** Ryan Monaghan  
**Subject:** Re: IA Notice

Heather, although I have been ordered by Undersheriff Perea to provide Sergeant Javier Acosta with notice of this complaint, it fails to meet several POBAR requirements as referenced in Government Code section 3303. Please return this notice to the author and provide the IA number, date and time of the interview, and the identity of the interviewer. Contrary to normal custom and practice at the San Mateo County Sheriff's Office, the Professional Standards Bureau was excluded from the intake of this complaint, and as such, I do not have the requisite information to properly serve this notice. Please return the notice when it is compliant with the Government Code.



Brian Philip, Captain  
San Mateo County Sheriff's Office  
Professional Standards Bureau  
330 Bracford Street, 5<sup>th</sup> Floor  
Redwood City, CA 94063  
[bphilip@smcgov.org](mailto:bphilip@smcgov.org)  
<http://www.smcsheriff.com>  
PEOPLE FIRST – SERVICE ABOVE SELF

---

**From:** Heather Enders <henderson@smcgov.org>  
**Sent:** Tuesday, September 3, 2024 1:36 PM  
**To:** Brian Philip <bphilip@smcgov.org>  
**Subject:** IA Notice

Dear Captain Philip,

Per direction from U/S Perea, I am forwarding you this letter for your signature.

