

March 18, 2024

Via Email (lafco@smcgov.org)

San Mateo LAFCo
455 County Center, 2nd Floor
Redwood City, CA 94063

Re: Public Comment Re: Item no. 4 re Broadmoor Police Protection District Draft MSR

Dear Commissioners:

How many second chances does one agency deserve? How many second chances does an agency, like the Broadmoor Police Protection District deserve when its problems have resulted in \$6,374,846.59 in litigation, settlement, and defense payments rather than any substantive action to remedy its well-documented financial mismanagement? If the government of San Mateo County wants to keep its integrity and the confidence of its citizens intact, the answer should be no more. The possibility of protest proceedings by a handful of outspoken residents of Broadmoor who partake in the department's corruption and self-dealing must not cow LAFCo. San Mateo's LAFCo must do what it was created to do: curb waste by special districts. The problems with the Broadmoor Police have been manifest for a decade now. For the last eighteen months, LAFCo has been trying to get accurate information about its finances. Yet it still submits incomplete financial records that inexplicably don't add up, blames the county for its own apparent inability to comply with laws and regulations, and outright lies.¹

J. Wayne Johnson

The department's deceit is nothing new. In 2014, the department, including one of its current commissioners, Ralph Hutchens, served "allegedly forged warrant" and arrested one of their fellow commissioners, J. Wayne Johnson, for questioning about the district's finances. The former commissioner sued the district in San Francisco Superior Court, alleging violations of his constitutional rights, conspiracy, and intentional infliction of emotional distress. The judge found substantial evidence that there were "multiple material omissions and misrepresentations in the affidavit supporting the warrant" and that the former commissioner "made a substantial showing of reckless disregard for the truth based on the foregoing omissions and misrepresentations," by members of the department. Ex. A. There is nothing more fundamental, more American than the expectation that the Police will uphold each citizen's right to free speech and freedom from unreasonable search and seizure. *Union Pac. R. Co. v. Botsford*, 141 U.S. 250, 251 (1891) ("No right is held more sacred, or is more carefully guarded by the

¹ While my letter focuses on the downward spiral the department financial mismanagement has created, as a preliminary matter, I would also like to note that the information used in Table 3 on page 15 of the draft MSR is outdated and unsupported. Using information for FY2023, Broadmoor's cost per call is \$531.87, which exceeds both Colma and the Sheriff's Office.

common law, than the right of every individual to the possession and control of his own person, free from all restraint or interference of others, unless by clear and unquestionable authority of law.”) Yet Broadmoor has been allowed to violate those sacred rights with impunity and shunt the financial consequences onto its citizens. To defend against Mr. Johnson's suit, the district appears to have incurred at least \$568,286.44. Ex. B. To settle the claim required \$856,549.73. *Id.* For a single afternoon spent silencing its critics, the people of Broadmoor have incurred \$1,424,836.17, slightly less than half of its revenue in Fiscal Year 2022-2023. Its claims that it does not have enough money are true, but that it because its employees have stolen it and then stuck the people of the district with the bill for the cover-up.

Steven Landi

The Department, however, did not learn its lesson from the J. Wayne Johnson lawsuit. In February 2019, a former officer sued the department for racial harassment and discrimination. The department yet again incurred thousands of dollars in defense and settlement costs, in part because even its lawyers couldn't be bothered to read the Code of Civil Procedure. See *Award v. Stellini, et al.*, San Mateo County Superior Court, Case No. 19-CIV-00850.

The lawsuits continued. A few months later, in June 2019, another former officer, Steve Landi, sued the department for discriminating against him for reporting its fiscal mismanagement, including \$40,000 spent on a retirement dinner when the department was already “nearly broke.” Ex. C, ¶¶ 10, 13. Mr. Landi also alleged that another officer had questioned a mysterious \$30,000 grant and been terminated shortly thereafter. Ex. C, ¶ 30. Finally, Mr. Landi claimed he had “discovered that several former Broadmoor police officers were not getting CalPERS credits.” Ex. C, ¶ 16. He reported the discrepancies to CalPERS in Fall 2017, after which the department tried unsuccessfully to fire him. Ex. C, ¶¶ 21, 22. The department appears to have paid around \$170,000 to settle Mr. Landi's claims. Ex. B.

CalPERS

Mr. Landi's report was just the beginning of the BPPD's problems with CalPERS. After Mr. Landi reported the irregularities to CalPERS, the agency audited the district's financial records and determined it had illegally employed several already retired officers and underpaid its obligations by millions of dollars, in some cases contributing nothing for officers to whom it had promised pensions. As a result, the department now pays CalPERS \$21,732.50 each month, which is roughly twice what it pays for its current employees' pensions.

The chaos sown by its failure to contribute to CalPERS did not end with unfunded pension liability the District must repay. Former employees also received letters from CalPERS demanding they personally repay millions of dollars. Publicly available demands for restitution to former Broadmoor officers total \$4,257,485.82. Ex. D. Former Chief David Parenti received a letter demanding he repay \$1,802,916.98 and former commander Edward Nakiso received a letter demanding he repay \$1,254,568.84. San Mateo County is currently trying to recover \$1.2 million from former Chief Gregory Love.²*Id.* The Commission's

² It is unknown if the department or its insurers are paying for Chief Love's defense in the criminal action, charging him with four felony counts of conversion, but Government Code section 995.8(a) allows public employees to request defense in criminal actions when “The criminal action or proceeding is brought on account of an act or omission in the scope of his employment as an employee of the public entity.”

recent agenda reflects that there have been similar demands from CalPERS to three other officers (Bandino, Melville, and Johnson.) Because Government Code section 20164.5 requires that local agency employers rather than individual retirees repay any pension overpayments by CalPERS, Broadmoor will likely foot the bill for these overpayments in addition to the \$228,009.20 it has already paid Best Best & Krieger to represent it in these matters.

In addition to the amounts Broadmoor must repay CalPERS directly, its pension misadventures have also led its former employees to sue the district, incurring yet more defense, insurance, and settlement costs. In April 2021, Syed Husain, a former officer, alleged he had observed fiscal mismanagement and other improprieties, including Chief Connolly using his previous position as Commissioner to appoint himself chief. *See Syed Husain vs. Broadmoor Police Protection District, et al.*, San Mateo County Superior Court, Case No. 21-CIV-02244. He further alleged Chief Connolly had improperly used closed sessions of the Commission Meeting to plot retaliation in violation of the Brown Act.³ It appears the department paid \$221,030.40 to resolve Mr. Husain's Government Code claims. *See Broadmoor Fiscal Breakdown*. A few months later, on July 20, 2021, Mr. Husain, former chief Parenti, and another former officer, Victor Khedr, also sued the District, Chief Connolly, and its Commissioners, alleging that they had been harassed, discriminated against, and retaliated against after reporting fiscal mismanagement. After their motion to strike the complaint was denied, the Broadmoor Defendants appealed in late 2021. Their appeal remains pending and has yet to be set for oral argument.

LAFCo's report demonstrates that far from confronting and fixing its numerous problems, the District remains committed to continued deceit and covering up its lies. First, the District claims it no longer has a reserve officer unit "due to a lack of participation by the reserve officers." Draft MSR, p. 14. Msrs. Hussein and Khedr sought to be reinstated as reserve officers in their suit, but the district submitted an affidavit stating it had ended the programs to render their requests moot. Ex. E, ¶ 8.

