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BEFORE THE SAN FRANCISCO ETHICS COMMISSION

In the matter of:

Case No.: 24-787

CHARLIE CHIEM,

Respondent.

EXECUTIVE DIRECTOR'S PROBABLE CAUSE
DETERMINATION

The San Francisco Ethics Commission ("Commission") has authority to investigate and administratively enforce against violations of City law relating to campaign finance, lobbying, conflicts of interest, governmental ethics, and whistleblower protection. SF Charter § C3.699-13; SF C&GCC Art. IV. In accordance with Ethics Commission Enforcement Regulation 7(B), on May 2, 2025, the Commission's Director of Enforcement submitted a Probable Cause Report in the above-captioned matter. The Probable Cause Report alleges that Charlie Chiem ("Respondent") engaged in conduct in violation of City ethics laws during the time when he was an employee of the San Francisco Municipal Transportation Agency (SFMTA).

For the reasons set forth below, I find that probable cause exists to believe that the following violations of law were committed by Respondent:

COUNT ONE: Respondent violated SF C&GCC § 3.218 and the SFMTA's Statement of Incompatible Activities § IV(A) by using City resources to attend hundreds of webinars unrelated to his employment.

COUNT TWO: Respondent violated SF C&GCC § 3.218 and the SFMTA's Statement of Incompatible Activities § IV(A) by using City resources to create fake e-mail addresses for personal purpose.

COUNT THREE: Respondent violated SF C&GCC § 3.218 and the SFMTA's Statement of Incompatible Activities § IV(C) by using his City e-mail and title for communications that created the false appearance that Respondent was acting in an official capacity.

COUNT FOUR: Respondent violated SF C&GCC § 3.218 and the SFMTA's Statement of Incompatible Activities § IV(C) by holding himself out as a representative of his department without authorization.

COUNT FIVE: Respondent violated SF C&GCC § 3.218 and the SFMTA's Statement of Incompatible Activities § III(A)(1)(b) by accepting gifts from businesses seeking to enter into a contract with the Department.

1 **COUNT SIX:** Respondent violated 3.216(b) when he accepted a ticket to the August 20, 2021 San
2 Francisco Giants game from Synack, a restricted source technology and software company.

3 **COUNT SEVEN:** Respondent violated 3.216(b) when he accepted two tickets to the September 28, 2022
4 San Francisco Giants game and merchandise from Informatica and LumenData, restricted source
technology and software companies.

5 **COUNT EIGHT:** Respondent violated 3.216(b) when he accepted two tickets and an Uber voucher to the
6 October 15, 2022 San Jose Sharks game from Darktrace, a restricted source technology and software
company.

7 **COUNT NINE:** Respondent violated 3.216(b) when he accepted a ticket to the October 23, 2022 San
8 Francisco 49ers game from Darktrace, a restricted source technology and software company.

9 **COUNT TEN:** Respondent violated 3.216(b) when he accepted a ticket to the April 26, 2023 San
10 Francisco Giants game from Netskope, a restricted source technology and software company.

11 **COUNT ELEVEN:** Respondent violated 3.216(b) when he accepted a ticket to the May 16, 2023 San
12 Francisco Giants game from LumApps, a restricted source technology company.

13 **COUNT TWELVE:** Respondent violated 3.216(b) when he accepted two tickets and Uber vouchers to the
14 June 20, 2023 San Francisco Giants game from Sysdig and Cocode, restricted source technology and
software companies.

15 **COUNT THIRTEEN:** Respondent violated 3.216(b) when he accepted a ticket to the August 16, 2023
16 San Francisco Giants game and food from KIS and Eaton, restricted source technology and software
companies.

17 **COUNT FOURTEEN:** Respondent violated 3.216(b) when he accepted a ticket to the February 24, 2023
18 Golden State Warriors game and merchandise from Strata, a restricted source technology and software
company.

19 **COUNT FIFTEEN:** Respondent violated 3.216(b) when he accepted a ticket to the July 11, 2022 San
20 Francisco Giants game from Okta, a restricted source technology and software company.

21 **COUNT SIXTEEN:** Respondent violated 3.216(b) when he accepted a ticket to the August 4, 2022 San
22 Francisco Giants game from Morpheus Data, Stratascale, and Cohesity, restricted source technology and
software companies.

