ORANGE COUNTY
SHERIFF'S DEPARTMENT

INTERNAL MEMO

To: Assistant Sheriff Jon Briggs

From: Sergeant Joe Vollmer

Date: December 17, 2020

RE: Notice of Administrative Leave Removal

Confidential

Notice of Administrative Leave Removal

Please be advised, Investigator Jeremy Buraglia (Employee ID 0075462) was removed from Administrative Leave and separated from the Department, effective today, December 17, 2020.

cc: Commander Jason Park
Captain Margie Sheehan
Captain Luke South
Lieutenant Dawn Haag
Lieutenant Mark Alsobrook
Recruiting Manager – Vicki Pirooz
Sheriff's Payroll – Diane Ramos
Sheriff's Payroll – Doris De La Cruz
PSD – Richard Sanchez, HR Records Team
PSD – Sophia Maciel, Employee Services Manager
PSD – Michelle Cross, HR Records Supervisor
PSD – Juana Fierro, Position Control
AOCDS – Julie Cramer

December 10, 2020

Investigator Jeremy Buraglia
Orange County Sheriff Department

COPY

RE: Resignation

To: Assistant Sheriff Jon Briggs

Please accept this correspondence as my official resignation from the Orange County Sheriff Department, effective December 17, 2020. I am exercising the option to resign from the Department in conjunction with the attached Settlement Agreement, effective December 17, 2020.

Sincerely,

Jeremy Buraglia

SETTLEMENT AGREEMENT AND GENERAL RELEASE

COPY

This Settlement Agreement and General Release ("Agreement") is made and entered into between the Orange County Sheriff's Department, its past or present officers, directors, governing body, employees, agents, predecessors, attorneys, divisions, affiliates, representatives, successors in interest and assigns and all persons acting by, through, under, or in concert with any of them ("County" collectively), and Jeremy Buraglia ("Buraglia"), for the following purposes and with reference to the following facts (County and Buraglia are also referred to as the "parties").

RECITALS

A. WHEREAS, Buraglia was employed with the County as a deputy sheriff;

B. WHEREAS, Buraglia and the County desire to resolve completely and finally all matters relating to Buraglia's employment with the County, and Buraglia's separation from the County, without resort to available administrative or judicial procedures.

TERMS OF THE AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants set forth below, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to settle and compromise all matters between the County and Buraglia arising out of Buraglia's employment with the County.

2. **Disposition of Claims.** Buraglia and the County desire to resolve completely and finally all matters leading up to, and including, Buraglia's resignation from the County, without resort to available administrative or judicial procedures.

    a. Execution of this Agreement by either Buraglia or the County is not in any way an admission of a violation of any provision of the laws of the United States, the State of California or any other laws, ordinances, resolutions, rules or regulations of the County of Orange. This Agreement cannot be used by Buraglia or the County in any way to demonstrate an admission of liability on either party's part, or against any other person.

    b. Buraglia agrees that he shall not in the future file, participate in, instigate or encourage the filing of any lawsuits, complaints, charges or any other proceedings in any state or federal court or before any local, state or federal agency, administrative tribunal, quasi-administrative tribunal or person, claiming that the County has violated any local, state or federal laws, statutes, ordinances or regulations or claiming that the County has engaged in any tortious, other State,

or other Federal based misconduct of any kind, based upon any events occurring prior to the date of his execution of this Agreement.

c. Buraglia agrees to waive any right he may have to an administrative appeal of the decision resulting from the investigation conducted into allegations of misconduct. Buraglia agrees and acknowledges that he is waiving his appeal rights as set forth herein.

d. In addition to the various general releases of liability and agreements to dismiss and/or forego any lawsuits, complaints, charges or claims against the County, Buraglia specifically agrees and verifies that as to him, the County has not violated any element of Title VII of the Civil Rights Act of 1964 and/or of the California Fair Employment and Housing Act, and he further agrees and acknowledges that he has not been subject to adverse or any other employment action by County based upon race, religion, creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other protected class, and that he shall institute no action(s) in any forum as to any such claim(s), all of which are waived.

3. Upon execution of this Agreement, Buraglia agrees to perform the following:

a. Upon execution of this Agreement, Buraglia agrees to submit to the County, an irrevocable letter of resignation of employment from the County. The resignation letter shall be effective December 17, 2020. The letter, which must be signed by Buraglia, shall only state: "I, Jeremy Buraglia, resign from employment with the County, effective December 17, 2020." Upon receipt of Buraglia's letter, Buraglia's resignation shall be deemed accepted and shall be considered irrevocable and not subject to set aside by any administrative or judicial action. Buraglia acknowledges and agrees that the submission of his resignation is a voluntary act and that there was no coercion in such regard by the County.

4. Upon execution of this Agreement, the County agrees to perform the following:

a. The County agrees to accept Buraglia's resignation, effective immediately upon execution of this Agreement and receipt of his letter of resignation.

b. Inquiries from prospective employers performing background investigations or reference checks relating to Buraglia shall only be responded to with information of the dates of Buraglia's employment, his job title(s), that he resigned voluntarily, and if so requested, his salary history.

5. As consideration for the acceptance of his resignation, Buraglia hereby and forever releases and discharges the County, and any past and/or present parent, subsidiary and/or affiliated entities or persons, as well as all direct or indirect successors, officers, officials, directors, heirs, predecessors, assigns, agents, insurers, employees, attorneys and representatives, and each of them, past and present, from any and all causes of action, actions, judgments, liens, indebtedness, damages, losses, claims, liabilities, and demands of whatsoever kind or character, known or unknown, suspected to exist or not suspected to exist, anticipated or not anticipated, whether or not heretofore brought before any state or federal court or before any state or federal agency or other governmental entity, and from all claims arising from or related or attributable to Buraglia's employment with the County. This release and discharge includes, but is not limited to, any and all claims or potential claims Buraglia has or may have of discrimination, retaliation, harassment, violation of any statutory, constitutional or common law rights, violation of any employer policies or procedures and all claims for attorneys' fees and costs relating thereto. This release by Buraglia includes a release of any and all claims which he has brought or could bring under the California Fair Employment and Housing Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and any other state or federal statute prohibiting discrimination, harassment and/or retaliation in employment, as well as any other employment related claims or alleged torts, all of which are waived.

6. **Specific Acknowledgment of Waiver of Claims Under ADEA and OWBPA.** The Age Discrimination in Employment Act of 1967 ("ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age 40 or older. The Older Workers Benefit Protection Act ("OWBPA"), 29 U.S.C. § 626, et. seq., further augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Buraglia acknowledges that he is knowingly and voluntarily, for just consideration, waiving and releasing any rights he may have under the ADEA and/or OWBPA. Buraglia further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

    a. This waiver/release is written in a manner understood by Buraglia.
    b. By entering into this Agreement, Buraglia will receive consideration he would not receive if he were not to enter into this Agreement.
    c. Buraglia is aware of his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA, or similar age discrimination laws.
    d. Buraglia is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this Agreement, and the waiver and release of any

rights he may have under the ADEA, the OWBPA, or similar age discrimination laws, but he may, in the exercise of his own discretion, sign or reject this Agreement at any time before the expiration of the twenty-one (21) day period. Buraglia acknowledges that he has been given a period of at least twenty-one (21) days within which to consider entering into this AGREEMENT and acknowledges that he is voluntarily waiving this twenty-one (21) day period.

e. The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the effective date of this Agreement.

f. Buraglia is hereby advised that he should and has consulted with an attorney of his choice prior to executing this Agreement.

g. Buraglia has seven (7) non-waivable calendar days following his execution of this Agreement to revoke this Agreement. If Buraglia chooses to revoke this Agreement, he must provide written notice of his revocation to the County prior to the expiration of the seven day period.

h. This Agreement shall not be effective or enforceable and the consideration hereunder shall not be rendered to Buraglia until after the Agreement is executed by each of the parties and after expiration of the seven (7) day revocation period set forth in the preceding subparagraph.

7. Buraglia understands that this Agreement extends to all disputes or claims of every nature and kind, known or unknown, actual or potential, anticipated or not anticipated, suspected or unsuspected, between the parties at the time of execution of this Agreement, including but not limited to those arising from and/or related to the employment of and/or the separation of such employment between the County and Buraglia whether or not heretofore brought before any state or federal court or before any state or federal agency or other governmental entity, as well as claims relating to any conduct or activity which occurs after the date of execution of this Agreement. Buraglia, on behalf of himself, and his assigns, successors, agents and representatives, hereby waives any and all rights that Buraglia may have pursuant to California Civil Code section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Buraglia expressly waives the provisions of California Civil Code section 1542, and further waives any rights he might have to invoke said provisions now or in the future with respect to the releases set out in this Agreement. Buraglia recognizes and acknowledges that factors which have induced him to enter into this Agreement may turn out to be incorrect or different from what he had previously anticipated, and Buraglia expressly assumes all of the risks of this waiver of section 1542.

8. **Effective Date of Agreement.** This Agreement becomes effective on December 17, 2020, upon which the seven-day revocation allowance period from December 10, 2020, is set to expire.

9. **Entire Agreement.** This Agreement shall constitute a single integrated contract expressing the entire agreement between the parties. Any prior agreements, promises, negotiations or representations written or oral, express or implied, relating to the subject matter of this Agreement, not expressly set forth in this Agreement, are of no force or effect between the parties concerning the subject matter set forth herein.

10. **Modification.** This Agreement cannot be amended, modified, or supplemented in any respect except by written agreement entered into by the parties hereto.

11. **Representation by Representative/Counsel.** Each party hereto represents and agrees that they have carefully read and fully understood all of the provisions of this Agreement, that they have had the chance to consult with a representative (including, but not limited to, an attorney), and that they are voluntarily, without any duress or undue influence on the part of or on behalf of any party, entering into this Agreement.

12. **Joint Drafting.** This Agreement shall not be construed against any one party, but shall be construed as if jointly prepared by the parties hereto. Any uncertainty or ambiguity shall not be interpreted against any one party.

13. **Costs.** Each of the parties agree to bear its own expenses, costs and attorney's fees in regards to the events described in the above recitals and in the negotiation and implementation of the Agreement.

14. **Severability.** Except for paragraph 3.a, should any of the provisions or terms of this Agreement be determined illegal, invalid, or unenforceable by any court or governmental agency of competent jurisdiction, validity of the remaining parts, terms, or provisions, shall not be affected thereby and said illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement.

15. **Governing Law.** This Agreement is made and entered into in the State of California, and shall be governed, interpreted, and enforced under the laws of the State of California. The parties agree that jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this Agreement or any of its terms, provisions, or obligations, or claiming breach thereof, shall exist exclusively in a court or government agency located within the County of Orange, State of California. The parties further agree that this Agreement may be used as evidence in any subsequent proceeding in which any of the parties allege a breach of this Agreement or seeks to enforce its terms, conditions, provisions, or obligations.

16. **Breach.** Each party hereto agrees to do all things and execute and deliver all instruments and documents necessary to fulfill and effect the provisions of this Agreement and to protect the respective rights of the parties to this Agreement. It is further understood and agreed that if, at any time, a breach of any term of this Agreement is asserted by any party hereto, that party shall have the right to seek specific performance of that term and/or any other necessary and proper relief, including but not limited to damages, from any court of competent jurisdiction in Orange County.

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy or facsimile transmission of the Agreement, including signatures, shall be deemed to constitute evidence of the Agreement having been executed.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

IN WITNESS WHEREOF, the parties hereto have executed the SETTLEMENT AGREEMENT AND GENERAL RELEASE.

Dated: December 10, 2020

By: _____
JEREMY BURAGLIA

COUNTY OF ORANGE

Dated: _____

By: _____
JOHN BRIGGS
Assistant Sheriff

Internal Investigation
Administrative Worksheet
PI# 19-059

Principal(s): Investigator Jeremy Buraglia

Complainant(s): Administration

Facility/Location: Professional Standards Division

Disposition:

1. OCSD Policy Manual Section 1018.1 – Standard of Conduct

☐ Unfounded / ☐ Not Involved / ☐ Exonerated / ☐ Not Sustained / ☒ Sustained

2. OCSD Policy Manual Section 1018.27 – Untruthfulness

☐ Unfounded / ☐ Not Involved / ☐ Exonerated / ☐ Not Sustained / ☒ Sustained

3. OCSD Policy Manual Section 1018.28 – Removal or Alteration of Official Records

☐ Unfounded / ☐ Not Involved / ☐ Exonerated / ☐ Not Sustained / ☒ Sustained

4. OCSD Policy Manual Section 1018.33 – Incurring Liability

☐ Unfounded / ☐ Not Involved / ☐ Exonerated / ☐ Not Sustained / ☒ Sustained

5. OCSD Policy Manual Section 1018.5 – Performance of Duty

☐ Unfounded / ☐ Not Involved / ☐ Exonerated / ☐ Not Sustained / ☒ Sustained

6. OCSD Policy Manual Section 1018.55 – Prohibited Acts or Omissions

☐ Unfounded / ☐ Not Involved / ☐ Exonerated / ☐ Not Sustained / ☒ Sustained

7. OCSD Policy Manual Section 1018.6 – Obedience To Laws And Regulations

☐ Unfounded / ☐ Not Involved / ☐ Exonerated / ☐ Not Sustained / ☒ Sustained

8. OCSD Policy Manual Section 1001.2 – Canons of Ethics

☐ Unfounded / ☐ Not Involved / ☐ Exonerated / ☐ Not Sustained / ☒ Sustained

Discipline: ☐ Written Reprimand ☐ Suspension (# of hours_____)
☐ Demotion (to rank of_____) ☒ Dismissal
☐ Administrative Leave

Comments / Other: RECOMMEND DISMISSAL. DETAILS ARE OUTLINED IN MY MEMO TO COMMANDER PARK.

Administrative Disposition by: Capt. [signature] **Date:** 7/15/20

Administrative Appeal Hearing

Date: ___ ___ _____ *Time:* ___ ___ _____

In Attendance: _____ _____ _____

Comments: _____ _____ _____ _____ _____ _____ _____

Disposition: _____ _____ _____ _____

Disposition by: _____ Date: _____

ADAMS & FERRONE FERRONE
A Professional Law Corporation

Main and Mailing Address:
4333 Park Terrace Dr., Ste. 200,
Westlake Village, CA 91361
866-373-5900
@adamsferrone
www.adamsferrone.com

Stuart D. Adams
John A. Ferrone
Paul F. Ferrone
E. Earl Dove
Michael T. Bannon
Michael A. McGill
Robert L. Baumann
Andrew B. Scott
Ryan T. Trotta
Brittany A. Broms
Kelli M. Hemmen
Brooke A. Reno
Jennifer Krikorian
Samuel Rose
Christopher Torres

Of Counsel
Mark J. Peacock

VIA EMAIL AND U.S. MAIL

October 23, 2020

Joe Vollmer, Internal Affairs Sergeant
Professional Standards Division
Orange County Sheriff's Department
550 N. Flower Street
Santa Ana, CA 92703
JVollmer@ocsd.org

RE: Appeal of Notice of Intent to Dismiss
Jeremy Buraglia Personnel Investigation 19-059

Dear Sgt. Vollmer,

Pursuant to Skelly v. State Personnel Board (1975) 15 Cal.3d 194 Deputy Sheriff II Jeremy Buraglia hereby appeals the above-referenced document received on October 16, 2020. Please let this correspondence represent Deputy Sheriff II Buraglia's formal request for a Due Process Review (Skelly Meeting).

Please also let this correspondence represent Deputy Sheriff II Buraglia's formal request for copies of the complete investigation and all documents pertaining to the investigation. Further, Deputy Sheriff II Buraglia requests copies of all documents upon which the department has relied upon to support the intended disciplinary action. Included in this request is a separate request for all the audio recordings of those persons interviewed for the purpose of this investigation, all transcripts of those interviews, any complaint forms or citizen complaints, all notes and memorandums drafted or taken for the purpose of the investigation and any other documents or materials which are part of the investigation or were used to determine the recommended discipline.

Please contact my office to schedule a mutually agreeable date and time for this hearing.

Sincerely,
ADAMS, FERRONE & FERRONE, APLC
/s/ Jennifer Krikorian
Jennifer Krikorian

cc: Julie Cramer, AOCDS

NOTICE OF INTENT TO DISMISS
Personnel Investigation #19-059

JEREMY BURAGLIA
PROFESSIONAL STANDARDS DIVISION
BACKGROUND UNIT

In accordance with Article X, Section 5 of the County of Orange Memorandum of Understanding for the Peace Officer Unit, and the Orange County Sheriff-Coroner Department Policy Manual, Policy 340.2, you are hereby notified that the Orange County Sheriff-Coroner Department ("Department") intends to dismiss you from your employment as an Investigator effective Friday, October 30, 2020 unless you are notified of a later date once the Skelly hearing has been completed.

This proposed discharge is based on the Department's determination that you have violated department policy, as detailed below. In addition, as explained below, you have exhibited poor judgement, engaged in misconduct, and lack credibility. As such, you have violated the following Department policies:

1. **OCSD POLICY 1018.1 - STANDARD OF CONDUCT**
   1. Members shall conduct their private and professional lives in such a manner as to avoid bringing discredit upon themselves or the department.
   2. Commissioned officers shall conform with the Code of Professional Conduct and Responsibilities for Peace Officers (Policy 1001).

2. **1018.27 UNTRUTHFULNESS**
   No Member shall knowingly make false statements or misrepresentations to other Members or Superiors.

3. **1018.28 REMOVAL OR ALTERATION OF OFFICIAL RECORDS PROHIBITED**
   Members shall not remove or alter any official record of the Department except as directed by superiors in accordance with established Departmental procedures, or under due process of law.

4. **1018.33 INCURRING LIABILITY**
Members shall exercise extreme caution and good judgment to avoid occurrences that might give rise to liability chargeable against the Department, the Sheriff-Coroner, or the county.