It was also surprising to read that the District has told LAFCo that its future legal expenses for this matter will be limited in light of its 2025 trial date. Draft MSR, p. 21. Such a date and the limited costs associated therewith are wishful thinking, given the numerous parties and that no discovery has been conducted. For the motion to strike and appellate brief, it has already paid \$43,485.00. *See Broadmoor Fiscal Breakdown*. These costs will only grow, which makes the District's claim that the "risk pool insurance will cover expense and settlements" all the more intriguing. *Id.* The District has been paying some share of the costs for these lawsuits and the financial records it submitted to LAFCo reflects settlement payments to other litigants. The District's claim that this suit will not impact its operations has no basis in reality, even according to its own records.⁴

Conclusion

³ Chief Connolly later pled nolo contendere to a violation of the Brown Act in a criminal action. *See San Mateo County Superior Case No. 21-NM-007208-A*. Notably, the District paid him \$13,000 for unused vacation time he accrued as Chief after he was ousted from the position for ethics violations in 2021. *See Broadmoor Fiscal Breakdown*.

⁴ For brevity's sake, I have omitted the March 2022 suit by Jarrod Nunes, in which he alleges he was called an ethnic slur during a job interview with the department. Although it speaks poorly of the district's management and its commitment to remedying its past errors, unlike the other claims detailed here it does not directly relate to retaliation for reporting fiscal mismanagement. *See Jarrod Nunes vs. Broadmoor Police Protection District, San Mateo County Superior Court, Case No. 22-CIV-01212*.

The BPPD's failure to come to grips with its own mismanagement and sticking its constituents with the bill for that mismanagement has gone on long enough. Each parcel has paid over \$4,500 because the department has decided to retaliate against whistleblowers rather than fix its obvious problems. Golden State Risk Management, the district's former insurer, realized this last year when it ousted the District from the pool. "District management and governance has made decisions and continue to make decisions that are detrimental to the positive resolution of ongoing claims and ongoing prevention of future claims," the risk pool management wrote. Ex. F. This harmed not just Broadmoor, but the risk pool as a whole as the pool's excess carrier charged members a penalty based on the pool's performance as a whole. *Id.* Similarly here, the irresponsible management of the BPPD to enrich its Chief and employees at the cost of Broadmoor and the county's taxpayers cannot be allowed to continue. LAFCo must fulfill its duty to curb waste by special districts and initiate dissolution proceedings now.

Sincerely,

A handwritten signature in blue ink that reads "Andrea M. Hall". The signature is written in a cursive, flowing style.

Exhibit A

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8 Attorneys for Plaintiff J. WAYNE JOHNSON

FILED
Superior Court of California
County of San Francisco

FEB 17 2017

CLERK OF THE COURT

St. 
Deputy Clerk

9 **SUPERIOR COURT OF CALIFORNIA**
10 **COUNTY OF SAN FRANCISCO**

11 J. WAYNE JOHNSON,
12 Plaintiff,

13 v.

14 BROADMOOR POLICE PROTECTION
15 DISTRICT, JOSEPH SHERIDAN, RALPH
16 HUTCHENS, DAVID PARENTI, CHARLES
17 SMITH, ARTHUR STELLINI, and DOES 1-
18 50, inclusive,

19 Defendants.

Case No. CGC-15-547675

~~PROPOSED~~ ORDER ON
DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT OR
ALTERNATIVELY SUMMARY
ADJUDICATION

Date: February 17, 2017

Time: 9:30 a.m.

Dept.: 302

Res.: 10180131-09

19 Defendants BROADMOOR POLICE PROTECTION DISTRICT, JOSEPH SHERIDAN,
20 RALPH HUTCHENS, DAVID PARENTI, CHARLES SMITH, and ARTHUR STELLINI'S
21 (together, "Defendants") Motion for Summary Judgment, or Alternatively Summary Adjudication
22 came on for hearing on February 17, 2017, at 9:30 a.m. in Department 302 of the above-captioned
23 Court. Prior to the hearing, the Court issued the following tentative ruling:

24 Defendants Broadmoor Police Protection District, Joseph Sheridan,
25 Ralph Hutchens, David Parenti, Charles Smith, and Arthur Stellini's
26 motion for summary judgment is denied and their alternative motion for
27 summary adjudication is: a) denied as to the first, second, fifth, seventh,
28 eighth and ninth causes of action, b) granted as to the third cause of
action as to Mr. Sheridan and Mr. Hutchens only, and c) denied as to the
third cause of action as to all defendants other than Mr. Sheridan and Mr.
Hutchens. As to the first cause of action for violation of plaintiff J.

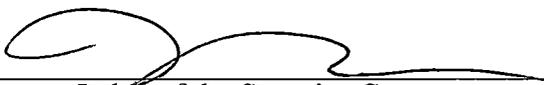
1 Wayne Johnson's Fourth Amendment rights, Mr. Johnson has raised a
2 triable issue whether the warrant was supported by probable cause. Mr.
3 Johnson has submitted evidence that there are multiple material
4 omissions and misrepresentations in the affidavit supporting the warrant.
5 First, the declaration of Dr. Fricke states that his conversation with the
6 investigating officer was mischaracterized in the affidavit. Second, Mr.
7 Johnson presented evidence there was a reason for him to have access to
8 the photographs associated with the rape investigation, which was
9 misrepresented in the affidavit. (Johnson Dec. par. 8; Love Dec. par. 15.)
10 Third, the affidavit omits that the allegedly forged search warrant for
11 telephone records did not have a judge's signature and listed the police
12 station as the place for production thereby eliminating any connection to
13 Mr. Johnson's home. Mr. Johnson has made a substantial showing of
14 reckless disregard for the truth based on the foregoing omissions and
15 misrepresentations. There is also a triable issue whether, setting aside the
16 foregoing misrepresentations, the remaining information is insufficient to
17 establish probable cause. As to the second cause of action for violation of
18 Mr. Johnson's First Amendment rights, Mr. Johnson has submitted
19 sufficient evidence to create a triable issue whether his First Amendment
20 rights were violated. Mr. Johnson presented evidence that he engaged in
21 public speech critical of Captain Parenti and that the police department
22 subsequently engaged in conduct adverse to Mr. Johnson. Mr. Johnson is
23 entitled to the full protection of the First Amendment. (City of
24 Montebello v. Vasquez (2016) 1 Cal.5th 409, 422.) A triable issue exists
25 whether there was a substantial nexus between Mr. Johnson's conduct and
26 the adverse actions based on the timing of the statements and the
27 subsequent investigations and the offer to cease the investigation if Mr.
28 Johnson resigned. (Plaintiff's Separate Statement of UMF 1; 27-34.) The
Commissioners are not entitled to absolute immunity because they were
acting outside the scope of their legislative duties. (Defendants Separate
Statement of UMF 8, Separately Bound Evidence In Support of
Defendants' Motion, Hutchens Dec. par. 2-3.) Qualified immunity does
not apply here since police officers are liable for retaliatory conduct.
(Ford v. City of Yakima (9th Cir. 2013) 706 F.3d 1188, 1193.) Mr.
Sheridan and Mr. Hutchens are entitled to summary adjudication on the
third cause of action for deprivation of property because the undisputed
facts show that they did not participate in the undertaking or execution of
the search warrant. (Defendant's Separate Statement of UMF 28-29, 31.)
As to all other defendants, summary adjudication on the third cause of
action is denied because a triable issue exists whether there was probable
cause to support the search warrant. As to the fifth cause of action for
violation of the Bane Act, Mr. Johnson has established a triable issue
whether the defendants took coercive actions against him by promising to
drop their investigation if he resigned. (Plaintiff's Separate Statement of
UMF 27-34.) As to the seventh cause of action for false arrest, there is a
triable issue whether the search warrant was based on probable cause and
consequently a triable issue exists as to the validity of any arrest based on
evidence obtained during the execution of the search warrant. As to the
eighth cause of action for intentional infliction of emotional distress, a
triable issue exists whether the search warrant was supported by probable
cause and whether the alleged retaliatory constitutional violations
constitute outrageous conduct. As to the ninth cause of action for civil
conspiracy, summary adjudication is denied based on the viability of Mr.
Johnson's other claims.

