



OPPENHEIMER
INVESTIGATIONS
GROUP LLP

Report Concerning Complaint By:

Christina Corpus

Client: County of San Mateo

Date: May 15, 2025

CONFIDENTIAL
INVESTIGATIVE REPORT

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I. INTRODUCTION, BACKGROUND, AND SCOPE

On January 9, 2025, the County of San Mateo (“County”) retained Oppenheimer Investigations Group LLP (“OIG”) to conduct an impartial investigation of a discrimination, harassment, and sexual harassment complaint brought by Sheriff Christina Corpus against County Executive Michael Callagy. Corpus initially brought a written complaint on September 22, 2024, then she subsequently brought a government claim on December 19, 2024, and then she brought a complaint with the Civil Rights Department on February 11, 2025. Christina Ro-Connolly was the principal investigator.

On September 22, 2024, Corpus sent a letter to then-Board of Supervisors President Warren Slocum, alleging sexual harassment, abuse of power/persistent interference, discrimination and harassment against Callagy. (See Exhibit 1.) Regarding sexual harassment, Corpus cited to an incident when Callagy allegedly told her she had to inform him of when and who she dated within the County. Regarding abuse of power/persistent interference, Corpus gave examples involving union negotiations, contract negotiations for police services, and personnel decisions. Regarding discrimination/harassment, Corpus alleged that Callagy treated her differently because she is a woman of color (Latina).

On December 19, 2024, Corpus filed a government claim with the County. (See Exhibit 2.) The allegations in her government claim that pertained to Callagy related to an investigation conducted by Retired Judge LaDoris Cordell based on a whistleblower complaint brought against the Sheriff’s Department and an Instagram post regarding Cordell’s investigation report.¹

On February 11, 2025, Corpus filed a complaint with the State of California’s Civil Rights Department. (See Exhibit 3.) In this complaint, she alleged that the County harassed her and discriminated against her because of her ancestry, national origin, sex/gender, age, and marital status. She also alleged she was retaliated against because she reported or resisted any form of discrimination or harassment and participated as a witness in a discrimination or harassment complaint. Corpus’ complaint did not provide details regarding the allegations.

The undersigned was scheduled to speak to Corpus on February 13, 2025, but she postponed her interview that same day, explaining that she wanted her attorney present. Her interview was rescheduled to March 3, 2025. As the interview was about to begin, Corpus’ attorneys ended the interview and asked to reschedule for a later date.² After making several attempts to reschedule her interview, Corpus declined to meet with the undersigned, citing Callagy’s initiation of a claim of

¹ Cordell’s investigation was based on several complaints initiated against Dr. Victor Aenlle, Corpus’ former Chief of Staff. Cordell’s investigation and report is not at issue in this investigation but may be referenced for context and potential credibility analysis. The undersigned reviewed basic information from the publicly released version of Cordell’s report, such as the timing of her investigation and the scope of her investigation, but did not review Cordell’s evidence, findings, or analysis.

² Corpus’ attorneys are Murphy, Pearson, Bradley & Feeney, P.C., which includes Thomas “Tip” Mazzucco and Christopher Ulrich. On the day of her March 3, 2025 interview with the undersigned, Mazzucco ended the interview before it began, citing to Measure A, a ballot measure asking the voters to give the County Board of Supervisors the authority to remove the Sheriff from office for cause. The special election for Measure A was held on March 4, 2025, the day after Corpus’ interview with the undersigned. Mazzucco cited to the stress Corpus was under due to Measure A and asked to reschedule the interview for a later date.

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defamation against her.³ As such, Corpus' written complaints and her written answers to questions submitted by the undersigned form the basis of the scope of this investigation. (See Exhibit 4.)

Based on the information from Corpus, the County asked OIG to conduct an investigation addressing the following questions:

1. Did Michael Callagy direct Christina Corpus to inform him of when and who she dated within the County?
2. Did Michael Callagy negotiate and agree to double overtime with the Deputy Sheriffs' Association without discussing the decision with Christina Corpus first?
3. Did Michael Callagy negatively interfere with Christina Corpus' negotiations for contract city police services?
4. Did Michael Callagy block Assistant Sheriff Ryan Monaghan's termination? If so, what were the circumstances?
5. Did Michael Callagy publicly release Retired Judge LaDoris Cordell's investigation report via an Instagram post?
6. If any of the above allegations are sustained, did Michael Callagy treat Christina Corpus in this way because of her race, ethnicity, and/or gender?

Once the scope of the investigation was determined, the investigator operated with complete independence as to witness identification, interview content, and preparation of findings.

This is a Confidential Investigative Report ("Report"). It contains detailed information, witness accounts, relevant documentation, analyses, and findings relating to the allegations. It is anticipated that this Report will be maintained confidentially by the decision-makers and will not be disseminated except as required by law or as determined by the decision-makers.

II. WITNESSES AND DOCUMENTS

A. Witnesses

The investigator conducted interviews of the following individuals:

Name of Interviewee	Title	Date(s) of Interview
Michael Callagy	County Executive	March 11, 2025, April 23, 2025, and May 1, 2025 ⁴
Michelle Kuka	Deputy Director of Human Resources	March 19, 2025
Rocio Kiryczun	Human Resources Director	March 19, 2025

³ See, e.g., https://www.smdailyjournal.com/news/local/san-mateo-county-executive-files-10-5m-claim/article_cc65ec5e-b4f7-467f-b848-0fd2398a0894.html, dated March 24, 2025.

⁴ Callagy was accompanied by his attorney, Jim Hartnett.

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Name of Interviewee	Title	Date(s) of Interview
Carlos Tapia	Deputy Sheriff and President, Deputy Sheriffs' Association	April 2, 2025
Paul Kunkel	Former Executive Corrections Consultant/Transition Team	April 3, 2025
Noelia Corzo	Vice President, Board of Supervisors	April 3, 2025
Katy Roberts	Employee and Labor Relations Analyst	April 4, 2025
James Johnson	County Resident	April 15, 2025
Adam Ely	Deputy County Executive	April 15, 2025
Jeff Maltbie	City Manager, City of San Carlos	April 16, 2025
Jeff Kearnan	Former Assistant Sheriff/Transition Team	April 17, 2025
Chris Hsiung	Former Undersheriff	April 21, 2025 ⁵
Dr. Victor Aenlle	Former Sheriff Chief of Staff	April 23, 2025 ⁶

Interviews were conducted virtually via videoconference and were audio recorded, except as otherwise noted. The investigator admonished the witnesses to keep the contents of the interview confidential. The investigator also informed the witnesses of the governing policies prohibiting retaliation for either bringing a claim or participating in an investigation.

Quotations in this Report are not verbatim recitations of witnesses' statements. Quotations are cited as accurately as possible from the undersigned's notes.

B. Documents

The investigation included a review of documents. Not all documents reviewed are attached to this Report. The following documents that were reviewed and deemed relevant are attached to this Report:

	Document
1	Letter from Christina Corpus to Warren Slocum re: Complaints about Michael Callagy, dated September 22, 2024
2	Christina Corpus' Claim Against the County of San Mateo, dated December 19, 2024
3	California Civil Rights Department's Notice of Filing of Discrimination Complaint by Christina Corpus, dated February 11, 2025
4	Christina Corpus' Written Responses to Questions, dated April 15, 2025
5	Victor Aenlle's Written Responses to Questions, dated May 2, 2025
6	Screenshots of Instagram posts regarding Cordell's Report from Noelia Corzo's Instagram Account, dated November 13 and 21, 2024
7	Anonymous Whistleblower Complaint, dated February 13, 2023
8	Notes taken by Rocio Kiryczun re: Meeting among Michael Callagy, Christina Corpus, and Rocio Kiryczun, dated February 17, 2023
9	E-mails re: "Follow-up on meeting regarding Sheriff's Office staffing," dated December 4, 2023
10	E-mail from Michael Callagy to Christina Corpus re: "Termination of Assistant Sheriff Ryan Monaghan," dated September 21, 2024
11	E-mail from Michael Callagy to the undersigned re: "Sheriff Interview," dated April 30, 2025
12	Nextdoor Post by Captain Rebecca Albin

⁵ Hsiung was accompanied by his attorney, Charles Stone. Stone did not consent to Hsiung's interview being recorded.

⁶ Aenlle was accompanied by his attorneys, Jason Fellner and Andrew Browning. Aenlle's interview began, but his attorneys declined to proceed with the interview before the undersigned could ask any substantive questions. Fellner expressed concerns about the lack of transparency in the investigatory process. Aenlle provided written responses to the undersigned's written questions instead. (See Exhibit 5.)

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	Document
13	E-mails re: "Follow-up on meeting regarding Sheriff's Office staffing," dated November 16, 2023-December 1, 2023
14	E-mail from Michelle Kuka to Christina Corpus and Chris Hsiung re: "Follow-up on meeting regarding Sheriff's Office staffing," dated December 8, 2023
15	E-mails re: "Follow-up on meeting regarding Sheriff's Office staffing," dated November 16, 2023-December 5, 2023
16	E-mail from Michelle Kuka to Christina Corpus and Chris Hsiung re: "DSA and OSS Overtime agreements," dated December 6, 2023
17	E-mail from Michelle Kuka to Christina Corpus and Chris Hsiung re: "Signed Temp OT side letter," dated December 8, 2023
18	E-mails between Michelle Kuka and Chris Hsiung re: "DSA and OSS Overtime agreements," dated December 6, 2023
19	Emails between Michelle Kuka and Chris Hsiung re: "Signed Temp OT side letter," dated December 11, 2023
20	Document provided by Rocio Kiryczun re: "Listing of recent department head recruitments/hires."
21	E-mail from James Johnson to the undersigned re: "Confirmation re: interview," dated April 16, 2025

III. ALLEGATIONS

Sheriff Christina Corpus is the Sheriff of the County of San Mateo. She was elected in June 2022, defeating the incumbent, Sheriff Carlos Bolanos, and assumed office in January 2023. Prior to being elected Sheriff, Corpus worked for the San Mateo County Sheriff's Department for many years, including serving as the Chief of Police for the City of Millbrae (a city that contracts with the County for police services) when she was a Captain.

Corpus alleged gender and race-based discrimination, harassment, retaliation, and abuse of power by County Executive Michael Callagy. She said that from the moment she was elected, Callagy treated her differently from her male predecessors, consistently attempting to diminish her authority as an independently elected official. She believes he treated her this way because of her race, ethnicity, and/or gender (Latina).

Corpus did not provide the underlying factual allegations related to many of the allegations. The details she did provide are as follows.

A. Romantic Relationships

Corpus said the most significant instance of harassment occurred during her first meeting with Callagy in or around October 2022, after she was elected Sheriff but before she was sworn in.⁷ During this meeting, Callagy demanded she disclose who she was dating within the County. She said Callagy told her, "If you ever date anyone in San Mateo County, I need to be the first to know about it, I don't want any scandals like Carlos [Bolanos] brought."

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⁷ According to Callagy, this meeting occurred on Friday, October 21, 2022.

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B. Double Overtime

Corpus said Callagy's actions undermined her leadership by obstructing her ability to implement reforms, working behind the scenes with unions without her knowledge, leaving her out of critical meetings, and attempting to remove her from boards where the Sheriff traditionally held authority.

Corpus said the interference extended to critical operational decisions. By way of example, she said Callagy approved double overtime for her office without consulting with her. She said this decision created a \$17 million financial burden without addressing underlying staffing shortages, leaving her to manage the subsequent operational and financial challenges.

C. Contracts with Cities

Corpus also said Callagy improperly interfered with her negotiations for contract city police services, undermining her authority as an elected sheriff and disrupting her ability to effectively manage inter-jurisdictional law enforcement agreements. She believes Callagy gave contract cities and towns discounts, even though most of those agencies had reserves or a "slush fund." She said Callagy did this in a manner that was unprecedented and had not occurred under previous sheriffs.

D. Personnel Decision

In her September 2024 letter, Corpus alleged that Callagy intervened and issued a directive to block her decision to terminate her Assistant Sheriff, Ryan Monaghan, an at-will, unclassified employee. She asserted that Callagy stopped Monaghan's termination based on his "inaccurate assumption" of something that occurred while Retired Judge LaDoris Cordell's investigation into the Sheriff's Office was pending. She said this directive from Callagy was direct interference with her authority as an elected Sheriff and was an unfounded attempt to exert control over her office.

By way of background, the County retained Cordell to investigate complaints against the Sheriff's Office, including allegations against Corpus' Chief of Staff, Dr. Victor Aenlle. Cordell was retained by the County on July 10, 2024, and her investigation was released to the public on November 12, 2024.⁸

Corpus said Aenlle and Monaghan had an interaction regarding Monaghan's participation in Cordell's investigation.⁹ When Callagy heard about this, he believed the basis on which Corpus decided to terminate Monaghan was retaliatory. (See Exhibit 4.) Corpus said that, however, this conversation between Aenlle and Monaghan was a "benign" and "innocuous" interaction that was merely "small talk" conducted in the presence of Undersheriff Dan Perea. Corpus said Callagy should have asked her for more details before making his decision to direct her not to terminate Monaghan.

Corpus said she decided to terminate Monaghan because of his performance, "duplicity," and failure to expeditiously execute the Sheriff's Office goals. Corpus said her decision to terminate Monaghan was thoroughly considered and consistent with her authority as Sheriff. She stressed that the termination had nothing to do with Monaghan's involvement in the Cordell investigation.

⁸ Publicly available documents provided a timeline for Cordell's investigation. (See, e.g., <https://abc7news.com/post/timeline-san-mateo-county-sheriff-christina-corpus-investigation/15548538/>)

⁹ While Corpus did not specifically state this, it is implied through her allegation that Aenlle's and Monaghan's interaction took place before Monaghan was notified of his termination.

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Corpus also discussed a potential conflict of interest on the part of Callagy, noting Callagy's long personal relationship with Monaghan dating back to their time at the San Mateo Police Department. She pointed out that Monaghan often referred to Callagy as a mentor. She believes Callagy should have recused himself from the situation.

E. Release of Cordell Report via Instagram Post

Corpus said that on November 13, 2024, in an Instagram post, Callagy and Supervisor Noelia Corzo violated the rights afforded to all peace officers in the State of California by publicly releasing Cordell's report, which Corpus said was a confidential and one-sided investigation. (See Exhibit 6.) She said every member of law enforcement in California is entitled to rights of privacy, which Callagy (and others) "maliciously violated." She believes Callagy facilitated the release of this information on social media in order to manipulate public perception against her and damage her reputation.

F. Other Examples of Callagy's Conduct¹⁰

Corpus' other examples of Callagy's demeaning, discrediting, and undermining treatment of her were the following:

- Callagy is attempting to remove Corpus from agency boards where the Sheriff has authority.
- At Corpus' 2023 swearing in ceremony, Callagy showed up in jeans and a casual shirt and sat in the back of the audience, not in his assigned seat as the County Executive.
- Callagy planned to replace Corpus with Undersheriff Chris Hsiung, retired Police Chief Lee Violet, San Mateo Police Department Police Chief Ed Barberini, or Assistant Sheriff Ryan Monaghan.
- Supervisor Jackie Speier called Corpus on July 1, 2024 and told Corpus that Callagy informed her that Corpus' leadership was lacking, and Corpus should consider stepping down.

G. Request re: Witnesses

Corpus requested that the undersigned speak to Dr. Victor Aenlle; Undersheriff Dan Perea; Stacey Stevenson, Sheriff's Deputy Director of Administration & Finance; and James Johnson, County resident.¹¹

IV. RESPONSE TO ALLEGATIONS

Michael Callagy is the County Executive of the County of San Mateo. He began working for the County in 2013 as a Deputy County Executive, became an Assistant County Executive in 2014, and became the County Executive in 2018. Prior to working for the County, Callagy worked for the San Mateo Police Department for 29 years, retiring as the Deputy Police Chief.

¹⁰ These examples are not within the scope of this investigation, but there are included here for additional context and potential credibility analysis.

¹¹ The undersigned attempted to speak to both Perea and Stevenson, but they both stopped responding to communications regarding their interviews. As noted above, the undersigned scheduled an interview with Aenlle, but he declined to proceed and submitted written responses instead.

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Callagy said he is a White male.¹²

A. Background

Callagy said he initially had a good working relationship with Corpus. He wanted to support her with a successful transition into office. He believed that if she was successful, the County would also be successful. He wanted to help her attract the best and brightest officers to the Sheriff's Office.

B. Romantic Relationships

Callagy said the first significant interaction between himself and Corpus that became contentious involved Aenlle. Callagy believes Aenlle was Corpus's campaign manager and subsequently became her Chief of Staff once she took office. When Corpus was elected, she requested a transition team, which Callagy found unusual, but he agreed to fund this for her in order to set her up for success. She selected four people for her transition team, including Aenlle, Lieutenant Dan Guiney, Assistant Sheriff Jeff Kearnan, and Captain Paul Kunkel. Callagy never heard of Aenlle prior to Corpus' transition team, but he supported Corpus' selections.

Callagy said that almost immediately, multiple individuals approached him with rumors about Corpus's relationship with Aenlle. In late September or early October 2022, at least three people told him Corpus and Aenlle were seen traveling together to Hawaii on a personal trip. On October 21, 2022, he met with Corpus and asked her about these rumors. When he inquired whether she went to Hawaii with Aenlle, she paused before answering then confirmed they traveled together on vacation. She told Callagy that Aenlle was a good friend of hers who was good with her young son.¹³

Callagy said he was shocked by this information and felt an obligation to address the potential conflict of interest. He asked her to consider how it would appear to others that she was contracting with someone who she had a personal relationship with. In response, Corpus said, "People talk all the time. If it was Carlos [Bolanos], no one would care. If I sit next to a guy, people are going to say I'm having an affair with him. I'm a married woman." Callagy then told Corpus, "You never told me when I hired him that you were such good friends with him that you travel with him." He told Corpus he had to terminate Aenlle's contract, as he did not feel comfortable with the situation.

Callagy said he never asked Corpus to inform him of everyone she was dating, describing this allegation as "ludicrous" and a "lie."

Callagy said that even though he terminated Aenlle's contract, Corpus brought Aenlle back once she took office. The contract amount when she brought him back was for an amount she did not need Board approval for. As such, Aenlle returned to the Sheriff's Office in or around January 2023.

¹² Because the allegations in this matter involve different treatment due to protected categories, the undersigned asked interviewees to self-identify their gender and race/ethnicity. While we recognize and respect varying views on racial and ethnic identities, as a firm, OIG capitalizes the words "Black," "Brown," and "White" when they refer to race in the spirit of maintaining impartiality in the investigative process.

¹³ Callagy noted that, in recent months, when Corpus made statements to the media, she said publicly that she and Aenlle meeting on the plane on the way to Hawaii was a "chance meeting," and all Aenlle did was help her son to his seat.

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Callagy also provided documentation of an anonymous whistleblower complaint in which Corpus' and Aenlle's personal relationship was an issue. (See Exhibit 7.) Callagy met with Corpus and Human Resources Director Rocio Kiryczun regarding this complaint in order to try to address these concerns at the lowest level. (See Exhibit 8.)

Callagy said his subsequent interactions with Aenlle led to increasing concerns about his inappropriate involvement in County operations. He learned Aenlle was inappropriately instructing County staff about lease negotiations and procurement processes. When Aenlle and Corpus attempted to bypass procurement policies for a Sheriff's Office substation, Callagy explicitly refused to allow them to do so, stating they would not waive processes or violate the law. He said Deputy County Executive Adam Ely informed him of some of these incidents.

C. Double Overtime

Callagy said the allegations about undermining Corpus's authority are also untrue. Regarding the allegation that he approved double overtime without consulting Corpus, Callagy said the negotiations included Corpus' involvement.

Specifically, Callagy said the double overtime discussions originated when Carlos Tapia, the Deputy Sheriffs' Association ("DSA") President, approached him about addressing low morale in the Sheriff's Office through additional compensation. Tapia first consulted with Corpus, who expressed interest in the concept but said she did not have money in her budget. With Corpus' approval, Tapia then approached Callagy to discuss the idea. When Callagy met with Corpus about this after speaking to Tapia, Corpus told him she supported Tapia's suggestion for double overtime.

Callagy said he agreed to approve double overtime for a limited six-month period to assess its effectiveness. He said multiple stakeholders worked together to finalize the details, including Corpus, Tapia, and Deputy Director of Human Resources Michelle Kuka. Callagy said that, throughout the process, Corpus was actively engaged, responding to emails and participating in discussions. Callagy was copied on correspondence but allowed Human Resources and Sheriff's representatives to work out specific details. He said he consistently expressed support for the Sheriff's preferences, even stating in emails that he would support whatever the Sheriff wants. (See, e.g., Exhibit 9.) Callagy worked out the funding for double overtime by agreeing the County Executive's Office would pay the double overtime portion while the Sheriff's Office covered the standard overtime portion.

Callagy said that, approximately four months into implementing double overtime, concerns emerged about its implementation. The County's Chief Financial Officer, Roberto Manchia, reported to Callagy that the Sheriff's Office was granting double overtime without proper oversight, with various employees receiving double overtime when it did not appear necessary for operations. Therefore, when the unions requested an extension of double overtime beyond the agreed upon six months, Callagy declined to do so, citing financial constraints and lack of demonstrable improvement.

Callagy said he discussed this decision with Corpus, who wanted to extend the program and was hesitant about being perceived as the "bad guy" for bringing double overtime to an end. Callagy told Corpus, "They can be mad at me, then. I'll be the bad person." Callagy then took responsibility for ending the program, telling the unions the decision was his.

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Callagy said that, contrary to the Sheriff's claim of a \$17 million cost, the actual overtime expense was approximately \$8 million, with the County Executive's Office covering \$4 million. He noted that he also had to provide the Sheriff's Office with an additional \$6 million to balance their budget.

D. Contracts with Cities

Callagy said he did not interfere with Corpus' negotiations with cities for police services. He said he worked with the cities of San Carlos, Half Moon Bay, and Portola Valley after they approached him due to changes Corpus wanted to make to their contracts. He said he did this in order to avoid the cities going public with their concerns about Corpus.

Callagy said that, with the City of San Carlos in particular, Jeff Maltbie, the City Manager, approached him to discuss challenges with Corpus' contract demands. Maltbie told Callagy that Corpus was trying to force a contract he was not obligated to sign in which San Carlos paid 100% of the cost of their police chief (a Sheriff's Office captain) rather than 80%, as was established in the existing contract. Maltbie told Callagy that Corpus was in violation of their contract, and he would take this issue public. Callagy was concerned this could potentially escalate into a public dispute, which would not look good for Corpus, so he took steps to broker a resolution.

Callagy said he met with Maltbie on or about September 29, 2023 and proposed a compromise where he would reimburse the City of San Carlos 20% of the contract cost for one year out of the County Executive's budget, helping the City meet Corpus' 100% contract payment request. After the first year, San Carlos would pay 100%. Maltbie agreed to this.

Callagy also said that, in an effort to improve the relationship between Maltbie and Corpus, he personally arranged a lunch meeting to facilitate better understanding and communication. During this lunch, which took place on January 4, 2024, Callagy encouraged both parties to work together, emphasizing to Maltbie the importance of establishing a working relationship with the newly elected Sheriff. His goal was to ensure that municipal partners understood Corpus was an elected official who deserved professional respect and collaborative engagement. By the end of the meeting, Callagy believes both Maltbie and Corpus felt heard and felt more optimistic about future interactions.

When asked if he considered that these cities had reserve funds, or "slush funds," Callagy said he believes they did have reserve funds, but regardless of their ability to pay a larger portion of the costs, he was concerned about the potential political issue between Maltbie and Corpus, which Maltbie was threatening to go public with. He did not want Corpus to look bad, so he tried to help smooth the situation over.

E. Personnel Decision

Callagy said that, on or around September 19, 2024, Assistant Sheriff Ryan Monaghan contacted him in a state of panic. He told Callagy that, two days before, Aenlle approached him and asked if he was interviewed by Judge Cordell as part of her investigation. When Monaghan confirmed he was interviewed, Aenlle asked, "When were you going to tell us this?"¹⁴ Monaghan responded, "Victor, I thought you know how this works. You're not supposed to be talking to me about this." After this

¹⁴ Callagy believes Cordell interviewed Monaghan as part of the investigation the day before Aenlle approached him.

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encounter with Aenlle, Monaghan called the County Attorney's Office to tell them what happened, and he also spoke to Corpus, who told him, "Victor wasn't doing anything. It's not a big deal."

Shortly thereafter, Monaghan contacted Callagy and told him Corpus fired him, stating to Monaghan that he could not be trusted. Callagy immediately consulted with County Attorney John Nibbelin and Board of Supervisors members, and together, they discussed concerns about retaliation by Corpus against Monaghan, given the timing of Monaghan's participation in the Cordell investigation, Aenlle's conversation with Monaghan, and the decision to terminate him. With the assistance of the County Attorney, Callagy then drafted a letter to Corpus, informing her that he would not allow her to proceed with Monaghan's termination. (See Exhibit 10.) Callagy believes that stopping the termination was necessary to limit or avoid potential liability, a view he said was shared by the Board of Supervisors and County Attorney.

Callagy noted that he never heard of any job performance issues with Monaghan from Corpus or anyone else. He said Monaghan was previously a Police Chief for the City of Tiburon, and Callagy recommended Monaghan to Corpus for her Executive Team.

Callagy also said Aenlle told one of the largest unions in the County, SEIU, that Callagy is the godfather to Monaghan's daughter in order to make it appear as though Callagy had a conflict of interest when it came to Monaghan. Callagy told the undersigned that, while he has been acquainted with Monaghan for the past 30 years, he is not Monaghan's daughter's godfather and never even met Monaghan's daughter.

F. Release of Cordell Report via Instagram Post

Regarding the allegation of releasing the Cordell report via an Instagram post, Callagy said he did not do this. Callagy assumed the Board of Supervisors decided to post the Cordell report. He said he does not even know how to access Instagram.

G. Treatment based on Race and/or Gender

Callagy asserted the allegations of sexual harassment and racial discrimination were false. He said he holds everyone to the same standard. He said he has fought against sexism and racism for 41 years and hired more women and women of color as department heads than his predecessors, specifically because of the competence of these candidates. In Corpus' case, he actually "bent over backwards" to help make her tenure successful.

Callagy said his interactions with Corpus were consistently aimed at supporting her leadership and the County's operations. He wanted her to be successful and believed she could have been a "rock star" sheriff. However, he felt she ultimately gave all her power away to Aenlle, which led to her professional challenges.

H. Other Examples of Callagy's Conduct¹⁵

Regarding the other examples of Callagy's purported conduct towards Corpus:

¹⁵ See also Exhibit 11, a follow-up e-mail from Callagy to the undersigned.

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- Callagy said he does not know what boards Corpus is referring to that he is allegedly trying to remove her from. The only connection he could think of is a recent situation involving an Urban Areas Security Initiative (UASI) Program grant, in which the County's Department Head for Emergency Services, Dr. Shruti Dhapodkar, asked Callagy whether she should take over the oversight of these grants instead of the Sheriff's Office. Dhapodkar explained to Callagy that the County was not taking advantage of all the grant opportunities available because the Sheriff's Office, who is currently overseeing them, only focused on grants for their office.
- Callagy said he did attend Corpus' swearing in ceremony, which took place on a weekend at the College of San Mateo. He said hundreds of people were in attendance. He did not recall what he wore to the swearing in ceremony, though it was possible he wore jeans and a casual shirt. He believes he dressed appropriately for the event and did not dress in a way to disrespect Corpus. He also said he sat in the middle of the room, not in the back, and he did not know there was any seating reserved for him.
- Callagy said he did not plan on replacing Corpus with Hsiung, Violet, Barberini, or Monaghan. He heard rumors to this effect, but none of them were true. Callagy said he was not focused on replacing the Sheriff, and considered that discussion premature since there were so many issues that needed to be addressed first. He recalled one breakfast he had with Hsiung after Hsiung resigned. During that conversation, Hsiung mentioned that he believed Corpus was going to leave her position soon. Callagy responded that he did not believe she would do so, but if she did, would Hsiung be interested in returning? Hsiung said he did not know, and that was the end of that discussion.
- Regarding Supervisor Jackie Speier, Callagy said he had lunch with Speier around July 1, 2024 since she had just been elected but had not yet taken office. He did not recall telling Speier that Corpus should step down, but he did recall informing her that there were a lot of issues in the Sheriff's Office.

I. Other Information

Callagy also provided additional information involving incidents where he believed Corpus had exercised poor judgment.¹⁶

One incident occurred on June 19, 2024. On this day, he received a phone call from his Assistant County Executive, Iliana Rodriguez, regarding Corpus' decision to lock out 20 year employee Captain Rebecca Albin from the office on Albin's last day of work. Deputy Director of Human Resources Michelle Kuka and others expressed concerns that Corpus was constructively terminating Albin without following proper due process procedures. From what Callagy could gather, Corpus was upset that Albin posted a message on the Nextdoor app, saying goodbye to community members she worked with for several years. (See Exhibit 12.) When Callagy asked Corpus about this, and expressed his concerns about potential liability to the County, Corpus responded, "We can't let these people walk all over us." When Callagy asked if there was more to the incident than just the Nextdoor post, Corpus said she would rescind the decision to lock Albin out, and Callagy believed the issue to be resolved. Callagy later learned that Corpus did not actually rescind the lock out.

¹⁶ While these incidents are not within the scope of this investigation, they are included here for context and potential credibility analysis.

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Another incident occurred on November 12, 2024, the morning Judge Cordell's report was about to be released. Callagy received a call from Carlos Tapia, the DSA President, saying he was just informed by the Sheriff's Office that he was about to be arrested for timecard fraud. Callagy later learned that the District Attorney's Office did not approve an arrest, and Captain Brian Philip, who was directed by Undersheriff Dan Perea to place Tapia under arrest, refused to do so and immediately resigned. Callagy said he was in shock that Corpus did this.

V. WITNESS EVIDENCE

A. Michelle Kuka

Michelle Kuka is the Deputy Director of Human Resources. She has worked for the County for 17 years and oversees the employee and labor relations division of Human Resources which includes overseeing negotiations with the unions. She reports to Human Resources Director Rocio Kiryczun.

Kuka said she is Caucasian and female.

1. Working Relationships

Kuka said she has worked under Callagy's direction since he became the County Executive. Because Kuka has a lot of County-wide decision making authority, it is common for her to work directly with Callagy, even though she reports to him through Kiryczun. She said she has a generally positive working relationship with him.

Kuka said she worked with Corpus on personnel and labor relations issues over the years because Kuka was the Sheriff's Office's labor relations analyst for some time. She said she had a generally positive working relationship with Corpus.

2. Double Overtime

Regarding Corpus' allegation that Callagy approved double overtime without having her at the table for negotiations, Kuka said, "I don't agree with that statement." She said Corpus was at the table with the unions during these discussions.

Kuka provided some background information with respect to the double overtime negotiations. She said staffing at the Sheriff's Office was a long-time challenge, especially for deputy sheriffs and correctional officers at the facilities. Recruitment and retention were among Corpus' big initiatives. Kuka believes that both unions, DSA and the Organization of Sheriff's Sergeants, approached Corpus and Callagy separately to express their concerns over burnout and morale. In the midst of these conversations, the idea of double overtime came up.

Kuka said she was involved in negotiations for double overtime for the Sheriff's Office. She said others who were involved in the discussions included:

- Callagy
- Corpus
- Rocio Kiryczun, Human Resources Director
- Roberto Manchia, Chief Financial Officer

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- Chris Hsiung, Undersheriff
- Carlos Tapia, DSA President
- Stacey Stevenson, Sheriff's Deputy Director of Administration & Finance
- Jeffrey Carr and Hector Acosta, Organization of Sheriff's Sergeants

Kuka said this group met on November 15, 2023 for a "listening session" in which the union representatives expressed their concerns. After the union representatives left the meeting, Callagy, Corpus, Kuka, Kiryczun, Stevenson, and Manchia discussed the possibility of double overtime. Stevenson and Manchia projected costs and came up with an estimate of \$12 million for six months. Corpus expressed her requests, including offering regular overtime to lieutenants who were not represented by a union at the time.

