## AGREEMENT REGARDING PROPOSED DISCIPLINE

This document represents an agreement between the City of Los Angeles, the Los Angeles Police Department and the Chief of Police Michel R. Moore (hereinafter collectively referred to as "the City") and Detective I Tommy Thompson, Serial No. 33086, a member of the Los Angeles Police Department (hereinafter referred to as "Thompson")

WHEREAS the City has conducted an investigation regarding alleged misconduct involving Thompson, which has resulted in personnel complaint, CF No. 23-000735 being brought against Thompson, and,

WHEREAS the parties desire to reach a settlement in the above-referenced disciplinary proceedings in lieu of further administrative or judicial adjudication of the charge, and,

WHEREAS the parties agree that this AGREEMENT REGARDING PROPOSED DISCIPLINE (AGREEMENT) is not an admission by either party to any unlawful or wrongful acts by themselves, their agents or representatives;

NOW THEREFORE, the City and Thompson, in consideration of the mutual covenants within, agree as follows:

1. The City shall amend personnel complaint, CF No. 23-000735 as follows:

**Count One.** On or about March 14, 2023, while on-duty, were involved in a hit and run traffic collision while operating a Department vehicle.

**Count Two.** On or about March 14, 2023, while on-duty, operated a Department vehicle, while under the influence of alcohol and prescription medication, resulting in your arrest.

**Count Three.** On or about March 17, 2023, while off-duty, operated your privately-owned vehicle, while under the influence of alcoholic beverages in your arrest.

**Count Four.** On or about March 17, 2023, while off-duty, provided an inaccurate statement to an outside agency when you stated that you did not consume any alcoholic beverages prior to operating your personally-owned vehicle.

The City will find said charge, Counts 1-4 to have been **SUSTAINED** against Thompson and will re-classify Counts 1-4 from **Sustained /Directed BOR** to a **disciplinary penalty of 22 Suspension Days** (working days), The penalty of 22 (working days) suspension will be served upon execution of this **AGREEMENT**.

***I have read this page & agree with its terms & conditions: Initials:*** T.T. ***Date:*** 2/21/24

BY STEWART POWELL, WITH PERMISSION. SPW

2. By acceptance of the above charge and sustained and the penalty imposed, Thompson agrees that there is factual basis for said discipline. Thompson acknowledges that the charges sustained, and the discipline imposed will be reflected in his personnel record and TEAMS report.

3. Thompson by signing this AGREEMENT, acknowledges that he has been apprised of his due process rights and the procedures available to contest such action, and, that he hereby explicitly waives all rights and remedies available either under the Los Angeles City Charter or state law in order to effectuate this AGREEMENT.

4. Thompson understands and agrees that effective February 13, 2024, he was Relieved From Duty (RFD) pending a directed BOR hearing for a period of thirty (30) calendar days thereafter, he did not suffer any loss of compensation.

5. Thompson will not initiate or pursue any further legal remedy of whatever kind against the City or its employees, any claims against the City and its employees, any appeals or other administrative proceedings, nor seek any other remedies available under the Los Angeles City Charter, state or federal law arising from the facts and circumstances which gave rise to the investigation, the personnel complaint, and its resolution as reflected in this AGREEMENT. Notwithstanding any language to the contrary herein, the parties expressly agree that Thompson shall retain all legal rights and remedies to which he is entitled as a matter of law in any Workers Compensation action or to receive such Workers Compensation benefits as are allowed by law resulting from the incident which gave rise to the investigation.

6. Thompson agrees to, and does, fully release, acquit, and forever discharge the City, and all present and former officers, employees and agents of the City from any liability for any and all claims arising out of or in connection with the facts and circumstances which gave rise to this investigation, the personnel complaint, and the proposed disciplinary action.

7. Thompson agrees and acknowledges that any or all of the documents described in this AGREEMENT (including this AGREEMENT) shall be entered into his "general" personnel file (as defined in Penal Code §832.5) or any other file used for personnel purposes, and that said documents can be construed as comments adverse to his interests. Therefore, Thompson understands and acknowledges that these documents will be part of his personnel record as comments adverse to his interests.

