

Patrick Ford
Executive Director

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Director of Enforcement

San Francisco Ethics Commission
25 Van Ness Avenue, Suite 220
San Francisco, CA 94102
(415) 252-3100

BEFORE THE SAN FRANCISCO
ETHICS COMMISSION

In the Matter of)	SFEC Complaint Nos. 25-869
)	
Julio Ramos and Julio Ramos for College Board 2024,)	
)	Streamlined Administrative Resolution Program
)	STIPULATION, DECISION, AND ORDER
Respondents.)	
)	
_____)	

THE PARTIES STIPULATE AS FOLLOWS:

1. This Streamlined Administrative Resolution Program Stipulation, Decision, and Order (Stipulation) is made and entered into by and between Julio Ramos and Julio Ramos for College Board 2024 (hereinafter “Respondents”) and the San Francisco Ethics Commission (the Commission).

2. Respondents and the Commission agree to settle and resolve all factual and legal issues in this matter and to reach a final disposition through the Commission’s Streamlined Administrative Resolution Program and without an administrative hearing. Respondents represent that Respondents have accurately furnished to the Commission all information and documents that are relevant to the conduct described in Exhibit A. Upon approval of this Stipulation and full performance of the terms outlined in this Stipulation, the Commission will take no future action against Respondents regarding the violations of law described in Exhibit A, and this Streamlined Stipulation shall constitute the complete resolution of all claims by the Commission against Respondents related to such violations. Respondents

understand and knowingly and voluntarily waive all rights to judicial review of this Streamlined Stipulation and any action taken by the Commission or its staff on this matter.

3. Respondents acknowledge responsibility for and agree to pay an administrative penalty as set forth in Exhibit A. Respondents agree that the administrative penalty set forth in Exhibit A is a reasonable administrative penalty.

4. Within ten business days of the Commission's approval of this Stipulation, Respondents shall either pay the penalty through the City's online payment portal or otherwise deliver to the following address the sum as set forth in Exhibit A in the form of a check or money order made payable to the "City and County of San Francisco":

San Francisco Ethics Commission
Attn: Enforcement & Legal Affairs Division
25 Van Ness Avenue, Suite 220
San Francisco, CA 94102

5. If Respondents fail to comply with the terms of this Stipulation, then the Commission may reopen this matter and prosecute Respondents under Section C3.699-13 of the San Francisco Charter for any available relief.

6. Respondents understand, and hereby knowingly and voluntarily waive, any and all procedural rights under Section C3.699-13 of the San Francisco Charter and the Commission's Enforcement Regulations with respect to this matter. These include, but are not limited to, the right to appear personally at any administrative hearing held in this matter, to be represented by an attorney at Respondents' expense, to confront and cross-examine all witnesses testifying at the hearing and to subpoena witnesses to testify at the hearing.

7. Respondents understand and acknowledge that this Stipulation is not binding on any other government agency with the authority to enforce the San Francisco Campaign & Governmental Conduct Code section 1.100 *et seq.*, and does not preclude the Commission or its staff from cooperating

with or assisting any other government agency in its prosecution of Respondents for any allegations set forth in Exhibit A, or any other matters related to those violations of law set forth in Exhibit A.

8. This Stipulation is subject to the Commission’s approval. In the event the Commission declines to approve this Stipulation, the Stipulation shall become null and void, except Paragraph 9, which shall survive.

9. In the event the Commission rejects this Stipulation, and further administrative proceedings before the Commission are necessary, Respondents agree that the Stipulation and all references to it are inadmissible. Respondents moreover agree not to challenge, dispute, or object to the participation of any member of the Commission or its staff in any necessary administrative proceeding for reasons stemming from his or her prior consideration of this Stipulation.

10. This Stipulation, along with the attached Exhibit A, reflects the entire agreement between the parties hereto and supersedes any and all prior negotiations, understandings, and agreements with respect to the transactions contemplated herein. This Stipulation may not be amended orally. Any amendment or modification to this Stipulation must be in writing duly executed by all parties and approved by the Commission at a regular or special meeting.

11. This Stipulation shall be construed under, and interpreted in accordance with, the laws of the State of California. If any provision of the Stipulation is found to be unenforceable, the remaining provisions shall remain valid and enforceable.

12. The parties hereto may sign different copies of this Stipulation, which will be deemed to have the same effect as though all parties had signed the same document.