5. **1018.5 PERFORMANCE OF DUTY**
Members shall perform their duties as required or directed by law, Department rules/regulations, procedures, policies, or by order of a superior officer. All lawful duties required by competent authority shall be performed promptly as directed.

6. **1018.55 PROHIBITED ACTS OR OMISSIONS**
The following acts or omissions by Members are prohibited:
19. The falsification of any work-related records, the making of misleading entries or statements with the intent to deceive, or the willful and unauthorized destruction and/or mutilation of any Department record, book, paper or document.

7. **1018.6 OBEDIENCE TO LAWS AND REGULATIONS**
1. Members shall observe and obey all laws and ordinances, all rules/regulations, procedures and policies of the Department and all orders of the Department or commands thereof. In the event of improper action or breach of discipline, it will be presumed that the Member was familiar with the law, rule/regulation, procedure or policy in question.

8. **1001.2 CANONS OF ETHICS**

STANDARD 2.2 Peace officers shall truthfully, completely, and impartially report, testify, and present evidence in all matters of an official nature.

STANDARD 4.4 Peace officers shall maintain a level of conduct in their personal and business affairs in keeping with the high standards of the peace officer profession. Officers shall not participate in any incident involving moral turpitude.

EMPLOYMENT HISTORY

You have been employed with the Orange County Sheriff's Department for approximately 12 years. You were initially hired with the department as a Deputy Sheriff Trainee (DST) on June 30, 2008. You graduated the Sheriff's Academy and promoted to Deputy Sheriff I on December 24, 2008. You were assigned to Custody Operations before being promoted to Deputy Sheriff II on April 4, 2014. You were then assigned to patrol operations and promoted to Investigator on April 27, 2018. As an Investigator, you were assigned to the Professional Standards Division, followed by your current assignment at North Investigations. On May 16, 2019, you were placed on Administrative Leave.

PERSONNEL INVESTIGATION #19-059

On May 15, 2019, at the direction of Commander D. Sawyer, the Internal Affairs Bureau initiated a Personnel Investigation into your on-duty actions. On or about May 15, 2019, anonymous letters alleged you had conducted a background investigation for a candidate, [redacted] with whom you reside and have an intimate relationship. During the investigation, it was discovered that you failed to notify supervision of your conflict of interest, and that you falsified and changed background documents and information resulting in an unqualified applicant being hired by the Department.

CASE BACKGROUND

On May 15, 2019, Sergeant A. Patella wrote an Internal Memo to Lieutenant D. Haag detailing three anonymous letters received by the department, questioning the validity of your investigation into the background of [redacted] After further investigation, it was discovered that you had conducted [redacted] background investigation, and that [redacted] was subsequently approved for hire.

The Personnel Investigation revealed you had been residing with [redacted] and have been in an intimate relationship with him for roughly seven years. The investigation included an interview with you, where you admitted to altering, fabricating, and/or changing numerous documents, while intentionally withholding key information and documents related to [redacted] background investigation(s).

CRIMINAL CASE BACKGROUND

You were investigated criminally for the conduct underlying this personnel investigation. On August 4, 2020, you pled guilty to violating California Penal Code section 182(a)(5) ("criminal conspiracy to commit acts injurious to the public"), a misdemeanor, and 2 counts of Penal Code section 529(a)(2) ("false personification and cheats"), a misdemeanor, were placed on 3 years of informal probation, ordered to complete 200 hours of community service, pay $250 to Victim Witness Emergency Fund, and pay a $100 + Penalty Assessment to the Court.

SUMMARY OF ALLEGATIONS

- You submitted a written Final Review of [redacted] application, with the following inaccuracies:
    - You stated: "The applicant was previously employed as a Trainee by the City of Pomona from March 2014 to April 2015." Correspondence rated the applicant as "Excellent." This is false, as [redacted] was terminated for cause from Pomona Police Department.

- You included comments allegedly made by the Chief of Police of the Pomona Police Department, which were fabricated by you: "Thank you for contacting me to discuss his attributes. I am happy to recommend him for the position of Deputy Sheriff. I know he will be a great fit for your department – Chief of Police." The Chief of Police confirmed that he did not write a letter with this language.
- Referencing Pomona PD, you wrote: "The applicant was released on probation after being re-phased in phase 3 and twice in phase 5. Issues included navigation and report writing." This is false. [redacted] was terminated for making inappropriate social media posts.
- You stated: "The applicant lists no arrest record." However, you omit [redacted] arrest in Hoke County, North Carolina.
- You wrote: "No evidence of present involvement with drugs or alcohol abuse was uncovered during the course of the background investigation." You wrote this despite evidence found during the background investigation to the contrary, including [redacted]use of both cocaine and ecstasy.

- You falsified/altered multiple reference letters from Department employees, making it appear as the though the references were stronger than they were when originally written.

- You falsified multiple documents coming from the Pomona Police Department including, as referenced above, altering a letter from the Chief of Police, to make it appear as though the Chief was providing a positive recommendation, when he was not. You also created a letter from a training Sergeant at Pomona Police Department indicating that [redacted] failed the program because he was having trouble with several skills, including report writing and navigation, and that he would be eligible for rehire (as referenced above). The Sergeant said he never wrote the letter. In fact, [redacted] was released for cause after making inappropriate social media posts that included photos of his patrol vehicle, badge, and gun. The posts also included phrases such as "#brasspass," "causeican," and "wishaniggawould," along with other inappropriate language.

- You falsified [redacted] Personal History Statement, including omitting evidence of his previous, unsuccessful attempts at working for law enforcement agencies, information about his previous drug use and prior law enforcement contacts, including a previous arrest.

- You removed documents from [redacted] background file, and stored them at your home, so that they would not be found by the Department. You initially lied to investigators about having the files.

- You made changes in the PROFSTDS system to scrub [redacted] a history of negative information about his previous applications to work at the Department, and inputted false information to make him appear as a stronger candidate than he was in reality.

- You falsified documents related to the required residential checks of [redacted] house. You wrote references from two neighbors whom you never actually interviewed.

SUMMARY OF INTERNAL AFFAIRS INTERVIEW

On Wednesday, June 17, 2020, you were interviewed by Sergeants Botta and Wigginton at the Internal Affairs Bureau. You were accompanied by your representative, Attorney Jennifer Krikorian. During the interview, you confirmed you had conducted a dishonest background investigation, which resulted in an unqualified candidate being hired by our Department as a Peace Officer.

During the interview, you admitted to altering, fabricating, and/or changing documents relating to [redacted] background file(s) for the betterment of getting him hired as a Deputy Sheriff. This included fabricating a letter from a Chief of Police at Pomona Police Department. You also admitted to changing or adding information on personal reference forms to make [redacted] appear as a better candidate. You additionally admitted to omitting information from the background investigation and deceiving numerous people in the background approval process.

You confirmed having written a memorandum indicating you had conducted a police department and a residence check. You admitted these documents were not accurate. The police department check included fabricated and omitted information. You also admitted to conducting a residence check for [redacted] at your own home. The memorandum documenting the residence check included fabricated neighbor statements.

You admitted to submitting your *Final Review* memorandum at the conclusion of your 2018 background investigation. The *Final Review* was not consistent with previous background investigations for [redacted] as you omitted information regarding drug use, an arrest, and the reasons why [redacted] was terminated from employment at another law enforcement agency.

You admitted to transferring and inputting information onto [redacted] Personal History Statement (PHS) during the 2018 background process. This document was not consistent with past documentation from previous backgrounds.

You confirmed having an intimate relationship with [redacted] and intentionally concealing the conflict of interest from the department.

FINDINGS AND DETERMINATIONS

Based on the totality of the information obtained and discovered during the Internal Affairs investigation, including from all available documents, statements from witnesses, and yourself, the Department makes the following findings and determinations:

You were untruthful on multiple occasions during your background investigation of candidate [redacted] You also omitted information discovered in previous background investigations that would have disqualified [redacted] for a position as a peace officer. This conclusion is supported by your own admission during the Internal Affairs interview and the Internal Criminal Investigation conducted.

These multiple instances of untruthfulness, fabrication and omitting of information relating to a background investigation are problematic, especially given your status as a Peace Officer. It is also important to note that your actions caused an unqualified person to be hired for a peace officer position, increasing the liability to the Department. This conclusion is supported by the statements and the investigation leading to the inconsistent documents outlining your acts and omissions. This failure of judgment and untrustworthiness are inconsistent with the ability to work in law enforcement.

Also troubling is your inability to realize the seriousness and future consequences of your actions. Prior to this incident, you were advised the candidate was not hirable. Your background investigation of [redacted] was unethical, inappropriate, and criminal. You violated the trust of your status as a background investigator for personal gain and placed the Department in the position of distrust with the community.

The depth, sophistication and deceptiveness of your misconduct demonstrate disqualifying flaws in your character and integrity. As such, you are unfit to continue work as a peace officer.

Moreover, you pled guilty to violating the penal code, and thus have lost credibility in the eyes of the public to enforce that very same set of laws.

It has been determined you are a liability risk for negligent retention based upon your untruthfulness, fabrication of documents, misleading statements, failure to perform your expected duties, and unprofessional conduct. Your lack of moral character and the possibility of future Brady issues cannot be ignored.

It is obvious your conduct does not exemplify the high standards of integrity, trust, and morality demanded of a member in the law enforcement profession and the Orange County Sheriff's Department. Your conduct not only violated department policies, but it also violated the ethical standard of conduct entrusted to all Deputy Sheriffs and Investigators.

You agreed that your actions brought discredit to yourself, the department and the law enforcement profession. You believed your actions created liability to yourself and the Department. You also agreed your actions were not the standard of conduct the public expects from Peace Officers.

The Department has determined you violated the following OCSD Policies:

1. OCSD Policy 1018.1	Standard of Conduct
2. OCSD Policy 1018.27	Untruthfulness
3. OCSD Policy 1018.28	Removal or Alteration of Official Records
4. OCSD Policy 1018.33	Incurring Liability
5. OCSD Policy 1018.5	Performance of Duty
6. OCSD Policy 1018.55	Prohibited Acts or Omissions
7. OCSD Policy 1018.6	Obedience To Laws and Regulations
8. OCSD Policy 1001.2	Canons of Ethics

CONCLUSION

After consideration of all available information, the Department concludes that your behavior violated the aforementioned policies and procedures of the Orange County Sheriff's Department.

Your conduct falls far below the standards set forth by the Orange County Sheriff's Department and has negatively affected your standing within the Department and among your peers in the capacity as an Investigator. As an Investigator with this Department, you are held to a higher standard and expectation to uphold and follow the rules and laws Peace Officers are tasked to enforce. Based on your actions and extremely poor judgment, the Department has determined that you are unfit to work in a public safety setting where integrity, honesty, and an expectation to abide by all laws and policies are essential. As such, you no longer meet the qualifications to continue your employment as a sworn Peace Officer with the Orange County Sheriff's Department. Because of your serious misconduct, the Department is proposing to terminate your employment.

In addition to this Notice of Intent to Dismiss, you are hereby provided with copies of the following documents that substantiate this decision to dismiss you:

Included and/or Attached for Review:

- Initial Action
- Internal Memorandums
- Personnel Investigative Summary
- Copy of Personnel Investigation #19-059 Administrative Worksheet and Summary
- 1 CD containing Internal Affairs interviews
- Documents related to criminal prosecution and guilty plea

You are entitled to pre-deprivation, pre-disciplinary due process review (Skelly Meeting) before discipline is imposed. You may respond in writing to Assistant Sheriff Jon Briggs within ten (10)

calendar days of receipt of this notice, or you may request a meeting. If you choose a meeting, you must notify Internal Affairs Sergeant Joe Vollmer within ten (10) calendar days of receipt of this notice. A meeting will be arranged for a later date.

If you do not provide a written response or request a meeting by 1700 hours on the tenth calendar day following your receipt of this notice, the Department will take the position that you have waived your right to be heard. If you do so respond, consideration will be given to your response prior to taking any proposed action.

You are entitled to represent yourself or you may be represented by the recognized exclusive employee organization to which you belong in any due process review meeting you request.

If you do utilize the due process review, the effective date of the discipline, if any, will be set forth in writing after the Skelly Officer provides his/her findings.

If this proposed discharge becomes final, you have the right to appeal, pursuant to Article X, Section 5C and Article XI, Sections 7 & 8 of the Memorandum of Understanding, County of Orange and the Association of Orange County Deputy Sheriff's for the Peace Officer and Supervising Peace Officer Unit.

Ross Caouette, Commander — 10-15-20 Date

Jeremy Buraglia, Investigator — 10-16-20 Date

DocuSign Envelope ID: 22D6B4F0-24D4-452[illegible]1-5B84EEBE23FB

Human Resource Services

Memorandum

Date: October 13, 2020

To: Don Barnes, Sheriff-Coroner
OC Sheriff's Department

From: Tom Hatch, Chief Human Resources Officer
Human Resource Services

Subject: Authorization to Discharge (Jeremy Buraglia)

In accordance with Article X, Section 5 of the County of Orange Memorandum of Understanding for the Peace Officer Unit, the proposed discharge of Jeremy Buraglia, Investigator, is approved.

DocuSigned by:
Tom Hatch
[illegible]

10/13/2020 | 5:22 PM PDT

Tom Hatch
Chief Human Resources Officer

Date

Cc: Lt. Dawn Haag, Internal Affairs, OCSD
Sgt. Raymond Botta, Internal Affairs, OCSD

Reviewed:

DocuSigned by:
Colette Farnes
[illegible]

10/13/2020 | 1:41 PM PDT

Colette Farnes
Director, Employee & Labor Relations

Date

DocuSigned by:
[illegible]

10/13/2020 | 2:05 PM PDT

Teri Maksoudian
Supervising Deputy County Counsel

Date

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
06/17/2020
12:43 PM
DAVID H. YAMASAKI, Clerk of the Court
[redacted]

THE PEOPLE OF THE STATE OF CALIFORNIA, Plaintiff, vs. JEREMY RYAN BURAGLIA [redacted] [redacted] Defendant(s)	FELONY COMPLAINT No. OCSO 19-018813 SANTA ANA

The Orange County District Attorney charges that in Orange County, California, the law was violated as follows:

COUNT 1: On or about and between September 19, 2018 and November 14, 2018, in violation of Section 529(a)(2) of the Penal Code (FALSE PERSONATION), a FELONY, JEREMY RYAN BURAGLIA did falsely and unlawfully personate PAUL C. in a private and official capacity, and in this assumed character verified, published, acknowledged, and proved in the name of another, a written instrument, with the intent that the written instrument be recorded, delivered, and used as true.

COUNT 2: On or about and between September 19, 2018 and November 14, 2018, in violation of Section 529(a)(2) of the Penal Code (FALSE PERSONATION), a FELONY, JEREMY RYAN BURAGLIA did falsely and unlawfully personate CYNTHA G., DANIEL G., ANGELINA C., LINDSEY R., REBECCA S., DANIEL W., and MARINA R. in a private and official capacity, and in this assumed character verified, published, acknowledged, and proved in the name of another, a written instrument, with the intent that the written instrument be recorded, delivered, and used as true.

COUNT 3: On or about and between September 19, 2018 and November 14, 2018, in violation of Section 182(a)(5) of the Penal Code (CONSPIRACY TO COMMIT ACT INJURIOUS TO PUBLIC), a FELONY, JEREMY RYAN BURAGLIA and [redacted] did unlawfully conspire together and with each other to to commit false impersonation and obstruction of a peace officer, an act injurious to the public health and to public morals, and to pervert and obstruct justice and the due administration of the laws.

It is further alleged that pursuant to and for the purpose of carrying out the objects and purposes of the conspiracy, the defendants and other conspirators committed the following overt acts in ORANGE County.

OVERT ACT 1

Between at least September 1, 2018, and November 15, 2018, JEREMY BURAGLIA and [redacted] lived together.

OVERT ACT 2

Between September 1, 2018, and September 18, 2018, [redacted] applied to become an Orange County Deputy Sheriff's Trainee.

OVERT ACT 3

On or about September 19, 2018, JEREMY BURAGLIA, an Investigator with the Orange County Sheriff's Department whose duties included conducting background investigations on Deputy Sheriff Trainee applicants, was assigned to conduct the background investigation on [redacted]

OVERT ACT 4

Between September 19, 2018, and November 15, 2018, [redacted] completed and submitted to JEREMY BURAGLIA a Personal History Statement providing detailed information about his past history.

/
/
/

OVERT ACT 5

After receiving this statement, JEREMY BURAGLIA altered some of [redacted] responses to omit negative information.

OVERT ACT 6

Investigator JEREMY BURAGLIA subsequently returned the altered Personal History Statement to [redacted]

OVERT ACT 7

[redacted] signed the altered Personal History Statement containing false statements about his background and certified that all of the information contained therein was accurate and complete.

OVERT ACT 8

Once his background investigation was complete, JEREMY BURAGLIA wrote a "Final Review" report that summarized and reiterated the false statements and omissions in the Personal History Statement.

OVERT ACT 9

Between November 2, 2018, and November 15, 2018, JEREMY BURAGLIA submitted his completed background investigation file, including his Final Review Report and the Personal History Statement, to the Orange County Sheriff's Department Sergeant Ryan Anderson for review and consideration by Sergeant Anderson and other supervising officers with respect to [redacted] application.

/
/
/
/
/
/
/
/
/

I declare under penalty of perjury, on information and belief, that the foregoing is true and correct.

Dated 06-17-2020 at Orange County, California.
SS/DM [redacted]

TODD SPITZER, DISTRICT ATTORNEY

by: /s/ STEVEN SCHRIVER
STEVEN SCHRIVER, Deputy District Attorney

RESTITUTION CLAIMED

[ ] None
[ ] $_____
[X] To be determined

BAIL RECOMMENDATION:

JEREMY RYAN BURAGLIA - $ 20,000.00
[redacted]

NOTICES:

The People request that defendant and counsel disclose, within 15 days, all of the materials and information described in Penal Code section 1054.3, and continue to provide any later-acquired materials and information subject to disclosure, and without further request or order.

