

Patrick Ford
Executive Director
Olabisi Matthews
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 Case No. 25-001001
	)	
Sophia Andary,	)	
	)	
Respondent.	)	STIPULATION, DECISION, AND ORDER
	)	
	)	
	)	

THE PARTIES STIPULATE AS FOLLOWS:

1. This Stipulation, Decision, and Order ("Stipulation") is made and entered into by and between Sophia Andary ("Respondent") and the San Francisco Ethics Commission ("the Commission").
2. Respondent and the Commission agree to settle and resolve all factual and legal issues in this matter and to reach a final disposition without an administrative hearing. Respondent represents that Respondent has 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 Respondent regarding the violations of law described in Exhibit A, and this Stipulation shall constitute the complete resolution of all claims by the Commission against Respondent related to such violations. Respondent

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

3. Respondent acknowledges responsibility for and agrees to pay an administrative penalty as set forth in Exhibit A. Respondent agrees 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, Respondent 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 Respondent fails 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. Respondent understands, and hereby knowingly and voluntarily waives, 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 Respondent's expense, to confront and cross-examine all witnesses testifying at the hearing and to subpoena witnesses to testify at the hearing.

7. Respondent understands and acknowledges 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 Respondent 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, Respondent agrees that the Stipulation and all references to it are inadmissible. Respondent moreover agrees 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.

Dated: 11-14-2025 | 16:47:29 PST _____

[REDACTED]
PATRICK FORD, EXECUTIVE DIRECTOR
SAN FRANCISCO ETHICS COMMISSION

Dated: 11-14-2025 | 14:47:51 PST _____

[REDACTED]
SOPHIA ANDARY
RESPONDENT

DECISION AND ORDER

The foregoing Stipulation of the parties in the matter of “Sophia Andary, SFEC Complaint No. 25-001001,” 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: _____

ARGEMIRA FLOREZ-FENG, CHAIRPERSON
SAN FRANCISCO ETHICS COMMISSION

Exhibit A

I. Introduction

Sophia Andary (“Respondent”) joined the Commission on Status of Women (“COSW”) in September 2019 and currently serves as a member of the COSW. Between September 2023 to August 2024, she served as Vice President, and from September 2024 to August 2025, she served as President. COSW, which is comprised of seven members appointed by the Mayor, is responsible for reviewing and approving programs, policies, and legislation related to equitable treatment and the advancement of women and girls throughout San Francisco. As a member COSW, Respondent is prohibited from soliciting or receiving gifts, including honoraria, or any form of compensation from certain entities. On April 19, 2024, Respondent received a prohibited honorarium of \$1,000 from Ignite National (“Ignite”) after presenting a workshop at an event hosted by Ignite. Within the prior twelve months of receiving the honorarium from Ignite, Respondent, in her role as Vice President of COSW, had voted to approve a grant agreement involving Ignite. Because Respondent received a payment from Ignite, such payment also constituted compensation or income under the law. Thus, by accepting honorarium from Ignite and thus receiving income from an entity that contracts with her department, Respondent violated multiple City ethics laws.

II. Applicable Law

Compensation from an Entity that Contracts with the City

No current or former City officer or employee may be employed by or otherwise receive compensation from a person or entity that entered into a contract with the City within the preceding twelve months where the officer or employee personally and substantially participated in the awarding of the contract. SF C&GCC § 3.234(a)(3). The prohibition applies to any and all employment arrangements, including but not limited to employment as a full or part-time employee, consultant or independent contractor and any and all forms of compensation. Reg. § 3.234-3. Additionally, “income” is defined as “a payment received, including but not limited to, any salary, wage, advance . . . gift, including any gift of food or beverage, loan, forgiveness or payment of indebtedness received . . .” Gov’t Code § 82030.

Honorarium

The San Francisco Campaign and Governmental Conduct Code, which incorporates the provisions of the California Political Reform Act, prohibits the receipt of honoraria. SF C&GCC 3.1-101. An honorarium is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. Gov’t Code § 89501(a). Honorarium does not include earned income for personal services which are customarily provided in connection with the practice of a bona fide business, trade, or profession, such as teaching, practicing law, medicine, insurance, real estate, banking, or building contracting, unless the sole or predominant activity of the business, trade, or profession is making speeches. *Id.* § 89501(b)(1). Honorarium includes all payments, advances, or reimbursements for travel and related lodging and subsistence. *Id.* § 89501(c).

