CITY ATTORNEY DAVID CHIU
CITY ADMINISTRATOR CARMEN CHU
CITY AND COUNTY OF SAN FRANCISCO

In the matter of:

RUDOLPH DWAYNE JONES, an individual; RDJ ENTERPRIZES, LLC, a California limited liability company; RDJ-PROJECT COMPLETE, LLC, a California limited liability company; and SOUTHEAST CONSORTIUM FOR EQUITABLE PARTNERSHIPS INC, a California Corporation

Affiliates: URBAN EQUITY, LLC, a California limited liability company, and 20ROC HOLDINGS LLC, a California limited liability company

ORDER OF SUSPENSION BY THE CITY ATTORNEY AND CITY ADMINISTRATOR UNDER SAN FRANCISCO ADMINISTRATIVE CODE CHAPTER 28

David Chiu, San Francisco City Attorney, and Carmen Chu, City Administrator of the City and County of San Francisco, as charging officials under San Francisco Administrative Code Chapter 28, issue this Order of Suspension to Rudolph Dwayne Jones, an individual (“Jones”), as well as the following five entities that Jones owns, controls, or manages, directly or indirectly; RDJ Enterprises, LLC; RDJ-Project Complete, LLC; Southeast Consortium for Equitable Partnerships Inc; Urban Equity, LLC; and 20ROC Holdings LLC (collectively and individually, the “Suspended Entities”).

On August 30, 2023, Jones was arrested under a criminal complaint and arrest warrant (“Criminal Complaint”) issued by the San Francisco District Attorney’s Office (“SFDA”) and charged with the following: one felony count of misappropriation of public money in violation of California Penal Code section 424(a)(2); six felony counts of bribery in violation of Penal Code section 67.5; and twenty-three felony counts of aiding and abetting a financial conflict of interest in a government contract, in violation of Government Code section 1090(b). (Exhibit 1.)
The Criminal Complaint is supported by the sworn affidavit of Mike Reilly, SFDA Investigator (“Affidavit”). (Exhibit 2.) The Criminal Complaint was also issued against Lanita Henriquez (“Henriquez”), a City Administrator’s Office employee and Director of the City’s Community Challenge Grant Program, alleging that she participated in criminal conduct along with Jones. The Affidavit contains the following sworn statement in support of the charges:

Based on this investigation, I believe that: 1) Henriquez committed felony bribery when she received payments from Jones, in the form of checks from Jones’s companies RDJ Enterprises and Project Complete to Henriquez and her family members and close associates, in exchange for Henriquez influencing the awarding of city contracts benefiting Jones; 2) Jones committed felony bribery when he made these payments in exchange for receiving preferential treatment and selective assistance from Henriquez in the awarding of City contracts; 3) Henriquez committed, and Jones aided and abetted her in committing, felony financial conflict-of-interest in the awarding of government contracts when she entered into a series of contracts benefiting Jones while Jones was paying Henriquez and her family members and close associates; 4) Henriquez committed, and Jones aided and abetted her in committing, the felony misappropriation of public moneys; and 5) Jones and Henriquez conspired to commit these crimes, as well to commit felony fraud, in that Henriquez and Jones did willfully and unlawfully conspire together to cheat and defraud the City and County of San Francisco of property, by means which are criminal.

(Exhibit 2 at p. 2.)

The San Francisco Administrative Code authorizes City Attorney David Chiu and City Administrator Carmen Chu to act as charging officials who can issue this Order of Suspension for Jones and the Suspended Entities, based on Jones’ recent arrest and criminal charges. (San Francisco Administrative Code §§ 28.1, 28.2.)

An Order of Suspension such as this one renders an individual or entity, as well as their designated contractors and affiliates, ineligible to participate in the procurement process for contracts or to enter into new contracts or grants at any tier, directly or indirectly, with or for the City and County of San Francisco (“City” or “San Francisco”). (San Francisco Administrative Code §§ 28.1, 28.11(c).) Also, an Order of Suspension authorizes any City department head, board, or commission to cancel any existing contract or grant with a suspended individual or entity or direct the cancellation of an existing subcontract to which any such individual or entity is a party, and in the event of such cancellation, the suspended contractor’s recovery under the
contract or grant shall be limited to compensation for work satisfactorily completed as of the date of cancellation. (San Francisco Administrative Code §§ 28.1, 28.11(c).)

Accordingly, effective immediately and continuing until the City lifts, amends, supersedes, or terminates this Order of Suspension, Jones and the Suspended Entities are prohibited from seeking to contract with the City at any level (i.e., as a general contractor, supplier, or subcontractor), and they are likewise prohibited from applying for or receiving City grants, all as further provided in Part II of this Order of Suspension below.

I. FACTUAL BACKGROUND

A. Parties

Jones is an individual who at all times relevant to this Order of Suspension was the owner, responsible managing corporate officer, or responsible managing employee of multiple companies that held contracts and grants (directly or indirectly) with San Francisco.

RDJ Enterprises, LLC ("RDJ Enterprises") is a California limited liability company, registered with the California Secretary of State since February 2011. (Exhibit 2 at p. 7.) Jones is the sole organizer and manager of RDJ Enterprises and is the sole signatory on its bank accounts. (Id.) From 2011 until now, RDJ Enterprises was a San Francisco contractor that participated in the procurement process and obtained, directly or indirectly, contracts and grants with San Francisco. (Id.)

RDJ-Project Complete, LLC ("Project Complete"), is a California limited liability company, registered with the California Secretary of State since February 2015. (Exhibit 2 at p. 8.) Jones is the sole manager of Project Complete and is the sole signatory on its bank accounts. (Id.) Project Complete has received grant funding from the City since at least 2015. (Id.)

The Southeast Consortium for Equitable Partnerships Inc ("SECEP") is a non-profit charitable organization formed in April 2018 by a five-person Board of Directors. (Exhibit 2 at p. 8.) SECEP’s Board of Directors is comprised of Jones’ wife and sister, two people who based on information and belief are employees of RDJ Enterprises, and a fifth person who Jones paid $25,000 through RDJ Enterprises for unknown reasons. (Id.) According to the Affidavit, Jones
personally opened bank accounts for SECEP and remains the “key executive with control of the entity.” (Exhibit 2 at p. 8.)

Urban Equity, LLC (“Urban Equity”) is a California limited liability company, registered with the California Secretary of State since June 2010. (Exhibit 3, Secretary of State Registration and Articles of Organization.) Jones is the sole organizer of Urban Equity, and he is listed in the original filing as the “Agent for Service of Process.” (Id.) As of April 25, 2022, Jones has been listed as the sole manager and agent for service of process for Urban Equity. (Exhibit 4, 2022 Secretary of State Statement of Information.)

20ROC Holdings LLC (“20ROC Holdings”) is a California limited liability company, registered with the California Secretary of State since March 2021. (Exhibit 5, Secretary of State Registration and Articles of Organization.) Jones is the sole organizer of 20ROC Holdings, and he is listed as the “Agent for Service of Process.” (Id.) As of April 27, 2021, Jones’s wife is listed as the sole manager. (Exhibit 6, 2021 Secretary of State Statement of Information.) Jones is listed as the agent for service of process for 20ROC Holdings. (Id.)

B. The Criminal Complaint and Affidavit

The Criminal Complaint in the matter of The People of the State of California v. Rudolph Dwayne Jones and Lanita Henriquez, San Francisco Superior Court, Case No. 23013637, was filed on August 30, 2023. (Exhibit 1.) As described above, Jones has been charged with 30 felony counts for his part in the criminal scheme to defraud the City of more than $1.4 million dollars. (Id.; see also Exhibit 2 at p. 16.)

The Criminal Complaint alleges that Jones bribed Henriquez, the Director of the City’s Community Challenge Grant Program, to direct contracts to him and his companies. (Exhibit 2.) From 2016 to 2020, Jones paid Henriquez and her family members an estimated $190,000, while his companies were awarded at least 23 contracts from the City totaling $1.4 million. (Id. at pp. 8-10; 16.) Jones and Henriquez concealed the bribes by having Jones pay Henriquez’ friends and family. (Id. at p. 10) Jones and Henriquez further concealed the payments by sending and
approving, respectively, fraudulent invoices for supposed work done on community projects.
(Exhibit 2 at pp. 10-14.)

II. LEGAL BASIS FOR SUSPENSION

San Francisco Administrative Code Chapter 28 sets forth the grounds and procedures for administrative suspension. (Exhibit 7.)

Suspension is defined as the “[i]neligibility of a Contractor that is the subject of an arrest, indictment, or other criminal or civil charge by a governmental entity (federal, state or local), as specified in greater detail in Section 28.3(b) from participating in the procurement process for contracts or from entering into contracts directly or indirectly with, applying for or receiving grants from, the City.” (San Francisco Administrative Code § 28.1.)

Contractor is defined as:

Any individual person, business entity, or organization that submits a qualification statement, proposal, bid, or grant request, or that contracts directly or indirectly with the City for the purpose of providing any goods or services or construction work to or for, or applies for or receives a grant from, the City including without limitation any Contractor, subcontractor, consultant, subconsultant or supplier at any tier, or grantee. The term “Contractor” shall include any responsible managing corporate officer, or responsible managing employee, or other owner or officer of a Contractor who has personal involvement and/or responsibility in seeking or obtaining a contract with the City or in supervising and/or performing the work prescribed by the contract or grant.”

(Id.)

Jones founded RDJ Enterprises in February 2011. (Exhibit 2 at p. 7.) RDJ Enterprises is a contractor as defined by Chapter 28, because from 2016 to 2020, it was awarded contracts from the City through the Community Challenge Grant Program. (Id. at p. 16.) Jones was President of RDJ Enterprises at the time of the filing of the Criminal Complaint. (Id. at p. 7.)

Project Complete is a contractor as defined by Chapter 28 because it also received contracts and funding from the City through the Community Challenge Grant Program. (Exhibit 2 at p. 8.) Jones is the sole manager of Project Complete and is the sole signatory on its bank accounts. (Id.)
SECEP is a contractor as defined by Chapter 28 because it began receiving contracts
from the City through the Community Challenge Grant Program soon after its formation in 2018.
(Exhibit 2 at p. 8.) SECEP is controlled by Jones’ wife and sister, as well as employees of RDJ
Enterprises. (Id.)

Jones’ arrest and criminal charges detailed above qualify as a basis for his suspension as
well as for suspension of the entities he owns, controls, or manages, directly or indirectly.

Any Charging Official may issue an Order of Suspension to a Contractor
on the basis that the Contractor has been arrested or indicted, or become
the subject of a criminal, civil or administrative complaint issued by a
government entity, where the arrest or indictment, criminal, civil, or
administrative complaint alleges that the Contractor has violated a civil or
criminal law or regulation against any government entity relevant to the
Contractor's ability or capacity honestly to perform under or comply with
the terms and conditions of a City contract or grant including, but not
limited to, the grounds for Debarment set forth in Section 28.3(a).

(San Francisco Administrative Code § 28.3(b).) The charges in the Criminal Complaint and
Affidavit allege multiple violations of criminal law committed by Jones and his companies that
implicate their ability and capacity to honestly perform under a City contract, and that could also
provide grounds for Debarment.

The Administrative Code provides in pertinent part that a contractor shall be debarred
upon a finding of:

any willful misconduct with respect to any City bid, request for
qualifications, request for proposals, grant request, purchase order and/or
contract, or grant award. Such willful misconduct may include, but need
not be limited to the following: (1) submission of false information in
response to an advertisement or invitation for bids or quotes, a request for
qualifications, or a request for proposals; (2) failure to comply with the
terms of a contract or with provisions of the Municipal Code; (3) a pattern
and practice of disregarding or repudiating terms or conditions of City
contracts or grants, including without limitation repeated unexcused
delays and poor performance; (4) failure to abide by any rules and/or
regulations adopted pursuant to the Municipal Code; (5) submission of
false claims as defined in this Administrative Code, Chapter 6, Article V,
or Chapter 21, Section 21.35, or other applicable federal, state, or
municipal false claims laws; (6) a verdict, judgment, settlement,
stipulation, or plea agreement establishing the Contractor's violation of
any civil or criminal law or regulation against any government entity
relevant to the Contractor's ability or capacity honestly to perform under
or comply with the terms and conditions of a City contract or grant; (7)
collusion in obtaining award of any City contract or grant, or payment or
approval thereunder; and/or (8) the offer or provision of any gift or money
to a public official, if that public official is prohibited from accepting the
gift or money by any law or regulation.
This list of eight examples of conduct that are a basis for debarment is a non-exclusive
list that requires only that the City find Jones to have committed “willful misconduct” as that
term is defined above. As alleged in the Criminal Complaint and Affidavit, Jones’ unlawful
actions satisfy at least the following three of the enumerated non-exclusive examples:

- subdivision (2) “failure to comply with the terms of a contract or with provisions
  of the Municipal Code;”
- subdivision (7) “collusion in obtaining award of any City contract or grant, or
  payment or approval thereunder;” and
- subdivision (8) “the offer or provision of any gift or money to a public official, if
  that public official is prohibited from accepting the gift or money by any law or
  regulation.”

