

BEFORE THE POLICE BOARD OF THE CITY OF CHICAGO

IN THE MATTER OF CHARGES FILED AGAINST)
POLICE OFFICER TABITHA L. TABB,) **No. 19 PB 2957**
STAR No. 8543, DEPARTMENT OF POLICE,)
CITY OF CHICAGO,)
RESPONDENT.) **(CR No. 1086388)**

FINDINGS AND DECISION

On June 18, 2019, the Superintendent of Police filed with the Police Board of the City of Chicago charges against Police Officer Tabitha L. Tabb, Star No. 8543 (hereinafter sometimes referred to as “Respondent”), recommending that the Respondent be discharged from the Chicago Police Department (“CPD”) for violating several Rules of Conduct, which set forth expressly prohibited acts.

A hearing on these charges against the Respondent took place before Hearing Officer Lauren A. Freeman on February 26 - 28, 2020. Following this evidentiary hearing, the members of the Police Board read and reviewed the record of the proceedings, including the Hearing Officer’s Report and the Superintendent’s response (the Respondent did not file a response to this report), and viewed the video recording of the entire evidentiary hearing. Hearing Officer Freeman made an oral report to and conferred with the Police Board before it rendered its findings and decision.

POLICE BOARD FINDINGS

The Police Board of the City of Chicago, as a result of its hearing on the charges, finds and determines that:

1. The Respondent was at all times mentioned herein employed as a police officer by the

Department of Police of the City of Chicago.

2. A copy of the charges filed, and a notice stating the date, place, and time the initial status hearing would be held, were personally served upon the Respondent not fewer than five (5) days before the date of the initial status hearing for this case.

3. Throughout the hearing on the charges, Respondent appeared in person and was represented by legal counsel.

Introduction and Hearing Evidence Summary

4. Respondent was hired by CPD in 2004. For most of her career, she was assigned to patrol areas that encompass the Chicago Housing Authority's ("CHA's") Altgeld Garden Homes ("Altgeld Gardens"), a large, low-income housing development on the far South Side. As a result, she developed strong ties to the residents of that community.

In 2010 or 2011, Respondent obtained secondary employment as a security guard for Maverick Security, Inc. ("Maverick") at Altgeld Gardens, where she worked until 2014 or 2015. The charges in this case summarily allege that on four occasions between January 2012 and September 2013, she did not adhere to proper procedures and protocols governing secondary employment of officers. More specifically, the first three specifications allege that she submitted false timesheets attesting that she had worked for Maverick during hours that she was in fact on-duty as a Chicago police officer. The fourth specification alleges that while on duty for CPD and in CPD uniform, Respondent attended a business meeting as part of her work for Maverick (specifically, a business meeting between Maverick and the CHA's Office of the Inspector General ("CHA OIG")), in violation of CPD rules and regulations. The Board finds that the Superintendent sustained his burden of proof as to the fourth specification only.

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The Superintendent presented six witnesses at the hearing, including Respondent (adversely), Juana Pollard (Director of Property Management for East Lake Management), Kenzella Greer Walton (Operations Manager for East Lake Management), Byron Brown (former Maverick security guard), Ellaye Accoh (Senior Auditor, CHA Office of the Inspector General), and Yanick Lambert-Hewett (former accountant/timekeeper for Maverick), as well as the stipulated testimony of CPD's Bureau of Internal Affairs Commander Tina Skahill (to explain the effects of a Rule 14 violation on the Department). The Superintendent's exhibits admitted at the hearing included Respondent's CPD Attendance and Assignment ("A&A") Sheets, the Security Services Agreement between East Lake and Maverick for Altgeld Gardens (effective July 1, 2010), Respondent's Maverick timesheets and invoices for the charged time periods, and a November 25, 2012 email from Respondent to Maverick's owner, Bobbi Morris, with Respondent's resume' attached.

In her case-in-chief, Respondent testified on her own behalf and presented the testimony of former security guard Enoch Smith. The exhibits admitted in Respondent's case included Byron Brown's and Enoch Smith's Maverick timesheets.

The testimony and evidence presented at the hearing established the following. Maverick (which is no longer in operation), staffed security guards for various properties, including CHA communities. CHA's property management company, East Lake Management Group, Inc. ("East Lake"), contracted with Maverick to provide security services for some CHA properties, including Altgeld Gardens. Since Altgeld Gardens had historically experienced high incidents of crime, the contract required that a certain minimum number of armed security guards patrol different areas of the property at all times. Maverick fulfilled its obligations by staffing with both off-duty police officers and civilians.