Kuka said that after this November 15, 2023 meeting, she was directed to work with the unions on a side letter to memorialize an agreement for double overtime. She said several communications were exchanged, and Corpus was included on all of them. (See Exhibits 13, 14, 15, 16, 17, 18, and 19.) Kuka recalled one e-mail in particular in which Kuka made a recommendation for a compromise, and Callagy responded, "That's fine with me. It's ultimately up to the Sheriff." Corpus responded that the recommendation was fine with her. (See Exhibit 9.) Kuka said the side letter was eventually signed, and the Board adopted it.

Kuka said the side letter for double overtime ran until June 20, 2024. The unions wanted to extend the side letter, so Callagy, Kiryczun, Kuka, Corpus, Hsiung, and Deputy County Executive Adam Ely met before the expiration date to discuss the possibility of an extension. Kuka said that, during the meeting, Callagy said to Corpus, "It's up to you, Sheriff, as to whether or not it's needed. I don't think it's needed." Corpus then responded that she did not want to extend the side letter for double overtime.

Kuka said Corpus was actively involved in negotiations regarding double overtime. She did not circumvent Corpus, nor was she asked to circumvent Corpus.

3. Personnel Decision

Kuka said part of her responsibilities in employee and labor relations is overseeing job performance issues a department may be having with an employee. She said she had not heard of any job performance issues regarding Assistant Sheriff Ryan Monaghan. She added that Employee and Labor Relations Analyst Katy Roberts may have more information about this. Kuka also said she heard rumors that Callagy was godfather to Monaghan's daughter, but she does not believe this to be true.

4. Other Information

Regarding Captain Rebecca Albin, Kuka said Callagy discussed this incident with her. He asked her whether she would be concerned if an employee was locked out of work systems without being placed on a paid administrative leave first. She told Callagy this would be an unusual situation; employees should have access to all their systems if they are an active employee. Kuka said that after Albin left the County, she submitted a written complaint to Human Resources regarding the Sheriff's Office's treatment of her. Kuka believes Employee and Labor Relations Analyst Katy Roberts may have been involved in this situation regarding Albin.

B. Katy Roberts

Katy Roberts is an Employee and Labor Relations Analyst. She has been in this role for the past eight years and has been working for the County for the past 25 years. She advises departments on labor relations matters and has been working with the Sheriff's Office for the past eight years. She reports to Employee and Labor Relations Division Manager Kim Ferrario, who reports to Kuka.

Roberts said she is Caucasian and female.

1. Working Relationships

Roberts said she has known and worked with Corpus for the past 25 years, while Corpus was working up through the ranks at the Sheriff's Office. While she tried to support Corpus and maintain their professional working relationship, she learned that she could not always trust the information Corpus was giving her. By way of example, Corpus asked her for advice regarding moving one of the lieutenants out of a specialty position. Based on what Corpus told her, Roberts found Corpus' request reasonable. However, Roberts learned later that the lieutenant in question was working to unionize all the lieutenants, a significant piece of information Corpus "conveniently" omitted.

Roberts said she does not interact much with Callagy since her supervisors are the ones who typically communicate with him. She does not have any concerns about the way Callagy interacted with her, and she never received complaints about Callagy similar to what Corpus alleged.

2. Double Overtime

Roberts said she was not involved in the negotiations for double overtime, but she was aware of the side letter. She said that, after the side letter was executed, and the Sheriff's Office began implementing its terms, Corpus contacted her, asking questions about the side letter and claiming she was left out of negotiations.

Roberts said that after the side letter was executed, one of the issues Corpus had was that double overtime applied to employees outside the core assignments (like Patrol and Corrections), which Corpus did not want. Roberts explained to Corpus, Hsiung, and others on the Executive Team that while they could not go back and renegotiate with the unions about this, the Sheriff's Office did have the authority to manage and control which employees were approved for double overtime. (See also Exhibit 19.) As such, employees outside the core assignments who did not need to work double overtime should not be approved for it.

Roberts believes Corpus began asserting that she was left out of negotiations regarding double overtime once Corpus realized how expensive it was going to be. Roberts added that it did not make sense for Corpus to be left out of these negotiations because "of course we are going to consult with them about something that affects their budget." She added that she spoke to Kuka about Corpus' assertions that she was not consulted about the double overtime side letter, and Kuka showed her several e-mails, demonstrating that Corpus was part of every conversation. (See Exhibits 13-19.)

Roberts said that currently, the unions will not work with Corpus and are "done" with her. She does not believe Callagy is the one responsible for this deterioration in the relationship between Corpus and the unions. Rather, Roberts said, Corpus is the one responsible for the position she is currently in.

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Specifically, Corpus chose to support her Chief of Staff, Aenlle, by ignoring several complaints about him. She believes Sheriff's Office employees considered this a "huge slap in the face" when they tried to provide feedback about the work environment they were subjected to because of Aenlle.

Roberts said Callagy has never tried to step in, interfere with, or go behind her back when it came to negotiations with the unions. She believes Corpus is asserting this because Corpus does not want to accept responsibility for the things she did to alienate the unions.

3. Personnel Decision

Roberts said she did not have any role regarding the termination of Assistant Sheriff Ryan Monaghan, and she was not informed that Corpus was terminating him. She said that, typically, departments consulted with her regarding these types of decisions. She added that, when Corpus was a Captain, Corpus worked with Roberts on a performance improvement plan for one of the sergeants.

Roberts was not aware of any job performance concerns about Monaghan. When she asked Monaghan what Corpus told him about his termination, Monaghan said Corpus told him she could no longer trust him.

4. Other Information

Roberts said she was aware of the incident involving Captain Rebecca Albin's separation from employment but did not speak to Callagy about it. At the time, she spoke with Undersheriff Chris Hsiung, who told her he was trying to resolve the matter with Corpus. Roberts found this incident to be a very unpleasant way for Albin to leave her employment, particularly in light of Albin's long tenure.

Roberts said several people contacted her regarding the arrest of DSA President Carlos Tapia. She learned about this through Tapia; he contacted her the morning he was arrested because they had a meeting scheduled for later that day. Roberts said she was shocked to learn this because, typically, the Sheriff's Office would have consulted her if there was an employee management issue that arose.

Roberts said she called Corpus after Tapia called her. When she told Corpus, "I just got a call from Carlos Tapia," Corpus remained "dead silent." Corpus then told Roberts she had damning evidence that she already ran by the District Attorney's Office. Roberts said that, to date, Corpus never gave her any details, and she has not seen any evidence that they had regarding Tapia's arrest.

C. Rocio Kiryczun

Rocio Kiryczun is the Human Resources Director. She has been in this role for the last six and a half years and has been working for the County for the last 20 years. She reports to Callagy and Deputy County Executive Justin Mates.

Kiryczun said she is Mexican American and female.

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1. Working Relationships

Kiryczun said she has regular meetings with Callagy on a monthly basis. She said their working relationship is “extremely positive.” She appreciates his style of leadership; she considers Callagy to be a very ethical, respectful, and supportive leader.

Kiryczun said she has not had much of a working relationship with Corpus. She found the issues and complaints arising out of Corpus’ office to be challenging and concerning. However, she has not had issues with Corpus’ treatment of her.

2. Romantic Relationships

Kiryczun said she met with Corpus and Callagy after Human Resources received an anonymous whistleblower complaint. One of the allegations pertained to Corpus and her “boyfriend,” Aenlle. (See Exhibit 7.) Prior to the meeting, Callagy and Kiryczun discussed different ways of approaching this complaint, including a formal investigation or an internal investigation, but Callagy opted to first meet with Corpus and have a conversation in an effort to resolve the issue at the lowest level.

Kiryczun said that at the meeting, Callagy provided Corpus with a copy of the complaint, and Corpus discussed each issue with them. When the topic turned to Aenlle, Corpus said she was not involved in a romantic relationship with Aenlle, but this was an issue she faced throughout her career; she could not sit next to any man without a rumor being started about her.

Kiryczun said Callagy told Corpus during this meeting that he was supportive of her and wanted her and the Sheriff’s Office to be successful. He treated Corpus very respectfully during this meeting. At no time did he ask Corpus about her dating life. (See Exhibit 8.)

When asked if this sounded like something Callagy would ask about (i.e., romantic relationships), Kiryczun said that it did not.

3. Personnel Decision

Kiryczun said she did not hear of any job performance issues involving Assistant Sheriff Ryan Monaghan. Rather, she heard many positive things about him. She said many people at the County were excited when Monaghan and former Undersheriff Chris Hsiung joined the Sheriff’s Executive Team.

4. Treatment based on Race and/or Gender

Kiryczun said she is aware of Corpus’ allegation that Callagy treated her differently because of her race and/or gender. She said, “Having worked with [Callagy] on numerous executive recruitments, I think the track record shows itself. The department hires he made – he hired many women into executive leadership roles. I was looking at the most recent recruitments. Of the ten department heads, seven were female that were hired in the last few years.” (See Exhibit 20.¹⁷) Kiryczun also said Callagy’s second

¹⁷ Kiryczun provided the undersigned with Exhibit 20. The document states that, of the ten most recent department head appointments, Callagy appointed seven females into these roles. In addition, Callagy promoted two females (Peggy Jensen and Iliana Rodriguez) to the Assistant County Executive positions.

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in command, Assistant County Executive Iliana Rodriguez, is also a woman of color. Kiryczun said that, as a woman of color herself, she always felt respected by Callagy.

D. Adam Ely

Adam Ely is a Deputy County Executive for the County. He has been in this role for the past two and a half years. Before his current role, he was the Director of Project Development in the County Executive's Office since 2019. In his current role, he is responsible for providing support to the Sheriff's Office, among other departments. He reports to Callagy.

Ely said he is a White male.

1. Working Relationships

Ely said he has a good working relationship with Callagy. He has been reporting to Callagy since 2019. He said he also has a positive working relationship with Corpus and got along with her well.

2. Romantic Relationships

Ely said he did not directly witness anything confirming to him that Corpus and Aenlle were involved in more than a professional relationship. However, he did observe that Aenlle had influence and a presence that seemed outsized for his level of experience and expertise. He also heard of "strong evidence" that a romantic relationship existed between Corpus and Aenlle.

Ely said he did not know Aenlle very well, but he did not have any significant problems with him. He also believes Aenlle did not have any problems with him, either.

When asked if he informed Callagy of some incidents involving Aenlle that caused him or Callagy concern, Ely said he heard about a potential transaction for a Sheriff's substation in Redwood City that Aenlle was participating in, but Ely did not know many details since he was not directly involved. He also heard of discussions involving real property matters during which Aenlle was aggressive and behaving unprofessionally, but Ely was not directly involved in these conversations, either.

Ely said he heard about Aenlle's behavior from several people in the Sheriff's Office, primarily at the executive level (i.e., the Undersheriff, Assistant Sheriffs, and Captains). The concerns were primarily about Aenlle exercising influence or authority over areas that were not in his expertise, making the workplace difficult and disorganized. Ely suggested speaking to the former Undersheriff, Chris Hsiung, about those concerns.

Ely said he did not have direct conversations with Aenlle to address his purported behavior, but he had a strange encounter with Aenlle that gave him some perspective regarding what others were saying about Aenlle. On this occasion, Ely assisted Corpus with some talking points regarding whether the County should appoint a permanent inspector general, which Corpus, Aenlle, and most of the Sheriff's Executive Team did not want. After providing the talking points to Corpus, Aenlle approached him and made a comment to the effect that he still liked Ely and supported him, which confused Ely. He explained that this comment made him feel as though he was being vetted by the Sheriff's Office. He later learned that Aenlle took issue with Ely providing the talking points to Corpus since Aenlle wanted to be the one who did this.

3. Double Overtime

Regarding double overtime, Ely said the primary purpose of this was to incentivize those Sheriff deputies who had to work long hours at the jail while Corpus rebuilt the ranks through hiring and retention efforts. He said that, initially, Corpus was supportive of this. He “absolutely” recalled a lengthy conversation he had with Aenlle in which Aenlle told him that he (Aenlle) opposed double overtime from the beginning, but Corpus did not listen to him and moved forward with the double overtime proposal anyway.

Ely recalled meeting with the Sheriff after double overtime was negotiated with the unions. He said he and Callagy told Corpus during multiple meetings that she still had to keep a close watch over how double overtime was being utilized in her office. During one meeting, Callagy asked Corpus to bring a log of who was receiving double overtime so they could discuss it. After reviewing it, Callagy expressed concerns to Corpus that certain people who did not seem to be essential were receiving substantial amounts of double overtime. This information suggested this benefit was not being managed properly.

Ely said the Sheriff then began to say in subsequent meetings that she was not in favor of double overtime and that it was other people’s idea. Ely said this was different from what he understood. Once the Sheriff’s Office spent all their budget for double overtime, Corpus then began to say there was no way for her to control how the funds were spent, that she was not involved in discussions regarding double overtime, and that she never wanted double overtime in the first place. Ely said all of this was not true. Rather, Corpus was supportive of double overtime at the outset, and she had the ability to manage it but did not do so.

4. Contracts with Cities

Ely said Corpus negotiated with the City of San Carlos and other jurisdictions about the cost of providing police services to those cities. He learned that the city managers were not happy with how those discussions with Corpus were going, so they reached out to their counterpart, Callagy, to express their concerns. Ely said that, while he did not participate in these conversations, in his experience, these types of conversations were “entirely normal.”

5. Treatment based on Race and/or Gender

Regarding Corpus’ allegation that Callagy treated her poorly and differently because of her race, ethnicity, and/or gender, Ely said, “I would say it’s not true. That’s certainly not true from my experience.” He said Callagy was very interested in seeing Corpus succeed as Sheriff. Callagy gave additional resources to the Sheriff’s Office and worked closely with Corpus to help her succeed. Ely also said Callagy oversaw many department heads and elected officials, both male and female, and he never observed or heard of similar allegations.

Ely said he was present for many meetings between Callagy and Corpus. He said Callagy was professional and supportive, and Corpus typically sought and received Callagy’s guidance in a way that Ely believed reflected a professional working relationship. He never saw, heard, felt, intuited, or worried about any communications between Corpus and Callagy, and Corpus never confided any concerns about Callagy with Ely.

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Ely believes Corpus' allegations against Callagy are a distraction or a defense that she came up with when she came under fire for her leadership. He believes Corpus is looking to push blame on others, like Callagy.

E. Carlos Tapia

Carlos Tapia is a Deputy Sheriff and the President of the Deputy Sheriff's Association ("DSA"). He has worked for the County for over 15 years and has been the DSA President since June 2022.

Tapia said he is male and Mexican.

1. Working Relationships

Tapia said he worked with Corpus throughout his career, and they generally had a positive working relationship. He reported to her from 2019 to 2022, when Corpus was the Police Chief of the City of Millbrae.¹⁸ He said their working relationship turned sour after she became Sheriff, and he became DSA President.

Tapia said he has a good working relationship with Callagy. He said he had a positive first meeting with Callagy when he became DSA President, and DSA was in the midst of lengthy contract negotiations with the County.

2. Romantic Relationships

Tapia discussed four incidents regarding Aenlle's and Corpus' purported relationship that made him feel uncomfortable.

Tapia said there was an occasion around October 2022 after a meeting with a uniform vendor. When Corpus and Aenlle spoke to him after this meeting, they told him they were spotted on a plane together, headed to Hawaii, and now there were rumors that they were having an affair. Aenlle told Tapia that he went on the trip with her as her personal bodyguard because there were a lot of threats on Corpus' life. Tapia asked Corpus whether she was having an affair, to which she responded, "No." Tapia then said, "It's none of my business, I don't care. But I care about you, and I support you. You're no longer the Chief of Police of Millbrae, you're now the Sheriff of the County, and you're a politician. Optics are everything, people are going to talk. But what you do in the bedroom is none of my business." Corpus and Aenlle then asked him what should be done about these rumors, to which Tapia responded that he would tell others these were just rumors.

Tapia said another "weird" incident he observed between Corpus and Aenlle was early one morning when Aenlle dropped Corpus off at the Sheriff Office's Millbrae substation at 4:00 a.m. He said this was not a typical working hour for Corpus, and her car was parked at the substation the whole night.

Tapia then discussed an incident at the Peace Officers Research Association of California's Conference ("PORAC Conference") in San Diego. On the last day of the conference, Sergeant Doug Richardson pulled him aside and introduced him to Julia Fox, an attorney with the law firm Rains Lucia Stern. During this

¹⁸ Millbrae is one of the cities that contract with the Sheriff's Office for police services. Tapia said Corpus was a Captain at the Sheriff's Office when she was Millbrae's Police Chief.

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conversation, Richardson brought up that Corpus was having an affair with Aenlle. At this point, Tapia walked away since he did not want to participate in this conversation. The next day, both Corpus and Aenlle called him, one right after the other, to ask him why he did not do anything to stop Richardson from spreading these rumors.

Tapia also recalled an occasion, sometime in early 2024, where he went to dinner with his wife. At the restaurant, they were seated next to Aenlle, Corpus, and Corpus' two children. He said this interaction was "so awkward." At some point, Aenlle commented to Tapia, "We just got back from a funeral," but they did not broach the topic further.

Tapia said DSA took a vote of no confidence regarding Aenlle. DSA did this because they received numerous complaints about Aenlle, including wearing a uniform and carrying a badge and firearm even though he was a civilian, making decisions that affected sworn staff, causing infighting among the Executive Team, and working to change the mandatory overtime policy, among other issues.

3. Double Overtime

Regarding Corpus' allegations about double overtime, Tapia said, "This one gets me upset. She's a liar. That's an absolute lie. She was involved from the very start."

Tapia said he first spoke to Corpus about this issue around October 2023. Around that time, the Sheriff's Office was extremely short-staffed, and the union was looking for ways to retain deputies. One idea was to follow BART's double overtime model: the first 12 hours of overtime would be paid at time and a half, and anything beyond 12 hours would be paid at double time. Somehow, Corpus learned that Tapia was preparing to speak to Callagy about the union's ideas, at which time, Corpus asked Tapia to meet with her first. Tapia agreed.

Tapia said that this meeting with Corpus also included Hector Acosta and Jeff Carr, President and Vice President of the Organization of Sheriff's Sergeants. When they discussed the union's double overtime suggestion, Corpus responded positively and expressed that she really liked this idea. She also said she did not have the budget to do this, so she asked Tapia to share with her what Callagy said after they spoke to Callagy.

Tapia said that when he, Acosta, and Carr spoke to Callagy, Callagy was open to the idea of double overtime, among the other proposed ideas, but said he did not have the budget for it. Tapia suggested another meeting among the union, Sheriff's Office, and other County stakeholders that included himself, Corpus, Callagy, Acosta, Carr, Michelle Kuka, and Katy Roberts.

Tapia said that during that meeting, after discussing the double overtime idea, everyone was in agreement to proceed. He spoke to Corpus, who expressed that double overtime's approval was "good news," and that Supervisor Ray Mueller supported it as well.

Tapia said that after the double overtime terms were negotiated and agreed to, Corpus and her Undersheriff at the time, Chris Hsiung, contacted him and said Corpus did not think she could implement double overtime because she could not afford it. Tapia responded, "I don't know what to tell you. Frankly, I don't care whose wallet it comes out of. This is something we negotiated, you were there." They then asked him to contact Callagy to see if the County Executive's Office would pay for some of the costs of double overtime. While Tapia was reluctant to do this, he did so anyway. Callagy responded,

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“This isn’t a conversation you should be having with me. This is something I should discuss with Corpus.” Tapia said double overtime took effect, and there were not any more problems after that.¹⁹

Tapia said he did not have the impression that Callagy was interfering in any labor relations matters. He did not work with Callagy on anything related to the union, except for the double overtime issue, in which everyone participated.

4. Other Information

Tapia said that on November 12, 2024, right before Judge Cordell’s report was released, his attorney called him and informed him he needed to turn himself in because he was being arrested by the Sheriff. He followed the order. He arrived at the Sheriff’s station, was placed on administrative leave, and was booked at the jail for grand theft and receiving money under false pretenses. On December 16, 2024, District Attorney Steve Wagstaffe issued a statement, stating that his office’s investigation into Tapia “showed that there was no basis to believe any violation of law had occurred, and . . . Tapia should not have been arrested.”²⁰

Tapia believes Corpus had him arrested due to “retaliation” because he participated in Cordell’s investigation. He also believes Aenlle was upset with him because of DSA’s vote of no confidence regarding Aenlle.

F. Paul Kunkel

Paul Kunkel was the former Executive Corrections Consultant for Corpus from January 2023 to February 2024. Prior to this, he was part of Corpus’ transition team from September 2022 to December 2022. He worked for the Sheriff’s Office for 16 years, from 2005 to 2021.

Kunkel said he is male and mixed race (German, Irish, and Puerto Rican).

1. Working Relationships

Kunkel said he was never friends with Callagy, but he considers Callagy a good man who is highly respected in the law enforcement community. He likes Callagy, who he described as “pro-Sheriff’s Office,” and “very pro-law enforcement.”

¹⁹ When asked about Corpus’ allegation in her September 2024 letter: “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,” Tapia believes Corpus was referring to the mandatory overtime policy that the deputies had to work 24 hours of overtime per pay period with at least four of those hours in the Corrections Division (i.e., the County jail). Corpus tried to make changes to this policy, but the unions did not agree with what she was trying to do. He said Corpus and her Executive Team (i.e., Aenlle, Undersheriff Dan Perea, and Assistant Sheriff Matthew Fox) did not fulfill the meet and confer requirement to change the policy and walked away from negotiations. Tapia said the union initiated an unfair labor practice charge with the Public Employment Relations Board (“PERB”) regarding this issue.

²⁰ See, e.g., <https://www.ktvu.com/news/no-time-card-fraud-san-mateo-county-sheriffs-deputy-embroiled-political-battle-da>

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Kunkel said he and Corpus have been friends since 2006. They know one another's families, and their daughters are friends. He was instrumental in Corpus' campaign for Sheriff and volunteered from the very beginning. However, he believes the Sheriff's Office is headed in the wrong direction under Corpus.

Kunkel said his relationship with Corpus changed with the introduction of Aenlle during the campaign. He believes Aenlle is a "man of means," and Corpus needed all the financial help she could get. However, Corpus and Aenlle began spending a lot of time with one another, they met separately from everyone else, and Corpus began to defer to Aenlle's opinions, even after a decision was made by paid campaign experts.

Kunkel also recalled an occasion when Corpus lied to him and others. Kunkel called Corpus, and she told him she was alone in her car. Kunkel and others logged into a Zoom call with Corpus with their videos on, and through the video feed, they could see Aenlle's reflection on the sunroof of Corpus' car. Kunkel questioned why Corpus would lie about this.

Kunkel said Corpus asked him to be part of her transition team after she was elected, along with Aenlle, retired Lieutenant Dan Guiney, retired Assistant Sheriff Jeff Kearnan, and Valerie Barnes, Corpus' administrative assistant at the City of Millbrae. Kunkel agreed to do this.

Kunkel said Callagy authorized Corpus' paid transition team, which was not typically done. Corpus and Aenlle did not seem to appreciate that Callagy was doing them a favor that no other county did for their sheriffs. Kunkel recalled discussing the transition team with Callagy, who acknowledged that a transition team made sense because the incumbent Sheriff, Carlos Bolanos, was not helping with the transition. Kunkel believes Callagy wanted to set Corpus up to be successful.

Kunkel said that, when he was working with Corpus on her transition team, he and Corpus had three conversations about Aenlle, none of which were pleasant. He told Corpus that Aenlle was going to isolate and manipulate her, which, from Kunkel's perspective, came to fruition. Aenlle and Corpus worked together on the finances and did not discuss this with anyone else. Also, when discussing the organizational chart, the transition team took the position that Aenlle should not supervise any sworn officers, but Aenlle took offense to this. Kunkel said Aenlle was arrogant without having the commensurate experience or training.

Kunkel said that eventually, many on Corpus' Executive Team left. Guiney and Kearnan both left, but Kunkel decided to stay to help Corpus run the Corrections Division. He brought other key Executive Team members on board, like Undersheriff Chris Hsiung and Assistant Sheriff Ryan Monaghan, but once they began asking questions about Aenlle, they were "out the door."

Kunkel said he left the Sheriff's Office in February 2024 because it was clear to him that he was not an important part of the Executive Team. He said no one was listening to him, and starting around July 2023, he was no longer included in Executive Team meetings. When he asked Hsiung and Monaghan if they were mad at him, they told him they were not, but Aenlle told them Kunkel did not need to attend Executive Team meetings, even though Kunkel was in charge of overseeing half of the sworn staff.

2. Romantic Relationships

Kunkel said Aenlle had Corpus' full confidence, and any attack on Aenlle was an attack on Corpus. He described them as "a cult of two." While he never saw them show physical affection towards one

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another, like kissing or holding hands, he did see them together everywhere, and Aenlle seemed to cloud her decision making.

3. Personnel Decision

Kunkel said he was not involved in the decision to terminate Assistant Sheriff Ryan Monaghan because he left the Sheriff's Office by then; Kunkel left around February 2024, and he believes Monaghan was terminated around April 2024.²¹ Kunkel said Monaghan contacted Kunkel after Aenlle confronted him about participating in Judge Cordell's investigation. Monaghan told Kunkel, "I'm really worried." Kunkel believes Monaghan then reached out to Corpus to inform her of the conversation with Aenlle, and after that, Monaghan called Kunkel back to say, "I think she's going to fire me." Two days after this call with Monaghan, Kunkel learned Monaghan was terminated.

Kunkel described Monaghan as "a rule follower" who is "as politically correct as they come." When he learned that Corpus called Monaghan "duplicitous," he thought this description did not make any sense.

4. Other Information

Kunkel believes Corpus was set up for greatness, were it not for Aenlle. While he felt bad for Corpus for some time, thinking she was a victim, Kunkel changed his mind after Corpus decided to arrest DSA President Carlos Tapia. Kunkel spoke highly of Tapia, describing him as a "phenomenal guy" who walked door to door to get Corpus elected. He pointed out that, even when DSA took their vote of no confidence, they did so against Aenlle, not Corpus, signaling to Corpus that the union had hope for her. Kunkel found Tapia's false arrest "chilling."

5. Treatment based on Race and/or Gender

Regarding Corpus' September 2024 letter to then Board President Slocum, Kunkel said he read this letter and found it "utterly appalling." He said Callagy was good to Corpus and "bent over backwards" to help her. He also pointed out that Callagy's second in command at the County Executive's Office is Iliana Rodriguez, a Puerto Rican woman. He believes Callagy is inclusive and wants to hear all voices at the table.

Kunkel believes Corpus' allegations regarding the treatment towards her because of her race, ethnicity, and gender is indicative of her level of desperation. He said many in the Sheriff's Office supported Corpus through her entire career, contrary to her assertion regarding the "ol' boy system" she referred to in her September 2024 letter.

Kunkel believes Callagy "soldiers on" in his work with the County despite being under enormous stress because of Corpus' complaint against him. He said, "That screams integrity to me." Kunkel added, "I would almost guarantee who will not talk to you: Victor [Aenlle] and Christina Corpus. If you ask them for specifics, there will be none. They've gotten so used to lying and manipulating and throwing up smoke screens – that's who they are. Mike [Callagy] is not racist or sexist. He's fair and open minded. It's astounding that someone will try to tarnish him. He deserves better."

²¹ According to publicly available records, Monaghan was terminated on September 20, 2024. (See <https://abc7news.com/post/timeline-san-mateo-county-sheriff-christina-corpus-investigation/15548538/>)

G. Jeff Kearnan

Jeff Kearnan worked for the Sheriff's Office for almost 29 years. He was part of Corpus' transition team in 2022 before she took office in January 2023.

Kearnan said he is male and Caucasian (non-Hispanic).

1. Working Relationships

Kearnan said he had a fantastic working relationship with Corpus. She was one of his direct reports, and he was her mentor. She came to him for support on almost a daily basis, and he supported her and her endeavors.

Kearnan said he retired while Carlos Bolanos was still the Sheriff. He returned per Bolanos' request to assist with an internal investigation, and Corpus was his point of contact. During this time, he learned Corpus was unhappy working under Bolanos, and she continued to seek Kearnan's advice. When Corpus decided to run for Sheriff, Kearnan did not support either her campaign or Bolanos' campaign, but Corpus still reached out to him, and he did his best to help her.

Kearnan believes Callagy supported Corpus for Sheriff. When Corpus was elected, Callagy reached out to Kearnan and asked him to be part of Corpus' transition team. Callagy told Kearnan he wanted Corpus to be successful, but the transition of power between Bolanos and Corpus was not going to be easy. Kearnan agreed to do this.

Kearnan said he worked with Corpus to put together the transition team, which included Lieutenant Dan Guiney, Captain Paul Kunkel, and a consultant, Max Szabo. Corpus asked if he would be her Undersheriff when she took office, which he was reluctant to do. However, he agreed to do so on a temporary basis (six months) for the betterment of the organization and to give Corpus time to find a more permanent solution.

Kearnan said that, during the first transition team meeting, he met Aenlle, a volunteer Sheriff Reserve Officer. During this and subsequent meetings, Kearnan realized Aenlle was creating a position for himself: Corpus' Chief of Staff. Kearnan expressed his concerns about this, explaining to the transition team that Aenlle could not work at the executive level because he was not qualified. Nevertheless, it became obvious to Kearnan that he was not the leader of the transition team, Aenlle was. Aenlle ran the transition team meetings, and Corpus deferred to him.

Kearnan recalled an occasion when he, Kunkel, and Guiney scheduled a Zoom call with Corpus and asked that Aenlle not be present. Corpus took the Zoom call from her car, and when they asked if she was with Aenlle, she responded, "No." However, they could see a reflection of Aenlle on the windshield of her vehicle from her video feed. That is when Kearnan realized Corpus was lying to them.

2. Romantic Relationships

Kearnan said he began to hear from many people at the Sheriff's Office that there was some kind of romantic relationship between Corpus and Aenlle. In particular, he heard from those who worked at the Millbrae station that Corpus left with Aenlle from work at around 5:00 p.m., and they returned together at around 1:00 a.m. to retrieve her car.

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Kearnan said he originally retired from the Sheriff's Office because he was concerned about integrity issues under Bolanos, and he did not want to return to the office with concerns about integrity from the new Sheriff. As such, in around September 2022, he had a conversation with John Kovach, Corpus' husband, who confirmed that Corpus was having an affair with Aenlle.

Kearnan said that, with respect to the Hawaii trip in particular, Kovach told him that he (Kovach) was supposed to go on that trip, but he and Corpus had a falling out, and Kovach cancelled his plans to go. A couple of weeks later, they reconciled, so Kovach planned on joining Corpus and their children in Hawaii. However, Corpus told him the flight was sold out, so he stayed home. Upon his family's return, his daughter told him that when he dropped them off at the airport, Aenlle was inside waiting for them, and Aenlle went with them to Hawaii.

After learning this information from Kovach, Kearnan went to confront Corpus. He said to her, "I'm coming back to work for you. You expect me to be completely forthright with you. I hope you would expect me to have the same expectations from you as my boss. The decisions we have to make at our level will affect our lives and livelihood, so we have to be lock step, 100% honest with each other." When Corpus agreed with this, he then asked her whether Aenlle went to Hawaii with her. She denied that Aenlle did. Kearnan told her he had information that Aenlle did go with her on that trip. Kearnan also told her he supported whatever made Corpus happy. However, he insisted she could not bring Aenlle in at the executive level with the Sheriff's Office, and he was giving her this advice to protect her, otherwise the unions would destroy her if they found out.

Kearnan said Corpus then called him "sexist," to which Kearnan responded, "Don't pull that card on me." He explained to Corpus that he was more concerned that she could not be honest with him. He then told her that if she wanted to continue to work with Aenlle, that was her decision, but she could not have both of them working for her. He told her to think about what he said and to call him the following Monday to let him know her decision.