23 **COUNT SEVENTEEN:** Respondent violated 3.216(b) when he accepted a ticket to the February 13, 2023
24 Golden State Warriors game from Port53 and Cisco, two restricted source technology and software
companies.

25 **COUNT EIGHTEEN:** Respondent violated 3.216(b) when he accepted a ticket to the April 4, 2023
26 Golden State Warriors game from Gensys, a restricted source technology and software company.

27 **COUNT NINETEEN:** Respondent violated 3.216(b) when he accepted a ticket to the April 25, 2023 San
28 Francisco Giants game from Laceworks, a restricted source technology and software company.

COUNT TWENTY: Respondent Chiem violated SF C&GCC § 3.240 when he knowingly and intentionally misrepresented material facts to Ethics Commission investigators.

I. PROCEDURAL HISTORY

In accordance with Ethics Commission Enforcement Regulation 7(B), on May 2, 2025, the Commission’s Director of Enforcement submitted a Probable Cause Report (the “Probable Cause Report”) alleging the violations discussed in this Determination and accompanied by exhibits setting forth evidence in support of the violations. The Respondent did not provide a response to the Probable Cause Report and did not request a probable cause conference with the Executive Director.

This Determination is rendered pursuant to Enforcement Regulation 7(D). The Determination is based on the evidence and arguments presented in the Probable Cause Report and attached exhibits. It summarizes the evidence and argument presented by the parties and offers an assessment of that evidence and argument.

This Determination does not constitute a finding that a violation has occurred. It constitutes a finding that probable cause exists to believe certain violations occurred. Unless the parties resolve the matter through settlement, this Determination allows the case to proceed to a hearing on the merits before the Ethics Commission pursuant to Enforcement Regulations 8 and 9. A hearing on the merits is the formal, public process through which the Commission hears arguments and reviews evidence before making a final finding as to whether a respondent has committed a violation of law.

II. APPLICABLE LAW

A. Probable Cause Standard

Probable cause exists “if the evidence is sufficient to lead a person of ordinary caution and prudence to believe or entertain a strong suspicion that a respondent committed or caused a violation.” (Enforcement Regulation 7(D)(1)).

B. Incompatible Activities

Section 3.218 of the San Francisco Campaign and Governmental Conduct Code, as it existed prior to the passage of Proposition D in 2024, governed incompatible activities. The relevant provision stated that no “employee of the City and County may engage in any employment, activity, or enterprise that the department . . . has identified as incompatible in a statement of incompatible activities adopted under this Section.” (SF C&GCC § 3.218(a)). This provision governed the conduct of SFMTA employees during the times relevant to the present matter.

1 The SFMTA adopted and distributed to all employees a Statement of Incompatible Activities (“SIA”) under as required under section 3.218. The SFMTA SIA explicitly provided that any employee who engages in the activities listed may be subject to “monetary fines and penalties” under the San Francisco Charter and SF C&GCC § 3.242. (SFMTA SIA § I). This SIA governed the conduct of SFMTA employees during the times relevant to the present matter. The SFMTA SIA was discontinued in late 2024 after the passage of Proposition D, which codified much of the rules previously contained in departmental SIAs.

7 The SFMTA SIA contained, among other rules, rules restricting the use of City resources and the prestige of City office.

9 *1. Restrictions on Use of City Resources*

10 The SFMTA SIA prohibited employees from using City resources, “including, without limitation, facilities, telephone, computer, copier, fax machine, e-mail, internet access, stationery and supplies, for any non-City purpose, including any...personal purpose.” (SFMTA SIA § IV(A)). This prohibition does not apply to so-called “incidental and minimal use,” for example, using a City telephone to make “occasional calls to arrange medical appointments or speak with a childcare provider.” (*Id.*).

15 *2. Restrictions on Use of Prestige of the Office*

16 The SFMTA SIA also prohibited the use of City letterhead, title, e-mail, or any other City resource “for any communication that may lead the recipient of the communication to think that the...employee is acting in an official capacity” when they are not. (SFMTA SIA § IV(C)(2)).

19 Additionally, the SFMTA SIA prohibits any employee from holding “himself . . . out as a representative of the Department, or as an agent acting on behalf of the Department, unless authorized to do so.” (SFMTA SIA § IV(C)(3)).