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The evidence established that in 2010 or 2011, Respondent, who was at all times an officer with the Chicago Police Department, was hired by Maverick to work as a security guard at Altgeld Gardens during her off-duty hours. By 2012, Respondent attained the supervisory position of “Director of Operation” for Maverick and was either on equal footing or positioned above James Hill, the supervisor who had hired her. Although they were supervisors, she, Hill, and other Maverick supervisors still worked shifts as security guards, as well as fulfilling their supervisory duties

At all relevant times, while Maverick security guards were paid hourly, Maverick supervisors, including Respondent, were paid a salary from Maverick’s overall profits. As a result, the specific hours that Respondent worked during shifts had no bearing whatsoever on the amount she was paid.

Although Respondent and the other salaried supervisors were not paid based on hours worked, they still submitted weekly timesheets showing the shifts and hours they purportedly worked. The evidence showed that Respondent and every Maverick Altgeld Gardens security guard submitted their timesheets in nearly exactly the same manner: by signing in and out with their *scheduled* start and end times (which Respondent referred to during her testimony as the “contract” or “contractual” times) rather than the exact times they started and ended each shift. The timesheet exhibits corroborated this point as they show that nearly all of the start and end times for the documented shifts (both for Respondent and other guards) were listed on their timesheets on the exact hour, even if the guards arrived for shifts late or left shifts early.

At the end of each week, the timesheets were delivered to a Maverick-employed timekeeper, Lambert-Hewitt, who testified at the hearing. Lambert-Hewitt testified that it was her practice to confirm the total hours documented on the timesheets accurately reflected the

total number of hours worked and the dates that the guards worked. Lambert-Hewitt testified that she would not check that the times listed were correct, as she was only concerned with ensuring that each guard recorded the shifts that they actually worked and that the total number of hours billed to East Lake was accurate. She would then forward the timesheets to Maverick's owner, Bobby Morris. Morris then prepared and sent the weekly invoice and attached timesheets to East Lake personnel (witness Kenzella Greer Walton) and East Lake would then cut a check to Maverick from which Maverick would pay their non-supervisory guards. Greer-Walton did not express concern with Maverick's billing practices and there were no complaints about improper billing. During questioning about Maverick's practice of only verifying that the total number of hours worked was accurate before submitting invoices to East Lake, neither Lambert-Hewitt nor Greer Walton expressed any concern, nor did they believe that such practices were attempts to cover up any gaps in Altgeld Gardens security.

Maverick Timesheets

As noted above, while Respondent was paid by way of salary, she also submitted timesheets for her security guard shifts, such that Maverick would be paid for her work. Respondent admitted that she signed her timesheets each week before submitting them for invoicing. The timesheets include the following certification: "I certify this is a true and accurate record of my work start and leave times for the above captioned pay period."

In comparing Respondent's Maverick timesheets (Superintendent's Ex. #s 9-13) with the hours she worked for CPD (Superintendent Ex. #s 3-6 and #s 13-18), it is evident that significant overlaps exist, meaning that, based on the documents, it would appear that Respondent was working both for Maverick and for CPD at the same time. The hearing testimony established that these "overlaps" were the result of two things: (1) there were instances in which Respondent

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worked overtime for CPD and therefore worked a longer shift than originally anticipated; but (2) there were also instances in which the Maverick schedule placed Respondent on shifts that conflicted with her pre-scheduled CPD shifts. Examples follow:

- **Jan. 25-26, 2012**

Maverick Timesheet: Her timesheet states she worked on Jan. 25, 2012, from 9:00pm until Jan. 26, 2012, at 5:00am

A&A Sheets: The sheets show that Respondent was on-duty for CPD from Jan. 25, 2012, at 2:00pm until Jan. 25, 2012, at 11:00pm. She then worked overtime until 1:40am on January 26.

Arrest: Reports show that Respondent, while on-duty as a CPO, participated in an arrest which occurred on January 25, 2012, at approximately 10:30pm, at or near 11421 S. Stewart Avenue, Chicago.

Overlap: Respondent's Maverick shift was scheduled to begin two hours before her scheduled CPD shift ended. Respondent missed at least 4 hours and 40 minutes of her reported Maverick shift because she was working for CPD (including the one hour and 40 minutes of CPD overtime she documented).

