

EXHIBIT 29

[Exempt From Filing Fee
Government Code § 6103]

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COUNTY OF LOS ANGELES

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

11
12 COUNTY OF LOS ANGELES,

13 Petitioner/Plaintiff,

14 v.

15 ALEX VILLANUEVA, Sheriff of Los Angeles
County Sheriff's Department; CAREN CARL
16 MANDOYAN, an individual; LOS ANGELES
COUNTY SHERIFF'S DEPARTMENT; and
17 DOES 1 through 10, inclusive,

18 Respondents/Defendants.

CASE NO. 19STCP00630

**DECLARATION OF MARY WICKHAM
IN SUPPORT OF
PETITIONER/PLAINTIFF COUNTY OF
LOS ANGELES' EX PARTE
APPLICATION FOR TEMPORARY
RESTRAINING ORDER AND ORDER TO
SHOW CAUSE**

Filed Concurrently with Application for
Temporary Restraining Order and Order to
Show Cause; Request for Judicial Notice;
Declarations of Castellano, Garrett, Hashmall,
and Naimo; Motion to Seal; and [Proposed]
Orders

Assigned for All Purposes to:
The Hon. Mitchell L. Beckloff, Dept. 86

Action Filed: March 4, 2019
Trial Date: None set

MILLER BARONDESS, LLP

ATTORNEYS AT LAW
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TELEPHONE 552-4400 FAX 310-552-8400

DECLARATION OF MARY WICKHAM

1
2 I, Mary Wickham, declare as follows:

3 1. I am the County Counsel for the County of Los Angeles. I have personal
4 knowledge of the facts set forth herein. If called as a witness, I could and would competently
5 testify to the matters stated herein. I make this declaration in support of the County's Ex Parte
6 Application for Temporary Restraining Order and Order to Show Cause.

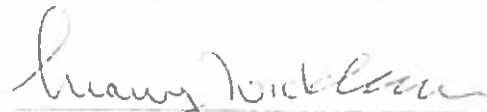
7 2. On February 5, 2019, personnel from the Office of the Auditor-Controller notified
8 me that the Sheriff's Department was requesting back pay for Caren Carl Mandoyan pursuant to a
9 December 28, 2018 settlement agreement and subsequent amendment dated January 17, 2019
10 entered into by Mr. Mandoyan and personnel in the Sheriff's Department.

11 3. The Office of the County Counsel has sole and exclusive authority over civil
12 actions and proceedings involving or concerning the County or a County officer. Neither I nor
13 anyone in the Office of the County Counsel approved Mr. Mandoyan's settlement agreement with
14 the Sheriff's Department.

15 4. Attached hereto as Exhibit A is a true and correct copy of the settlement agreement
16 between the Los Angeles County Sheriff's Department and Caren Carl Mandoyan, dated
17 December 28, 2018 and amended on January 17, 2019, that we did not approve.

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

20 Executed on this 15th day of March, 2019, at Los Angeles, California.

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23 Mary Wickham
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INDEX OF EXHIBITS TO THE DECLARATION OF MARY WICKHAM

Exhibit No.	Description	Pg. No.
A.	Settlement Agreement between the Los Angeles County Sheriff's Department and Caren Carl Mandoyan, dated December 28, 2018 and amended on January 17, 2019	4-10

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EXHIBIT A

SETTLEMENT AGREEMENT

PRELIMINARY STATEMENT

This Agreement is entered into between the Los Angeles County Sheriff's Department (hereinafter referred to as "Department") and Deputy Caren Mandoyan, Employee No. 473892 (hereinafter referred to as "Deputy Mandoyan").

RECITALS

The Department and Deputy Mandoyan are interested parties in a dispute and desire to settle any and all matters involving Internal Affairs Bureau's Investigation No. 2383392 and under Civil Service No. 16-276. The parties desire to resolve all disputes arising as the result of that investigation, the Civil Service matter, and to avoid litigation and any and all administrative processes upon the terms and conditions hereinafter set forth.

NOW AND THEREFORE, the Department and Deputy Mandoyan for and in consideration of the mutual covenants herein, agree as follows:

1. The Department, upon execution of this Settlement Agreement, shall rescind the discharge action that was imposed on September 14, 2016, pursuant to Internal Affairs Bureau's Investigation No. 2383392.
2. Both parties agree and understand that Deputy Mandoyan's Performance Recording and Monitoring System will state "Founded" under Internal Affairs Bureau's Investigation No. 2383392 in violation of Department's Manual of Policy and Procedures Sections 3-01/030.05, General Behavior; and/or 3-01/030.15, Conduct Toward Others, on or about or between March 2013 and July 2015, while off duty, Deputy Mandoyan, who was involved in a personal/intimate relationship with Deputy Amber Taylor, exercised poor judgment and decision making skills, when he failed to treat her in a respectful, courteous and civil manner. Deputy Mandoyan will receive a suspension of twelve (12) days for these violations.
3. Both parties agree and understand that Deputy Mandoyan's Performance Recording and Monitoring System will state "Unresolved" under Internal Affairs Bureau's Investigation No. 2383392 for allegation of violations of the Department's Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, as it pertains to 273.5 P.C., Domestic Violence, and/or 594 P.C., Vandalism, and/or 3-01/030.16, Family Violence., on or about September 1, 2014.