22 *C. Restricted Source Gifts*

23 The California Political Reform Act (the “PRA”) defines *gift* to mean any payment that confers a personal benefit on the recipient, to the extent that consideration of equal or greater value is not received. (Cal. Gov’t Code § 82028(a).) This definition applies to the state rules regarding the disclosure of gifts and the annual gift limit. For purposes of the City’s restricted source rule, City law in effect at the time incorporated this meaning of *gift* found in the PRA. *See* SF C&GCC § 3.216(b). Notably, section 3.216 of the SF C&GCC was amended by Proposition D, effective October 2024, including to remove any exceptions to the restricted source rule. However, because the facts

relevant to this case took place prior to October 2024, the previous version of the law prior to the passage of Proposition D apply to this case.

City law prohibits employees from soliciting or accepting any gift from a person who the employee knows or has reason to know is a restricted source. (SF C&GCC § 3.216(b)). A restricted source includes any person doing business with or seeking to do business with the department of the employee. (SF C&GCC § 3.203). An individual is seeking to do business with the department if they are seeking to enter into a contract with the department. (SFEC Reg. 3.216(b)-1). For the purposes of City gift laws, a “person” includes any individual, partnership, organization, committee, or other organization or group of persons. (SFEC Reg. 3.216(b)-4). Commission Regulations, prior to the passage of Proposition D, provided certain exceptions to the restricted source rule, including voluntary gifts, other than cash, with an aggregate value of \$25 or less per occasion from restricted sources on no more than four occasions per year. (SFEC Reg. 3.216(b)-5(a)).

D. Furnishing False Evidence

City law prohibits any person from “knowingly and intentionally furnish[ing] false or fraudulent evidence, documents, or information to the Ethics Commission, District Attorney or City Attorney.” (SF C&GCC § 3.240). The law also prohibits any person from “knowingly and intentionally” misrepresenting any material fact or “conceal[ing] any evidence, documents, or information relevant to an investigation” by the Ethics Commission or the City Attorney. (*Id.*). Finally, both the Ethics Commission and the City Attorney shall receive “cooperation and assistance” from every City employee with any investigation of an alleged violation of Article III, Chapter 2. (SF C&GCC § 3.240).

III. FACTUAL BACKGROUND

The Enforcement Division provided evidence that Respondent worked as an Information Technology (“IT”) Operations Support Administrator with SFMTA from October 15, 2012 through June 10, 2024. The evidence indicates that Respondent never held the position of IT Manager. In his role with SFMTA, Respondent had access to information systems, including the ability to create official City e-mail addresses. Respondent’s City position did not involve supervision of other employees or purchasing authority. In his role, Respondent provided general computer and IT support to SFMTA employees. Respondent’s duties included resolving IT issues over the phone and through the Department’s internal ticketing system.

1 The Enforcement Division provided evidence that during his employment with SFMTA, Respondent used City
2 resources to attend webinars that were not part of Respondent's job duties in order to obtain gifts from the webinar
3 organizers. The Enforcement Division also provided evidence that Respondent accepted gifts, including tickets to
4 sporting events, from companies seeking to do business with SFMTA. The evidence indicates that Respondent
5 misrepresented his City position and used the prestige of City office to obtain these benefits. The Enforcement
6 Division also provided evidence that Respondent provided false information to Commission investigators during the
7 course of the investigation.

8 A. Webinar Attendance

9 According to the evidence presented, beginning in 2015, Respondent began using his own City e-mail
10 address to register for online webinars that were unrelated to his City employment and without authorization from
11 SFMTA. Respondent subsequently used his City computer and City time to attend these webinars. In exchange for
12 attendance, Respondent received various incentives, including gift cards, food and transit credits, alcohol, clothing,
13 and electronics.

14 The evidence indicates that from May 1, 2021 through March 26, 2024, Respondent attended at least 500
15 webinars during work hours. This does not include webinars that took place on a weekend or entirely during
16 Respondent's lunch hour. Most webinars lasted between 45 minutes and one hour, with several lasting up to three
17 hours. During this period, Respondent spent hundreds of hours of City time attending webinars and received at least
18 \$10,000 in incentives for his attendance. The Enforcement Division provided an accounting of all of the gifts that
19 Respondent is alleged to have received for attending the webinars, including the date and sponsor of each webinar
20 that investigators believe Respondent attended. This accounting is supported by City email records and the
21 declaration of Senior Investigator Jeffrey Zumwalt.