Kearnan said that five minutes after his call with Corpus, Aenlle called him. He was defensive, accusing Kearnan of not liking him from the beginning. He explained to Aenlle that it had nothing to do with whether or not he liked Aenlle, rather, he was concerned about the conflict of interest between Aenlle and Corpus. He told Aenlle that if he honored and valued Corpus, he should back off.

Kearnan said Aenlle then said, "I never went to Hawaii with her," to which Kearnan responded, "Yes, you did." Eventually, Aenlle said, "OK, alright, I went to Hawaii with her. You happy?" When Aenlle asked Kearnan what he was going to do about it, Kearnan said, "It's easy. If I'm going to be part of her team, then you're not." Aenlle said, "I'm not leaving," to which Kearnan replied, "Are you making the decision? If so, then you know what my decision is."

Kearnan said Corpus never called him back and has not spoken to him since. He never became Undersheriff. In addition, he never invoiced for the work he did while he was on Corpus' transition team.

Kearnan said he contacted Callagy approximately a week after he did not hear from Corpus. He resigned and apologized for not being able to follow through with the work on the transition team. When Callagy asked what happened, he shared that there was a conflict of interest/nepotism issue with Aenlle. Callagy then told him that he was not learning this for the first time from Kearnan, that several people shared similar information with him.

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Kearnan believes Callagy asked Corpus about her relationship with Aenlle, not because of her gender, but because Callagy was receiving information about this from several people and had a duty of due diligence to follow up on this.

3. Treatment based on Race and/or Gender

Kearnan described Callagy as “outstanding.” He said, “He’s the last guy to get accused of what he’s being accused of – he’s the one who pushes gender identity and empowerment of different ethnicities and cultures. Look at the people around him who he promoted and hired, look at the signature on his email.”²² He said he had nothing but positive experiences with Callagy when Callagy was the Deputy County Executive and when Callagy was the Deputy Police Chief for the City of San Mateo.

H. Chris Hsiung

Chris Hsiung was Corpus’ Undersheriff from February 2023 to June 2024. He served most of his law enforcement career at the City of Mountain View, where he was Police Chief for the last two years of his tenure.

Hsiung said he is an Asian male.

1. Working Relationships

Hsiung said he knew of Callagy prior to coming to the Sheriff’s Office. He had a great working relationship with him and considered Callagy to be a true professional. He said Callagy had a solid reputation in the law enforcement community, and people thought of him with great reverence. Hsiung said his opinion of Callagy did not change after his experience at the County.

Hsiung said he did not know Corpus prior to being hired as her Undersheriff. In fall 2022, Aenlle was the one who reached out to him, introduced himself, and asked for a meeting, which eventually progressed to an offer for employment. He said that, in the beginning, they had a good, professional working relationship with a lot of optimism. Callagy wanted Hsiung to bring to the Sheriff’s Office what he had done for the Mountain View Police Department, which was a modern-minded police culture based on dignity and respect. He said the first six months, or the “honeymoon phase,” went well, with Corpus, himself, Aenlle, and Assistant Sheriff Ryan Monaghan comprising the Executive Team.

Hsiung said that, in the fall of 2023, things started to turn. As time went on, Aenlle interjected himself on matters outside his sphere of expertise and experience. One example was the Sheriff’s relationship with the city managers of contract cities, which was right up Hsiung’s alley. Another example was Aenlle and Corpus getting too involved in a potential security breach at the jail. When Hsiung tried to tell Corpus it was not appropriate for them to be involved and that they should delegate these matters, Corpus continued to micromanage. Hsiung said he also had difficult, honest conversations with Corpus about Aenlle not being qualified to weigh in on various topics. He eventually had “outright shouting matches” with Aenlle over the way Aenlle treated people.²³

²² Kearnan was referring to Callagy’s identified pronouns, which are included in Callagy’s email signature. (See, e.g., Exhibit 11.)

²³ Aenlle added that, in his 30 years with the Mountain View Police Department, he raised his voice a total of three or four times.

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Hsiung said that, around April 2024, he decided the Sheriff's Office was no longer a good fit for him leadership-wise. As an executive leader, he found Corpus to be incompetent. While she meant well, she was too involved in the day-to-day gossip, spending the Executive Team's time chasing down "whack-a-mole" rumors. Her leadership style was based on fear instead of empathy, respect, and dignity, which was counter to Hsiung's beliefs.

Hsiung said that in April 2024, he gave Corpus six months' notice to find a successor, but he was gone by June 2024. Corpus stopped communicating with him, and it appeared to him she was getting ready to terminate him, so he resigned instead. Even after he left, it was clear to Hsiung that Corpus and Aenlle were monitoring when he had meetings by looking at his old work phone, which still contained his calendar. Hsiung commented to the undersigned, "I can't work for someone who lies all the time."

Hsiung said that, in around September 2024, he met with Callagy, who reached out to check on him. During this meeting, he told Callagy about Corpus' lack of leadership and lack of executive awareness, believing it was important for Callagy, as the County Executive, to be aware of this. Callagy seemed surprised about what Hsiung told him, most likely because of Callagy's own experience running a law enforcement agency.

2. Romantic Relationships

Hsiung said he observed a few incidents that led him to believe Aenlle and Corpus were involved in a personal relationship. He said the two of them frequently ordered a single dish to share when they went out to eat. Also, when he attended a three day conference with the two of them, he texted them three separate times to meet for lunch or dinner, and they stood him up all three times. He said that while he did not witness anything more overt than this, he found the circumstances to be odd.

3. Double Overtime

Hsiung said he had some involvement in the negotiations for double overtime, but it was clear to him that there were meetings taking place without him. He said he was not aware of any meetings where Callagy was involved that Corpus was not involved. He said that, however, he did not have much insight into this issue.

4. Contracts with Cities

Hsiung said that due to "personality issues," Corpus, Aenlle, and the City of San Carlos' City Manager, Jeff Maltbie, already had a strained relationship by the time the contract for police services was up for renewal. He believes Callagy tried to be a peace broker between Corpus and Maltbie, initiating a lunch meeting to get them to move the contract along. Hsiung did not observe Callagy trying to interfere with the contract in any other way.

5. Personnel Decision

Hsiung said Monaghan was terminated about three weeks after Hsiung resigned. He found out about Monaghan's termination on the news. He was not involved in any discussions regarding Monaghan's

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termination before he left and was not aware of any “duplicity” on the part of Monaghan until he heard about this on the news.²⁴

6. Treatment based on Race and/or Gender

Hsiung said he never saw Callagy behave in any manner that supported Corpus’ allegation that Callagy treated her differently because of her race, ethnicity, and/or gender. He said, “As a male of Asian descent, I’ve never felt anything racially biased or any sort of treatment like that from Mike or any other County officials.” When asked if Corpus expressed these types of concerns to him, Hsiung said Corpus got angry at some of Callagy’s decisions, but she never mentioned that her race, ethnicity, or gender were the reason for Callagy’s treatment of her.

I. Jeff Maltbie

Jeff Maltbie is the City Manager of the City of San Carlos. He has been in this role since October 2010, and he has worked for the City since January 2001.

Maltbie said he is a Caucasian male.

1. Working Relationships

Maltbie said he has a cordial, professional working relationship with Callagy. He has known him since Callagy became the Assistant County Executive, though they met previously when Callagy worked for the San Mateo Police Department. Maltbie found Callagy responsive to the City’s needs, and they communicated with one another if either needed a “heads up” on a potential issue.

Maltbie said he had little interaction with Corpus, and none of those interactions were positive. She did not seem to be willing to work on issues in a cooperative, collaborative way. In contrast, Maltbie found Corpus’ predecessors to be cooperative and collaborative.

2. Contracts with Cities

Maltbie said the first issue he had with Corpus arose after significant rains in the County in the winter of 2023/2024. The Sheriff’s Office organized multi-jurisdictional groups to address the flooding, but Corpus excluded San Carlos. Maltbie had a very strong reaction to that; he notified the Board of Supervisors and Callagy in an email that Corpus jeopardized public safety in their community.

Maltbie said that a couple of months after this incident, he received a proposal from Corpus, through the Assistant Sheriff, changing the percentage of the Sheriff Captain’s position the City was paying for to act as their Police Chief. By way of background, Maltbie said that several years ago, the sheriff at the time approached them and asked to pay for 20% of the captain position because they wanted this captain to do some work unrelated to San Carlos. The City did not have a problem with this arrangement, so they agreed.

Maltbie said that approximately two or three months into Corpus’ tenure, during the middle of the contract term, she attempted to change the terms of the contract for the Sheriff Captain unilaterally

²⁴ Hsiung’s attorney shared that he represents both Hsiung and Monaghan.

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such that the City would pay for 100% of the cost of the Captain, but she did not explain why she wanted this. Maltbie told the undersigned that the City considers its relationship with the Sheriff's Office to be a partnership, so the City wanted to accommodate if there were issues. However, the only information the City received was, "This is what the Sheriff wants," which was a marked departure from how prior administrations handled these contracts. Therefore, the City was opposed to making the change.

Maltbie said that Callagy got involved soon after the flooding issue. Callagy set up a lunch meeting among the three of them (i.e., Maltbie, Callagy, and Corpus) in an attempt to build a better relationship between Maltbie and Corpus.

Maltbie said Callagy was supportive of Corpus. Callagy told Maltbie that Corpus was new, and the two of them should put more energy into improving the rocky start they had. Callagy encouraged him to be patient and to support Corpus, pointing out that she was elected by the voters. Callagy also told Maltbie that he was not going to take sides and that Maltbie needed to work this out.

Maltbie said he was not happy about what Callagy said. He explained to the undersigned that, at the time, San Carlos was struggling with their Police Department, including the departure of their Police Chief, Christina Bell.²⁵ While he found Corpus to conduct herself professionally, he did not find her collaborative. He did not find her engaged in trying to solve problems in a proactive way.

Maltbie said he was not aware of Callagy negatively interfering with the police services contract. Rather, Callagy's focus was to make the partnership work for everybody and to try to help improve relationships. Maltbie also said that the contract for police services was approved by the County Board of Supervisors, and because of that, Callagy has a role in the administration of this contract and is a resource for any city manager contracting with the County. Even then, when Maltbie tried to work around Corpus by going to Callagy, Callagy refused to allow this, making clear that he wanted the two of them (i.e., Corpus and Maltbie) to work it out together.

Maltbie said this contract matter was resolved by Callagy agreeing to find a way to cover the additional 20% that Corpus asked the City to pay for the first year. After that, the City would pay the additional 20%.

J. Noelia Corzo

Noelia Corzo is the Vice President of the County's Board of Supervisors. She was first elected to the Board in November 2022 and took office for her four year term in January 2023, the same time as Corpus.

Corzo said she is Latina.

1. Working Relationships

Corzo said she has a very positive, collaborative, and respectful working relationship with Callagy.

²⁵ Maltbie added that Bell seemed to be leaving the Sheriff's Office because she did not feel welcomed or valued there under Corpus' leadership. He said he and the City Council had a good working relationship with Bell and were fond of her.

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As for Corpus, Corzo said her working relationship with Corpus is currently “nonexistent.” She did not know Corpus prior to their campaigns for their respective roles. However, they got close when they were both campaigning, speaking to one another multiple times a week. When they were both elected and took office, Corzo did her best to work with Corpus in a collaborative, supportive manner. She said she went out of her way to help Corpus, but Corpus stopped communicating with her, even after they discussed working together on programs. Corzo initially chalked it up to Corpus being overwhelmed in a new role.

Corzo said that, later, when Corpus announced her first press conference regarding her allegations against Callagy, she tried to call and text Corpus, offering her support and letting Corpus know she cared what Corpus had to say. When she did not hear back, she attended the press conference, and she noted that Corpus would not make eye contact with her or speak to her. Corzo read Corpus’ September 2024 letter and was concerned about the allegations against Callagy, which were very serious to her. She supported investigating Corpus’ complaints.

Corzo said that, about a month later, at another press conference, a reporter asked Corpus about Corzo no longer standing by her. Corpus responded that Corzo never gave her a chance to speak to her. Corzo commented to the undersigned that this statement was false; Corpus lied to the public and to the media in order to protect herself.

Corzo said she is concerned for Corpus’ safety and well-being because of Aenlle. She said she expressed these concerns to Callagy, and he agreed with her concerns. She said she admired Callagy’s genuine concern for Corpus’ mental health and safety. She added that no one at the County wanted this bad situation for Corpus, and no one wanted to see her fail.

2. Release of Cordell Report via Instagram post

Corzo said she and her staff manage her Instagram page. She believes the County’s Communications Team manages the County’s Instagram page. When asked if the Communications Team reports to Callagy, Corzo said she believes they report to Iliana Rodriguez, the Assistant County Executive.

Corzo said Callagy does not have access to her Instagram page and had nothing to do with the content on her Instagram page regarding the release of a redacted version of Cordell’s report to the public. (See Exhibit 6.) She added that she does not believe Callagy has a social media account, and he does not have any knowledge of what she posts on her Instagram page. She is not aware of Callagy asking anyone else to post the Cordell report to a social media page.

Corzo said the County did not post the Cordell report to its Instagram page, nor does the County typically repost any of the Supervisors’ social media content.²⁶

Corzo said one of the slides in her Instagram post regarding the Cordell report contains a video clip of a press conference held by herself and Supervisor Ray Mueller. Corzo said Callagy did not have a role in the press conference and did not tell her or Mueller what to say.

²⁶ A review of the County’s Instagram page shows that there is no content related to the Cordell report.

3. Treatment based on Race and/or Gender

Regarding Corpus' allegations that Callagy's treatment of her was based on her race, ethnicity, and/or gender, Corzo said, "It's harmful when someone makes false allegations with those kinds of claims because people genuinely experience this treatment, and it discredits those who genuinely experience this treatment."

K. Dr. Victor Aenlle

Victor Aenlle was part of Corpus' transition team in 2022, and Corpus contracted with him when she took office in January 2023. Sometime in 2023, he was hired as Corpus' Chief of Staff.

The following is a summary of Aenlle's written responses to the undersigned's written questions. (See Exhibit 5.)

1. Working Relationships

Aenlle said his experience working with Callagy was marked by repeated examples of Callagy's overreach, arbitrary decision-making, and a disregard for due process. He said Callagy routinely made decisions without verifying facts, conducting proper investigations, or following established legal procedures.

Aenlle said Callagy's actions undermined public trust, violated principles of good governance, and exposed the County to legal and reputational harm.

2. Contracts with Cities

Aenlle said he had significant concerns about Callagy's repeated interference in the operations and autonomy of the Sheriff's Office. He said he observed Callagy interfering with contract negotiations, providing financial relief to selected contract cities, even when financial assistance was not necessary. He believes Callagy's actions undermined the Sheriff's authority and disrupted the established chain of command, leading to confusion and inefficiencies.

3. Personnel Decision

Aenlle said that in September 2024, he had an interaction or conversation with Monaghan regarding whether Monaghan participated in Cordell's investigation. He said this occurred during a brief exchange between himself, Monaghan, and Undersheriff Dan Perea in the parking lot of the Half Moon Bay station. During this interaction, Monaghan confirmed he was interviewed as part of Cordell's investigation.

Aenlle said he, command staff, rank-and-file deputies, Undersheriff Perea, and Undersheriff Hsiung all had concerns about Monaghan's job performance. As one example, Monaghan routinely held excessively long meetings (i.e., three hours long). During these meetings, Monaghan talked the whole time without leaving time for feedback or questions. This frustrated rank-and-file deputies, who brought this to Corpus' attention multiple times.

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Aenlle said Monaghan also failed to respond to critical communications and challenges in managing subordinate staff effectively and resisted directives from his supervisors. Aenlle said that even though Monaghan was given multiple opportunities to improve, and Corpus was extremely lenient with him, he still failed to meet expectations and failed to take accountability.

Aenlle said these performance concerns were part of ongoing discussions between Corpus and Hsiung and then Corpus and Perea. In fact, Hsiung told Corpus that, “Ryan [Monaghan] was not her number two,” meaning Monaghan did not have the experience, qualifications, or leadership for the position. He said Perea similarly struggled with Monaghan; Monaghan did not have the ability to lead and follow Perea’s directives and basic instructions.

Aenlle said that when Corpus hired Perea for the Undersheriff role over Monaghan, Monaghan told Corpus he was shocked and disappointed. Aenlle believes this promotion decision motivated Monaghan to collude against and unjustly persecute Corpus.

Aenlle said he had issues trusting Monaghan. While Monaghan possessed law enforcement experience, there were instances where Monaghan’s actions raised questions regarding whether he was aligned with Corpus’ objectives. He said these instances necessitated closer supervision and periodic reviews to ensure Monaghan adhered to the Sheriff’s Office’s mission and values. Aenlle described Monaghan as “a person of all talk, no action, and lacking command presence.”

Aenlle said Callagy and Monaghan have a long-standing personal relationship, dating back to the time they both worked for the City of San Mateo Police Department. He believes Monaghan considered Callagy his mentor, even acknowledging as much during Monaghan’s graduation speech from Naval Academy.²⁷ Aenlle believes the bond between Callagy and Monaghan influenced Monaghan’s actions and communication style, raising concerns about conflicts of loyalty on the part of Monaghan.

L. James Johnson²⁸

James Johnson is a resident of the County. He has never been an employee of the County, though he applied to be on the County’s grand jury. He said he is active in politics, working for Hilary Clinton’s campaign, Joe Biden’s campaign, and Tom Perez’s campaign (the head of the Democratic National Convention).

Johnson said he is male and Hispanic.

1. Interactions with and regarding Corpus and Callagy

Johnson said he does not have a work-related connection to Corpus, nor does he have a friendship with her. He said he has known her “a scant amount” since her campaign for Sheriff, having a couple of conversations with her. He connected Corpus to some powerful political leaders, such as Tom Perez.

Johnson said he does not know Callagy, though he had one conversation with him. This conversation took place sometime around November 2024, prior to the vote on Measure A (the ballot measure giving

²⁷ According to Monaghan’s LinkedIn profile, he received his Master of Arts at the Naval Postgraduate School.

²⁸ Corpus’ attorneys requested that the undersigned speak to Johnson. Johnson sent the undersigned a follow-up email after his interview, confirming the information he discussed during his interview. (See Exhibit 21.)

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the Board of Supervisors the authority to remove the Sheriff for cause). He said Callagy was out with his wife, drinking at a bar in San Carlos called "Faith & Spirits." Johnson was there as well.

Johnson said he approached Callagy when Callagy was returning to his seat after ordering drinks from the bar. He introduced himself and asked Callagy questions for about ten minutes regarding the process to remove the Sheriff from office. He confronted Callagy with information he heard from people who know Callagy well. For example, Johnson heard information about Callagy from Becky Arredondo, a therapist who worked for the District Attorney's Office who is now retired.²⁹ Johnson said Arredondo worked for the County for 35 years, lived next door to Callagy, and told Johnson that she had conversations with Callagy. When Arredondo recounted those conversations to Johnson, Johnson thought from how Johnson described the conversations that Callagy spoke to Arredondo in a way that sounded "retaliatory" towards Corpus.³⁰

Johnson said Callagy responded to his comments at Faith & Spirits in a way that also sounded "retaliatory" towards Corpus. When asked what Callagy said that felt retaliatory to him, Johnson said he told Callagy that the people of San Mateo County voted for Corpus, and what he was doing to remove her was based off his personal agenda and nothing else. Callagy looked at Johnson and said, "I know what I'm doing. I know what I need to do in order to remove the Sheriff. I know how to get her out." When Johnson responded that the people of the County needed to be involved in the process and that Callagy should be collecting petitions, Callagy looked at him again and said, "I know what the hell I'm doing" or "I know what I'm doing to get her out." Johnson then told Callagy, "I think what you're doing is based off retaliation against her, based on political connections you had with the previous sheriff."³¹

Johnson believes Callagy and Retired Sheriff Carlos Bolanos are "extremely" good friends, and along with District Attorney Stephen Wagstaffe, are working together to remove Corpus because she does not follow their norms. Johnson said he had conversations with numerous people who are connected to Callagy and Bolanos who told him this (he would not say who these people were). In addition, Johnson confronted Bolanos about this when he saw Bolanos at the Bay Club, the gym they both go to. He said he had dozens of conversations with Bolanos, and Bolanos acknowledged to him that he talks to Callagy "all the time" in order to give him advice and guidance. Johnson also said he had over a hundred pictures of Bolanos and Wagstaffe headed to events and meetings together, demonstrating their close

²⁹ According to her LinkedIn profile, Becky Arredondo was a Clinical Services Manager for Forensic Mental Services at Correctional Health Services.

³⁰ When asked about this, Callagy said he is familiar with Arredondo because their daughters used to play volleyball together approximately ten years ago. They were not neighbors. He said he has not seen or spoken to Arredondo in a long time. He said he did not have conversations with Arredondo about Corpus, and in fact, he does not believe Corpus was in office the last time he spoke to her.

³¹ When asked about this, Callagy said he recalled this encounter, but he did not know Johnson's name and was never introduced to him. He said he walked over to Johnson at Faith & Spirits after Johnson waved him over. This was the first time he had any encounter with Johnson, and he has not seen Johnson since. Callagy said this was a brief, 20 second encounter in which Johnson told him something to the effect of, "I know the Sheriff and Victor. I've known them for a long time. I know they're trying to do the right thing. They know what they're doing, so leave them alone." Callagy said he responded, "We know what we're doing also," and walked away. He did not say, "I know what I'm doing. I know what I need to do in order to remove the Sheriff. I know how to get her out." Callagy said he would not say something like this to anyone. When asked if Johnson told him he was retaliating against Corpus, Callagy said Johnson did not say this at all.

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friendship.³² Johnson believes Callagy, Bolanos, Wagstaffe, and DSA President Carlos Tapia fostered a “good ol boy network” that wants to be in control of the Sheriff’s Office.³³

Johnson told Bolanos that Callagy is actively working to undermine and remove Corpus, including by unethical and potentially corrupt means. Bolanos agreed with this and added that Callagy was not the only one at the County who was corrupt. He told Johnson that he should pay attention to Corpus and Aenlle as well, since they, too, were both corrupt. However, Johnson does not believe this. When asked why he does not believe Corpus and Aenlle are corrupt, Johnson said, “I just don’t believe they are. I had hundreds of conversations with Carlos. I had hundreds of conversations with [Corpus].”³⁴

Johnson said Callagy wants to remove Corpus from office because Callagy is heavily influenced by Bolanos. He commented, “Carlos [Bolanos] and Callagy are good friends. I know that for a fact. That is not hearsay.” When asked how he knew this, he said he heard about this from Becky Arredondo. When asked if he based this information on anything that was not hearsay, he said he had photo evidence of Wagstaffe and Bolanos frequently spending time together.³⁵

When asked about Callagy’s unethical and potentially corrupt means, Johnson said he was referring to Callagy’s premeditated thoughts of how he was going to remove Corpus from office before collecting evidence to do so. He believes Callagy’s comment, “I know what I’m doing, I know the process to get her out” referred to a systematic sequence of events, or a roadmap, to remove the Sheriff. For instance, Johnson believes the dossier that Judge Cordell assembled for her report was started by Callagy. When asked how he knew this, Johnson said, “Ask John Nibbelin for the contract for that report. They don’t want to show it. Ask them to show you the contract. Callagy hired this judge to do this report. Callagy was instrumental in many ways in hiring Cordell.” When asked how he knew this, Johnson said, “I’m very confident.”

Johnson also said he had dozens of conversations with Sergeant Stephen Pettit over the course of about 50 dinners where they discussed Corpus and Callagy. He does not believe Pettit is supportive of Corpus because Pettit has a strong relationship with Bolanos. He said Pettit gave him a lot of damaging information about Bolanos and Callagy.³⁶

2. Romantic Relationships

Johnson said he knows for a fact that Callagy asked Corpus if she was dating Aenlle and that Corpus responded that her dating life was none of Callagy’s business. When asked how he knew this, Johnson said he does not want to reveal his source.

³² The undersigned requested a copy of the photos, and Johnson said he would provide them, but he did not do so.

³³ When asked about this, Callagy said he is not friends with Bolanos, and in fact, they had a strained relationship at the time of Bolanos’ departure. He has not spoken to Bolanos in years, since Bolanos left office. Callagy said he is friends with Wagstaffe, but they do not socialize outside of work. He does not know if Bolanos and Wagstaffe are friends. Callagy said the allegation that he is working with Bolanos and Wagstaffe to take control over the Sheriff’s Office is “crazy.”

³⁴ When the undersigned asked Johnson about his earlier statement that he only spoke to Corpus on a few occasions, Johnson said that after the Measure A election, he had “dozens” of conversations with her and told her he was planning on filing a lawsuit against the County himself.

³⁵ Johnson did not say that he had photos of Callagy and Bolanos together.

³⁶ When asked about Pettit, Callagy said he does not know who this is.

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Johnson said he saw Corpus with her children two or three dozen times at a restaurant in Burlingame called "Farm and Vine." He never greeted her or introduced himself when he saw her there. He said there were a handful of occasions when he saw Aenlle there with Corpus, and it appeared as though they were returning from an event. Johnson said he never saw them kissing or holding hands or engaging in any other behavior that would indicate they were romantically involved.

VI. FINDINGS AND DISCUSSION

The findings in this Confidential Investigative Report do not reach questions of law as to whether the alleged misconduct supports a violation of applicable laws but instead are factual findings. The undersigned utilizes a legal analysis in reaching the determinations in this Report. These determinations, however, are not intended to equate to a finding that applicable laws were violated.

The investigator analyzed the facts and determined whether the allegations were with or without merit under a preponderance of the evidence standard. "Preponderance of the evidence," for purposes of this Report, means that the evidence on one side outweighs, or is more than, the evidence on the other side. This is a qualitative, not quantitative, standard.

The investigator has drawn the conclusions in this Report from the totality of the evidence and a thorough analysis of all the facts, and where necessary, has made credibility determinations. The investigator considered and gave appropriate weight to information that might be considered to be hearsay in legal proceedings. Finally, while numerous hours were spent reviewing documents and interviewing witnesses, this Report does not purport to include every detail as described by the individuals involved. Rather, it assesses the important facts as they pertain to the incidents investigated.

The investigator is not determining whether the below findings constitute a violation of the County's policies and/or improper conduct under California or Federal law. That determination should be made by the County along with what corrective and remedial action is appropriate.

A. Did Michael Callagy direct Christina Corpus to inform him of when and who she dated within the County?

Not sustained. A preponderance of the evidence does not support a finding that Callagy directed Corpus to inform him of when and who she dated within the County.

In her September 22, 2024 letter, Corpus said that Callagy made an inappropriate and offensive request during their first meeting: to inform Callagy of when and who she dated within the County.

Callagy denied doing this. He said that, rather, he asked Corpus about her personal relationship with Dr. Victor Aenlle out of concern for a potential conflict of interest. He said he did so after receiving multiple concerns about these rumors.

As noted above, the undersigned did not have the opportunity to speak to Corpus. Without a live interview, there is no opportunity to hear the individual's story directly, request clarifications, probe motives, or ask follow-up questions. This made it difficult to assess Corpus' credibility.

In addition, when given the opportunity to provide more specifics and details to her account, Corpus spoke in generalities and repeated much of the same information she shared in her September 2024

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letter, her government claim, and her Civil Rights Division complaint. (See Exhibit 4.) The few details she provided did little to bolster her account.

Further, Callagy's account appeared inherently more plausible on its face. Callagy gave a detailed, specific account of the reasons behind why he inquired with Corpus about her relationship with Aenlle, whereas Corpus' account portrayed their discussion as a random directive given with no context during their first meeting. Given the background and context provided by Callagy, Callagy's version was more plausible and thus carried more weight.

In addition, several witnesses corroborated Callagy's account that there were concerns about the nature of Corpus' and Aenlle's relationship. While nearly all of them acknowledged that they did not observe anything directly in Corpus' and Aenlle's actions, many witnesses stated they had reason to believe Corpus and Aenlle were more than just professional colleagues:

- Rocio Kiryczun said she reviewed the anonymous whistleblower complaint regarding Corpus and her "boyfriend," Aenlle. (See Exhibit 7.)
- Adam Ely heard of "strong evidence" that a romantic relationship existed between Corpus and Aenlle.
- Carlos Tapia and Chris Hsiung discussed specific examples of incidents that led them to believe Corpus and Aenlle were romantically involved.
- Paul Kunkel described Corpus and Aenlle as "a cult of two."
- Jeff Kearnan said he received confirmation of an affair between Corpus and Aenlle from Corpus' husband.

While some of these witnesses, such as Tapia, had strong motive to overstate their accounts to Corpus' detriment, the fact that so many witnesses were consistent with one another regarding what they heard and observed bolstered all of their accounts.

In light of the witnesses' credible evidence, it was reasonable and expected that Callagy, as the County Executive, would have heard about these concerns or had these concerns reported to him, as he said. Indeed, this was supported by the documentary evidence with the anonymous written whistleblower complaint (see Exhibit 7), and Kearnan said he spoke to Callagy directly. In addition, it was reasonable, plausible, and expected for Callagy to go directly to the source and ask Corpus about her and Aenlle's relationship in order to explore whether he needed to address a potential conflict of interest regarding Aenlle's contract with the County. This further bolstered Callagy's version of his conversation with Corpus.

For these reasons, there is not sufficient evidence to support Corpus' version of the meeting between her and Callagy. Moreover, the evidence tends to support that Callagy appeared to have a legitimate business-related reason to ask Corpus about her relationship with Aenlle. Therefore, this allegation is not sustained.

B. Did Michael Callagy negotiate and agree to double overtime with the Deputy Sheriffs' Association without discussing the decision with Christina Corpus first?

Not sustained. A preponderance of the evidence does not support a finding that Callagy negotiated and agreed to double overtime with the Deputy Sheriffs' Association without discussing the decision with Corpus first.

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In her September 2024 letter, Corpus said, “One glaring example [of Callagy overstepping his authority] 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.”

Callagy denied doing this. He said Corpus was involved in the decision and negotiations and told him from the beginning that she supported the suggestion for double overtime.

Several witnesses corroborated Callagy’s account.

- Michelle Kuka, who was directly involved in negotiations, said she did not agree with the statement that Corpus was not consulted before the County agreed to double overtime with DSA.
- Adam Ely also corroborated Callagy’s account of a conversation Ely had with Aenlle, in which Aenlle told Ely that he did not approve of double overtime, but Corpus was supportive of it.
- Carlos Tapia called Corpus a “liar” and gave a detailed account of Corpus’ involvement from the very beginning.

In addition, the documentary evidence supports that Corpus was copied on several emails regarding the negotiations into double overtime and that Callagy was deferential to Corpus. (See Exhibits 13-19.) This further diminished Corpus’ assertion that she was not consulted before double overtime was agreed to.

Corpus made broad, sweeping allegations regarding the negotiations for double overtime, which was contradicted by the witnesses and the documentary evidence. Absent clarification from her regarding what, exactly, was decided without her involvement, there is not sufficient evidence to sustain her allegation.

C. Did Michael Callagy negatively interfere with Christina Corpus’ negotiations for contract city police services?

Not sustained. A preponderance of the evidence does not support a finding that Callagy negatively interfered with Corpus’ negotiations for contract city police services.

In her September 2024 letter, Corpus said, “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.”

Callagy said he, as the County Executive, offered to pay for part of the contracts for the cities of San Carlos, Half Moon Bay, and Portola Valley because those city managers were concerned about the new contract terms Corpus was proposing. He said he did this in an effort to avoid a public political dispute for Corpus since she was new to her role as Sheriff.

Adam Ely, Chris Hsiung, and Jeff Maltbie all corroborated Callagy’s account. Ely said these types of conversations with cities were “entirely normal” for the County Executive. Hsiung said Callagy was trying to be a peace broker for Corpus and Maltbie, and Callagy did not try to interfere with the contracts with the cities in any other way. Maltbie also said he was unhappy with what Corpus was trying to do with the contracts, and he was also not happy with Callagy’s efforts to support Corpus, but he acknowledged

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Callagy appeared to be motivated to assist him and Corpus in coming to an agreement and having a positive working relationship.