Pursuant to Welfare & Institutions Code §827 and California Rule of Court 5.552, notice is hereby given that the People will seek a court order to disseminate the juvenile case file of the defendant/minor, if any exists, to all parties in this action, through their respective attorneys of record, in the prosecution of this case.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
GENERAL MISDEMEANOR GUILTY PLEA FORM

FILED
For Court Use Only
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
WEST JUSTICE CENTER
AUG 04 2020
DAVID H. YAMASAKI, Clerk of the Court
BY: C. KOEHL, DEPUTY

CASE NO. [redacted] PEOPLE vs. BURAGLIA

1. My true full name is JEREMY BURAGLIA

2. I understand that I am pleading ☑ GUILTY / ☐ NOLO CONTENDERE and admitting the following offenses, prior convictions and special punishment allegations, with the maximum punishment indicated below:

CT.	CHARGE	PRIORS (Date)	ALLEGATIONS	MAX SENTENCE JAIL/FINES
1	529(a)(2)			1YR / $1000
2	529(a)(2)			PC654
3	182(a)(5)			PC654

3. Remaining count(s), prior(s), and other allegation(s) dismissed on People's motion. 3. X

4. I understand I am also charged with a violation of probation in case number _____. 4. X

RIGHTS AND WAIVERS

5. I understand I have the following constitutional rights, which I am waiving and giving up by entering my plea, and, if applicable, by my admission of a probation violation: 5.

5a. I have the right to be represented by an attorney at all stages of the proceedings until the case is completed. If I cannot afford an attorney, one will be appointed to represent me. (For defendants without an attorney: I am aware that there are dangers and disadvantages of representing myself and there may be a value in obtaining advice from an attorney in this matter but I knowingly and voluntarily waive and give up my right to an attorney and choose to represent myself.) 5a.

5b. I have the right to a speedy and public trial by a jury or a judge, and if charged with a probation violation, the right to a hearing before a judge. I waive and give up this right. 5b.

5c. I have the right to confront the witnesses against me and to cross examine them. I waive and give up this right. 5c.

5d. I have the right to testify on my own behalf but I cannot be compelled to be a witness against myself and may remain silent if I choose. I waive and give up this right. 5d.

5e. I have the right to present evidence and have the Court issue subpoenas to bring into Court all witnesses and evidence favorable to me, at no cost to me. I waive and give up this right. 5e.

5f. Under the Fourth and Fourteenth Amendments to the United States Constitution, I have a right to be free from unreasonable searches and seizures. If I am granted probation, I waive and give up this right. I agree to submit my person and property, including any residence, premises, container, or vehicle under my control which may include electronic devices, to search and seizure at any time of the day or night by any law enforcement or probation officer, with or without a warrant, and with or without reasonable cause or reasonable suspicion. 5f. X

6. I understand I have the right to appeal an adverse ruling on a Penal Code 1538.5 suppression motion. I waive and give up this right. 6.

7. I understand that I have the right to have a delay in pronouncement of my sentence of not less than six hours and not more than five days after my plea. I waive and give up this right and agree to be sentenced at this time. 7.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
GENERAL MISDEMEANOR GUILTY PLEA FORM

CASE NO. [redacted] PEOPLE vs. BURAGUA

8. ***Arbuckle Waiver***: I understand I have the right to be sentenced by the judge who accepts this plea. I waive and give up this right. 8.

9. ***Harvey Waiver***: I understand I may be required to pay restitution on a count that is being dismissed pursuant to this plea agreement. 9.

10. I understand I have the right to be present for the entry of the plea of guilty or nolo contendere, and I hereby waive and give up that right. 10.

11. I understand I have the right to reject probation, and I hereby waive and give up that right and accept probation on the terms and conditions ☐ as imposed by the court, or ☒ as contained in the attached Sentence Recommendation form. 11.

11a. If the judge does not wish to follow the Prosecutor's sentence recommendation, I may withdraw my plea. 11a.

11b. If I violate any of the terms of probation, I may be returned to court and sentenced up to the maximum punishment as indicated on page 1. 11b.

11c. I understand I have the right to a hearing before a judicial officer to determine whether I violated the conditions of my court-ordered supervision and to determine the appropriate sanction for the violations. I hereby waive and give up this right for all violations for which the county probation department orders me to serve a "flash incarceration", which can be a period of one to ten consecutive days in the county jail. However, if I do not agree with the imposition of flash incarceration, I am preserving my right to demand a hearing. I understand the court may not deny me probation if I elect not to sign this waiver. 11c.

CONSEQUENCES

12. I understand that some possible consequences of my plea and admissions are as follows:

12a. There will be state penalty assessments added to any fines imposed by the court. 12a.

12b. I will be ordered to pay a minimum of $150 and a maximum of $1,000 to the State Restitution Fund unless the court makes a finding of "compelling and extraordinary reasons" for waiving this fine. 12b.

12c. I will be ordered to pay a minimum of $150 and a maximum of $1,000 Probation Revocation Restitution fine pursuant to Penal Code 1202.44. The restitution fine will be stayed but will be payable upon revocation of probation. 12c.

12d. I will be ordered to pay restitution on count(s) _____, and dismissed count(s) _____ pursuant to Harvey Waiver, as part of the plea agreement, in the amount of $ _____, or in an amount to be determined by the Court or the Probation Department. If I disagree with the amount of restitution determined by the Court or Probation Department, I may request a court hearing to determine the amount of restitution. 12d.

12e. ***Immigration Consequences:*** I understand if I am not a citizen of the United States, the plea or my conviction for the offense(s) charged will have the consequence of deportation, exclusion from admission to the United States, and denial of naturalization pursuant to the laws of the United States. 12e.

12f. ***Firearms Advisement***: I am now prohibited from owning, purchasing, receiving, possessing, or having under my custody or control any firearms, ammunition, and ammunition feeding devices, including but not limited to magazines. I am ordered to relinquish all firearms and complete a relinquishment form pursuant to Penal Code 29810. 12f.

12g. If I am charged and convicted of a similar offense in the future, my plea today may be used to increase my punishment for the new offense. 12g.

12h. If I am presently on probation or parole for any previous conviction, my plea today may cause me to be in violation of that probation or parole and result in additional penalties and/or punishment. 12h.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
GENERAL MISDEMEANOR GUILTY PLEA FORM

CASE NO. [redacted] PEOPLE vs. BUNAGLA

12i. There may be additional consequences to my plea, as follows: 12i.

☐ I may be required to register as a sex offender as required by Penal Code 290.

☐ I may be required to register internet identifiers pursuant to Penal Code 290.024.

☐ I may be required to register as a drug offender as required by Health and Safety Code section 11590.

I understand I will be required to register with the local police agency or sheriff's department in the city or county in which I reside and that if I willfully fail to register or to keep my registration current, new criminal charges may be filed against me.

12j. The Department of Motor Vehicles may take action and may suspend my driver's license for specified drug, alcohol offenses and vandalism, including the following: 12j.

EVERYONE convicted of Penal Code 594, 594.3, or 594.4 (Vandalism): up to a 2-year suspension.

UNDER 21 years of age – 1-year suspension for violation of Penal Code 647f, 191.5, 192.5; Health and Safety Code sections involving dangerous drugs, controlled substances, and alcohol; Business and Professions Code sections 25658, 25658.5, 25661, 25662; Vehicle Code section 23224.

EVERYONE convicted of a vehicle related offense involving a controlled substance including Health and Safety Code sections 11350, 11351, 11352, 11353, 11357, 11359, 11360 and 11361; up to 3-year suspension.

12k. I understand I may be required to attend and complete an AIDS education program and submit to AIDS blood testing (Penal Code 1202.1). 12k.

13. I understand I have the right to enter my plea before, and be sentenced by, a judge. I waive and give up this right and agree to enter my plea before, and be sentenced by, a Commissioner or Temporary Judge: _____ (enter name of Commissioner or Temporary Judge). 13.

PLEA

14. I offer my plea and admit the listed priors and allegations freely and voluntarily. No one has made any threats, used any force against me or my family or loved ones, and no one has made any promises to me other than as on the Sentence Recommendation form. 14.

15. I make my plea with a full understanding of all the matters set forth in the charging document and in this form. I have read, understood, and personally initialed each item herein, and I understand that the signing and filing of this form is conclusive evidence that I have pleaded ☒ ***GUILTY*** / ☐ ***NOLO CONTENDERE*** to the charges set forth. 15.

16. Discussion with my attorney (*Leave this box blank if you are not represented by an attorney*). Before entering this plea, I have had a full opportunity to discuss with my attorney the facts of the case, the elements of the charged offenses and prior convictions (if any), any defenses that I may have, my constitutional and statutory rights and waiver of those rights, the consequences of this plea, and anything else I think is important to my case. 16.

17. I offer the following as a factual basis for my plea: ON OR ABOUT AND BETWEEN 9/9-18 AND 11-14-18 I FALSELY AND UNLAWFULLY PUBLISHED A WRITTEN INSTRUMENT IN THE NAME OF ANOTHER PERSON WITH THE INTENT THE INSTRUMENT WOULD BE RECORDED OR USED AS TRUE ON TWO SEPARATE OCCASIONS FURTHER I CONSPIRED WITH ANOTHER COMMIT FALSE IMPERSONATION AND OBSTRUCTION OF JUSTICE, AN ACT INJURIOUS TO THE PUBLIC HEALTH AND PUBLIC MORALS AND DONE ACTING IN FURTHERANCE OF THE AGREEMENT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
GENERAL MISDEMEANOR GUILTY PLEA FORM

CASE NO. [redacted] PEOPLE vs. —BURAGLIA

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: 8-4-20 SIGNED: _____ (Defendant)

DEFENSE ATTORNEY'S STATEMENT: I am the attorney of record for the defendant. I have explained to defendant each of the rights set forth on this form. I have discussed the charges and the facts with the defendant. I have studied the possible defenses to the charges and discussed those possible defenses with the defendant. I have discussed the possible sentence ranges with the defendant. I have advised the defendant of immigration consequences and have complied with the requirements of California Penal Code 1016.3(a). I also have discussed the contents of this form with the defendant. I concur with the defendant's decision to waive the rights set forth on this form and to plead guilty. No promises of a particular sentence or sentence recommendation have been made to the defendant by me, or to my knowledge by the prosecuting attorney or the court, which have not been fully disclosed on this form. I agree that this form may be received by the court as evidence of defendant's advisement and voluntary, intelligent, knowing, and express waiver of the rights set forth on this form.

DATED: 8/4/20 SIGNED: _____ (Attorney of Record)

INTERPRETER'S STATEMENT: I, _____, having been duly sworn as a court certified/registered/provisionally qualified interpreter, state that I am fluent in the _____ language. I translated the contents of this form to defendant in that language.

DATED: _____ SIGNED: _____ (Court Interpreter)

FOR THE PEOPLE: I am the prosecuting attorney in this case. I certify that I have complied with the requirements of California Penal Code 1016.3(b).

DATED: 8/4/2020 —SIGNED: Plea to Court

Plea to the Court: ✓

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
MISDEMEANOR SENTENCE RECOMMENDATION

For Court Use Only

(optional)

CASE NUMBER [redacted] —PEOPLE VS Jeaney Buroghá

☐ Count(s) _____ dismissed on motion of People.
☐ Count(s) _____ sentence suspended.
☐ Count(s) _____ stayed pursuant to Penal Code 654.

TERMS

☒ Imposition ☐ Execution of sentence is suspended. 3 years
☐ Formal ☒ Informal PROBATION as to Count(s) 1, 2, 3.

☒ Violate no laws ☒ Obey all orders and rules of Court, Probation Department & Jail.

☐ Submit your person and property, any residence, premises, container or vehicle under your control ☐ including electronic devices ☐ not including electronic devices, to search and seizure at any time of the day or night by any law enforcement officer, probation officer, or mandatory supervision officer, with or without a warrant, probable cause, or reasonable suspicion.

☐ Consume no alcoholic beverages and do not be present in any establishment where alcohol is the primary item of sale.

☐ Do not drive with a measurable amount of alcohol in the blood system.

☐ Submit to a chemical test of blood on demand of any peace officer or probation officer.

☐ Use no unauthorized drugs, narcotics or controlled substances and submit to chemical testing on demand of probation officer or police officer.

☐ Cooperate with the Probation Department in any plan for counseling or treatment.

☐ Seek training, schooling, employment and maintain residence as approved by the Probation Department.

☐ Do not associate with anyone disapproved of by your probation officer.

☐ Do not own, purchase, receive, possess or have under your custody or control any type of dangerous or deadly weapon, firearm, ammunition, and ammunition feeding devices, including but not limited to magazines ☐ for 10 years.
Relinquishment hearing set on _____.

☐ Court orders weapon destroyed.

☐ Do not drive without a valid driver's license in your possession.

☐ Do not drive without valid insurance.

☒ Use TRUE NAME and Date of Birth at all times.

☒ Carry a valid government-issued identification card at all times.

☒ Provide the Court with your current address, telephone number, employer's name, address, and telephone number. Immediately notify the Court of any changes.

☒ Disclose probation terms upon request of Probation or Law Enforcement Officer.

FINES AND FEES

☒ Pay a fine of $ 100 plus penalty assessment on count 1.
☐ Pay a fine of $_____ plus penalty assessment on count _____.
☐ Credit of $_____ given towards fine of $_____ as to count _____ for time already served in custody.
☐ Pay $_____ Court Costs on count(s) _____.
☐ Pay $50 Alcohol Abuse Education Fee. (Vehicle Code 23645)
☐ Pay $50 Alcohol Testing Penalty. (Penal Code 1463.14)
☐ Pay $100 Alcohol Assessment Fee. (Vehicle Code 23649)
☐ Pay $50 Lab Fee for each specified drug offense.
☐ plus penalty assessment. (Penal Code 1463.14/Health and Safety Code 11372.5)
☐ Pay $150 Drug Program Fee for each specified drug offense.
☐ plus penalty assessment. (Health and Safety Code 11372.7)

☐ Pay $ _____ Domestic Violence Discretionary Fee for all Orange County Domestic Violence Shelters. (Penal Code 1203.097)
☐ Pay $_____ Domestic Violence Prevention Fund. (Penal Code 1203.097(a)(5))

THE FOLLOWING FEES ARE NOT CONDITIONS OF PROBATION:

☒ Pay $ 150 State Restitution Fine (minimum of $150.00). (Penal Code 1202.4(b)(1))
☒ Pay $ 150 Probation Revocation Restitution Fine (minimum of $150.00). Restitution fine stayed. Effective upon revocation of probation. (Penal Code 1202.44)
☒ Pay the following fees:
- Criminal Conviction Assessment Fee(s) $30/misdemeanor; $35/infraction (per convicted count) Government Code 70373(a)(1))
- $40 Court Operations Fee (per convicted count) (Penal Code 1465.8)
- Additional fees as required by law

☒ Pay Local Crime Prevention Fund Fee $10 plus penalty assessment (Penal Code 1202.5).
☐ Pay Booking Fees as ordered by the Court.
☐ Fines/Fees to be paid forthwith.
☒ Fines/Fees to be paid through Court Collections
☐ forthwith ☐ by _____.
☐ Pay costs of formal probation as directed by Probation Officer.
☐ Fines/Fees to be paid through Probation.
Additional program fees may be applicable and paid through the program.

JAIL

☐ Serve _____ days Orange County Jail on Count _____.
☐ Serve _____ days Orange County Jail on Count _____.
☐ Serve _____ days jail in lieu of fine on Count _____.
☐ Jail to be served through the City of _____.
☐ Credit for _____ actual + _____ = total _____.
☐ Work release denied ☐ Electronic Confinement denied
☐ County Work Program denied
☐ JAIL STAYED to _____ at _____ am/pm. Report to
☐ Theo Lacy ☐ Orange County Jail-Intake-Release Center.
☐ May be released to an authorized representative of the _____ _____ program to serve remainder of jail sentence.
☐ Serve _____ weekends at _____ Jail (no good time or work time to be applied to original sentence).
☐ Sentence(s) to run consecutive / concurrent to each other / any other sentence / Case No: _____.
☐ Jail stayed pending successful completion of:
☐ DUI Court (except any statutory minimum term which may be served on SEC during the term of DUI Court as imposed by the Court)
☐ Probation ☐ Community Service ☐ Cal Trans/Physical Labor
☐ _____.
☐ To be served in State Prison concurrently.
☐ Book and Release due to the Clerk's Office by _____.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
MISDEMEANOR SENTENCE RECOMMENDATION

CASE NUMBER [redacted]

PEOPLE VS Jeremy Buraglia

COMMUNITY SERVICE / OTHER PROGRAMS

☒ Complete 200 ☒ hours ☐ days of
☒ Community Service ☐ Cal Trans ☐ Cal Trans/Physical Labor
☐ In lieu of fines ☐ In lieu of jail
☒ Complete Graffiti Removal as to count(s) _____.
☒ Proof of completion due to the Clerk's Office by 8/4/2022.