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12-16-2024 | 10:39:35 PST
Dated: _____



PATRICK FORD, EXECUTIVE DIRECTOR
SAN FRANCISCO ETHICS COMMISSION

12-12-2024 | 09:49:33 PST
Dated: _____



JULIO RAMOS, INDIVIDUALLY AND ON BEHALF OF JULIO RAMOS
FOR COLLEGE BOARD 2024, RESPONDENTS

DECISION AND ORDER

The foregoing Stipulation of the parties in the matter of “Julio Ramos and Julio Ramos for College Board 2024, SFEC Complaint No. 25-869,” including the attached Exhibit A, is hereby accepted as the final Decision and Order of the San Francisco Ethics Commission, effective upon execution below by the Chairperson.

IT IS SO ORDERED.

Dated: _____

THEIS FINLEV, CHAIRPERSON
SAN FRANCISCO ETHICS COMMISSION

Exhibit A

I. Introduction

On September 13, 2024, Respondent Julio Ramos (Respondent Ramos) formed Julio Ramos for College Board 2024 (Respondent Committee), a candidate-controlled committee formed to support Respondent Ramos's candidacy for the Community College District Board of Trustees in the November 5, 2024, election. At the time of this document, Respondent Committee has reported that it received \$57,749 in total contributions and made \$56,691 in total expenditures. As detailed below, Respondents failed to include required disclaimers on campaign communications they made to support Respondent Ramos's candidacy for City elective office in violation of San Francisco Campaign & Government Code ("SF C&GCC") section 1.161(a).

II. Applicable Law

Disclaimers

Committees making expenditures which support or oppose any candidate for City elective office must comply with state and local disclaimer requirements. SF C&GCC § 1.161(a). Communications made by candidate committees must include the following disclaimer statements: "Paid for by _____ (insert the name of the candidate committee)" and "Financial disclosures are available at sfethics.org." SF C&GCC § 1.161(a)(4). Government Code section 84504.2(b) provides that disclaimer statements on yard signs "be in Arial equivalent type with a total height of at least 5 percent of the height of the advertisement, and printed on a solid background with sufficient contrast that is easily readable by the average viewer."

III. Description of Violation

Count 1: By failing to include the committee's proper name and the financial disclosure language on their campaign communications and website, Respondents are in violation of the requirements set forth under SF C&GCC section 1.161(a)(4).

On campaign communications Respondents made to support Respondent Ramos's candidacy for City elective, Respondents failed to include the committee's proper name and the financial disclosure language as required under the law in violation of SF C&GCC section 1.161(a). Respondents also maintained a website and distributed yard/window signs that failed to include the following disclaimer statements: "Paid for by Julio Ramos for College Board 2024" and "Financial disclosures are available at sfethics.org." as required by SF C&GCC section 1.161(a)(4). Until October 22, 2024, Respondents operated a website with the following disclaimer, "Paid for by Julio J. Ramos for SF College Board." By that date, Respondents had also distributed approximately 30 yard/window signs with substantially similar disclaimer language and in a font size that was likely not five percent of the height of the advertisement.

Specific SARP Eligibility Requirements

In order for a respondent to be eligible for SARP, the respondent must meet the program's general eligibility criteria and any specific eligibility criteria that apply to the violations at issue. For campaign communications that failed to include required disclaimers, SARP requires that the

respondent correct the disclaimers where practicable. In response to contact by the Commission's Enforcement Division, on October 22, 2024, Respondents corrected the website disclaimer and stated that they would affix a sticker to the undistributed yard/window signs that would include the proper disclaimer.

Finally, Investigators found no evidence that Respondents failed to include required disclaimers on any other campaign communications.

Specific Financial Penalty Modifiers:

SARP sets forth the fixed penalties that apply to SARP-eligible violations. The fixed penalties are based on the number of violations and the amount of time it takes for the respondent to settle the matter after being contacted by the Enforcement Division, including any necessary remedial actions.

The penalty that applies to the violations at issue is \$500. This represents a \$500 penalty when the respondent corrects disclaimers where practicable within 30 days of contact by the Enforcement Division and the stipulation was timely signed and returned. Respondents failed to include required disclaimers, but that were identifiable in part, took remedial action within 30 days of contact by the Enforcement Division, and timely signed and returned this stipulation. Therefore, the total penalty is \$500.

Total Penalty: \$500