The undersigned found all three witnesses' accounts to be credible. Hsuing had the opportunity and capacity to observe the issues that arose with the cities and their contracts, given his experience, expertise, and his role as the Undersheriff. Maltbie is not an employee of the County, giving him the ability to speak candidly, and he expressed his dissatisfaction with how both Callagy and Corpus handled the situation, making him appear more balanced and less biased in favor or against one party over the other. Ely is Callagy's direct report, giving him potential motive to provide evidence in Callagy's favor, but his account was consistent with Hsiung's and Maltbie's accounts and appeared plausible on its face.

The undersigned also considered that several witnesses corroborated Callagy's account that he was supportive of Corpus and wanted her to succeed. Ely, Maltbie, Rocio Kiryczun, Jeff Kearnan, Paul Kunkel, and Carlos Tapia all corroborated this. (See also Exhibit 8.) This gave Callagy little motive to interfere with and undermine Corpus' authority.

One witness corroborated Corpus' account. Victor Aenlle expressed similar concerns about Callagy's interference with negotiations with cities for police services. He said Callagy provided financial relief to cities, even when doing so was unnecessary. Aenlle was credible in that he was Corpus' Chief of Staff, so he had the opportunity and capacity to directly observe what occurred based on his close working relationship with Corpus. This corroboration from Aenlle tended to bolster Corpus' account.

However, Callagy acknowledged that the cities likely had reserve funds, but he cited to potential political blowback on Corpus as his motivation for providing financial assistance to the cities. For the reasons discussed above, the undersigned found this explanation plausible and credible. In addition, by many witness accounts, Aenlle has a bias in favor of Corpus, making his account less reliable. Also, based on the plain language of his written response to the undersigned's questions (Exhibit 5), it appears Aenlle has a strong bias against Callagy. As such, the undersigned did not give as much weight to Aenlle's evidence as other witnesses.

For these reasons, there is not sufficient evidence to support that Callagy negatively interfered with Corpus' negotiations for contract city services.

D. Did Michael Callagy block Assistant Sheriff Ryan Monaghan's termination? If so, what were the circumstances?

Sustained. A preponderance of the evidence supports a finding that Callagy blocked Monaghan's termination. A preponderance of the evidence supports a finding that Callagy did so because of his concerns about legal liability due to a potential retaliation claim on the part of Monaghan.

In her September 2024 letter, Corpus said Callagy "blocked the process of the termination of Assistant Sheriff Ryan Monaghan, a decision squarely within my authority and purview as the elected Sheriff ... 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 ... To also suggest that Dr. Aenlle's benign conversation regarding Monaghan's participation in Judge Cordell'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

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passing.” Corpus then said she decided to terminate Monaghan because of his “performance duplicity” and “failure to execute the goals of the Sheriff’s Office expeditiously.”

Callagy said he had concerns about Monaghan’s termination because he learned it was close in time to a conversation between Monaghan and Aenlle in which Aenlle asked Monaghan about his participation in the Cordell investigation. After consulting with the County Attorney and certain Board members, he sent a letter to Corpus, informing her that he directed Rocio Kiryczun to stop the termination. He said he did this in order to limit or avoid potential legal liability.

Callagy acknowledged that he blocked Monaghan’s termination. In addition, Callagy’s action is supported by the documentary evidence. (See Exhibit 10, dated September 21, 2024, one day before Corpus’ letter to then Board President Slocum.) Because this allegation is uncontested, it is sustained.

The question then turns to Callagy’s motive to block Monaghan’s termination. Corpus believes Callagy did so to exert control over her office. Callagy said he did so because of his concerns about a potential retaliation claim on the part of Monaghan.

By Corpus’ own account, Aenlle and Monaghan had a conversation or some sort of exchange about Cordell’s investigation. Aenlle also acknowledged that this occurred. (See Exhibit 5.) Even assuming Corpus’ assertion that the conversation was “innocuous” is true, it was plausible and reasonable for Callagy to take precautionary measures in light of the fact that Cordell’s investigation was still pending at the time.³⁷ Corpus’ assertion that Callagy should have spoken to her first before giving the directive seems somewhat unreasonable in light of the tense relationship between her and Callagy due to the scope of Cordell’s investigation. That is, if Callagy inquired with Corpus about the exchange between Aenlle and Monaghan while Cordell’s investigation was pending, Callagy could have been accused of interfering (which, incidentally, he is alleged to have done per Corpus’ September 2024 letter). Considering the high stakes of Cordell’s investigation, it was understandable why Callagy would not want to do this.

In addition, other witnesses stated that they had not heard of any job performance issues regarding Monaghan, which diminished Corpus’ assertion for the reason behind his termination. In particular, Rocio Kiryczun, Michelle Kuka, and Katy Roberts, all of whom are advisors to the Sheriff’s Office on labor and employment-related matters, stated that they were not aware of any issues regarding Monaghan. This lack of corroboration from these three witnesses, who would presumably be consulted with, and in fact were consulted with in the past, diminished Corpus’ assertions.

Moreover, other witnesses who worked closely with Corpus and Monaghan, who would presumably have been involved if Monaghan had job performance issues, did not corroborate Corpus’ allegation in this regard. Paul Kunkel and Chris Hsiung, who were also on the Executive Team, said they were not involved in the discussions regarding Monaghan’s termination. Kunkel in particular stated that Corpus’ description of Monaghan made no sense, and Hsiung said he did not know of any “duplicity” on Monaghan’s part.

³⁷ According to publicly available information, Cordell was retained to conduct the investigation on July 10, 2024. Monaghan was terminated by Corpus on September 20, 2024. The County released Cordell’s report to the public on November 12, 2024. (See <https://abc7news.com/post/timeline-san-mateo-county-sheriff-christina-corpus-investigation/15548538/>)

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Aenlle corroborated Corpus' assertions regarding Monaghan's job performance issues. He gave the example of Monaghan's lengthy three-hour meetings and the complaints raised by deputies about their inability to engage during these meetings. This bolstered Corpus' claim that she had some basis to be concerned about Monaghan's job performance.

However, this one example by Aenlle did little to explain why Callagy allegedly acted prematurely in stopping Monaghan's termination. Without additional details, this appeared to be a relatively minor issue that could have been addressed, and on its own, did not appear to justify a termination. Otherwise, Aenlle provided broad, general statements about Monaghan's job performance issues with little factual basis. In addition, Hsiung did not corroborate Aenlle's assertion that Hsiung had regular communications with Corpus about Monaghan's job performance issues. The undersigned tended to give Hsiung's account more weight than Aenlle's in light of Hsiung's forthcomingness and lack of motive to overstate or understate his account on this allegation.

To note, while it is possible that Undersheriff Dan Perea could have provided additional evidence regarding this incident, Perea stopped responding to requests to participate in this investigation. The lack of supporting evidence from Perea did not move the needle in terms of bolstering Corpus' claim.

When considering this evidence on balance, the evidence tends to support Callagy's assertion that he stopped Monaghan's termination because of his concerns about a potential liability due to a retaliation claim, not because he wanted to take over the Sheriff's Office.

E. Did Michael Callagy publicly release Retired Judge LaDoris Cordell's investigation report via an Instagram post?

Not sustained. A preponderance of the evidence does not support a finding that Callagy publicly released Cordell's investigation report via an Instagram post.

In her December 19, 2024 government claim, Corpus said, "On or about November 13, 2024, in an Instagram Post, Supervisor Corzo and County Executive Michael Callagy, also violated the rights afforded to all peace officers in the State of California by releasing confidential and one-sided investigations of Sheriff Corpus. Every member of law enforcement in California is entitled to rights of privacy which the county and other defendants have maliciously violated."

Callagy denied that he did this.

Corpus' allegation appeared to be based on little more than conjecture. In addition, Supervisor Noelia Corzo supported Callagy's denials. Corzo said Callagy had nothing to do with her social media posts. Corzo had little motive to fabricate this information.

Also, the documentary evidence did not support that Callagy was involved in the social media posts. (See Exhibit 6.)

As such, this allegation is not sustained.

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F. If any of the above allegations are sustained, did Michael Callagy treat Christina Corpus in this way because of her race, ethnicity, and/or gender?

Not sustained. A preponderance of the evidence does not support a finding that Callagy treated Corpus differently because of her race, ethnicity, and/or gender.

While most of the allegations above were not sustained, and the circumstances of the one allegation against Callagy that was sustained was already addressed, the undersigned will still briefly explore Corpus' allegation that Callagy treated her poorly or differently because she is Latina.

As with many of her other allegations, Corpus made this assertion against Callagy based on broad, sweeping statements without providing a factual basis for the assertion. None of the witnesses interviewed supported that they observed incidents of Callagy treating Corpus, themselves, or others poorly due to a discriminatory animus. Also, witnesses of similar racial, ethnic, or gender backgrounds as Corpus stated that they had a positive working relationship with Callagy, such as Rocio Kiryczun and Carlos Tapia. Their positive experiences with Callagy made it less likely that race, ethnicity, and/or gender were a factor in how Callagy treated people. (See also Exhibit 20.)

One witness expressed concerns about Callagy's treatment of Corpus: County resident James Johnson. However, the undersigned gave little weight to Johnson's account. Much of his information was based on hearsay from witnesses he would not always identify. Moreover, he had but one direct interaction with Callagy that, by his own account, was confrontational and accusatory towards Callagy, and he gave inconsistent statements regarding his interactions with Corpus (i.e., he initially stated he did not know Corpus and then later stated he spoke to her "hundreds" of times). Also, Johnson did not speak to the question of gender or racial bias.

Without additional details for the basis of Corpus' allegation, there is insufficient evidence that Callagy treated Corpus differently than others because she is Latina. Therefore, this allegation is not sustained.

Respectfully submitted,



Christina Ro-Connolly



Amy Oppenheimer

Exhibit 1



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.

Recipient Name

Date

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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 Cordell'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 investigations 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.

Recipient Name

Date

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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.

Recipient Name

Date

Page 4

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

Exhibit 2

CLAIM AGAINST THE COUNTY OF SAN MATEO

(Please print legibly or type. Please do not use pencil)

Claimant's Name:	Christina Corpus		
Claimant's Address:	c/o Brad Gage Law, APC- 23002 Victory Blvd		
City: Woodland Hills	State: CA	ZIP Code: 91367	Phone: (818) 340-9252
Amount of Claim:	\$ 10,000,000.00		

Address to which notices are to be sent (if different than above):	RECEIVED IN THE OFFICE OF DEC 19 2024
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Date of incident: 12/ 03 / 2024	Location of Incident: See attachment.	CLERK OF THE BOARD OF SUPERVISORS
--	--	--------------------------------------

WHAT particular action by the County or its employees caused the alleged damage or injury. How did it occur (describe damage or loss):

See attachment.

Name of Public Employee(s) causing injury, damage, or loss (if known):

1. See attachment.
- 2.

Itemization of Claim: List Item(s) that total the amount above:

1. Discovery Continues.	\$
2.	\$
3.	\$
4.	\$
TOTAL	\$

I declare under penalty of perjury that the foregoing is true and correct:

Dated at San Francisco, California,

on December 18, 2024.

Signature of Claimant: /s/ Christina Corpus

Return to: CLAIMS, Board of Supervisors, 400 County Center, Redwood City, CA 94063

Bradley C. Gage*

Wayne Smith

*A PROFESSIONAL LAW CORPORATION



Milad Sadr

Sarah E. Gage

23002 VICTORY BOULEVARD ~ WOODLAND HILLS, CA 91367 ~ (818) 340-9252 ~ FAX (818) 340-9088
brad@bradgagelaw.com milad@bradgagelaw.com wayne@bradgagelaw.com sarah@bradgagelaw.com

December 18, 2024

GOVERNMENT CLAIM FACTUAL STATEMENT

SUMMARY

This is a case about a County discriminating against, harassing and defaming a dedicated public servant because the defendants do not want either a woman or a Latin X person as the head of their Sheriff's Department. Yet, the public saw that Sheriff Christy Corpus was the leader they needed in light of claims of mismanagement and improper conduct by the prior administration. To accomplish their evil scheme Noleioa Corzio disclosed confidential information from a police officer personnel investigation in violation of Sheriff Corpus' rights under the Peace Officers Bill of Rights (POBR) and defamed Sheriff Corpus outside of the litigation context.

Compounding the violations, Retired Judge Cordell presented what appeared to be a complete investigation to skewer Sheriff Corpus with false allegations and unsupportable "findings." We now know that there was fraud by the defendants in connection with that "investigation." Specifically, 29 pages of interviews were left out of what was misrepresented to be a complete transcript. Those pages which were exculpatory demonstrate that the supposedly "independent investigation" was anything but independent. It is amazing what some Judges will do for money. While we know the County paid Judge Cordell for her hit piece, we do not yet know how much was paid, but that is the subject of a public records act request which we seek as part of this Government Claim and will ask for separately as well.

Judge Cordell was hired to investigate the sheriff's office at the request of County Executive Mike Callagy.

The defendants have now used the false investigation to seek a special recall never used before and that will terminate after Sheriff Christy Corpus' term expires, to try and fire her on false accusations. It is time to fight back and bring the truth out. This Government claim is just the first part of that process.

FACTS

Sheriff Christy Corpus has helped to protect and serve our communities for 25 years, honorably serving the County of San Mateo throughout that time. She was elected Sheriff on or about June 7, 2022 because the public wanted to improve accountability and transparency in the Sheriff's Department. However, there are some who do not want to embrace honesty and accountability. As a result, they have tried to

spread false and salacious rumors about Sheriff Corpus. Some of those detractors do not like the fact she is the first female and first Latin X Sheriff in the 167 year history of the Sheriff's Department. But racism, harassment discrimination and retaliation are not legal.

To accomplish its discrimination, Defendant San Mateo County retained retired judge, LaDoris Cordell. As noted by ABC, the supposedly full and official transcript of the tape recorded interviews that Judge Cordell performed was not true. Most of the Judge's interviews were not recorded at all. Why would a Judge violate legal canons of honesty and credibility? Approximately 29 pages of tape recorded statements that refute the report that Cordell prepared were left out of her transcript. Other witnesses that Cordell supposedly relied upon have not been identified. Obviously, if Cordell would cover up part of the tape recorded interviews, she is likely to mis-state what folks said to her when not tape recorded at all.

One of the defamatory allegations is that Victor Aenlle was supposedly giving orders to Sheriff Christy. Yet, all tape recorded interviews that Cordell received prove the allegation is false. Nevertheless, members of the Board of Supervisors, like Supervisor Corzo have relied upon the Cordell investigation to maliciously attack and malign the character of Sheriff Corpus.

Cordell also made false accusations against Victor Aenlle who previously worked in real estate and private security for several years. Cordell accused Aenlle of continuing to perform such outside work after joining the Sheriff's Department, but he did not. When Judge Cordell asked Aenlle if he had any outside employment, he responded, "no ma'am." In concluding that Aenlle broke sheriff's office rules by having "outside employment that has not been approved," Cordell cited to a Linked in account and an anonymous employee claiming Aenlle was showing houses one day this year. Of course, we all know why employees would remain anonymous, it allows them to lie with impunity.

Cordell confused Coldwell Banker with CBRE. Cordell thought that CBRE meant Coldwell Banker Real Estate when in fact it stands for CB Richard Ellis. Yet, Cordell erroneously thought that Aenlle had a conflict of interest in negotiating a lease for a new substation and childcare center for employees at the substation because of working for Coldwell Banker.

CB Richard Ellis is a global commercial real estate giant on the Fortune 500. Coldwell Banker is an unaffiliated regional real estate firm. Nevertheless, Judge Cordell believed that Aenlle must have known the CBRE broker on the property. The Judge never contacted the CBRE Broker, Bob McSweeney, but ABC reporter Dan Noyes did and confirmed that neither McSweeney nor Aenlle knew one another before the childcare and substation lease.

The final report by Cordell is apparently 400 pages long. Easy to omit the key 29 pages, when interspersed through that report. Could it possibly be a coincidence that the missing pages are the most significant exculpatory statements? A retired judge would not normally be so sloppy. So was it possibly mere negligence and sloppiness or something more sinister? When considering the totality of events and how this one-sided report has been used to defame Sheriff Corpus and seek to terminate her, the odds of an innocent mistake seem harder to believe than winning the lottery.

How does Judge Cordell explain that page 49 is missing from her report? That is where Aenlle told the judge, "And just for the record, ma'am, I guess I want to make sure that it isn't misunderstood: I never in any capacity or by myself... benefited from any, any deals or been representing myself as a broker or agent at all whatsoever." Did the Independent Investigation Fairy pluck the exculpatory page from the report?

Cordell also thought she found a potential misdemeanor by Aenlle and Corpus because Aenlle had a gold

badge with a "Chief of Staff" rocker "allowing him to impersonate a full-time, salaried sworn employee with full police powers" as reported by ABC. The same "Independent Investigation Fairy" snatched the responses by Aenlle to this malicious and false accusation as well. Missing is the testimony about the badge in which it is revealed, "all sworn personnel and civilian staff have gold badges." Moreover, Aenlle has been a sworn reserve deputy for 17 years in the San Mateo Sheriff's Department.

Cordell apparently never checked the qualifications and training of Aenlle though it was easily available. Individuals have apparently misconstrued his background and qualifications as well, perhaps mistakenly relying on the incorrect report by Cordell.

On or about November 13, 2024 in an Instagram Post, Supervisor Corzo and County Executive Michael Callagy, also violated the rights afforded to all peace officers in the State of California by releasing confidential and one-sided investigations of Sheriff Corpus. Every member of law enforcement in California is entitled to rights of privacy which the county and other defendants have maliciously violated. Corzo even falsely sated on her Instagram, on or about November 26, 2024, "We don't have a sheriff we can trust," further claiming, "about why our sheriff is not trustworthy."

Corzo brought up false allegations against Sheriff Corpus again on December 3, 2024. County Executive Michael Callagy, appears to be more interested in seeking details of Sheriff Corpus' private life, going so far as falsely implying, and questioning about the Sheriff's romance. In connection with harassment, discrimination, retaliation (including whistle blower retaliation) the San Mateo Board of Supervisors initiated the unprecedented act of seeking a special election for March 4, 2025 to remove the first ever Latina Sheriff. Such racial and ethnic targeting is not constitutional and subject to injunctive relief.

As part of the attempts to malign Corpus, and Aenlle, criticisms were leveled about improvements made to the new sheriff's headquarters. Sheriff Corpus wanted the plans of the building to be looked at because no one ever had done so. That transcript is also mysteriously missing, but the tapes apparently show that Aenlle was extremely concerned about the lack of security at the building including lack of key card readers, surveillance cameras, safety doors or metal detectors. \$750,000 of security had to be added to improve the safety of the building for employees (civilian and sworn) who are obvious targets because they are law enforcement agencies. This of course is less than the approximately \$800,000 per year that County Executive Michael Callagy reportedly receives.

Very truly yours,
Brad Gage Law
A Professional Corporation
/s/ Bradley C. Gage
Bradley C. Gage

Exhibit 3

Bradley C. Gage*

Wayne Smith

*A PROFESSIONAL CORPORATION



Milad Sadr

Sarah Gage

23002 VICTORY BOULEVARD ~ WOODLAND HILLS, CA 91367 ~ (818) 340-9252 ~ FAX (818) 340-9088
brad@bradgagelaw.com milad@bradgagelaw.com wayne@bradgagelaw.com sarah@bradgagelaw.com

February 11, 2025

RECEIVED

FEB 13 2025

SENT VIA USPS

County of San Mateo
500 Country Center
Redwood City, CA 94062

COUNTY EXECUTIVE

Re: CRD Matter Number: 202502-28088411 by Christina Corpus

To Whom It May Concern:

Enclosed please find a copy of the CRD complaint, Notice of Case Closure, and Right to Sue filed against County of San Mateo by Christina Corpus. .

If you have any questions, please do not hesitate to contact our office.

Very truly yours,
Brad Gage Law, APC
/s/ Natalie Tabibian
Natalie Tabibian, assistant to:
Bradley C. Gage



Civil Rights Department

KEVIN KISH, DIRECTOR

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

February 11, 2025

Christina Corpus
23002 Victory Blvd
Woodland Hills, CA 91367

RE: **Notice to Complainant**
CRD Matter Number: 202502-28088411
Right to Sue: Corpus / County of San Mateo

Dear Christina Corpus:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. If you do not have an attorney, you must serve the complaint yourself. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

KEVIN KISH, DIRECTOR

651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

February 11, 2025

RE: Notice of Filing of Discrimination Complaint
CRD Matter Number: 202502-28088411
Right to Sue: Corpus / County of San Mateo

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

February 11, 2025

Christina Corpus
23002 Victory Blvd
Woodland Hills, CA 91367

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202502-28088411
Right to Sue: Corpus / County of San Mateo

Dear Christina Corpus:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective February 11, 2025 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

1 **Additional Complaint Details:** Complainant does not reside in Woodland Hills, it is a
2 computer default.

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1 VERIFICATION

2 I, **Christina Corpus**, am the **Complainant** in the above-entitled complaint. I have
3 read the foregoing complaint and know the contents thereof. The matters alleged are
4 based on information and belief, which I believe to be true. The same is true of my
5 own knowledge, except as to those matters which are therein alleged on information
6 and belief, and as to those matters, I believe it to be true.

7 On February 11, 2025, I declare under penalty of perjury under the laws of the State
8 of California that the foregoing is true and correct.

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28
Woodland Hills, CA



BRAD GAGE LAW, APC
(818) 340-9252
23002 Victory Blvd
Woodland Hills, CA 91367

RECEIVED

FEB 13 2025

NOT COURTS

COUNTY EXECUTIVE

County of San Mateo
500 County Center
Redwood City CA 94062



Exhibit 4



INVESTIGATIONS | TRAININGS | MEDIATIONS

April 1, 2025

Sheriff Christina Corpus
c/o Thomas Mazzucco
Christopher Ulrich
Murphy, Pearson, Bradley & Feeney, P.C.

RE: Questions for Sheriff Corpus

Dear Sheriff Corpus,

I had a chance to read your September 2024 letter addressed to then Board President Warren Slocum. I also had a chance to read your tort claim and your claim filed with the Office of Civil Rights. I have some questions for you that would help me better understand your concerns.

September 2024 Letter

- 1) I seem to be missing context – is there some background you’d like to share with me regarding Michael Callagy that led to you write the September 2024 letter?
- 2) You alleged sexual harassment on the part of Michael Callagy. What were the incidents that you believe constitute sexual harassment, and what happened?
- 3) You wrote: *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.*

What email are you referring to?

May I have a copy of this email?

Did anything else happen during this first meeting with Michael Callagy that was problematic to you?

- 4) You wrote: *He has supported the group of employees referred to as the good ol boy system from the previous administration and has empowered them.*

Who is part of the “good ol boy system”?



INVESTIGATIONS | TRAININGS | MEDIATIONS

How has Michael Callagy empowered them?

Tell me more about Michael Callagy's "double standard" compared to the prior administration.

- 5) You wrote: *One glaring example is the decision to approve double overtime without having me at the table ... This decision has cost the county and taxpayers \$17 million, and we are still facing the same challenges.*

The cost to the County and taxpayers - where did you get the \$17 million number from?

What challenges are you still facing?

- 6) You wrote: *Mr. Callagy's actions have destabilized labor relations, undermining my ability to lead effectively and jeopardizing safety in our correctional facilities.*

Can you please give me more details and information about Mike Callagy's actions?

- 7) You wrote: *The burden of the current situation with the unions is directly attributable to Callagy's inappropriate backdoor interference.*

What is the current situation with the unions?

- 8) You wrote: *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.*

What is this referring to?

- 9) You wrote: *Mr. Callagy has also intervened in contract city police services negotiations and undermined the process.*

What did Michael Callagy do?

- 10) Regarding Michael Callagy's directive to block the process of the termination of Assistant Sheriff Ryan Monaghan – tell me what happened here. There's a lot I don't understand based on what you wrote in the letter, so could you paint the full picture for me?
- 11) You wrote: *To also suggest that Dr. Aenlle's benign conversation regarding Monaghan's participation in Judge Cordell'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.*
-



INVESTIGATIONS | TRAININGS | MEDIATIONS

What happened between Dr. Aenlle and Mr. Monaghan?

12) You wrote: *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.*

Tell me more about why you think your gender and your race play a role in how Michael Callagy treats you.

13) You also mentioned that Michael Callagy attempted to conspire against an elected Sheriff. What were you referring to when you said that Michael Callagy attempted to conspire against you?

December 19, 2024 Claim Against the County of San Mateo

14) In your December 19, 2024 Claim, you stated that Michael Callagy hired Judge Cordell to investigate the sheriff's office.

Other than hiring Judge Cordell, did Michael Callagy have any other role with respect to Judge Cordell's investigation?

Did Michael Callagy influence the investigation?

If so, how so?

15) In your December 19, 2024 Claim, you stated that Michael Callagy released confidential and one-sided investigations of Sheriff Corpus via an Instagram post.

What was Michael Callagy's role with respect to the Instagram post?

Which Instagram account was it released to?

16) You wrote: *County Executive Michael Callagy appears to be more interested in seeking details of Sheriff Corpus' private life, going so far as falsely implying, and questioning about the Sheriff's romance.*



INVESTIGATIONS | TRAININGS | MEDIATIONS

Is this the same thing you referred to in your September 2024 letter – your initial meeting with Michael Callagy?

Civil Rights Department Complaint

17) In your complaint filed with the Civil Rights Department, you allege a claim of retaliation. How did Michael Callagy retaliate against you?

Other questions:

18) Who do you suggest that I speak to as part of this investigation?

19) What outcome would you like to see?

Sincerely,

A handwritten signature in black ink, appearing to read 'Christina Ro-Connolly', with a stylized, cursive script.

Christina Ro-Connolly
Attorney Investigator

April 15, 2025

Dear Ms. Ro-Connolly,

Thank you for your inquiry regarding my concerns about County Executive Michael Callagy's conduct. I appreciate the opportunity to provide further details on the pattern of behavior that has led to my complaints, which include blatant gender-based discrimination, harassment, and a deliberate effort to undermine my authority as an elected Sheriff. Below are my responses to your questions.

September 2024 Letter

1. Background on Michael Callagy's Behavior

My concerns regarding Mr. Callagy are deeply rooted in a pattern of conduct that is both overreaching and discriminatory. From the moment I was elected, Mr. Callagy treated me differently than my male predecessors. Instead of recognizing my role as an independently elected official, he has consistently sought to diminish my authority and exert control over the Sheriff's Office. His interference has obstructed my ability to implement necessary reforms and has directly impacted the efficiency and safety of law enforcement operations in San Mateo County. He has worked behind the scenes with the unions and left me out of meetings, not informing me of negotiations that have had an impact on my organization and the budget. He continues to attempt to have me removed from boards where the Sheriff has had authority. Mr. Callagy has publicly called me "a liar" and has provided statements to the press that openly criticize me.

2. Incidents Constituting Gender Bias Harassment

Mr. Callagy's behavior includes inappropriate and demeaning remarks about my personal life and an insistence on exerting control over my relationships in a way he never did with previous male Sheriffs. The most egregious instance occurred during our first meeting after my election in October of 2023, where he demanded that I disclose who I was dating within the county. He told me "If you ever date anyone in San Mateo County, I need to be the first to know about it, I don't want any scandals like Carlos brought." From the beginning Mr. Callagy has treated me differently – as a subordinate rather than an elected official. He has never overstepped with any of predecessors all who have been men, nor has he abused his power to take away or stop vital programs the Sheriff office previously ran.

It was inappropriate for the appointed county executive to question the elected sheriff about the sheriff's romantic life. The San Mateo County organizational chart (attached) shows that he has no direct power over the sheriff, and that she does not answer to him.

- 3. This is an inherently offensive request that violates my privacy, reinforces sexist power dynamics, and has no legitimate basis in our professional relationship. His repeated fixation on my personal affairs signals a deep-seated bias and an inappropriate personal intrusion. His actions and comments have made me not only feel offended, but I also felt**

belittled, harassed, embarrassed, shocked, demoralized, unsafe, discriminated, disenfranchised, humiliated.

As further example of Mr. Callagy's demeaning treatment toward Sheriff Corpus, at her 2023 swearing in, he showed up in jeans and a casual shirt, and sat in the back of the audience, not in his assigned seat as county executive.

4. **Email Reference and First Meeting with Callagy**

The email I referenced was one in which Mr. Callagy undermined my leadership in critical personnel decisions and union negotiations. I can provide a copy as needed. This email, however, was just one instance in a larger pattern of his refusal to acknowledge my authority and overstep in efforts to malign me and my authority as the first female sheriff of San Mateo County.

During our first meeting, Mr. Callagy made it clear that he did not respect me as an equal. He spoke to me in a condescending manner, as if I were subordinate staff, not the elected head of a major law enforcement agency. His insistence on controlling my personal relationships and making intrusive inquiries was a clear indication that he viewed me through a different lens than my male counterparts.

5. **Good Ol' Boy System and Callagy's Double Standard**

The "good ol' boy system" refers to a longstanding network of individuals within the Sheriff's Office who benefited from the previous administration's insular and exclusionary culture. Instead of supporting my efforts to modernize and reform the department, Mr. Callagy has actively empowered those resistant to change by providing them with access, resources, and preferential treatment.

Compared to my predecessors, he has imposed significantly higher levels of scrutiny and obstruction on my decision-making while allowing prior administrations to operate with unchecked discretion.

6. **\$17 Million Cost and Challenges**

The \$17 million figure comes from county financial data reflecting the excessive overtime approvals made without my input. The unilateral decision to approve double overtime, while excluding me from discussions, created a financial burden without addressing the root causes of staffing shortages. I continue to face the challenge of repairing these financial and operational missteps while ensuring adequate public safety staffing.

7. **Destabilization of Labor Relations**

Mr. Callagy's interference has directly contributed to tensions with labor groups by negotiating behind my back, emboldening opposition factions within the department, and fostering distrust between my administration and employees. His actions have jeopardized safety by preventing a unified approach to addressing personnel concerns in correctional facilities.

8. **Union Interference**

The current union dispute is a direct result of Mr. Callagy's backchannel negotiations,

which have fueled resistance to my leadership and undermined legitimate contract discussions. By passing my authority, he has sown discord and created unnecessary conflict.

9. Corrections Negotiations

The six-hour allocation referred to my proposal to address safety concerns for employees and incarcerated persons. Mr. Callagy made this effort, disregarding my expertise and the needs of those working within correctional facilities.

10. Intervention in Contract City Police Services

Mr. Callagy actively sought to dictate terms in police service agreements that fell under my jurisdiction. His interference was designed to undermine my authority and disrupt negotiations, something he never did with previous male Sheriffs. Mr. Callagy has given these contract cities and towns discounts even though most have a saving balance (slush fund).

11. Blocking Ryan Monaghan's Termination

Mr. Callagy unilaterally blocked the termination of Assistant Sheriff Ryan Monaghan despite serious concerns about his performance. His refusal to respect my authority in personnel decisions is part of a larger pattern of obstruction that compromises my ability to lead effectively. No investigation was conducted to arrive at his determination and was made to undermine my authority over Sheriff's Office employees. See attached emails showing Callagy's interference.

12. Dr. Aenlle's Conversation with Monaghan

The interaction in question was benign and unrelated to retaliation. Mr. Callagy's attempt to frame it as such was another example of his bad-faith efforts to undermine my administration. Undersheriff Perea was present during the brief exchange and he was never interviewed.

13. Bias Against Women and People of Color in Leadership

Mr. Callagy's treatment of me is steeped in bias. His pattern of disrespect, excessive scrutiny, and disregard for my decisions starkly contrasts with his treatment of my male predecessors. His weaponization of county resources to control and intimidate me is reflective of the broader challenges faced by women—especially women of color—in leadership roles.