ALCOHOL & DRUG PROGRAMS/DRIVER'S LICENSE

Complete Program:
☐ 3 month ☐ 6 month ☐ 9 month
☐ Multiple Offender – 18 month
☐ 12 hour program

☐ Attend Victim Impact Counseling. Proof of completion due to the Clerk's Office by _____.
☐ May complete program ☐ out of county ☐ out of state.
☐ Attend and complete _____ ☐ Self Help and/or Alcoholics Anonymous meetings ☐ Self Help and/or Narcotics Anonymous meetings ☐ per day ☐ per week ☐ per month.
Proof due by _____.
☐ Attend and complete a _____ day/month probation approved:
☐ residential ☐ outpatient drug/alcohol treatment program;
☐ with a _____ day/month aftercare program.
☐ No day for day credit will be given if the defendant fails to complete program. Full jail sentence to be imposed.
☒ Court designates defendant a Habitual Offender. (VC 13350(b))
☐ Court orders the installation of an ignition interlock device (IID) on all vehicles operated by defendant for _____ months.
Proof of installation or non-ownership of vehicle due by _____.
☐ Driving privilege suspended for up to 3 years pursuant to:
☐ VC 13202 (Vehicle conviction with controlled substance) – 3 years
☐ VC 13202.5 (Alcohol / Drugs under the age of 21) – 1 year
☐ VC 13202. 6 (Vandalism) – 2 years
☐ Driving privilege suspended for _____ year(s) pursuant to Vehicle Code 13352(a)(3) (2nd DUI conviction within 10 years)
☐ Driving privilege revoked for _____ year(s) pursuant to Vehicle Code 13352(a)(5).
☐ Complete Youthful Drug & Alcohol Deterrence Program and show proof to the Clerk's Office by _____.
☐ Enroll and complete Penal Code 1210 program. Proof of enrollment due by _____.
Refer to Penal Code 1210 Addendum.
☐ Register with local law enforcement within 5 days from today or within 5 days upon release from custody pursuant to:
☐ Health and Safety Code 11590 (narcotics offense)
☐ Penal Code 186.30 (gang related offense)
☐ Penal Code 457.1 (arson offense) – Lifetime
☐ Penal Code 290 (sex offense) ☐ Term of probation ☐ Lifetime
☐ Penal Code 290.024 (sex offense – Internet Identifiers)
☐ Submit to AIDS testing. Proof due to Department _____ by _____.
☐ Attend and complete AIDS Prevention Education. Proof of completion due to the Clerk's Office by _____.

DOMESTIC VIOLENCE

☐ Complete Batterer's Treatment Program
(52 weeks of active participation required)
☐ Alcohol/Drug Component
☐ Total abstinence from alcohol and drugs
☐ Test alcohol and drugs (blood or urine only)
☐ Parenting component
☐ One year Child Abuser's Program.
☐ Health Care Agency Perinatal Program.
☐ May complete program ☐ out of county ☐ out of state.
☐ Other program(s) _____
active participation required.
☐ weeks ☐ months ☐ years
☐ Proof of Enrollment due to the Court by _____.
☐ Comply with Court protective order.
☐ Surrender all firearms within 24 hours as required by law and file proof of surrender form within 48 hours with the Court.
☐ Relinquishment hearing set on _____.

RESTITUTION

☐ Make restitution in the amount of $ _____ or as determined through ☐ Victim Witness ☐ Probation, with interest at the rate of 10% ☐ from the date of sentencing ☐ from the date of loss.
☐ Pay cost of counseling to the victim and/or children in the amount of $_____.
☐ Submit a new financial disclosure form if money is still owing on a restitution order or fine 120 days before the scheduled release from probation. File the form with the court at least 90 days before the scheduled release from probation.
☐ Complete and return Statement of Assets form by _____.

ADDITIONAL TERMS & CONDITIONS

☐ Have no contact with _____.
☐ Stay _____ yards away from _____.
☐ Provide a state DNA sample, prints and photographs if not already provided pursuant to DNA Addendum.
☐ Obey all rules of Court ordered program. Do not leave the program without Court approval.
☐ Probation to ☐ terminate ☐ be modified to "Informal" status upon _____.

ADDENDUMS

☐ Penal Code 1210 with Disclosure ☐ DEJ Addendum ☐ DUI Court
☐ Gang Terms ☐ Tagger/Graffiti Terms ☐ Street Terms
☐ _____

REPORT ☐ forthwith ☐ by stay date to: _____
☐ Collections ☐ Clerk's Office ☐ Probation
☐ OneOC ☐ Alcohol Liaison ☐ _____
☐ District Attorney ☐ Victim Witness
OTHER: Pay $ 250 to Victim Witness Emergency Fund by _____

NOTICE TO DEFENDANT: After successful completion of probation, or if not placed on probation, any time after the lapse of one year from the date of pronouncement of judgment, you may petition the court to dismiss the charges under Penal Code 1203.4. This notice does not apply to any protective orders.

I have read, I understand, and I accept these terms and conditions of probation.

Date: 8/4/22 Defendant's Signature: _____ ~~D.A. / C.A. Signature~~: Plea to Court

Defense Counsel Signature: _____

ORANGE COUNTY SHERIFF'S DEPARTMENT
INTERNAL MEMO

TO: Commander J. Park
FROM: Captain L. South
DATE: July 15, 2020
RE: Investigator J. Buraglia #7745

I reviewed the Personal Investigation of Investigator Jeremy Buraglia #7745 with case number 19-059. This is in regards to allegations that Investigator Buraglia falsified documents and acted unethically while on-duty as a background investigator in the Professional Standards Division. The alleged violations center on his handling of a background investigation for his live-in partner, [redacted]

I reviewed all written documents related to this investigation and listened to the interview with Investigator Buraglia. There are numerous documents supporting the fact that Investigator Buraglia violated the below policies, in addition to his own admission. During the course of the Internal Affairs interview, Investigator Buraglia admitted that he lived wit[redacted]at the time of [redacted] background investigation. He also admitted to intentionally getting [redacted] background packet so he could manipulate it and help him get hired. Investigator Buraglia confessed to altering documents, withholding information, keeping files at home, and submitting an incomplete (other files missing) and inaccurate background packet for [redacted] This resulted in the Department hiring an individual of questionable character, that we would have otherwise passed on – as is evident by his many prior attempts to be hired.

The flagrant and deliberate nature of Investigator Buraglia's actions while violating multiple policies are evidence that he does not possess the integrity or moral character to be a member of the Orange County Sheriff's Department. His actions were calculated and measured, over the course of many weeks. It shows a conscious attempt to circumvent the system and put his personal life before the morals and values of this agency. In addition, Investigator Buraglia has had criminal charges filed against him in regards to this case.

It is my recommendation that Investigator Buraglia be terminated from his employment with the Orange County Sheriff's Department for his violations of the below policies.

Violated Policies:

OCSD Policy 1018.1	Standard of Conduct
OCSD Policy 1018.27	Untruthfulness
OCSD Policy 1018.28	Removal or Alteration of Official Records
OCSD Policy 1018.33	Incurring Liability
OCSD Policy 1018.5	Performance of Duty
OCSD Policy 1018.55	Prohibited Acts or Omissions
OCSD Policy 1018.6	Obedience to Laws and Regulations
OCSD Policy 1001.2	Canons of Ethics

INITIAL ACTION

CASE # 19-059	ORANGE COUNTY SHERIFF'S DEPARTMENT	5-16-19

COMPLAINANT: Sheriff's Administration

COMPLAINANT DATE: 5-15-19

DIVISION: NORTH INVESTIGATIONS

DIVISION COMMANDER: PETERS

INITIAL ACTION

☐ NO FURTHER ACTION ☐ HUMAN RESOURCES INVESTIGATION ☐ DIVISION REVIEW

☐ PERSONNEL INVESTIGATION - DIVISION ☒ PERSONNEL INVESTIGATION - INTERNAL AFFAIRS

PERSONNEL INVESTIGATION ONLY

☐ NO ADMINISTRATIVE LEAVE

Executive Command (*of Employee*) Date

☐ ADMINISTRATIVE LEAVE

Executive Command (*of Employee*) Date

Executive Command (*Professional Services*) Date

CRIMINAL & PERSONNEL INVESTIGATION

☒ INTERNAL CRIMINAL

☐ OUTSIDE AGENCY: _____

☐ NO ADMINISTRATIVE LEAVE

☒ ADMINISTRATIVE LEAVE

Executive Command (*of Employee*) Date

5-16-19

Executive Command (*Field Ops/Investigative*) Date

5-16-19

Executive Command (*Professional Services*) Date

PERSONNEL INVESTIGATION SUMMARY

ORANGE COUNTY
SHERIFF'S DEPARTMENT

INTERNAL MEMO

To: Lieutenant Dawn Haag
From: Sergeant Ray Botta
Date: June 25, 2020
RE: Personnel Investigation #19-059

COMPLAINANT: ADMINISTRATION

EMPLOYEE(S): INVESTIGATOR JEREMY BURAGLIA

INCIDENT LOCATION: PROFESSIONAL STANDARDS DIVISION-BACKGROUND UNIT

INCIDENT DATE(S): MAY 15, 2019

ALLEGATION(S):

1. OCSD POLICY 1018.1	**STANDARD OF CONDUCT**
2. OCSD POLICY 1018.27	**UNTRUTHFULNESS**
3. OCSD POLICY 1018.28	**REMOVAL OR ALTERATION OF OFFICIAL RECORDS**
4. OCSD POLICY 1018.33	**INCURRING LIABILITY**
5. OCSD POLICY 1018.5	**PERFORMANCE OF DUTY**
6. OCSD POLICY 1018.55	**PROHIBITED ACTS OR OMISSIONS**
7. OCSD POLICY 1018.6	**OBEDIENCE TO LAWS AND REGULATIONS**
8. OCSD POLICY 1001.2	**CANONS OF ETHICS**

1. **OCSD POLICY 1018.1 - STANDARD OF CONDUCT**
   1. Members shall conduct their private and professional lives in such a manner as to avoid bringing discredit upon themselves or the department.
   2. Commissioned officers shall conform with the Code of Professional Conduct and Responsibilities for Peace Officers (Policy 1001).

2. **1018.27 UNTRUTHFULNESS**
   No Member shall knowingly make false statements or misrepresentations to other Members or superiors.

3. **1018.28 REMOVAL OR ALTERATION OF OFFICIAL RECORDS PROHIBITED**
   Members shall not remove or alter any official record of the Department except as directed by superiors in accordance with established Departmental procedures, or under due process of law.

4. **1018.33 INCURRING LIABILITY**
   Members shall exercise extreme caution and good judgment to avoid occurrences that might give rise to liability chargeable against the Department, the Sheriff Coroner, or the county.

5. **1018.5 PERFORMANCE OF DUTY**
Members shall perform their duties as required or directed by law, Department rules/regulations, procedures, policies, or by order of a superior officer. All lawful duties required by competent authority shall be performed promptly as directed.

6. **1018.55 PROHIBITED ACTS OR OMISSIONS**
The following acts or omissions by Members are prohibited:
19. The falsification of any work-related records, the making of misleading entries or statements with the intent to deceive, or the willful and unauthorized destruction and/or mutilation of any Department record, book, paper or document.

7. **1018.6 OBEDIENCE TO LAWS AND REGULATIONS**
1. Members shall observe and obey all laws and ordinances, all rules/regulations, procedures and policies of the Department and all orders of the Department or commands thereof. In the event of improper action or breach of discipline, it will be presumed that the Member was familiar with the law, rule/regulation, procedure or policy in question.

8. **1001.2 CANONS OF ETHICS**

STANDARD 2.2 Peace officers shall truthfully, completely, and impartially report, testify, and present evidence in all matters of an official nature.

STANDARD 4.4 Peace officers shall maintain a level of conduct in their personal and business affairs in keeping with the high standards of the peace officer profession. Officers shall not participate in any incident involving moral turpitude.

INITIAL ACTION

On May 15, 2019, at the direction of Assistant Sheriff Jon Briggs, Internal Affairs initiated a personnel investigation into the on-duty actions of Investigator Jeremy Buraglia. It is alleged Investigator Jeremy Buraglia was involved in an on-duty background investigation involving a deputy sheriff candidate [redacted] Allegations minimally include standard of conduct and fabrication of documents related to the background investigation.

On May 16, 2019, Investigator Buraglia was placed on Administrative Leave pending an Internal Criminal investigation (DR#19-018813). Special Operations Investigators David Pultz (Case Agent) and Don Monteleone were assigned to the criminal investigation relating to the actions of Investigator Buraglia. Investigator David Pultz was assigned to the case until he promoted, at which time Investigator Monteleone assumed the role of Case Agent. After a thorough investigation, the case was submitted to the Orange County District Attorney's Office for review. On June 17, 2020, the District Attorney's Office filed two counts of *CPC 529(a)(2) – False Impersonation* and one count of *CPC 182(a)(5) – Conspiracy* against Buraglia (DA Case# [redacted] and one count of *CPC 182(a)(5) – Conspiracy* against [redacted]

ORANGE COUNTY
SHERIFF'S DEPARTMENT

INTERNAL MEMO

To: Lieutenant Dawn Haag
From: Sergeant AJ Patella
Date: May 21, 2019
RE: Deputy Sheriff Trainee [redacted]

On Wednesday, May 15, 2019, the Department received three anonymous letters questioning the validity of the background investigation conducted for Deputy Sheriff Trainee [redacted]

On Thursday, May 21, 2019, both [redacted] and Buraglia were interviewed by OCSD Investigations/Special Operations as part of an internal criminal investigation:

After further investigation, it was discovered [redacted] background was conducted by his cohabitant/roommate, investigator Jeremy Buraglia. It was discovered the two have been in a dating relationships for about seven years. In the preliminary stages of the investigation, Buraglia admitted to fabricating numerous documents within the background investigation packet while purposely withholding other key information and documents. It is likely the fabricated documents were beneficial to [redacted] whereas the withheld information would have likely resulted in disqualification. Additionally, Buraglia never notified the Department about any of the obvious conflict of interest issues.

[redacted] and Buraglia are currently on Administrative Leave and the internal criminal investigation is on-going.

Based on the above information, it is apparent Mc[redacted] is not fit to remain employed in a position where integrity and honesty is of the upmost importance. [redacted] is a liability risk for negligent retention. Due to his probationary status, I recommend his employment be terminated immediately.

CONCUR
Jon Briggs
5-21-19

I AGREE WITH RECOMMENDATION

ORANGE COUNTY
SHERIFF'S DEPARTMENT

INTERNAL MEMO

To: Commander D. Sawyer
From: Captain M. Peters
Date: May 15, 2019
RE: Initiate a Personnel Investigation

On May 15, 2019 I was made aware of an anonymous letter submitted to the Sheriff's Department alleging possible misconduct of Investigator Jeremy Buraglia (North Investigations). After reviewing the letter I request a personnel investigation be completed for any possible violations.

Concur,
D. Sawyer, Commander
5-15-19

CONCUR
Assistant Sheriff
J. Burro
5-15-19

INTERNAL AFFAIRS INVESTIGATION

SUMMARY OF COMPLAINT/DOCUMENTATION

This complaint originated from a memo from then Sergeant AJ Patella. On May 15th, 2019, the department received three anonymous letters questioning the validity of Investigator Buraglia's background investigation involving Deputy Sheriff Trainee (DST) [redacted] Investigator Buraglia and DST [redacted] are cohabitants, and it was later discovered they were in a dating relationship for about seven years.

On May 21st, 2019, an internal criminal investigation was conducted by OCSD Investigations/Special Operations. During the investigation, Investigator Buraglia admitted to fabricating numerous documents and withholding information related to the background investigation. DST [redacted] benefited from the fabricated investigation into his background, as he would have likely been disqualified for the position. DST [redacted] was subsequently hired as a DST and attended the Orange County Sheriff's Academy. Due to DST [redacted] probationary status and the liability risk related to negligent retention, [redacted] employment was terminated for his role in his background investigation.

Investigator Buraglia never notified the department about any conflict of interest with his background investigation of DST [redacted]

After review of the internal criminal investigation by the Orange County District Attorney's Office, two counts of *CPC 529(a)(2) – False Impersonation* and one count of *CPC 182(a)(5) – Conspiracy* were filed against Investigator Buraglia, and one count of *CPC 182(a)(5)-Conspiracy* against DST [redacted] (DA Case# 19FR08180).

SUMMARY OF INTERNAL CRIMINAL INVESTIGATION:

The following is a summary of the Internal-Criminal Investigation led by Investigators Dave Pultz and Don Monteleone under DR#19-018813. It is a summary and is not intended to replace the actual case investigation and/or related reports. It is not verbatim, not necessarily in order, and is organized for the purpose of clarity. For further details, refer to the investigative reports by Investigators David Pultz and Don Monteleone.

Anonymous Letters

The department received three anonymous letters without the return address information listed on the envelope. The following are the details written by hand on the outside of the anonymous envelopes:

1) Addressed to "PSD-Commander Parks 320 N. Flower St. Santa Ana CA. 92703" stamped with the date 05/10/19.
2) Addressed to "CIB-Commander 550 N. Flower St. Santa Ana CA. 92703" stamped with the date 05/10/19.
3) Addressed to "PSD-SGT. 320 N. Flower St. Santa Ana CA. 92703" stamped with the date 05/10/19.

The typed writing in the letters were addressed to divisional perspective personnel and stated the following:

"It has come to my attention that Investigator Jeremy Buraglia has not been truthful about his relationship with his live in boyfriend and current OCSD academy Recruit [redacted] While working in Professional Standards, Inv. Buraglia was Recruit [redacted] background investigator. Inv. Buraglia didn't possess the integrity needed and failed to notify his supervisors of the conflict of interest regarding his personal relationship with recruit [redacted] Inv. Buraglia intentionally dismissed pertinent and disqualifying information about Recruit [redacted] success in being hired by the O.C.S.D.

Investigator Buraglia was recently interviewed by the recruiting division regarding the use of the N word that Recruit [redacted] posted on his social media site and was asked why he didn't disclose it in his report. Inv. Buraglia, again minimized the possible disqualifying posting of the N word that Recruit [redacted] posted on his social media account for the betterment of his personal relationship.

It is sad to say, but both Inv. Buraglia and Recruit [redacted] have major character flaws and they don't possess the integrity required to be a law enforcement officers. It is acts like these that give law enforcement officers a bad name."

Address History for Inv. Buraglia and DST [redacted]

[redacted] *Anaheim, CA. 92807*

This location is the current and documented address for Investigator Jeremy Buraglia and [redacted] Statements from Inv. Buraglia and [redacted] have confirmed this address. This address is listed on Inv. Buraglia's "Orange County Sheriff-Coroner Department Employee Information Form." [redacted] is also listed as Buraglia's roommate and "Primary Emergency Contact."