A member of a state board or commission or designated employee of a local government agency, such as members of COSW, may not accept an honorarium from any source if the employee would be required to report the receipt of income or gifts from that source on the member's or employee's Statement of Economic Interests (Form 700). Gov't Code § 89502(c); *see also* 3.1-102(a). Members of COSW are required to file their Statement of Economic Interests at Disclosure Category 2, which requires disclosure of all income, including gifts, from any source that received or seeks to receive grants from the Commission. SF C&GCC § 3.1-455. Therefore, members of COSW are prohibited from receiving an honorarium from any source that received or seeks to receive grants from COSW.

III. Summary of Material Facts

As stated above, Respondent joined COSW in September 2023 where she has served as Vice President from September 2023 until August 2024 and as President from September 2024 to August 2025. On December 13, 2023, during a regularly scheduled commission meeting, Kimberly Ellis ("Ellis"), who was the Executive Director of the Department of the Status of Women ("DOSW"), presented a competitive solicitation requirement waiver request to enter into a sole source grant agreement with Ignite. Administrative Code section 21G.8 requires commission approval for those departments under the jurisdiction of a commission to enter into sole source grant agreements. A waiver can only be approved if a competitive process is infeasible or impracticable and a public purpose may reasonably be accomplished by one particular grantee. SF Admin Code § 21G.8. Therefore, for DOSW to enter into the grant agreement with Ignite, members of COSW were required to first approve the waiver.

During this meeting, Respondent along with the other commissioners voted to approve the grant for \$500,000 to be used to host an event titled Shift Happens Women's Policy Summit (the "Summit.") The waiver request described the Summit as hosting 1,000 individuals and would include "an emphasis on the impact women can and will have in the 2024 election." The listed justification for the competitive solicitation requirement waiver was that "the public purpose may reasonably be accomplished by one particular grantee."

Records show that on March 25, 2024, three months after the approval of the waiver request, Respondent received an email from Ellis requesting that Respondent co-lead a breakout session at the Summit along with another speaker. Respondent replied to the email from Ellis on March 26, 2024, and they both set up a call for March 29, 2024 to discuss the breakout session.

Two days after the email request, at the March 27, 2024 COSW meeting, Ellis introduced a second competitive solicitation requirement waiver request to amend the 2023 sole source grant agreement with Ignite. This new request was to increase the Summit's budget by \$200,000 to a total of \$700,000. Members of COSW, including Respondent, voted to approve the waiver request unanimously.

On April 18, 2024, Ignite hosted the Summit described above. According to the event's program, Respondent facilitated the "O is for Organizing: Organize, Mobilize – Victory!" breakout session. On April 29, 2024, Ignite sent a \$1,000 honorarium to Respondent following her participation at the Summit. Respondent reported the \$1,000 as income from Ignite on her 2024 Form 700 filing.

During her interview, Respondent stated that she first learned about any payment related to the Summit on March 29, 2024, after both votes related to Ignite had already taken place. Respondent stated that she learned she would receive payment for speaking at the Summit through a Microsoft

Teams meeting with Ellis on April 1, 2024. Respondent noted that, during the meeting, no specific amount was mentioned. Respondent also noted that during this same meeting, Ellis assured her that there was no “conflict of interest” in her participation in the Summit and that she relied upon Ellis’s assertions when agreeing to participate in the Summit with knowledge that she would receive compensation. Respondent did not seek advice from the Ethics Commission prior to agreeing to speak at the Summit and only did so a year later upon seeing a news article dated March 28, 2025 in the San Francisco Standard about the honorarium. On March 28, 2025, Respondent submitted a General Guidance Request to the Ethics Commission requesting advice and offering to return the \$1,000 stipend. Additionally, during her interview with investigators on September 11, 2025, Respondent again inquired about how she could return or dispose of the \$1,000. However, Respondent did not receive any advice on this inquiry because the Ethics Commission does not provide advice regarding past conduct that constitutes a violation. There is no indication that Respondent returned the \$1,000 to Ignite or disposed of it in any other way.

Since joining COSW in 2019, Respondent has completed her required annual government ethics trainings for each year. The annual training includes information about the prohibition against the conduct that resulted in the violations at issue in this matter.

IV. Violations of Law

Count 1

Accepting compensation from an entity that contracted with the City in violation of SF C&GCC section 3.234(a)(3)

Count 1: By receiving compensation from an entity that entered into a contract with the City within the preceding twelve months where Respondent personally and substantially participated in the awarding of the contract, Respondent violated SF C&GCC § 3.234(a)(3).