1 Having considered all the papers filed in support of and opposition to the motion and
2 having heard oral argument on the matter, the Court **HEREBY ORDERS:**

- 3 1. The Court hereby adopts its tentative ruling in full;
4 2. Defendants' Motion for Summary Judgment is DENIED;
5 3. Defendants' Motion for Summary Adjudication of Plaintiff's First, Second, Fifth
6 Seventh, Eighth, and Ninth Causes of Action is DENIED;
7 4. Defendants' Motion for Summary Adjudication of Plaintiff's Third Cause of
8 Action is GRANTED as to defendants Sheridan and Hutchens and DENIED as to all other
9 defendants.

10
11 **IT IS SO ORDERED.**

12
13
14 DATED: February 17, 2017

By: 

Judge of the Superior Court
HON. HAROLD KAHN

Exhibit B



Insurance Data Analysis Broadmoor Police Protection District

PRESENTATION BY:
MICHAEL P. CONNOLLY
CHIEF OF POLICE

1



General Liability Loss Trends



Date	Loss Amount
8/9/2014	\$0.00
8/9/2015	\$568,286.44
8/9/2016	\$30,390.50
8/9/2017	\$856,549.73
8/9/2018	\$106,867.02
8/9/2019	\$100,000.00
8/9/2020	\$60,000.00
8/9/2021	\$165,553.10

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Exhibit C

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6 STEVEN J. LANDI

19 - CIV - 02922
CMP
Complaint
1857335



FILED
SAN MATEO COUNTY

JUN 03 2019

Clerk of the Superior Court
By 
DEPUTY CLERK

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN MATEO - UNLIMITED CIVIL

19CIV02922

10 STEVEN J. LANDI

11 Plaintiff,

12 v.

13 BROADMOOR POLICE PROTECTION
DISTRICT, BROADMOOR POLICE
DEPARTMENT, and DOES 1-20,
14 INCLUSIVE

15 Defendant.

**STEVEN J. LANDI'S VERIFIED
COMPLAINT FOR DAMAGES**

AMOUNT DEMANDED EXCEEDS
\$25,000.00

1. Age Discrimination (Violation of Government Code §12900, *Et Seq.*);
2. Age Harassment (Violation of California Government Code §12940, *et seq.*);
3. Disability Discrimination and Perceived Disability Discrimination (California Government Code §12940, *et seq.*);
4. Failure to Reasonably Accommodate or Engage in Interactive Process (California Government Code §12940(m)(n));
5. Retaliation in Violation of California Government Code §12940, *et seq.*; and
6. Retaliation (Violation of California Labor Code §1102.5)

JURY TRIAL DEMANDED

I.

PARTIES

23 1. Plaintiff Steven J. Landi (hereinafter "Landi" or "Plaintiff") at all relevant
24 times was a resident of San Francisco County, California, working in the City of
25 Broadmoor, County of San Mateo, California. At all relevant times, Landi was employed
26 with defendant Broadmoor Police Protection District (hereinafter "BPPD" or "Defendant")

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FILE BY FAX

1 in the City of Broadmoor, California, as a police officer with the Broadmoor Police
2 Department (hereinafter "BPD"), an agency of the BPPD.

3 2. Defendant BPPD is a municipal corporation in the state of California in
4 San Mateo County.

5 3. The true names and capacities of Defendants sued herein as DOES 1 through
6 20, inclusive, are not presently known and when ascertained Plaintiff will seek leave to
7 amend this Complaint accordingly.

8 4. Plaintiff is informed and believes and thereon alleges that each of the
9 fictitiously named Defendants are in some manner responsible for the occurrences herein
10 alleged and that Plaintiff's damages as herein alleged were proximately caused by their
11 conduct. When the particular facts relating to the responsibility and conduct of these
12 fictitiously named Defendants are ascertained, Plaintiff will seek leave to amend this
13 Complaint accordingly.

14 5. At all times mentioned herein, except as otherwise stated, each and every
15 other Defendant was the agent and/or employee of each and every other Defendant and in
16 doing the things alleged herein was acting within the course and scope of such agency
17 and/or employment, and in doing the acts herein alleged were acting with the consent,
18 permission and authorization of each and every other Defendant.

19 **II.**
20 **STATEMENT OF FACTS**

21 6. Landi served as a police officer with the City and County of San Francisco
22 from July 1984 until March 7, 2015, when he resigned. Prior to that, Landi worked as a
23 police officer in Daly City from April 1983 until July 1984, when he left to take a position
24 with the City and County of San Francisco.

25 7. On March 11, 2015, Landi was hired by the BPD and Chief David Parenti of
26 the BPD (hereinafter "Parenti") for \$40.00 hourly, with no CalPERS retirement plan, and no
27 medical or dental benefits, as required by the then-existing Memorandum of Agreement
28 ("MOA"), between the BPD and the Broadmoor Police Officers Association (hereinafter

1 "POA"). In May of 2015 when Landi complained about his lack of benefits, Parenti told
2 Landi, "You don't need CalPERS and you have SSI and the CCSF pension."

3 8. Landi was hired at a lower pay scale than his Advanced POST certificate,
4 which is based on education and expenses called for, according to the agreement between
5 the BPPD and the POA. During Landi's initial interaction with Parenti, he showed Landi a
6 bank statement for the BPD that indicated a balance of 1.5 million dollars on deposit for the
7 BPD.

8 9. Prior to Landi's hire date, BPD police officer Larry Howard (hereinafter
9 "Howard") and Rey Pagarigan (hereinafter "Pagarigan") were promoted to Corporal in
10 March of 2015, with an assured 5% pay increase. According to the then-current MOA, the
11 BPD structure did not allow for supervisors at a corporal rank, i.e., only sergeants are
12 considered supervisors.

13 10. In May of 2015, Parenti retired as Chief and was given two retirement
14 parties. One was at the Grosvenor Inn in South San Francisco, with local dignitaries,
15 including San Mateo County District Attorney Stephen M. Wagstaffe, and department
16 personnel in attendance. The second retirement party was at Broadway Prime in
17 Burlingame, California. Both retirement parties were paid for out of BPD funds.

18 11. Subsequently, Arthur Stellini (hereinafter "Stellini"), who had been
19 Commander, took over as Chief. Parenti then took over as the Commander, with a salary,
20 office, credit card, and a department vehicle provided after his retirement as Chief.

21 12. After their promotions in March of 2015, both Howard and Pagarigan took
22 personal office space and limited or ceased patrol functions, with no BPD personnel to fill
23 their now vacant spots.