Additional Information: Respondent's CPD A&A sheets show that she also worked CPD shifts on Jan. 27 and Jan. 28, 2013, beginning at 2:00pm.

- **April 6-7, 2013**

Maverick Timesheet: Her timesheet states she worked from April 6, 2013, at 9:00pm until April 7, 2013, at 5:00am

A&A Sheets: The sheets show that Respondent was on-duty for CPD from April 6, 2013, at 5:00pm until April 7, 2013, at 2:00am. She then worked overtime until 3:00am.

Arrest: Respondent, while on-duty as a CPO, participated in an arrest on April 6, 2013, at approximately 10:55pm at or near 13134 S. Langley Ave., Chicago.

Overlap: Her Maverick shift was scheduled to begin four hours into her scheduled CPD shift. At minimum, had she reported for Maverick duty at the end of her CPD shift, she

would have missed six hours of her reported Maverick shift (from 9:00pm until 3:00am).

Additional Information: Superintendent's Ex. #s 15 and 16, CPD reports, show that she was involved in an arrest at Altgeld Gardens on April 6, 2013, beginning at 10:45pm, when her Maverick timesheets show she was working her Maverick shift.. Therefore, according to her Maverick timesheet, she was on-duty for Maverick when she was involved in this CPD arrest.

Respondent's CPD A&A sheets show that she also worked CPD shifts on April 7, 2013 and April 8, 2013, beginning at 5:00pm.

- **April 20-21, 2013**

Maverick Timesheet: Her timesheet states she worked a double shift; from April 20, 2013, at 1:00pm until April 20, 2013, at 9:00pm, and then from April 20, 2013, at 9:00pm until April 21, 2013, at 5:00am.

A&A Sheets: Respondent was on-duty for CPD from April 20, 2013, at 5:00pm until April 21, 2013, at 2:00am. She then worked overtime until 3:00am.

Arrest: Respondent, while on-duty as a CPO, participated in an arrest on April 20, 2013, at approximately 8:10pm at or near 1329 W. 97th Place, Chicago

Overlap: Respondent's CPD shift was scheduled to begin four hours after her double Maverick shift was supposed to begin. She did not work at least 10 of the 16 Maverick hours she reported she worked for Maverick (from 5:00pm until 3:00am)

Additional Relevant Testimony

The Board found that Respondent's testimony regarding the timesheet overlap issues in this case was credible and corroborated by other witness testimony and evidence.

When questioned about the "overlaps" in her timesheets, Respondent admitted that the timesheet certifications that she signed were false -- she did not, in fact, begin and/or end her Maverick shifts at the times she certified. She explained that instead these were her scheduled

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“contract” times for those shifts. While she did not correct the actual times that she had worked, she testified that she always worked the total number of hours that were reflected on her timesheets. She insisted that she never included more hours on her timesheet than that which she had actually worked.

Respondent provided additional background testimony as follows, in summary. She is not married and has no children. As a result, work is her hobby—she works long hours and always works overtime. She noted that before she started working for Maverick, she was often detailed as a CPD officer to Altgeld Gardens. She built relationships and trust with those residents and wanted to help the people who live there.

When Maverick hired her, she was paid hourly. At that time, she recalls writing the accurate times she began and finished her shifts on her timesheets. At some point, however, Mr. Hill returned the timesheets to her, telling her that she had to sign in for “the contractual hours” (the hours for which she had been scheduled, rather than the hours she had in fact worked). Hill explained that the timesheets had to be completed in this manner in order to “show coverage” – that Maverick had a sufficient number of guards on duty at all times – or the company could lose its CHA contract.¹ Per instruction, Respondent changed her practice and no longer wrote the exact times she started and ended each shift. Her practice continued throughout her employment with Maverick.

When asked by Superintendent’s counsel whether she lied when she listed the contractual start and end times on her timesheets despite not having actually worked those exact times, she answered that it seemed okay to her because she “didn’t think about it.” She

¹ Pursuant to the Hearing Officer’s ruling on the Superintendent’s *Motion in Limini*, Hill’s out-of-court statement was only considered by the Board for its effect on Respondent, not for its truth.

explained:

Initially I thought that if you worked the hours you were paid for – so if I was paid for eight hours and I worked eight hours, I thought that was okay, because, again, he (James Hill) knows that CPD takes precedence. So I thought working the hours, that I was doing the right thing. I was doing what my supervisor told me to do.