22 The evidence indicates that Respondent often attended multiple webinars in a single day. For example,
23 Respondent appears to have attended eight webinars in a three-day period from November 15-17, 2022, receiving
24 over \$135 in gift cards and Uber credits in exchange. In another example, on December 13, 2023, Respondent
25 appears to have attended three webinars put on by Nutanix, Insight and Microsoft, and Proofpoint. Respondent
26 received a \$10 gift card; a \$25 gift card; and a pair of Tunezie Wireless Earbuds, respectively, for attending these
27 webinars.

1 According to investigators, Respondent's supervisor informed investigators that Respondent never
2 requested or received approval to attend the webinars.

3 The evidence also indicates that Respondent used false names and fake City user accounts that he created in
4 order to register for webinars multiple times so as to obtain multiple gifts. According to the Enforcement Division,
5 Respondent used his access to the City's e-mail system to create two alias City e-mail accounts in the names of
6 Stephanie Lin (stephanie.lin@sfmta.com) and Pete Gon (pete.gon@sfmta.com). Respondent then signed up for
7 webinars using these e-mail addresses. Respondent subsequently attended webinars using these e-mail addresses on
8 City time and using a City computer. In most cases, Respondent used the alias e-mail addresses to allow him to
9 attend the same webinars using multiple accounts, ultimately earning him two or three times the given incentive for
10 that webinar. Between May 1, 2021 and March 26, 2024, Respondent used alias City e-mail addresses to attend an
11 additional 69 webinars and earn at least an extra \$1,000 in incentives.

12 **B. Sporting Event Tickets and Related Gifts**

13 *1. Acceptance of Tickets and Related Gifts*

14 According to the evidence presented, Respondent accepted gifts from several business organizations he
15 knew or had reason to know were seeking to enter into a business with SFMTA. The evidence indicates that from
16 August 20, 2021 through August 16, 2023, Respondent accepted tickets to at least 14 business-sponsored events at
17 professional sports games, including at least 10 San Francisco Giants games, three Golden State Warriors games,
18 one San Jose Sharks game, and one San Francisco 49ers game.

19 The evidence indicates that Respondent received additional gifts in conjunction with the free sporting event
20 tickets. For at least five Giants games and one 49ers game, Respondent appears to have received access to a luxury
21 suite. For at least two games, Respondent received at least \$190 in merchandise or merchandise vouchers.
22 Respondent received Uber credits or similar transportation vouchers to and from at least two events. Also, for at
23 least two events, Respondent requested and received a second ticket to bring a guest free of charge.

24 Investigators communicated with event sponsors to confirm the value of tickets, merchandise, travel
25 vouchers, and other gifts for some of these events. For these events, the cost of tickets and related gifts ranged from
26 \$104 to \$875 per game. Of the eight games for which the ticket and related gift values were confirmed, the
27 combined value is \$3,332. For an additional game, the ticket value is not confirmed but the \$150 in merchandise
28 given has a confirmed value. This brings the confirmed minimum value of the tickets and related gifts to \$3,482.

Investigators estimated that given the number of events and the confirmed costs, the estimated total value of all sporting event-related gifts received by Respondent is approximately \$4,000 - \$6,000.

Table 1: Summary of Sporting Event Tickets and Related Gifts Received by Respondent

Date of Sporting Event	Sports Team	Sponsor(s) (Gifts Provided)	Value	Count Number
8/20/21	Giants	Synack (one ticket)	\$250	Count 6
9/28/22	Giants	Informatica; LumenData (two tickets, merchandise)	\$527	Count 7
10/15/22	Sharks	Darktrace (two tickets, Uber voucher)	\$875	Count 8
10/23/22	49ers	Darktrace (one ticket)	\$292	Count 9
4/26/23	Giants	Netskope (one ticket)	\$200	Count 10
5/16/23	Giants	LumApps (one ticket)	\$500	Count 11
6/20/23	Giants	Sysdig; Cocode (two tickets; Uber vouchers)	\$584	Count 12
8/16/23	Giants	KIS; Eaton (one ticket; food)	\$104	Count 13
2/24/23	Warriors	Strata (one ticket, merchandise)	Not in evidence; at least \$150	Count 14
7/11/22	Giants	Okta (one ticket)	Not in evidence	Count 15
8/4/22	Giants	Morpheus Data; Stratascale; Cohesity (one ticket)	Not in evidence	Count 16
2/13/23	Warriors	Port53; Cisco (one ticket)	Not in evidence	Count 17
4/4/23	Warriors	Gensys (one ticket)	Not in evidence	Count 18
4/25/23	Giants	Laceworks (one ticket)	Not in evidence	Count 19
Total:			\$3,482 (confirmed minimum) Investigators estimate \$4,000-\$6,000 total	