Best,

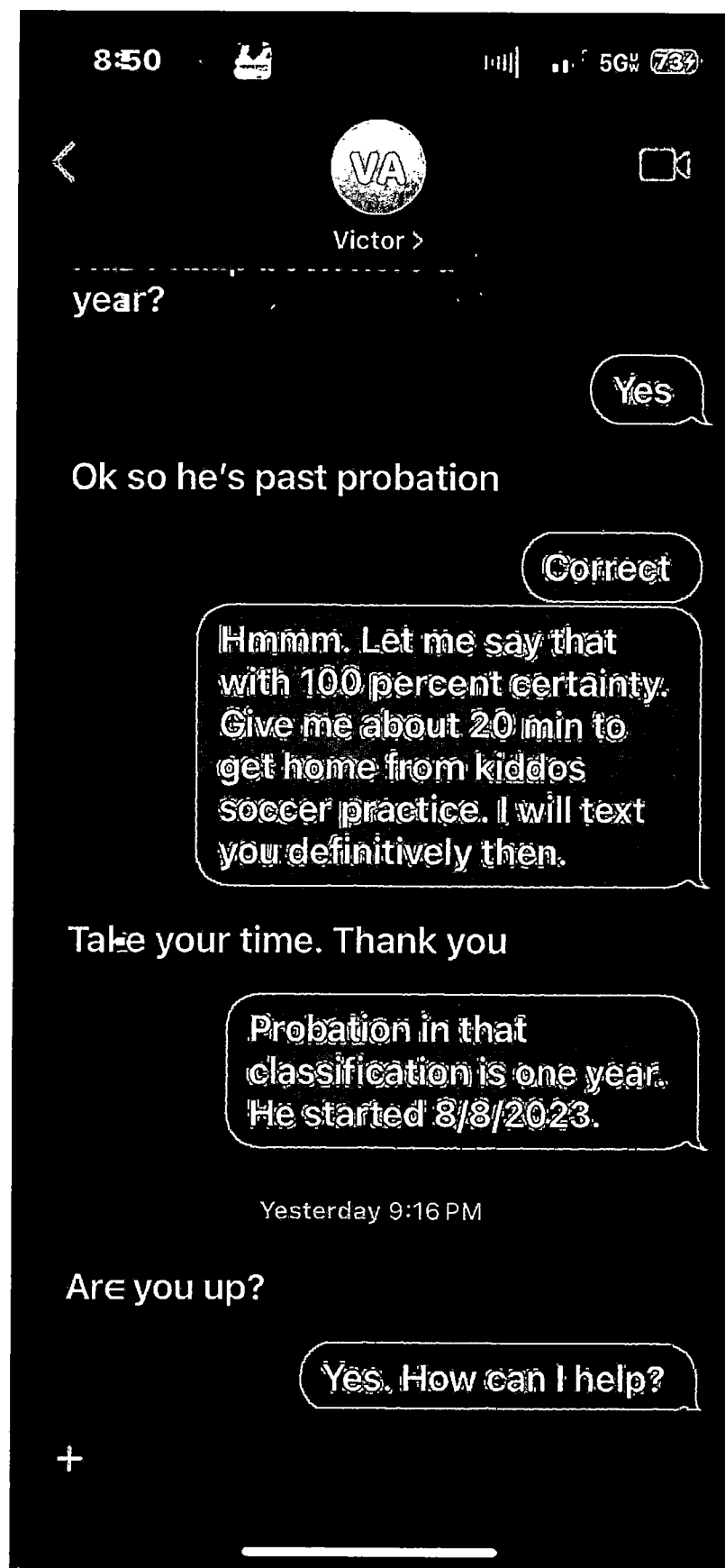


Heather Enders, Human Resources Manager  
San Mateo County Sheriff's Office  
Professional Standards Bureau  
330 Bracford Street 5<sup>th</sup> Floor  
Redwood City, CA 94063  
650-63-4872  
[www.smcsheriff.com](http://www.smcsheriff.com)  
PEOPLE FIRST – SERVICE ABOVE SELF

# Exhibit 47

Ex Parte517

CONFIDENTIAL



Ex Parte518

CONFIDENTIAL



# Exhibit 48

Ex Parte519

CONFIDENTIAL



**SHERIFF**

**CHRISTINA CORPUS**

**SAN MATEO COUNTY SHERIFF'S OFFICE**

**DATE:** September 4, 2024  
**TO:** Javier Acosta  
**FROM:** Assistant Sheriff Monaghan  
**SUBJECT:** 24IA-012

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:

**POLICY 313 – Discriminatory Harassment**

**313.2 POLICY**

The San Mateo County Sheriff's Office is an equal opportunity employer and is committed to creating and maintaining a work environment that is free of all forms of discriminatory harassment, including sexual harassment and retaliation (Government Code § 12940(k); 2 CCR 11023). The Office will not tolerate discrimination against a member in hiring, promotion, discharge, compensation, fringe benefits and other privileges of employment. The Office will take preventive and corrective action to address any behavior that violates this policy or the rights it is designed to protect.

The nondiscrimination policies of the Office may be more comprehensive than state or federal law. Conduct that violates this policy may not violate state or federal law but still could subject a member to discipline.

**313.3.1 DISCRIMINATION**

The Office prohibits all forms of discrimination, including any employment related action by a member that adversely affects an applicant or member and is based on actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law.

Ex Parte 520

**CONFIDENTIAL**

Discriminatory harassment, including sexual harassment, is verbal or physical conduct that demeans or shows hostility or aversion toward an individual based upon that individual's protected class. It has the effect of interfering with an individual's work performance or creating a hostile or abusive work environment.

Conduct that may, under certain circumstances, constitute discriminatory harassment can include making derogatory comments; making crude and offensive statements or remarks; making slurs or off-color jokes, stereotyping; engaging in threatening acts; making indecent gestures, pictures, cartoons, posters, or material; making inappropriate physical contact; or using written material or office equipment and/or systems to transmit or receive offensive material, statements, or pictures. Such conduct is contrary to office policy and to a work environment that is free of discrimination.

### **313.3.2 SEXUAL HARASSMENT**

The Office prohibits all forms of discrimination and discriminatory harassment, including sexual harassment. It is unlawful to harass an applicant or a member because of that person's sex. Sexual harassment includes but is not limited to unwelcome sexual advances, requests for sexual favors, or other verbal, visual, or physical conduct of a sexual nature when:

- (a) Submission to such conduct is made either explicitly or implicitly a term or condition of employment, position, or compensation.
- (c) Such conduct has the purpose or effect of substantially interfering with a member's work performance or creating an intimidating, hostile, or offensive work environment.

