



Item 11 - Proposed Settlement Agreement (PEC 24-04)

ENFORCEMENT UNIT
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PUBLIC ETHICS COMMISSION STREAMLINED STIPULATION (GIFT LIMIT)

PEC NO.: 24-04

RESPONDENT NAME AND POSITION: Michelle Phillips (Inspector General, Office of the Inspector General)

DESCRIPTION OF VIOLATION: Receiving a gift over the legal limit, in violation of Oakland Government Ethics Act section 2.25.060(C):

| Description of Gift | Source of Gift | Date Gift Received | Value of Gift | Value Over The \$250 Limit |
|--------------------------------------|----------------|--------------------|---------------|----------------------------|
| Dinner and Social Justice Discussion | Campaign Zero | 01/10/2023 | \$300 | \$50 |

OF PEC ENFORCEMENT CONTACTS PRIOR TO DISGORGEMENT: 1

POSSIBLE CONFLICTS OF INTEREST FLAGGED: None

RESOLUTION: \$50 disgorgement and diversion training

With regard to the above, the Public Ethics Commission and Respondent hereby agree to the following:

STIPULATION

1. This streamlined stipulation (“agreement”) is being entered into by Respondent and the Public Ethics Commission (“Commission” or “PEC”) pursuant to the streamlined penalty program under Section VI(H) of the PEC’s Complaint Procedures.
2. The Commission shall vote upon whether to accept this agreement at its next regularly scheduled meeting.
3. This agreement shall become effective upon execution by both the Respondent and the Commission Chair.

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4. This Stipulation resolves all factual and legal issues raised in this matter and represents the final resolution to this matter without the necessity of holding an administrative hearing to determine the liability of Respondent.
5. Respondent knowingly and voluntarily waives all procedural rights under the Oakland City Charter, Oakland Municipal Code, the Public Ethics Commission Complaint Procedures, and all other sources of procedural rights applicable to this PEC enforcement action. These procedural rights include, but are not limited to, the right to personally appear at an administrative hearing held in this matter, to be represented by an attorney at their own expense, to confront all witnesses testifying at the hearing, to subpoena witnesses to testify at the hearing, and to have the matter judicially reviewed.
6. Respondent represents that they have accurately furnished to the Commission all discoverable information and documents sought by the Commission that are relevant and necessary to the Commission's determination of a fair and comprehensive resolution to this matter.
7. Upon approval of this agreement and full performance of the terms outlined herein, the Commission will take no future action against Respondent regarding the violation(s) of law described in this agreement, and this agreement shall constitute the complete resolution of all claims by the Commission against Respondent related to such violation(s).
8. If Respondent fails to comply with the terms of this agreement, then the Commission may reopen this matter and prosecute Respondent to the full extent permitted by law, except that the Statute of Limitations shall be waived for any violations that were not discoverable by the Commission due to non-compliance with any of the terms of this agreement.
9. This agreement is not binding on any other law enforcement or regulatory agency, and does not preclude the Commission or its staff from referring the matter to, cooperating with, or assisting any other government agency with regard to this matter, or any other matter related to it.
10. It is further stipulated and agreed that Respondent violated the Oakland Government Ethics Act as described in this agreement.
11. Respondent is eligible for and this matter may be resolved by diversion or other streamlined resolution pursuant to the Commission's Complaint Procedures and Penalty Guidelines.

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12. **The term of this agreement shall be for forty-five (45) calendar days, beginning on the date this agreement is executed by both parties and terminating forty-five (45) calendar days thereafter, or until the parties have satisfied all of the requirements of this agreement, whichever is earlier.**
 13. **During the term of this agreement, Respondent shall do the following:**
 - a. **Provide cash, a check, or a cashier’s check in the amount of \$50 to the PEC payable to “City of Oakland”; and**
 - b. **Attend and successfully complete the following training: “City of Oakland Gift Rules” (available online via NeoGov); and**
 - c. **Ensure the submission of the corresponding completion certificate to the PEC (preferred method is via email to ethicscommission@oaklandca.gov).**
 14. **Respondent acknowledges that a failure to timely complete this requirement may be grounds for the unilateral extension or termination of this agreement by the Commission.**
 15. Following completion of Respondent’s obligation(s) under this agreement as described above, the Commission shall do the following:
 - a. Close PEC case # 24-04 with no further action.
 16. Any subsequent complaint received or initiated by the PEC during the term of this agreement that alleges Respondent violated a provision of any other law under the PEC’s jurisdiction, regardless of whether that matter is related or unrelated to the facts stipulated to in this agreement, is a basis for the unilateral extension or termination of this agreement by the PEC.
 17. In the event the PEC has a reason to believe that there is a basis to extend or terminate the agreement, PEC staff shall make reasonable efforts to provide the Respondent with an opportunity to be heard through written submission concerning the alleged non-compliance. Thereafter, PEC staff shall determine whether to unilaterally terminate or extend this agreement.
 18. During the term of this agreement, Respondent shall notify the PEC, in writing, of any change of e-mail address, mailing address, or telephone change within 10 business days of the change. Should PEC staff be unable to contact Respondent due to the latter’s failure to
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comply with the terms of this Section, or if Respondent should otherwise fail to respond within a reasonable time to PEC staff’s attempts to contact Respondent using the contact information which the PEC has on record, PEC staff shall be deemed to have made “reasonable efforts” to contact Respondent pursuant to the terms of this agreement.

19. In the event that the Respondent fails to comply with the terms of this agreement, they agree that all of the facts stated herein shall be deemed true in any subsequent evidentiary hearing.
20. The parties acknowledge that this agreement, Respondent’s compliance with this agreement, and the disposition of this matter upon completion or termination of the agreement, are matters of public record. Respondent further acknowledges that the Complainant (if any) will be made aware that this matter was resolved through this agreement and may be provided with a copy of this agreement upon request.
21. The parties hereto may sign different copies of this agreement, which will be deemed to have the same effect as though all parties had signed the same document. Verified electronic signatures shall have the same effect as wet signatures.

SO AGREED:

Date

Ryan Micik, Chair, on behalf of the Public
Ethics Commission

Date

Michelle Phillips, Respondent