The testimony of other Maverick security guards, while at times confusing, was generally corroborative of Respondent's testimony. In sum, the Maverick guards were concerned with ensuring the total number of hours worked on their timesheets were correct, but did not change the timesheets to reflect actual start and leave times they worked. Indeed, one other guard noted he, like Respondent, was specifically instructed by Hill to sign his timesheets based on the "contractual hours" (the scheduled shifts) and not correct the timesheets for the actual times worked.

The September 16, 2013 Meeting with the CHA OIG

Allaye Accoh, a senior auditor for the CHA OIG, provided the testimony that forms the basis for Specification Four. Specifically, Accoh testified that in the summer of 2012, East Lake asked the OIG to audit all of their subcontracted security companies. Accoh served as the lead auditor. The audit was not the result of Maverick's billing practice, as East Lake had no specific concerns regarding the same.

Accoh testified, in summary, that on September 16, 2013, between 9 a.m. and 10 a.m., he went to East Lake's management office in Altgeld Gardens to obtain files containing confidential information about every Maverick security guard. When he arrived, his partner Ms. Beatriz Martinez, Sondrea Louis (CHA asset manager for Altgeld Gardens), and Kenzella Greer Walton were present. Walton, however, did not have the authorization to access the requested information about the security guards. Respondent was called to assist. She arrived shortly

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thereafter, wearing her full CPD uniform. She introduced herself and Accoh recognized her name from her nametag from a list of security personnel he had reviewed. Accoh was happy that she came to help and asked her if she could answer billing questions. Respondent told Accoh that she could not, but told Accoh and his partner that she would get them everything they needed. He asked her whether Altgeld Gardens was her beat of assignment and she answered that she did not have a beat and covered the entire South Side. Respondent made a phone call and soon they began receiving faxes with the desired information, at which time Respondent left the office.

On cross-examination, Respondent's counsel attempted to impeach Accoh with an email sent by Ms. Martinez on October 9, 2013, to "Jim," with Accoh copied as a recipient. The email summarized the above encounter but stated that it took place on September 19, 2013 instead of Sept. 16, 2013. Accoh stated that the date Martinez wrote was incorrect and he hadn't noticed the mistake when he reviewed it at the time. The Board accepts this explanation because he had a clear memory of the actual meeting. While Accoh acknowledged that nothing in the email definitively indicated that respondent was on-duty when she came to Maverick's office, the Board finds this unimportant in light of the records discussed below that show she was on-duty.

Respondent's Attendance and Assignment sheets (Superintendent's Ex. #3) corroborate Accoh's account. The records show that on September 16, 2013, Respondent began her CPD shift at 9:00am. Since Accoh testified credibly that Respondent assisted him at Maverick's office sometime after 9:00am, the Board finds these records prove Respondent was on-duty for CPD when she went there.

Pertaining to the Sept. 16, 2013 interaction with CHA OIG auditors, Respondent testified that she had no recollection of attending any meetings with auditors or stopping by

Maverick's office to help auditors obtain Maverick files. She additionally denied ever wearing her CPD uniform while conducting Maverick business but contended that she was often in uniform at Altgeld Gardens while on-duty, working as a Chicago police officer.

Charges Against the Respondent

5. The Respondent, Police Officer Tabitha L. Tabb, Star No. 8543, charged herein, is **not guilty** of violating Rule 2 and Rule 14 in that the Superintendent did not prove by a preponderance of the evidence the following charges:

On or about January 25, 2012, and/or January 26, 2012, Officer Tabb reported and/or caused to be reported on a Maverick Security, Inc., employee timesheet that she was present for duty at the Altgeld Garden Homes in Chicago as an employee of Maverick Security, Inc., from 2100 hours on January 25, 2012, to 0500 hours on January 26, 2012, when she also effectuated and/or was present for and/or participated in an arrest occurring at approximately 2230 hours on January 25, 2012, at or near 11421 South Stewart Avenue, Chicago, and while on duty as a police officer for the Chicago Police Department. Officer Tabb thereby violated:

- a. Rule 2, which prohibits any action or conduct which impedes the Department's efforts to achieve its policy and goals or brings discredit upon the Department; and
- b. Rule 14, which prohibits making a false report, written or oral.