24 13. In June of 2015, the contract negotiations for a new MOA began with Officer John
25 Reid (hereinafter "Reid"), who was the POA representative at the time, and Teamster
26 business representative Peter Finn (hereinafter "Finn") representing the members of the
27 BPD. Parenti and Stellini represented the BPPD. When the negotiations stalled, Landi

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1 requested that Stellini have retired SFPD Captain Al Casciato (hereinafter "Casciato") help
2 with the negotiations. Casciato had one meeting with Stellini and Parenti and, after looking
3 at the financial records, told them that they were nearly broke and advised that they not
4 continue stalling the negotiations. Casciato later told Landi that he saw an expense of
5 \$40,000.00 for a retirement dinner for Parenti. Casciato was not invited back and refused
6 payment for his time.

7 14. Stellini and Parenti then hired Ms. Kelly Tuffo (hereinafter "Tuffo") as the
8 attorney to handle the District's side of negotiations regarding the MOA, and an agreement
9 was reached by both parties around September 2015, with the contract retroactive to June
10 2015. As a result of the new MOA, and at Stellini's urging and suggestion, older BPD
11 personnel began to leave their positions with BPD.

12 15. Landi finished his probationary period as of September 11, 2016 and then
13 applied for Teamsters health and welfare benefits, as provided for in the MOA. Stellini
14 called the Teamsters and unilaterally cancelled Landi's benefits. Stellini told Landi that he
15 could not afford the costs. Landi reminded Stellini that he had given up over \$100,000.00 in
16 benefits during the past eighteen months. Stellini replied, "As have I." Landi asked Stellini if
17 things were going to get personal. Stellini said, "No."

18 16. Landi also discovered that several former Broadmoor police officers were not
19 getting CalPERS credits, as required by prior MOAs. Parenti had retired as the Chief of
20 Police with a CalPERS pension in 2013, but continued as a fulltime chief with full salary
21 and benefits, and then as Commander, in violation of CalPERS rules regarding continued
22 employment.

23 17. In 2016, Stellini hired Anthony McKenna (hereinafter "McKenna") as a
24 fulltime employee with no benefits, i.e., no CalPERS and no medical or dental benefits. The
25 denial of McKenna's benefits is currently in separate litigation.

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1 18. In May of 2017, Corporal Pagarigan experienced a medical emergency and
2 went on disability leave. Officer Kevin Morton (hereinafter "Morton") was appointed
3 Corporal by Stellini. Subsequently, in the spring of 2017, Landi worked alone on his shift
4 for two months, until he was paired with a non-POST certified Officer named Anthony
5 (Tony) Awad, who was eventually terminated for cause.

6 19. In June of 2017, Landi asked for his contractual Advanced POST pay
7 increase of 7.5%, which was then denied by Stellini. At this time, Stellini had not spoken
8 with Landi for six months. After a formal grievance was filed on behalf of Landi by Finn of
9 the Teamsters, Stellini complied on July 21, 2017 and Landi received his Advanced POST
10 pay increase, retroactive to his probationary period ending in September of 2016.

11 20. On July 25, 2017, at the San Francisco Giants law enforcement appreciation
12 night, Morton and a civilian employee told Landi that Stellini had said, "I'll burn this place
13 down before I give another dime to Landi."

14 21. In August of 2017, Landi was injured during an arrest and, due to severe pain
15 in his right hip, needed to go on temporary disability. While on the work-related injury leave
16 in September of 2017, Landi received a layoff letter from Stellini and the BPD. The layoff
17 was rescinded by the BPPD in October 2017, who told Stellini to rescind the layoff.

18 22. In the Fall of 2017, Finn and Landi notified CalPERS about Parenti's
19 violation of the retirement agreement and the history of the BPD in failing to honor the
20 CalPERS contract with Landi and several other employees. An audit by CalPERS ensued
21 and Parenti and Stellini were told that the BPPD was in arrears with CalPERS in the amount
22 of approximately \$2,000,000.00 to \$2,500,000.00.

23 23. In August of 2017, Morton told Landi that he saw a binder on Stellini's desk
24 with Landi's name on it marked "confidential."

25 24. In September of 2017, Landi was elected Vice President of the POA. Also, in
26 September 2017 Landi suggested to Stellini that if he could not pay a full package

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1 to eight employees, pursuant to the MOA, that Stellini consider closing the department and
2 letting the Sheriff's Department of San Mateo take over.

3 25. In December of 2017, Landi returned to work and was again injured during
4 an arrest.

5 26. At the end of 2017, Howard left the BPD to join the San Mateo Sheriff's
6 Office. Stellini hired a San Mateo Sheriff's Deputy to fill the vacant position in violation of
7 the MOA, which required "meet and confer" with the POA and other providers of the MOA.
8 Landi never received proper recognition from Stellini regarding his seniority in the BPD
9 after BPD Officer Hernandez and BPD Officer Brandt left in the Fall of 2017. Landi
10 eventually received recognition of his seniority by Morton after Reid left for the Albany
11 Police Department in December 2017/January 2018.

12 27. In February of 2018, BPD Officer Jeff Yanga (hereinafter "Yanga") applied
13 for a position with the BART Police Department. Yanga also applied to the Clairmont Police
14 Department and was offered a conditional position. BART and the Clairmont Police
15 Department eventually rejected Yanga before he started his employment. In February 2018,
16 Stellini then promoted Yanga to Corporal from a list that was over three years old and
17 refused to offer the position to Landi, who was entitled to the promotion.

18 28. In February of 2018, Yanga and Landi attended Field Training Officer school
19 ("FTO"). Landi trained new employees and notified POST that the BPD FTO program was
20 not in compliance with POST guidelines. As a result of that notification, many BPD officers
21 were not properly trained. In the Spring of 2018, Landi also notified the Department of
22 Justice ("DOJ") that the BPD was out of compliance with the rules regarding CLETS access,
23 i.e., access to confidential information.

24 29. In late spring/early summer of 2018, the DOJ audited the BPD, which
25 resulted in a requirement to update BPD personnel to access CLETS.

26 30. In early May of 2018, BPD Officer Jason Hekker (hereinafter "Hekker") told
27 Landi that the in-house accountant was doing work in the building and had asked about a

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1 disbursement \$30,000.00 from the Office of Traffic Safety (“OTS”) as a grant for Driving
2 Under the Influence (“DUI”) enforcement. However, Stellini never applied for a grant in
3 2017 or 2018 nor was any money paid out to the officers who would have worked overtime
4 under the OTS grant. The source of the \$30,000.00 remains unknown, as well as who the
5 recipients were. Stellini later suspended Hekker and then terminated him for cause because
6 he had complained about the OTS “grant” that was never received. Hekker was probationary
7 at the time and had no recourse administratively.

8 31. In May of 2018, Landi met with Finn regarding concerns about the finances
9 of the BPD and the alleged OTS “grant.” Finn sent an email to Tuffo and Stellini and an
10 emergency meeting was called with Parenti, Stellini, and the Accountant at BPD. Stellini
11 refused to meet and discuss this matter with Finn.

12 32. Also, in May of 2018, Yanga was hired by the Moraga Police Department
13 and Stellini brought in another San Mateo Sheriff’s Office Deputy, Deputy Hallsworth, to
14 fill that vacant position, again ignoring Landi’s right to be promoted.