Jones’ unlawful actions are explained in greater detail below.

A. Jones Failed to Comply with San Francisco’s Municipal Code

Jones’ payments of money to Henriquez, allegedly on behalf of one or more Suspended
Entities, violate San Francisco Campaign and Governmental Code § 3.216(a). Campaign &
Governmental Conduct Code section 3.216(a) contains a “Prohibition on Bribery” which reads in
relevant part: “No person shall offer or make, and no officer or employee shall accept, any gift
with the intent that the City officer or employee will be influenced thereby in the performance of
any official act.” “The phrase ‘intent to influence’ means any communication made for the
purpose of supporting, promoting, influencing, modifying, opposing, delaying or advancing a
governmental decision.” Regulation 3.216(b)-2.

Jones’ actions also violate standard provisions contained in all City contracts. City
contracts explicitly require that vendors comply with the laws of San Francisco. Jones’
payments to Henriquez of approximately $190,000 with the intent to secure contracts for his
companies worth more than $1.4 million are not only unlawful but serve as grounds for
debarment and suspension.
B. Jones Engaged in Unlawful Collusion in the Award of a City Contract

Jones’ conduct also constitutes unlawful collusion to obtain the benefits of publicly funded contracts.

Collusion has been variously defined as (1) “a deceitful agreement or compact between two or more persons, for the one party to bring an action against the other for some evil purpose, as to defraud a third party of his right;” (2) “a secret arrangement between two or more persons, whose interests are apparently conflicting, to make use of the forms and proceedings of law in order to defraud a third person, or to obtain that which justice would not give them, by deceiving a court or its officers;” and (3) “a secret combination, conspiracy, or concert of action between two or more persons for fraudulent or deceitful purposes.

(Andrade v. Jennings, 54 Cal. App. 4th 307, 327 (1997).) Jones engaged in an ongoing scheme to pay bribes to a City employee in exchange for favorable contracting decisions, including decisions impacting one or more of the Suspended Entities. Collusion undermines public trust in City contracting, is unfair to taxpayers, is unfair to legitimate contractors competing for public contracts, and is grounds for suspension and debarment.

C. Jones Provided Money to a Public Official Who was Prohibited from Accepting that Money

San Francisco law requires that “no officer or employee of the City and County shall solicit or accept any gift or loan from a person who the officer or employee knows or has reason to know is a restricted source.” Campaign & Governmental Conduct Code § 3.216(b). A “restricted source” includes “a person doing business with or seeking to do business with the department of the officer or employee.” Campaign & Governmental Conduct Code § 3.216(b)(1). The phrase “‘doing business’ with the department of the officer or employee means entering into or performing pursuant to a contract with the department of the officer or employee.” Regulation 3.216(b)-1. At all relevant times, Jones, RDJ Enterprises, Project Complete, and SECEP were each a restricted source for Henriquez. It was unlawful for Henriquez to accept any gift worth more than $25 from them. But Jones, allegedly on behalf of one or more of the Suspended Entities, gave Henriquez gifts of money worth at least $190,000. Because it would be unlawful for Henriquez to have accepted those gifts, the provision of those gifts would be a ground for suspension and debarment.
III. LEGAL BASIS FOR SUSPENSION OF AFFILIATES

The grounds and procedures for administrative suspension also apply to affiliates. (San Francisco Administrative Code § 28.1.) “An Order of Debarment or Suspension shall prohibit any named Contractor and the Contractor’s affiliates from participating in any contract or grant at any tier, directly or indirectly, with or for the City[.]” (Id. at § 28.11(c) (emphasis added).)

An affiliate is defined as:

Any individual person or business entity related to a Contractor where such individual or business entity, directly or indirectly, controls or has the power to control the other, or where a third person controls or has the power to control both. Indicia of control include, but are not limited to: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees or a business entity organized following the Suspension, Debarment, bankruptcy, dissolution or reorganization of a person which has the same or similar management; and/or ownership or principal employee as the Contractor.”

(Id. at § 28.1.)

As discussed above, Jones’ alleged corrupt conduct on behalf of RDJ Enterprises, Project Complete, and SECEP justifies their suspension. But even if that corrupt conduct did not directly implicate RDJ Enterprises and Project Complete, they would still be subject to suspension as affiliates of Jones, because he was an officer and owner of both. (See Exhibit 2 at pp. 7-8.) Similarly, SECEP would be subject to suspension, because the Board of Directors is comprised of Jones’ wife and sister, two people believed to be employees of RDJ Enterprises, and a fifth person who is paid by Jones for unknown reasons. (Id. at p. 8.) According to the Affidavit, Jones is the “key executive in control” of SECEP’s bank accounts. (Id.)

Further, as detailed above, Urban Equity is an affiliate of Jones because as the sole manager, he directly controls it. (Exhibit 4.) Because Jones has direct control over this company, Urban Equity is suspended as of the date of this Order. Similarly, 20ROC Holdings is an affiliate of Jones, because Jones’ wife is the sole manager. (Exhibit 6.) Because Jones has indirect control of this affiliate through his wife, 20ROC Holdings is also suspended as of the date of this Order.

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IV. ORDER OF SUSPENSION

For all of these reasons, David Chiu, City Attorney, and Carmen Chu, City
Administrator, as charging officials, hereby issue this Order of Suspension for Jones, RDJ
Enterprises, Project Complete, SECEP, Urban Equity, and 20ROC Holdings.

This Order of Suspension is self-executing; it is in effect from today’s date until the
Charging Officials lift the Order of Suspension under Section 28.6(b) of the San Francisco
Administrative Code or a hearing officer terminates the Order of Suspension under Section
28.10(e) of the San Francisco Administrative Code.

Further, to the extent that Section 28.7 provides that a failure to request a hearing
constitutes an admission of the facts in counts and allegations, that standard *does not apply* to
this Order of Suspension. The failure to seek a hearing of this Order of Suspension does not
constitute an admission of the facts in an Order of Suspension. Instead, at any time during the
term of suspension, Jones, RDJ Enterprises, Project Complete, SECEP, Urban Equity, and
20ROC Holdings may together or separately submit a written request of the Charging Officials
to lift the Order of Suspension. (San Francisco Administrative Code § 28.6(b).)

Finally, at any time the Charging Officials may move to debar Jones, RDJ Enterprises,
Project Complete, SECEP, Urban Equity, and 20ROC Holdings; and if they are so debarred, the
period of Suspension shall count towards the period of Debarment. (San Francisco
Administrative Code § 28.11(b).) The Charging Officials intend to seek debarment of Jones and
the Suspended Entities.

Under this Order of Suspension, Jones, RDJ Enterprises, Project Complete, SECEP,
Urban Equity, and 20ROC Holdings are prohibited from participating in any contract or grant at
any tier, directly or indirectly, with or for the City, and they shall be deemed irresponsible and
disqualified for the purposes of all City contracts and grants. (San Francisco Administrative
Code §§ 28.1, 28.11(c).)

Violation of this Order of Suspension, such as by submission of a proposal, bid or sub-
bid or grant request, during the period it remains in effect, may be considered a false claim as
provided in this Administrative Code and the California Government Code. (San Francisco
Administrative Code §§ 28.1, 28.11(e).)

Dated: September 7, 2023

David Chiu
City Attorney
City and County of San Francisco

Carmen Chu
City Administrator
City and County of San Francisco
PROOF OF SERVICE

I, ERIC WALL, declare as follows:

I am a citizen of the United States, over the age of eighteen years and not a party to the above-entitled action. I am employed at the City Attorney’s Office of San Francisco, Fox Plaza Building, 1390 Market Street, Seventh Floor, San Francisco, CA 94102.

On September 7, 2023, I served the following document(s) pursuant to San Francisco Administrative Code section 28.5:

ORDER OF SUSPENSION BY THE CITY ATTORNEY AND CITY ADMINISTRATOR UNDER SAN FRANCISCO ADMINISTRATIVE CODE CHAPTER 28

on the following persons at the locations specified:

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**Via Electronic Mail**

in the manner indicated below:

- **BY CERTIFIED MAIL:** Following ordinary business practices, I sealed true and correct copies of the above documents in addressed envelope(s) and placed them at my workplace for collection and mailing with the United States Postal Service. I am readily familiar with the practices of the San Francisco City Attorney's Office for collecting and processing mail. I caused each such envelope, with certified mail postage thereon fully prepaid, to be sealed and placed in a recognized place of deposit of the U.S. Mail in San Francisco, California, for collection and mailing to the addresses(s) on the date indicated, with return receipt requested.

- **BY ELECTRONIC MAIL:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the person(s) at the electronic service address(es) listed above. Such document(s) were transmitted via electronic mail from the electronic address: \texttt{eric.wall@sfcityatty.org} in portable document format ("PDF") Adobe Acrobat.

I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct.

Executed on September 7, 2023, at San Francisco, California.

________________________________________

ERIC WALL
EXHIBIT 1
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Attorneys for the People

THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

RUDOLPH DWAYNE JONES,

LANITA HENRIQUEZ,

Defendants.

FELONY COMPLAINT
ARREST WARRANT

COURT NUMBER: 23013657

VIOLATIONS:
424 Penal Code/Felony (1 count)
68 Penal Code/Felony (6 counts)
67.5 Penal Code/Felony (6 counts)
1090(a) Gov’t Code/Felony (23 counts)
1090(b) Gov’t Code/Felony (23 counts)

SPECIAL ALLEGATIONS:
801.5 and 803(c) Penal Code
SAN FRANCISCO DISTRICT ATTORNEY INSPECTOR MIKE REILLY, being sworn
says, on information and belief, that:

MISAPPROPRIATION OF PUBLIC MONEY

COUNT 1

The said defendants, LANITA HENRIQUEZ and RUDOLPH DWAYNE JONES, did in the
City and County of San Francisco, State of California, on or about and between the 1st day of
July 2016 through the 1st day of July 2020, both dates inclusive, commit the crime of
MISAPPROPRIATION OF PUBLIC MONEY, to wit: Violating Section 424(a)(1) of the Penal
Code, a Felony, in that the said defendant HENRIQUEZ, being a person described in Penal
Code section 424 charged with the receipt, safekeeping, transfer, and disbursement of public
moneys, did in a manner not incidental and minimal, without authority of law, appropriate the
same, and any portion thereof, to her own use, and to the use of another, and in that the said
defendant JONES did aid and abet the commission of said offense.

Bribes paid and received

COUNT 2

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco,
State of California, on or about the 27th day of February 2017, commit the crime of BRIBERY,
to wit: Violating Section 68 of the Penal Code, a Felony, in that the said defendant did
unlawfully and knowingly ask for and agree to receive from RUDOLPH DWAYNE JONES a
bribe, to wit: check in the amount of $3,980, upon an agreement and understanding that the
vote, opinion, and action upon any matter then pending, and upon any matter that may be
brought, before defendant LANITA HENRIQUEZ, in her official capacity as an employee of
the City and County of San Francisco, shall be influenced thereby.

COUNT 3

The said defendant, RUDOLPH DWAYNE JONES, did in the City and County of San
Francisco, State of California, on or about the 27th day of February 2017, commit the crime of
BRIBERY, to wit: Violating Section 67.5 of the Penal Code, a Felony, in that the said
defendant did unlawfully and knowingly give and offer a bribe, to wit: check in the amount of
$3,980, with a corrupt intent to unlawfully influence LANITA HENRIQUEZ in any vote,
opinion, and action upon any matter then pending and upon any matter that may be brought
before her in her official capacity as an employee of the City and County of San Francisco.
COUNT 4

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco, State of California, on or about the 1st day of May 2017, commit the crime of BRIBERY, to wit: Violating Section 68 of the Penal Code, a Felony, in that the said defendant did unlawfully and knowingly ask for and agree to receive from RUDOLPH DWAYNE JONES a bribe, to wit: check in the amount of $2,865, upon an agreement and understanding that the vote, opinion, and action upon any matter then pending, and upon any matter that may be brought, before defendant LANITA HENRIQUEZ, in her official capacity as an employee of the City and County of San Francisco, shall be influenced thereby.