See the findings set forth in section no. 4 above, which are incorporated herein by reference. First, as to Rule 14, it is well settled that in order to prove a Rule 14 violation, the Superintendent must prove that a Respondent's statement is willfully false and material.² The

² See *Chisem v. McCarthy*, 2014 IL App (1st) 132389, ¶ 11, 24 N.E.3d 877, 882 (the Board concluded that plaintiff violated five rules, including Rule 14, and discharged him from the CPD "due to the serious nature of his conduct." Specifically, the Board determined that plaintiff engaged in unnecessary and inappropriate physical contact with the Magbys, detained them in violation of CPD policy, failed to document the encounter, and made *material* false official statements to the IPRA in an attempt to cover up his misconduct.); *Taylor v. Police Bd. Of City of Chicago*, 2011 Ill. App. 101156 (2019) ("That, however, does not make everything that is spoken by the complaining witness at trial material to the complaining witness's charge against the defendant. Before a false statement under oath can constitute perjury, the false statement must be "material to the issue or point in question" in that proceeding); *Gonzalez v. City of Chicago*, 2018 WL 1561735 (2018) ("To plead common law fraud in Illinois, a plaintiff must

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Superintendent introduced ample evidence that Respondent's timesheets for the shifts specified were false. During large portions of the time periods that Respondent reported she was working for Maverick, she was, in fact, on-duty for CPD and taking part in the arrests described in each charge. Respondent herself admitted during her testimony that the "start" and "leave" times she certified as "true and accurate" on her timesheets were not true or accurate. The Board finds, however, that the Superintendent failed to prove the second required element: that Respondent's false statements were also material.³

"Material statements are those that have a natural tendency to influence, or are capable of influencing [the person or body hearing the statement]." *U.S. v. Akram*, 152 F.3d 698, 700 (7th Cir. 1998). *See also* Seventh Circuit Pattern Instructions ("A statement is material if it is capable of influencing . . .") In this case, the Superintendent has failed to establish the false statements at issue here – the actual times worked by Respondent – tended to influence anyone at all. Indeed, the testimony established the opposite – neither East Lake nor Maverick were concerned at all about the actual times worked, only that the overall amount of time worked was correct and that the shifts were adequately covered. And to the contrary for Maverick, who preferred that their security guards certify to their scheduled times and simply assure that their total hours worked

allege the following elements: '(1) a false statement of *material* fact; (2) defendant's knowledge that the statement was false; (3) defendant's intent that the statement induce the plaintiff to act; (4) plaintiff's reliance upon the truth of the statement; and (5) plaintiff's damages resulting from reliance on the statement.)' (quoting *Connick v. Suzuki Motor Co.*, 675 N.E.2d 584, 591 (Ill. 1996)).

³ While it is clear the timesheets were "false," it is less clear that the statements were "willfully" false. While Respondent knew that the times listed were incorrect, she testified that she did not intend to lie. The Board need not reach this question, however, because the Superintendent failed to establish that the statements were material.

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were accurate.⁴ In other words, the actual times noted on Respondent's timesheets were meaningless and, thus, immaterial.

To the extent the Superintendent attempted to argue that Respondent inflated her total hours worked, which *would* constitute a material misrepresentation, the Superintendent failed to sufficiently establish that actually occurred. While the Superintendent argued that it would have been difficult for Respondent to work both her CPD hours and her hours as a security guard for Maverick, the Superintendent did not establish that it would have been impossible. The Respondent's testimony that she did in fact work all of the hours was otherwise uncontroverted. To the contrary, Respondent explained that, without family obligations, work was her outlet.

Corroborative of the immateriality of these statements is Respondent's lack of nefarious motivation in submitting the false timesheets. In this case, Respondent did not benefit financially from failing to correct the times noted on her timesheets and, in fact, would not have benefited even if she had inflated her hours. This was not a typical "double dipping" case in which an employee improperly collects payment from two employers for the same time period. Respondent was a salaried Maverick employee and not paid based upon the specific hours she worked.