14. Conspiracy Against an Elected Sheriff

Mr. Callagy worked behind the scenes to discredit my administration, embolden opposition, and interfere in personnel matters, constituting a deliberate effort to undermine an elected official's ability to govern effectively. I have been informed he has asked prior Undersheriff Chris Hsiung, retired police chief Lee Violet, San Mateo PD Chief Ed Barberini, and kept prior Assistant Sheriff Ryan Monaghan on the payroll so he would not have a break in service and bring him right back. All with is plan to replace me as the elected sheriff.

December 19, 2024 Claim

14. Influence on Judge Cordell's Investigation

Beyond hiring Judge Cordell, Mr. Callagy influenced the scope and direction of the investigation, ensuring it focused on discrediting my administration rather than addressing legitimate concerns within the department.

15. Confidential Information Leaked on Instagram

Mr. Callagy facilitated the release of one-sided information on a public Instagram account to manipulate public perception and damage my reputation.

16. Intrusive Personal Inquiries

Yes, this refers to the same inappropriate and intrusive behavior Mr. Callagy exhibited in our initial meeting and beyond. Mr. Callagy met with employees of the Sheriff's Office to inquire about what was going on and conducted his own inquiry. Mr. Callagy met with employees and opened the door for them to report information to him directly. Mr. Callagy had an "Exit Interview" with Chris Hsiung- former Undersheriff. This has never been done in the history of the county and after this meeting, I received a telephone call from Jackie Speier advising me she was informed by Callagy that my leadership is lacking and I should consider stepping down. This phone call took place on July 1, 2024.

Civil Rights Department Complaint

17. Retaliation by Michael Callagy

Retaliation took the form of targeted obstruction, public defamation, interference in labor relations, and the unjust firing of a member of my leadership team, including Dr. Aenlle. My POBAR and Civil Rights have been violated, biased investigation, withholding exculpatory evidence, and releasing the Cordell report knowing there were inaccuracies, lack of fact checking, and errors.

Other Questions

18. Witnesses to Speak To

I recommend speaking with Dr. Victor Aenlle, Undersheriff Perea, and Stacy Stevenson, San Mateo Sheriff finance.

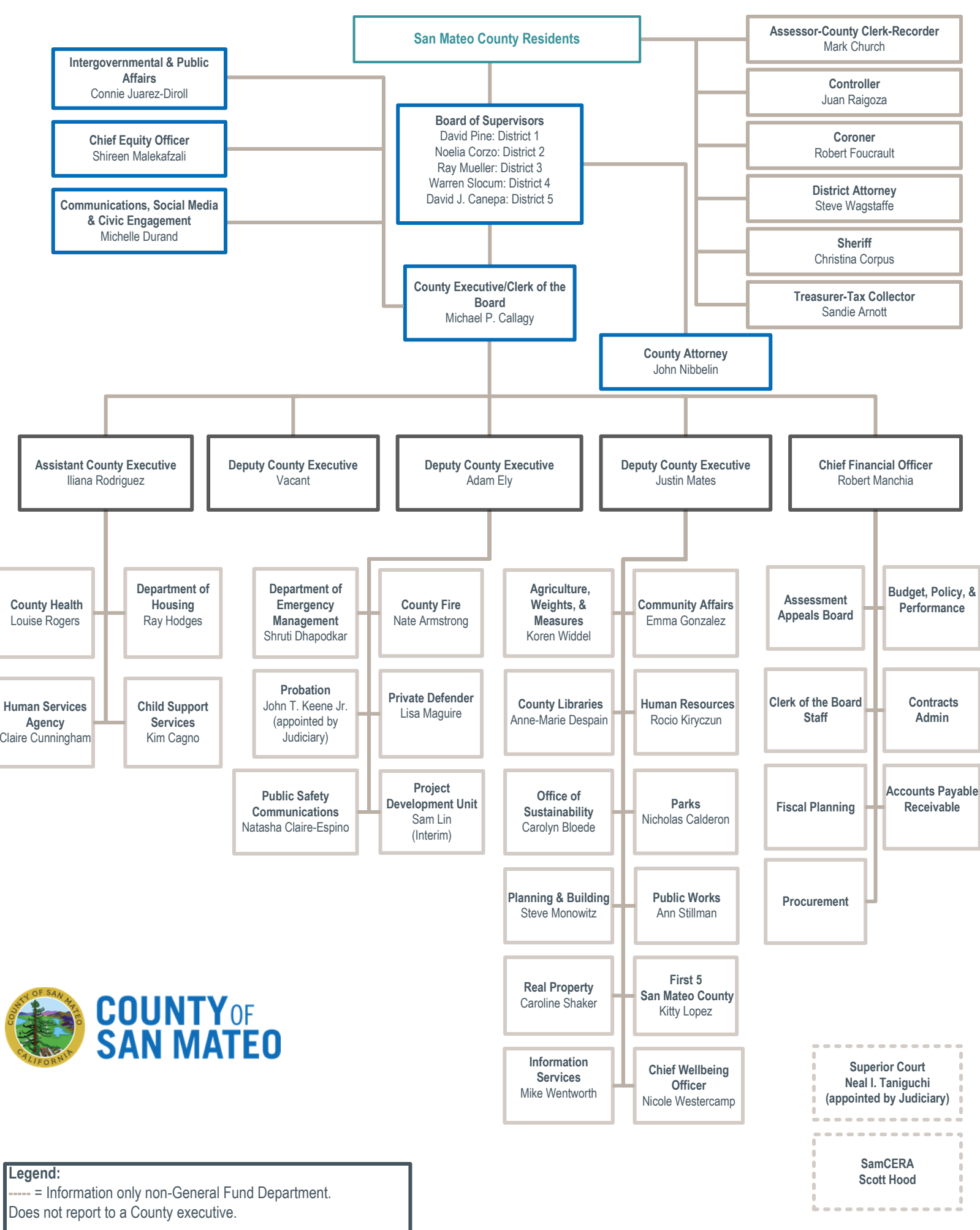
19. Desired Outcome

I seek accountability for Mr. Callagy's actions, structural reforms and oversight to prevent similar abuses in the future, and public acknowledgment of the gender-based discrimination and overreach that has occurred and damaged my reputation and leadership at the Sheriff's Office.

Sincerely,

Sheriff Christina Corpus

ORGANIZATIONAL CHART



Legend:
 ----- = Information only non-General Fund Department.
 Does not report to a County executive.

EMAILS



Outlook

Termination of Assistant Sheriff Ryan Monaghan

From Michael Callagy <MCallagy@smcgov.org>

Date Sat 9/21/2024 1:00 PM

To Christina Corpus <CCorpus@smcgov.org>

Cc Warren Slocum <WSlocum@smcgov.org>; David Canepa <dcanepa@smcgov.org>; Dave Pine <dpine@smcgov.org>; Noelia Corzo <ncorzo@smcgov.org>; Ray Mueller <rmueller@smcgov.org>; John Nibbelin <jnibbelin@smcgov.org>

Dear Sheriff Corpus:

I write to inform you that I have directed the County Human Resources Director, Rocio Kiryczun, to not process the termination of employment of Assistant Sheriff Ryan Monaghan. I take this action in an attempt to limit the County's risk, including from claims of unlawful retaliation.

Among other things, I note that I have been informed that AS Monaghan was approached by Victor Aenlle on the evening of Tuesday, September 17, 2024, after an event in Half Moon Bay and, at that time, Mr. Aenlle asked AS Monaghan whether he had spoken to Judge Cordell, who as you know, is undertaking, on the County's behalf, an independent investigation regarding complaints received involving your department.

Given the scope of the investigation and his position, I find it completely improper for Mr. Aenlle to be inquiring of anyone in the Sheriff's Office regarding their participation in Judge Cordell's independent investigation. Such conduct could reasonably be perceived as retaliatory and/or an attempt to interfere with Judge Cordell's investigation.

I have also been informed that when AS Monaghan told Mr. Aenlle that he had, in fact, participated in the investigation and been interviewed by Judge Cordell, Mr. Aenlle stated, "When were you planning on telling us this?" Again, I believe this sort of questioning is improper in that it could reasonably be viewed as retaliatory and/or an attempt to intimidate potential witnesses and interfere with Judge Cordell's independent investigation. Undersheriff Perea was present while this conversation took place and he took action to stop this questioning by Mr. Aenlle.

I understand that on Wednesday, September 18, 2024, AS Monaghan informed you of his conversation the prior evening with Mr. Aenlle and that you said something to the effect that Mr. Aenlle was "just asking a question." Then, late in the day on Friday, September 20, 2024, I was informed that AS Monaghan was called into your office and that you said that you took this action because he "could not be trusted."

Again, I believe that it is reasonable, on these facts, to conclude that AS Monaghan was retaliated against for his participation in Judge Cordell's investigation into complaints regarding your department. This would violate the law, including the County's own Ordinance Code, and could open up the County to significant litigation risk.

Given the foregoing, and in order to mitigate risk to the County, I have directed that AS Monaghan's

termination of employment will not be processed at this time. As you know, Judge Cordell has been asked to investigate whether action to terminate AS Monaghan was in retaliation for his participation in Judge Cordell's independent investigation and, pending the completion of this investigation, AS Monaghan's position will not be vacated and it cannot be filled with another individual.

Again, as you have been informed, Judge Cordell's independent investigation remains underway and I hope that you will ensure cooperation with the investigation process. Further, as you know, it is essential that no County officer or employee take any action to intimidate or retaliate against anyone who participates in the investigation. In order to protect the integrity of the investigation and to avoid legal risk to the County (and potential personal liability) I expect that all County officers and employees will refrain from taking adverse actions against anyone who has or is suspected to have participated in Judge Cordell's investigation without first consulting with the County Attorney.

Best regards,

Mike Callagy



Outlook

Termination of AS Ryan Monaghan

From Michael Callagy <MCallagy@smcgov.org>

Date Sun 9/22/2024 10:10 AM

To Christina Corpus <CCorpus@smcgov.org>

Cc Warren Slocum <WSlocum@smcgov.org>; David Canepa <dcanepa@smcgov.org>; Dave Pine <dpine@smcgov.org>; Noelia Corzo <ncorzo@smcgov.org>; Ray Mueller <rmueller@smcgov.org>; John Nibbelin <jnibbelin@smcgov.org>

Sheriff Corpus,

I wanted to correct one error in the email I sent you yesterday in regard to AS Monaghan's termination. On the evening of September 17, 2024, Mr. Aenlle's confronted AS Monaghan about his involvement in an interview with Judge Cordell. During that confrontation US Perea was present and in yesterday's correspondence I indicated he took action to stop this questioning by Mr. Aenlle. It should have in fact read, Undersheriff Perea was present and took **NO** action to stop this questioning by Mr. Aenlle.

Best regards,

Mike Callagy

County Executive

County of San Mateo | 400 County Center, 1st floor, Redwood City, CA 94063

650-363-4129

mcallagy@smcgov.org

www.smcgov.org

***Here is why I include my pronouns:** It's important to get pronouns correct to support belonging and respect in the workplace for everyone, inclusive of our LGBTQ+ communities. Pronouns are words used to refer to people and are often gendered (such as, she/her and he/him versus they/them). We cannot assume we can tell the correct pronoun for a person. As an ally, an easy way to normalize the use of self-identified pronouns is to include them in your email signature and share them when introducing yourself in meetings. When we normalize the inclusion of pronouns, it will be more affirming for transgender, nonbinary, and gender diverse people to share theirs. **Will you join me, in solidarity, to include your pronouns in your email signature?** For more details on pronouns and how you can be in solidarity with gender diverse and transgender individuals visit: <https://www.mypronouns.org/>

Exhibit 5



FELLNER LAW GROUP

ATTORNEYS AT LAW

May 2, 2025

Via e-mail/PDF only

Christina J. Ro-Connolly
OPPENHEIMER INVESTIGATIONS GROUP, LLP
1300 Clay St, Ste 600
Oakland, CA 94612
christina@oiglaw.com

**Re: Dr. Aenlle's responses to questions of Christina J. Ro-Connolly
regarding investigation by Mike Callagy**

Dear Counsel:

Attached herein as Exhibits A and B, respectively, are the written questions you posed to Dr. Aenlle on April 25, 2025 regarding the investigation by Mike Callagy, and Dr. Aenlle's responses to the same.

Yours truly,

FELLNER LAW GROUP

Jason E. Fellner, Esq.
Andrew Browning, Esq.

[Enclosures]



415.658.9253



+1 415.658.9526



90 New Montgomery Suite 400, San Francisco, California 94105

Exhibit A



INVESTIGATIONS | TRAININGS | MEDIATIONS

April 25, 2025

Dr. Victor Aenlle
c/o Jason Fellner
Andrew Browning
Fellner Law Group

RE: Questions for Dr. Victor Aenlle

Dear Dr. Aenlle,

The following are questions I anticipated asking you when we met for our scheduled interview on Wednesday, April 23, 2025. Please provide me with responses by no later than close of business on **Wednesday, April 30, 2025**.

- 1) Please tell me about your experience working with County Executive Mike Callagy.
- 2) Did you have concerns that Mike Callagy was interfering and undermining Sheriff Corpus' authority in context of contract police services with various cities? If so, could you please tell me what your concerns were and what you observed?
- 3) Did you have an interaction or conversation with Assistant Sheriff Ryan Monaghan regarding whether he participated in Judge Cordell's investigation?
 - If so, please tell me about that interaction.
 - In what context did this topic come up?
 - When did this interaction take place?
 - Did Ryan Monaghan have job performance issues?
 - If so – please provide me some information about those job performance issues.
 - Did you have issues trusting Ryan Monaghan? If so, please tell me more details and context about this.
 - What do you know of Mike Callagy and Ryan Monaghan's working relationship and professional history?

Sincerely,

Christina Ro-Connolly
Attorney Investigator

Exhibit B

1) Please tell me about your experience working with County Executive Mike Callagy.

My experience with County Executive Mike Callagy was marked by repeated examples of Mr. Callagy's overreach, arbitrary decision-making, and a disregard for due process, particularly as it pertains to its independent constitutional authority. He routinely made decisions without verifying facts, conducting proper investigations, or following established legal procedures.

Mr. Callagy displayed a pattern of bypassing standard protocols, favoring unilateral action over collaborative governance. His leadership fostered a chilling atmosphere within the Sheriff's Office. He silenced reform efforts while reflecting a "God-like" complex, and exercised unchecked authority while retaliating against dissent.

This pattern of decision-making without comprehensive assessment raised concerns about the consistency and fairness of administrative actions under his leadership. Mr. Callagy exhibited a consistent pattern of making significant decisions without conducting appropriate due diligence, without respecting contractual or legal requirements, and without consulting affected parties. He acted with an excessive sense of unilateral control, minimizing legal obligations, contractual commitments, and the checks and balances expected of public officeholders.

Mr. Callagy's actions undermined public trust, violated principles of good governance, and exposed the County to legal and reputational harm, reflecting bias, retaliation, and systemic abuse of power.

2) Did you have concerns that Mike Callagy was interfering and undermining Sheriff Corpus' authority in context of contract police services with various cities? If so, could you please tell me what your concerns were and what you observed?

Yes, I had significant concerns about Mr. Callagy's repeated interference in the operations and autonomy of the Sheriff's Office. His involvement extended beyond administrative and fiscal governance and ventured into areas that fall squarely under the constitutional and statutory authority of the elected Sheriff.

I observed Mr. Callagy interfere with contract negotiations, and provide financial relief to selected contract cities, even where financial assistance was unnecessary. He acted without proper consultation or involvement of the Sheriff, undermining the credibility of the Sheriff's Office and risking the integrity of those public safety agreements. This approach also undermined the Sheriff's authority and disrupted the established chain of command and communication, leading to confusion and inefficiencies in service delivery.

3) Did you have an interaction or conversation with Assistant Sheriff Ryan Monaghan regarding whether he participated in Judge Cordell's investigation?

Yes.

- In what context did this topic come up?

The topic arose during a brief exchange between Undersheriff Perea, Former Assistant Sheriff Monaghan and me in the parking lot of the Half Moon Bay station, during which Former Assistant Sheriff Monaghan confirmed he had been interviewed as part of Judge Cordell's investigation.

- When did this interaction take place?

This interaction occurred in September 2024.

- Did Ryan Monaghan have job performance issues?

Yes, his performance was the subject of regular concern by command staff, rank-and-file deputies, and both Undersheriffs Perea and Hsiung. He routinely held excessively long meetings without input from staff, failed to respond to critical communications in a timely manner, and resisted directives from his supervisors.

He lacked command presence and struggled to adjust to the demands of a significantly larger agency. Though given multiple opportunities to improve, he failed to meet expectations. He also failed to take accountability.

- If so – please provide me some information about those job performance issues.

Specific issues included failure to conduct mutually beneficial meetings, for example, he would conduct 3-hour meetings and talk straight for the entire time without leaving any time for feedback, questions, or affirmation. His inability to conduct a two-way meeting frustrated the rank and file. This was brought to the Sheriff's attention numerous times. Another recurring complaint was his delays in responding to critical communications and challenges in managing subordinate staff effectively. These performance concerns were part of ongoing discussions between former Undersheriff Hsiung and, more recently, Undersheriff Perea. In fact, former Undersheriff Hsiung told Sheriff Corpus that "Ryan was not her number two," meaning Monaghan did not have the experience, qualifications, or had shown the leadership needed for such a position. In similar circumstances, Undersheriff Perea struggled with Monaghan's inability to lead and follow his directives and basic instructions. When Sheriff Corpus bypassed Monaghan and hired Undersheriff Perea, Monaghan told her that "he was shocked and disappointed she didn't make him the Undersheriff." I believe this motivated and added to Monaghan's involvement in the collusion and unjust persecution of Sheriff Corpus.

Sheriff Corpus was extremely lenient and extended Monaghan a fair opportunity to perform, but Monaghan was inefficient and lacked the qualities of a strong leader.

- Did you have issues trusting Ryan Monaghan?

Yes, I had issues trusting Ryan Monaghan.

- If so, please tell me more details and context about this.

While Mr. Monaghan possessed law enforcement experience, there were instances where his actions raised questions about alignment with the Sheriff's Office objectives and transparency. These instances necessitated closer supervision and periodic reviews to ensure adherence to the Sheriff's Office's mission and values. Initially, Monaghan presented himself as someone of integrity, but that quickly changed as I witnessed a person of all talk, no action, and lacking command presence.

- What do you know of Mike Callagy and Ryan Monaghan's working relationship and professional history?

Mr. Callagy has a long-standing personal relationship with Monaghan extending from their time at the San Mateo Police Department. Monaghan considered Mr. Callagy his mentor and gave him acknowledgement of the fact in his graduation speech from the Naval Academy. That bond influenced Mr. Monaghan's actions and communication style, raising concerns about conflicts of loyalty and Sheriff's Office operations.

Exhibit 6



supnoeliacorzo



READ FULL REPORT ON SHERIFF'S OFFICE

 bit.ly/Sheriff-Report



18



5



6



supnoeliacorzo Stay informed on the investigation into the Sheriff's Office by reading the full report and listening to press conferences and Board of Supervisors meetings:

<https://bit.ly/Sheriff-Report>

November 21, 2024



supnoeliacorzo



Supervisor Noelia Corzo on Sheriff's Office investigation

1/4



**READ THE EXECUTIVE SUMMARY
& JOIN SPECIAL BOARD MEETING TODAY AT 4PM**



77 8 24



The Board of Supervisors will meet today at 4PM in a special meeting to discuss the findings of the independent investigation into the Sheriff's Office.

Read the full report: <https://bit.ly/SheriffReport>
Join the Board meeting: <https://bit.ly/BOS-11-13>

#sanmateocounty

November 13, 2024



EXECUTIVE SUMMARY

2/4

On July 10, 2024, John Nibbelin, the County Counsel of San Mateo County, retained Judge LaDoris H. Cordell (Ret.) to conduct an independent fact-finding investigation into complaints and concerns that current and former members of the Sheriff's Office have about Victor Aenlle, who serves on the Executive Team of Sheriff Christina Corpus. Over the course of the investigation, additional matters regarding the Sheriff's Office were identified and added to the scope of the investigation.

Judge Cordell interviewed 40 current and past sworn and civilian employees, the great majority of whom were complainants. Interviews were conducted via phone and were not recorded. Judge Cordell offered to interview Victor Aenlle and Sheriff Corpus. Mr. Aenlle accepted the offer and spoke to Judge Cordell in a recorded phone call. Sheriff Corpus did not respond to Judge Cordell's offer to be interviewed.

Judge Cordell investigated fifteen (15) allegations ranging from whether Mr. Aenlle and Sheriff Corpus have a personal relationship beyond mere friendship, to retaliation and abuse of authority, to exploring Mr. Aenlle's claim that he is a reserve deputy sheriff. This Executive Summary highlights seven (7) of the allegations with their abbreviated findings.

- Allegation:** Sheriff Corpus and Aenlle have a "personal relationship" that creates a conflict of interest.

Findings: Despite their denials, there is factual evidence that Sheriff Corpus and Victor Aenlle have a personal relationship, beyond mere friendship. In fact, the evidence establishes that they have had an intimate relationship. This relationship has led Sheriff Corpus to relinquish control of the San Mateo County Sheriff's Office to Aenlle, someone who has far more experience as a Coldwell Banker associate real estate broker than he has in law enforcement. Sheriff Corpus violated the Office's conflict of interest policy when she hired Aenlle; she violated the policy by having Aenlle directly report to her; and she violated the policy when she repeatedly recommended pay increases for him. **Sustained.**
- Allegation:** Aenlle has not met the duty requirements for a Reserve Deputy Sheriff.

Findings: Aenlle is out of compliance with the requirements to maintain his status as a Level I Reserve Deputy because he claimed that his hours working as Executive Director also served as his volunteer duty hours required for Reserve Deputies. **Sustained.**
- Allegation:** Sheriff Corpus and her Executive Team engage in retaliation and intimidation.

Findings: Fear of retaliation is rampant in the organization. In one instance, Sheriff Corpus fired an Assistant Sheriff for cooperating with this investigation. In another instance, the Sheriff improperly locked out a Captain when she had given notice of her resignation; and in yet another instance, Aenlle demeaned and criticized a female civilian

- 1 -

READ THE FULL REPORT
<https://bit.ly/SheriffReport>

77 8 24



supnoeliacorzo The Board of Supervisors will meet today at 4PM in a special meeting to discuss the findings of the independent investigation into the Sheriff's Office.

Read the full report: <https://bit.ly/SheriffReport>
Join the Board meeting: <https://bit.ly/BOS-11-13>

[#sanmateocounty](#)

November 13, 2024

Exhibit 7

Dear Board President Pine, Board Members, Mr. Callagy, Mr. Nibbelin, and HR Director Kiryczun,

Please consider this an official Whistleblower Complaint against Sheriff Christina Corpus. Because I am a current employee, and both the Sheriff and her "chief of staff" have created lists of those that did not support her (based on statements from a member of her team), I must file this complaint anonymously. My complaint is based on the following:

1. Sheriff Corpus is very vindictive towards anyone who did not support her during her election. She speaks only to those who supported her and ignores everyone else, thereby creating a very unhealthy environment. She has yet to meet with her Command Staff. She has formed her executive team solely from people outside the organization because of her paranoia and lack of trust.
2. She has hired her boyfriend, Victor Aenlle, as her self-proclaimed Chief of Staff for just under \$200,000. This is despite the fact that his only qualifications are that he was a reserve deputy sheriff who failed to complete the training program as a deputy sheriff. He is a realtor with no law enforcement management experience. His only qualifications are that he worked on Corpus' campaign writing anonymous letters and emails, and is known to be having a personal relationship with Corpus. It is also known through the organization that recently retired Lieutenant Dan Guiney retired because of the personal relationship between Aenlle and Corpus and that he met with County Executive Callagy to provide proof of the relationship. Callagy allegedly told him that there was nothing he could do. Callagy was also allegedly informed of this inappropriate relationship by retired Assistant Sheriff Jeff Kearnan, who served on Corpus' Transition Team. Members of the organization have seen Aenlle and Corpus come and leave work together on a daily basis. Everyone knows that they went to Hawaii together. Their relationship creates an obvious hostile work environment for employees.
3. The contracts for Aenlle and retired Captain Paul Kunkel are in clear and direct conflict with AB5. By law, contract employees are not supposed to supervise regular employees nor be given offices, titles, or anything that resembles regular employees. Both Aenlle (Chief of Staff) and Kunkel (Overseeing Corrections) are routinely providing direction to regular employees, have offices and titles. All clear violations of AB5.
4. Aenlle and Corpus bring their German Shepherd to work on a daily basis, allowing the dog to urinate and defecate on the Third Floor, requiring support staff to clean up after the dog.
5. Employees that are able to leave are leaving through retirement or other jobs in unprecedented rates.

I write this to you to request that you take immediate action to correct this situation. County Executive Callagy has not adequately addressed this situation and therefore it must be brought up to the Board. If not addressed immediately, I am certain that you will see formal complaints of harassment and retaliation to HR, and potential legal issues.

cc: Carlos Tapia, President, Deputy Sheriff's Association
Hector Acosta, President, Organization of Sheriff's Sergeants

2018 FEB 13 A 11:52

0211 11:11 AM
10/11/18

Exhibit 8

Summary of discussion with Sheriff (2/17/23):

- Mike provided the Sheriff with a copy of the complaint. Allowed her to review. Indicated most significant item was the first allegation. Concerned that we will get more complaints as noted in the complaint.
- Indicated that she is not vindictive, is meeting with her team – not treating others differently.
- Spoke about how she has promoted individuals – with the exception of DJ (explained why).
- Mike talked about the perception re: Victor. Indicated that she is not involved with him. Indicated that throughout her career she has been accused of involvement with others – couldn't sit next to someone without some implication. Indicated Victor assisted with the transition – cited items he is working on – not working directly with her– not supervising employees.
- Explained staff perceptions/feedback – qualifications, tied to the campaign, supervising employees.
- Mike talked about Post PRA – news story to follow
- Dog – Victor's puppy. Wanted to bring the dog in to see how folks reacted – improve the environment – everyone likes the puppy. Staff is not cleaning up after dog. Indicated that it's a service dog – stays in Victor's Office.
- Mike assured her of his/County's support – wants her and the organization to be successful. Not connected to former administration.
- Informed Sheriff that the County had options re: complaint – formal (external) investigation, HR investigation, CEO address (opted for latter)

Next Steps:

- Sheriff will move two contractors (Victor and Paul) into extra help positions; they will stay on during transition.
- HR will follow-up Bob Murray & Associates to obtain updated timeline for Assistant Sheriff recruitment (will assist in determining the duration of the extra help assignments).

Rocio's talking points:

- No relationship – perception - newly elected official – looking closely
- Well known Victor was a reserve deputy – deputy, oversees staff with qualifications
- Concerns – attached to campaign
- New executives – clean slate
- Contractor – should not be supervising staff
- Service/work dog- staff may be allergic, have fears

Exhibit 9

From: Michelle Kuka mkuka@smcgov.org
Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing
Date: December 5, 2023 at 10:58 AM
To: Christina Corpus CCorpus@smcgov.org, Michael Callagy MCallagy@smcgov.org, Stacey Stevenson sstevenson@smcgov.org, Roberto Manchia RManchia@smcgov.org, Rocio Kiryczun rkiryczun@smcgov.org



Thank you Sheriff! I have let OSS know that the mandatory overtime will be reduced to 20 hours per month as long as those hours are worked in a core position. They were very appreciative and indicated that they thought with this change their membership would not have a problem approving the side letter.

Thank you,
Michelle

From: Christina Corpus <CCorpus@smcgov.org>
Sent: Monday, December 4, 2023 9:18 PM
To: Michelle Kuka <mkuka@smcgov.org>; Michael Callagy <MCallagy@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>
Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing
Michelle,

I apologize for the late response, we had a busy afternoon. I spoke to Sgt. Acosta and he stated if the overtime was for six months, there would still be a good number of people that would leave/retire. They are requesting the overtime @ double time stay in effect for at least 8-12 months.

I would agree to the 20 hours per month as long as those hours are worked in a CORE position (jail, transportation, or patrol).

Thank you.

Regards,

Christina

Christina Corpus, Sheriff
San Mateo County Sheriff's Office
400 County Center
Redwood City, CA 94063
(650) 599-1664
ccorpus@smcgov.org
<http://www.smcsheriff.com>
DIGNITY ★ COMPASSION ★ RESPECT

From: Michelle Kuka <mkuka@smcgov.org>
Sent: Monday, December 4, 2023 3:27 PM
To: Christina Corpus <CCorpus@smcgov.org>; Michael Callagy <MCallagy@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>
Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing
Thank Sheriff!

THANKS SHERIFF!

I have notified the Lieutenants that we are not moving forward with any changes and they are very relieved.

For the Sergeants, they are still upset that we are proposing that they work more mandatory overtime a month than some of the Deputies they supervise and again asked if the mandatory overtime could be reduced to 20 hours a month, just like some of the Deputies. The Sergeants indicated that their membership would not be happy with more mandatory overtime and feel that change will negatively impact morale and reduce the amount of voluntary overtime the Sergeants would be willing to work. OSS has a meeting tonight with their membership where they will be voting on this item to determine if they will accept it and sign the side letter, or reject it. If they reject it, we would only be moving forward with double overtime for the DSA and the Sergeants would keep their overtime as status quo (voluntary and no double overtime).

I recommend that the mandatory overtime be reduced for the Sergeants to be 20 hours a week to match some of the Deputy positions. Please let me know your decision so I can provide a final response to OSS before their membership meeting tonight.

Thank you,
Michelle

From: Christina Corpus <CCorpus@smcgov.org>
Sent: Monday, December 4, 2023 11:54 AM
To: Michelle Kuka <mkuka@smcgov.org>; Michael Callagy <MCallagy@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>
Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing
Michelle,

No need to move forward with Lieutenants working overtime. Thank you for the feedback.

Regards,

Christina

Christina Corpus, Sheriff
San Mateo County Sheriff's Office
400 County Center
Redwood City, CA 94063
(650) 599-1664
ccorpus@smcgov.org
<http://www.smcsheriff.com>
DIGNITY ★ COMPASSION ★ RESPECT

From: Michelle Kuka <mkuka@smcgov.org>

From: Michelle Kuka <mkuka@smcgov.org>

Sent: Monday, December 4, 2023 10:14 AM

To: Christina Corpus <CCorpus@smcgov.org>; Michael Callagy <MCallagy@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>

Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing

I just recieved a call from one of the Lieutenants who expressed that they were told of the proposed plan and they are not happy with the proposed plan to remove their admin leave hours and make them eligible for overtime. The Lieutenant said that they spoke to all of the Lieutenants and this is their collective feedback. They said they would send me more information tonight, but in summary:

- Removing the Admin leave and admin leave cash out removes pensionable compensation from them and for Lieutenants who are nearing retirement, this effects their ongoing retirement income.
- They are willing to help the office, but they are not happy with this proposed change and they are very worried as they have no control or say in their salary and benefits since they are not represented.
- They stated that they were sent a survey from the Sheriff's Office about 8 months ago asking their opinion on exchanging admin leave for overtime (and whether they wanted to remove car allowance and be given a take home vehicle) and they believe the overwhelming response from Lieutenants and Captains was not to make these changes.
- They believe this change will very negatively impact the Lieutenants morale and cause Lieutenants to retire now.

Sheriff- Given this feedback and the fiscal impact of the change, please let me know if you want to continue to move forward with the Lieutenant change.

Thank you,
Michelle

From: Michelle Kuka <mkuka@smcgov.org>

Sent: Monday, December 4, 2023 9:33 AM

To: Christina Corpus <CCorpus@smcgov.org>; Michael Callagy <MCallagy@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>

Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing

Thanks Sheriff. Just for clarification, all Sergeants will be required to work 30 hours a month of overtime, but certain Deputy positions will still only be required to work 20 hours a month of overtime?

