

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 Complaint Nos. 25-953
)	
Godfred Masinde,)	
)	
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 Godfred Masinde (hereinafter "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: 12-15-2025 | 15:12:40 PST

DocuSigned by:
Patrick Ford
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PATRICK FORD
EXECUTIVE DIRECTOR SAN FRANCISCO ETHICS COMMISSION

Dated: 12-08-2025 | 14:50:27 PST

DocuSigned by:
Godfred Masinde
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GODFRED MASINDE
RESPONDENT

DECISION AND ORDER

The foregoing Stipulation of the parties in the matter of “Godfred Masinde, SFEC Complaint No. 25-953,” 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 FLORES-FENG, CHAIRPERSON
SAN FRANCISCO ETHICS COMMISSION

Exhibit A

I. Introduction

Respondent Godfred Masinde assumed office as the Director of the Public Health Lab (“PHL”) for the Department of Public Health (“DPH”) in August 2016. PHL provides laboratory testing to support the diagnosis and prevention of communicable and non-communicable diseases. As the Director of PHL, Respondent Masinde authorized and directed what was described in DPH email communications as a holiday luncheon at a San Francisco restaurant in December 2023 where he invited PHL employees to attend and made arrangements for Abbott, an entity that does business with PHL, to pay for the event. Under City law, any entity doing business with DPH is considered a restricted source for DPH and all of its employees, including PHL employees. Therefore, PHL employees are prohibited from receiving gifts from Abbott under the law. Furthermore, City employees who cause any other person to violate City law, including the gift prohibitions, may be held liable under the City’s Conflict of Interest Code. Because the event was paid for by an entity doing business with Respondent Masinde’s department, each PHL employee in attendance received a gift from the City contractor and the pro-rata share of those in attendance exceeded the \$25 exception providing under the restricted source gift rule at the time in question, in violation of San Francisco Campaign and Governmental Conduct Code (“SF C&GCC”) section 3.218(b). Notably, Respondent Masinde did not attend the event or obtain any personal benefit from the event. However, as the head of PHL and the person ultimately responsible for coordinating the holiday luncheon, and as one who knew or had reason to know that Abbott was a restricted source to DPH, Respondent Masinde caused City employees to violate the restricted source gift rule.

II. Applicable Law

The gift laws applicable to this case are laws in existence prior to the passage of Proposition D, which went into effect on October 12, 2024.

San Francisco Gift Laws

A “gift” is 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). Under state regulations, the standard valuation of attendance at an invitation-only event is “the official’s . . . pro-rata share of the cost of food, catering services, entertainment, and any item provided to the official . . . that is available to all guests attending the event.” 2 CCR § 18946.2.

Under City law applicable at all times relevant to this matter, City officers and employees were prohibited from soliciting or accepting any gift from a person who the officer or employee knew or had reason to know was a restricted source. SF C&GCC § 3.216(b)¹. “Restricted source” was defined as either (A) a person doing business with or seeking to do business with the department of the officer or employee, or (B) a person who during the prior twelve months knowingly attempted to influence the officer or employee in any legislative or administrative action. *Id.* § 3.216(b)(1).²

¹ This prohibition has been expanded under Proposition D to include additional restrictions. See SF C&GCC § 3.216 (current). The prior law was in existence since July 2011, until Proposition D went into effect in October 2024.

² The definition of a restricted source has also been expanded and is now located within section 3.203 of the San Francisco Campaign and Governmental Conduct Code.

Commission Regulations define “person” for the purposes of section 3.216(b) as any individual, partnership, corporation, firm, other organization or group of persons, however organized. *Id.* § 3.216(b)-4(a).

Prior to the passage of Proposition D, Commission Regulations provided certain exceptions to the restricted source rule. One exception permitted “voluntary gifts, other than cash, with an *aggregate value of \$25 or less per occasion*, provided that no officer or employee may receive gifts from any restricted source under this exception on more than four occasions during a calendar year. *Id.* § 3.216(b)-5(a) (emphasis added). This exception only applied to de minimis gifts that have a total, or aggregate, value of \$25 or less. A gift worth more than \$25 was prohibited under this exception, even if multiple restricted sources shared the cost and each contributed less than \$25.³

Causing Violations by Others

The San Francisco Charter states that any person who violates any provision of the Charter or of a City ordinance within the Commission’s jurisdiction, or “who causes any other person to violate any such provision . . . shall be liable under the provisions of this section.” SF Charter § C3.699-13(d).

III. Summary of Material Facts and Analysis

Holiday Luncheon at Espetus Churrascaria

On December 21, 2023, PHL held a holiday luncheon at the Espetus Churrascaria Brazilian Steakhouse restaurant in San Francisco that was paid for by Abbott. According to DPH records, approximately twenty-five individuals were invited to the holiday luncheon. Amongst them, a total of twenty individuals attended, including nineteen City employees and the Abbott employee liaison with PHL.