### **313.4.2 SUPERVISOR'S ROLE**

Supervisors and managers shall be aware of the following:

- (a) Behavior of supervisors and managers should represent the values of the Office and professional standards.

### **318.5.2 ETHICS**

G. Any other failure to abide by the standards of ethical conduct.

### **318.5.3 DISCRIMINATION, OPPRESSION OR FAVORITISM**

Discriminating against, oppressing or providing favoritism to any person because of age, race, color, creed, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, marital status, physical or mental disability, medical condition or other classification

protected by law, or intentionally denying or impeding another in the exercise or enjoyment of any right, privilege, power or immunity, knowing the conduct is unlawful.

#### **318.5.4 RELATIONSHIPS**

A. Unwelcome solicitation of a personal or sexual relationship while on-duty or through the use of one's official capacity.

#### **318.3.2 SUPERVISOR RESPONSIBILITIES**

Supervisors and managers are required to follow all policies and procedures and may be subject to discipline for:

D. The unequal or disparate exercise of authority on the part of a supervisor toward any member for malicious or other improper purpose.

I. Any act on-duty or off-duty that brings discredit to this Office.

#### **318.5.9 CONDUCT**

G. Criminal, dishonest, or disgraceful conduct, whether on- or off-duty, that adversely affects the member's relationship with this department.

J. Activity that is incompatible with a member's conditions of employment or appointment as established by law or that violates a provision of any memorandum of understanding or contract to include fraud in securing the appointment or hire.

L. Any other on- or off-duty conduct which any member knows or reasonably should know is unbecoming a member of this Office, is contrary to good order, efficiency or morale, or tends to reflect unfavorably upon this Office or its members.

**Date of Incident: June 3, 2024 - August 22, 2024**

#### **Complaint Summary:**

It has been reported that on Thursday, August 15, 2024, you attended a social dinner outside of business hours with colleagues and interns from the Community Engagement Unit and Sheriff's Activities League unit. The purpose of the dinner was to celebrate the conclusion of the interns' summer employment. Among the attendees were sworn and civilian staff members. Allegedly, prior to the dinner, individuals took turns speaking about each other in a group setting.

Specifically, it is alleged that you made the following remarks to 21-year-old intern Priscyla Avalos: upon meeting her, you said you felt "like you won the lottery" and you remarked on her appearance, telling her she was pretty and comparing her to Kim K[ardashian]. This comment appeared to make several interns uncomfortable, as evidenced by their reactions. When discussing Breanna Fivera, you reportedly expressed a perceived "lack of connection" with her.

During this dinner, you were informed that a 16-year-old intern had consumed alcohol and then vomited on another patron at the restaurant. You allegedly asked Priscyla Avalos to accompany you in driving the underage intern home. Witnesses claim alcohol was detectable on your breath and that they observed you consuming alcoholic beverages, including a shot, during the evening. A third intern reportedly chose to accompany you due to concerns over the unfolding events.

It was further alleged that, prior to this dinner, on an unspecified occasion at the offices located at 3151 Edison Way, Redwood City, CA 94063, you made inappropriate comments about Priscyla Avalos' physical appearance in the presence of other sworn and civilian staff. You additionally asked out loud at this location, "Is Priscyla here? (inhales) I can smell her."

On Tuesday, August 20, 2024, you hand-delivered gifts to Priscyla Avalos, which reportedly included hundreds of dollars' worth of gift cards to Burke Williams, a high-end spa, similar amounts in gift cards to a facial spa, and a bag of Lululemon athletic wear, including leggings, a sweatshirt, and two sports bras.