15 33. In the spring of 2018, Finn attempted to set up a meeting with Landi, himself,
16 and Stellini to discuss the OTS “grant” issue and the financial status of the BPD. Landi
17 requested the assistance of County Supervisor Dave Canepa (hereinafter “Canepa”). Stellini
18 refused to meet with Canepa or Landi to discuss the upcoming contract negotiations and the
19 financial state of the BPD.

20 34. In lieu of promoting Landi, Stellini used part-time retired San Francisco
21 Police Department Sergeant Rich Daniele as the de facto supervisor of the BPD, and another
22 probationary employee, Rory Logan, was also used as a de facto supervisor who was paid
23 less than what Landi would have received if he had been properly promoted to that position.

24 35. In late spring/early summer of 2018, Landi met with San Mateo County
25 Supervisor David Canepa (hereinafter “Canepa”) and D.J. Wozniak, the President of the San
26 Mateo Sheriff’s Office (SMSO) (hereinafter “Wozniak”). During that meeting Canepa stated
27 that no town or city official had ever refused to meet with him when requested.

28 ///

1 Wozniak met with BPPD Commissioner Joe Sheridan (hereinafter "Sheridan"), who also
2 works as a sergeant for the SMSO. When Wozniak said he spoke with Landi about Landi's
3 concerns, Sheridan became defensive and said, "Landi is very difficult." Landi had never
4 spoken with Sheridan, except in passing, and he never spoke with Sheridan about the BPD's
5 financial issues.

6 36. At the May 2018 meeting of the BPPD, Stellini was asked by Sheridan who
7 the most senior officer in the department was and Stellini replied, "Steve Landi," adding that
8 Landi was the POA president.

9 37. At the May 2018 BPPD meeting, Stellini stated that due to an "anonymous"
10 complaint from within the Department, POST had required that, in order to be in
11 compliance, Stellini must send a supervisor, "the new Corporal," to an FTO manager's
12 course. Stellini knew the complaint had come from Landi since Landi had stated that this
13 was an "issue" at their last union meeting and that Stellini had a probationary employee
14 working out of classification.

15 38. Landi remains a BPD Officer, currently on modified assignment.

16 **III.**
17 **EXHAUSTION OF REMEDIES**

18 39. On August 24, 2018, Landi filed a complaint with the Department of Fair
19 Employment and Housing (DFEH) against the Broadmoor Police Protection District and the
20 Broadmoor Police Department, alleging discrimination and harassment based on age,
21 association with a member of a protected class, physical disability, harassment, and
22 retaliation. Landi also alleged that he was denied employment benefits and privileges,
23 denied a promotion, denied opportunities and assignments, denied a work environment free
24 of discrimination, and a failure to accommodate. A right-to-sue letter was issued by the
25 DFEH on August 30, 2018 (see Exhibit A).

26 40. On August 22, 2018, pursuant to Government Code 902, California Labor
27 Code §1102.5, the First Amendment of the U.S. Constitution, and the Police Officers' Bill
28 ///

1 of Rights, Landi filed a government code claim with the Broadmoor Police Protection
2 District (see Exhibit B). On December 31, 2018, the Broadmoor Police Protection District
3 notified Landi that his claim was rejected (see Exhibit C).

4 **FIRST CAUSE OF ACTION**

5 **[Age Discrimination (Violation of Government Code §12900, *et seq.*)]**
6 **(Against all Defendants)**

7 41. Plaintiff hereby refers to and incorporates herein by reference,
8 paragraphs 1 through 40, inclusive, of this Complaint as though fully set forth herein.

9 42. Plaintiff at all times material hereto, was an employee covered by California
10 Government Code §12900, *et seq.* prohibiting discrimination in employment on the basis of
11 age.

12 43. Defendants are, and at all times mentioned herein were, an employer within the
13 meaning of California Government Code §12900, *et seq.* and, as such, was barred from
14 discriminating against Landi on the basis of his age.

15 44. Defendants have discriminated against Landi on the basis of his age in violation
16 of California Government Code §12900, *et seq.* by engaging in the aforementioned course of
17 conduct based on Landi's age. This course of conduct includes, but is not limited to, those
18 actions set forth in paragraphs 1 through 40.

19 45. Plaintiff is informed and believes and thereon alleges that employees of BPPD
20 who were younger than Landi were not treated in the same manner as he was, as set forth
21 above. This course of conduct includes, but is not limited to, those actions set forth in
22 paragraphs 1 through 40.

23 46. Landi is informed and believes and thereon alleges that Defendants have
24 engaged in unlawful discriminatory actions in addition to the ones described above which
25 violate California Government Code §12940, *et seq.*, but which are not fully known to Landi at
26 this time. Landi will seek leave of Court to amend this Complaint to make the appropriate
27 allegations of discrimination when said conduct becomes known to Landi.

28 ///

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1 52. Plaintiff at all times material hereto, was an employee covered by California
2 Government Code §12900, *et seq.* prohibiting discrimination in employment on the basis of
3 age.

4 53. At all times mentioned in this Complaint, Government Code §12940, *et seq.*,
5 was in full force and effect and was binding on Defendants. These sections require Defendants
6 and its employees to refrain from harassing any employee on the basis of age, among other
7 things.

8 54. During the course of Landi's employment, Defendants created, and allowed to
9 exist, a hostile environment and harassed Landi and other employees on the basis of their age,
10 as alleged in paragraphs 1 through 40. Such harassment was in violation of Government Code
11 §12940, *et seq.*, and the public policy embodied therein, and has resulted in damages and injury
12 to Plaintiff as alleged herein.

13 55. As a direct and legal result of the aforementioned actions of Defendants, and
14 each of them, as alleged in this cause of action, Plaintiff has lost, and will continue to lose
15 future income, merit increases, bonuses, and other employment benefits, all in an amount
16 within the jurisdiction of this Court, the exact amount of which will be proven at the time of
17 trial, in an amount greater than \$50,000.00.

18 56. As a further direct and legal result of the aforementioned actions of Defendants,
19 and each of them, Plaintiff has suffered and will continue to suffer mental and emotional
20 distress, including but not limited to frustration, depression, nervousness, anxiety and loss of
21 self-worth, and should be awarded general damages in an amount within the jurisdiction of this
22 Court, the exact amount of which will be proven at the time of trial, in an amount greater than
23 \$50,000.00.

24 57. Because the actions taken against Plaintiff, as alleged above, were perpetrated
25 by managerial employees of BPPD, either acting in the course and scope of their duties with
26 the other Defendants, or by the other Defendants' ratification of their actions, and because the
27 aforementioned actions were intentional, deliberate, cold and callous so as to injure and
28

///

1 damage Plaintiff, Plaintiff is entitled to an assessment of punitive damages against Defendants,
2 and each of them, in an amount to be proven at the time of trial, in an amount greater than
3 \$50,000.00.

4 58. As a further direct and legal consequence of the actions of Defendants, as
5 alleged in this cause of action, Landi is entitled to attorney's fees, in an amount according to
6 law, and to be proven at the time of trial.

7 WHEREFORE, Landi prays for judgment against Defendants as hereinafter set forth.

8 **THIRD CAUSE OF ACTION**

9 **[Disability Discrimination and Perceived Disability Discrimination**
10 **(California Government Code §12940, *et seq.*)**
11 **(Against all Defendants)**

12 59. Plaintiff hereby refers to and incorporates herein by reference,
13 paragraphs 1 through 40, inclusive, of this Complaint as though fully set forth herein.