In addition, he understands that he holds certain due process rights under the Los Angeles City Charter, state and federal law and that both the Los Angeles City Charter and

state law provide specific due process procedures to be accorded an employee when such disciplinary actions are taken.

**Thompson agrees to participate in the following terms and conditions (paragraphs 8, 9, 10, 11) as part of this Settlement Agreement and Rehabilitation Program:**

**For the period of (3) YEARS, while employed with the Los Angeles Police Department and after signing this AGREEMENT, Thompson agrees to:**

**8. Abstain from the use of all alcoholic beverages while employed by the Los Angeles Police Department.**

**9. While off-duty, do not enter any establishment whose primary business is selling alcoholic beverages.**

**10. While off-duty, do not purchase any alcoholic beverages.**

**11. Submit to a substance testing up to three times a month,** on the request of a supervisor. The testing can include breath, blood or urine, as directed by a supervisor. If a breath test is given and the results indicate the presence of alcohol, Thompson agrees to immediately provide a blood or urine sample, as directed by a supervisor, to confirm results. Thompson further agrees to participate in these tests on both an on and off duty basis and will cooperate fully with Department Supervisor in the administration of any on or off duty test. Thompson's cooperation would include providing a breath sample to a supervisor who may respond to his residence. If that breath sample indicates the presence of alcohol, Thompson will be placed on-duty and accompany the supervisor to conduct further alcohol testing. Thompson's off-duty participation in the breath test process is part of his acceptance of this contract and will not be subject to compensation by the Department.

12. **Submit to unscheduled, unannounced, directed testing for controlled substances up to (5) five times a month, by a Department supervisor.** The testing may include blood or urine, and/or hair samples as directed by a supervisor. Thompson further agrees to participate in these tests on and off duty and will cooperate fully with Department supervisor in the administration of any on or off duty test. **However, nothing in the AGREEMENT shall be interpreted to interfere with Thompson's necessity to use prescribed medication as directed by his physician;** and complying with usage of prescribed medication at the prescribed levels and dosages indicated by his physician. Furthermore, Thompson shall refrain from operating a vehicle or heavy machinery when taking prescribed

medication with side effects that may cause drowsiness, and/or the ability to carefully operate a motor vehicle or machinery when using the prescribed medication as indicated.

13. Thompson understands and agrees that the consideration provided for this AGREEMENT is intended to release and discharge any and all claims or damages under the Age Discrimination in Employment Act of 1967, as amended, 29 U. S. C. Section 621, et seq. Thompson represents that before signing this AGREEMENT, he has consulted with an attorney of his own choosing regarding the release of any such claims that he may have as a result of the alleged acts or omissions of the City and Thompson has been advised that he has twenty-one (21) days to consider this AGREEMENT and that he has seven (7) days after the date on which he signs this AGREEMENT within which to revoke it. Thompson knowingly and intentionally waives the twenty-one (21) day period for consideration of this AGREEMENT and the seven (7) day revocation period.

14. In consideration for the City doing the actions set forth herein and for the City's acting in compliance with the promises and representations set forth in this AGREEMENT, Thompson hereby releases and forever discharges the City, its past, present and future officers, directors, attorneys, agents, servants, representatives, and employees, and its past, present and future boards, commissions, departments, subsidiaries, affiliates, partners, predecessors, successors-in-interest and assigns, and all other persons, firms, or corporations, of and from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, expenses, and compensation of any nature whatsoever, whether for compensatory, punitive or any other form of damages, which he now has, or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of or related to, any matters, acts or omissions arising out of, or related to, the claims which are the subject of this investigation, the personnel complaint, and its resolution as reflected in this AGREEMENT, including, but not limited to, any and all known or unknown claims for bodily and personal injuries to Thompson, and the consequences thereof, which have resulted or may result from the alleged acts or omissions of the City. This release and discharge shall be a fully binding and complete settlement between the parties to this AGREEMENT and all parties represented by or claiming through such parties.