COUNT 5

The said defendant, RUDOLPH DWAYNE JONES, did in the City and County of San Francisco, State of California, on or about the 1st day of May 2017, commit the crime of BRIBERY, to wit: Violating Section 67.5 of the Penal Code, a Felony, in that the said defendant did unlawfully and knowingly give and offer a bribe, to wit: check in the amount of $2,865, with a corrupt intent to unlawfully influence LANITA HENRIQUEZ in any vote, opinion, and action upon any matter then pending and upon any matter that may be brought before her in her official capacity as an employee of the City and County of San Francisco.

COUNT 6

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco, State of California, on or about the 1st day of June 2017, commit the crime of BRIBERY, to wit: Violating Section 68 of the Penal Code, a Felony, in that the said defendant did unlawfully and knowingly ask for and agree to receive from RUDOLPH DWAYNE JONES a bribe, to wit: check in the amount of $1,020, upon an agreement and understanding that the vote, opinion, and action upon any matter then pending, and upon any matter that may be brought, before defendant LANITA HENRIQUEZ, in her official capacity as an employee of the City and County of San Francisco, shall be influenced thereby.

COUNT 7

The said defendant, RUDOLPH DWAYNE JONES, did in the City and County of San Francisco, State of California, on or about the 1st day of June 2017, commit the crime of BRIBERY, to wit: Violating Section 67.5 of the Penal Code, a Felony, in that the said defendant did unlawfully and knowingly give and offer a bribe, to wit: check in the amount of $1,020, with a corrupt intent to unlawfully influence LANITA HENRIQUEZ in any vote, opinion, and action upon any matter then pending and upon any matter that may be brought before her in her official capacity as an employee of the City and County of San Francisco.
COUNT 8

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco, State of California, on or about the 8th day of June 2017, commit the crime of BRIbery, to wit: Violating Section 68 of the Penal Code, a Felony, in that the said defendant did unlawfully and knowingly ask for and agree to receive from RUDOLPH DWAYNE JONES a bribe, to wit: check in the amount of $1,000, upon an agreement and understanding that the vote, opinion, and action upon any matter then pending, and upon any matter that may be brought before defendant LANITA HENRIQUEZ, in her official capacity as an employee of the City and County of San Francisco, shall be influenced thereby.

COUNT 9

The said defendant, RUDOLPH DWAYNE JONES, did in the City and County of San Francisco, State of California, on or about the 8th day of June 2017, commit the crime of BRIbery, to wit: Violating Section 67.5 of the Penal Code, a Felony, in that the said defendant did unlawfully and knowingly give and offer a bribe, to wit: check in the amount of $1,000, with a corrupt intent to unlawfully influence LANITA HENRIQUEZ in any vote, opinion, and action upon any matter then pending and upon any matter that may be brought before her in her official capacity as an employee of the City and County of San Francisco.

COUNT 10

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco, State of California, on or about the 12th day of December 2017, commit the crime of BRIbery, to wit: Violating Section 68 of the Penal Code, a Felony, in that the said defendant did unlawfully and knowingly ask for and agree to receive from RUDOLPH DWAYNE JONES a bribe, to wit: check in the amount of $9,977, upon an agreement and understanding that the vote, opinion, and action upon any matter then pending, and upon any matter that may be brought before defendant LANITA HENRIQUEZ, in her official capacity as an employee of the City and County of San Francisco, shall be influenced thereby.

COUNT 11

The said defendant, RUDOLPH DWAYNE JONES, did in the City and County of San Francisco, State of California, on or about the 12th day of December 2017, commit the crime of BRIbery, to wit: Violating Section 67.5 of the Penal Code, a Felony, in that the said defendant did unlawfully and knowingly give and offer a bribe, to wit: check in the amount of $9,977, with a corrupt intent to unlawfully influence LANITA HENRIQUEZ in any vote, opinion, and action upon any matter then pending and upon any matter that may be brought before her in her official capacity as an employee of the City and County of San Francisco.
COUNT 12

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco, State of California, on or about the 5th day of October 2018, commit the crime of BRIbery, to wit: Violating Section 68 of the Penal Code, a Felony, in that the said defendant did unlawfully and knowingly ask for and agree to receive from RUDOLPH DWAYNE JONES a bribe, to wit: check in the amount of $7,150, upon an agreement and understanding that the vote, opinion, and action upon any matter then pending, and upon any matter that may be brought, before defendant LANITA HENRIQUEZ, in her official capacity as an employee of the City and County of San Francisco, shall be influenced thereby.

COUNT 13

The said defendant, RUDOLPH DWAYNE JONES, did in the City and County of San Francisco, State of California, on or about the 5th day of October 2018, commit the crime of BRIbery, to wit: Violating Section 67.5 of the Penal Code, a Felony, in that the said defendant did unlawfully and knowingly give and offer a bribe, to wit: check in the amount of $7,150, with a corrupt intent to unlawfully influence LANITA HENRIQUEZ in any vote, opinion, and action upon any matter then pending and upon any matter that may be brought before her in her official capacity as an employee of the City and County of San Francisco.

FINANCIAL CONFLICTS OF INTEREST IN GOVERNMENT CONTRACTS

COUNT 14

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco, State of California, on or about the 1st day of July 2016, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: “Community Challenge Grant between the City and County of San Francisco and A. Philip Randolph Institute, fiscal sponsor for Project Complete.”
COUNT 15

The said defendant, RUDOLPH DWAYNE JONES, did in the City and County of San Francisco, State of California, on or about the 1st day of July 2016, commit the crime of AIDING AND ABETTING A FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(b) of the Government Code, a Felony, in that the said defendant did aid and abet defendant LANITA HENRIQUEZ, an employee of the City and County of San Francisco, to willfully and unlawfully become financially interested in a contract made by her in her official capacity, to wit: “Community Challenge Grant between the City and County of San Francisco and A. Philip Randolph Institute, fiscal sponsor for Project Complete.”

COUNT 16

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco, State of California, on or about the 1st day of February 2017, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: “Community Challenge Grant between the City and County of San Francisco and A. Philip Randolph Institute, fiscal sponsor for Project Complete.”

COUNT 17

The said defendant, RUDOLPH DWAYNE JONES, did in the City and County of San Francisco, State of California, on or about the 1st day of February 2017, commit the crime of AIDING AND ABETTING A FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(b) of the Government Code, a Felony, in that the said defendant did aid and abet defendant LANITA HENRIQUEZ, an employee of the City and County of San Francisco, to willfully and unlawfully become financially interested in a contract made by her in her official capacity, to wit: “Community Challenge Grant between the City and County of San Francisco and A. Philip Randolph Institute, fiscal sponsor for Project Complete.”
COUNT 18

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco, State of California, on or about the 1st day of May 2017, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: “Community Challenge Grant between the City and County of San Francisco and A. Philip Randolph Institute, fiscal sponsor for Project Complete.”

COUNT 19

The said defendant, RUDOLPH DWAYNE JONES, did in the City and County of San Francisco, State of California, on or about the 1st day of May 2017, commit the crime of AIDING AND ABETTING A FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(b) of the Government Code, a Felony, in that the said defendant did aid and abet defendant LANITA HENRIQUEZ, an employee of the City and County of San Francisco, to willfully and unlawfully become financially interested in a contract made by her in her official capacity, to wit: “Community Challenge Grant between the City and County of San Francisco and A. Philip Randolph Institute, fiscal sponsor for Project Complete.”

COUNT 20

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco, State of California, on or about the 28th day of June 2017, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: “First Amendment to Community Challenge Grant Agreement between the City and County of San Francisco and A. Philip Randolph Institute, fiscal sponsor for Project Complete.”
COUNT 21

The said defendant, RUDOLPH DWAYNE JONES, did in the City and County of San Francisco, State of California, on or about the 28th day of June 2017, commit the crime of AIDING AND ABETTING A FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(b) of the Government Code, a Felony, in that the said defendant did aid and abet defendant LANITA HENRIQUEZ, an employee of the City and County of San Francisco, to willfully and unlawfully become financially interested in a contract made by her in her official capacity, to wit: “First Amendment to Community Challenge Grant Agreement between the City and County of San Francisco and A. Philip Randolph Institute, fiscal sponsor for Project Complete.”

COUNT 22

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco, State of California, on or about the 1st day of July 2017, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: “Community Challenge Grant between the City and County of San Francisco and A. Philip Randolph Institute, fiscal sponsor for Project Complete.”

COUNT 23

The said defendant, RUDOLPH DWAYNE JONES, did in the City and County of San Francisco, State of California, on or about the 1st day of July 2017, commit the crime of AIDING AND ABETTING A FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(b) of the Government Code, a Felony, in that the said defendant did aid and abet defendant LANITA HENRIQUEZ, an employee of the City and County of San Francisco, to willfully and unlawfully become financially interested in a contract made by her in her official capacity, to wit: “Community Challenge Grant between the City and County of San Francisco and A. Philip Randolph Institute, fiscal sponsor for Project Complete.”
COUNT 24

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco, State of California, on or about the 25th day of September 2017, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: “Second Amendment to February 1, 2017 Community Challenge Grant Agreement between the City and County of San Francisco and A. Philip Randolph Institute, fiscal sponsor for Project Complete.”

COUNT 25

The said defendant, RUDOLPH DWAYNE JONES, did in the City and County of San Francisco, State of California, on or about the 25th day of September 2017, commit the crime of AIDING AND ABETTING A FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(b) of the Government Code, a Felony, in that the said defendant did aid and abet defendant LANITA HENRIQUEZ, an employee of the City and County of San Francisco, to willfully and unlawfully become financially interested in a contract made by her in her official capacity, to wit: “Second Amendment to February 1, 2017 Community Challenge Grant Agreement between the City and County of San Francisco and A. Philip Randolph Institute, fiscal sponsor for Project Complete.”

COUNT 26

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco, State of California, on or about the 25th day of September 2017, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: “First Amendment to May 1, 2017 Community Challenge Grant Agreement between the City and County of San Francisco and A. Philip Randolph Institute, fiscal sponsor for Project Complete.”
COUNT 27

The said defendant, RUDOLPH DWAYNE JONES, did in the City and County of San Francisco, State of California, on or about the 25th day of September 2017, commit the crime of AIDING AND ABETTING A FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(b) of the Government Code, a Felony, in that the said defendant did aid and abet defendant LANITA HENRIQUEZ, an employee of the City and County of San Francisco, to willfully and unlawfully become financially interested in a contract made by her in her official capacity, to wit: “First Amendment to May 1, 2017 Community Challenge Grant Agreement between the City and County of San Francisco and A. Philip Randolph Institute, fiscal sponsor for Project Complete.”

COUNT 28

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco, State of California, on or about the 1st day of January 2018, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: “Community Challenge Grant Agreement between the City and County of San Francisco and A. Philip Randolph Institute, fiscal sponsor for Project Compete (sic).”

COUNT 29

The said defendant, RUDOLPH DWAYNE JONES, did in the City and County of San Francisco, State of California, on or about the 1st day of January 2018, commit the crime of AIDING AND ABETTING A FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(b) of the Government Code, a Felony, in that the said defendant did aid and abet defendant LANITA HENRIQUEZ, an employee of the City and County of San Francisco, to willfully and unlawfully become financially interested in a contract made by her in her official capacity, to wit: “Community Challenge Grant Agreement between the City and County of San Francisco and A. Philip Randolph Institute, fiscal sponsor for Project Compete (sic).”
COUNT 30

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco, State of California, on or about the 1st day of January 2018, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: “Community Challenge Grant between the City and County of San Francisco and A. Philip Randolph Institute, fiscal sponsor for Project Complete, Who Will Partner with the Neighborhood Empowerment Network to Manage an Emergency Preparedness Project.”

COUNT 31

The said defendant, RUDOLPH DWAYNE JONES, did in the City and County of San Francisco, State of California, on or about the 1st day of January 2018, commit the crime of AIDING AND ABETTING A FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(b) of the Government Code, a Felony, in that the said defendant did aid and abet defendant LANITA HENRIQUEZ, an employee of the City and County of San Francisco, to willfully and unlawfully become financially interested in a contract made by her in her official capacity, to wit: “Community Challenge Grant between the City and County of San Francisco and A. Philip Randolph Institute, fiscal sponsor for Project Complete, Who Will Partner with the Neighborhood Empowerment Network to Manage an Emergency Preparedness Project.”

COUNT 32

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco, State of California, on or about the 31st day of January 2018, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: “First Amendment to July 1, 2017 Community Challenge Grant Agreement between the City and County of San Francisco and A. Philip Randolph Institute, fiscal sponsor for Project Complete.”
COUNT 33

The said defendant, RUDOLPH DWAYNE JONES, did in the City and County of San Francisco, State of California, on or about the 31st day of January 2018, commit the crime of AIDING AND ABETTING A FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(b) of the Government Code, a Felony, in that the said defendant did aid and abet defendant LANITA HENRIQUEZ, an employee of the City and County of San Francisco, to willfully and unlawfully become financially interested in a contract made by her in her official capacity, to wit: “First Amendment to July 1, 2017 Community Challenge Grant Agreement between the City and County of San Francisco and A. Philip Randolph Institute, fiscal sponsor for Project Complete.”