[redacted] *Garden Grove, CA. 92840*

This location is a previous residence occupied by Investigator Buraglia and [redacted] Standard Law Enforcement Databases determined this, and [redacted] statement that he and Inv. Buraglia resided at this location temporarily during a remodel of their home in Anaheim.

[redacted] *Fullerton, CA. 92833*

Inv. Buraglia lists this as his address in a recommendation letter to Placentia Police Department in 2016. DST [redacted] lists this address in his 2016 Personal History Statement. [redacted] also listed this address on his CCW Application with OCSD on March 3, 2018.

Inv. Buraglia's Work Phone

Special Operations accessed Inv. Buraglia's work cell phone using the password provided by Inv. Buraglia. After review of the phone, nothing was found relating to this investigation.

Inv. Buraglia's Work Computer

Special Operations searched the computer drive for anything related to their investigation. There was one file containing [redacted] name. The document was titled "Final Review Followup [redacted] This document was last modified on 2-22-19 at 1256 PM.

Investigator Pultz took note of what was not on Inv. Buraglia's computer drive. Inv. Buraglia should have [redacted] documents related to his Background Investigation under the subfolder "BA 236." This folder should contain all the applicants hired by Inv. Buraglia for Basic Academy Class 236. [redacted] was assigned to Class 236; however, his name or any other related documents were not located there.

Work Email Details:

Investigators Pultz and Monteleone were granted access to Inv. Buraglia's Department Email for information relating to their investigation. Buraglia's emails were archived, dating back to March 14, 2014. The email review consisted of professional and personal correspondence with [redacted]. There is an email that names Buraglia as [redacted] husband on May 30, 2016. Buraglia's first email regarding [redacted] was sent to Yesenia Garcia (PSD) on 10-27-14, asking Garcia to sign off an "Army 369" form, commonly used for background checks in the military. The requester listed on the form is Buraglia.

Further review of Buraglia's email history showed he worked at the testing dates when [redacted] applied on September 12, 2018 and October 6, 2016. Other emails include Buraglia's involvement in academy training as an evaluator for Night Problems and participating in the Crucible exercise. Special Operations provided a detailed timeline of Buraglia's email history relating to [redacted] recruiting, backgrounds, and the academy.

Pomona Police Review

Inv. Buchanan reviewed [redacted] background file at Pomona Police Department:

- The Pomona investigation revealed [redacted] withdrew an application with Palm Springs Police Department in 2013. The file indicated [redacted] became "strangely defiant" after being told he had to live within a one-hour drive.
- [redacted] applied with the Westminster Police Department in 2013, and the Chief remarked, "very unimpressed."
- [redacted] worked as a Garden Grove Police Department (GGPD) Explorer/Cadet.

- [redacted] applied with the GGPD while attending the OC Sheriff's Academy. [redacted] was overheard "badmouthing" the department while at the academy. GGPD did not hire [redacted] due to immaturity.
- A review of [redacted] Internal Affairs File at Pomona Police Department, a memorandum was located, indicating [redacted] failed his probationary period. The file indicated several department policies were violated relating to social media posts made by [redacted] on Instagram with the user name [redacted] [redacted] had posted photos from inside and outside his patrol car. These photos included his badge and gun. [redacted] posts included "#wishaniggawould" and "causelcan" attached to a photo of his gun. [redacted] also had a post "#brasspass" relating to being stopped by police and not getting a citation.
- On 9-1-16, an *Early Review* by Deputy Pahel #9102 cited [redacted] employment history and poor decision making as reasons for not being selected for a Lateral Deputy Sheriff Position. On 9-26-16, Captain John Coppock sent [redacted] a letter informing him he was not selected for the position.

Background Files:

Special Operations reviewed the following background files as part of their investigation. During their review they noted each file contained the following disclosures:

2012 Background File

- On 02-21-12, [redacted] applied with OCSD for the position of Deputy Sheriff Trainee.
- [redacted] was arrested for Driving after Consuming Alcohol while under the age of 20 in 2005.
- [redacted] was detained by Campus Police in high school and questioned about vandalism to a vehicle. [redacted] was not arrested.
- [redacted] used Cocaine and Ecstasy in 2005. [redacted] does not state using Marijuana.
- [redacted] applied for the following agencies: Los Angeles Police Department, Los Angeles Sheriff's Department, San Diego Sheriff's Department, Orange County Sheriff's Department, and Newport Beach Police.
- [redacted] requests to withdraw his application in an email to Investigator Beiker on 06-18-12 due to military obligations. [redacted] was removed from the hiring process per his request.

2012-13 Background File

- On 09-23-12, [redacted] applied with OCSD for the position of Deputy Sheriff Trainee.
- [redacted] was arrested for Driving after Consuming Alcohol while under the age of 20 in 2005. Following the arrest, [redacted] was deployed in the military. During his deployment, a warrant was issued, and his driver's license was suspended. The issues were later resolved when he returned.
- [redacted] was detained by Campus Police in high school and questioned about vandalism to a vehicle. [redacted] was not charged with a crime.
- [redacted] used Cocaine and Ecstasy in 2005. [redacted] does not state using Marijuana.

- [redacted] applied for the following agencies: Los Angeles Police Department, Los Angeles Sheriff's Department, San Diego Sheriff's Department, OCSD, and Newport Beach Police.
- On 01-09-13 a *Final Review* authored by Deputy Beyer #7741.
- On 4-29-13 an *Early Review* was authored by Deputy Nava #2709, who noted [redacted] DUI and drug use as reasons for not being selected.
- On 5-24-13, Captain Wayne Byerley sent a letter informing [redacted] he was not selected for the position.
- [redacted] decided to enter the OCSD Academy Class #208 as an Independent Recruit.
- On 12-19-13 Pomona Police Department reviewed [redacted] background investigation with OCSD.
- On 1-17-14 [redacted] graduated from the OCSD Academy, Class #208.
- On 3-1-14 [redacted] s hired by Pomona Police Department.
- On 4-3-15 [redacted] was terminated from the Pomona Police Department for policy violations.

2016 Background File

- On 11-19-15, [redacted] applied with OCSD for the position of Deputy Sheriff Lateral.
- [redacted] was arrested for Driving after Consuming Alcohol while under the age of 20 in 2005. Following the arrest, [redacted] was deployed in the military. During his deployment, a warrant was issued, and his driver's license was suspended. The issues were later resolved when he returned.
- [redacted] was detained by Campus Police in high school and questioned about vandalism to a vehicle. [redacted] was not charged with a crime.
- [redacted] used Cocaine and Ecstasy in 2005. [redacted] does not state using Marijuana.
- [redacted] applied for the following agencies: Los Angeles Police Department, Los Angeles Sheriff's Department, San Diego Sheriff's Department, OCSD, Huntington Beach Police Department, Irvine Police Department, Santa Ana Police Department, Orange Police Department, Downey Police Department, Costa Mesa Police Department, Tustin Police Department, Palm Springs Police Department, Westminster Police Department, Placentia Police Department, and Newport Beach Police.
- 2014, [redacted] failed a Polygraph Examination with Placentia Police Department.
- The file contained a reference letter from Pomona Police Chief Paul Capraro dated 09-10-15, appearing to be on official department letterhead with the city seal. The letter stated, "To whom it may concern, I am happy to make myself available to discuss the attributes of [redacted] with any potential employer. Please contact me through the below means."

2018 Background File

There were several Personal History Statements (PHS) related to this investigation. The following details were taken from the PHS submitted for the 2018 background investigation, completed by Inv. Buraglia. This version of the PHS resulted in [redacted] being approved for hire:

- [redacted] residence is listed as [redacted] in the City of Anaheim and lived at that address since November 2017. [redacted] did not report if he lived with anyone.

- [redacted] stated he resided at [redacted] Avenue in the City of Fullerton from Sept. 2015 – November 2017. [redacted] did not report if he lived with anyone.
- [redacted] worked for Pomona Police Department from March 2014 – April 2015. [redacted] indicated the reason for leaving as "Did not pass probation." Further explanation included, "I was released from Probation after re-phasing phase 3 and phase 5 (2x) on training."
- [redacted] lists that he only applied with two law enforcement agencies: Pomona Police Department in September 2013 and OCSD in February 2012.
- [redacted] omits any criminal history or Law Enforcement contacts.
- [redacted] states Marijuana is the only drug he has ever used. [redacted] said he smoked Marijuana in 2005.
- [redacted] states his license was suspended for driving after consuming under the age of 21. [redacted] listed this in the section for the motor vehicle information, but it does not reference it elsewhere.
- 9-19-18 [redacted] signs and dates the Certification.

PHS Submitted Via Email for Psychological Examination

When an applicant goes to their Psychological Examination, the investigator includes a copy of their Personal History Statement (PHS). This information is used by the Psychologist for reference and shows possible issues to discuss during the interview of the applicant.

- 10-8-18/0956 hours: Dr. Saxe's Office Manager, Gail Parrish, requested a PHS for applicant [redacted]
- 10-8-18/0957 hours: Inv. Buraglia responded to Parrish and stated he would sending [redacted] PHS with [redacted] and a few others.
- 10-8-18/1139 hours: (Forwarded email message from [redacted] Titled, *"Fwd: PHS."* The email had a document attached titled, *"Saxe PHS.docx."* This document was the PHS with [redacted] information. The attached forwarded message indicated being from [redacted] The email narrative read, *"Everything is in here. You can remove what needs to be such as PD's on the last page or whatever...It's a live document so as you type it adjust everything so there's additional pages created."*
- 10-10-18/1511 hours: Inv. Buraglia sent a PHS and *"PSYCH Summary"* to Parrish. Investigators reviewed the PHS attached in the email. The PHS was not the same as the PHS [redacted] emailed to Inv. Buraglia. The PHS emailed to Parrish had been edited and information omitted. The PHS emailed to Parrish contained the following:

  - RELATIVE AND REFERENCES: [redacted] and [redacted] Investigators for OCSD.
  - EXPERIENCE AND EMPLOYMENT: [redacted] stated, "29, 30, 35, I was placed on suspension and subsequently released as a Probationary employee from Pomona Police Department on April 13, 2015. I was a subject of an Internal Investigation reference violating a Social Media Policy while on Probation." The explanation continued;
  - "37: While on training I re-phased in phase 3 and 5."

- The PHS listed the following agencies [redacted] applied at: Redondo Beach Police Department, Orange County Sheriff's Department, Placentia Police Department, Pomona Police Department, Huntington Beach Police Department, Irvine Police Department, Orange Police Department, Los Angeles Police Department, Santa Ana Police Department, Tustin Police Department, Palm Springs Police Department, Westminster Police Department, Newport Beach Police Department and Costa Mesa Police Department.
- LEGAL: [redacted] stated he was charged with Driving after consuming under 21 in April, 2005. [redacted] was questioned for a vehicle vandalism in March 2002. [redacted] used Cocaine and Ecstasy, but did not list Marijuana. The explanation reads, *"I experimented once (on the same night) Cocaine and Ecstasy. I was with Army friends in the barracks and it was before we deployed approximately 2005. I was 19 years old and it was the first and only time. I no longer associate with them."*
- The PHS is initialed, dated and signed.

- The PHS [redacted] sent to Inv. Buraglia contained the following information that was changed:

  - The PHS was not signed, initialed, or dated by [redacted]
  - EXPERIENCE AND EMPLOYMENT: This section stated, "28, 29, 34: I was placed on suspension and subsequently released as a Probationary employee from Pomona Police Department on April 30, 2015."
  - LEGAL: Listed [redacted] using Cocaine and Ecstasy. The narrative reads, *"I experienced once (on the same night) Cocaine and Ecstasy. I was with Army friends in the barracks and it was before I deployed, Approximately 2005. It was the first and only time. I no longer associate with them."*

Pomona Police Department Background Investigation

On 6-7-19, Investigators Pultz and Monteleone reviewed the Background File at Pomona Police Department. This file is the same background file reviewed by Deputy Buchanan and Inv. Buraglia in 2018. The review written by Deputy Buchanan was an accurate summary of the background Investigation and cited noticeable discrepancies.

- Inv. Buraglia's report stated the file was consistent with ours. Inv. Buraglia further stated, *"I found no disqualifying information or inconsistencies."* Inv. Buraglia omitted the number of Law Enforcement Agencies [redacted] applied with, [redacted] drug history, the full extent of his DUI arrest, and his detention/questioning related to vandalism.

- Buraglia was listed as a personal reference in the Pomona Police Department file. Inv. Buraglia included his home address being [redacted] in the City of Fullerton, and having known [redacted] for two years at the time.

Pomona PD Internal Affairs File

On 6-7-19, Investigators Pultz and Monteleone reviewed [redacted] Internal Affairs File at Pomona Police Department that resulted in his termination from employment. The IA Investigation was accurately reflected in the review by Investigator Buchanan.

- An employee reported [redacted] posted inappropriate photographs and comments on his Instagram account.
- A post contained racial slurs.
- The post is a picture of a man's leg in the driver's seat with a handgun holstered and wedged between the driver's seat and center console. The picture is followed by the text, *"#wishaniggawould #swerveputo #causeican."*
- [redacted] was terminated for policy violations relating to the posts.

Final Review Submission

On September 19, 2018, Investigator Buraglia was assigned [redacted] Background Investigation. Inv. Buraglia submitted Final Review on November 02, 2018. [redacted] was administratively approved for hire on November 29, 2018. The Final Review had the following discrepancies:

- Buraglia states, *"The applicant was previously employed as a Trainee by the City of Pomona from March 2014 to April 2015."* Correspondence rated the applicant as *"Excellent."*
- The following comments were made about the applicant: *"Thank you for contacting me to discuss his attributes. I am happy to recommend him for the position of Deputy Sheriff. I know he will be a great fit for your department – Chief of Police"*
- Inv. Buraglia states, *"The applicant was released on probation after being re phased in phase 3 and twice in phase 5. Issues included navigation and report writing."*
- *Inv. Buraglia states, "The applicant lists no arrest record." Inv. Buraglia omits* [redacted] *rrest in Hoke County, North Carolina.*
- *Inv. Buraglia notes, "No evidence of present involvement with drugs or alcohol abuse was uncovered during the course of the background investigation."* Inv. Buraglia does not note [redacted] drug history.

OCSD CCW Application [redacted]

On June 6, 2019, Special Operations reviewed a copy of [redacted] CCW Application with OCSD. [redacted] omitted his drug history and listed his address as [redacted] n the City of Anaheim.

Surveillance Conducted

On May 15, 2019, Special Operations conducted surveillance on the registered address of Investigator Buraglia and DST [redacted], in the City of Anaheim. The purpose of this operation was to confirm the documented information that Investigator Buraglia and DST [redacted] lived together. At 1641 hours, Investigator Monteleone observed Investigator Buraglia was seen parking his department vehicle (dark blue Ford Fusion, Lic# 7SRZ782) curbside to the address located at [redacted] At 1654 hours, Investigator Monteleone saw [redacted] drive up to the residence and park his vehicle (black, Lexus, Lic# [redacted] in the driveway of the residence.

On May 16, 2019, Special Operations continued surveillance on [redacted] in the City of Anaheim. At 0550 hours, Investigator Pultz observed DST [redacted] get into the black Lexus and drive away from the residence. At 0620 hours, Investigator Pultz saw Investigator Buraglia enter the Ford Fusion parked along the curb and leave.

SPECIAL OPERATIONS INTERVIEW WITH DST [redacted]

On May 16, 2019, Investigators David Pultz and W. Beeman interviewed DST [redacted] at the Orange County Sheriff's Academy. [redacted] stated he had applied with OCSD two or three times. [redacted] said he applied in 2012, 2013, and 2018. [redacted] did not say he applied in 2016.

[redacted] stated Pomona Police Department hired him in March of 2014 until about March of 2015. [redacted] was dismissed for failing his probationary period. [redacted] was involved in an internal investigation related to social media policy violations. [redacted] posted pictures of badges and uniforms on Instagram in violation of Pomona Police Department policies. Deputy Pultz asked [redacted] if he made any postings on Instagram using the "N" word. [redacted] said he had posted, *"I wish a nigga would."* [redacted] explained it was a lyric from a Kanye West song and did not mean it negatively. [redacted] had a memorandum from the Chief of Police stating he will be a great police officer, but that it did not work out for him at Pomona Police Department. [redacted] said he told Investigator Buraglia the full truth regarding his employment at Pomona.

[redacted] met Buraglia as a Drill Instructor in the Army in 2013. [redacted] admitted they are in a dating relationship and live together on [redacted] in Anaheim. [redacted] and Buraglia lived together on and off over the past several years. [redacted] said he resided on [redacted] with Buraglia when he applied with OCSD. He said he also lived with Buraglia on [redacted] in the City of Fullerton. They also lived together briefly on [redacted] in the City of Garden Grove during the renovation of the residence in Anaheim.

[redacted] stated he did not know Investigator Buraglia was going to be assigned as his Background Investigator. Inv. Pultz asked [redacted] if Buraglia requested to be assigned to backgrounds. [redacted] said he believed Buraglia was just put there. [redacted] stated they did not disclose their relationship together nor their shared addresses. They believed if Buraglia's sexual preference was disclosed, it would negatively affect his career. [redacted] agreed they should have told someone about their relationship.

Inv. Pultz told [redacted] that his 2016 Background folder was found in Buraglia's home office. [redacted] stated he did not know it was there and said the office is used for storage. [redacted] did not ask Buraglia to change anything in his background investigation and did not know if Buraglia had changed anything.

Inv. Pultz asked [redacted] a few questions about his background. [redacted] told him he had smoked Marijuana and used Ecstasy once in 2015 before being deployed. [redacted] also talked about his previous underage driving while consuming alcohol arrest.

Inv. Pultz asked [redacted] if he knew who would have written the letter or if he knew what the letter stated. [redacted] said the only person who has ever mentioned Pomona Police Department to him was Tactical Officer Atkinson. He said Atkinson told him he did not belong at the Academy and that he knew what happened at Pomona.