Investigative records show that the event was authorized by Respondent Masinde and was planned with the assistance of a PHL Senior Clerk and the PHL Operations Manager. Initial discussions about planning the event began in early December 2023 when the PHL Senior Clerk reached out to an employee from Abbott on December 4th to check in “about the holiday lunch for the lab.” In response, the employee from Abbott wrote back recommending that the event take place on December 21st, noted that they could coordinate the catering order, and also listed three topics for Continuing Education Units (“CEU”). On December 5th, the PHL Senior Clerk replied to the employee from Abbott stating, “Godfred wanted to check with you if it is possible to eat at restaurant instead of ordering and eating here. Please see attached information and contract. Let us know what you think.” The email included the full name and contact information for the restaurant Espetus Churrascaria and an attached proposed contract that was emailed by the restaurant to the PHL Senior Clerk.

On December 12, 2023, the Abbott employee confirmed that Abbott approved the lunch proposal and then booked the restaurant. The Abbott employee provided a credit card to reserve a fifty percent deposit with the restaurant on December 13, 2023. On December 14, 2023, Respondent Masinde emailed City employees of PHL stating, “Hello Team, we would like to invite to [sic] our end year/holiday Luncheon

³ However, since October 2024, this exception is no longer in place. Instead, only routine office courtesies with an aggregate value of \$25 or less up to 4 times a year at the restricted source place of business at times that the officer or employee must visit the place of business to carry out City duties is permissible. Additionally, following the passage of Proposition D, City officials are prohibited not only from soliciting or accepting restricted source gifts, but they are also prohibited from coordinating or facilitating any gifts for themselves or any other City official from a person they know or have reason to know is a restricted source. Because this event occurred before the passage of Proposition D, the rule in existence prior to the passage of Proposition D is applicable here.

at the Brazilian restaurant from 1pm. Please see attached flyer.” A flyer attached to Respondent Masinde’s event invitation noted the title of the event as “Public Health Lab Holiday Luncheon,” included the date and time, as well as the location of the restaurant.

Respondent Masinde explained that “the biggest reason” for this luncheon was to “get continuing education units to be able to renew our licenses.” Likewise, the Abbott employee liaison told Investigators that the lunch was an “Abbott-organized educational activity with continuing education credit for attendees.” However, neither the email that Respondent Masinde sent nor the flyer attached to the email mentioned Abbott or that continuing education credit was available to attendees. Also, apart from the December 4th email from the Abbott employee, there was no other mention of CEUs in any of the communications related to the event and there is no record that any CEU topics were ever selected for discussion or discussed at the event.

Abbott is a business entity that entered into a five-year product purchase commitment contract with DPH on September 1, 2021. As part of this contract, Abbott provided equipment and supplies to PHL at all times relevant to this matter.

Abbott was a restricted source to DPH and the PHL employees at all times relevant to this matter because the event occurred on December 21, 2023, during the five-year period covered by the contract between Abbott and DPH. Because Abbott was a restricted source to DPH and the PHL employees who attended the event, they were prohibited from accepting a gift valued at more than \$25 that day. SF C&GCC Reg. § 3.216(b)-5(a).

As stated above, nineteen employees of PHL attended the event after receiving the invitation from Respondent Masinde along with one Abbott employee. Investigators interviewed almost all of the attendees and learned that only one attendee, the Assistant Laboratory Director, had a license which required continuing education credit to remain in good standing. Notably, not one attendee whom Investigators interviewed reported that a continuing education presentation was given during the event. According to the restaurant’s invoice, the total cost of the holiday luncheon was \$2,564.90. An employee of Abbott told Investigators that Abbott paid for the entire cost of the holiday luncheon. Based on the total cost of the event (\$2,565) divided by the total number of attendees (20), the pro rata cost of the event for each employee was approximately \$128. Accordingly, each City employee who attended received a restricted source gift of \$128, paid for by Abbott. The \$25 gift exception contained in Regulation 3.216(b)-5(a) does not apply in this instance because the aggregate value of the gift received by each City employee that attended the event was \$128, which is greater than \$25.

Through Respondent Masinde’s leading role in authorizing the holiday luncheon that took place at a restaurant and was paid for by a restricted source, Respondent Masinde caused gift law violations by nineteen City employees. The scope of these violations is significant.

Communications from DPH Human Resources

On December 7, 2021, DPH Human Resources (“HR”) sent to Respondent Masinde’s email a gifts rule reminder letter. The document stated that “DPH employees may not accept[s] gifts from DPH contractors or entities seeking to contract with DPH.” In November 2022, DPH HR sent to Respondent Masinde’s email the November 2022 DPH HR Newsletter. The newsletter included a Gift Giving Rules section which stated “DPH employees CANNOT accept gifts from DPH contractors or entities seeking to contract with DPH.” On December 19, 2023, DPH HR sent to Respondent Masinde’s email the December

2023 DPH Policy Newsletter. The newsletter included a Gift Rules section which stated, “DPH employees MAY NOT accept gifts from DPH contactors or entities seeking to contract with DPH.” Additionally, on December 20, 2023, DPH HR sent a December 2023 DPH HR Newsletter. This newsletter included a “Gift Rules – A message from the Office of Compliance and Privacy” section which again stated, “DPH employees MAY NOT accept gifts from DPH contactors or entities seeking to contract with DPH.” These four notifications were sent to Respondent Masinde’s email prior to when the event occurred on December 21, 2023.