COUNT 34

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco, State of California, on or about the 16th day of May 2018, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: “First Amendment to January 1, 2018 Community Challenge Grant Agreement between the City and County of San Francisco and A. Philip Randolph Institute, fiscal sponsor for Project Complete.”

COUNT 35

The said defendant, RUDOLPH DWAYNE JONES, did in the City and County of San Francisco, State of California, on or about the 16th day of May 2018, commit the crime of AIDING AND ABETTING A FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(b) of the Government Code, a Felony, in that the said defendant did aid and abet defendant LANITA HENRIQUEZ, an employee of the City and County of San Francisco, to willfully and unlawfully become financially interested in a contract made by her in her official capacity, to wit: “First Amendment to January 1, 2018 Community Challenge Grant Agreement between the City and County of San Francisco and A. Philip Randolph Institute, fiscal sponsor for Project Complete.”
COUNT 36

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco, State of California, on or about the 1st day of July 2018, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: “Community Challenge Grant between the City and County of San Francisco and A. Philip Randolph Institute, fiscal sponsor for Project Complete.”

COUNT 37

The said defendant, RUDOLPH DWAYNE JONES, did in the City and County of San Francisco, State of California, on or about the 1st day of July 2018, commit the crime of AIDING AND ABETTING A FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(b) of the Government Code, a Felony, in that the said defendant did aid and abet defendant LANITA HENRIQUEZ, an employee of the City and County of San Francisco, to willfully and unlawfully become financially interested in a contract made by her in her official capacity, to wit: “Community Challenge Grant between the City and County of San Francisco and A. Philip Randolph Institute, fiscal sponsor for Project Complete.”

COUNT 38

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco, State of California, on or about the 1st day of September 2018, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: “Community Challenge Grant between the City and County of San Francisco and A. Philip Randolph Institute, fiscal sponsor for RDJ Enterprises.”
COUNT 39

The said defendant, RUDOLPH DWAYNE JONES, did in the City and County of San Francisco, State of California, on or about the 1st day of September 2018, commit the crime of AIDING AND ABETTING A FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(b) of the Government Code, a Felony, in that the said defendant did aid and abet defendant LANITA HENRIQUEZ, an employee of the City and County of San Francisco, to willfully and unlawfully become financially interested in a contract made by her in her official capacity, to wit: “Community Challenge Grant between the City and County of San Francisco and A. Philip Randolph Institute, fiscal sponsor for RDJ Enterprises.”

COUNT 40

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco, State of California, on or about the 1st day of November 2018, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: “Community Challenge Grant between the City and County of San Francisco and the Southeast Consortium for Equitable Partnership, fiscal sponsor for RDJ Enterprises – ‘Resiliency II Project.’”

COUNT 41

The said defendant, RUDOLPH DWAYNE JONES, did in the City and County of San Francisco, State of California, on or about the 1st day of November 2018, commit the crime of AIDING AND ABETTING A FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(b) of the Government Code, a Felony, in that the said defendant did aid and abet defendant LANITA HENRIQUEZ, an employee of the City and County of San Francisco, to willfully and unlawfully become financially interested in a contract made by her in her official capacity, to wit: “Community Challenge Grant between the City and County of San Francisco and the Southeast Consortium for Equitable Partnership, fiscal sponsor for RDJ Enterprises – ‘Resiliency II Project.’”
COUNT 42

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco, State of California, on or about the 1st day of November 2018, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: “Community Challenge Grant between the City and County of San Francisco and the Southeast Consortium for Equitable Partnership, fiscal sponsor for RDJ Enterprises – ‘Community Need and Outreach Assessment.’”

COUNT 43

The said defendant, RUDOLPH DWAYNE JONES, did in the City and County of San Francisco, State of California, on or about the 1st day of November 2018, commit the crime of AIDING AND ABETTING A FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(b) of the Government Code, a Felony, in that the said defendant did aid and abet defendant LANITA HENRIQUEZ, an employee of the City and County of San Francisco, to willfully and unlawfully become financially interested in a contract made by her in her official capacity, to wit: “Community Challenge Grant between the City and County of San Francisco and the Southeast Consortium for Equitable Partnership, fiscal sponsor for RDJ Enterprises – ‘Community Need and Outreach Assessment.’”

COUNT 44

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco, State of California, on or about the 1st day of January 2019, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: “Community Challenge Grant between the City and County of San Francisco and the Southeast Consortium for Equitable Partnership, fiscal sponsor for RDJ Enterprises.”
COUNT 45

The said defendant, RUDOLPH DWAYNE JONES, did in the City and County of San Francisco, State of California, on or about the 1st day of January 2019, commit the crime of AIDING AND ABETTING A FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(b) of the Government Code, a Felony, in that the said defendant did aid and abet defendant LANITA HENRIQUEZ, an employee of the City and County of San Francisco, to willfully and unlawfully become financially interested in a contract made by her in her official capacity, to wit: “Community Challenge Grant between the City and County of San Francisco and the Southeast Consortium for Equitable Partnership, fiscal sponsor for RDJ Enterprises.”

COUNT 46

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco, State of California, on or about the 1st day of May 2019, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: “Community Challenge Grant between the City and County of San Francisco and the Southeast Consortium for Equitable Partnership, fiscal sponsor for RDJ Enterprises.”

COUNT 47

The said defendant, RUDOLPH DWAYNE JONES, did in the City and County of San Francisco, State of California, on or about the 1st day of May 2019, commit the crime of AIDING AND ABETTING A FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(b) of the Government Code, a Felony, in that the said defendant did aid and abet defendant LANITA HENRIQUEZ, an employee of the City and County of San Francisco, to willfully and unlawfully become financially interested in a contract made by her in her official capacity, to wit: “Community Challenge Grant between the City and County of San Francisco and the Southeast Consortium for Equitable Partnership, fiscal sponsor for RDJ Enterprises.”
COUNT 48

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco, State of California, on or about the 28th day of May 2019, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: “First Amendment to Community Challenge Grant Agreement from January 1, 2019 between the City and County of San Francisco and the Southeast Consortium for Equitable Partnership, fiscal sponsor for RDJ Enterprises – ‘SFUSD Beautification Projects.’”

COUNT 49

The said defendant, RUDOLPH DWAYNE JONES, did in the City and County of San Francisco, State of California, on or about the 28th day of May 2019, commit the crime of AIDING AND ABETTING A FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(b) of the Government Code, a Felony, in that the said defendant did aid and abet defendant LANITA HENRIQUEZ, an employee of the City and County of San Francisco, to willfully and unlawfully become financially interested in a contract made by her in her official capacity, to wit: “First Amendment to Community Challenge Grant Agreement from January 1, 2019 between the City and County of San Francisco and the Southeast Consortium for Equitable Partnership, fiscal sponsor for RDJ Enterprises – ‘SFUSD Beautification Projects.’”

COUNT 50

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco, State of California, on or about the 28th day of May 2019, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: “First Amendment to Community Challenge Grant Agreement from May 1, 2019 between the City and County of San Francisco and the Southeast Consortium for Equitable Partnership, fiscal sponsor for RDJ Enterprises – ‘James Denman Garden.’”
COUNT 51

The said defendant, RUDOLPH DWAYNE JONES, did in the City and County of San Francisco, State of California, on or about the 25th day of May 2019, commit the crime of AIDING AND ABETTING A FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(b) of the Government Code, a Felony, in that the said defendant did aid and abet defendant LANITA HENRIQUEZ, an employee of the City and County of San Francisco, to willfully and unlawfully become financially interested in a contract made by her in her official capacity, to wit: “First Amendment to Community Challenge Grant Agreement from May 1, 2019 between the City and County of San Francisco and the Southeast Consortium for Equitable Partnership, fiscal sponsor for RDJ Enterprises – ‘James Denman Garden.’”

COUNT 52

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco, State of California, on or about the 26th day of July 2019, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: “Second Amendment to Community Challenge Grant Agreement from May 1, 2019 between the City and County of San Francisco and the Southeast Consortium for Equitable Partnership, fiscal sponsor for RDJ Enterprises – ‘Technical Assistance.’”

COUNT 53

The said defendant, RUDOLPH DWAYNE JONES, did in the City and County of San Francisco, State of California, on or about the 26th day of July 2019, commit the crime of AIDING AND ABETTING A FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(b) of the Government Code, a Felony, in that the said defendant did aid and abet defendant LANITA HENRIQUEZ, an employee of the City and County of San Francisco, to willfully and unlawfully become financially interested in a contract made by her in her official capacity, to wit: “Second Amendment to Community Challenge Grant Agreement from May 1, 2019 between the City and County of San Francisco and the Southeast Consortium for Equitable Partnership, fiscal sponsor for RDJ Enterprises – ‘Technical Assistance.’”
COUNT 54

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco, State of California, on or about the 1st day of November 2019, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: “Community Challenge Grant between the City and County of San Francisco and the Southeast Consortium for Equitable Partnership, fiscal sponsor for RDJ Enterprises.”

COUNT 55

The said defendant, RUDOLPH DWayNE JONES, did in the City and County of San Francisco, State of California, on or about the 1st day of November 2019, commit the crime of AIDING AND ABETTING A FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(b) of the Government Code, a Felony, in that the said defendant did aid and abet defendant LANITA HENRIQUEZ, an employee of the City and County of San Francisco, to willfully and unlawfully become financially interested in a contract made by her in her official capacity, to wit: “Community Challenge Grant between the City and County of San Francisco and the Southeast Consortium for Equitable Partnership, fiscal sponsor for RDJ Enterprises.”

COUNT 56

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco, State of California, on or about the 20th day of December 2019, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: “First Amendment to Community Challenge Grant Agreement from November 1, 2019 between the City and County of San Francisco and the Southeast Consortium for Equitable Partnership, fiscal sponsor for RDJ Enterprises – ‘Additional Activities.’”

19
COUNT 57

The said defendant, RUDOLPH DWAYNE JONES, did in the City and County of San Francisco, State of California, on or about the 20th day of December 2019, commit the crime of AIDING AND ABETTING A FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(b) of the Government Code, a Felony, in that the said defendant did aid and abet defendant LANITA HENRIQUEZ, an employee of the City and County of San Francisco, to willfully and unlawfully become financially interested in a contract made by her in her official capacity, to wit: “First Amendment to Community Challenge Grant Agreement from November 1, 2019 between the City and County of San Francisco and the Southeast Consortium for Equitable Partnership, fiscal sponsor for RDJ Enterprises – Additional Activities.”

COUNT 58

The said defendant, LANITA HENRIQUEZ, did in the City and County of San Francisco, State of California, on or about the 1st day of July 2020, commit the crime of FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(a) of the Government Code, a Felony, in that the said defendant did willfully and unlawfully, while an employee of the City and County of San Francisco, become financially interested in a contract made by her in her official capacity, to wit: “Agreement between the City and County of San Francisco and RDJ Enterprises.”

COUNT 59

The said defendant, RUDOLPH DWAYNE JONES, did in the City and County of San Francisco, State of California, on or about the 1st day of July 2020, commit the crime of AIDING AND ABETTING A FINANCIAL CONFLICT OF INTEREST IN A GOVERNMENT CONTRACT, to wit: Violating Section 1090(b) of the Government Code, a Felony, in that the said defendant did aid and abet defendant LANITA HENRIQUEZ, an employee of the City and County of San Francisco, to willfully and unlawfully become financially interested in a contract made by her in her official capacity, to wit: “Agreement between the City and County of San Francisco and RDJ Enterprises.”

SPECIAL ALLEGATION PURSUANT TO PENAL CODE SECTIONS 801.5 AND 803(c), AS TO COUNTS 1-53:

It is further alleged that the commission of these offenses was not discovered by law enforcement until on or about March 22, 2022, a time within the statute of limitations within the meaning of Penal Code sections 801.5 and 803(c). The offenses were discovered under the following circumstances:

(1) On or about March 15, 2022, Judge Garrett L. Wong signed three search warrants for bank records associated with defendant JONES;
(2) On March 22, March 28, and April 11, 2022, District Attorney Investigator Jon Gollinger received bank records from three institutions pursuant to the search warrants and reviewed them; he discovered numerous checks written to defendant HENRIQUEZ, whom he determined was an employee of the City and County of San Francisco and whom he subsequently determined signed contracts on behalf of the City.