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DEPUTY CAREN MANDOYAN #473892
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4. Both parties agree and understand that Deputy Mandoyan's Performance Recording and Monitoring System will state "Unresolved" under Internal Affairs Bureau's Investigation No. 2383392 for the allegation of violations of the Department's Manual of Policy and Procedures Sections 3-01/030.05, General Behavior; and/or 3-01/030.15 Conduct Toward Others, and/or 3-01/030.10, Obedience to Laws, Regulations and Orders, as it pertains to 602 P.C., Trespassing, and/or 459 P.C., Burglary); on or about March 2013 to July 2015, while off duty.
5. Both parties agree and understand that Deputy Mandoyan's Performance Recording and Monitoring System will state "Unresolved" under Internal Affairs Bureau's Investigation No. 2383392 for the allegation of violations of the Department's Manual of Policy and Procedures Sections 3-01/030.05, General Behavior; and/or 3-01/030.10, Obedience to Laws, Regulations and Orders, and/or 3-01/050.30, Off-Duty Incidents, on or about July 14, 2015.
6. Both parties agree and understand that Deputy Mandoyan's Performance Recording and Monitoring System will state "Unresolved" under Internal Affairs Bureau's Investigation No. 2383392 for the allegation of violations of the Department's Manual of Policy and Procedures Sections 3-01/040.69; Honesty Policy, and/or, 3-01/040.70 Dishonesty/False Statements; and/or, 3-01/040.75 Dishonesty/Failure to Make Statements and/or Making False Statements During Departmental Internal Investigations, on or about July 14, 2016.
7. Both parties agree and understand that Deputy Mandoyan's Performance Recording and Monitoring System will state "Unfounded" under Internal Affairs Bureau's Investigation No. 2383392 for the allegation of violations of the Department's Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, as it pertains to 273.5 P.C., Domestic Violence, and/or 594 P.C., Vandalism, and/or 3-01/030.16, Family Violence, on or about September 1, 2014, while off duty.
8. Both parties agree and understand that Deputy Mandoyan's Performance Recording and Monitoring System will state "Unfounded" under Internal Affairs Bureau's Investigation No. 2383392 for the allegation of violations of the Department's Manual of Policy and Procedures Sections 3-01/030.05, General Behavior; and/or 3-01/030.15 Conduct Toward Others, and/or 3-01/030.10, Obedience to Laws, Regulations and Orders, as it pertains to 602 P.C., Trespassing, and/or 459 P.C., Burglary); on or about March 2013 to July 2015, while off duty.

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9. Deputy Mandoyan agrees to waive any and all future administrative and/or judicial remedies with respect to this matter and Internal Affairs Bureau No. 2383392, Writ of Mandate # BS 174714 and Civil Case # BC 719337. This waiver shall include, but not be limited to, appeals to the Los Angeles County Civil Service Commission, Los Angeles County Employee Relations Commission and/or the Los Angeles Superior Court. He also agrees to file requests for dismissal of both his civil lawsuit and Writ of Mandate within ten (10) court days of the signing of this agreement by all parties.
10. Deputy Mandoyan will serve his twelve (12) day suspension from the date of imposition date of September 14, 2016 through September 29. His date of return to the department will be September 30, 2016. In addition, the Department will pay Deputy Mandoyan full back pay at the rate of Deputy Sheriff Generalist from the date of September 30, 2016 through the date of this signed Settlement Agreement. Furthermore, Deputy Mandoyan shall be restored to the position of Deputy Sheriff Generalist and made whole with medical benefits and LACERA retirement (Plan B). The Department shall restore all time variances that Deputy Mandoyan had prior to September 14, 2016 (sick, sick personal, vacation, excess vacation, holiday, percentage, and save time).
11. Deputy Mandoyan acknowledges and agrees that he has been provided the opportunity to consult with a labor representative and/or attorney regarding the terms and conditions of this Settlement Agreement.
12. The parties further agree that this Settlement Agreement shall not be considered, cited, or used in future disputes as establishing past precedent or past employment practice. This Settlement Agreement resolves the dispute between Deputy Mandoyan and the Department, and is not to be applied to any other facts or disputes.
13. In consideration of the terms and conditions set forth herein, Deputy Mandoyan agrees to fully release, acquit, and forever discharge the County, and all present and former officers, employees and agents of the County and their heirs, successors, assigns, and legal representatives from any and all liability whatsoever for any and all claims arising out of or connected with the employment relationship between the County and Deputy Mandoyan concerning the subject matter referred herein. Additionally, Deputy Mandoyan specifically acknowledges that he has not been the subject of discrimination in any form, including, but not limited to, discrimination, retaliation or harassment, based upon age, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital

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DEPUTY CAREN MANDOYAN #473892
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status, parental status, sexual orientation or gender and that he has no claim against the Department for any such discrimination, whether any such claim is presently known or not known by him.