Also, do you still want to move forward with the Lieutenant change given that it will be an additional large fiscal impact on top of the minimum \$12 million dollars for the DSA/OSS change?

Thank you,
Michelle

From: Christina Corpus <CCorpus@smcgov.org>
Sent: Monday, December 4, 2023 9:02 AM
To: Michael Callagy <MCallagy@smcgov.org>; Michelle Kuka <mkuka@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>
Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing
Good morning everyone,

I would ask the sergeants to work 30 hours a month.

Please let me know if you have any questions.

Thank you.

Christina

Christina Corpus, Sheriff
San Mateo County Sheriff's Office
400 County Center
Redwood City, CA 94063
(650) 599-1664
ccorpus@smcgov.org
<http://www.smcsheriff.com>
DIGNITY ★ COMPASSION ★ RESPECT

From: Michael Callagy <MCallagy@smcgov.org>
Sent: Monday, December 4, 2023 8:40 AM
To: Michelle Kuka <mkuka@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>
Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing
I'm good with both, but up to the Sheriff. Mike

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From: Michelle Kuka <mkuka@smcgov.org>
Sent: Monday, December 4, 2023 8:14:57 AM
To: Michael Callagy <MCallagy@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>
Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing
Good morning everyone,

I am meeting with the DSA and OSS at 10:30 this morning and in order to bring this item to the December 12th Board meeting I will need to have the agreements finalized today so I can finalize the Board documents.

There are two outstanding questions that I needs direction on:

1. Sheriff- are you agreeable to have the Sergeant minimum mandatory overtime to be 20 hours a month?
2. Given the high fiscal impact to this change for DSA and OSS, are you still wanting to move forward with the Lieutenants to have the ability to earn overtime? Robert's team is still working on this costing, but it would be overtime pay at time and half of the Lieutenants regular rate of pay and it would be in effect for a year.

Thank you,
Michelle

From: Michael Callagy <MCallagy@smcgov.org>
Sent: Saturday, December 2, 2023 10:33:03 AM

Sent: Saturday, December 2, 2023 10:00:00 AM

To: Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>; Michelle Kuka <mkuka@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>
Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing

Stacey,

Thanks for the comprehensive reply. We will first be looking to the Sheriff's budget as there should continue to be considerable personnel savings. I'm not aware of the CIP cost increases, so I will ask Robert to dig into that so I can better understand the current financial situation.

Best regards,

Mike

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From: Stacey Stevenson <sstevenson@smcgov.org>

Sent: Friday, December 1, 2023 4:08:03 PM

To: Michael Callagy <MCallagy@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>; Michelle Kuka <mkuka@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>
Subject: RE: Follow-up on meeting regarding Sheriff's Office staffing

Hi Mike,

It really is too early to tell. What we know right now is that we are hiring more this year than in several recent years, which will decrease our vacancy savings, but it is very much unknown how that will pan out over the rest of the fiscal year with staff burn out and retirements. We also currently have almost \$20M budgeted for several capital and IT projects that tend to have unforeseen costs cause project budget overages. When I last checked, we had a little more than \$3M in total S&B savings, but substantial overages, also in the \$Millions, in our capital project budgets. Also, this year, we did already take a \$3.5M reduction in NCC to help pay for the DSA/OSS COLA's which has tightened the wiggle room we had in previous years.

We did present some other ideas that are less costly, and are one-time costs not tied to hourly rates. We're happy to revisit and talk through some of those options if it is more cost-effective for the County. While the Sheriff supports the proposals the DSA/OSS suggested, if it is not financially feasible for the County, perhaps we revisit the comp time scenario with the stipulation that it can only be cashed out (not taken for additional time off), or the one-time bonuses perhaps even tied to a certain amount of overtime worked.

Overall, my hope is to avoid the Sheriff ending the fiscal year in a negative financial/budget standing due to decisions made beyond her control. And it is the Sheriff's understanding that the County will be funding any agreement made with the DSA/OSS and Lieutenants.

Thanks,
Stacey

From: Michael Callagy <MCallagy@smcgov.org>

Sent: Friday, December 1, 2023 2:50 PM

To: Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>; Michelle Kuka <mkuka@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>
Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing

Stacey,

What can you handle in your budget? Mike

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From: Stacey Stevenson <sstevenson@smcgov.org>

Sent: Friday, December 1, 2023 2:44:39 PM

To: Roberto Manchia <RManchia@smcgov.org>; Michelle Kuka <mkuka@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>; Michael Callagy <MCallagy@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>

Christina Corpus <CCorpus@smcgov.org>

Subject: FW: Follow-up on meeting regarding Sheriff's Office staffing

Thanks, Robert. I just wanted to point out that the \$12M estimated figure is based on the starting point of 6 hours of double-time per week (and they could work more). The calculation includes experience pay but does not include the various MOU-driven specialty pays that many DSA/OSS employees receive (night shift differential of 5.74%, POST pay of 7.5%, detective pay of 11.48%, etc.). That calculation would be much more time-intensive, so the \$12M is a good starting point.

We would need to do a separate additional estimate on any Lieutenant overtime agreement, if needed.

Controller's Office will need to have separate earnings codes created for both the DSA/OSS agreement, and the Lt agreement, so we can determine true costs in the future.

Thanks,
Stacey

From: Roberto Manchia <RManchia@smcgov.org>

Sent: Friday, December 1, 2023 2:17 PM

To: Michelle Kuka <mkuka@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>; Michael Callagy <MCallagy@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>

Subject: RE: Follow-up on meeting regarding Sheriff's Office staffing

Good afternoon everyone,

We have done the study for the second bullet below and believe that the cost is approx.. \$12. Million for the 6 months for 75% of the authorized position (please see attached).

Let me know if you have any questions

Robert

From: Michelle Kuka <mkuka@smcgov.org>

Sent: Thursday, November 30, 2023 11:15 AM

To: Rocio Kiryczun <rkiryczun@smcgov.org>; Michael Callagy <MCallagy@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>

Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing

Hi everyone,

I never recieved a written proposal from OSS, but I just met with both OSS and DSA and they verbalized their counter proposal for our consideration:

- OSS is requesting that they have 20 hours a month of mandatory overtime to match the mandatory overtime requirement for Deputies in Transporation, specialty assignments and detectives (we proposed 18 hours a pay period which is 36 hours a month)- **My recommendation is we should agree to this**
- Requesting the double time overtime to start after they have worked 12 hours a pay period (or 6 hours a week) of overtime at time and a half (we proposed it start after 18 hours or 9 hours a week)- **Robert can your team cost out both options, so we can see the fiscal impact?**
- Requesting the agreement be for 12 months (we proposed 6 months) or adding language that we will meet with them again to discuss extending the agreement- **I do not recommend agreeing to this, if we decide to extend after 6 months of seeing the impact, we would initiate that discussion with them, no need to put that in the agreement**
- Requesting again to receive 5 hours of wellness comp time off (separate time off bank than their earned comp time) a pay period as a thank you for all their hard work, to help with retention, and also have the ability to cash out that

time off bank at the end of the year. If we are not willing to do the 5 hours, would we consider a lower amount of time off hours into that bank with the option to cash it out or would we be willing to do a one-time lump sum payment of \$2000 to all in the DSA and OSS bargaining units as a thank you.- ***I do not recommend that we agree to giving them additional time off, we are proposing to take away the Lieutenants 5 hours of comp time for the year they would be eligible to earn overtime, they also both already received the \$2000 ratification bonus when they signed their last contract.***

I am scheduled to meet with them again on Monday morning, so I am hoping to have direction on these items before that meeting. Please let me know if you would prefer to meet to discuss these items.

Thank you,
Michelle

From: Michelle Kuka <mkuka@smcgov.org>
Sent: Tuesday, November 28, 2023 10:44 AM
To: Rocio Kiryczun <rkiryczun@smcgov.org>; Michael Callagy <MCallagy@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>
Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing

Hi everyone,

OSS requested to meet with me yesterday afternoon to discuss this proposed change and they indicated that they will be sending me a counter proposal by tomorrow (11/29) evening and then we are scheduled to meet again on Thursday (11/30) and Monday (12/4) to further discuss their counter proposal. I explained that given this timeline, this item will not be ready to go to the Board for their approval on 12/5 and they asked that we try to place this item on the 12/12 Board agenda instead so they have time to give us a counter and also talk with their membership. I have not yet heard from DSA, but OSS indicated that they believed DSA was aligned with OSS, so I propose that we move all of these items to the 12/12 Board agenda.

Here are the highlights of the discussion with OSS:

- OSS stated that they initially presented a proposal to the Sheriff and Mike that is different than what I sent back to them. OSS said that they initially made their proposal to help as a retention tool and to boost morale, but the County's proposal back to them is just a ploy to get people to work more overtime. I explained that it was my understanding that all parties were trying to work together to address the critical staffing levels in the Sheriff's Office while the Sheriff's Office continues to work on hiring to fill the vacancies and this proposal is designed to address that need.
- They have concerns with the proposal including mandatory overtime for Sergeants. OSS stated that some Deputy positions like Transportation, Baliffs and Specialty Assignments (Narcotics Task Force, Detectives, Vehicle Theft Task Force) are currently only required to work 20 hours of mandatory overtime in a month, so they had concerns that we were going to require Sergeants to work a minimum of 18 hours a pay period (36 hours a month). They indicated their counter proposal will have a lower mandatory overtime

limit for OSS.

- OSS asked why we did not propose any "wellness time off". I explained that after the meeting with them, the County discussed the various ideas OSS and DSA had presented and it was determined that the best tool to use to address the current staffing crisis was to more evenly distribute the overtime assignments to lessen the burden on the employees who were working large amounts of overtime and to add additional compensation for those who do work more overtime hours as an additional incentive. Giving employees in DSA and OSS more time off when there is already a struggle to fill the existing overtime shifts is counter intuitive.
- OSS believes the Lieutenants will not be happy with the change we are proposing for them, so OSS thinks this will hurt morale for Sergeants and Lieutenants.

OSS stated that they anticipate their counter proposal will include:

- Lower amount of mandatory overtime for OSS
- That they will earn double time for either all overtime worked or after working just 12 hours of overtime at time and a half in a pay period (we proposed after 18 hours a pay period)
- And that they will add in some other things (I imagine adding back in some additional time off)

I will share their counter proposal as soon as I receive it.

Thanks!

Michelle

From: Michelle Kuka <mkuka@smcgov.org>

Sent: Wednesday, November 22, 2023 1:32 PM

To: Rocio Kiryczun <rkiryczun@smcgov.org>; Michael Callagy <MCallagy@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>

Subject: Fw: Follow-up on meeting regarding Sheriff's Office staffing

Hi everyone,

Please see the email below that I just sent to DSA and OSS. You will note that I also informed them of the proposed change to the Lieutenants as technically the Lieutenants would be performing their bargaining unit work when working this overtime. Additionally, in order to limit any risk with the FLSA exempt status for the Lieutenants, I put a limit on the amount of overtime they can work in a pay period to be 18 hours. That way the majority of their work will still be management level work. I will keep you informed of any relevant discussions with DSA and OSS.

Please let me know if you have any questions.

Thanks,

Michelle

From: Michelle Kuka <mkuka@smcgov.org>

Sent: Wednesday, November 22, 2023 1:27 PM

To: Carlos Tapia <tapia@mydsa.com>; Hector Acosta <HAcosta@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>

Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing

Hi Carlos, Hector and Jeff,

Thank you again for taking the time to share your concerns and ideas with us.

Taking all of the factors into consideration, the County is proposing some temporary changes to assist with the immediate staffing crisis that the Sheriff's Office is experiencing. In summary, we are proposing the following:

- For DSA and OSS represented employees in the Sheriff's Office: Any authorized overtime worked above nine (9) hours of overtime paid at the traditional rate of time and a half in a pay week shall be compensable at the rate of two times the overtime worked whether compensated by monetary payment or by the granting of compensatory time off. The first nine (9) hours of overtime in a week shall be compensable at the rate of one and a half times the overtime worked whether compensated by monetary payment or by the granting of compensatory time off.
- We are still confirming with the Controller's Office whether or not we need separate language for the DSA and OSS represented employees who work 12-hour shifts to clarify that the double time will begin once the employee has worked more than 18 hours of overtime paid at time and a half in a bi-weekly pay period. If that language is needed based on how overtime is currently calculated, I will need to add that clarification to the attached Tentative Agreement, but I wanted to get you the draft language so you can begin to review it.
- For OSS represented employees in the Sheriff's Office: All OSS represented employees would be required to work 18 hours of overtime each pay period for the duration of this agreement (December 10, 2023 through January 22, 2024).
- If we are able to get your agreement by next Wednesday (November 29, 2023), we plan to bring this item to the Board of Supervisors meeting on December 5, 2023 for their approval. If the Board approves, this agreement will be in place from December 10, 2023 through January 22, 2024 (approximately 6 months).
- Attached are the draft Tentative Agreements for DSA and OSS with the proposed changes indicated in redline. We will need these signed agreements for the Board documents.

To further assist with the staffing challenges, we are also planning to request that the Board of Supervisors approve a change to the Management Resolution that would allow Lieutenants to earn overtime compensation at the rate of time and a half from December 24, 2023 through December 21, 2024 to encourage them to fill some of the open overtime shifts on patrol and in the correctional facilities. During this time period the Lieutenants will not earn the 5 hours of Management/Administrative Time each pay period and will not have the ability to cash out any accrued Management/Administrative Time in the calendar year 2024. Lieutenants would not be eligible to work more than 18 hours of overtime in a pay period.

Please let me know if you have any questions or if you want to schedule a time to meet early next week to discuss.

Thank you,

Michelle

Michelle Kuka

Deputy Director, Human Resources

San Mateo County Human Resources

455 County Center, 5th Floor
Redwood City, CA 94063
(650) 474-9433
Fax (650) 363-4822
mkuka@smcgov.org

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From: Carlos Tapia <tapia@mydsa.com>
Sent: Thursday, November 16, 2023 2:55 PM
To: Hector Acosta <HAcosta@smcgov.org>
Cc: Michelle Kuka <mkuka@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Michael Callagy <MCallagy@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>
Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing
CAUTION: This email originated from outside of San Mateo County. Unless you recognize the sender's email address and know the content is safe, do not click links, open attachments or reply.

Michelle,
Thank you for listening. The DSA appreciates the County's efforts in this matter.
Carlos Tapia
650-784-1931 cell
Sent from my iPhone

On Nov 16, 2023, at 13:34, Hector Acosta <HAcosta@smcgov.org> wrote:

Michelle,
Thank you for the quick response. Your efforts are greatly appreciated!
Kind regards,

Hector Acosta

Sergeant- Transit Police Bureau
San Mateo County Sheriff's Office
1250 San Carlos Ave
San Carlos, CA 94070
Phone: 650-622-8090

HAcosta@smcgov.org
<http://www.smcsheriff.com>

-COMMITMENT « INTEGRITY « COMPASSION
<Outlook-roq3dctn.png>

From: Michelle Kuka <mkuka@smcgov.org>
Sent: Thursday, November 16, 2023 11:47 AM
To: Hector Acosta <HAcosta@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Carlos Tapia <tapia@mydsa.com>
Cc: Michael Callagy <MCallagy@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>

Subject: Follow-up on meeting regarding Sheriff's Office staffing

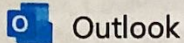
Good morning,

Thank you for taking the time to meet with us yesterday to share your concerns and ideas to address the concerns. I am working on exploring potential options and I wanted to let you know that we understand the urgency of the situation and I will be reaching out to you early next week.

Take care,

Michelle

Exhibit 10



Outlook

Fwd: Termination of Assistant Sheriff Ryan Monaghan

From Michael Callagy <MCallagy@smcgov.org>
Date Sat 9/21/2024 7:27 PM
To Stephen Wagstaffe <swagstaffe@smcgov.org>

FYI

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From: Michael Callagy <MCallagy@smcgov.org>
Sent: Saturday, September 21, 2024 1:00 PM
To: Christina Corpus <CCorpus@smcgov.org>
Cc: Warren Slocum <WSlocum@smcgov.org>; David Canepa <dcanepa@smcgov.org>; Dave Pine <dpine@smcgov.org>; Noelia Corzo <ncorzo@smcgov.org>; Ray Mueller <rmueller@smcgov.org>; John Nibbelin <jnibbelin@smcgov.org>
Subject: Termination of Assistant Sheriff Ryan Monaghan

Dear Sheriff Corpus:

I write to inform you that I have directed the County Human Resources Director, Rocio Kiryczun, to not process the termination of employment of Assistant Sheriff Ryan Monaghan. I take this action in an attempt to limit the County's risk, including from claims of unlawful retaliation.

Among other things, I note that I have been informed that AS Monaghan was approached by Victor Aenlle on the evening of Tuesday, September 17, 2024, after an event in Half Moon Bay and, at that time, Mr. Aenlle asked AS Monaghan whether he had spoken to Judge Cordell, who as you know, is undertaking, on the County's behalf, an independent investigation regarding complaints received involving your department.

Given the scope of the investigation and his position, I find it completely improper for Mr. Aenlle to be inquiring of anyone in the Sheriff's Office regarding their participation in Judge Cordell's independent investigation. Such conduct could reasonably be perceived as retaliatory and/or an attempt to interfere with Judge Cordell's investigation.

I have also been informed that when AS Monaghan told Mr. Aenlle that he had, in fact, participated in the investigation and been interviewed by Judge Cordell, Mr. Aenlle stated, "When were you planning on telling us this?" Again, I believe this sort of questioning is improper in that it could reasonably be viewed as retaliatory and/or an attempt to intimidate potential witnesses and interfere with Judge Cordell's independent investigation. Undersheriff Perea was present while this conversation took place and he took action to stop this questioning by Mr. Aenlle.

I understand that on Wednesday, September 18, 2024, AS Monaghan informed you of his conversation the prior evening with Mr. Aenlle and that you said something to the effect that Mr. Aenlle was "just asking a question." Then, late in the day on Friday, September 20, 2024, I was informed that AS Monaghan was called into your office and that you said that you took this action because he "could not be trusted."

Exhibit 11

Sheriff Interview

2 messages

Michael Callagy <MCallagy@smcgov.org>

Wed, Apr 30, 2025 at 3:17 PM

To: Christina Ro-Connolly <christina@oiglaw.com>, Jim Hartnett <hartnettjim@comcast.net>

Dear Tina.

In our last meeting on Wednesday April 23rd, you asked about a conversation I had with Supervisor Speier and whether I said during the conversation that the Sheriff should resign. I think you said it was in July of 2024. I have been thinking about that conversation and while I don't have a specific recollection of the statement you asked about, it is possible that I mentioned resignation.

I believe that by the time of the conversation with Supervisor Speier occurred I had learned that the Sheriff had used the N word and made homophobic slurs. While the Sheriff may now deny doing so, (and I believe there is forensic evidence that will show otherwise), to me if she did say those things, it was my personal belief that would be intolerable in the eyes of the public and with the law enforcement community. I remember thinking when I learned about those allegations that there was a strong possibility that there would be no way a Sheriff or any LE leader could stay in office after making such comments. I've never heard of a LE leader staying in office if it was proven they used racist or prejudicial language. That would certainly be my opinion of what any law enforcement leader or anyone in LE should do if they said those kind of things. I did tell the Supervisor of the issues with the Sheriff's Office that were public (and issues with other County depts. that were not public), but I did not tell Supervisor Speier the specifics, other than the already public knowledge of what was going on at the time. In other words I did not tell her about the N word or homophobic comments that were allegedly made during my conversation with her in July. 2024. Again I don't remember specifically saying I think the Sheriff should resign, but I know by the time I spoke to Jackie that I was definitely thinking the Sheriff would probably have to resign because of the comments she allegedly made. I just want to make sure I answered your question as completely as possible.

Additionally, in regard to what I was wearing at the Sheriff's swearing in ceremony, there must be pictures someplace of me there. I believe it was a weekend and raining. I'm sure I would have been dressed more casual in a sport coat or sweater, nice jeans, nice shoes and a nice shirt. I often wear that to weekend events as I wear a suit all week. I really don't remember anyone offering me a seat upfront, but I would not be looking for a seat up front. It was not about me as I was there to celebrate the new Sheriff. Anyone who knows me knows I'm very unassuming. In fact I don't believe I was ever at any other swearing in for any sheriff, though I certainly knew the other sheriffs better. As busy as I am, to take time out of a weekend and support the Sheriff by going to her swearing in, speaks volumes. The thought I would go there to disrespect her is one of the craziest things I've heard. I don't know who thinks like that or could possibly come to that conclusion. There was literally hundreds of people there and I don't believe I even had an opportunity to get close to the Sheriff to talk to her, but it was her day not mine.

In fact several months later, the Sheriff invited me to a SAL fundraiser literally hours before the event. I didn't take offense to that. I showed up with my wife (in a suit as it was an evening after work) and donated \$1000 to the Sheriff's Athletic League to support the Sheriff.

I also heard the rumors about me asking people to be the next Sheriff. Specifically, I never asked Ryan Monahan, Lee Violet or Ed Barberini to be the Sheriff. That just never occurred. In fact I called people after I heard that and confronted them and they said they never said that. Conversely, I had at least five (5) people contact me about being

the next Sheriff and I told them all the same thing...It was not up to me and the Board is not even remotely focused on that right now. I also pointed them to the Charter for information.

I know you have a lot going on, but if get a chance to contact Illiana Rodriguez, Adam Ely, Justin Mates, Heather Enders, Rocio Kiryczun, Ryan Monaghan and Chris Hsiung can fill in some of the context here.

I'm always happy to answer any other questions you have.

Best regards,

Mike

Mike Callagy (he/him)*

County Executive

County of San Mateo | [400 County Center](#), 1st floor, Redwood City, CA 94063

650-363-4129

mcallagy@smcgov.org

www.smcgov.org

***Here is why I include my pronouns:** It's important to get pronouns correct to support belonging and respect in the workplace for everyone, inclusive of our LGBTQ+ communities. Pronouns are words used to refer to people and are often gendered (such as, she/her and he/him versus they/them). We cannot assume we can tell the correct pronoun for a person. As an ally, an easy way to normalize the use of self-identified pronouns is to include them in your email signature and share them when introducing yourself in meetings. When we normalize the inclusion of pronouns, it will be more affirming for transgender, nonbinary, and gender diverse people to share theirs. **Will you join me, in solidarity, to include your pronouns in your email signature?** For more details on pronouns and how you can be in solidarity with gender diverse and transgender individuals visit: <https://www.mypronouns.org/>

Christina Ro-Connolly <christina@oiglaw.com>
To: Michael Callagy <mcallagy@smcgov.org>
Cc: Jim Hartnett <hartnettjim@comcast.net>
Bcc: Christina Ro-Connolly <christina@oiglaw.com>

Wed, Apr 30, 2025 at 3:49 PM

Received - thank you.

And thank you for making the time for a follow up call tomorrow morning.

Best,
Tina



Christina J. Ro-Connolly, AWI-CH
Partner

(925) 212-4102
christina@oiglaw.com
Pronouns: she/her

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[Quoted text hidden]

Exhibit 12

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

Captain Rebecca Albin · 1h



A Letter to my Coastside Community-

When I came to the Coast in 2022, I shared with you all that I was new to your community, and was hoping to hear from your perspectives what issues were important to you, and where you thought my efforts would best be spent. I met so many of you at that time and since, and you all made me feel welcome and supported in my role. You shared with me when you felt things were going well and when you felt they were not. I so appreciated the ability to converse with all of you here and in real life, and to be able to work collaboratively with so many of you as my partners. All that said, the time has come for me to move on to another new community and start again. As some of you may be able to relate, my commute to your wonderful Coastline is quite a long one and being offered the opportunity to shorten that commute considerably, was an offer I could not refuse. I will truly miss you all, and take with me all the experiences we have had together, and trust you will be left in good hands with your next Captain.

Posted to **Subscribers of San Mateo County Sheriff's Office** in 5 areas



12



Like



6



Share

Exhibit 13

From: Stacey Stevenson sstevenson@smcgov.org
Subject: FW: Follow-up on meeting regarding Sheriff's Office staffing

Date: December 1, 2023 at 2:44 PM

To: Roberto Manchia RManchia@smcgov.org, Michelle Kuka mkuka@smcgov.org, Rocio Kiryczun rkiryczun@smcgov.org, Michael Callagy MCallagy@smcgov.org, Christina Corpus CCorpus@smcgov.org

SS

Thanks, Robert. I just wanted to point out that the \$12M estimated figure is based on the starting point of 6 hours of double-time per week (and they could work more). The calculation includes experience pay but does not include the various MOU-driven specialty pays that many DSA/OSS employees receive (night shift differential of 5.74%, POST pay of 7.5%, detective pay of 11.48%, etc.). That calculation would be much more time-intensive, so the \$12M is a good starting point.

We would need to do a separate additional estimate on any Lieutenant overtime agreement, if needed.

Controller's Office will need to have separate earnings codes created for both the DSA/OSS agreement, and the Lt agreement, so we can determine true costs in the future.

Thanks,
Stacey

From: Roberto Manchia <RManchia@smcgov.org>

Sent: Friday, December 1, 2023 2:17 PM

To: Michelle Kuka <mkuka@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>; Michael Callagy <MCallagy@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>

Subject: RE: Follow-up on meeting regarding Sheriff's Office staffing

Good afternoon everyone,

We have done the study for the second bullet below and believe that the cost is approx.. \$12. Million for the 6 months for 75% of the authorized position (please see attached).

Let me know if you have any questions

Robert

From: Michelle Kuka <mkuka@smcgov.org>

Sent: Thursday, November 30, 2023 11:15 AM

To: Rocio Kiryczun <rkiryczun@smcgov.org>; Michael Callagy <MCallagy@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>

Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing

Hi everyone,

I never recieved a written proposal from OSS, but I just met with both OSS and DSA and they verbalized their counter proposal for our consideration:

- OSS is requesting that they have 20 hours a month of mandatory overtime to match the mandatory overtime requirement for Deputies in Transporation, specialty assignments and detectives (we proposed 18 hours a pay period which is 36 hours a month)- ***My recommendation is we should agree to this***
- Requesting the double time overtime to start after they have worked 12 hours a pay period (or 6 hours a week) of overtime at time and a half (we proposed it start after 18 hours or 9 hours a week)- ***Robert can your team cost out both options, so we can see the fiscal impact?***
- Requesting the agreement be for 12 months (we proposed 6 months) or adding language that we will meet with them again to discuss extending the agreement- ***I do not recommend agreeing to this, if we decide to extend***

after 6 months of seeing the impact, we would initiate that discussion with them, no need to put that in the agreement

- Requesting again to receive 5 hours of wellness comp time off (separate time off bank than their earned comp time) a pay period as a thank you for all their hard work, to help with retention, and also have the ability to cash out that time off bank at the end of the year. If we are not willing to do the 5 hours, would we consider a lower amount of time off hours into that bank with the option to cash it out or would we be willing to do a one-time lump sum payment of \$2000 to all in the DSA and OSS bargaining units as a thank you.- ***I do not recommend that we agree to giving them additional time off, we are proposing to take away the Lieutenants 5 hours of comp time for the year they would be eligible to earn overtime, they also both already received the \$2000 ratification bonus when they signed their last contract.***

I am scheduled to meet with them again on Monday morning, so I am hoping to have direction on these items before that meeting. Please let me know if you would prefer to meet to discuss these items.

Thank you,
Michelle

From: Michelle Kuka <mkuka@smcgov.org>

Sent: Tuesday, November 28, 2023 10:44 AM

To: Rocio Kiryczun <rkiryczun@smcgov.org>; Michael Callagy <MCallagy@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>

Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing

Hi everyone,

OSS requested to meet with me yesterday afternoon to discuss this proposed change and they indicated that they will be sending me a counter proposal by tomorrow (11/29) evening and then we are scheduled to meet again on Thursday (11/30) and Monday (12/4) to further discuss their counter proposal. I explained that given this timeline, this item will not be ready to go to the Board for their approval on 12/5 and they asked that we try to place this item on the 12/12 Board agenda instead so they have time to give us a counter and also talk with their membership. I have not yet heard from DSA, but OSS indicated that they believed DSA was aligned with OSS, so I propose that we move all of these items to the 12/12 Board agenda.

Here are the highlights of the discussion with OSS:

- OSS stated that they initially presented a proposal to the Sheriff and Mike that is different than what I sent back to them. OSS said that they initially made their proposal to help as a retention tool and to boost morale, but the County's proposal back to them is just a ploy to get people to work more overtime. I explained that it was my understanding that all parties were trying to work together to address the critical staffing levels in the Sheriff's Office while the Sheriff's Office continues to work on hiring to fill the vacancies and this proposal is designed to address that need.
- They have concerns with the proposal including mandatory overtime for

Sergeants. OSS stated that some Deputy positions like Transportation, Baliffs and Specialty Assignments (Narcotics Task Force, Detectives, Vehicle Theft Task Force) are currently only required to work 20 hours of mandatory overtime in a month, so they had concerns that we were going to require Sergeants to work a minimum of 18 hours a pay period (36 hours a month). They indicated their counter proposal will have a lower mandatory overtime limit for OSS.

- OSS asked why we did not propose any "wellness time off". I explained that after the meeting with them, the County discussed the various ideas OSS and DSA had presented and it was determined that the best tool to use to address the current staffing crisis was to more evenly distribute the overtime assignments to lessen the burson on the employees who were working large amounts of overtime and to add additional compensation for those who do work more overtime hours as an additional incentive. Giving employees in DSA and OSS more time off when there is already a struggle to fill the existing overtime shifts is counter intuitive.
- OSS believes the Lieutenants will not be happy with they change we are proposing for them, so OSS thinks this will hurt morale for Sergeants and Lieutenants.

OSS stated that they anticipate their counter proposal will include:

- Lower amount of mandatory overtime for OSS
- That they will earn double time for either all overtime worked or after working just 12 hours of overtime at time and a half in a pay period (we proposed after 18 hours a pay period)
- And that they will add in some other things (I imagine adding back in some additional time off)

I will share their counter proposal as soon as I receive it.

Thanks!

Michelle

From: Michelle Kuka <mkuka@smcgov.org>

Sent: Wednesday, November 22, 2023 1:32 PM

To: Rocio Kiryczun <rkiryczun@smcgov.org>; Michael Callagy <MCallagy@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>

Subject: Fw: Follow-up on meeting regarding Sheriff's Office staffing

Hi everyone,

Please see the email below that I just sent to DSA and OSS. You will note that I also informed them of the proposed change to the Lieutenants as technically the Lieutenants would be performing their bargaining unit work when working this overtime. Additionally, in order to limit any risk with the FLSA exempt status for the Lieutenants, I put a limit on the amount of overtime they can work in a pay period to be 18 hours. That way the majority of their work will still be management level work. I will keep you informed of any relevant discussions with DSA and OSS.

Please let me know if you have any questions.

I nanks,
Michelle

From: Michelle Kuka <mkuka@smcgov.org>

Sent: Wednesday, November 22, 2023 1:27 PM

To: Carlos Tapia <tapia@mydsa.com>; Hector Acosta <HAcosta@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>

Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing

Hi Carlos, Hector and Jeff,

Thank you again for taking the time to share your concerns and ideas with us.