The San Francisco District Attorney’s Office began an investigation in April of 2022 into RUDOLPH DWAYNE JONES and LANITA HENRIQUEZ in connection with the discovery of direct payments from JONES’s companies to HENRIQUEZ, a City and County employee who signed contracts on behalf of the City.

The offenses alleged in this complaint could not have been discovered at a time more than four years before the commencement of this action through the exercise of reasonable diligence on the part of criminal law enforcement authorities nor the victim, the City and County of San Francisco, for the following reasons:

1. Defendant LANITA HENRIQUEZ had not publicly disclosed the fraud.
2. Defendant LANITA HENRIQUEZ had not publicly revealed any financial relationship between herself or Payees 1-4 and defendant RUDOLPH DWAYNE JONES.
3. Defendant LANITA HENRIQUEZ had not disclosed receiving any payments from defendant RUDOLPH DWAYNE JONES in her yearly Statements of Economic Interest (“Form 700”).
4. Defendant RUDOLPH DWAYNE JONES had not publicly disclosed the fraud.
5. Other persons, known or unknown, who knew of, might have known of, or suspected the crimes did not disclose the fraud.
6. The San Francisco City Attorney’s Office did a review of the Community Challenge Grant Program in 2020, yet Defendant LANITA HENRIQUEZ’s financial conflict of interest remained undiscovered, as nothing in the grant documentation revealed she received payments from Defendant RUDOLPH DWAYNE JONES, a grant recipient.
7. Defendant LANITA HENRIQUEZ’s supervisors in the City Administrator’s Office had no knowledge of payments from Defendant RUDOLPH DWAYNE JONES received by Defendant HENRIQUEZ; where Payees 1-3 appeared in grant invoices submitted by Defendant RUDOLPH DWAYNE JONES, there was no indication they bore any relationship to Defendant HENRIQUEZ.
AFFIDAVIT OR DECLARATION ATTACHED HERETO AND INCORPORATED HEREIN SETS FORTH THE UNDERLYING FACTS ESTABLISHING PROBABLE CAUSE FOR THE ARREST OF THE DEFENDANT NAMED IN THIS COMPLAINT.

I state, declare, verify and certify under the penalty of perjury that the foregoing is true and correct. Executed in San Francisco, California, on August 28, 2023

[Signature]

Mike Reilly, Star #
District Attorney Inspector

Pursuant to Penal Code sections 1054 through 1054.7, the People request that, within fifteen (15) days, the defendant and/or his attorney disclose: (A) The names and addresses of persons, other than the defendant, he/she intends to call as witnesses at trial, together with any relevant written or recorded statements of those persons, or reports of the statements of those persons, including any reports or statements of experts made in connection with the case, and including the results of physical or mental examinations, scientific tests, experiments, or comparisons which the defendant intends to offer in evidence at the trial; (B) Any real evidence which the defendant intends to offer in evidence at the trial. This request is a continuing request, to cover not only all such material currently in existence, but all material which comes into existence to the conclusion of this case.

MARSY’S LAW

Information contained in the reports being distributed as discovery in this case may contain confidential information protected by Marsy’s Law and the amendments to the California Constitution Section 28. Any victim(s) in any above referenced charge(s) is entitled to be free from intimidation, harassment, and abuse. It is unlawful for defendant(s), defense counsel, and any other person acting on behalf of the defendant(s) to use any information contained in the reports to locate or harass any victim(s) or the victim(s)’s family or to disclose any information that is otherwise privileged and confidential by law. Additionally, it is a misdemeanor violation of California Penal Code § 1054.2(a)(3) to disclose the address and telephone number of a victim or witness to a defendant, defendant’s family member or anyone else. Note exceptions in California Penal Code § 1054.2(a)(2).
EXHIBIT 2
AFFIDAVIT OF DISTRICT ATTORNEY
INVESTIGATOR MIKE REILLY
IN SUPPORT OF ARREST WARRANT

I, Mike Reilly, your Affiant, being first duly sworn, hereby declare, upon information and belief:

STATEMENT OF EXPERIENCE

I am an Inspector with the Bureau of Investigations at the San Francisco District Attorney’s Office (“SFDA”). I have been employed by the SFDA since May 15th, 2023. Prior to this I was employed by the Alameda County District Attorney’s Office (ACDA) as an Inspector II from February of 2018 to May of 2023. While at the ACDA, I was assigned to the Special Operations Unit’s (SOU) Public Integrity Unit. Before working at the Alameda County District Attorney’s Office, I was employed by the Oakland Police Department from November 1988 to February 2018. While at the Oakland Police Department I worked as a Patrol Officer, Special Duty Unit Officer, SWAT Team Operator, Narcotics Section Investigator, Criminal Investigations Sergeant, SWAT Team Leader, Patrol Supervisor, Crime Reduction Team Supervisor, Intelligence Division Supervisor, Patrol Watch Commander, Special Resources Section Commander, and SWAT Commander.

I have developed numerous professional contacts and have interviewed persons who were involved in or admitted to committing various crimes, including but not limited to murders, violent assaults, sexual assaults, robberies, public corruption, and property crimes. I have investigated such crimes within the City of Oakland and County of Alameda, and I am familiar with the many methods by which these crimes are committed, and the various types of evidence that might be associated with these crimes.

I possess the Basic, Intermediate, and Advanced California Peace Officer Standards and Training Certificates as a Police Officer. I have also received training in the preparation and execution of search warrants as they pertain to various criminal investigations and have received specialized training in the investigation of violent crimes and other criminal investigations, to include crimes related to public corruption.

I am part of the SFDA’s Public Integrity Task Force which investigates public corruption in San Francisco. The SFDA is currently investigating a San Francisco city official named Lanita Henriquez (“HENRIQUEZ”), the Director of the Community Challenge Grant Program in the Office of the San Francisco City Administrator (“City Administrator’s Office”), and Rudolph Dwayne Jones (“JONES”), a city contractor and a former San Francisco city official, for potential bribery, misappropriation of public moneys, conspiracy, money laundering, and financial conflict-of-interest in the awarding of city contracts.
INTRODUCTION

This is a criminal investigation initiated by San Francisco District Attorney’s Office Investigator Jon Golinger, into whether Lanita Maria Henriquez (HENRIQUEZ), an employee of the City and County of San Francisco, was bribed by a former San Francisco city official named Rudolph Dwayne Jones (JONES) in exchange for HENRIQUEZ using her official position as the Director of the Community Challenge Grant Program in the Office of the San Francisco City Administrator to illegally influence the awarding of city contracts to JONES’s companies or organizations associated with him.

I have spoken to Investigator Golinger numerous times regarding this investigation. Additionally, I have reviewed search warrant affidavits, bank records, city contracts, business records, charitable organization records, electronic communication records, open-source information related to businesses and organizations involved in this investigation, and interviews conducted by Investigator Golinger.

Based on a review of the evidence obtained in this investigation to-date, I believe that: 1) HENRIQUEZ received 9 checks totaling $32,942 from JONES’s companies; 2) HENRIQUEZ’s family members and close associates received 48 checks totaling $156,821.86 from JONES’s companies, a portion of which was passed on to HENRIQUEZ; and 3) in exchange for these payments, HENRIQUEZ entered into at least 23 city contracts – 22 grant agreements and 1 professional services contract – totaling $1,471,612 with JONES’s companies or organizations associated with him.

Based on this investigation, I believe that: 1) HENRIQUEZ committed felony bribery when she received payments from JONES, in the form of checks from JONES’s companies RDJ Enterprises and Project Complete to HENRIQUEZ and her family members and close associates, in exchange for HENRIQUEZ influencing the awarding of city contracts benefiting JONES; 2) JONES committed felony bribery when he made these payments in exchange for receiving preferential treatment and selective assistance from HENRIQUEZ in the awarding of city contracts; 3) HENRIQUEZ committed, and JONES aided and abetted her in committing, felony financial conflict-of-interest in the awarding of government contracts when she entered into a series of contracts benefiting JONES while JONES was paying HENRIQUEZ and her family members and close associates; 4) HENRIQUEZ committed, and JONES aided and abetted her in committing, the felony misappropriation of public moneys; and 5) JONES and HENRIQUEZ conspired to commit these crimes, as well to commit felony fraud, in that HENRIQUEZ and JONES did willfully and unlawfully conspire together to cheat and defraud the City and County of San Francisco of property, by means which are criminal.

RELEVANT LAW

Cal. Government Code §1090 (financial conflict-of-interest in government contracts)
(a) Members of the Legislature, state, county, district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district,
judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity.
(b) An individual shall not aid or abet a Member of the Legislature or a state, county, district, judicial district, or city officer or employee in violating subdivision (a).
(c) As used in this article, "district" means any agency of the state formed pursuant to general law or special act, for the local performance of governmental or proprietary functions within limited boundaries.

Cal. Penal Code § 67.5 (bribing a public officer, employee, or appointee)
(a) Every person who gives or offers as a bribe to any ministerial officer, employee, or appointee of the State of California, county or city therein, or political subdivision thereof, anything of value, of which the value would be petty theft, is guilty of a misdemeanor.
(b) If the theft of the thing given or offered would be grand theft, the offense is a felony punishable by imprisonment pursuant to subdivision (h) of Section 1170.

Cal. Penal Code § 868 (public officer, employee, or appointee receiving a bribe)
(a) Every executive or ministerial officer, employee, or appointee of the State of California, a county or city therein, or a political subdivision thereof, who, during his official capacity, receives, agrees to receive, or offers, upon any agreement or understanding that his or her vote, opinion, or action upon any matter then pending, or that may be brought before him or her in his or her official capacity, shall be influenced thereby, is punishable by imprisonment in the state prison for two, three, or four years and, in cases in which no bribe has been actually received, by a restitution fine of not less than two thousand dollars ($2,000) or not more than ten thousand dollars ($10,000) or, in cases in which a bribe was actually received, by a restitution fine of at least the actual amount of the bribe received or two thousand dollars ($2,000), whichever is greater, or any larger amount of not more than double the amount of any bribe received or ten thousand dollars ($10,000), whichever is greater, and, in addition thereto, forfeits his or her office, employment, or appointment, and is forever disqualified from holding any office, employment, or appointment, in this state.

Cal. Penal Code § 182(a)(4) (conspiracy to commit fraud)
(a) If two or more persons conspire:
(4) To cheat and defraud any person of any property, by any means which are in themselves criminal, or to obtain money or property by false pretenses or by false promises with fraudulent intent not to perform those promises.

Cal. Penal Code § 424 (misappropriation of public moneys)
(a) Each officer of this state, or of any county, city, town, or district of this state, and every other person charged with the receipt, safekeeping, transfer, or disbursement of public moneys, who either:
1. Without authority of law, appropriates the same, or any portion thereof, to his or her own use, or to the use of another; or,
2. Loans the same or any portion thereof; makes any profit out of, or uses the same for any purpose not authorized by law; or,
3. Knowingly keeps any false account, or makes any false entry or erasure in any account of or relating to the same; or,
4. Fraudulently alters, falsifies, conceals, destroys, or obliterates any account; or,
5. Willfully refuses or omits to pay over, on demand, any public moneys in his or her hands, upon the presentation of a draft, order, or warrant drawn upon these moneys by competent authority; or,
6. Willfully omits to transfer the same, when transfer is required by law; or,
7. Willfully omits or refuses to pay over to any officer or person authorized by law to receive the
same, any money received by him or her under any duty imposed by law so to pay over the
same;—
Is punishable by imprisonment in the state prison for two, three, or four years, and is disqualified
from holding any office in this state.
(b) As used in this section, “public moneys” includes the proceeds derived from the sale of bonds
or other evidence or indebtedness authorized by the legislative body of any city, county, district,
or public agency.

DISCOVERY OF INFORMATION

In March 2022 and April 2022, pursuant to search warrants written by Investigator Golinger,
Wells Fargo Bank and Bank of America produced bank records for JONES’s companies RDJ
Enterprises and Project Complete.

A review of those financial records revealed a series of checks to HENRIQUEZ, who was and is
an employee of the City and County of San Francisco.

Subsequent to that determination, an investigation as to the reason for these payments from
JONES’s companies to HENRIQUEZ led to the findings described below.

INVESTIGATION

In October 2021, a news article reported that JONES was a paid San Francisco Public Utilities
Commission (SFPUC) consultant who had used his position to steer payments from SFPUC
contractors that were supposed to go to charitable causes benefiting the community instead to a
nonprofit organization associated with him called the Southeast Consortium for Equitable
Partnerships (SECEP). Based on the information in the article, Investigator Jon Golinger of the
SFDA Public Integrity Task Force was assigned to investigate whether JONES had committed
criminal misconduct by using his SFPUC consultant role and insider influence to engage in
financial self-dealing.