Additionally, it has been brought to our attention that during S.T.A.R. camp, other staff remarked that you were frequently in the company of another young employee, Isabell, and that you "never hung out with any staff your own age." Ms. Avalos also expressed concern about this behavior, finding it concerning that you seemed to be drawn to much younger women.

The cumulative effect of these alleged actions, particularly the repeated and unwanted attention directed towards 21-year-old Priscyla Avalos, prompted concerns among staff and intern witnesses. As a result, it was deemed necessary to place you on administrative leave pending an investigation by the San Mateo County Sheriff's Office. This measure aims to safeguard Ms. Avalos and any other potentially affected staff from further inappropriate behavior.

**Interview Date & Time:** TBD

**Interview Location:** TBD

**Interviewer:** TBD

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 ongoing investigation, other than your legal representative, until the investigation is completed.

A handwritten signature in black ink, appearing to read 'R Monaghan', with a horizontal line underneath.

Ryan Monaghan, Assistant Sheriff  
San Mateo County Sheriff's Office

# Exhibit 49



ResidentsBusinessCounty GovernmentEmergency Services



## County Executive's Office

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### County Executives Office

## Statement from the Board of Supervisors Regarding the Sheriff's Office

September 12, 2024

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The San Mateo County Board of Supervisors is aware of multiple personnel allegations related to the San Mateo County Sheriff's Office. We take these allegations very seriously. At the same time, we want to ensure an impartial investigation and assessment of these allegations, to afford all parties fairness and due process. As has been reported, we have commissioned Judge LaDoris Cordell to lead an independent investigation into the numerous complaints brought forward by both sworn and professional staff members of the San Mateo County Sheriff's Office. This investigation is distinct and separate from the ongoing inquiries into unfair labor practice complaints filed with the Public Employment Relations Board.

San Mateo County Supervisors Noelia Corzo and Ray Mueller have been appointed by the Board of Supervisors to serve as spokespersons on this matter.

The Board of Supervisors is committed to leveraging every resource available to ensure that the residents of San Mateo County receive the highest standards of professionalism and ethical conduct in County services. We are also dedicated to ensuring that County employees are treated fairly, with dignity, and in accordance with the law. We expect the ongoing investigation to be completed soon, after which we will use the findings to guide our next steps. Our goal is to ensure a thorough and independent review of all allegations, to bring the facts to light, and to uphold accountability and integrity as our highest priorities—for both the members of the San Mateo County Sheriff's Office and our community.

Thank you for your patience as we follow due process. We are committed to keeping you informed of any significant findings. Our priority remains ensuring that the residents of

Ex Parte 526



Statement from the Board of Supervisors Regarding the Sheriff's Office | County of San Mateo, CA  
San Mateo County and all who visit continue to have confidence in those who protect and  
serve our community.



500 County Center  
Redwood City, CA 94063  
(650) 363-4000

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Ex Parte527

# Exhibit 50



**SHERIFF**

**CHRISTINA CORPUS**

**SAN MATEO COUNTY SHERIFF'S OFFICE**

330 Bradford Street, Redwood City, CA 94063

Telephone: (650) 363-4911

September 22, 2024

President Warren Slocum,

I write to you with the voice and support of the overwhelming majority of the residents of San Mateo County, who elected me, Sheriff. I am writing to you with grave concerns about the abuse of power and persistent interference I have endured from County Executive Mike Callagy's conduct that is undermining the authority vested in me as Sheriff and compromising the effectiveness of my office. I write to you with an immediate call to action to address the retaliation, abuse of power, sexual discrimination, and bullying tactics of your employee, County Executive Mike Callagy. These are not isolated incidents but part of a broader pattern that I can no longer ignore, and I am calling on you and the Board of Supervisors to take immediate action to address this.