The Superintendent attempted to argue that Respondent benefited from her false

⁴ The Board does not sanction the conduct of Maverick in requesting its guards to certify the scheduled times as opposed to times actually worked. To the contrary, the Board finds it a particularly troubling practice as it was likely intended to make it appear as though it was in compliance with scheduling requirements imposed on it by CHA. But the Board does not have sufficient evidence in the record to make such a determination. In fact, the only such evidence was the statement made to Respondent by Hill, but that statement was not offered for its truth. And there was actually evidence to establish the contrary -- that there were in fact no gaps in coverage. Two former Maverick guards testified they made up for missed time on other shifts and Enoch Smith testified that guards would not leave a shift until another guard arrived to relieve them. Even the Superintendent's own witness, former guard Byron Brown, testified that at times when Maverick was short of security guards needed to patrol certain shifts, supervisors would find other guards to fill in for them. In any event, the Board does not seek to hold Respondent accountable for the long-time business practice of her employer.

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timesheets because by showing East Lake, on paper, that all of the shifts were adequately covered, she was protecting Maverick's contract with East Lake. The problem with this theory is two-fold. First, as noted in footnote 4 above, the Superintendent did not introduce evidence that Maverick's timekeeping method covered up any gaps in the contractual security coverage. But second, the Superintendent's argument requires several leaps in logic – unsupported by actual evidence – to establish that Respondent believed her employer would be in financial trouble were there gaps in coverage, that she would then also suffer financially and that she agreed to commit fraud to prevent the same.

The Superintendent has thus not sustained his burden of proving in the first three specifications that Respondent's timesheets constitute materially false statements as prohibited by Rule 14. The Board thus also finds the Superintendent failed to meet his burden as to Rule 2. Because the falsities contained on Respondent's timesheets were immaterial, the Superintendent also failed to establish that Respondent's conduct brought discredit on the Department. Though technically improper to sign inaccurate timesheet certifications, her conduct did not impede any policies or goals of the Department. While the Board could certainly envision instances in which an immaterial misrepresentation could still violate Rule 2, that is not the case here.

6. The Respondent, Police Officer Tabitha L. Tabb, Star No. 8543, charged herein, is **not guilty** of violating Rule 2 and Rule 14 in that the Superintendent did not prove by a preponderance of the evidence the following charges:

On or about April 6, 2012, and/or April 7, 2012, Officer Tabb reported and/or caused to be reported on a Maverick Security, Inc., employee timesheet that she was present for duty at the Altgeld Garden Homes in Chicago as an employee of Maverick Security, Inc., from 2100 hours on April 6, 2012, to 0500 hours on April 7, 2012, when she also effectuated and/or was present for and/or participated in one or more arrests occurring at approximately 2255 hours

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on April 6, 2012, at or near 13134 South Langley Avenue, Chicago, and while on duty as a police officer for the Chicago Police Department. Officer Tabb thereby violated:

- a. Rule 2, which prohibits any action or conduct which impedes the Department's efforts to achieve its policy and goals or brings discredit upon the Department; and
- b. Rule 14, which prohibits making a false report, written or oral.

See the findings set forth in section nos. 4 and 5 above, which are incorporated herein by reference.

7. The Respondent, Police Officer Tabitha L. Tabb, Star No. 8543, charged herein, is **not guilty** of violating Rule 2 and Rule 14 in that the Superintendent did not prove by a preponderance of the evidence the following charges:

On or about April 20, 2013, and/or April 21, 2013, Officer Tabb reported and/or caused to be reported on a Maverick Security, Inc., employee timesheet that she was present for duty at the Altgeld Garden Homes in Chicago as an employee of Maverick Security, Inc., from 1300 hours on April 20, 2013, to 0500 hours on April 21, 2013; however, Officer Tabb also effectuated and/or was present for and/or participated in one or more arrests occurring at approximately 2100 hours on April 20, 2013, at or near 1329 West 97th Place, Chicago, and while on duty as a police officer for the Chicago Police Department, and/or testified under oath on or about May 8, 2013, during a preliminary hearing in *People v. Walton*, 13 MC1 114075 (Cir. Ct. Cook County 2013) that at approximately 7:15 p.m. on April 20, 2013, she was working as a police officer for the Chicago Police Department and was assigned to the area of 1329 West 97th Place, Chicago, when she effectuated the arrest of an individual. Officer Tabb thereby violated:

- a. Rule 2, which prohibits any action or conduct which impedes the Department's efforts to achieve its policy and goals or brings discredit upon the Department; and
- b. Rule 14, which prohibits making a false report, written or oral.

See the findings set forth in section nos. 4 – 6 above, which are incorporated herein by reference.