2. Restricted Sources

The evidence indicates that Respondent had reason to know that the companies that provided him with the free event tickets and related gifts were seeking to do business with SFMTA. Investigators indicated that they spoke with representatives from sponsoring businesses that described the events as a place for their companies to seek new clients. Investigators stated that Respondent acknowledged in an interview that some of these companies followed up after the events in an attempt to sell the SFMTA their products, and email records provided examples of this.

1 Investigators also indicated that Respondent stated in an interview that he attended the relevant sporting events
2 representing SFMTA and that Respondent acknowledged that he did not request or receive permission to do this.
3 According to investigators, Respondent admitted that he was aware that the companies gave him tickets to sporting
4 events to entice him to buy their products on behalf of SFMTA. According to investigators, Respondent stated to
5 investigators that he let the companies know that he did not have the authority to purchase anything for SFMTA.
6 Additionally, investigators stated that Respondent said that he did not ultimately push for the department to adopt the
7 products offered by the companies because he did not want to get in trouble for “being bribed for a contract.”

8 The evidence provided indicates that in 2016 Respondent attended an event hosted by Dasher Technologies
9 at a San Francisco Giants baseball game and subsequently signed up for a second event. A representative reached
10 out via e-mail asking to “learn more about your roles and responsibilities to see if Dasher Technologies could be of
11 assistance.” Respondent replied, “[i]f you could send me some info about dasher, I can take a look and see if it
12 applies to what were [sic] currently doing.” Investigators argued that this interaction shows that as early as 2016
13 Respondent was aware that such complimentary sporting events were for the purpose of encouraging attendees to do
14 business with the sponsoring company.

15 The record shows that on September 28, 2022 Informatica and LumenData sponsored an event at the San
16 Francisco Giants game, marketed as a “West Executive Experience,” to which Respondent accepted two free tickets.
17 Earlier in the day, a Business Development Representative from the companies sent Respondent an e-mail
18 describing both companies and the services they provide. Other email records shows that in October 2022,
19 Respondent registered himself and a colleague that “doesn’t work at my company, but a different company” for an
20 event hosted by Darktrace at the October 15, 2022 San Jose Sharks hockey game. Before the event, a Darktrace
21 representative attempted to setup a Zoom call with Respondent for a “quick demo,” but it was rescheduled.
22 Darktrace scheduled a meeting with Respondent for October 13, 2022, titled “Charlie/SFMTA & Darktrace.” After
23 the event, a representative reached out to Respondent with an e-mail titled “Darktrace + SFMTA,” stating, “great to
24 hear you enjoyed yourself at the San Jose Sharks game,” and “looking forward to sharing our email updates released
25 last month with you.”

26 Email records show that Respondent received a similar e-mail from a Port53 representative on February 14,
27 2023, one day after the Port53 and Cisco hosted him at a Golden State Warriors game. The e-mail thanked him for
28 attending, noting it was hard “to beat that view from the hospitality suite and all the great food, wine,” and the great

game. The representative was following up on requests during the game to discuss the “Port53/Cisco Product and Solution set,” and referenced remarks given by several representatives at the event about the companies’ cyber “framework” and how much customers could get for “a dollar spent.”

According to investigators, Respondent later confirmed his understanding that the businesses that provide him with free game tickets were attempting to do business with SFMTA.

3. Misrepresentation of City Position; Misuse of Prestige of Office

The Enforcement Division provided evidence that Respondent misidentified his City position in order to obtain the free tickets to the sporting events in question. Respondent appears to have represented his City position as “IT Manager” in order to convey that he had more authority over contracting decisions that he actually did. For example, the evidence indicates that Respondent attended an event hosted by Strata, at the February 24, 2023 Golden State Warriors basketball game, where Respondent received free admission to a luxury suite, food and drink, and a \$150 voucher for merchandise. Respondent registered for this event as an IT Manager. The Enforcement Division provided email records of investigators’ communications with company representatives regarding Respondent’s interactions with the companies at the time of the sporting events. Multiple company representatives indicated that Respondent would not have been provided with the free tickets and related gifts had the companies known that Respondent was not in fact an IT Manager.