SPECIAL OPERATIONS INTERVIEW WITH INV. JEREMY BURAGLIA

On May 16, 2019, Investigators Pultz and Monteleone interviewed Investigator Jeremy Buraglia in the 2nd floor conference room at Sheriff's Headquarters. Inv. Pultz showed Buraglia the anonymous letter received. Buraglia told them he had never seen the letter before. As the interview progressed, the questioning shifted to his work as a background investigator and his relationship with [redacted].

Buraglia told investigators he resides at [redacted] in the City of Anaheim with his roommate [redacted]. They had lived together at the address since January 2018. Buraglia admitted to having a dating relationship with [redacted] for about seven years, including the 45-days he was [redacted] background investigator. Buraglia also admitted to residing with [redacted] for about seven months before moving into their current residence. Buraglia indirectly admitted to being [redacted] background investigator by explaining the social media post where [redacted] used the "N" word, and that [redacted] had been terminated as a "probationary loss" from Pomona Police Department.

Inv. Pultz explained to Buraglia that there should be four total background files for [redacted] Buraglia told them he only had one background file (2018). Inv. Pultz asked Buraglia if he ever checked out a 2012 or a 2016 file and Buraglia said, *"I never got them."* Inv. Pultz asked Buraglia if he had the 2016 folder in his possession, and he said, *"No, I don't have it."* Inv. Pultz asked if he ever had the file, and Buraglia said, *"I looked through it once."* Buraglia told them he returned the file in August of last year. After Inv. Pultz asked a few follow-up questions about the missing files, Buraglia told them the files could be at his house (All three missing files were later recovered from Buraglia's home).

Inv. Pultz asked Buraglia if a sergeant or anyone else knew he was conducting a background investigation for [redacted] Buraglia told them no. Inv. Monteleone asked Buraglia if he thought doing the background investigation for [redacted] was a conflict of interest. Buraglia replied, *"Yes."* Inv. Monteleone asked Buraglia if he notified anyone, and he said, *"No...I just didn't want it to come out that we were together like that because I didn't want people to know."*

Inv. Pultz introduced the 2018 background file completed by Buraglia and read sections of the background. Inv. Pultz questioned [redacted] history of drug use. Buraglia told them [redacted] only smoked Marijuana. Inv. Pultz commented about problems with the 2018 background file for [redacted] to include, no child custody paperwork, lack of information relating to [redacted] time at Pomona PD, fabricated neighbor references, and the fact that

he conducted a residence check on his own home. Buraglia said, *"Well I mean at that point the whole file...is...basically garbage."*

[Investigative Note]

Investigators later discovered [redacted] *admitted to using cocaine and Ecstasy in each of the previous background investigations.*

Inv. Monteleone asked Buraglia if he told [redacted] to take the deputy test once he became a background investigator for the department. Buraglia said, *"Yeah."* Buraglia admitted he told [redacted] he would get his background.

While searching through the 2018 background file, Inv. Pultz located multiple OCSD employees who provided reference letters for [redacted] and documentation related to Pomona PD interviews. Inv. Pultz asked about [redacted] other reference, outside of the three fabricated neighbor references, to be sure they were authentic. Buraglia told them that all the other references were accurate.

[Investigative Note]

Investigators later discovered that 8 out of 20 county employee references were falsified or modified, and all 3 Pomona PD documents/references were false.

Inv. Pultz asked Buraglia if there were any other problems with the 2018 background file, and he replied, *"Well I mean... I did the PHS so it would look cleaner."* Inv. Pultz asked Buraglia if he filled the PHS out for [redacted]. Buraglia said, "Yeah." Buraglia stated he omitted the final pages of the CII because it showed all the previous police agency applications. Buraglia told them he forged the Pomona Police Chief letter by using an old letter and copying a new date. Buraglia stated he had the 2016 file long enough to make copies of everything, but still believed he gave the original file back.

Regarding the missing file(s), Inv. Monteleone explained to Buraglia that making copies of files and altering backgrounds would not be something he would forget. Inv. Monteleone told Buraglia that if he was actively trying to hide things that might disqualify [redacted] then the 2016 file would be something he would want to get rid of. Buraglia interrupted, saying, "But I didn't destroy it." Inv. Monteleone asked him where the file was, and he said, *"It's gonna be in my office."* Inv. Pultz clarified, asking if the file was in his home office, and Buraglia said, *"Yes."*

[Investigative Note]

Investigators told Buraglia they would like to go to his house to recover the Sheriff's Department's background files. Buraglia agreed and signed a Consent to Search form for his residence. [redacted] *background files for 2012, 2013, and 2016 were subsequently recovered from the residence. Miscellaneous papers located between the files appearing to be related to background were also collected.*

Special Operations Interviews with OCSD References:

Twenty reference letters from OCSD employees were included in [redacted] Background File. Eight of the twenty letters were altered from the original sent by the employee.

Interview with Sergeant Walehwa #1428

On May 21, 2019, Investigator Monteleone interviewed then Sergeant Jose Walehwa at Headquarters in Santa Ana. Walehwa provided a copy of the reference letter he wrote for [redacted] After comparing his original letter to the letter found in the 2018 background file, Walehwa told Inv. Monteleone Question #12 on the reference letter was altered. In the original letter, Walehwa described [redacted] academy performance as average. The final letter had the comment regarding "performance" deleted.

Interview with Office Specialist Socorro Castro

On May 22, 2019, Inv. Monteleone interviewed Socorro Castro regarding a reference letter she wrote for [redacted] After comparing the letter she sent via email, Socorro confirmed the letter looked authentic.

Interview with Deputy Kyle Pickard

On May 22, 2019, Inv. Monteleone spoke to Deputy Kyle Pickard regarding a reference letter he wrote for [redacted] Deputy Pickard provided a copy of the letter he wrote, compared the two letters, and did not find any discrepancies.

Interview with Investigator Kristin Hayman

On May 22, 2019, Investigators Monteleone and Pultz met with Investigator Kristin Hayman regarding a reference letter she wrote for [redacted] Hayman provided a copy of the reference letter she wrote. Inv. Pultz did not find any issues with the letter or its contents.

Interview with Deputy Maria Mendoza

On May 22, 2019, Inv. Pultz contacted Deputy Maria Mendoza regarding a reference letter she wrote for [redacted] Mendoza confirmed she wrote a reference letter for [redacted] Inv. Pultz did not find any issues with the letter or its contents.

Interview with Deputy Daniel Gerlach

On May 22, 2019, Inv. Pultz contacted Deputy Daniel Gerlach regarding a reference letter he wrote for [redacted] Gerlach confirmed he wrote a letter for [redacted] Inv. Pultz asked Gerlach about Question #12 related to [redacted] previous employment with Pomona Police Department. In the final reference letter, the information about [redacted] previous employer is removed. Deputy Gerlach stated he did not make the changes.

Interview with Deputy Enrique Hernandez

On May 22, 2019, Investigators Monteleone and Pultz met with Deputy Enrique Hernandez regarding the reference letter he wrote for [redacted] Hernandez provided a copy of the reference letter he wrote. Inv. Pultz did not find any issues with the letter or its contents.

Interview with Deputy Daniel Wei

On May 22, 2019, Inv. Monteleone interviewed Deputy Daniel Wei about a reference letter he wrote for [redacted] Wei provided a copy of the reference letter and compared it to the letter found in the 2018 file. Wei told Inv. Monteleone that Questions #1 and #13 were altered. Question #13 contained three sentences of complimentary remarks regarding [redacted] that Wei never wrote. Inv. Monteleone asked Wei if he was ever asked to change the letter or allowed someone to alter it. Wei told him no.

Interview with Deputy Patrick Medeiros

On May 22, 2019, Inv. Pultz contacted Deputy Patrick Medeiros about a reference letter he wrote for [redacted] Deputy Medeiros confirmed he wrote a reference letter. Inv. Pultz did not find any issues with the letter or its contents.

Interview with Deputy Brett Giroux

On May 22, 2019, Inv. Pultz contacted Deputy Brett Giroux about a reference letter he wrote for [redacted] Deputy Giroux confirmed he wrote a reference letter. Inv. Pultz did not find any issues with the letter or its contents.

Interview with Deputy Francisco Sotelo

On May 22, 2019, Inv. Monteleone interviewed Deputy Francisco Sotelo about a reference letter he wrote for [redacted] Sotelo located a copy of his letter and compared the two letters. Sotelo told Inv. Monteleone the letter looked true and accurate.

Interview with Deputy Lindsey Rogers

[Investigative Notes]

While searching Investigator Buraglia's archived emails, investigators located an email from Deputy Lindsey Rogers to Inv. Buraglia. Deputy Rogers tells Buraglia she was having trouble converting the letter to a word document. Inv. Buraglia responds by saying, "I'll cut and paste it Thanks."

On May 23, 2019, Inv. Pultz met with Deputy Rogers regarding the letter she wrote for [redacted] Inv. Pultz gave Rogers the original reference letter she sent to Buraglia via county email, and she recognized the letter. Inv. Pultz then provided Rogers with a copy of the final reference letter that was submitted in the 2018 background file. Rogers noticed most of the answers she gave had been changed, and that 9 out of the 13 questions were altered.

Interview with Deputy Luis Vasquez

On May 22, 2019, Inv. Pultz met with Deputy Luis Vasquez regarding a reference letter he wrote for [redacted] Vasquez confirmed he wrote a reference letter. Inv. Pultz did not find any issues with the letter or its contents.

Interview with Deputy Jay Jones

On May 23, 2019, Inv. Pultz contacted Deputy Jay Jones regarding a reference letter he wrote for [redacted] Jones confirmed he wrote a reference letter. Inv. Pultz did not find any issues with the letter or its contents.

Interview with Deputy Tim Gutierrez

On May 23, 2019, Inv. Monteleone interviewed Deputy Tim Gutierrez regarding a reference letter he wrote for [redacted] Gutierrez told Inv. Monteleone the letter he located looked accurate to the best of his memory. Inv. Monteleone compared the two letters and did not see a problem.

Interview with Deputy Marina Ramirez

On May 23, 2019, Inv. Monteleone met with Deputy Ramirez in the City of Laguna Niguel. Ramirez provided a copy of the reference letter she wrote. Inv. Monteleone gave her a copy of the letter located in the 2018 background file. After reviewing both letters, Ramirez found differences in Questions #1, #10, and #12. Ramirez related she did not write the information located in these three questions. Inv. Monteleone asked Ramirez if she was ever asked to make the changes, and she said no.

Interview with Deputy Cynthia Greene (Via Attorney Lolita Kirik)

[Investigative Note]

Investigators located a reference letter (dated 10-20-18, written on the standard reference form) written by Deputy Cynthia Greene in the 2018 background file. Inv. Pultz checked Buraglia's archived email and confirmed Green never emailed a reference letter. It was concluded that Greene's reference letter was fabricated.

On May 24, 2019, Inv. Pultz was contacted by Attorney Lolita Kirik on behalf of Deputy Cynthia Greene. Attorney Kirik advised Greene never wrote a letter for [redacted]

Interview with Sergeant Alexzandra Flores

On May 28, 2019 Inv. Monteleone interviewed Sergeant Flores about a reference letter she wrote for [redacted] Flores located the letter in her county email and confirmed it looked good. Inv. Monteleone did not notice any discrepancies.

Interview with Deputy Angelina Cortez

On June 6, 2019, Investigators Monteleone and Pultz met with Angelina Cortez at the Lamoreaux Justice Center in the City of Orange. Cortez could not recall if she ever wrote a reference letter for [redacted] Cortez checked her "sent" email, which resulted in negative results. Inv. Monteleone showed Cortez a copy of the letter located in the 2018 background file. Inv. Monteleone asked Cortez if the reference letter looked familiar, and she did not respond. Cortez stated Question #2 did not look familiar, saying, *"I don't think I wrote that."* Inv. Monteleone asked Cortez if she ever mailed in a reference letter, and she said she did not think she did. Inv. Monteleone asked Cortez if she ever spoke to Investigator Buraglia about writing the letter, and she said, *"I don't remember."*

Interview with Deputy Rebecca Strom (Via Attorney Robert Baumann)

On June 10, 2019, Attorney Robert Baumann contacted Inv. Monteleone on behalf of Deputy Rebecca Strom. Attorney Baumann sent a copy of the reference letter written by Strom. Inv. Monteleone sent Attorney Baumann a copy of the final reference letter in the 2018 background file and requested that Strom compare the letters. Attorney Baumann told him Strom did not write the information contained in Question #13.

Interview with Pomona Police Chief Paul Capraro

[Investigative Notes]

Within the 2016 and 2018 background files, investigators located two separate documents dated 9-10-15 and 10-6-18 from Pomona Police Chief Paul Capraro. A third document was located between the 2012 and 2016 folders, which was a copy of the 9-10-15 letter. A small yellow post-it note was covering the date, and a larger note was attached to the bottom right. Investigators determined the 2015 Police Chief letter could be authentic but was used to create a fictitious 10-6-18 letter.

The document dated 9-10-15 appears to be an official letter from Chief Capraro, containing his signature and the city seal. The body of the letter says, "I am happy to make myself available to discuss the attributes of [redacted] *with any potential employer. Please contact me through the below means."*

The letter dated 10-6-18, later determined to be a fabrication, contains the same seal, signature, and contact information. The letter says, "Thank you for contacting me to discuss the attributes of [redacted] *I am happy to recommend* [redacted] *for the position of Deputy Sheriff. I know he will be a great fit for your department."*

On May 28, 2019, Inv. Monteleone conducted a phone interview with Chief Capraro and described the letters they had located. Chief Capraro said the letter from 2018 was not consistent with what he would send. Inv. Monteleone set up a date and time to meet Chief Capraro to show him the letters in person and to ask follow-up questions.

On June 7, 2019, Investigators Monteleone and Pultz met with Chief Capraro in the City of Claremont. Capraro was the Chief of Police from early 2014 until he retired on 12-22-17. Inv. Monteleone handed Capraro a copy of the 9-10-15 letter. Capraro stated the Pomona seal, signature, and data looked authentic and that he probably gave the letter to [redacted] so any potential employer could call him.

Inv. Monteleone showed Capraro the letter dated 10-6-18 and asked if the letter looked authentic. Capraro said, *"All but the contents of it."* Capraro explained he was not the Chief on 10-6-18, nor would he have access to any department email or official city letterhead. Capraro said, *"No...I did not write that."* Inv. Monteleone asked Capraro if he ever received a phone call or a visit in 2018 from the Orange County Sheriff's Department regarding [redacted] and he told him no.

Interview with Pomona Sergeant Mark Medellin

[Investigative Note]

Investigators located a follow-up report titled "Police Department Check" in the 2018 background file. During the investigation, the following content in the report was identified as a fabrication:

"Sgt. Medellin was the training Sergeant while the applicant was on training and stated PPD has a strict FTO program that only allows for 2 re phases. Sgt. Medellin stated the applicant struggled with navigation, radio codes, and report writing, which could have been corrected if the applicant had been allotted more training time. Sgt. Medellin stated the applicant was so accustomed to OC radio codes he had trouble transitioning which often caused miscommunication. Sgt. Medellin is currently the Internal Affairs Sergeant and stated he would hire the applicant again."

On June 7, 2019, Investigators Monteleone and Pultz met Sergeant Medellin at the Pomona Police Department located at 490 W. Mission Boulevard in the City of Pomona. Inv. Monteleone showed Medellin a follow-up report written by Inv. Buraglia. Medellin started to read the report and said, *"I can tell you right now this is not right...I didn't say any of this stuff."* Medellin related Buraglia "blended" a couple of things he said but that a lot was made up. Medellin said, *"Well I was never the training Sergeant...ever."* Medellin denied "highly recommending" [redacted] however, he may have mentioned understanding a second chance.

SPECIAL OPERATIONS INTERVIEWS WITH PSD PERSONNEL

Interview with Sergeant R. Anderson

On 6-11 19, Investigators Pultz and Monteleone spoke to Sgt. Anderson, who was the supervisor at PSD at the time of [redacted] background. Sgt. Anderson remembered [redacted] background file. Anderson related that Inv. Buraglia was transferred to North Investigations; however, he continued to work on several background investigations, including [redacted] Sgt. Anderson relayed that the background appeared normal and that he was not aware of the personal relationship between [redacted] and Inv. Buraglia. Sgt. Anderson remembered approving [redacted] investigation the year before, along with other applications submitted by Inv. Buraglia.

In February 2019, Sgt. Anderson had received a phone call from Lt. Charlie Walters. Lt. Walters was a Tactical Officer when [redacted] attended the Academy in 2014. Lieutenant Walters was made aware that [redacted] was hired and scheduled to attend the academy. Lt. Walters explained [redacted] previous employment with the Pomona Police Department and that he was later fired due to posting racial comments on social media. Lt. Walters was concerned about [redacted] recent approval for hire.

Sgt. Anderson had Inv. Dinh review [redacted] background investigation for any inappropriate social media accounts or activity. Inv. Dinh did not find any social media accounts for [redacted]

Investigators showed Sgt. Anderson, the Follow-Up Memorandum, discovered while on Inv. Buraglia's computer. Sgt. Anderson had not seen the memorandum and had not requested one from Inv. Buraglia. Sgt. Anderson does not recall making Inv. Buraglia aware of the Follow-Up investigation.

Interview with Investigator A. Dinh

On 6-11-19, Investigators Pultz and Monteleone spoke with Inv. Dinh. Inv. Dinh remembered [redacted] file. Inv. Dinh recalled searching for any inappropriate social media accounts or posts made by [redacted] Inv. Dinh did not find any accounts or posts made by [redacted]

Interview with Investigator E. Lucero

On 6-12-19, Investigators Pultz and Monteleone spoke with Inv. Lucero. Inv. Lucero remembered accompanying Inv. Buraglia to Pomona Police Department to review [redacted] Internal Affairs File. Inv. Lucero was not in the room with Inv. Buraglia when he reviewed the file. Inv. Lucero remembered Inv. Buraglia saying [redacted] was a former Marine and deserved a chance.