Taking all of the factors into consideration, the County is proposing some temporary changes to assist with the immediate staffing crisis that the Sheriff's Office is experiencing. In summary, we are proposing the following:

- For DSA and OSS represented employees in the Sheriff's Office: Any authorized overtime worked above nine (9) hours of overtime paid at the traditional rate of time and a half in a pay week shall be compensable at the rate of two times the overtime worked whether compensated by monetary payment or by the granting of compensatory time off. The first nine (9) hours of overtime in a week shall be compensable at the rate of one and a half times the overtime worked whether compensated by monetary payment or by the granting of compensatory time off.
- We are still confirming with the Controller's Office whether or not we need separate language for the DSA and OSS represented employees who work 12-hour shifts to clarify that the double time will begin once the employee has worked more than 18 hours of overtime paid at time and a half in a bi-weekly pay period. If that language is needed based on how overtime is currently calculated, I will need to add that clarification to the attached Tentative Agreement, but I wanted to get you the draft language so you can begin to review it.
- For OSS represented employees in the Sheriff's Office: All OSS represented employees would be required to work 18 hours of overtime each pay period for the duration of this agreement (December 10, 2023 through January 22, 2024).
- If we are able to get your agreement by next Wednesday (November 29, 2023), we plan to bring this item to the Board of Supervisors meeting on December 5, 2023 for their approval. If the Board approves, this agreement will be in place from December 10, 2023 through January 22, 2024 (approximately 6 months).
- Attached are the draft Tentative Agreements for DSA and OSS with the proposed changes indicated in redline. We will need these signed agreements for the Board documents.

To further assist with the staffing challenges, we are also planning to request that the Board of Supervisors approve a change to the Management Resolution that would allow Lieutenants to earn overtime compensation at the rate of time and a half from December 24, 2023 through December 21, 2024 to encourage them to fill some of the open overtime shifts on patrol and in the correctional facilities. During

some of the open overtime shifts on patrol and in the conventional resources. During this time period the Lieutenants will not earn the 5 hours of Management/Administrative Time each pay period and will not have the ability to cash out any accrued Management/Administrative Time in the calendar year 2024. Lieutenants would not be eligible to work more than 18 hours of overtime in a pay period.

Please let me know if you have any questions or if you want to schedule a time to meet early next week to discuss.

Thank you,
Michelle

Michelle Kuka
Deputy Director, Human Resources

San Mateo County Human Resources
455 County Center, 5th Floor
Redwood City, CA 94063
(650) 474-9433
Fax (650) 363-4822

mkuka@smcgov.org

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From: Carlos Tapia <tapia@mydsa.com>
Sent: Thursday, November 16, 2023 2:55 PM
To: Hector Acosta <HAcosta@smcgov.org>
Cc: Michelle Kuka <mkuka@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Michael Callagy <MCallagy@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>
Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing
CAUTION: This email originated from outside of San Mateo County. Unless you recognize the sender's email address and know the content is safe, do not click links, open attachments or reply.

Michelle,
Thank you for listening. The DSA appreciates the County's efforts in this matter.
Carlos Tapia
650-784-1931 cell
Sent from my iPhone

On Nov 16, 2023, at 13:34, Hector Acosta <HAcosta@smcgov.org> wrote:

Michelle,
Thank you for the quick response. Your efforts are greatly appreciated!
Kind regards,
Hector Acosta

Sergeant- Transit Police Bureau
San Mateo County Sheriff's Office

1250 San Carlos Ave
San Carlos, CA 94070
Phone: 650-622-8090

HAcosta@smcgov.org

<http://www.smcsheriff.com>

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From: Michelle Kuka <mkuka@smcgov.org>

Sent: Thursday, November 16, 2023 11:47 AM

To: Hector Acosta <HAcosta@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>;
Carlos Tapia <tapia@mydsa.com>

Cc: Michael Callagy <MCallagy@smcgov.org>; Rocio Kiryczun
<rkiryczun@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>; Stacey
Stevenson <sstevenson@smcgov.org>; Roberto Manchia
<RManchia@smcgov.org>

Subject: Follow-up on meeting regarding Sheriff's Office staffing

Good morning,

Thank you for taking the time to meet with us yesterday to share your concerns and ideas to address the concerns. I am working on exploring potential options and I wanted to let you know that we understand the urgency of the situation and I will be reaching out to you early next week.

Take care,

Michelle


Copy of SO OT Analysis v2.xlsx

375 KB



Exhibit 14



From: Michelle Kuka mkuka@smcgov.org 
Subject: Fwd: Follow-up on meeting regarding Sheriff's Office staffing
Date: December 8, 2023 at 4:58 PM
To: Chris Hsiung chsiung@smcgov.org, Christina Corpus CCorpus@smcgov.org

Hi Chris,

Attached is the agreement and the email below confirms the agreement on the 20 hours a month of overtime.

Thanks!
Michelle

From: Michelle Kuka <mkuka@smcgov.org>
Sent: Tuesday, December 5, 2023 6:09 PM
To: Hector Acosta <HAcosta@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Donald Burnett <dburnett@smcgov.org>; Robert Raw <rrow@smcgov.org>
Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing

Hi Hector,

As a follow-up to my message, I just became aware that the Sheriff's Office already has a Special Order in place to address overtime expectations and they plan to continue to address overtime expectations through similar orders, so I have taken that sentence out of the side letter. Attached is the updated side letter, so please use this version. As we have discussed, the expectation is still that Sergeants will sign up for at least 20 hours a month of overtime in the core assignments.

Thank you,
Michelle

Michelle Kuka
Deputy Director, Human Resources
San Mateo County Human Resources
455 County Center, 5th Floor
Redwood City, CA 94063
(650) 474-9433
Fax (650) 363-4822
mkuka@smcgov.org

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From: Hector Acosta <HAcosta@smcgov.org>
Sent: Tuesday, December 5, 2023 2:57 PM
To: Michelle Kuka <mkuka@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Carlos Tapia <tapia@mydsa.com>; Donald Burnett <dburnett@smcgov.org>; Robert Raw <rrow@smcgov.org>
Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing

Michelle,

I found it. I thought you had told me to look for the additions in red. Thank you!

Hector Acosta
Sergeant- Transit Police Bureau
San Mateo County Sheriff's Office

1250 San Carlos Ave
San Carlos, CA 94070
Phone: 650-622-8090
HAcosta@smcgov.org
<http://www.smcsheriff.com>

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From: Michelle Kuka <mkuka@smcgov.org>
Sent: Tuesday, December 5, 2023 2:49 PM
To: Hector Acosta <HAcosta@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Carlos Tapia <tapia@mydsa.com>; Donald Burnett <dburnett@smcgov.org>; Robert Raw <rraw@smcgov.org>
Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing
Hi Hector,

I had emailed that to you this morning. I have attached it again for your reference.

Thanks!
Michelle

From: Hector Acosta <HAcosta@smcgov.org>
Sent: Tuesday, December 5, 2023 2:48 PM
To: Michelle Kuka <mkuka@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Carlos Tapia <tapia@mydsa.com>; Donald Burnett <dburnett@smcgov.org>; Robert Raw <rraw@smcgov.org>
Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing
Michelle,

We're still waiting for the side letter with the new verbiage. I want to get that out to the membership ASAP.

Thank you,

Hector Acosta
Sergeant- Transit Police Bureau
San Mateo County Sheriff's Office
1250 San Carlos Ave
San Carlos, CA 94070
Phone: 650-622-8090
HAcosta@smcgov.org

<http://www.smcsheriff.com>

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From: Michelle Kuka <mkuka@smcgov.org>

Sent: Tuesday, December 5, 2023 2:36 PM

To: Jeffrey Carr <jcarr@smcgov.org>; Hector Acosta <HAcosta@smcgov.org>; Carlos Tapia <tapia@mydsa.com>; Donald Burnett <dburnett@smcgov.org>; Robert Raw <rraw@smcgov.org>

Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing
Hi Jeffrey,

Attached is the cost estimate for the double overtime. As I mentioned, the \$12 Million dollars is the cost estimate if everyone in the bargaining unit worked a minimum of 6 hours of double overtime a week (difference between mandatory overtime and when the double overtime would begin). Any additional overtime worked would have additional costs. The calculation includes experience pay but does not include the various MOU-driven specialty pays that many DSA/OSS employees receive (night shift differential of 5.74%, POST pay of 7.5%, detective pay of 11.48%, etc.). As you will see we also took into account 75% of the budgeted positions.

Thanks,
Michelle

From: Jeffrey Carr <jcarr@smcgov.org>

Sent: Tuesday, December 5, 2023 1:44 PM

To: Michelle Kuka <mkuka@smcgov.org>; Hector Acosta <HAcosta@smcgov.org>; Carlos Tapia <tapia@mydsa.com>; Donald Burnett <dburnett@smcgov.org>; Robert Raw <rraw@smcgov.org>

Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing
Michelle,

We never got the numbers the county used to get the 12 million cost estimate. Can you please forward that to us?

Thanks



JEFFREY L. CARR

Detective Sergeant

650-599-4058-Desk

San Mateo County Sheriff's Office

<http://www.smcsheriff.com>

From: Michelle Kuka <mkuka@smcgov.org>
Sent: Tuesday, December 5, 2023 12:20 PM
To: Hector Acosta <HAcosta@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Carlos Tapia <tapia@mydsa.com>; Donald Burnett <dburnett@smcgov.org>; Robert Raw <rraw@smcgov.org>
Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing
Hi everyone,

Attached is the revised side letter for OSS which reduces the mandatory overtime to 20 hours a month working in one of the core assignments.

Please let me know if you have any questions.
Thanks!
Michelle

From: Hector Acosta <HAcosta@smcgov.org>
Sent: Monday, November 27, 2023 9:53 AM
To: Michelle Kuka <mkuka@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Carlos Tapia <tapia@mydsa.com>; Donald Burnett <dburnett@smcgov.org>; Robert Raw <rraw@smcgov.org>
Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing
Hi Michelle,

Thanks for making yourself available. If the meeting is remote, I would love to attend. Please include me in the invite for the meeting.
Thanks again!

Regards,

Hector Acosta

Sergeant- Transit Police Bureau
San Mateo County Sheriff's Office
1250 San Carlos Ave
San Carlos, CA 94070
Phone: 650-622-8090

HAcosta@smcgov.org

<http://www.smcsheriff.com>

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From: Michelle Kuka <mkuka@smcgov.org>
Sent: Monday, November 27, 2023 9:40 AM

To: Jeffrey Carr <jcarr@smcgov.org>; Hector Acosta <HAcosta@smcgov.org>; Carlos Tapia <tapia@mydsa.com>; Donald Burnett <dburnett@smcgov.org>; Robert Raw <rrow@smcgov.org>

Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing

Thank you, I have just sent out a meeting appointment and as I noted this will be a remote meeting via Teams.

Talk to you soon,
Michelle

From: Jeffrey Carr <jcarr@smcgov.org>

Sent: Monday, November 27, 2023 9:31 AM

To: Michelle Kuka <mkuka@smcgov.org>; Hector Acosta <HAcosta@smcgov.org>; Carlos Tapia <tapia@mydsa.com>; Donald Burnett <dburnett@smcgov.org>; Robert Raw <rrow@smcgov.org>

Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing

Thanks for your flexibility. I spoke with Sgt. Burnett and Sgt. Raw and we would like to meet today at 1:00.



JEFFREY L. CARR

Detective Sergeant

650-599-4058-Desk

San Mateo County Sheriff's Office

<http://www.smcsheriff.com>

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From: Michelle Kuka <mkuka@smcgov.org>

Sent: Monday, November 27, 2023 8:57 AM

To: Hector Acosta <HAcosta@smcgov.org>; Carlos Tapia <tapia@mydsa.com>; Jeffrey Carr <jcarr@smcgov.org>; Donald Burnett <dburnett@smcgov.org>; Robert Raw <rrow@smcgov.org>

Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing

Hi Hector,

The reason that I was trying to meet before Thursday is that we are trying to get this item onto the December 5th Board Agenda. The Board Agendas are published the Wednesday before the Board meeting, so we need to have all of the documents finalized by that date (November 29th). If we are unable to meet and finalize the documents by Wednesday, this item would have to be pushed to the next Board meeting.

I am currently available on the following dates and times:

- Today, anytime before 3:00 (remote only)
- Tuesday, between 9-11, 12-2, after 3:30
- Wednesday, anytime before 3:00 or after 4:00
- Thursday, anytime before 3:00 (this will not make the December 5th Board meeting)

Please let me know if any of these dates/times will work for you.

Thank you,
Michelle

From: Hector Acosta <HAcosta@smcgov.org>

Sent: Sunday, November 26, 2023 7:48:50 PM

To: Michelle Kuka <mkuka@smcgov.org>; Carlos Tapia <tapia@mydsa.com>; Jeffrey Carr <jcarr@smcgov.org>; Donald Burnett <dburnett@smcgov.org>; Robert Raw <rrow@smcgov.org>

Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing

Hi Michelle

Hi Michelle,

Thank you for your e-mail. The OSS would like to discuss this further with you. Unfortunately, tonight is my Friday and I will be out of town until Thursday. I know you want to resolve this by Wednesday but would it be at all possible to meet on Thursday? If Thursday works for you, please provide a time and location. If Thursday is not an option, the OSS can send other board members to represent our organization prior to Thursday.

Thank you,

Hector Acosta

Sergeant- Transit Police Bureau
San Mateo County Sheriff's Office
1250 San Carlos Ave
San Carlos, CA 94070
Phone: 650-622-8090

HAcosta@smcgov.org

<http://www.smcsheriff.com>

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From: Michelle Kuka <mkuka@smcgov.org>

Sent: Wednesday, November 22, 2023 1:27 PM

To: Carlos Tapia <tapia@mydsa.com>; Hector Acosta <HAcosta@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>

Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing
Hi Carlos, Hector and Jeff,

Thank you again for taking the time to share your concerns and ideas with us. Taking all of the factors into consideration, the County is proposing some temporary changes to assist with the immediate staffing crisis that the Sheriff's Office is experiencing. In summary, we are proposing the following:

- For DSA and OSS represented employees in the Sheriff's Office: Any authorized overtime worked above nine (9) hours of overtime paid at the traditional rate of time and a half in a pay week shall be compensable at the rate of two times the overtime worked whether compensated by monetary payment or by the granting of compensatory time off. The first nine (9) hours of overtime in a week shall be compensable at the rate of one and a half times the overtime worked whether compensated by monetary payment or by the granting of compensatory time off.

- We are still confirming with the Controller's Office whether or not we need separate language for the DSA and OSS represented employees who work 12-hour shifts to clarify that the double time will begin once the employee has worked more than 18 hours of overtime paid at time and a half in a bi-weekly pay period. If that language is needed based on how overtime is currently calculated, I will need to add that clarification to the attached Tentative Agreement, but I wanted to get you the draft language so you can begin to review it.
- For OSS represented employees in the Sheriff's Office: All OSS represented employees would be required to work 18 hours of overtime each pay period for the duration of this agreement (December 10, 2023 through January 22, 2024).
- If we are able to get your agreement by next Wednesday (November 29, 2023), we plan to bring this item to the Board of Supervisors meeting on December 5, 2023 for their approval. If the Board approves, this agreement will be in place from December 10, 2023 through January 22, 2024 (approximately 6 months).
- Attached are the draft Tentative Agreements for DSA and OSS with the proposed changes indicated in redline. We will need these signed agreements for the Board documents.

To further assist with the staffing challenges, we are also planning to request that the Board of Supervisors approve a change to the Management Resolution that would allow Lieutenants to earn overtime compensation at the rate of time and a half from December 24, 2023 through December 21, 2024 to encourage them to fill some of the open overtime shifts on patrol and in the correctional facilities. During this time period the Lieutenants will not earn the 5 hours of Management/Administrative Time each pay period and will not have the ability to cash out any accrued Management/Administrative Time in the calendar year 2024. Lieutenants would not be eligible to work more than 18 hours of overtime in a pay period.

Please let me know if you have any questions or if you want to schedule a time to meet early next week to discuss.

Thank you,
Michelle

Michelle Kuka
Deputy Director, Human Resources
San Mateo County Human Resources
455 County Center, 5th Floor
Redwood City, CA 94063
(650) 474-9433
Fax (650) 363-4822

mkuka@smcgov.org

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From: Carlos Tapia <tapia@mydsa.com>
Sent: Thursday, November 16, 2023 2:55 PM
To: Hector Acosta <HAcosta@smcgov.org>
Cc: Michelle Kuka <mkuka@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Michael Callagy <MCallagy@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>
Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing
CAUTION: This email originated from outside of San Mateo County. Unless you recognize the sender's email address and know the content is safe, do not click links, open attachments or reply.

Michelle,

Thank you for listening. The DSA appreciates the County's efforts in this matter.

Carlos Tapia
650-784-1931 cell
Sent from my iPhone

On Nov 16, 2023, at 13:34, Hector Acosta <HAcosta@smcgov.org> wrote:

Michelle,

Thank you for the quick response. Your efforts are greatly appreciated!

Kind regards,

Hector Acosta

Sergeant- Transit Police Bureau
San Mateo County Sheriff's Office
1250 San Carlos Ave
San Carlos, CA 94070
Phone: 650-622-8090

HAcosta@smcgov.org

<http://www.smcsheriff.com>

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From: Michelle Kuka <mkuka@smcgov.org>
Sent: Thursday, November 16, 2023 11:47 AM
To: Hector Acosta <HAcosta@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Carlos Tapia <tapia@mydsa.com>
Cc: Michael Callagy <MCallagy@smcgov.org>; Rocio Kiryczun

cc: Michael Canagy <mCanagy@smcgov.org>, Robert Kiryczun <rkiryczun@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>

Subject: Follow-up on meeting regarding Sheriff's Office staffing

Good morning,

Thank you for taking the time to meet with us yesterday to share your concerns and ideas to address the concerns. I am working on exploring potential options and I wanted to let you know that we understand the urgency of the situation and I will be reaching out to you early next week.

Take care,
Michelle

**OSS TA re Temporary Overtime
Increase to Double Time 2023 r...**

22 KB



TENTATIVE AGREEMENT
Between County of San Mateo and
Organization of Sheriff's Sergeants
Re: Revision to Section 8

The County of San Mateo ("County") and the Organization of Sheriff's Sergeants (OSS) tentatively agree to the changes reflected herein to Section 8 of the Memorandum of Understanding (MOU) between the County and DSA. This agreement only applies to OSS represented employees who work in the Sheriff's Office.

Effective upon the San Mateo County Board of Supervisors' adoption of this agreement, "Section 8" of the MOU between the County and the DSA will be amended as follows:

Section 8. Overtime

8.1 Authorization

Overtime-eligible employees are not permitted to work overtime except as provided for in their MOU, as directed and authorized by their supervisor, or in case of emergency, as determined by the agency. Working overtime without prior authorization or approval is grounds for discipline. In emergency situations that necessitate working overtime, the employee must notify a supervisor as soon as possible, and in no event later than the end of that day upon which the emergency occurred. If the supervisor denies the request to work overtime, the employee must obey the supervisor's directive and cease working.

Regardless of whether overtime has been authorized by a supervisor, all overtime work must be accurately reported in six-minute increments. Supervisors may not dissuade, discourage, prevent or otherwise reject the accurate reporting of overtime work – regardless of whether the overtime was authorized in advance.

8.2 Definition

Pursuant to Section 7(k) of the FLSA, the County has established a twenty-eight (28) day regularly recurring work period for all law enforcement personnel.

Except for employees regularly assigned to work 12-hour shifts, contractual overtime shall be defined as any authorized time worked in excess of forty (40) hours worked within a seven (7) day workweek, which begins Sunday morning at 12:00 a.m., and ends Saturday night at 11:59 p.m., and shall be compensable at the rate of one and one-half times the overtime worked, whether compensated by monetary payment or by the granting of compensatory time off. The employee has the choice of selecting monetary payment or time off.

For employees regularly assigned to work 12-hour shifts, contractual overtime shall be defined as hours worked in excess of eighty-four (84) hours in a 14-day, County-established pay period.

Effective the pay period following the Board of Supervisors approval of this tentative agreement and in place only through June 22, 2024, any authorized overtime hours worked by Sheriff's Sergeants above nine (9) hours of overtime in a week paid at the traditional rate of time and a half, shall be compensable at the rate of two times per hour worked whether compensated by monetary payment or by the granting of compensatory time off. All of the eligibility rules for overtime compensation detailed in Section 8 of this MOU apply to this paragraph. Effective June 23, 2024, the temporary agreement detailed in this paragraph will end.

For purposes of determining eligibility for contractual overtime compensation, any absence with pay, except sick leave, shall be considered as time worked.

Sick leave will be considered as time worked for the purpose of contractual overtime under the following conditions:

- The potential overtime hours occur due to the employee being called into work while officially assigned to be in an On-Call status within the same seven (7) day workweek (which begins Sunday morning at 12:00 a.m., and ends Saturday night at 11:59 p.m.), in which the sick leave occurs.
- The potential overtime hours occur due to the employee being ordered or mandated to work the additional hours when not in an On-Call status within the same seven (7) day workweek (which begins Sunday morning at 12:00 a.m., and ends Saturday night at 11:59 p.m.), in which the sick leave occurs.

Sick leave will not be considered as time worked under other circumstances. If the employee is not in an On-Call status and is not ordered or mandated to work the additional hours, sick leave used in a seven (7) day workweek (which begins Sunday morning at 12:00 a.m., and ends Saturday night at 11:59 p.m.), shall not be considered as time worked for the purposes of eligibility for overtime compensation.

The smallest increment of working time that may be credited as overtime is six (6) minutes. Portions of six (6) minutes worked at different times shall not be added together for the purpose of crediting overtime.

Employees who are regularly scheduled to work a biweekly overtime schedule will not receive overtime if they are receiving vacation or sick leave pay for the entire biweekly pay period during the time when the regularly scheduled overtime falls.

8.3 Compensatory Time Off (CTO)

A non-exempt employee may opt to accrue compensatory time-off ("CTO") in lieu of cash payment for overtime worked if the employee's supervisor agrees prior to overtime work being performed.

CTO accrues at the rate of one and one-half (1.5) hours for each hour of overtime worked. CTO cannot be accumulated in excess of ninety-six (96) hours at any given time. CTO which accrues in excess of ninety-six (96) hours must be liquidated by monetary payment.

Utilization of compensatory time off shall be by mutual agreement between the department head and the employee. The County will grant an employee's request to use accumulated CTO provided that: (1) the department can accommodate the use of CTO on the day requested without undue disruption; and (2) the employee makes the request in writing to the supervisor no later than five (5) days prior to the date requested. If the employee does not provide five (5) days' notice, or if the department cannot accommodate the time off, the County will provide the employee the opportunity to cash out the CTO requested at the end of the current pay period.

The County reserves the right to cash out accumulated CTO at any time at the employee's current FLSA regular rate of pay.

Employees separating from County service will be compensated for all accrued, unused compensatory hours at the current FLSA regular rate of pay, or the average regular rate for the prior three (3) years, whichever is higher.

The smallest increment of CTO which may be taken off is six (6) minutes.

SO AGREED:

FOR THE COUNTY:

FOR OSS:

_____/_____
(Signature / Printed Name)

_____/_____
(Signature / Printed Name)

Dated: _____

Dated: _____

Exhibit 15

From: Michelle Kuka mkuka@smcgov.org
Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing
Date: December 5, 2023 at 10:58 AM
To: Christina Corpus CCorpus@smcgov.org, Michael Callagy MCallagy@smcgov.org, Stacey Stevenson sstevenson@smcgov.org, Roberto Manchia RManchia@smcgov.org, Rocio Kiryczun rkiryczun@smcgov.org



Thank you Sheriff! I have let OSS know that the mandatory overtime will be reduced to 20 hours per month as long as those hours are worked in a core position. They were very appreciative and indicated that they thought with this change their membership would not have a problem approving the side letter.

Thank you,
Michelle

From: Christina Corpus <CCorpus@smcgov.org>
Sent: Monday, December 4, 2023 9:18 PM
To: Michelle Kuka <mkuka@smcgov.org>; Michael Callagy <MCallagy@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>
Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing
Michelle,

I apologize for the late response, we had a busy afternoon. I spoke to Sgt. Acosta and he stated if the overtime was for six months, there would still be a good number of people that would leave/retire. They are requesting the overtime @ double time stay in effect for at least 8-12 months.

I would agree to the 20 hours per month as long as those hours are worked in a CORE position (jail, transportation, or patrol).

Thank you.

Regards,

Christina

Christina Corpus, Sheriff
San Mateo County Sheriff's Office
400 County Center
Redwood City, CA 94063
(650) 599-1664
ccorpus@smcgov.org
<http://www.smcsheriff.com>
DIGNITY ★ COMPASSION ★ RESPECT

From: Michelle Kuka <mkuka@smcgov.org>
Sent: Monday, December 4, 2023 3:27 PM
To: Christina Corpus <CCorpus@smcgov.org>; Michael Callagy <MCallagy@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>
Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing
Thank Sheriff!

THANKS SHERIFF!

I have notified the Lieutenants that we are not moving forward with any changes and they are very relieved.

For the Sergeants, they are still upset that we are proposing that they work more mandatory overtime a month than some of the Deputies they supervise and again asked if the mandatory overtime could be reduced to 20 hours a month, just like some of the Deputies. The Sergeants indicated that their membership would not be happy with more mandatory overtime and feel that change will negatively impact morale and reduce the amount of voluntary overtime the Sergeants would be willing to work. OSS has a meeting tonight with their membership where they will be voting on this item to determine if they will accept it and sign the side letter, or reject it. If they reject it, we would only be moving forward with double overtime for the DSA and the Sergeants would keep their overtime as status quo (voluntary and no double overtime).

I recommend that the mandatory overtime be reduced for the Sergeants to be 20 hours a week to match some of the Deputy positions. Please let me know your decision so I can provide a final response to OSS before their membership meeting tonight.

Thank you,
Michelle

From: Christina Corpus <CCorpus@smcgov.org>
Sent: Monday, December 4, 2023 11:54 AM
To: Michelle Kuka <mkuka@smcgov.org>; Michael Callagy <MCallagy@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>
Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing
Michelle,

No need to move forward with Lieutenants working overtime. Thank you for the feedback.

Regards,

Christina

Christina Corpus, Sheriff
San Mateo County Sheriff's Office
400 County Center
Redwood City, CA 94063
(650) 599-1664
ccorpus@smcgov.org
<http://www.smcsheriff.com>
DIGNITY ★ COMPASSION ★ RESPECT

From: Michelle Kuka <mkuka@smcgov.org>

From: Michelle Kuka <mkuka@smcgov.org>

Sent: Monday, December 4, 2023 10:14 AM

To: Christina Corpus <CCorpus@smcgov.org>; Michael Callagy <MCallagy@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>

Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing

I just recieved a call from one of the Lieutenants who expressed that they were told of the proposed plan and they are not happy with the proposed plan to remove their admin leave hours and make them eligible for overtime. The Lieutenant said that they spoke to all of the Lieutenants and this is their collective feedback. They said they would send me more information tonight, but in summary:

- Removing the Admin leave and admin leave cash out removes pensionable compensation from them and for Lieutenants who are nearing retirement, this effects their ongoing retirement income.
- They are willing to help the office, but they are not happy with this proposed change and they are very worried as they have no control or say in their salary and benefits since they are not represented.
- They stated that they were sent a survey from the Sheriff's Office about 8 months ago asking their opinion on exchanging admin leave for overtime (and whether they wanted to remove car allowance and be given a take home vehicle) and they believe the overwhelming response from Lieutenants and Captains was not to make these changes.
- They believe this change will very negatively impact the Lieutenants morale and cause Lieutenants to retire now.

Sheriff- Given this feedback and the fiscal impact of the change, please let me know if you want to continue to move forward with the Lieutenant change.

Thank you,
Michelle

From: Michelle Kuka <mkuka@smcgov.org>

Sent: Monday, December 4, 2023 9:33 AM

To: Christina Corpus <CCorpus@smcgov.org>; Michael Callagy <MCallagy@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>

Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing

Thanks Sheriff. Just for clarification, all Sergeants will be required to work 30 hours a month of overtime, but certain Deputy positions will still only be required to work 20 hours a month of overtime?

Also, do you still want to move forward with the Lieutenant change given that it will be an additional large fiscal impact on top of the minimum \$12 million dollars for the DSA/OSS change?

Thank you,
Michelle

From: Christina Corpus <CCorpus@smcgov.org>
Sent: Monday, December 4, 2023 9:02 AM
To: Michael Callagy <MCallagy@smcgov.org>; Michelle Kuka <mkuka@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>
Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing
Good morning everyone,

I would ask the sergeants to work 30 hours a month.

Please let me know if you have any questions.

Thank you.

Christina

Christina Corpus, Sheriff
San Mateo County Sheriff's Office
400 County Center
Redwood City, CA 94063
(650) 599-1664
ccorpus@smcgov.org
<http://www.smcsheriff.com>
DIGNITY ★ COMPASSION ★ RESPECT

From: Michael Callagy <MCallagy@smcgov.org>
Sent: Monday, December 4, 2023 8:40 AM
To: Michelle Kuka <mkuka@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>
Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing
I'm good with both, but up to the Sheriff. Mike

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From: Michelle Kuka <mkuka@smcgov.org>
Sent: Monday, December 4, 2023 8:14:57 AM
To: Michael Callagy <MCallagy@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>
Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing
Good morning everyone,

I am meeting with the DSA and OSS at 10:30 this morning and in order to bring this item to the December 12th Board meeting I will need to have the agreements finalized today so I can finalize the Board documents.

There are two outstanding questions that I need direction on:

1. Sheriff- are you agreeable to have the Sergeant minimum mandatory overtime to be 20 hours a month?
2. Given the high fiscal impact to this change for DSA and OSS, are you still wanting to move forward with the Lieutenants to have the ability to earn overtime? Robert's team is still working on this costing, but it would be overtime pay at time and half of the Lieutenants regular rate of pay and it would be in effect for a year.

Thank you,
Michelle

From: Michael Callagy <MCallagy@smcgov.org>
Sent: Saturday, December 2, 2023 10:33:03 AM

Sent: Saturday, December 2, 2023 10:00:00 AM

To: Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>; Michelle Kuka <mkuka@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>

Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing

Stacey,

Thanks for the comprehensive reply. We will first be looking to the Sheriff's budget as there should continue to be considerable personnel savings. I'm not aware of the CIP cost increases, so I will ask Robert to dig into that so I can better understand the current financial situation.

Best regards,

Mike

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From: Stacey Stevenson <sstevenson@smcgov.org>

Sent: Friday, December 1, 2023 4:08:03 PM

To: Michael Callagy <MCallagy@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>; Michelle Kuka <mkuka@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>

Subject: RE: Follow-up on meeting regarding Sheriff's Office staffing

Hi Mike,

It really is too early to tell. What we know right now is that we are hiring more this year than in several recent years, which will decrease our vacancy savings, but it is very much unknown how that will pan out over the rest of the fiscal year with staff burn out and retirements. We also currently have almost \$20M budgeted for several capital and IT projects that tend to have unforeseen costs cause project budget overages. When I last checked, we had a little more than \$3M in total S&B savings, but substantial overages, also in the \$Millions, in our capital project budgets. Also, this year, we did already take a \$3.5M reduction in NCC to help pay for the DSA/OSS COLA's which has tightened the wiggle room we had in previous years.

We did present some other ideas that are less costly, and are one-time costs not tied to hourly rates. We're happy to revisit and talk through some of those options if it is more cost-effective for the County. While the Sheriff supports the proposals the DSA/OSS suggested, if it is not financially feasible for the County, perhaps we revisit the comp time scenario with the stipulation that it can only be cashed out (not taken for additional time off), or the one-time bonuses perhaps even tied to a certain amount of overtime worked.

Overall, my hope is to avoid the Sheriff ending the fiscal year in a negative financial/budget standing due to decisions made beyond her control. And it is the Sheriff's understanding that the County will be funding any agreement made with the DSA/OSS and Lieutenants.

Thanks,

Stacey

From: Michael Callagy <MCallagy@smcgov.org>

Sent: Friday, December 1, 2023 2:50 PM

To: Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>; Michelle Kuka <mkuka@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>

Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing

Stacey,

What can you handle in your budget? Mike

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From: Stacey Stevenson <sstevenson@smcgov.org>

Sent: Friday, December 1, 2023 2:44:39 PM

To: Roberto Manchia <RManchia@smcgov.org>; Michelle Kuka <mkuka@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>; Michael Callagy <MCallagy@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>

Christina Corpus <CCorpus@smcgov.org>

Subject: FW: Follow-up on meeting regarding Sheriff's Office staffing

Thanks, Robert. I just wanted to point out that the \$12M estimated figure is based on the starting point of 6 hours of double-time per week (and they could work more). The calculation includes experience pay but does not include the various MOU-driven specialty pays that many DSA/OSS employees receive (night shift differential of 5.74%, POST pay of 7.5%, detective pay of 11.48%, etc.). That calculation would be much more time-intensive, so the \$12M is a good starting point.