C. False Information and Misrepresentation of Material Facts

According to investigators, during a June 4, 2024 interview, Respondent lied to investigators multiple times. Senior Investigator Jeffrey Zumwalt stated in a declaration that Respondent claimed he never held himself out as an IT Manager but that Respondent changed his answer once presented with contradictory evidence. Zumwalt also stated that Respondent underestimated the value of the webinar-related gifts he received by over \$1,000 per year. Zumwalt indicated that Respondent claimed he received tickets to “less than 10” sporting events, despite evidence showing he received tickets to 29 sporting events.

IV. SUMMARY AND ASSESSMENT OF EVIDENCE AND ARGUMENTS

Probable cause exists “if the evidence is sufficient to lead a person of ordinary caution and prudence to believe or entertain a strong suspicion that a respondent committed or caused a violation.” Based on the evidence and arguments submitted in the Probable Cause Report, probable cause exists for each of the counts contained in the Probable Cause Report.

1 A. Counts 1 & 2 – SIA Violations: Use of City Resources for non-City Purposes

2 As discussed above, SFMTA’s SIA prohibited employees from using City resources, including computer,
3 e-mail, and internet access, for any non-City purpose. (SFMTA SIA § IV(A)). The evidence indicates that from
4 March 2021 through March 2024, without receiving permission, Respondent used his City e-mail, internet access,
5 and computer to attend at least 500 webinars unrelated to his employment during work hours. Respondent’s use of
6 these City resources was neither minimal nor incidental. Respondent used these resources hundreds of times over the
7 course of several years to amass gifts that investigators estimate as having a total value of over \$10,000.

8 Respondent also appears to have created two fake City email accounts to enroll in webinars multiple times.
9 As an IT Operations Support Administrator, Respondent had access to City systems that allowed him to create City
10 email accounts. The evidence indicates that Respondent used this access for his own personal purposes by creating
11 fake accounts in order to obtain gifts.

12 This evidence would lead a person of ordinary caution and prudence to believe or entertain a strong
13 suspicion that Respondent violated the SFMTA SIA section IV(A) by using City resources for personal purposes.
14 Any violation of a departmental SIA constitutes a violation of C&GC Code section 3.218. For these reasons, I find
15 that probable cause exists for Counts 1 and 2.

16 **COUNT ONE:** Respondent violated SF C&GCC § 3.218 and the SFMTA’s Statement of Incompatible
17 Activities § IV(A) by using City resources to attend hundreds of webinars unrelated to his employment.

18 **COUNT TWO:** Respondent violated SF C&GCC § 3.218 and the SFMTA’s Statement of Incompatible
19 Activities § IV(A) by using City resources to create fake e-mail addresses for personal purpose.

20 B. Counts 3 & 4 – SIA Violations: Use of Prestige of Office

21 Section IV(C) of SFMTA’s SIA prohibited employees from using their City title or designation in any
22 communication for any private gain or advantage. This rule prohibited the use of City letterhead, City title, City e-
23 mail, or any other City resource, for any communication that may lead the recipient of the communication to think
24 that the officer or employee is acting in an official capacity when the officer or employee is not. It also prohibited
25 each employee from holding himself or herself out as a representative of the Department, or as an agent acting on
26 behalf of the Department, unless authorized to do so.

27 The evidence presented indicates that Respondent registered for and accepted tickets to fourteen exclusive
28 business-sponsored events at professional sports games using his City e-mail address. For at least ten of these
events, Respondent also falsely represented himself as an IT Manager for SFMTA, a position that would have had

1 more authority to make software purchasing decisions and thus been a more appealing sales target for software
2 companies. Respondent engaged in several email exchanges with the hosts of these events about SFMTA's potential
3 purchase of products and services provided by the host companies. The evidence indicates that Respondent engaged
4 in these communications while leading the hosts of the companies to believe that he was acting in an official
5 capacity. By attending these events, Respondent appears to have put himself forward as an agent of SFMTA with
6 the authority to discuss potential contracts with the host companies even though he did not hold any position or
7 authority to do so. Email records indicate that at least some of the companies have stated they would not have
8 provided the free tickets to Respondent if they had known he was not an IT Manager. Because the evidence shows
9 that Respondent used his City e-mail, his actual City title, and a false City title for personal purposes, probable cause
10 exists to believe that Respondent violated C&GC Code section 3.218 by using the prestige of office for personal
11 gain in violation of section IV(C) of the SFMTA SIA.