ProfStds Database

This system tracks the applicant's status in the hiring process. It is common for any Early Review, Final Review, or any other significant event to be logged into the system. This documentation is done in a text format, and investigators commonly keep notes on the system. In the Profstds system, [redacted] had four entries identified by the following numbers: 3168, 3283, 3593, and 3914. Inv. Pultz noted that due to his previous experience as a background investigator, he believes the PROFSTDS database had been altered.

- ***Entry #3168:*** References the Background Investigation started on 2-21-12. There are three separate dates. These entries appeared to reflect the Background Investigation accurately; however, the notes are usually more detailed.
- ***Entry #3283:*** References the Background Investigation on 9-24-12. There are three separate entries. The last entry notes, *"4-29-13 PER ASST SHERIFF BARNES DID NOT APPROVE FILE (HIRING FREEZE)."* This entry should contain the Final Review and the Early Review. This entry is not factual, as [redacted] was not approved due to his drug use and criminal history.
- ***Entry #3283:*** References the Background Investigation conducted on 10-20-15. The note section is blank. ~~This entry s~~should contain the Final Review and/or Early Review.
- ***Entry #3914:*** References the Background Investigation conducted on 9-19-18 by Inv. Buraglia. The entry notes state, *"09-09-18: Applicant was clean and neat in appearance. Presented well, articulate. Looks like a good prospect. Has BA in Business, and is currently Drill Sergeant in Army, has 3 deployments to warzones, is an Airborn (paratrooper) Infantryman ranked at Staff Sergeant Promotable. CJO signed, live scan submitted, psych appointment made. Will make medical appointment when applicant returns from Army Training. JRB."*

FOLLOW-UP INVESTIGATION RELATING TO THE HIRING PROCESS

The following is a summary of the Internal-Criminal Investigation lead by Investigators Dave Pultz and Don Monteleone under DR#19-018813. It is a summary and not intended to replace the actual case investigation and/or related reports. It is not verbatim, not necessarily in order, and is organized for the purpose of clarity. For further details, refer to the investigative reports by Investigators David Pultz and Don Monteleone.

Interview with Lieutenant K. La Pyrne

On December 18, 2019, Inv. Monteleone interviewed Lieutenant La Pyrne at Headquarters in Santa Ana regarding his review and approval of the [redacted] file. La Pyrne was previously assigned to the Professional Standards Division and approved [redacted] file on 11-16-18 and part of the Administrative review process. Inv. Monteleone showed La Pyrne two documents, an approved conditional job offer, and a candidate background summary for [redacted]

La Pyrne stated that the final review is a summary of the applicant's strengths and weaknesses. By the time the file gets to him in the process, there are typically not many negative traits with the applicant. Since the Sergeant and the Investigator review already eliminates unqualified applicants, La Pyrne could not remember many instances where he disapproved of an applicant.

La Pyrne also checks the files for POST mandated requirements and the opinions and conclusions.

Inv. Monteleone asked La Pyrne if he could remember documents from a specific applicant file, and he said no. Inv. Monteleone asked La Pyrne if he would be able to remember a police chief's recommendation, and he said no. Inv. Monteleone asked La Pyrne if he could remember specific reference letters, and he told him no. Inv. Monteleone asked La Pyrne if he remembered recruit [redacted] and he told him no. Inv. Monteleone asked La Pyrne if Inv. Buraglia worked under him, and he said yes. Inv. Monteleone asked La Pyrne how important it is that a file is accurate, and he said, "It's everything." He said it is the foundation for hiring. Inv. Monteleone asked La Pyrne about the potential consequences if a background is falsified. La Pyrne told him we could hire an unqualified person who could be a risk and liability.

Inv. Monteleone asked La Pyrne where a file goes after he is done. La Pyrne stated that the Captain reviews the file next, and then a professional staff employee will walk them across the street for further signatures.

Interview with Captain W. Byerley

On December 20, 2019, Inv. Monteleone interviewed Captain Byerley in his office at the Brad Gates Building in the City of Santa Ana. Byerley was Acting Commander during the Administrative review process and approved [redacted] background file on 11-29-18.

Inv. Monteleone showed Byerley copies of a conditional job offer and an approved candidate background summary for [redacted] Byerley's signature is on the approved candidate background summary.

Inv. Monteleone asked Byerley the importance of the background file. Byerley told him the content and information in the file are governed by POST, and certain things are required of each applicant. The information the background investigator puts into the file is ground zero for approval in the process. Byerley told him that if the information is not accurate, the integrity of the file is jeopardized. When asked about the potential consequences if someone falsified a background resulting in someone being hired who did not meet the requirements, Byerley told him anyone sworn as a peace officer under false information is entrusted with power and authority they should not have. Byerley agreed that this would put the public safety and the department at risk.

Byerley told Inv. Monteleone they one-hundred percent rely on the information provided by the background investigator. Inv. Monteleone asked Byerley if he had any specific recollection of [redacted] file, and he said no. Inv. Monteleone asked Byerley if he would remember a specific recommendation from a police chief,

and he said no. Inv. Monteleone asked Byerley if falsified recommendations and reference letters would affect this process, and he said yes.

Byerley confirmed the review order (Sergeant, Lieutenant, Captain, Commander, and Executive Command) and that sometimes the order changes based on availability. Sometimes, Mary Izadi reviews a file before it returns.

Interview with Executive Command Manager Mary Izadi

On 12-20-19, Investigator Monteleone interviewed Executive Manager Mary Izadi. Mary Izadi approved [redacted] file on 1-16-19 during the Administration Review process. Izado explained that the Sergeant, Lieutenant, and Captain review the file first. Once she approves the file, it then goes to the Commander. Izadi relies heavily on what the investigator provides in the file. She reviews the documents within the file to see if there are any inconsistencies, potential criminal acts, and anything related to credibility. The background file is important, and explained that the file would be void if it contained false information. She further explained that if the person was not qualified for the position, they would be a risk to public safety. Izadi could not recall the reference letters or the Chief's letter relating to [redacted] file.

Interview with Sergeant Rebecca Contreras

On 12-20-19, Investigator Monteleone interviewed Sergeant Contreras about her time assigned to the Background Unit. Contreras knew Recruit [redacted] and told Inv. Monteleone [redacted] was a non-select in 2016. Contreras has previously spoken to [redacted] background investigator (M. Carlson) at length about the Pomona Police Department incident and how they were not going to hire [redacted] Investigator Buraglia continued to promote [redacted] even after the decision was made.

Once Investigator Buraglia was assigned to the Background Unit, she specifically told him to stay away from [redacted] file. She told Buraglia not to check the database or involve himself in anyway with [redacted] as an applicant. Contreras suspected they may have been friends but did not know the extent of their relationship. Buraglia never told Contreras he was living and/or in a dating relationship with [redacted]

INTERNAL AFFAIRS PRINCIPAL INTERVIEW

JEREMY BURAGLIA

Interview of Investigator Jeremy Buraglia/ Representative Jennifer Krikorian / June 17, 2020/0907
Second Interviewer – De Anne Wigginton.

This interview was digitally recorded. The below summary is written to provide clarity and may not be in the chronological order of the actual interview. It is not verbatim, nor necessarily in order of conversation. It is

organized for the purposes of clarity. This report is not meant to take the place of the actual recording, it is just a synopsis. For complete details refer to the recording of the interview.

On Wednesday, June 17, 2020, at about 0907 hours, I interviewed Investigator Jeremy Buraglia at the Internal Affairs office. Before conducting the interview, I provided him with the Confidentiality Directive, Miranda Advisement, POBOR, and the Lybarger Admonishment. Investigator Buraglia understood all of the information provided. Investigator Buraglia was present with his representative Jennifer Krikorian.

Investigator Buraglia has been employed by the sheriff's department for approximately twelve years and is currently assigned to North Investigations. Investigator Buraglia was previously assigned to the Professional Standards Division in the Backgrounds Unit. Buraglia was familiar with department policies and where to locate them. Buraglia had also signed on to Lexipol and accepted department policies.

Buraglia was aware of the anonymous letter received by the department relating to his background investigation of former DST [redacted] Buraglia said the letter contained information about Buraglia having conducted a background investigation of someone he resides with and is romantically involved with. The letter described how Buraglia left information out of his background investigation to get that person hired, and that Buraglia was an untruthful person.

Buraglia identified former DST [redacted] as his *"boyfriend"* whom he married last month. At the time Buraglia was conducting [redacted] background investigation, they were not married. Buraglia met [redacted] while serving in the military *(U.S. Army)* and has known him for about nine years. They have been in a romantic relationship for about the last seven years. I asked Buraglia if he kept his relationship with [redacted] a secret from the department and the background investigation. Buraglia said, *"Yes."*

Buraglia and [redacted] currently reside and cohabitate together and have been living together off and on since 2016 or 2017. Buraglia confirmed currently residing with [redacted] at [redacted] and that they resided at this location together toward the end of [redacted] background process. Buraglia and [redacted] previously resided at [redacted] and [redacted] (sister's residence). Buraglia explained that [redacted] moved out of his home around February 2018, and moved back in around September or October 2018 due to a separation in their relationship. [redacted] returned to reside with Buraglia around the time he turned in [redacted] background investigation, which was right before or right after transferring to North Investigations. Buraglia said, *"Well we had split up, we got back together, then he applied, and I was doing the background, and then, um, everything was going really well in the relationship so he moved back in, and then I want to say I completed the background, turned it in."* Buraglia clarified that during the entire background process, he and [redacted] were in a "relationship," although not necessarily living together during the entire process.

Buraglia confirmed that [redacted] had applied to become a Deputy Sheriff for Orange County four times; 2012, 2013, 2016, and 2018. Buraglia had handled his 2018 background investigation in September 2018. I asked Buraglia to explain how the hiring process is supposed to occur. Buraglia told me candidates apply online, get invited to a written test, take the written test, go through a pre-screening, physical agility test, and are assigned an oral board interview date. Candidates are then scheduled for a background interview and sit down with an investigator to begin the background investigation. Buraglia further explained that an *"Early Review"* report is completed as a recommendation for disqualification, which lists any negative traits and why that candidate does

not belong with OCSD. A *"Final Review"* report is completed after the background investigation to summarize the candidate, which is then turned in to the Sergeant. Buraglia said, *"then it goes up the chain from there for signatures"* for recommendations to hire or not. When asked who signs, Buraglia said, *"The Sergeant, the Lieutenant, the Captain, and then it goes across the street to Assistant Sheriff of PSD."* Buraglia completed a *Final Review*; however, he did not complete an *Early Review* for [redacted] 2018 background investigation.

Buraglia confirmed having participated in [redacted] September 2018 testing process. Buraglia explained that the background investigators conduct the *"pre-screens"* at the written-exam testing site, but denied conducting the pre-screening for [redacted] that day. Buraglia could not remember what background investigator handled the pre-screening for [redacted] I asked Buraglia what happened the previous times [redacted] had applied. Buraglia said, *"He was disqualified."* Buraglia explained that in 2012, Barragan withdrew from the process due to military obligations. Buraglia was not sure what happened during the 2013 background investigation. During the 2016 background investigation (lateral application), [redacted] was not hired due to the nature of his termination at the Pomona Police Department. I asked Buraglia if [redacted] had applied for other law enforcement agencies as well. Buraglia said, *"Yes."* I asked Buraglia if he knew how many agencies [redacted] had applied for. Buraglia said, *"No, I would say a lot."*

Buraglia confirmed knowing [redacted] was employed as a police officer at Pomona Police Department and was let go from employment before completing the probationary period. Buraglia confirmed knowing [redacted] was terminated as a result of using an inappropriate word on social media. Buraglia explained [redacted] had posted a picture of the city map and his off duty weapon between the center console and the driver's seat. Buraglia said [redacted] had also posted something with the hash-tag and the "N" word. Buraglia was asked if he knew what that meant. Buraglia replied, *"I don't know what it meant, but I know how it can be interpreted and I know how it looks. But I don't know what he was thinking when he posted it. Obviously I think it was stupid and I didn't agree with it."*

[Investigative Note]
I showed Buraglia copies of [redacted] *social media posts that were the cause for* [redacted] *termination at the Pomona Police Department.*

Buraglia confirmed having previously seen all the social media posts during the 2018 background investigation and saw the social media posts in [redacted] file at Pomona Police Department when he physically conducted a *"police check"* at the department.

[Investigative Note]
I showed Buraglia three separate department memorandums documenting his investigation during checks at Pomona Police Department, the Orange County Sheriff's Regional Training Academy, and [redacted] *Residence.*

<u>*Pomona Police Department Check*</u>

Buraglia confirmed writing the Pomona Police Department Check memorandum. I asked Buraglia if anything in the memorandum describing his findings from the Pomona Police Department was incorrect. Buraglia said, *"Yes."* Buraglia explained that [redacted] was fired from his probationary period, and he wrote the narrative in a manner to make it look like he had failed training. Buraglia also confirmed having inaccurately written that he did not find any disqualifying information or inconsistencies. Buraglia wrote this to *"downplay"* why [redacted]

was let go from the department. Buraglia explained that there were discrepancies found in [redacted] Pomona Police Department and OCSD Personal History Statements. Buraglia never made a note of these discrepancies. Buraglia also explained his statement in the Pre-Investigative Questionnaire Review section of the memorandum was inaccurate when he mentioned not finding any discrepancies. Buraglia told us he spoke to Sergeant Medellin at Pomona Police Department while he was there. I asked Buraglia if what he wrote about Sergeant Medellin in his narrative was correct. Buraglia referred to the memorandum and said, "Oh, he's not the Internal Affairs Sergeant." Buraglia said there was an Internal Affairs Sergeant there but that he had spoken to Sergeant Medellin since he remembered [redacted] I asked Buraglia if Sergeant Medellin was a *"Training Sergeant"* as mentioned in his memorandum. Buraglia said, *"No, he was an FTO at the time."* Buraglia mentioned Sergeant Medellin as a training sergeant *"To make it seem like you had somebody speaking highly of an individual that they had let go of."* Buraglia explained that when Sergeant Medellin introduced himself, he may have said he was a Training Sergeant at some point in his career, but he was not sure. Buraglia told me Sergeant Medellin had recommended [redacted] for the position by expressing something similar that he *"deserves a shot."* Buraglia clarified, *"I made him look like a Training Sergeant at the time* [redacted] *was fired so that it looked like he was sad that the guy got fired, but he was not the Training Sergeant when* [redacted] *was fired."* I asked Buraglia if we could both agree that the Training Sergeant title was inaccurate. Buraglia said, *"Absolutely."* I further referenced Buraglia doing this purposely. Buraglia said, *"Unfortunately, yes."* Buraglia handled the Police Department Check himself out of convenience; however, he acknowledged he could have waited to have specific personnel designated for that task. Sergeant Wigginton asked Buraglia if he chose to conduct the Police Department Check because he was afraid someone else would do it and find disqualifying information. Buraglia said, *"Yes."* Sergeant Wigginton asked Buraglia if he conducted [redacted] Police Department Check to cover up something. Buraglia said, *"Yes."*

I showed Buraglia a copy of the Police Department Check conducted by Deputy M. Pahel during [redacted] 2016 background investigation. I asked Buraglia if he remembered reviewing that file when he conducted the 2018 file. Buraglia said, *"Yes."* I told him that obviously, there is information in Deputy Pahel's report that is not contained in Buraglia's 2018 report, and asked him if that was correct. Buraglia said, *"That's correct."* [redacted] citations relating to his DUI, the drug use and the Internal Affairs Investigation at Pomona Police Department relating to the violation of the department's social media policy, were not contained in his report. I asked Buraglia why he left these details out since Deputy Pahel had documented them in his report. Buraglia said, *"To increase his chances of being hired."*

OCSD Academy Check

Buraglia confirmed knowing [redacted] had been a previous independent recruit at the academy who had graduated from the program. Buraglia confirmed having gone to the academy to conduct an academy check. I asked Buraglia if the academy check was a normal check that would be made. *"I wouldn't say its normal. I think I did it as an extra step to try and prove that the individual deserved a shot, if that makes sense. Like I was trying to front load it with good stuff because I knew there was bad stuff."* Buraglia confirmed speaking to Sergeant Walehwa (now Lieutenant) during this academy check. I asked Buraglia if the Academy Check memorandum was accurate. Buraglia told me it was accurate. I asked Buraglia if it was appropriate for him to have conducted this check since he was in a relationship with [redacted] Buraglia said, *"No."*

Residential Check

Buraglia confirmed that Residential Checks are conducted during background investigations. Buraglia confirmed the memorandum dated October 3, 2018 was his memorandum for the residential checks he conducted. Three neighbor checks are required during residential checks; however, Buraglia only made one. I asked Buraglia if in essence, he conducted a residential check on his own house. Buraglia said, *"Correct."* I asked Buraglia if his documentation of the residential check was accurate. Buraglia said, *"No."* Buraglia explained that he documented having spoken to neighbor [redacted] but that he never spoke to her because she had already moved. Buraglia also said [redacted] does not know who Buraglia and [redacted] are. Buraglia never spoke to [redacted] or [redacted]. Buraglia agreed that the statement written for neighbor [redacted] was inaccurate. Buraglia confirmed that he could have had other people conduct the residence check for him. It was inappropriate for him to conduct the check, in light of them being in a relationship and residing together at the time.