Respondent Masinde had reason to know that Abbott was a restricted source for DPH because Abbott provides equipment and supplies essential to the functioning of PHL and Respondent Masinde regularly reviews Abbott purchase agreements to confirm whether they meet PHL’s operational needs.

At no time did Respondent Masinde seek or receive any advice from the Ethics Commission regarding whether his holiday luncheon violated local gift laws.

Notably, Respondent Masinde himself did not attend the event because he was out of town at the time. Respondent Masinde explained that his understanding was that the event was a “vendor-supported educational activity intended to help laboratory personnel meet continuing education (CEU) requirements.” He noted that his approval of the event “was based solely on the understanding that this was a professional development activity—not a social gathering or solicitation of gifts.” However, as stated above, apart from the lone email from the Abbott employee that listed options for CEU topics, there is no evidence that the event was in fact a professional development activity, that any CEU training was offered or any CEU credits obtained at this event. Additionally, such arrangement would still have constituted a violation of the restricted source rule because Abbott was a restricted source to the Department and to all DPH Staff. Thus, because Respondent Masinde approved the holiday luncheon and himself sent invitations to employees at PHL to attend the event, Respondent Masinde caused multiple violations of the restricted source gift rule.

Because Abbott was a restricted source to the PHL employees who attended the event, they were prohibited from accepting a gift valued at more than \$25 that day. SF C&GCC Reg. § 3.216(b)-5(a).

IV. Violations of Law

Count 1:

Causing Violations of Gift Laws by Several Subordinate Employees

Count 1: By causing several of his subordinate employees to receive prohibited gifts from a restricted source under the law, Respondent Masinde violated SF Charter section C3.699-13(d).

V. Penalty Assessment

This matter consists of one count for causing several subordinate employees to receive prohibited gifts from a restricted source.

The San Francisco Charter authorizes the Commission to assess a monetary penalty to the general fund of the City of up to \$5,000 for each violation, or three times the amount which the respondent failed to report properly. SF Charter § C3.699-13(c). Pursuant to its Enforcement Regulations, when determining penalties the Ethics Commission considers all of the relevant circumstances surrounding the case, including but not limited to: (1) the severity of the violation; (2) the presence or absence of any intention to conceal, deceive, or mislead; (3) whether the violation was willful; (4) whether the violation was an

isolated incident or part of a pattern; (5) whether the respondent has a prior record of violations of law; (6) the degree to which the respondent cooperated with the investigation and demonstrated a willingness to remedy any violations; and (7) the respondent's ability to pay. SF Ethics Commission Enforcement Regulations § 9(D).

Through his role in authorizing the event, Respondent Masinde created a situation whereby numerous City employees attended an event paid for by a restricted source. The restricted source rule is one of the bedrock rules in the City's ethics laws. It seeks to ensure that City employees do not receive gifts from those who attempt to influence their performance of administrative actions. Such gifts have the potential to unduly influence their governmental decisions and can create the appearance of pay-to-play in the eyes of the public. Any violation of the restricted source rule compromises the public's trust in the integrity of City government; City officials may be viewed as placing personal benefit over public duty. Even the acceptance of small gifts from a restricted source can severely erode public trust. Although Respondent Masinde did not attend the event or receive any personal benefit from the event and explained that he understood the event to be "a professional development activity," none of these absolve Respondent Masinde of his responsibility for the violations here.

In this case, Respondent Masinde caused nineteen City employees to accept a total of \$2,432 (19 x \$128 pro rata share) in restricted source gifts. This is a significant scope of ethics violations because of the number of employees involved and the total value of the prohibited gifts. Also, Respondent Masinde was explicitly and repeatedly informed of this rule via email in a 2021 gifts rule reminder letter, a 2022 Newsletter, and twice in 2023 during the period when the event took place. Therefore, Respondent Masinde had the opportunity to avoid the violations but failed to do so.

In mitigation, Respondent Masinde does not have a history of prior enforcement matters with the Commission, and the violation at issue was an isolated incident. Also, as stated above, Respondent Masinde did not attend the holiday luncheon in question, and there is no evidence that he derived any personal benefit from the event. Additionally, prior to this event, Respondent was not required to take the annual Ethics Training and was only required to do so as part of the changes that went into effect following the passage of Proposition D. Since the incident, Respondent Masinde has completed the annual Ethics Training on March 11, 2025.

In balancing the totality of factors described above and to promote a future deterrent effect, a penalty of \$2,500 is warranted. The penalty takes into account the fact that the holiday luncheon appears to have been attended by nineteen PHL employees who not only received gifts considerably larger than the permitted limit, but received what was in fact prohibited gifts from a restricted source, totaling \$2,432. The parties agree that this \$2,500 in total penalties is warranted based on the facts in this matter.

Count 1 (Causing Violations of Gift Laws by Several Subordinate Employees): \$2,500

Total Penalty: \$2,500