12
13 **COUNT THREE:** Respondent violated SF C&GCC § 3.218 and the SFMTA's Statement of Incompatible
14 Activities § IV(C) by using his City e-mail and title for communications that created the false appearance
that Respondent was acting in an official capacity.

15 **COUNT FOUR:** Respondent violated SF C&GCC § 3.218 and the SFMTA's Statement of Incompatible
16 Activities § IV(C) by holding himself out as a representative of his department without authorization.

17 C. Count 5 – SIA Violations: Accepting Gifts or Gratuities from Businesses Seeking to Enter into a
18 Contract with SFMTA

19 Section III(A)(1)(b) of SFMTA's SIA prohibited any employee from directly or indirectly soliciting or
20 accepting any "gifts, gratuities, or any other consideration" from an entity that is seeking to enter into a contract with
21 SFMTA. The evidence presented indicates that from March 2021 through March 2024, Respondent accepted gifts
22 from private companies seeking to do business with SFMTA by attending at least 14 professional sports games
23 sponsored by private companies seeking to gain new clients. Investigators have estimated the total value of these
24 tickets and related gifts at \$4,000-6,000 based on a confirmed value of \$3,482 for nine of the 14 events.

25 Respondent appears to have known that these companies were seeking to do business with the SFMTA.
26 The evidence indicates Respondent directly communicated with these companies both in person and via email
27 regarding product demos, product launches, and other potential services they could provide to SFMTA. According
28 to investigators, Respondent acknowledged during an interview that he understood the companies intended to use

1 those events to seek business with SFMTA. According to investigators, Respondent stated that he did not ultimately
2 push for the department to adopt the products offered by the companies because he did not want to get in trouble for
3 “being bribed for a contract,” which underscores Respondent’s awareness that the entire purpose of the events was
4 to seek software contracts with SFMTA. Because Respondent accepted gifts in the form of event tickets,
5 merchandise, travel vouchers, and food and drink from companies he knew were seeking to enter into a contract
6 with SFMTA, Respondent likely violated C&GC Code section 3.218 by violating section III(A)(1)(b) of the
7 SFMTA SIA.

8 **COUNT FIVE:** Respondent violated SF C&GCC § 3.218 and the SFMTA’s Statement of Incompatible
9 Activities § III(A)(1)(b) by accepting gifts from businesses seeking to enter into a contract with the
10 Department.

11 D. Counts 6-19 – Restricted Source Rule Violations: Accepting Gifts from Restricted Sources

12 City law prohibits employees from soliciting or accepting any gift from a person who the employee knows
13 or has reason to know is a restricted source. The evidence presented indicates that Respondent received and accepted
14 tickets, merchandise, food and drink, and travel vouchers to at least 14 professional sports games paid for by private
15 companies which were seeking to do business with Respondent’s department. Email records show that
16 representatives from several of the companies reached out to Respondent both before and after the events in an
17 attempt to discuss information technology products and services that their companies could provide to SFMTA.
18 Evidence shows they also discussed these products in person at the events in an attempt to do business with
19 SFMTA. Respondent was aware of these companies’ efforts to do business with SFMTA, and thus Respondent was
20 prohibited from accepting any gifts from the companies. Nonetheless, the evidence indicates that Respondent
21 accepted tickets and related gifts from these companies valued at an estimated \$4,000-6,000. Although, according to
22 investigators, Respondent claimed he always told company representatives that he was not in a position to buy their
23 products, this is not relevant to Respondent’s knowledge that the companies were in fact seeking to do business with
24 SFMTA. This claim is also called into question by Respondent frequently misrepresenting himself as an IT
25 Manager, apparently for the purpose of presenting himself as a City employee with some level of purchasing
26 authority.

27 The evidence indicates that Respondent accepted tickets, merchandise, and other gifts from restricted
28 sources and that the gifts were worth more than the \$25 de minimis exception that was in place at the time. Even for

1 the event tickets that investigators were not able to confirm the value of, it is very likely that these tickets were
2 worth more than \$25. The average value of the tickets and related gifts that investigators were able to confirm was
3 over \$300. The events that do not yet have a confirmed value were similar in nature and thus are likely to have a
4 similar value. Thus, there is probable cause to believe that Respondent accepted gifts from restricted sources in
5 violation of C&GCC § 3.216(b) on fourteen separate occasions.