Thompson further understands and agrees that the actions taken, are intended to release and discharge any and all claims or damages which Thompson does not know or suspect to exist at the time of his execution of this AGREEMENT and Thompson hereby waives any rights under Section 1542 of the Civil Code of the State of California 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. This AGREEMENT contains the entire AGREEMENT between Thompson and the City with regard to the matters set forth in it and shall be binding upon and inure to the benefit, jointly and severally, of Thompson and the City and the executors, administrators, personal representatives, heirs, successors and assigns of each. Any prior agreements, promises, negotiations or representations, whether written or oral, relating to the subject matter of this AGREEMENT which are not expressly set forth in this AGREEMENT are of no force or effect. Any amendment or modification of this AGREEMENT must be in writing and signed by both parties.

16. In entering into this AGREEMENT, each of the parties' represent that he has had the opportunity to seek the advice of his counsel of choice regarding the terms of this AGREEMENT, that those terms are fully understood and voluntarily accepted by each of the parties.

17. The parties agree that this AGREEMENT shall not be used as evidence in any future proceedings except in the event either party claims a breach of the AGREEMENT or desires to enforce the provisions of the AGREEMENT in litigation and/or administrative proceedings. In addition, the parties agree that this AGREEMENT shall not have precedential value in any other proceedings or for any other sworn employee employed by the City.

18. The parties also agree that 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 AGREEMENT.

19. Should any provision of this AGREEMENT be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and shall remain with full force and effect, and said illegal or invalid part, term, or provision shall be deemed not to be part of the AGREEMENT.

20. This AGREEMENT shall be effective on the date of execution by Thompson and the
Chief of Police and if those signatures are on different dates, the effective date of this

AGREEMENT shall be the latest of those dates.

21. Jurisdiction over any disputes arising from the AGREEMENT shall be in the Superior Court of the County of Los Angeles.

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*I have read this page & agree with its terms & conditions: Initials:* TT *Date:* 2/22/24

This AGREEMENT consists of seven pages.

I, THE UNDERSIGNED EMPLOYEE OF THE LOS ANGELES POLICE DEPARTMENT HAVE CAREFULLY READ AND CONSIDERED EACH PROVISION IN THIS AGREEMENT. IN ADDITION, I ACKNOWLEDGE THAT THE DEPARTMENT HAS ENCOURAGED ME TO CONSULT WITH LEGAL COUNSEL OF MY CHOICE AND I HAVE DONE SO. I HAVE ALSO CAREFULLY CONSIDERED BOTH THE ADVANTAGES AND DISADVANTAGES THE AGREEMENT WOULD GIVE ME. IN RECOGNITION OF THOSE ADVANTAGES, I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE MY RIGHT TO AN ADMINISTRATIVE APPEAL OR JUDICIAL REVIEW OF THE DEPARTMENT'S ADJUDICATION OF OR PENALTY FOR THE ALLEGED MISCONDUCT UNDERLYING THIS AGREEMENT.

Dated: 2/22/2024

TOMMY THOMPSON, DETECTIVE I
Los Angeles Police Department

Dated: 2.21-24

MICHEL R. MOORE, Chief of Police
Los Angeles Police Department

APPROVED AS TO FORM AND CONTENT:

Dated:

Stewart Powell, Attorney
Attorney for Thompson

Dated: 2/22/24

Representative for the City of Los Angeles

***I have read this page & agree with its terms & conditions: Initials:*** TT ***Date:*** 2/22/2024

HOBK

**LOS ANGELES POLICE DEPARTMENT**
**OFFICE OF THE CHIEF**

**BF No.** 32171
**CF No.** 23-000735

**IN THE MATTER OF**
Tommy Thompson, # 33086

**AMENDED**
**COMPLAINT AND RELIEF FROM DUTY**
**PROPOSED REMOVAL, SUSPENSION, OR DEMOTION**

I, MICHEL R. MOORE, Chief of Police, complain against you, a member of the Los Angeles Police Department, and I hereby

☐ Direct you to a Board of Rights with the proposed penalty of removal from your employment with the Department. I also temporarily relieve you from duty as a Detective I, Code no. 2223-1 effective _____. This proposed removal and temporary relief from duty are made pending a hearing before and decision by a Board of Rights on the charge(s) set forth below. You shall not suffer a loss of compensation for thirty calendar days after the date on which you were served with the charge(s), except as provided for in subsection (q) of Charter Section 1070.