As a Commissioner, Respondent is prohibited from receiving income or any form of compensation from any source or entity that entered into a contract with the City within the preceding twelve months where Respondent personally and substantially participated in the awarding of the contract. By voting to approve a competitive solicitation requirement waiver request for the Ignite sole source grant agreement and also voting to approve its subsequent amendment, Respondent personally and substantially participated in the awarding of the contracts. Therefore, Respondent was prohibited from receiving income or any form of compensation from Ignite for twelve months from the date of the approvals in December 2023 and March 2024. Respondent’s receipt of the \$1,000 honorarium on April 19, 2024 from Ignite constituted receipt of compensation in violation of this prohibition.

Count 2

Accepting an honorarium from a source that received grants from COSW in violation of Government Code section 89502(c)

Count 2: By accepting an honorarium from a source that received grants from COSW, Respondent violated Gov’t Code § 89502(c).

As a Commissioner, Respondent was additionally prohibited from receiving an honorarium from any source that she would be required to disclose receiving income or gifts from on her Form 700. As a Category 2 Form 700 filer, Respondent is required to disclose all income, including gifts, from any source that received grants from COSW. Ignite received grants from COSW during the relevant period. Therefore, Respondent was prohibited from receiving honoraria from Ignite. Because Respondent received prohibited honorarium from Ignite, Respondent violated the law.

V. Penalty Assessment

This matter consists of two counts for conduct in violation of the San Francisco Campaign and Governmental Conduct Code. The San Francisco Charter authorizes the Ethics Commission to assess a maximum administrative penalty of “up to five thousand dollars (\$5,000) per violation, or three times the amount which the person failed to report properly or unlawfully contributed, expended, gave, or received.” SF Charter § C3.699-13(c)(i)(3).

Pursuant to section 9(D) of the Enforcement Regulations, when determining penalties, the Ethics Commission considers all of the relevant circumstances surrounding the case, including but not limited to: (a) the severity of the violation; (b) the presence or absence of any intention to conceal, deceive, or mislead; (c) whether the violation was deliberate, negligent or inadvertent; (d) whether the violation was an isolated incident or part of a pattern; (e) whether the respondent has a prior record of violations of law; and (f) the degree to which the respondent cooperated with the investigation and demonstrated a willingness to remedy any violations.

A commissioner accepting income from a source regulated by their commission can cause potential harm to the public’s trust in the fairness and impartiality of City and County governmental decisions. The proper operation of San Francisco government requires that public officials be independent and impartial. The public interest, therefore, requires that City officers be prohibited from accepting income from regulated sources. The ethics laws at issue in this case help to ensure that public office is not used for, nor appears to be used for, personal gain or unfair advantage. Violations of these laws can compromise the public’s trust in the integrity of City government. In particular, City and County contracts should be, and should appear to be, awarded on a fair and impartial basis. If City officers receive income from a restricted source, it creates potential for, and the appearance of, favoritism or preferential treatment by the City and improper awarding of public contracts.

Although investigators did not find evidence that Respondent knew of the honorarium prior to the two decisions she made regarding Ignite, it could appear to the public that a conflict of interest may have existed. Also, even though Respondent states she relied on the representation by Ellis when she agreed to accept the honorarium from Ignite, such reliance does not absolve Respondent from her obligation and responsibility under the law. As noted above, Respondent certified that she completed all of her required Ethics trainings, which included the rule regarding the prohibition against acceptance of honoraria by local City officials from any source that the official would be required to disclose receiving income or gifts on their Form 700. Respondent has certified taking this training over the course of her tenure on COSW. Thus, Respondent should have known that accepting the honorarium from Ignite was a violation of the law.

In mitigation, Respondent was cooperative with investigators and demonstrated willingness to remedy the violation. Respondent maintains that this was an inadvertent and isolated incident and does not have any prior violation of the law with the Ethics Commission. Respondent noted that she led a breakout group for the Summit the prior year and did not receive any sort of compensation. As such, she did not believe that there was any financial compensation at the time of the initial votes on the Ignite grant agreements.

In balancing the above facts and considering the penalty factors, a penalty of \$1,000 in total is appropriate in this case. Staff recommends a larger portion of the penalty amount for count one because the violation of SF C&GCC section 3.234(a)(3) is considered more serious given Respondent's direct involvement in awarding a contract. By contrast, Staff recommends a lower portion of the penalty for count two because the violation within Government Code section 89502(c) derived from the reportability of the source rather than from the act of accepting the honorarium itself. Thus, parties agree that \$1,000 in total penalties is warranted based on the facts in this matter.

Count 1 (Compensation from a prohibited source): \$750

Count 2: (Honorarium from a prohibited source): \$250

Total Penalty: \$1,000