After an initial inquiry into JONES’s activities involving the SFPUC uncovered specific
evidence of potential criminal misconduct, Investigator Golinger sought and obtained a search
warrant for bank records for both JONES as well as entities associated with JONES, including
SECEP and businesses run by him.

When reviewing those bank records, Investigator Golinger told your affiant that he discovered
evidence leading him to believe that JONES may have committed additional criminal
misconduct in relation to a different San Francisco City agency, the Office of the City
Administrator. The bank records revealed that, through his companies RDJ Enterprises and
Project Complete, between 2015 and 2018, JONES made at least nine payments in the form of
checks totaling over $32,000 directly to HENRIQUEZ, an employee of the City Administrator’s
Office who runs a grant-making program called the Community Challenge Grant Program. The
bank records and city contract documents Investigator Golinger obtained, which I have reviewed,
showed that, before and after depositing or cashing these checks, HENRIQUEZ signed
government contracts on behalf of the Community Challenge Grant Program with JONES’s
company RDJ Enterprises and with SECEP, a nonprofit organization associated with him. This
discovery led to further investigative steps related to HENRIQUEZ and JONES that uncovered
the evidence described below.

A. INVESTIGATIVE STEPS TAKEN BY INVESTIGATOR GOLINGER
AND REVIEWED BY YOUR AFFIANT

The evidence described in this report is based on fact-gathering investigative steps that have been
taken over the past 18 months including, but not limited to, the following:

a. Witness interviews

(1) In-person interview with Witness #1, a former senior-level employee of the City
Administrator's Office
(2) Video conference interview with Witness #2, a senior-level employee of the City
Administrator's Office
(3) In-person interview, and three follow-up telephone calls, with Witness #3, a
senior-level employee of the City and County of San Francisco who is responsible
for the Neighborhood Empowerment Network

b. Documents obtained via open source searches

(1) Business records for JONES's companies RDJ Enterprises and Project Complete,
and a non-profit charitable organization associated with JONES called the
Southeast Consortium for Equitable Partnerships (SECEP), obtained via a
publicly available business records database on the website of the California
Secretary of State, located at: <https://bizfileonline.sos.ca.gov/search/business>
(2) Charitable organization records for SECEP obtained via a publicly available
Registry of Charitable Trusts database on the website of the California Attorney
General, located at: <https://oag.ca.gov/charities>
(3) Information about JONES's company RDJ Enterprises obtained via the publicly
available website of RDJ Enterprises, located at: <https://www.rdjen.biz/>
(4) Information about SECEP obtained via the publicly available website of SECEP,
located at: <https://www.secep.org/>
(5) Information about the San Francisco Community Challenge Grant Program
obtained via the publicly available website of that program, located at:
<https://sf.gov/departments/city-administrator/community-challenge-grant-
program>

c. Documents obtained via voluntary requests for public records

(1) Records of city contracts related to JONES, obtained via record requests from the
Office of the City Administrator
(2) Records of Form 700 Statements of Economic Interests of City Administrator
employees, obtained via record request from the Office of the City Administrator
(3) Records of city contracts and supporting documents related to SECEP, obtained
via record request from the San Francisco Public Utilities Commission
(4) Records of payments made by the City and County of San Francisco to SECEP,
obtained via record request from the Office of the Controller
(5) Records of City and County of San Francisco budget “add-backs” for the years 2015 to 2022, obtained via record request from the Office of the Controller

d. Bank records obtained via search warrants

(1) Bank records from eight financial institutions for JONES and his companies, including RDJ Enterprises and Project Complete
(2) Bank records from three financial institutions for HENRIQUEZ

e. Electronic communications records obtained via search warrants

(1) HENRIQUEZ’s City and County of San Francisco government email account records, obtained from the San Francisco Department of Technology
(2) HENRIQUEZ’s cellular phone icloud account records, obtained from Apple Inc
(3) HENRIQUEZ’s gmail account records, obtained from Google LLC
(4) JONES’s gmail account records, obtained from Google LLC

B. INVOLVED INDIVIDUALS AND ENTITIES

Based upon my discussions with Investigator Golinger, as well as the evidence I have reviewed as part of this investigation, which includes information obtained from law enforcement databases, city contracts, business records, charitable organization records, bank records, text messages, email messages, publicly accessible websites and other open sources, and information provided by witnesses through voluntary interviews, the individuals and entities relevant to this investigation are described below:

The Community Challenge Grant Program

The Community Challenge Grant Program was created when San Francisco voters passed Proposition D on the June 1990 ballot. Funding for Community Challenge Grants comes primarily from businesses that designate a portion of their business tax payments to the program and from tax-deductible donations from the public. The Community Challenge Grant Program has also received significant funding from “add-backs” for specific categories of projects through the annual budget and appropriations process of the Board of Supervisors and Mayor. The amount of grants awarded by the program has varied from year to year, but generally has been about $1.5 million a year to about 25 groups.

According to the San Francisco Community Challenge Grant Program website: “The Community Challenge Grant Program provides grant funding for projects that directly engage residents and businesses in their communities. Our grants help create urban greening and agriculture, community gathering spaces, streetscape enhancements, public art, beautification, and other amenities. In addition to financial support, we also provide technical assistance and coaching to help implement these projects and initiatives.” The website further states: “We only give grants to vendor-approved nonprofit organizations with a 501(c)(3) status. Local community groups, businesses, or schools applying for a grant must have a nonprofit fiscal sponsor.”
Lanita Henriquez

HENRIQUEZ is an employee of the City and County of San Francisco. She is the Director of the Community Challenge Grant Program, which she has managed since at least 2009. Based on the evidence received to-date, it appears that HENRIQUEZ has largely run the day-to-day aspects of the program by herself.

According to the Form 700 Statements of Economic Interests ("Form 700s") signed by HENRIQUEZ under penalty of perjury and filed annually with her agency as required by law, HENRIQUEZ attested she had "no reportable interests" such as gifts or income beyond her government salary in the calendar years 2015, 2016, 2017, 2018, 2019, and 2020.

Henriquez's family members and close associates

Relevant to this investigation, HENRIQUEZ's family members and close associates include the following individuals:

a) Payee #1, believed to be a close relative of HENRIQUEZ who lived with HENRIQUEZ at 5414 Brookdale Ave, Oakland during times relevant to this investigation

b) Payee #2, believed to have been Payee #1's girlfriend during the time period relevant to this investigation and a close associate of HENRIQUEZ

c) Payee #3, believed to be a close associate of HENRIQUEZ

d) Payee #4, believed to be another close relative of HENRIQUEZ

Rudolph Dwayne Jones and RDJ Enterprises

JONES is the founder and president of RDJ Enterprises, a company that, according to its website, does public relations and community engagement work for San Francisco city government agencies and private corporate clients. JONES formed RDJ Enterprises in February 2011. JONES is the sole manager of RDJ Enterprises and is the sole signatory on its bank accounts. Between 2011 and the present, RDJ Enterprises has been the lead contractor or a subcontractor for, or was awarded a concession lease by, at least seven different San Francisco city agencies: the SFPUC, Department of Public Works, Port of San Francisco, SF International Airport, Municipal Transportation Agency, SF County Transportation Authority, and the City Administrator's Office's Community Challenge Grant Program. RDJ Enterprises’s city contracts have provided the company millions of dollars in revenue.

Prior to forming RDJ Enterprises in 2011, JONES served in senior positions in San Francisco city government as Director of the Mayor's Office of Community Development and Deputy Chief of Staff for then-Mayor Gavin Newsom. Before his work in city government, JONES was the executive director of a San Francisco workforce development group and director of training for a youth employment program.

According to Investigator Golinger, in addition to RDJ Enterprises, JONES has formed and been closely associated with several other companies and several non-profit charitable organizations.
since leaving his San Francisco City Hall job in 2011. At least one of those companies and one of those non-profit charitable organizations has also received substantial funding from the San Francisco Community Challenge Grant Program.

**Project Complete**

JONES formed “RDJ-Project Complete, LLC”, also known as “Project Complete,” in February 2015. JONES is the sole manager of Project Complete and is the sole signatory on its bank accounts. Project Complete has received contracts and funding from the San Francisco Community Challenge Grant Program since at least 2015.

**The Southeast Consortium for Equitable Partnerships (SECEP)**

The Southeast Consortium for Equitable Partnerships (SECEP) is a non-profit charitable organization formed in April 2018. According to its organizational formation and business documents filed with the California Secretary of State and Attorney General, SECEP was formed by a Board of Directors comprised of five people closely linked to JONES to include the following people: a person believed to be JONES’s wife, a person believed to be JONES’s sister, two people believed to be employees of RDJ Enterprises, and a fifth person who JONES paid $25,000 through RDJ Enterprises in 2018 and 2019 for unknown reasons. According to bank records, JONES personally opened SECEP’s bank accounts and remains the “key executive with control of the entity.” SECEP began receiving a series of contracts from the Community Challenge Grant Program soon after its formation in 2018.

**C. PAYMENTS FROM JONES TO HENRIQUEZ**

In March 2022, San Francisco Superior Court Judge Garrett L. Wong signed search warrants commanding Wells Fargo Bank and Bank of America to produce all records for any accounts associated with JONES between April 2017 and March 2022. In March and April 2022, Wells Fargo Bank and Bank of America produced these records.

In May 2022, San Francisco Superior Court Judge Braden C. Woods signed search warrants commanding Bank of America and JP Morgan Chase Bank to produce all records for any accounts held by HENRIQUEZ between February 2009 and May 2022. In May 2022, Bank of America and JP Morgan Chase Bank produced these records.

**$32,942 in direct payments from JONES to HENRIQUEZ**

Investigator Golinger reviewed these bank records, as have I, which revealed that, between May 2015 and October 2018, through RDJ Enterprises and Project Complete, JONES issued nine checks payable directly to HENRIQUEZ totaling **$32,942**. Seven of these checks were deposited into bank accounts at Bank of America and JP Morgan Chase Bank controlled by HENRIQUEZ. HENRIQUEZ cashed two of these checks at a Wells Fargo Bank branch across Civic Center Plaza from San Francisco City Hall. The transaction details are as follows:

- Check number 1643 dated May 26, 2015 in the amount of **$3,750**, payable to HENRIQUEZ, was issued from an RDJ Enterprises account at Wells Fargo Bank. This check was deposited on August 10, 2015 into a Bank of America account controlled by HENRIQUEZ.
• Check number 1110 dated December 10, 2015 in the amount of $500, payable to HENRIQUEZ, was issued from a Project Complete account at Bank of America. In the “For” line in the bottom left corner of the check it states “Projects.” This check was deposited on December 11, 2015 into a JP Morgan Chase Bank account controlled by HENRIQUEZ.

• Check number 1839 dated April 29, 2016 in the amount of $2,700, payable to HENRIQUEZ, was issued from an RDJ Enterprises account at Wells Fargo Bank. This check was deposited on May 9, 2016 into a Bank of America account controlled by HENRIQUEZ.

• Check number 2021 dated February 27, 2017 in the amount of $3,980, payable to HENRIQUEZ, was issued from an RDJ Enterprises account at Wells Fargo Bank. This check was deposited on March 16, 2017 into a Bank of America account controlled by HENRIQUEZ.

• Check number 2090 dated May 1, 2017 in the amount of $2,865, payable to HENRIQUEZ, was issued from an RDJ Enterprises account at Wells Fargo Bank. This check was cashed by HENRIQUEZ on May 5, 2017 at a Wells Fargo Bank branch located near City Hall at 1266 Market Street, San Francisco, CA.

• Check number 1296 dated June 1, 2017, in the amount of $1,020, payable to HENRIQUEZ, was issued from a Project Complete account at Bank of America. In the “For” line in the bottom left corner of the check it states “Special Project Dev.” This check was deposited on June 8, 2017, into a Bank of America account controlled by HENRIQUEZ.

• Check number 1297 dated June 8, 2017, in the amount of $1,000, payable to HENRIQUEZ, was issued from a Project Complete account at Bank of America. In the “For” line in the bottom left corner of the check it states “CC Project Dev.” This check was deposited on June 14, 2017, into a JP Morgan Chase Bank account controlled by HENRIQUEZ.

• Check number 2294 dated December 18, 2017, in the amount of $9,977, payable to HENRIQUEZ, was issued from an RDJ Enterprises account at Wells Fargo Bank. This check was deposited on December 19, 2017, into a JP Morgan Chase Bank account controlled by HENRIQUEZ.

• Check number 2550 dated October 5, 2018, in the amount of $7,150, payable to HENRIQUEZ, was issued from an RDJ Enterprises account at Wells Fargo Bank. This check was cashed by HENRIQUEZ on October 5, 2018, at a Wells Fargo Bank branch located near City Hall at 1266 Market Street, San Francisco, CA.