Executive Callagy's email triggered deeply rooted emotions stemming from my first meeting with him after I was elected Sheriff. Mr. Callagy treated me not as an elected official but as if I were one of his subordinates. During that meeting, he made an inappropriate and offensive request. Mr. Callagy told me that I had to inform him of when and who I dated within the county—a request I found not only offensive but demeaning and discriminatory. As a woman of color who has endured sexual harassment in this very county, I was shocked and appalled by his inappropriate conduct. I cannot imagine he would have made such a request of my predecessors, all of whom were men. However, in the best interest of the county, I initially chose to silence this offensive and traumatic experience. But his demeaning behavior and ongoing attempts to undermine me have now escalated beyond what can be ignored.

Since day one, Mr. Callagy has continued to overstep his authority, routinely inserting himself into the operations of the Sheriff's Office. He has supported the group of employees referred to as the good ol boy system from the previous administration and has empowered them.

One glaring example is the decision to approve double overtime without having me at the table. I was never consulted before the final agreement for the double overtime. This decision has cost the county and taxpayers \$17 million, and we are still facing the same challenges. This act of interference not only bypassed my authority but set a dangerous precedent. Mr. Callagy's actions have destabilized labor relations, undermining my ability to lead effectively and jeopardizing safety in our correctional facilities. With Mr. Callagy's support, the unions have developed a misconception that their negotiations extend beyond labor issues and into personnel matters— not acceptable. The burden of the current situation with the unions is directly attributable to Mr. Callagy's inappropriate backdoor interference. It is clear that the six hours allocated to corrections I attempted to negotiate to ensure the safety of our employees and incarcerated persons is not the issue here.

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Mr. Callagy has also intervened in contract city police services negotiations and undermined the process. This type of interference is unprecedented and hasn't taken place under previous Sheriffs.

Most troubling of all is Mr. Callagy's latest directive to block the process of the termination of Assistant Sheriff Ryan Monaghan, a decision squarely within my authority and purview as the elected Sheriff and involving an at-will and unclassified employee. Mr. Callagy's justification is unfounded and appears to be a blatant attempt to exert control over my office. He should have solicited additional information from me prior to making inaccurate assumptions. Mr. Callagy also violated the rights of everyone involved, including the terminated individual. The confidential process to determine what actions, if any, should be taken was not honored as required. To also suggest that Dr. Aenlle's benign conversation regarding Monaghan's participation in Judge Cornell's inquiry constitutes retaliation is an extraordinary stretch, particularly when it went no further than small talk. The brief casual encounter in the presence of the Undersheriff was innocuous and in passing.

My decision to separate from at-will employee Assistant Sheriff Monaghan was not only a long time coming but something into which I put significant thought and deliberation. After much consideration, I made the decision consistent with my authority as the Sheriff to separate from Mr. Monaghan. Had Mr. Callagy or any member of the Board reached out to me to garner a better understanding of this significant administrative move, all would have learned that it had nothing to do with Mr. Monaghan's involvement in the inquiry conducted by Judge Cordell and everything to do with his performance duplicity and failure to execute the goals of the Sheriff's Office expeditiously. This decision had nothing to do with retaliation. I understand that may be a visceral assumption for you, given the practices of my predecessor, but that is not in line with my philosophy or my practical experience as Sheriff.

It is crucial to ask: Where was Mr. Callagy's concern for retaliation and county liability when sexual harassment claims were brought forward under the previous administration? Instead of independent investigation into such claims, the harassers were often protected, and victims were either silenced or paid off. Mr. Callagy's willingness to defend certain individuals while undermining my decisions suggests a clear double standard. To move forward, we must accept our mistakes and injustices and take corrective action to ensure a better path to the future.

I was elected by the people of San Mateo County to enact necessary reforms in the Sheriff's Office. Culture change is never easy, and resistance from certain individuals—rooted in outdated practices from previous administrations—is expected. But what is unacceptable is Mr. Callagy's support of this resistance, his interference with personnel decisions, and his continuous efforts to undermine my leadership. The integrity of this office and public safety depends on my ability to manage my staff without unlawful influence from non-elected officials who lack the legal standing or firsthand knowledge to make informed decisions and do not seek to learn or understand before taking action themselves.