6 **COUNT SIX:** Respondent violated 3.216(b) when he accepted a ticket to the August 20, 2021 San
7 Francisco Giants game from Synack, a restricted source technology and software company.

8 **COUNT SEVEN:** Respondent violated 3.216(b) when he accepted two tickets to the September 28, 2022
9 San Francisco Giants game and merchandise from Informatica and LumenData, restricted source
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11 October 15, 2022 San Jose Sharks game from Darktrace, a restricted source technology and software
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12 **COUNT NINE:** Respondent violated 3.216(b) when he accepted a ticket to the October 23, 2022 San
13 Francisco 49ers game from Darktrace, a restricted source technology and software company.

14 **COUNT TEN:** Respondent violated 3.216(b) when he accepted a ticket to the April 26, 2023 San
15 Francisco Giants game from Netskope, a restricted source technology and software company.

16 **COUNT ELEVEN:** Respondent violated 3.216(b) when he accepted a ticket to the May 16, 2023 San
17 Francisco Giants game from LumApps, a restricted source technology company.

18 **COUNT TWELVE:** Respondent violated 3.216(b) when he accepted two tickets and Uber vouchers to the
19 June 20, 2023 San Francisco Giants game from Sysdig and Cocode, restricted source technology and
software companies.

20 **COUNT THIRTEEN:** Respondent violated 3.216(b) when he accepted a ticket to the August 16, 2023
21 San Francisco Giants game and food from KIS and Eaton, restricted source technology and software
companies.

22 **COUNT FOURTEEN:** Respondent violated 3.216(b) when he accepted a ticket to the February 24, 2023
23 Golden State Warriors game and merchandise from Strata, a restricted source technology and software
company.

24 **COUNT FIFTEEN:** Respondent violated 3.216(b) when he accepted a ticket to the July 11, 2022 San
25 Francisco Giants game from Okta, a restricted source technology and software company.

26 **COUNT SIXTEEN:** Respondent violated 3.216(b) when he accepted a ticket to the August 4, 2022 San
27 Francisco Giants game from Morpheus Data, Stratascale, and Cohesity, restricted source technology and
28 software companies.

1 **COUNT SEVENTEEN:** Respondent violated 3.216(b) when he accepted a ticket to the February 13, 2023
2 Golden State Warriors game from Port53 and Cisco, two restricted source technology and software
3 companies.

4 **COUNT EIGHTEEN:** Respondent violated 3.216(b) when he accepted a ticket to the April 4, 2023
5 Golden State Warriors game from Gensys, a restricted source technology and software company.

6 **COUNT NINETEEN:** Respondent violated 3.216(b) when he accepted a ticket to the April 25, 2023 San
7 Francisco Giants game from Laceworks, a restricted source technology and software company.

8
9 E. Count 20 – Restricted Source Rule Violations: Accepting Gifts from Restricted Sources

10 City law prohibits any person from misrepresenting any material fact relevant to an Ethics Commission
11 investigation. According to Senior Investigator Jeffrey Zumwalt’s declaration, during an investigative interview on
12 June 4, 2024, Respondent claimed he never held himself out as an IT Manager; stated that he had received tickets to
13 “less than 10” sporting events; and greatly underestimated the value of the gifts he had received. While the estimated
14 value of the gifts could be subject to some uncertainty on Respondent’s part, the fact that Respondent had held
15 himself out as an IT Manager is a simple fact of which Respondent would clearly have been aware. The evidence
16 indicates he falsely used the title many times with different companies from which he accepted event tickets.
17 Likewise, the evidence indicates that Respondent attended 29 free sporting events (14 of which are included as
18 counts in this matter), and he therefore would have been aware that it was not true that he had been to fewer than 10
19 games. Thus, the evidence indicates that Respondent likely provided information to investigators that he knew to be
20 false, which is a violation of C&GC Code section 3.240(a). Probable cause therefore exists for this count.

21 **COUNT TWENTY:** Respondent Chiem violated SF C&GCC § 3.240 when he knowingly and
22 intentionally misrepresented material facts to Ethics Commission investigators.

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24 

25 **Patrick Ford**
26 Executive Director
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