14 60. Defendant was aware Plaintiff had a temporary disability. Defendant engaged in
15 intentional discrimination of Plaintiff based upon his disability, and because the Defendant
16 perceived Landi to be disabled.

17 61. Defendant has discriminated against Plaintiff on the basis of his disability and
18 perceived disability in violation of California Government Code §12900, *et seq.*, by engaging
19 in the aforementioned course of conduct based on Plaintiff's disability. This course of conduct
20 includes, but is not limited to, those actions set forth in paragraphs 1 through 40. Plaintiff is
21 informed and believes and thereon alleges that non-disabled employees of BPPD were not
22 treated in the same manner that Landi was treated.

23 62. Plaintiff is informed and believes and thereon alleges that Defendant has
24 engaged in unlawful discriminatory actions in violation of California statutes prohibiting
25 disability discrimination and perceived disability discrimination, in addition to the ones
26 described above, which are not fully known to Plaintiff at this time.

27 63. Plaintiff is informed and believes and thereupon alleges that there is an
28 atmosphere of discrimination against employees who are disabled at Defendants' places of
business, and that Defendant has discriminated against other employees of Defendant in the

1 terms and conditions of employment, including the termination of employees due to their
2 disabilities.

3 64. As a direct and legal result of the aforementioned actions of the Defendant,
4 Plaintiff has lost and will continue to lose future income, merit increases, bonuses, and other
5 employment, all in an amount in excess of \$50,000.00, the exact amount of which will be
6 proven at the time of trial.

7 65. As a further direct and legal result of the aforementioned actions of Defendant,
8 Plaintiff has suffered and will continue to suffer mental and emotional distress, including, but
9 not limited to, frustration, depression, nervousness, anxiety and loss of self-worth, and should
10 be awarded general damages in an amount in excess of \$50,000.00, the exact amount of which
11 will be proven at the time of trial.

12 66. Because the actions taken against Landi, as alleged above, were perpetrated by
13 managerial employees of Defendant, either acting in the course and scope of their duties with
14 the other Defendants, or by the other Defendants' ratification of their actions, and because the
15 aforementioned discriminatory actions were intentional, deliberate, cold, and callous so as to
16 injure and damage Landi, Landi is entitled to an assessment of punitive damages against
17 Defendants, and each of them, in an amount in excess of \$50,000.00, the exact amount of
18 which will be proven at the time of trial.

19 67. As a further direct and legal consequence of the actions of the Defendant as
20 alleged in this cause of action, Plaintiff is entitled to attorney's fees in an amount according to
21 law and proven at the time of trial.

22 WHEREFORE, Landi prays for judgment against Defendants as hereinafter set forth.

23 **FOURTH CAUSE OF ACTION**

24 **[Failure to Reasonably Accommodate or Engage in Interactive Process**
25 **(California Government Code §12940(m)(n))]**
26 **(Against all Defendants)**

27 68. Plaintiff hereby refers to and incorporates herein by reference,
28 paragraphs 1 through 40, inclusive, of this Complaint as though fully set forth herein.

///

1 69. This cause of action is brought pursuant to the Fair Employment and Housing
2 Act, Government Code §12940(m)(n) which prohibits an employer from failing to reasonably
3 accommodate an employee with a known physical disability or to engage in a timely, good
4 faith interactive process with the employee to determine effective reasonable accommodations.

5 70. At all times material hereto, and at present, Landi was and is a qualified
6 individual with a disability as defined by California Government Code §12940 *et seq.*

7 71. Plaintiff contends that during his tenure with BPPD, he was discriminated
8 against because of the failure of BPPD to reasonably accommodate his disability or to engage
9 in an interactive process to determine whether his disability could be accommodated.

10 72. Defendant had no legitimate business justification for failing to provide
11 reasonable accommodation for Landi, or to engage in an interactive process.

12 73. Defendant has discriminated against Plaintiff on the basis of failing to
13 accommodate Plaintiff or engaging in an interactive process, in violation of California
14 Government Code §12900(m)(n), by engaging in the aforementioned course of conduct. This
15 course of conduct includes, but is not limited to, those actions set forth in paragraphs
16 1 through 40. Plaintiff is informed and believes and thereon alleges that non-disabled
17 employees of BPPD were not treated in the same manner that Plaintiff was treated, and that
18 other disabled employees were accommodated.

19 74. Plaintiff is informed and believes and thereon alleges that Defendant has
20 engaged in unlawful discriminatory actions in violation of Government Code §12940(m)(n), in
21 addition to the ones described above, which are not fully known to Plaintiff at this time.

22 75. Plaintiff is informed and believes and thereupon alleges that there is an
23 atmosphere of discrimination against employees who need accommodation at Defendants'
24 places of business, because of their disabilities and that Defendant has discriminated against
25 other employees by failing to accommodate them or enter an interactive process due to their
26 disabilities.

27 ///

28 ///

1 82. At all times mentioned in this Complaint, Government Code §12940, *et seq.*,
2 was in full force and effect and was binding on Defendants. These sections require Defendants
3 and its employees to refrain from retaliation against any employee on the basis of any
4 complaints or protests by employees of discrimination based on age or medical condition.

5 83. During the course of Landi's employment, Defendants created, and allowed to
6 exist, a hostile environment and discriminated against Landi on the basis of retaliation, as
7 alleged in paragraphs 1 through 40. Such retaliation was in violation of Government Code
8 §12940, *et seq.*, and the public policy embodied therein, and has resulted in damages and injury
9 to Plaintiff as alleged herein.

10 84. As a direct and legal result of the aforementioned actions of Defendant as
11 alleged in this cause of action, Landi has lost, and will continue to lose future income, merit
12 increases, bonuses, and other employment benefits, all in an amount in excess of \$50,000.00,
13 the exact amount of which will be proven at the time of trial. Landi claims said amounts of
14 damages together with prejudgment interest pursuant to Civil Code § 3287 and/or any other
15 provision of law providing for prejudgment interest.

16 85. As a further direct and legal result of the aforementioned actions of Defendant,
17 Landi has suffered and will continue to suffer mental and emotional distress, including but not
18 limited to, frustration, depression, nervousness, anxiety, and loss of self-worth, and should be
19 awarded general damages in an amount in excess of \$50,000.00, the exact amount of which
20 will be proven at the time of trial.

21 86. Because the actions taken against Landi, as alleged above, were perpetrated by
22 managerial employees of Defendant, either acting in the course and scope of their duties with
23 the other Defendants, or by the other Defendants' ratification of their actions, and because the
24 aforementioned discriminatory actions were intentional, deliberate, cold, and callous so as to
25 injure and damage Landi, Landi is entitled to an assessment of punitive damages against
26 Defendants, and each of them, in an amount in excess of \$50,000.00, the exact amount of
27 which will be proven at the time of trial.

28 ///

1 self-worth, and should be awarded general damages in an amount within the jurisdiction of this
2 Court, the exact amount of which will be proven at the time of trial, in an amount greater than
3 \$50,000.00.