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Balancing the push for modernizing the law enforcement profession while addressing these internal challenges requires a firm but collaborative approach from county leaders. We must commit to dialogue, consistent communication, and support.

Mr. Callagy's actions raise significant concerns about an abuse of power. Mr. Callagy is a non-elected county official, attempting to override decisions made by the highest law enforcement elected official in this county—the Sheriff. This is not just an administrative overstep—it's a direct challenge to the autonomy granted to the Sheriff's Office under law and the voters of San Mateo County. Mr. Callagy's interference in internal personnel matters is not only inappropriate but without legal standing and attempts to undermine the democratic process, setting a dangerous precedent that could lead to further destabilization of county governance.

Let me be clear: the authority to manage my staff and maintain the integrity of this office rests solely with me, as the elected Sheriff. Mr. Callagy's continued interference in this matter undermines the public trust, damages employee morale, and exposes the county to unnecessary legal and financial risks. It is well known and important to highlight that Mr. Callagy has a long personal relationship with former Assistant Sheriff Monaghan dating back to the San Mateo Police Department. Former Assistant Sheriff Monaghan has often referred to Mr. Callagy as a mentor. It is inappropriate for Mr. Callagy to initiate such accusations and act as the sole finder of facts without even a conversation with me—it is a clear conflict of interest; and he should have recused himself.

Moreover, Mr. Callagy's assumption that I, as a woman in a leadership role, would engage in retaliation, reveals a deep-seated bias that cannot be ignored. His actions exemplify the very challenges that women—particularly women of color—continue to face in leadership positions, especially in male-dominated environments like law enforcement. Mr. Callagy's pattern of behavior and bullying tactics by using the weight of county counsel has repeatedly demonstrated a lack of respect for my role and authority. It is clear that Mr. Callagy did not and would not have treated my male predecessors in this manner.

As for Mr. Callagy's claim that this inquiry is being conducted independently, I have been informed by multiple employees that their attempts to contact Judge Cordell and County Counsel to provide a statement have gone unanswered. I want to bring this to your attention because it raises serious concerns about the integrity of the investigation, further casting doubt on the fairness of the process. It is clear that the Board of Supervisors does not have authority over the Sheriff's Office. This third-party inquiry, which should have been handled at the county HR level, is just another attempt to undermine my role. If Mr. Callagy were genuinely concerned about limiting liability, he would have afforded Dr. Aenlle the rights provided under the Peace Officer's Bill of Rights and the Human Resources procedural fairness to protect his good name, which he respectfully deserves and has been afforded in past practice. Dr. Aenlle is a fully accredited peace officer, sworn as a designated level 1, under this office for the last 16 years and validated by POST. The violation of Peace Officer Rights is not something we should take lightly and comes with many ramifications under the color of authority and abuse of government power.

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Therefore, I formally request that the Board of Supervisors initiate an independent investigation into Mr. Callagy's conduct and collusion into my office. This investigation should cover his attempts to conspire against an elected Sheriff, discrimination, sexual harassment, abuse of power, and persistent interference with the operations of the San Mateo County Sheriff's Office. Should the Board fail to act, I will have no choice but to escalate this matter to the state level.

Additionally, given the clear conflict of interest and the County Counsel's failure to represent me in good faith, I also request the immediate funding for a charter to provide independent legal counsel to represent the Sheriff's Office going forward, as it is clear that the County Counsel's office has a conflict of interest and is not providing adequate representation.

In closing, let me make this clear: I will not tolerate further interference in my lawful duties as Sheriff. Any further efforts to undermine the termination of former Assistant Sheriff Ryan Monaghan, will be met with legal action to protect the integrity of my office and my responsibility to keep the residents of San Mateo County safe.

Sincerely,

Christina Corpus  
Sheriff of San Mateo County

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