14. Deputy Mandoyan further agrees to relinquish and expressly waives all rights conferred upon him by the provisions of 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 favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

15. Each party hereto represents and agrees that he or it has carefully read and fully understands all of the provisions of the Settlement Agreement and that he or it is voluntarily, without any duress or undue influence on the part of or on behalf of any party, entering into this Settlement Agreement.
16. This Settlement 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 Settlement Agreement, including signatures, shall be deemed to constitute evidence of the Settlement Agreement having been executed.
17. The date of the last signature placed hereon shall hereinafter be known as the "date of execution" and the "effective date" of this Settlement Agreement.
18. The parties agree that the foregoing comprises the entire Settlement Agreement between the parties and that there have been no other promises made by any party. Any modification of this Settlement Agreement must be in writing.

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I have read the foregoing Settlement Agreement, and I accept and agree to the Provisions contained therein and hereby execute it voluntarily and with full understanding of its consequences.



DEPUTY CAREN MANDOYAN, #473892

12-28-18
Date

For the Department:




ELIEZER VERA, CHIEF
CENTRAL PATROL DIVISION

12/28/18
Date

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT
"A Tradition of Service Since 1850"

DATE: January 8, 2019
FILE NO: 2383392

OFFICE CORRESPONDENCE

FROM:  ELIEZER VERA, CHIEF
CENTRAL PATROL DIVISION

TO: TIMOTHY K. MURAKAMI
ASSISTANT SHERIFF


SUBJECT: REINSTATEMENT - CARL MANDOYAN EMPLOYEE NO. 473892

The Department and Deputy Mandoyan are interested parties in IAB Investigation No 2383392. The Department and Deputy Mandoyan entered into a settlement agreement on December 28, 2018, resulting from Civil Service No. 16-276, with the following details:

The Department's truth and reconciliation panel convened on December 21, 2018. The committee recommended rescindment of the discharge and the imposition of a twelve (12) day suspension.

I am requesting approval to reinstate Deputy Carl Mandoyan to full-duty, as of December 30, 2018.

Please make any necessary changes in your records to reflect the attached Settlement Agreement. If you have any questions regarding this matter, please contact me at (213) 229-3036.

APPROVED/DENIED:  01/08/19
TIMOTHY K. MURAKAMI DATE
ASSISTANT SHERIFF

EV:SMC:sc

AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment to a Settlement Agreement (hereinafter, "Amendment") is entered into between the Los Angeles County Sheriff's Department, (hereinafter referred to as "Department"), and Caren Mandoyan, Employee Number 473892, (hereinafter referred to as "Deputy Mandoyan").

This Amendment modifies the Settlement Agreement between the parties which was signed by Deputy Mandoyan and Chief Eliezer Vera on December 28, 2018 (hereinafter referred to as "Settlement Agreement.") The Settlement Agreement and this Amendment resolves all issues involved under IAB No. 2383392 and Civil Service No. 16-276, upon the terms and conditions hereinafter set forth.

Now, therefore, the Department and Deputy Mandoyan, for and in consideration of mutual covenants contained in the Settlement Agreement and herein, agree as follows:

1. Except as specifically modified in this Amendment, the Settlement Agreement remains in effect.
2. Number Paragraph 10 Deputy Mandoyan will serve his twelve (12) day suspension from the date of imposition date of September 14, 2016 through September 25, 2016. His date of return to the department will be September 26, 2016. In addition, Deputy Mandoyan will be reimbursed back pay and benefits from September 26, 2016 through December 27, 2018. Deputy Mandoyan's back pay should be reimbursed as soon as practicable, but not to exceed six (6) months. Deputy Mandoyan will be required to fill out a Declaration of Earnings within a thirty (30) day period, in order to receive back pay. Furthermore, Deputy Mandoyan shall be restored to the position of Deputy Sheriff Generalist and made whole with medical benefits and LACERA retirement (Plan B). The Department shall restore all time variances that Deputy Mandoyan had prior to September 14, 2016 (sick, sick personal, vacation, excess vacation, holiday, percentage, and save time. Deputy Mandoyan, upon his return to work on December 28, 2018, will be assigned to South Los Angeles Sheriff's Station.

I have read the foregoing Amendment to Settlement Agreement and I accept and agree to the provisions contained therein and hereby execute it voluntarily and with full understanding of its consequences. I further acknowledge that I have been afforded the opportunity to consult with legal counsel prior to signing this Amendment.



DEPUTY CAREN MANDOYAN, #473892

1/17/19

Date

For the Department:



ELIEZER VERA, CHIEF
CENTRAL PATROL DIVISION

1/17/19

Date