☐ Direct you to a Board of Rights with a proposed penalty of up to removal from your employment with the Department. I do not relieve you of duty pending the Board of Rights hearing. This directed action is made pending a hearing and decision by a Board of Rights for the charge(s) set forth below.

☒ Suspend you from your position as a Detective I, Code no. 2223-1 for a period of 22 working days with total loss of pay.

☐ Demote you from your position as a Detective I, Code no. 2223-1, to the position of _____, Code no. _____, effective _____.

This complaint and relief from duty, proposed removal, suspension, demotion, or suspension and demotion is made to promote the efficiency of the Los Angeles Police Department for the charge(s) set forth below:

Count 1 On or about March 14, 2023, you, while on-duty, were involved in a hit and run traffic collision while operating a Department vehicle.

Count 2 On or about March 14, 2023, you, while on-duty, operated a Department vehicle, while under the influence of alcohol and prescription medication, resulting in your arrest.

Count 3 On or about March 17, 2023, you, while off-duty, operated your privately-owned vehicle, while under the influence of alcoholic beverages resulting in your arrest.

Count 4 On or about March 17, 2023, you, while off-duty, provided an inaccurate statement to an outside agency when you stated that you did not consume any alcoholic beverages prior to operating your personally-owned vehicle.

I certify, under penalty of perjury, that the foregoing, to the best of my information, is true and correct.

Executed at Los Angeles, CA Date 2.21.24

**Chief of Police**

THE CHARTER OF THE CITY OF LOS ANGELES PROVIDES FOR A HEARING ON THESE CHARGES AND/OR APPEAL FROM THIS ACTION. SEE THE ATTACHED FORM 1.61.2 FOR SUCH PROVISIONS.

HOBK

**LOS ANGELES POLICE DEPARTMENT**
**OFFICE OF THE CHIEF**

**BF No.** 32171
**CF No.** 23-000735

## CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the above statement upon Tommy Thompson, # 33086, at 1404 hours, on FEB 22 20 24

☑ By handing the Officer a copy thereof personally at 201. N. FIGUEROA ST LOS ANGELES 90012.

☐ By forwarding a copy thereof by mail addressed to the Officer at his/her last known address at _____ in accordance with the policy established for service by mail of a Complaint and Relief From Duty, Proposed Removal, Suspension, or Demotion, Form 1.61.0.

☐ By leaving a copy at _____, the last known address.

NOTE: Attach a copy of the Form 1.61.2 to the original Complaint and Relief From Duty, Proposed Removal, Suspension, or Demotion, Form 1.61.0; to the accused Officer's copy of Form 1.61; and to any copy of those forms forwarded to Personnel Division.

**Member of the Los Angeles Police Department**

DET II K 3584 MERRIN

BF No. 32171

# REINSTATEMENT OF EMPLOYEE

**In the matter of:**

Tommy Thompson, Serial Number 33086, Hollenbeck Division, who was temporarily relieved from duty effective 2/13/24 pending a hearing before a Board of Rights.

I hereby request reinstatement in this matter pending the outcome of the Board of Rights hearing currently set for —.

| Tommy Thompson | 2/22/24 | | 35814 |
|---|---|---|---|
| **Accused Officer** | **Date** | **Witness** | |

On 2.21.24 the following decision was made:

✓ The employee is reinstated effective 2.21.24

___ The employee is to remain on Relief From Duty status.

**MICHEL R. MOORE**
**Chief of Police**

The following were notified of the above decision:

| | | |
|---|---|---|
| Capt I Celina Robles HQBC | 2/22/24 1015AM | MRMoore |
| **(Rank, Name - Employee's Division)** | **(Date/Time)** | **(Notified By)** |
| Stewart Powell | 2/21/24 1411 | MRMoore |
| **(Defense Representative)** | **(Date/Time)** | **(Notified By)** |
| | | |
| **(Other)** | **(Date/Time)** | **(Notified By)** |

original - IAD
copy to - Employee
Division of assignment
Defense Representative

Det K. Mitchell 2/22/24 1410
**(Distributed By)** **(Date/Time)**

Aug 2018