4 94. Because the actions taken against Plaintiff, as alleged above, were perpetrated
5 by managerial employees of BPPD either acting in the course and scope of their duties with the
6 other Defendants, or by the other Defendants' ratification of their actions, and because the
7 aforementioned actions were intentional, deliberate, cold and callous so as to injure and
8 damage Plaintiff, Plaintiff is entitled to an assessment of punitive damages against Defendants,
9 and each of them, in an amount to be proven at the time of trial, in an amount greater than
10 \$50,000.00.

11 95. As a further direct and legal consequence of the actions of Defendants, as
12 alleged in this cause of action, Landi is entitled to attorney's fees, in an amount according to
13 law, and to be proven at the time of trial.

14 WHEREFORE, Landi prays for judgment against Defendants as hereinafter set forth.

15 **PRAYER**

16 Plaintiff prays for judgment against Defendants as indicated above and as follows:

17 1. For an award of appropriate back and future pay, plus all fringe benefits, and
18 other compensation due to him as a result of Defendants' unlawful employment practices, as
19 alleged above, together with interest at the legal rate. Said amount exceeds the jurisdictional
20 amount of the Court, and is greater than \$50,000.00;

21 2. For compensatory damages for physical and mental suffering which Plaintiff
22 has incurred as a result of Defendants' actions as alleged above, all in excess of the
23 jurisdictional amount of the Court, and is greater than \$50,000.00;

24 3. For an award of appropriate attorney's fees and costs associated with the
25 lawsuit;

26 4. For a preliminary and permanent injunction prohibiting Defendant's unlawful
27 conduct; and
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5. For such other and further relief as the Court deems just and proper.

Dated: June 3, 2019

LAW OFFICE OF RODERICK P. BUSHNELL



RODERICK P. BUSHNELL,
Attorneys for Plaintiff
STEVEN J. LANDI

Verified Complaint Landi v. Broadmoor.docx

Exhibit D



California Public Employees' Retirement System
Retirement Benefit Services Division
P.O. Box 942711 Sacramento, CA 94229-2711 | Fax: (916) 795-0385
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

David P Parenti
705 Palm Ave
South San Francisco, CA 94080

April 20, 2022

Reply To: 418
Refer To: 3257173252

Dear Mr. Parenti,

You have been reinstated to active membership with the Broadmoor Police Protection District. Per the March 4, 2022, dated letter from our Employer Account Management Division, you were unlawfully employed with the District as a retired annuitant for the periods of July 1, 2007 to November 30, 2012 and December 28, 2013 to July 12, 2020.

We have processed your reinstatement. The termination of your retirement has resulted in an overpayment in the amount of \$1,802,916.98. We have recovered your 2022 Federal and State taxes totaling \$8,594.71 and \$3,444.33 respectively and applied them to your overpayment. This has reduced your overpayment from \$1,802,916.98 to \$1,790,877.94. Your last retirement check was issued on April 1, 2022.

If you wish to re-retire in the future, retirement applications are available on our website at www.calpers.ca.gov.

Please submit a check or money order payable to CalPERS in the amount of \$1,790,877.94 within 30 days from the date of this letter. Write your CalPERS ID 3257173252 and Invoice #100000016761040 on your payment. Mail your payment to:

CalPERS
Cash and Payment Processing Unit
Financial Reporting and Accounting Services
P.O. Box 942703
Sacramento, CA 94229-2703

Please do not return the warrant(s) that were issued to you as returned warrants are sometimes delayed or misdirected, causing delays or other problems.

CalPERS has a fiduciary responsibility to ensure timely repayment and interest may be assessed on any unpaid balance. In addition, if the overpayment has not been repaid in full by the time

1 STEPHEN M. WAGSTAFFE, DISTRICT ATTORNEY
County of San Mateo, State of California
2 State Bar No. 78470
400 County Center, Third Floor
3 Redwood City, CA 94063
By: Joseph L. Cannon, Deputy District Attorney
4 Telephone: (650) 363-4636
Attorney for Plaintiff
5

FILED
SAN MATEO COUNTY

NOV 15 2022

Clerk of the Superior Court

By [Signature]
DEPUTY CLERK

6
7
8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 IN AND FOR THE COUNTY OF SAN MATEO

10 THE PEOPLE OF THE STATE OF CALIFORNIA

11 Plaintiff,

12 vs.

13 GREGORY LOVE
14 671 SKYLINE DR
15 DALY CITY, CA 94015

16 Defendant.

REPORT NO. DI21031002
DA CASE NO. 0853405

22 SF 013823A

FELONY COMPLAINT

17
18 I, the undersigned, say, on information and belief, that in the County of San Mateo, State of
19 California:

20 COUNT 1: PC487(a) (Felony)

21 On or between May 17, 2009 and December 1, 2012, in the County of San Mateo, State of California,
22 the crime of Grand Theft Of Personal Property in violation of PC487(a), a Felony, was committed in
23 that GREGORY LOVE did unlawfully take money and personal property of a value exceeding Four
24 Hundred Dollars (\$400), to wit 1.2 Million Dollars in Retirement Benefits the property of CalPERS.

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ENHANCEMENT 1

PC12022.6(a)(2): Special Allegation-Excessive Loss Over \$200,000

It is further alleged as to Count 1 that in the commission of the above offense(s) the said defendant, GREGORY LOVE, with the intent to do so, took, damaged, and destroyed property of a value exceeding \$200,000, within the meaning of Penal Code section 12022.6(a)(2).

ENHANCEMENT 2

PC803(c): Special Allegation-Statute Of Limitations-Late Discovery (Zamora Allegation)

It is further alleged as to Count 1 , offenses described in Penal Code section 803(c), that the above violation was not discovered until April 14, 2021 by San Mateo County District Attorney's Office Inspector Kevin Raffaelli by reviewing payroll records for the Broadmoor Police Department, and that no victim of said violation and no law enforcement agency chargeable with the investigation and prosecution of said violation had actual and constructive knowledge of said violation prior to said date because Defendant never reported his post-retirement employment to CalPERS, within the meaning of Penal Code section 803(c).

NOTICE: Conviction of any of the above felony counts requires relinquishment of firearms, ammunition and ammunition feeding devices.

Pursuant to Penal Code Section 1054.5(b), the People are hereby informally requesting that defendant(s) and his or her attorney provide to the People the discovery required by Penal Code Section 1054.3. This is a continuing request pursuant to the provisions of Penal Code Section 1054.7.

I declare under penalty of perjury that the foregoing is true and correct except for those things stated on information and belief and those I believe to be true.

1 MATTHEW G. JACOBS, GENERAL COUNSEL
2 CHARLES H. GLAUBERMAN, SENIOR ATTORNEY, SBN 261649
3 CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
4 Lincoln Plaza North, 400 "Q" Street, Sacramento, CA 95811
5 P. O. Box 942707, Sacramento, CA 94229-2707
6 Telephone: (916) 795-3675
7 Facsimile: (916) 795-3659

8 Attorneys for California Public Employees' Retirement System

9 BOARD OF ADMINISTRATION

10 CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

11 In the Matter of the Appeal Regarding Post) AGENCY CASE NO. 2022-0432
12 Retirement Employment)
13 EDWARD S. NAKISO,) OAH NO.
14 Respondent,) STATEMENT OF ISSUES
15 and)
16 BROADMOOR POLICE PROTECTION) Hearing Date:
17 DISTRICT,) Hearing Location: Oakland
18 Respondent.)
19)
20)

21 California Public Employees' Retirement System (CalPERS) makes and files this
22 Statement of Issues states as follows:

23 **I**

24 Respondent Edward S. Nakiso (respondent Nakiso) became a CalPERS member through
25 employment with the City of Burlingame (Burlingame) on August 26, 1983 Respondent Nakiso
26 was last employed by Burlingame as a Police Sergeant. By virtue of his employment, respondent
27 Nakiso is a local safety-police member of CalPERS.