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8. The Respondent, Police Officer Tabitha L. Tabb, Star No. 8543, charged herein, is **guilty** of violating Rule 2, Rule 6, and Rule 23 in that the Superintendent proved by a preponderance of the evidence the following charges:

On or about September 16, 2013, while on duty as a police officer for the Chicago Police Department, and while wearing her Chicago Police Department uniform, Officer Tabb appeared as and/or represented herself to be an employee of Maverick Security, Inc., at a meeting with employees from the Chicago Housing Authority, Office of the Inspector General at or near the Altgeld Garden Homes in Chicago. Officer Tabb thereby violated:

- a. Rule 2, which prohibits any action or conduct which impedes the Department's efforts to achieve its policy and goals or brings discredit upon the Department;
- b. Rule 6, which prohibits disobedience of an order or directive, whether written or oral, in that she disobeyed sections III.A and/or III.F. and/or IV.F. of Chicago Police Department Employee Resource E01-11, "Secondary Employment" (effective July 25, 2012); and
- c. Rule 23, which prohibits failure to obey Department orders concerning other employment, occupation, or profession.

See the findings set forth in section no. 4 above, which are incorporated herein by reference. The Board credits Allaye Accoh's testimony and finds that on the date charged, Respondent allowed her secondary employment to infringe upon her sworn duties as a Chicago police officer by conducting Maverick business on CPD time.

While Brown, Smith and Greer Walton all gave differing testimony as to whether Respondent wore her CPD uniform at other times while on duty for Maverick, Accoh, an unquestionably independent witness, was the only witness with specific information about the meeting at issue. He recalled his encounter with Respondent in detail and testified decisively that she had been in full CPD uniform when they met on Monday, September 16, 2013, between 9 a.m. and 10 a.m. He had appreciated Respondent's helpfulness, remembered her name, and positively identified her at the hearing. The Board credits his testimony. And he

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CPD's A&A sheets (Superintendent's Ex. #3) show that on that date, Respondent began her CPD shift at 9:00 that morning and was therefore on-duty at the time she went to Maverick's office to help Accoh obtain the documents.

It stands to reason that for the time period that Respondent conducted outside business on CPD time, however short, she was not engaged in police work. Chicago police officers must fully commit to the faithful and dedicated performance of his or her assigned duty. Anything less violates the trust placed in a Department member by the community. By violating that trust, Respondent engaged in conduct which impeded the Department's efforts to achieve its policy and goals in violation of Rule 2.

By absenting herself from her police duties, Respondent also violated Rule 6 by disobeying CPD Employee Resource E01-1, sections III.A, III.F, and IV.F. Section III.A provides that secondary employment may not infringe on a member's obligations as a Chicago Police Officer. Section III.F prohibits an officer from wearing her uniform during secondary employment without written permission. Section IV.F prohibits secondary employment when the working conditions, hours of work, or location where the secondary employment is performed tend to impair the Department member's efficiency or capabilities as an employee of the Department or interfere with the Department member's response to emergency calls. While conducting Maverick business on CPD time, she violated both sections III.A and IV.F. By wearing her uniform to conduct Maverick business without written permission, she violated section III.F.

Penalty

9. The Police Board has considered the facts and circumstances of the conduct of which it has found Respondent guilty and the evidence Respondent presented in her defense and

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mitigation. In addition to her own testimony, Respondent presented the following evidence in mitigation:

Retired CPD Deputy Chief Larry Watson testified that in 2016 or 2017, when assigned as Area South Deputy Chief, he noticed that Respondent and her partner had been leading their unit in arrests for several years. He was impressed that they were women, working in one of the highest crime areas in the city on a daily basis. He learned that they made a lot of inherently dangerous warrant arrests by building rapport with entire families and consequently, offenders would call them to turn themselves in. He invited Respondent and her partner to his office and thanked them for their service and while meeting with them, Respondent received a call from a fugitive who wanted to turn himself in. Retired Deputy Chief Watson testified that he wished he had about 10 more officers like Respondent and that the Department will be worse off without her. The Board found his testimony to be both compelling and persuasive.