$152,762 in payments from JONES to HENRIQUEZ's family & close associates

Investigator Golinger reviewed the records obtained in this investigation, as have I, which also revealed that four of HENRIQUEZ's family members and close associates received 48 checks
totaling $156,821.86 from JONES’s company RDJ Enterprises beginning in March 2018 and continuing through May 2020. A summary of these transactions is as follows:

- Between March 2018 and May 2020, RDJ Enterprises issued 25 checks totaling $77,080 to Payee #1, a close relative of HENRIQUEZ. All the issued checks list Payee #1’s address as 5414 Brookdale St, Oakland, which is also HENRIQUEZ’s address. Six of these checks were deposited into a bank account at Wells Fargo Bank. The other 19 RDJ Enterprises checks issued to Payee #1 were cashed at various Wells Fargo Bank branches. None of the checks indicated the reason for the payments.

- Between February 2019 and May 2020, RDJ Enterprises issued 16 checks totaling $59,905.64 to Payee #2, who is believed to have been Payee #1’s girlfriend during the time period relevant to this investigation and a close associate of HENRIQUEZ. All 16 RDJ Enterprises checks issued to Payee #2 were cashed at various Wells Fargo Bank branches. None of the checks indicated the reason for the payments.

- Between June 2019 and November 2019, RDJ Enterprises issued 5 checks totaling $13,339.22 to Payee #3, who is believed to be a close associate of HENRIQUEZ. In a text message to HENRIQUEZ on August 19, 2019, Payee #3 stated: “you are my godmother and we are family.” All 5 RDJ Enterprises checks issued to Payee #3 were deposited into a bank account at JP Morgan Chase Bank. None of the checks indicated the reason for the payments.

- Between July 2018 and August 2018, RDJ Enterprises issued 2 checks totaling $6,497 to Payee #4, another close relative of Henriquez. In a text message to Payee #4 on October 16, 2020, HENRIQUEZ stated: “NO ONE can know we are related!!!!” This text was part of a conversation in which she referred Payee #4 to JONES for assistance with preparing an application for a Community Challenge Grant. Both RDJ Enterprises checks issued to Payee #4 were deposited into a bank account at Wells Fargo Bank. None of the checks indicated the reason for the payments.

Communications between HENRIQUEZ and JONES, and between HENRIQUEZ and Payee #2, about payments from JONES to Payee #1 and Payee #2

While none of the RDJ Enterprises checks previously described indicated on their face the reason for the payments to HENRIQUEZ’s family members and close associates, a review of personal Google email communications between HENRIQUEZ and JONES, text messages between HENRIQUEZ and Payee #2, contracts, and invoices, which were reviewed by Investigator Golinger, and which I have also reviewed, revealed that at least some of these checks were issued by JONES in furtherance of an indirect kickback scheme arrangement made between HENRIQUEZ and JONES. The components of that indirect kickback scheme included creating project budgets for the expenditure of public funds that built in kickbacks from JONES to HENRIQUEZ through her family members and close associates and invoices sent by HENRIQUEZ to effectuate this kickback scheme and disguise it to hide it from detection.
Google subscriber information provided by Google LLC, pursuant to a search warrant, identified personal Gmail accounts for HENRIQUEZ and JONES. Unless otherwise mentioned, all email correspondence between JONES and HENRIQUEZ described in the following paragraphs was conducted using their personal Gmail accounts.

HENRIQUEZ's email exchanges with JONES indicate that HENRIQUEZ facilitated the payments from RDJ Enterprises to Payee #1 and to Payee #2. According to law enforcement database records, during this period both Payee #1 and Payee #2 appear to have lived with HENRIQUEZ.

For example, on January 15, 2019, HENRIQUEZ sent an email from her personal Gmail account to JONES's personal Gmail account with the subject line “internal budgets.” The text of the email stated:

Hi, These are for the two of us only. You need to identify a staff person to submit for in lieu of (Payee #1) on both contracts. Also, with (RDJ Employee #1) gone, you mentioned (RDJ Employee #2) is back and can be (RDJ Employee #3) on Resiliency II. Will she be (RDJ Employee #3) the same position on Tech Assist? Lastly, check with (RDJ Employee #4) as to the percentages she is billing per person between the two contracts and let me know what they are. The last Resiliency request she billed you at 28%, herself at 12% and (RDJ Employee #1) at 39%. (RDJ Employee #4)'s percentage is fine. I’d like to keep you and the other two staff at no more than 55% total between the two contracts. Let’s discuss what that looks like and what the monthly reimbursement requests would be for invoicing purposes for (Payee #1). Let me know a time tomorrow you have to discuss.

Attached to the HENRIQUEZ email to JONES described in the previous paragraph were two documents (excel spreadsheets) that stated at the top “Community Challenge Grant Program.” The first file named, “Resiliency II internal budget 1.14.19.”, lists “(Payee #1)” on a side column with a budget line of $12,000.00 for “Outreach Worker.” The second file named, “SECEP-RDJ Tech Assist ’19 internal budget”, lists “(Payee #1)” on a side column with a budget line of $15,000.00 for “Social Media + Website Manager.”

As another example of the design and coordination of this kickback scheme between HENRIQUEZ and JONES, on February 7, 2019, HENRIQUEZ sent an email from her personal Gmail account to JONES’s personal Gmail account with the subject line “(Payee #1) & (Payee #2) invoices.” The text of the email stated: “Hi, I need to send these to (RDJ Employee #4) by tomorrow. Want you to review them first. This is how they will look every month. Please confirm you are okay with these asap, so that I can email them to her. Thanks.” It is believed that RDJ Employee #4, who HENRIQUEZ referred to in this email, was the Director of Finance and Administration of RDJ Enterprises. This is according to RDJ Enterprises business records at the time.

Attached to the HENRIQUEZ email to JONES described in the previous paragraph were three documents. The first was an invoice from Payee #1 to JONES at RDJ Enterprises dated January 31, 2019, for $1,250 for purported “Social Media & Website Management” work for the project “CCG Tech Assist ’19.” The second was an invoice from Payee #1 to JONES at RDJ Enterprises dated January, 31, 2019, for $2,800 for purported “Outreach Coordinator” work for the project “NEN Resiliency Phase II.” And the third was labeled, “Invoice #119”, from Payee #2 to JONES.
at RDJ Enterprises for $1,200 for purported “Outreach Worker” work for the project “NEN Resiliency Phase II.”

Later that same day, JONES replied by email to HENRIQUEZ: “Do we have a w9 for (Payee #2)??” HENRIQUEZ responded by email: “I can send one with her invoice. Is that ok?” JONES replied by email: “just send me the w9 she has the invoices.” HENRIQUEZ responded by email: “Will do. Take it they are fine to submit?” JONES replied by email: “yes”.

Investigator Golinger reviewed HENRIQUEZ’s San Francisco government work emails, which I have also reviewed, and discovered that “Invoice #0119” for $1,200 from Payee #2 for purported “Outreach Worker” work for the project “NEN Resiliency Phase II,” which HENRIQUEZ had emailed to JONES on February 7, 2019 for his “review” and “ok,” was subsequently submitted by RDJ Enterprises five days later on February 12, 2019 via SECEP back to HENRIQUEZ via the Community Challenge Grant Program, requesting payment. HENRIQUEZ included it with an “Encumbrance Payment Request Form” she prepared, which Witness #1 signed, approving it for payment.

A review of RDJ Enterprises bank records found that, subsequently, check number 2685 dated February 19, 2019 in the amount of $1,200, payable to Payee #2, was issued from an RDJ Enterprises account at Wells Fargo Bank.

According to a law enforcement database, a phone was identified which is associated with Payee #2. That phone number also appeared in HENRIQUEZ’s phone “contacts” as “(Payee #2).” HENRIQUEZ’s phone records, which I have reviewed, included numerous text messages between HENRIQUEZ and Payee #2’s phone number. HENRIQUEZ’s text message exchanges with Payee #2, described below, indicate that HENRIQUEZ facilitated the payments from RDJ Enterprises to Payee #2 and expected to receive a cut of the money.

On February 7, 2019, the same date as the email exchange between JONES and HENRIQUEZ previously described, HENRIQUEZ sent a text message to Payee #2 stating: “Will you send me your social. Dwayne needs it to process the check for next week.” In response, Payee #2 texted HENRIQUEZ her social security number.

On February 26, 2019, HENRIQUEZ texted Payee #2: “When you cash the check, you keep $400. I’ll give you $4000 out the money. So you’ll get $400 a check . . . We’ll get one every month for the next 10 mons.” Payee #2 texted HENRIQUEZ back: “Ok.” That same day, the RDJ Enterprises check 2685, in the amount of $1,200, payable to Payee #2, was cashed at a Wells Fargo Bank branch in Oakland, CA.

Investigator Golinger reviewed HENRIQUEZ’s San Francisco government work emails, which I have also reviewed, and discovered six other invoices addressed to RDJ Enterprises – four more purporting to be from Payee #2 and two purporting to be from Payee #3 – that have corresponding dates and amounts with some of the payments described above. These invoices were later submitted by RDJ Enterprises via SECEP to HENRIQUEZ as part of requests for the City and County of San Francisco to disburse Community Challenge Grant funds. A summary of these invoices is as follows:

- Invoice #01120 from Payee #2 to RDJ Enterprises dated February 26, 2019. This invoice billed RDJ Enterprises for $1,200 for “Outreach Worker” services for “NEN Resiliency Phase II Project.” The invoice did not include any accounting
of hours worked or any hourly rate. At the bottom of the invoice it stated: “Note: Please hold check for pick-up.”

- A review of RDJ Enterprises bank records found that, approximately 6 days after the date on this invoice, check number 2696 dated March 4, 2019 in the amount of $1,200, payable to Payee #2, was issued from an RDJ Enterprises account at Wells Fargo Bank. This check was cashed on March 19, 2019 at a Wells Fargo Bank branch.

- Invoice #01121 from Payee #2 to RDJ Enterprises dated March 27, 2019. This invoice billed RDJ Enterprises for $4,060 for “Outreach Worker” services for “NEN Resiliency Phase II Project.” The invoice did not include any accounting of hours worked or any hourly rate. At the bottom of the invoice it stated: “Note: Please hold check for pick-up.”

- A review of RDJ Enterprises bank records found that, approximately 7 days after the date on this invoice, check number 2719 dated April 3, 2019 in the amount of $4,060, payable to Payee #2, was issued from an RDJ Enterprises account at Wells Fargo Bank. This check was cashed on April 16, 2019 at a Wells Fargo Bank branch.

- Invoice #01122 from Payee #2 to RDJ Enterprises dated April 26, 2019. This invoice billed RDJ Enterprises for $2,860 for “Outreach Worker” services for “NEN Resiliency Phase II Project.” The invoice did not include any accounting of hours worked or any hourly rate. At the bottom of the invoice it stated: “Note: Please hold check for pick-up.”

- A review of RDJ Enterprises bank records found that, approximately 6 days after the date on this invoice, check number 2750 dated May 2, 2019 in the amount of $2,860, payable to Payee #2, was issued from an RDJ Enterprises account at Wells Fargo Bank. This check was cashed on May 10, 2019 at a Wells Fargo Bank branch.

- Invoice #01123 from Payee #2 to RDJ Enterprises dated May 29, 2019. This invoice billed RDJ Enterprises for $2,860 for “Outreach Worker” services for “NEN Resiliency Phase II Project.” The invoice did not include any accounting of hours worked or any hourly rate. At the bottom of the invoice it stated: “Note: Please hold check for pick-up.”

- A review of RDJ Enterprises bank records found that, approximately 6 days after the date on this invoice, check number 2769 dated June 4, 2019 in the amount of $2,860, payable to Payee #2, was issued from an RDJ Enterprises account at Wells Fargo Bank. This check was cashed on June 14, 2019 at a Wells Fargo Bank branch.

- Invoice #133 from Payee #3 to RDJ Enterprises dated June 20, 2019. This invoice billed RDJ Enterprises for $5,169.89 for “Design, install & maintenance of front entrance garden at James Denman” services for “James Denman Middle School Garden Project.” The invoice did not include any accounting of hours worked or any hourly rate.
- A review of RDJ Enterprises bank records found that, approximately 13 days after the date on this invoice, check number 2805 dated July 3, 2019 in the amount of $51,698.89, payable to Payee #3, was issued from an RDJ Enterprises account at Wells Fargo Bank. This check was deposited on July 3, 2019 into an account at JP Morgan Chase Bank.

- Invoice #299 from Payee #3 to RDJ Enterprises dated October 7, 2019. This invoice billed RDJ Enterprises for $813 for “Plant installation – Labor & Design” services for “Excelsior Community Hub Garden.” The invoice did not include any accounting of hours worked or any hourly rate.