I asked Buraglia if he believed it was appropriate for him to handle the background investigation for [redacted] in 2018. Buraglia said, *"No."* I asked him if he agreed that handling [redacted] background investigation was a conflict of interest. Buraglia said, *"Yes."* Buraglia did not make any notifications about the conflict of interest in conducting [redacted] 2018 background investigation. Buraglia explained that he knew [redacted] oral board date and time and was present in the office sometime after the interview. Sergeant Wigginton asked Buraglia if he placed himself in the front office, knowing he would take [redacted] background. Buraglia said, *"Yes."*

I asked Buraglia if he thought [redacted] would have been hired had he not conducted his 2018 background investigation. Buraglia replied, *"In my personal opinion...no. Professionally...no. I don't think he would have been hired."* Buraglia did not believe [redacted] would have been hired had he not conducted his 2018 background investigation. Buraglia also believes [redacted] benefitted from having him as his background investigator because he had the personal knowledge to present him better. I asked Buraglia if he submitted an honest and accurate background investigation on [redacted] in 2018. Buraglia said, *"No."* I asked Buraglia if he conducted an untruthful background investigation on [redacted] Buraglia said, *"Yes."* I asked if his background investigation of [redacted] was fair and impartial. Buraglia said, *"It was not."*

During the 2018 background investigation for [redacted] Buraglia remained as the case agent when he transferred to his new position at North Investigations. Buraglia had asked Sergeant Ryan Anderson if he could keep a couple of the background investigations, including [redacted]

Buraglia confirmed that it is the background investigator's responsibility to review current and previous background files and Personal History Statements. I asked Buraglia if [redacted] previous background files and Personal History Statements from OCSD and other agencies were consistent. Buraglia said, *"No."* Discrepancies included what was listed for drug use and the agencies [redacted] previously applied with. Buraglia denied conducting any other untruthful background investigations of other candidates.

I asked Buraglia if he ever altered, changed, or omitted documents or information from a background investigation. Buraglia said, *"Uh...Just his."* Buraglia confirmed he was referring to [redacted] I asked Buraglia if he has fabricated and/or alter any documents during [redacted] background investigation. Buraglia said, *"Yes."* I asked Buraglia what he fabricated or altered. Buraglia said the residence and PD checks were fabricated. Buraglia said explained there had been a recommendation or letter from the previous Chief of Police in Pomona that he took from an old file, *"altered,"* and then put into [redacted] new file. Buraglia altered the previous

Pomona Chief's letter by adding a line recommending [redacted] for the position of a deputy sheriff. Buraglia explained some references returned with vague information; therefore, Buraglia added comments that he heard while talking to people about [redacted], or information he thought would bolster the reference.

Chief Paul Capraro's Letter

[Investigative Note]
I showed Buraglia copies of the original letter written by former Chief Paul Capraro from Pomona Police Department dated September 10, 2015, a copy of the altered Pomona Chief's letter dated October 6, 2018, and a copy of the original letter showing post-it notes having been applied to the document, one of which was covering the month, day and year.

Chief Paul Capraro left the Pomona Police Department and was not the Chief of Police when Buraglia conducted [redacted] 2018 background investigation. I read the narrative from the letter copy dated September 10, 2015, which read, *"To who it may concern, I am happy to make myself available to discuss the attributes of* [redacted] *with any potential employer. Please contact me through the below means."* Buraglia confirmed this to be a copy of the original letter. Buraglia obtained a copy of this letter from [redacted] older files, which he believes was the 2016 file.

I showed Buraglia a copy of the original letter containing two post-it notes attached, one covering the date of the letter. Buraglia believes he placed the post it note over the date when he made the initial copy so that he could change the date later. Buraglia explained that he printed out the Chief's letter, typed over it, and re-scanned it.

I read the narrative from a copy of the altered Pomona Chief's letter dated October 6, 2018, which read, *"To whom it may concern, Thank you for contacting me to discuss the attributes of* [redacted] *I am happy to recommend* [redacted] *for the position of Deputy Sheriff. I know he will be a great fit for your department."* Buraglia confirmed this document was a copy of the letter he altered. Buraglia said he altered the narrative and the date.

Reference Interview Forms

Buraglia explained that to help show [redacted] character, he reached out to all his classmates and law enforcement officers that he knew outside the department and deputies he may have known. Buraglia contacted these people and told them they would be getting a reference letter, and to fill it out. Some people who returned reference letters only provided short vague responses. To show how [redacted] would be a good addition to the department, Buraglia tried to "bolster" the letters to make [redacted] look better.

Buraglia also completed a reference letter for Sergeant Medellin at Pomona Police, even though he never received the form. Buraglia took the information he received while talking with Sergeant Medellin and inputted it onto the form for the 2018 background file.

I asked Buraglia how many *Reference Interview Forms* he submitted that were not authentic, altered, changed, information omitted, removed, or inaccurate. Buraglia said, "Less than ten."

[Investigative Note]
I showed Buraglia copies of eight Reference Interview Forms one at a time and asked him if he had made any changes to any of the forms. Below are the Buraglia's responses for each form.

Sergeant Joses Walehwa - (Dated 10/16/18)
Buraglia confirmed he did receive this form from Sergeant Walehwa. I asked Buraglia if he added, deleted, or omitted anything from the form. Buraglia said he might have added the additional remark that [redacted] would represent the department well. Buraglia did not know if he altered or changed question #12 on the form.

Deputy D. Gerlach - (Dated 10/27/18)
Buraglia did not know if he had added or deleted anything from this form.

Deputy Daniel Wei - (Dated 10/18/18)
Buraglia said, *"I don't recall specifically, but I would say 13, additional remarks. Normally the people leave those blank."*

Deputy Lindsey Rodgers - (Dated 10/1/18)
I asked Buraglia if there was anything wrong with this Reference Interview Form. Buraglia said, *"Probably 13 again."* I explained to Buraglia that Deputy Rodgers had sent him an email, explaining having trouble converting the letter to a word document. I told Buraglia that he had responded, saying that he would cut and paste it. Buraglia recalled getting an email like that; however, he could not recall if it was Deputy Rodgers who had sent the email. He remembered taking the answers from the email body and putting them on the reference interview form.

Deputy Marina Ramirez (Dated 11/2/18)
I asked Buraglia if there was anything wrong with this form, particularly questions #1, #10, and #12. Buraglia said, *"Um...12 probably is like the additional remarks. She probably just answered yes, and then I probably added the rest of that."* Buraglia did not know about questions #1 or #10, but did recall Deputy Ramirez calling him several times when she received the form. Buraglia explained that question #12 was likely altered based on the amount of writing it contained, but he was not sure.

Deputy Cynthia Green - (Dated 10/20/18)
Buraglia said either Deputy Green or Deputy Angelina Cortez had told him via text telling Buraglia to fill the form out and that they have his back because [redacted] is a good guy.

Deputy Angelina Cortez – (Dated 10/17/18)
Other than what he mentioned while showing Deputy Green's letter, Buraglia was unsure about the accuracy of Deputy Cortez's letter.

Deputy Rebecca Strom - (Dated 10/17/18)
I asked Buraglia to tell me if this form was accurate. Buraglia said, *"Maybe 13, I'm going to say 13."* Buraglia explained that Deputy Strom and [redacted] were friends outside the academy, and she knew he was in the background process. Buraglia possibly saw Deputy Strom at a badge pinning ceremony in passing. Deputy Strom had made some comments, and Buraglia told her she needed to put that on a reference sheet and send it back.

Buraglia said, *"She sent me something, and I added stuff to it, but I don't remember what."* I told Buraglia that he went to great lengths to get references for [redacted]. I asked Buraglia if that was something he normally did for every candidate. Buraglia said, *"Uh, I wouldn't say its normal."* I asked if he had gone to these lengths for other candidates. Buraglia said, *"Not to this extent, no."*

There were several other references contained in the 2018 background file, and I asked Buraglia if any other references were potentially inaccurate. Buraglia said, *"Um, no."* Buraglia and his representative later clarified that after having reviewed the stack of other references, none of the other references stood out to him. However, he could not commit for sure that he did not alter any of these letters because he does not remember.

Personal History Statement (2018)

I asked Buraglia if the Personal History Statement (PHS) in the 2018 background file was accurate. Buraglia said, *"No."* Buraglia told me the PHS was *"missing a lot of information from the other ones."* [redacted] filled out the PHS and gave it to Buraglia on the wrong PHS form. Buraglia transferred the information over to the correct form.

[Investigative Note]
I showed Buraglia a copy of [redacted] *Personal History Statement from the 2018 background investigation file.*

Buraglia confirmed that the PHS copy was [redacted] PHS from the 2018 background file. Buraglia said [redacted] signed the PHS and denied having signed the PHS himself. When Buraglia transferred/populated the information to the correct form, he took the one-sheet home to [redacted] to sign and left the rest of the packet because it was already put together nicely. I asked Buraglia if he added or omitted anything from [redacted] PHS before he sent the document to Dr. Saxe (department psychologist). Buraglia said, *"I sent in one that was...um...um, had everything on it. This one did not."* The PHS Buraglia sent to Dr. Saxe was different from the PHS included when he finalized the 2018 background investigation. Buraglia explained that he sent a complete PHS to Dr. Saxe because she is known to disqualify candidates if the PHS is not accurate. Buraglia final PHS omitting information was submitted with his *Final Review* after his background investigation. Buraglia omitted some of the departments [redacted] applied to, [redacted] previous drug use, and the reason [redacted] was terminated at Pomona Police Department. Buraglia never mentioned anything about the social media policy being violated while [redacted] was employed at the Pomona Police Department or his previous use of Cocaine and Ecstasy before military deployment in 2006 or 2007. I asked if [redacted] police contacts and/or arrests were omitted.

Buraglia omitted [redacted] arrest for underage drinking (DUI) in the 2018 PHS. I asked Buraglia if he omitted this information to make the file look better. Buraglia said, *"Yes."* I asked Buraglia if [redacted] asked him to change the PHS. Buraglia said, *"No."* When [redacted] provided Buraglia his 2018 PHS, the PHS was on the wrong form and had some information omitted. Buraglia "corrected" [redacted] PHS before sending it to Dr. Saxe to match [redacted] 2016 PHS.

[Investigative Note]
I showed Buraglia a copy of an email sent from [redacted] to Buraglia dated October 8, 2018. [redacted] attached his 2018 PHS to the email. The narrative in the email from [redacted] stated, "You can remove what needs to be such as PD's on the last page or whatever. It's a live document so as you type it adjust everything so there's additional pages created."

When asked, Buraglia remembered this email, and he believes he had forwarded it to his work email. Buraglia said he needed [redacted] PHS because he was going to cut and paste to make it easier to transfer the information from the old version of the PHS to the new version of the PHS. I asked Buraglia if he should ever do that. Buraglia said, *"No. The applicant really should do it themselves, absolutely."*

I asked Buraglia if he believed that fabricating the documents and excluding information in his investigation would improve the likelihood of [redacted] being hired as a deputy sheriff. Buraglia said, *"Yes."*

I asked Buraglia if he intentionally omitted, deceived, or mislead anyone in his investigation of [redacted] in 2018. Buraglia said, *"Yes."* I asked him whom he deceived or mislead. Buraglia said, *"um the hiring, everybody in the hiring process."* I asked Buraglia, who? Buraglia said, *"Um...Sergeant, Lieutenant, Captain, Admin."*

Buraglia denied omitting [redacted] child custody documentation in the 2018 background file, citing that the information should be included with the divorce paperwork.

I asked Buraglia if, at some point, he had stored previous background files at home. Buraglia said, *"Yes."* I asked him how many of [redacted] previous background files he had stored at home. Buraglia said, *"The last three. All of them."* When Buraglia was transferred to North Investigations from the background unit, Buraglia took about seven cases he continued to work on. Buraglia said he was permitted to have background files at home with permission, and Buraglia said he did have permission for all three files. Buraglia explained that usually, investigators are given the previous files before you even sit down with the candidate. Buraglia said investigators are supposed to put all the files together when the investigation is completed. Buraglia said on one occasion, he had seen Investigator Silva (Background Unit) submit only one file and add the previous files at a later time. I asked Buraglia if he took documents from old files and shuffled them into the 2018 file. Buraglia said, *"Yes."* I asked if he was allowed to do that. Buraglia said, *"No."* I asked him if he took documents from old files, altered and changed them, and placed them in the 2018 file. Buraglia said, *"Yes."* I asked him if he was permitted to do that. Buraglia said, *"No."*

At the request of Buraglia and his representative, a break in the interview was taken at about 1040 hours. The interview resumed at about 1113 hours. Buraglia understood that all admonishments and advisements were still in effect.

ProfStds Database

Buraglia explained that the database is used for investigators to track where the applicant is in the process. Investigators are supposed to input the dates for appointments throughout the background process. Investigators also put notes if they pass or fail anything and notes regarding the investigators' interaction with the candidate.

Buraglia explained that [redacted] *Early Review* was not present in the database for 2016. I asked Buraglia if any of the information he input into the database was for the betterment of [redacted] getting hired. Buraglia said, "Yes." Buraglia said his input was very vague. Buraglia said one of the previous entries (believed to be 2012) indicated [redacted] previous drug use included Ecstasy and Cocaine, and Buraglia thinks he changed it to Marijuana use. Buraglia said, *"That was a change that I made, but other than that, I didn't really mess with that system, because it tracks like every time you log-in and what you do."*

Final Review Memorandum (November 2, 2018)

I showed Buraglia a copy of the Final Review for the 2018 investigation. Buraglia confirmed it was a copy of the Final Review he wrote. I asked Buraglia if it was accurate. He said, *"No."* When asked why it was not accurate, Buraglia said, *"Um, because that's based off the PHS that is inaccurate, and that's not accurate."* I asked Buraglia whom he submitted that final review to. He said, "I turned it in to the PSD Sergeant." At the time, the PSD Sergeant was Sergeant Ryan Anderson, who had been there for one or two months.

Buraglia was advised about the problematic social media posts from Investigator Dinh. Buraglia explained he had preemptively written a follow-up to the Final Review in case it was needed. The follow up was ultimately never requested, and he never turned or emailed the report to anyone.

I asked Buraglia, looking back on the investigation, should [redacted] ever been hired as a DST for our department. Buraglia said, *"Never."* Buraglia explained that [redacted] did not have a role in the untruthful background investigation. Instead, he put his confidence in Buraglia since he was a background investigator and could explain that he was not a bad guy. Buraglia denied he and [redacted] conspired to submit an untruthful background investigation to get him hired.

I asked Buraglia is anyone ever told him that [redacted] was not hirable based on previous background investigations. He said, *"Yes."* I asked Buraglia, who? He said, *"Rachel"* (Puckett). Buraglia confirmed having talked to Retired Sergeant Rebecca Contreras about [redacted] a couple of times. The first conversation related to it was too soon to hire [redacted] citing that [redacted] needed to show more growth and maturity and make good decisions over a consistent amount of time. During another conversation, Sergeant Contreras told him she did not think [redacted] was a bad guy, but with the way the Administration was, she did not know if it was his time. Buraglia confirmed that Sergeant Contreras left PSD on leave and that he was an acting sergeant for two to three weeks. Buraglia denied utilizing the timeframe Sergeant Contreras was on leave, and Sergeant Anderson coming into PSD as a new sergeant to process [redacted] background file. I asked him if he deceived Sergeant Anderson when he submitted [redacted] 2018 background file. Buraglia said, *"I mean the file its self was inaccurate, so yes."*

Sergeant Wigginton asked Buraglia what else was supposed to be included when investigators turn in the final review and completed background file to the sergeant. He said, *"Um...all of the other files."* Buraglia confirmed this included all previous recruitment for any classification of employee. Sergeant Wigginton asked what other recruitment files were turned in for [redacted] during the *Final Review*. Buraglia said, *"Um...none of them."* Sergeant Wigginton asked, why? He said, *"To help him get hired."* Buraglia was asked if he intentionally did not turn in the extra files so that it would be a standalone file to increase [redacted] odds of being hired. Buraglia said, *"Yes."* When Buraglia turned in [redacted] final review and file, the other files were at his residence. Buraglia said he had taken the files home while working on them, and never returned them after.

I asked Buraglia if looking back on it now, was [redacted] a good candidate for a peace officer position. He said, *"Absolutely not."* I asked him if [redacted] should have even been hired. He said, *"No."*

I asked Buraglia if he knew he was likely committing a crime by fabricating official records and excluding information from his investigation to mislead the agency and benefit [redacted] He said, *"I did not."*

I asked Buraglia if he believed his actions and standard of conduct was what the public expects from a peace officer. He said, *"No."*

I asked Buraglia if he believed his actions created potential liability to himself and the department. He said, "Yes."

I asked Buraglia if he believed his actions in the background unit brought discredit to himself, the department, and the law enforcement profession. He said, *"Yes."*

I asked Buraglia, looking back today, would he have done anything differently. He said, *"Yes."*

I asked him what he learned and what he would do differently. Buraglia emotionally responded by explaining the difficulties he has experienced with his sexuality, and that is something he struggles with. He explained that the pictures from the social media post made him angry then and they make him angry now. Buraglia realizes there is a reason for the process, and that he took that process away from the department. The department is his dream because he bleeds green and has never wanted to do anything else but this. Buraglia knows the decision to hire someone was not his to make, and he knows he took that from the department. There is not a day that goes by when he doesn't ask himself what he was thinking. He has had a lot of time to reflect and it makes him *"sick."* Buraglia feels he should have had the *"backbone"* to tell [redacted] not to apply and look at other options. What he did wrong "haunts" him every day, and he does not forgive himself for his actions.

I asked Buraglia if he ever thought he would get away with his actions. He replied, saying no, and thought if it ever came up maybe, [redacted] would have established himself as a good deputy. Buraglia always rooted for the underdog applicant and always saw their value and worth.

Buraglia confirmed having been truthful and honest during this interview.

I asked Buraglia what he wanted the Administration to know. Buraglia said he was sorry, has reflected on his actions and learned. All Buraglia wants to do is prove he is not that guy and that this does not define him. Buraglia's representative asked him if this will ever happen again, and Buraglia said, *"No."*

The interview was concluded at about 1146 hours.

End of interview

Included and/or Attached for Review:

- **1 CD**
  - **IA Interview**
- **Internal Memorandum**
- **Pomona Police Chief's Letter**
- **2018 Background Documents**
- **2018 Personal History Statement**
- **Social Media Posts**