We would need to do a separate additional estimate on any Lieutenant overtime agreement, if needed.

Controller's Office will need to have separate earnings codes created for both the DSA/OSS agreement, and the Lt agreement, so we can determine true costs in the future.

Thanks,
Stacey

From: Roberto Manchia <RManchia@smcgov.org>

Sent: Friday, December 1, 2023 2:17 PM

To: Michelle Kuka <mkuka@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>; Michael Callagy <MCallagy@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>

Subject: RE: Follow-up on meeting regarding Sheriff's Office staffing

Good afternoon everyone,

We have done the study for the second bullet below and believe that the cost is approx.. \$12. Million for the 6 months for 75% of the authorized position (please see attached).

Let me know if you have any questions

Robert

From: Michelle Kuka <mkuka@smcgov.org>

Sent: Thursday, November 30, 2023 11:15 AM

To: Rocio Kiryczun <rkiryczun@smcgov.org>; Michael Callagy <MCallagy@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>

Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing

Hi everyone,

I never recieved a written proposal from OSS, but I just met with both OSS and DSA and they verbalized their counter proposal for our consideration:

- OSS is requesting that they have 20 hours a month of mandatory overtime to match the mandatory overtime requirement for Deputies in Transportation, specialty assignments and detectives (we proposed 18 hours a pay period which is 36 hours a month)- **My recommendation is we should agree to this**
- Requesting the double time overtime to start after they have worked 12 hours a pay period (or 6 hours a week) of overtime at time and a half (we proposed it start after 18 hours or 9 hours a week)- **Robert can your team cost out both options, so we can see the fiscal impact?**
- Requesting the agreement be for 12 months (we proposed 6 months) or adding language that we will meet with them again to discuss extending the agreement- **I do not recommend agreeing to this, if we decide to extend after 6 months of seeing the impact, we would initiate that discussion with them, no need to put that in the agreement**
- Requesting again to receive 5 hours of wellness comp time off (separate time off bank than their earned comp time) a pay period as a thank you for all their hard work, to help with retention, and also have the ability to cash out that

time off bank at the end of the year. If we are not willing to do the 5 hours, would we consider a lower amount of time off hours into that bank with the option to cash it out or would we be willing to do a one-time lump sum payment of \$2000 to all in the DSA and OSS bargaining units as a thank you.- ***I do not recommend that we agree to giving them additional time off, we are proposing to take away the Lieutenants 5 hours of comp time for the year they would be eligible to earn overtime, they also both already received the \$2000 ratification bonus when they signed their last contract.***

I am scheduled to meet with them again on Monday morning, so I am hoping to have direction on these items before that meeting. Please let me know if you would prefer to meet to discuss these items.

Thank you,
Michelle

From: Michelle Kuka <mkuka@smcgov.org>

Sent: Tuesday, November 28, 2023 10:44 AM

To: Rocio Kiryczun <rkiryczun@smcgov.org>; Michael Callagy <MCallagy@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>

Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing

Hi everyone,

OSS requested to meet with me yesterday afternoon to discuss this proposed change and they indicated that they will be sending me a counter proposal by tomorrow (11/29) evening and then we are scheduled to meet again on Thursday (11/30) and Monday (12/4) to further discuss their counter proposal. I explained that given this timeline, this item will not be ready to go to the Board for their approval on 12/5 and they asked that we try to place this item on the 12/12 Board agenda instead so they have time to give us a counter and also talk with their membership. I have not yet heard from DSA, but OSS indicated that they believed DSA was aligned with OSS, so I propose that we move all of these items to the 12/12 Board agenda.

Here are the highlights of the discussion with OSS:

- OSS stated that they initially presented a proposal to the Sheriff and Mike that is different than what I sent back to them. OSS said that they initially made their proposal to help as a retention tool and to boost morale, but the County's proposal back to them is just a ploy to get people to work more overtime. I explained that it was my understanding that all parties were trying to work together to address the critical staffing levels in the Sheriff's Office while the Sheriff's Office continues to work on hiring to fill the vacancies and this proposal is designed to address that need.
- They have concerns with the proposal including mandatory overtime for Sergeants. OSS stated that some Deputy positions like Transportation, Baliffs and Specialty Assignments (Narcotics Task Force, Detectives, Vehicle Theft Task Force) are currently only required to work 20 hours of mandatory overtime in a month, so they had concerns that we were going to require Sergeants to work a minimum of 18 hours a pay period (36 hours a month). They indicated their counter proposal will have a lower mandatory overtime

limit for OSS.

- OSS asked why we did not propose any "wellness time off". I explained that after the meeting with them, the County discussed the various ideas OSS and DSA had presented and it was determined that the best tool to use to address the current staffing crisis was to more evenly distribute the overtime assignments to lessen the burden on the employees who were working large amounts of overtime and to add additional compensation for those who do work more overtime hours as an additional incentive. Giving employees in DSA and OSS more time off when there is already a struggle to fill the existing overtime shifts is counter intuitive.
- OSS believes the Lieutenants will not be happy with the change we are proposing for them, so OSS thinks this will hurt morale for Sergeants and Lieutenants.

OSS stated that they anticipate their counter proposal will include:

- Lower amount of mandatory overtime for OSS
- That they will earn double time for either all overtime worked or after working just 12 hours of overtime at time and a half in a pay period (we proposed after 18 hours a pay period)
- And that they will add in some other things (I imagine adding back in some additional time off)

I will share their counter proposal as soon as I receive it.

Thanks!

Michelle

From: Michelle Kuka <mkuka@smcgov.org>

Sent: Wednesday, November 22, 2023 1:32 PM

To: Rocio Kiryczun <rkiryczun@smcgov.org>; Michael Callagy <MCallagy@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>

Subject: Fw: Follow-up on meeting regarding Sheriff's Office staffing

Hi everyone,

Please see the email below that I just sent to DSA and OSS. You will note that I also informed them of the proposed change to the Lieutenants as technically the Lieutenants would be performing their bargaining unit work when working this overtime. Additionally, in order to limit any risk with the FLSA exempt status for the Lieutenants, I put a limit on the amount of overtime they can work in a pay period to be 18 hours. That way the majority of their work will still be management level work. I will keep you informed of any relevant discussions with DSA and OSS.

Please let me know if you have any questions.

Thanks,

Michelle

From: Michelle Kuka <mkuka@smcgov.org>

Sent: Wednesday, November 22, 2023 1:27 PM

To: Carlos Tapia <tapia@mydsa.com>; Hector Acosta <HAcosta@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>

Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing

Hi Carlos, Hector and Jeff,

Thank you again for taking the time to share your concerns and ideas with us.

Taking all of the factors into consideration, the County is proposing some temporary changes to assist with the immediate staffing crisis that the Sheriff's Office is experiencing. In summary, we are proposing the following:

- For DSA and OSS represented employees in the Sheriff's Office: Any authorized overtime worked above nine (9) hours of overtime paid at the traditional rate of time and a half in a pay week shall be compensable at the rate of two times the overtime worked whether compensated by monetary payment or by the granting of compensatory time off. The first nine (9) hours of overtime in a week shall be compensable at the rate of one and a half times the overtime worked whether compensated by monetary payment or by the granting of compensatory time off.
- We are still confirming with the Controller's Office whether or not we need separate language for the DSA and OSS represented employees who work 12-hour shifts to clarify that the double time will begin once the employee has worked more than 18 hours of overtime paid at time and a half in a bi-weekly pay period. If that language is needed based on how overtime is currently calculated, I will need to add that clarification to the attached Tentative Agreement, but I wanted to get you the draft language so you can begin to review it.
- For OSS represented employees in the Sheriff's Office: All OSS represented employees would be required to work 18 hours of overtime each pay period for the duration of this agreement (December 10, 2023 through January 22, 2024).
- If we are able to get your agreement by next Wednesday (November 29, 2023), we plan to bring this item to the Board of Supervisors meeting on December 5, 2023 for their approval. If the Board approves, this agreement will be in place from December 10, 2023 through January 22, 2024 (approximately 6 months).
- Attached are the draft Tentative Agreements for DSA and OSS with the proposed changes indicated in redline. We will need these signed agreements for the Board documents.

To further assist with the staffing challenges, we are also planning to request that the Board of Supervisors approve a change to the Management Resolution that would allow Lieutenants to earn overtime compensation at the rate of time and a half from December 24, 2023 through December 21, 2024 to encourage them to fill some of the open overtime shifts on patrol and in the correctional facilities. During this time period the Lieutenants will not earn the 5 hours of Management/Administrative Time each pay period and will not have the ability to cash out any accrued Management/Administrative Time in the calendar year 2024. Lieutenants would not be eligible to work more than 18 hours of overtime in a pay period.

Please let me know if you have any questions or if you want to schedule a time to meet early next week to discuss.

Thank you,

Michelle

Michelle Kuka

Deputy Director, Human Resources

San Mateo County Human Resources

455 County Center, 5th Floor
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(650) 474-9433
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mkuka@smcgov.org

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From: Carlos Tapia <tapia@mydsa.com>
Sent: Thursday, November 16, 2023 2:55 PM
To: Hector Acosta <HAcosta@smcgov.org>
Cc: Michelle Kuka <mkuka@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Michael Callagy <MCallagy@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>
Subject: Re: Follow-up on meeting regarding Sheriff's Office staffing
CAUTION: This email originated from outside of San Mateo County. Unless you recognize the sender's email address and know the content is safe, do not click links, open attachments or reply.

Michelle,
Thank you for listening. The DSA appreciates the County's efforts in this matter.
Carlos Tapia
650-784-1931 cell
Sent from my iPhone

On Nov 16, 2023, at 13:34, Hector Acosta <HAcosta@smcgov.org> wrote:

Michelle,
Thank you for the quick response. Your efforts are greatly appreciated!
Kind regards,

Hector Acosta

Sergeant- Transit Police Bureau
San Mateo County Sheriff's Office
1250 San Carlos Ave
San Carlos, CA 94070
Phone: 650-622-8090

HAcosta@smcgov.org
<http://www.smcsheriff.com>

-COMMITMENT « INTEGRITY « COMPASSION
<Outlook-roq3dctn.png>

From: Michelle Kuka <mkuka@smcgov.org>
Sent: Thursday, November 16, 2023 11:47 AM
To: Hector Acosta <HAcosta@smcgov.org>; Jeffrey Carr <jcarr@smcgov.org>; Carlos Tapia <tapia@mydsa.com>
Cc: Michael Callagy <MCallagy@smcgov.org>; Rocio Kiryczun <rkiryczun@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>; Stacey Stevenson <sstevenson@smcgov.org>; Roberto Manchia <RManchia@smcgov.org>

Subject: Follow-up on meeting regarding Sheriff's Office staffing

Good morning,

Thank you for taking the time to meet with us yesterday to share your concerns and ideas to address the concerns. I am working on exploring potential options and I wanted to let you know that we understand the urgency of the situation and I will be reaching out to you early next week.

Take care,

Michelle

Exhibit 16

From: Michelle Kuka mkuka@smcgov.org
Subject: DSA and OSS Overtime agreements
Date: December 6, 2023 at 10:29 AM
To: Christina Corpus CCorpus@smcgov.org, Chris Hsiung chsiung@smcgov.org

MK


Good morning,

Great news, we have reached agreement with DSA and OSS on the temporary change to overtime. For DSA and OSS, after employees have worked 9 hours of overtime at time and a half in a week, any additional overtime that week will be paid at double time. For the Sergeants, the expectation is that Sergeants will sign up for at least 20 hours a month of overtime in the core assignments. As the expectations for overtime and process to sign up for the overtime shifts is outlined in the Sheriff's Office Special Order that is due to expire on January 1, 2024, the Sergeants requested that in the new Special Order that is drafted (presumably effective January 1, 2024) that this understanding is specifically stated. It would be great if you could send me a draft of the new Special Order once it is ready so I can ensure the wording is consistent with the agreement.

The plan is that side letters allowing for overtime at double time will go on the December 12th Board agenda so they will be effective the beginning of the following pay period, December 24th and be in place until June 22, 2024.

Please let me know if you have any questions.
Thank you,
Michelle

Exhibit 17

From: Michelle Kuka mkuka@smcgov.org 
Subject: Fwd: Signed Temp OT side letter
Date: December 8, 2023 at 6:16 PM
To: Chris Hsiung chsiung@smcgov.org, Christina Corpus CCorpus@smcgov.org



Hi Chris,

Here is a copy of the agreement with DSA.

Thanks!
Michelle

From: Michelle Kuka <mkuka@smcgov.org>
Sent: Wednesday, December 6, 2023 12:34 PM
To: Carlos Tapia <ctapia@smcgov.org>
Cc: Carlos Tapia (DSA) <tapia@mydsa.com>
Subject: Re: Signed Temp OT side letter

Thanks so much Carlos! Attached is the fully signed agreement for your records.

Thanks,
Michelle

From: Carlos Tapia <ctapia@smcgov.org>
Sent: Tuesday, December 5, 2023 5:04 PM
To: Michelle Kuka <mkuka@smcgov.org>
Cc: Carlos Tapia (DSA) <tapia@mydsa.com>
Subject: Signed Temp OT side letter

Hello Michelle,

I would like to thank you and the County for listening to the DSA's concerns and being an ally while we go through this tough time. The DSA acknowledges that the County did not have to make such a generous offer. I have attached a signed side letter.

Thank you again,

Deputy Carlos J. Tapia #1075
San Mateo County Sheriff's Office
Transportation/ Court Security
ctapia@smcgov.org
650-784-1931

DSA signed TA re Temp OT
Increase to Double Time 2023.pdf
203 KB



TENTATIVE AGREEMENT
Between County of San Mateo and
Deputy Sheriffs Association
Re: Revision to Section 8

The County of San Mateo (“County”) and the Deputy Sheriffs Association (DSA) tentatively agree to the changes reflected herein to Section 8 of the Memorandum of Understanding (MOU) between the County and DSA. These changes only apply to DSA represented employees who work in the Sheriff’s Office.

Effective upon the San Mateo County Board of Supervisors’ adoption of this agreement, “Section 8” of the MOU between the County and the DSA will be amended as follows:

Section 8. Overtime

8.1 Authorization

All compensable overtime must be authorized by the appointing authority or designated representative prior to being worked. If prior authorization is not feasible due to emergency conditions, a confirming authorization must be made on the next regular working day following the date on which the overtime was worked. Overtime worked must be in the job class in which the person is regularly employed or in a class for which the employee is authorized higher pay for work in a higher class.

8.2 Definition

Except as otherwise provided by Charter, or as defined herein, any authorized time worked in excess of a forty (40) hour weekly work schedule shall be considered overtime and shall be compensable at the rate of one and one-half times the overtime worked whether compensated by monetary payment or by the granting of compensatory time off.

For employees on a 12-hour shift schedule in classes permitted by the Fair Labor Standards Act, overtime shall be defined as hours worked in excess of one hundred sixty-eight (168) hours in a twenty-eight (28) day period.

Effective the pay period following the Board of Supervisors approval of this tentative agreement and in place only through June 22, 2024, any authorized overtime worked by Sheriff’s Office employees above nine (9) hours of overtime paid at the traditional rate of time and a half in a week, shall be compensable at the rate of two times the hours worked whether compensated by monetary payment or by the granting of compensatory time off. The first nine (9) hours of overtime in a week shall be compensable in the traditional manner at the rate of one and a half times per overtime hour worked whether compensated by monetary payment or by the granting of compensatory time off. Any overtime hours paid at straight time do not count towards the first 9 hours of overtime. All of the eligibility rules for overtime compensation detailed in Section 8 of this MOU apply to this paragraph. Effective June 23, 2024, the temporary agreement detailed in this paragraph will end.

For purposes of determining eligibility for overtime compensation, any absence with pay, except sick leave, shall be considered as time worked. Sick leave will be considered as time worked under the following conditions:

- The potential overtime hours occur due to the employee being called into work while officially assigned to be in an On-Call status. For example, the employee uses 8 hours of sick leave on Monday and is called into work from an On-Call status on Wednesday night and works 4 hours outside the regular shift. In this case, the employee will code 8 hours of sick leave on Monday and 4 hours of overtime on Wednesday.
- The potential overtime hours occur due to the employee being ordered or mandated to work the additional hours when not in an On-Call status. For example, the employee uses 8 hours of sick leave on Monday and is called on Wednesday night and ordered to report to work for 4 hours outside the regular shift. In this case, the employee will code 8 hours of sick leave on Monday and 4 hours of overtime on Wednesday.

Sick leave will not be considered as time worked under other circumstances. For example:

- If the employee is not in an On-Call status and is not ordered or mandated to work the additional hours, sick leave used in that overtime calculation period shall not be considered as time worked for the purpose of eligibility for overtime compensation. For example, an employee calls in sick for an 8-hour shift on Monday. The employee is not scheduled to work a regular shift on Wednesday, but has either previously signed up for 8 hours of voluntary overtime for that day, or is called at home and is asked to work an 8 hour shift that day and agrees to do so voluntarily. In this case, the employee would code no sick leave for Monday, but would, instead, code 8 hours of straight time for Wednesday. There would be no overtime and no deduction from sick leave balances.

The smallest increment of working time that may be credited as overtime is 6 minutes. Portions of 6 minutes worked at different times shall not be added together for the purpose of crediting overtime.

Employees who are regularly scheduled to work a biweekly overtime schedule will not receive overtime if they are receiving vacation or sick leave pay for the entire biweekly pay period during the time when the regularly scheduled overtime falls.

8.3 Work Groups

The Human Resources Director shall allocate all job classes to the following described work groups for purposes of determining categories of employees to be compensated by monetary payment or comp time off. The Director's decision shall be final; provided that prior to changing the work group of an existing class covered by this MOU the Director shall notify the Association of the contemplated change and if requested, discuss with the Association the reasons for the work group change.

Work Group 1: Employees in Work Group I are covered by the Fair Labor Standards Act (FLSA) and may be compensated for overtime worked either by monetary payment or by compensatory time off, up to the cap permissible under Section 8.3 of this MOU, at the option of the employee. All monetary payments for overtime must be paid not later than the next biweekly payroll following the pay period

in which the overtime was worked. Should the County through some future Federal ruling be exempted from FLSA, the County shall revert to the base rate for the computation of overtime.

8.3 Compensatory Time Off (CTO)

Effective the first full pay period following Association ratification and Board of Supervisors' adoption of a successor MOU in 2022, the maximum compensatory time off accrual shall be ninety-six (96) hours.

CTO which accrues in excess of ninety-six (96) hours must be liquidated by monetary payment. Utilization of compensatory time off shall be by mutual agreement between the department head and the employee. The smallest increment of CTO which may be taken off is 6 minutes.

SO AGREED:

FOR THE COUNTY:

Michelle Kuka / Michelle Kuka
(Signature / Printed Name)


Dated: 12/6/2023

FOR DSA:

Carlos Tapia / C-T
(Signature / Printed Name)

Dated: 12/05/23

Exhibit 18

From: Michelle Kuka mkuka@smcgov.org 
Subject: Re: DSA and OSS Overtime agreements
Date: December 6, 2023 at 11:43 AM
To: Chris Hsiung chsiung@smcgov.org, Christina Corpus CCorpus@smcgov.org



Hi Chris,

Yes, I believe Robert and Stacey are working together to determine the funding. The proposal was 18 hours per pay period, but the Controller's Office indicated that based on limitations with the ATKS timecard system, it would be better to reword to be 9 hours a week. DSA and OSS had counter proposed the 12 hours a pay period, but given the high cost estimates, we declined their counter proposal.

Thanks!
Michelle

From: Chris Hsiung <chsiung@smcgov.org>
Sent: Wednesday, December 6, 2023 10:43 AM
To: Michelle Kuka <mkuka@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>
Subject: RE: DSA and OSS Overtime agreements

Hi Michelle,
Thank you. I believe we're still looking to identify a funding source. Robert is looking at potential sources. Also, we thought it was going to be 12 hours, not 9?

-Chris



Chris Hsiung, Undersheriff
San Mateo County Sheriff's Office
County Government Center
400 County Center, 3rd Floor
Redwood City, CA 94063
650-599-1662
[Twitter](#) | [Facebook](#) | [Instagram](#) | [LinkedIn](#)
PEOPLE FIRST – SERVICE ABOVE SELF

From: Michelle Kuka <mkuka@smcgov.org>
Sent: Wednesday, December 6, 2023 10:29 AM
To: Christina Corpus <CCorpus@smcgov.org>; Chris Hsiung <chsiung@smcgov.org>
Subject: DSA and OSS Overtime agreements

Good morning,

Great news, we have reached agreement with DSA and OSS on the temporary change to overtime. For DSA and OSS, after employees have worked 9 hours of overtime at time and a half in a week, any additional overtime that week will be paid at double time. For the Sergeants, the expectation is that Sergeants will sign up for at least 20 hours a month of overtime in the core assignments. As the expectations


for overtime and process to sign up for the overtime shifts is outlined in the Sheriff's Office Special Order that is due to expire on January 1, 2024, the Sergeants requested that in the new Special Order that is drafted (presumably effective January 1, 2024) that this understanding is specifically stated. It would be great if you could send me a draft of the new Special Order once it is ready so I can ensure the wording is consistent with the agreement.

The plan is that side letters allowing for overtime at double time will go on the December 12th Board agenda so they will be effective the beginning of the following pay period, December 24th and be in place until June 22, 2024.

Please let me know if you have any questions.

Thank you,
Michelle

Exhibit 19

From: Michelle Kuka mkuka@smcgov.org 
Subject: Re: Signed Temp OT side letter
Date: December 11, 2023 at 5:17 PM
To: Chris Hsiung chsiung@smcgov.org, Christina Corpus CCorpus@smcgov.org

MK

Hi Chris,

As we have already completed the meet and confer and have a signed agreement, we would not be able to limit those who are eligible for double overtime to employees who work in certain assignments. However, overtime still needs to be pre-approved, so you can only open overtime shifts where you truly have a need. For example, if you have a need for overtime shifts in Corrections any Correctional Officer, Deputy or Sergeant can volunteer to fill those shifts regardless of their regular assignment and if they work more than 9 hours of overtime that week, they would be eligible for double time. Conversely, a Deputy assigned to Corrections couldn't work overtime as a Patrol Deputy assignment if there were no overtime shifts available for them to volunteer into.

I understand your concern that there may be an additional financial burden for the contract cities that they did not anticipate given they didn't agree to the double time pay. One option is that if the contract cities have a need for overtime shifts to be filled, the Sheriff's Office may have to absorb the additional cost for any double time hours worked. You could still charge the contract cities for the regular overtime rates, the Sheriff's Office would just cover the additional half time.

Please let me know if you would like to meet to discuss this further.

Thank you,
Michelle

Michelle Kuka
Deputy Director, Human Resources
San Mateo County Human Resources
455 County Center, 5th Floor
Redwood City, CA 94063
(650) 474-9433
Fax (650) 363-4822
mkuka@smcgov.org

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From: Chris Hsiung <chsiung@smcgov.org>
Sent: Monday, December 11, 2023 4:02 PM
To: Michelle Kuka <mkuka@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>
Subject: RE: Signed Temp OT side letter

Hi Michelle,
We were talking though the potential logistics of the double OT implementation.

We'd like to carve out specifics of where the OT would apply. In other words, we would like the OT to be applied to only those that work in Transportation or Corrections. We want to carve out any OT in the contract cities (Patrol) because that would cause an undue, and unplanned for, financial burden on those cities if we increase costs for overtime worked in those respective cities. Would appreciate your thoughts.

-Chris



Chris Hsiung, Undersheriff
San Mateo County Sheriff's Office
County Government Center
400 County Center, 3rd Floor
Redwood City, CA 94063
650-599-1662
[Twitter](#) | [Facebook](#) | [Instagram](#) | [LinkedIn](#)

From: Michelle Kuka <mkuka@smcgov.org>
Sent: Friday, December 8, 2023 6:17 PM
To: Chris Hsiung <chsiung@smcgov.org>; Christina Corpus <CCorpus@smcgov.org>
Subject: Fwd: Signed Temp OT side letter

Hi Chris,

Here is a copy of the agreement with DSA.

Thanks!
Michelle

From: Michelle Kuka <mkuka@smcgov.org>
Sent: Wednesday, December 6, 2023 12:34 PM
To: Carlos Tapia <ctapia@smcgov.org>
Cc: Carlos Tapia (DSA) <tapia@mydsa.com>
Subject: Re: Signed Temp OT side letter

Thanks so much Carlos! Attached is the fully signed agreement for your records.

Thanks,
Michelle

From: Carlos Tapia <ctapia@smcgov.org>
Sent: Tuesday, December 5, 2023 5:04 PM
To: Michelle Kuka <mkuka@smcgov.org>
Cc: Carlos Tapia (DSA) <tapia@mydsa.com>
Subject: Signed Temp OT side letter

Hello Michelle,

I would like to thank you and the County for listening to the DSA's concerns and being an ally while we go through this tough time. The DSA acknowledges that the

County did not have to make such a generous offer. I have attached a signed side letter.

Thank you again,

Deputy Carlos J. Tapia #1075
San Mateo County Sheriff's Office
Transportation/ Court Security
ctapia@smcgov.org
650-784-1931

Exhibit 20

Listing of recent department head recruitments/hires:

Position	Candidate Selected	Hire/Promotion Date
County Health Chief	Colleen Chawla*	February 2025
Director of Emergency Management	Shruti Dhapodkar*	October 2023
Director of Human Services Agency	Claire Cunningham*	July 2023
Director of Information Services/CIO	Michael Wentworth	April 2022
Public Works Director	Ann Stillman*	January 2022
Director of Public Safety Communications	Natasha Claire-Espino*	October 2021
Director of Sustainability	Carolyn Bloede*	June 2020
Director of Housing	Ray Hodges	May 2020
Director of Agriculture Services	Koren Widdel*	April 2020
Director of Parks	Nicholas Calderon	November 2019

*Of the 10 most recent department head appointments, County Executive Mike Callagy appointed 7 females into these executive level positions.

In addition, the County Executive promoted two females, Peggy Jensen (January 2022-March 2023) and then Iliana Rodriguez (April 2023), to serve as Assistant County Executive. He has also made several other female hires in his office: Procurement Director (Jas Sandhar, February 2025), Real Property Manager (Caroline Shaker, October 2022), and Chief Equity Officer (Shireen Malekafzali, March 2021).

All hires and promotions were based on merit/qualifications.

Source: Human Resources Department, County of San Mateo (March 2025)

Exhibit 21

Re: Confirmation re: interview

James C Johnson <jamesjohnson15@hotmail.com>
To: Christina Ro-Connolly <christina@oiglaw.com>

Wed, Apr 16, 2025 at 12:53 PM

Dear Christina, here's a recap and clarify the key points discussed during our recent conversation regarding the ongoing investigation on April 15, 2025. For the record, the investigation is being handled by you directly:

Christina J. Ro-Connolly, AWI-CH
Partner
(925) 212-4102
christina@oiglaw.com
Pronouns: she/her
Oppenheimer Investigations Group
Insight | Integrity | Impartiality
www.oiglaw.com

During our discussion, I outlined a number of troubling patterns and relationships within San Mateo County leadership, which I believe warrant deeper investigation:

Involvement of Carlos Bolanos in Internal Campaigns

Through numerous conversations I have had with Carlos Bolanos, it is evident that he has been instrumental in orchestrating behind-the-scenes efforts to discredit and remove Sheriff Christina Corpus from her elected position. Several sources with direct knowledge of internal county politics have confirmed that Mr. Bolanos has been working in tandem with San Mateo County Executive Mike Callagy, leveraging their longstanding political and personal connections to influence leadership decisions and undermine the Sheriff's credibility.

Propaganda and Personal Attacks on Sheriff Corpus

It was further brought to my attention that Mike Callagy confronted Sheriff Corpus with unfounded accusations regarding her personal relationship with Victor Aenlle, a matter he apparently learned about through personal conversations with Carlos Bolanos. These accusations, delivered in a tone of judgment and insinuation, appear to be part of a broader, calculated propaganda campaign aimed at damaging the Sheriff's reputation within the county and the public eye.

In my direct conversations with Carlos Bolanos, he has characterized several county officials as "corrupt," including those who now appear to be aligned with him. Ironically, he has also accused Sheriff Corpus and Mr. Aenlle of corruption, indicating a duplicitous and self-serving narrative meant to destabilize trust in county law enforcement leadership as a whole.

Judicial Partiality: The Case of James Taylor

As previously mentioned, Judge Hugo Borja — who is widely recognized as a close friend of Carlos Bolanos — made a controversial decision on March 26 to release James Taylor, a homeless individual on parole, on a \$10,000 bail bond, despite the District Attorney’s request for a \$50,000 bail. Mr. Taylor had reportedly threatened Sheriff Corpus prior to this release. The relationship between Judge Borja and Carlos Bolanos raises legitimate concerns about judicial impartiality and potential conflicts of interest, especially given the broader political context described above.

<https://www.rwcpulse.com/news/2025/04/07/parolee-charged-in-sheriff-threat-case-skips-court/>

Additional Parties Mentioned

- **Mike Callagy:** As discussed, I had a conversation with Mr. Callagy at Faith & Spirits in San Carlos, where he expressed full confidence in the political maneuvering surrounding Measure A and the restructuring of county leadership.
- **Christina Corpus:** My interactions with Sheriff Corpus have been minimal and respectful. I’ve only observed her in public family settings, such as dining with her children at Farm and Vine in Burlingame, and have never initiated contact.
- **Carlos Tapia:** His name also surfaced during our discussion, in the broader context of ongoing internal political dynamics.
- **Becky Arredondo:** Employed by the **County of San Mateo** as the **Clinical Services Manager II for San Mateo County Correctional Health Services – Forensic Mental Services**, where she has worked for over **36 years**, currently overseeing psychiatrists, psychologists, clinicians, and substance abuse counselors working with inmates experiencing severe mental health and substance abuse issues. Her managerial oversight spans Correctional Health Services within the jail system.
Becky also maintains a **personal relationship with County Executive Mike Callagy**, and their daughters are reportedly close friends. This relationship dynamic, coupled with her long-standing tenure in a sensitive role, may suggest informal alliances that warrant examination in the context of this investigation. Her professional profile is available here: [Becky Arredondo – LinkedIn](#)

Please confirm that this summary reflects our conversation accurately. Should you require any supporting documentation or testimony from sources I’ve spoken with, I remain available to assist.

Sincerely,

James C. Johnson

650-208-1912

From: jamesjohnson15@hotmail.com

When: 10:00 AM - 11:00 AM April 15, 2025

Subject: Confirmation re: interview

Location: <https://us02web.zoom.us/j/85650594413?pwd=fQweGVtzkbPNLcscOhNFfFsnCWaTn.1&jst=2>

On 4/11/25, 12:21 PM, "Christina Ro-Connolly" <christina@oiglaw.com> wrote:

Hi James,

Thanks again for your time.

I just sent you a calendar invite via email, but just in case, I included the Zoom link below for our call on Tuesday (4/15) at 10:00 AM.

I look forward to meeting you.

Best,

Tina

Join Zoom Meeting:

<https://us02web.zoom.us/j/85650594413?pwd=fQweGVtzkbPNLcscOhNFfFsnCWxaTn.1&jst=2>



Christina J. Ro-Connolly, AWI-CH
Partner

(925) 212-4102
christina@oiglaw.com
Pronouns: she/her

Oppenheimer Investigations Group
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Please Note Our New Mailing Address Effective 01/01/24: 1300 Clay Street, Suite 600, Oakland, CA 94612

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