Lieutenant Sidney Pennix also testified on Respondent's behalf as follows, in summary: In 2012 or 2013, he became Respondent's supervisor on the Saturation Team and the sheer volume of Respondent's and her partner's arrests "made (him) look like the best sergeant in the police department." Respondent and her partner took guns off the street and solved crimes but their specialty was arresting fugitives from justice. Over a two year-period, Respondent and her partner made more than 130 arrests. Out of 90 officers in his unit, they were responsible for 15-20% of the unit's total arrests. Sometimes, they would make three or four arrests a day because "they were out there hunting and trying to get guys off the street." He maintained that Respondent was dependable and that he "could always count on her." On January 12, 2016, he wrote Respondent and her partner a Department Commendation, recognizing them for their work. When concluding his testimony, he stated, "Lord willing, she's coming back to my

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team,” and that CPD would be a much better place with Officer Tabb in it.

The Board found the testimony of Deputy Chief Watson and Lt. Pennix persuasive and considered both witnesses’ testimony when determining Respondent’s punishment.

Respondent’s complimentary history consists of 44 total awards, including 3 Department Commendations, 2 Unit Meritorious Performance Awards, 22 Honorable Mentions, 9 Emblems of Recognition—Physical Fitness, and 3 Attendance Recognition Awards; she has no sustained complaints on her disciplinary history.

Respondent violated Department policy and rules when she attended a meeting as an employee of Maverick Security while on duty for CPD, wearing her CPD uniform. The duties and responsibilities of the Chicago Police Department take priority over any other employment and Department members who engage in secondary employment are reminded that their primary responsibility is to the Chicago Police Department. On September 16, 2013, Respondent’s primary responsibility was not to the Chicago Police Department but to Maverick security. She compounded her misconduct by wearing her CPD uniform while conducting Maverick business.

The Board finds that a lengthy suspension is in order to help ensure that Respondent does not engage in such misconduct again. The Board finds that a suspension of one-hundred-twenty (120) days is warranted on the facts of this particular case.

POLICE BOARD DECISION

The members of the Police Board of the City of Chicago who have participated in this disciplinary action hereby certify that they have read and reviewed the record of proceedings, viewed the video-recording of the entire evidentiary hearing, received the oral report of the Hearing Officer, and conferred with the Hearing Officer on the credibility of the witnesses and the evidence. The Police Board hereby adopts the findings set forth herein by the following votes.

By votes of 9 in favor (Ghian Foreman, Paula Wolff, Matthew Crowl, Michael Eaddy, Steve Flores, Jorge Montes, John P. O'Malley Jr., Rhoda D. Sweeney, and Andrea L. Zopp) to 0 opposed, the Board finds the Respondent **not guilty** of violating Rule 2 and Rule 14, as set forth in section nos. 5 – 7 above, and finds the Respondent **guilty** of violating Rule 2, Rule 6, and Rule 23, as set forth in section no. 7 above.

As a result of the foregoing, the Board, by a vote of 9 in favor (Foreman, Wolff, Crowl, Eaddy, Flores, Montes, O'Malley, Sweeney, and Zopp) to 0 opposed, hereby determines that cause exists for suspending the Respondent from her position as a police officer with the Department of Police and from the services of the City of Chicago, for a period of one-hundred-twenty (120) days.

NOW THEREFORE, IT IS HEREBY ORDERED that the Respondent, Police Officer Tabitha L. Tabb , Star No. 8543, as a result of having been found **guilty** of certain charges in Police Board Case No. 19 PB 2957, be and hereby is **suspended** from her position as a police officer with the Department of Police and from the services of the City of Chicago **for a period of one-hundred-twenty (120) days**, from June 27, 2019 (the date she was suspended upon the filing of charges in this case) to and including October 14, 2019.

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IT IS FURTHER ORDERED that the Respondent be and hereby is restored to her position as a police officer with the Department of Police and to the services of the City of Chicago, with all rights and benefits, effective October 15, 2019.

This disciplinary action is adopted and entered by a majority of the members of the Police Board: Ghian Foreman, Paula Wolff, Matthew Crawl, Michael Eaddy, Steve Flores, Jorge Montes, John P. O'Malley Jr., Rhoda D. Sweeney, and Andrea L. Zopp.

DATED AT CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, THIS 18th DAY OF JUNE, 2020.

Attested by:

/s/ GHIAN FOREMAN
President

/s/ MAX A. CAPRONI
Executive Director

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DISSENT

The following Board members hereby dissent from the Findings and Decision of the majority of the Board.

[None]

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THESE FINDINGS AND DECISION

THIS ____ DAY OF _____, 2020.

DAVID O. BROWN
Superintendent of Police