28 **II**

On June 11, 2012, CalPERS received respondent Nakiso's application for service

1 December 1, 2012, through January 24, 2014, and repay retroactive contributions owed as an
2 active member for the reinstatement period.

3 **XII**

4 By letter dated March 4, 2022, respondent Nakiso, with copy to the District, was notified
5 of CalPERS' determination and their appeal rights.

6
7 **XIII**

8 By letter dated April 1, 2022, respondent Nakiso, through his counsel, filed a timely
9 appeal and requested an administrative hearing.

10 **XIV**

11 By letter dated April 5, 2022, CalPERS confirmed respondent Nakiso's reinstatement
12 from service retirement for his employment with the District effective December 1, 2012, with
13 membership under Safety-Police category.

14 **XV**

15 By letter dated April 15, 2022, CalPERS notified respondent Nakiso that it sought to
16 collect the retirement benefits he received following the commencement of his unlawful
17 employment (December 1, 2012) in the amount of \$1,254,568.84⁵ ⁶.

18 **XVI**

19 On May 27, 2022, CalPERS received respondent Nakiso's application for service
20 retirement with an effective date of January 25, 2014. Respondent Nakiso re-retired for service
21 with the District effective January 25, 2014, and began receiving his retirement allowance on July
22 1, 2022.

23 **XV**

24 The appeal is limited to the following issues:

25 _____
26 ⁵ CalPERS recovered from respondent Nakiso's 2022 Federal and State taxes totaling \$6,682.38 and
27 \$2,555.12, respectively; and health premiums for the period from his reinstatement date to current totaling
28 \$216,256.35, and applied them to his repayment of \$1,254,568.84, reducing it from \$1,254,568.84 to \$1,029,074.99.

⁶ Government Code section 21220 provides the penalties for working after retirement
violations.

Exhibit E

1 **P O R T E R | S C O T T**

2 A PROFESSIONAL CORPORATION

3 Derek J. Haynes, SBN 264621

4 dhaynes@porterscott.com

5 Dylan T. de Wit, SBN 327363

6 ddewit@porterscott.com

7 Lauren J. Orozco, SBN 332880

8 lorozco@porterscott.com

9 350 University Avenue, Suite 200

10 Sacramento, California 95825

11 TEL: 916.929.1481

12 FAX: 916.927.3706

13 Attorneys for Defendants

14 *Exempt from Filing Fees Pursuant to Government Code § 6103*

15 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO

16 DAVID P. PARENTI, an individual;
17 VICTOR KHEDR an individual; and SYED
18 HUSAIN, an individual; and FIVE POINTS
19 TIRE IMPORTS, INC., a California
20 Corporation,

21 Plaintiffs,

22 vs.

23 BROADMOOR POLICE PROTECTION
24 DISTRICT, a public entity; MICHAEL P.
25 CONNOLLY, an individual; PATRICK
26 TOBIN, an individual; RONALD E. BANTA,
27 an individual; PETER NELSON, an
28 individual; JOHN F. DUNCAN, an
individual; ERIC K. EATON, an individual;
JULIE DUN, an individual; SYLVIA KOH,
an individual; JAMES KUCHARSZKY, an
individual; RALPH HUTCHENS, an
individual; MARIE BRIZUELA, an
individual; and DOES 1 through 50, inclusive,

Defendants

Case No.: 21-CIV-03905

**DECLARATION OF RONALD BANTA IN
SUPPORT OF DEFENDANTS'
OPPOSITION TO PLAINTIFFS' EX PARTE
PETITION FOR INJUNCTIVE RELIEF**

Complaint Filed: 07/20/21

Electronically
FILED
by Superior Court of California, County of San Mateo
ON **9/30/2021**
By /s/ Priscilla Tovar
Deputy Clerk

1 I, Ronald Banta, declare as follows:

2 1. I was an officer with the San Francisco Police Department for more than 32 years. I
3 joined the Broadmoor Police Protection District (the "District") as an officer in 2019.

4 2. On September 15, 2021, the District's Board of Commissioners appointed me as Chief of
5 Police. I remain in that position today.

6 3. Before I was appointed as Chief, I was a Commander for the District.

7 4. [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 5. [REDACTED]

13 Reserve Officer Status and Unit

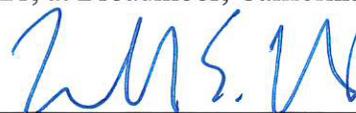
14 6. The District had a Reserve Officer Unit comprised of voluntary, reserve officers. Victor
15 Khedr, Syed Husain, and several other officers were all members of that Unit.

16 7. Members of the Reserve Officer Unit, including Victor Khedr and Syed Husain, were
17 reserve officers under California Penal Code Section 830.6.

18 8. The District decommissioned the Reserve Officer Unit effective September 30, 2021
19 because the Unit was no longer viable for police department operations. As a result, all reserve officer
20 positions were eliminated.

21 I make this Declaration on my own personal knowledge except to the facts stated on information
22 and belief. As to such facts, I believe them to be true. If called upon to do so, I could and would
23 competently testify about the matters asserted herein.

24 I declare under penalty of perjury under the laws of the State of California that the foregoing is
25 true and correct. Executed this 29th day of September, 2021, at Broadmoor, California.

26 

27 _____
28 Ronald Banta

Exhibit F

GSRMA

Management Analysis – Broadmoor PPD

February 24, 2023

Management Decision

The Risk Management team of GSRMA is recommending that membership and, with it, insurance coverage be revoked for Broadmoor Police Protection District (the “District”) at the end of the current coverage year (June 30, 2023).

Summary

The District became a member of GSRMA July, 2014 for property, September 2024 for liability and July 2015 for workers’ compensation. Liability claims were filed almost immediately upon the start of their coverage including a claim based in their first few months of liability coverage that was closed out at over \$500,000. Additional smaller claims were filed over the next few years until the 2017-18 coverage year when more significant claims were filed.

The claims have continued even with efforts by our risk control department and some changes made by the member.

In light of the amount of turnover and change the District has suffered in recent years, the chaos and stress to the organization due to various internal bad characters and investigations by their County District Attorney’s office and CalPERS, etc., we feel that not enough can be done at this point to avoid future claims or negative pressure on the resolution of current claims.

Considerations:

- The member has suffered multiple catastrophic liability losses since joining GSRMA. This has had a definite negative impact on rates for all members. Not only do the actuaries require us to collect additional member contribution to fund future risk, but our excess carrier has applied penalty in the form of an experience modifier that has affected the cost of excess coverage.
- The member is currently working with CalPERS to pay for past mis-handling of their retirement system.
- Frequent turnover at the management level has made it difficult to implement consistent mitigation efforts to avoid future claims.
- District management and governance has made decisions and continue to make decisions that are detrimental to the positive resolution of ongoing claims and ongoing prevention of future claims.
- Due to their current cost of coverage from us, the likely significant cost of PERS reparations, and general fiscal instability, we view the District as having significant financial going concern issues.