- A review of RDJ Enterprises bank records found that, approximately 11 days after the date on this invoice, check number 2896 dated October 18, 2019 in the amount of $813, payable to Payee #3, was issued from an RDJ Enterprises account at Wells Fargo Bank. This check was deposited on November 4, 2019 into an account at JP Morgan Chase Bank.

Additionally, on August 14, 2019, HENRIQUEZ sent an email from her personal Gmail account to JONES’s personal Gmail account that discusses specific line items on a recent grant addendum adding money to a previous grant. The email notes that the new contract also increases the fiscal sponsor payment for the contract. She then states, “the new fiscal sponsor split is $37,383. I will continue to invoice $3,666.67 for (Payee #2) until April 2020. But her last invoice will be $4,383.97 to close it out.”

For all contracts between the City and SECEP as the fiscal sponsor for RDJ Enterprises, SECEP got a 15% fiscal sponsorship fee. As of the date of this email, the total fiscal sponsorship amount on the SECEP contracts that HENRIQUEZ signed was $74,767, exactly double the “new fiscal sponsor split” that HENRIQUEZ mentioned. This email demonstrates a prior agreement that they would equally split the amount that SECEP was paid as the fiscal sponsor on the contracts, and that HENRIQUEZ’s half would get paid through Payee 2.

As described above, a review of RDJ Enterprises’s bank records obtained in this investigation found that, between February 2019 and May 2020, RDJ Enterprises issued 16 checks totaling $59,905.64 to Payee #2. RDJ Enterprises issued checks in the amount of $3,666.67 to Payee #2 each month from August 2019 through March 2020. In April 2020 and May 2020, RDJ Enterprises issued checks in the amount of $6,356.14 to Payee #2 each month. On May 27, 2020, RDJ Enterprises issued its final check to Payee #2 in the amount of $1,800.

Investigator Golinger reviewed HENRIQUEZ’s bank records obtained in this investigation, which I have also reviewed, and discovered a large number of unexplained cash deposits into HENRIQUEZ’s accounts. Between May 2015 and February 2022, there were 177 cash deposits totaling $96,951 into HENRIQUEZ’s Bank of America and JP Morgan Chase bank accounts. Nearly half of that cash was deposited into HENRIQUEZ’s accounts during the same period that Payee #2 received checks from RDJ Enterprises. Between February 2019 and May 2020, Payee #2 received 16 checks totaling $59,905.64 from RDJ Enterprises. All of those checks were cashed at Wells Fargo Bank branches in San Francisco and Oakland between February 26, 2019 and June 11, 2020. Between those same dates, 54 cash deposits totaling $45,659 were made into HENRIQUEZ’s bank accounts, most of them at ATMs in San Francisco and Oakland.
D. CITY CONTRACTS FROM HENRIQUEZ TO JONES

A review of the records obtained in this investigation and interviews with witnesses found that, during the period relevant to this investigation, HENRIQUEZ played a central role in making the contracts and approving the invoices between the Community Challenge Grant Program and its grantees and vendors, including SECEP, RDJ Enterprises, and Project Complete.

In November of 2022, Investigator Golinger and colleagues from the District Attorney’s Office interviewed Witness #1, Witness #2, and Witness #3. Below are Investigator Golinger’s summaries of each interview which I have found to be accurate having reviewed each interview.

On November 4, 2022, Investigator Golinger and several of his colleagues at the District Attorney’s Office conducted a voluntary in-person interview at the District Attorney’s Office with Witness #1, who was a senior-level employee of the City Administrator’s Office during the time relevant to this investigation. Witness #1 stated that, from approximately 2017 until 2022, they were responsible for reviewing and approving for payment the invoices that Community Challenge Grant contract recipients had submitted to the city. Witness #1 stated that HENRIQUEZ is the director of the Community Challenge Grant Program. Witness #1 stated that HENRIQUEZ was responsible for collecting the invoices from grant recipients, reviewing the documents for completeness and accuracy, and giving them the invoices for their final approval. Witness #1 stated that they had some concerns that the invoices from JONES’s company RDJ Enterprises were “wasteful,” but they were not aware of any illegal activity. Witness #1 said that they were told at one point that HENRIQUEZ had dated JONES. Witness #1 said: “That was part of my concern with Dwayne.” Witness #1 said they never confirmed whether that was accurate or not, it was just a concern. Witness #1 stated that they did not participate in the initial making of Community Challenge Grant contracts and that we should speak to Witness #2, who was HENRIQUEZ’s direct supervisor, about that subject.

On November 8, 2022, Investigator Golinger and several of his colleagues at the District Attorney’s Office conducted a voluntary video-conference interview with Witness #2, a senior-level employee of the City Administrator’s Office. Witness #2 stated that they were HENRIQUEZ’s direct supervisor during the time relevant to this investigation. As HENRIQUEZ’s supervisor, Witness #2 stated that they were familiar with HENRIQUEZ’s responsibilities. Witness #2 stated that HENRIQUEZ managed the solicitation, selection, and making of Community Challenge Grant Program contracts, which included issuing the annual calls for grant proposals, working with a review panel to evaluate the grant applications, meeting with then-City Administrator Naomi Kelly to finalize the list of Community Challenge Grant recipients, and managing the execution and implementation of the contracts with vendors. Witness #2 also stated that HENRIQUEZ “coordinated a fiscal sponsor for the Neighborhood Empowerment Network” to facilitate Community Challenge Grant contracts that were not funded through the annual grant cycle process, but instead were funded by “budget addback funding” allocated by Members of the San Francisco Board of Supervisors. Witness #2 stated that the person who would know more about the details of those contracts was Witness #3. Witness #2 stated they did not know anything about SECEP but they did know that “Dwayne Jones’s group was supporting [Witness #3’s] neighborhood groups” in Community Challenge Grant projects.

On November 17, 2022, Investigator Golinger and several of his colleagues at the District Attorney’s Office conducted a voluntary in-person interview at the District Attorney’s office
with Witness #3, a senior-level employee of the City and County of San Francisco who is responsible for the Neighborhood Empowerment Network (NEN). Following this interview, Investigator Golinger received three phone calls from Witness #3 where they provided further information. Witness #3 stated that NEN is a city program that has been part of the City Administrator’s Office since it was created in 2007 or 2008. Witness #3 stated that NEN’s purpose is to help neighborhood organizations with resiliency preparedness in order to be better able to respond to earthquakes or other natural disasters. Witness #3 stated that part of their job has been to help these neighborhood organizations obtain and receive funding in order to purchase supplies and conduct resiliency preparedness training and education. Witness #3 also stated that NEN put on an annual awards ceremony at City Hall in conjunction with the Community Challenge Grant Program, organized a block party community outreach program called “Neighborhood,” conducted youth empowerment trainings, and engaged in a variety of other programs that support neighborhood organizations’ resiliency preparedness. Witness #3 stated that NEN was able to do all of this work through city funding NEN received from Members of the Board of Supervisors through the budget “add-back” process whereby Supervisors would allocate sums in the annual budget to support certain types of programs in specific neighborhoods. Witness #3 stated that, when NEN was informed it had “addback” funding to spend on resiliency projects, since the NEN program didn’t have any of its own city contracting infrastructure in place, Witness #3 instead worked with his City Administrator’s Office colleague HENRIQUEZ to have the Community Challenge Grant Program enter into city contracts to spend this funding. Witness #3 stated that they did not enter into or manage these contracts and did not review invoices for these projects, all of which he believed HENRIQUEZ did. Witness #3 stated that “Lanita would always have like 30 contracts on her desk because she would be punching out contracts all day long.” Witness #3 stated that they based this observation on visits to HENRIQUEZ’s cubicle inside the City Administrator’s Office.

$1.4 million in city contracts from HENRIQUEZ to JONES

A review of the city contracts and other records obtained in this investigation by Investigator Golinger, which I have reviewed, found that, between July 2016 and July 2020 — while HENRIQUEZ or her family members and close associates were receiving payments from JONES — HENRIQUEZ entered into at least 23 contracts on behalf of the Community Challenge Grant Program of the City and County of San Francisco worth $1,471,612 to which JONES was a party through his companies RDJ Enterprises and Project Complete.

- Thirteen of these were grant agreement contracts between the Community Challenge Grant Program and the non-profit organization A. Philip Randolph Institute, SF Chapter, serving as “fiscal sponsor” to either JONES’s company Project Complete or JONES’s company RDJ Enterprises, which were described in the contracts as performing parties.

- Nine of these were grant agreement contracts between the Community Challenge Grant Program and the non-profit organization Southeast Consortium for Equitable Partnerships (SECEP) serving as “fiscal sponsor” to JONES’s company RDJ Enterprises, which was described in the contracts as a performing party.

- One of these was a professional services contract made directly between HENRIQUEZ, on behalf of the Community Challenge Grant Program, and
JONES, on behalf of RDJ Enterprises. Both HENRIQUEZ and JONES signed the contract.

In 2016, HENRIQUEZ entered into the following contract involving JONES’s company Project Complete:

- A grant agreement contract dated July 1, 2016 worth $88,649 for the following purpose: “A. Philip Randolph Institute and Project Complete will provide technical assistance, fiscal sponsorship and community outreach on behalf of the Community Challenge Grant Program and the Neighborhood Empowerment Network.”

In 2017, HENRIQUEZ entered into the following 6 contracts totaling $185,264 involving JONES’s company Project Complete:

- A grant agreement contract dated February 1, 2017 worth $81,204 for the following purpose: “A. Philip Randolph Institute, SF Chapter serving as the fiscal sponsor to Project Complete, who will provide technical assistance and community outreach on behalf of the Community Challenge grant Program (CCCG) and the Neighborhood Empowerment Network (NEN) as well as the management and facilitation of events and workshops.”

- A grant agreement contract dated May 1, 2017 worth $32,065 for the following purpose: “A. Philip Randolph Institute, SF Chapter serving as fiscal sponsor to Project Complete, who will order emergency preparedness supplies and equipment on behalf of the Miraloma Park Improvement Club. The Miraloma Park Improvement Club received additional funding through the District 7 Participatory Budget Process.”

- A grant agreement contract amendment dated June 28, 2017 worth $6,050 for the following purpose: “Extending the Project Outreach” for a previous contract involving A. Philip Randolph Institute, SF Chapter and Project Complete.

- A grant agreement contract dated July 1, 2017 worth $31,460 for the following purpose: “The A. Philip Randolph Institute, SF Chapter will serve as the fiscal sponsor to Project Compete [sic], who will receive funding to assist in the facilitation of the Annual NEN Awards Ceremony.”

- A grant agreement contract amendment dated September 25, 2017 worth $24,200 for the following purpose: “Continuing the Funded Project for an additional six months” for a previous contract involving A. Philip Randolph Institute, SF Chapter and Project Complete.

- A grant agreement contract amendment dated September 25, 2017 worth $10,285 for the following purpose: “The grantee has received additional funding in the amount of $10,285 for the purpose of continuing the project” for a previous contract involving A. Philip Randolph Institute, SF Chapter and Project Complete.
In 2018, HENRIQUEZ entered into the following 8 contracts totaling $643,773 involving JONES’s companies Project Complete and RDJ Enterprises:

- A grant agreement contract dated January 1, 2018 worth $\textbf{100,000}$ for the following purpose: “The A. Philip Randolph Institute, SF Chapter will serve as the fiscal sponsor to Project Compete [sic], who will receive funding to provide technical assistance and community engagement to community challenge grant program applications and grantees city [sic].”

- A grant agreement contract dated January 1, 2018 worth $\textbf{137,305}$ for the following purpose: “The A. Philip Randolph Institute, SF Chapter will serve as the fiscal sponsor to Project Compete [sic], who will partner with the Neighborhood Empowerment [sic] Network to manage an emergency preparedness project providing assistance to neighborhood groups.”

- A grant agreement contract amendment dated January 31, 2018 worth $\textbf{8,326}$ for the following purpose: “The grantee has received additional funding in the amount of $8,326 for the purpose of completing the project” for a previous contract involving A. Philip Randolph Institute, SF Chapter and Project Complete.

- A grant agreement contract amendment dated May 16, 2018 worth $\textbf{23,468}$ for the following purpose: “The grantee has received additional funding in the amount of $23,468 for the purpose of completing the project” for a previous contract involving A. Philip Randolph Institute, SF Chapter and Project Complete.

- A grant agreement contract dated July 1, 2018 worth $\textbf{59,895}$ for the following purpose: “A. Philip Randolph Institute, San Francisco Chapter (APRI) will serve as the fiscal sponsor to Project Complete (PC), who will provide technical and staffing assistance to the Neighborhood Empowerment Network (NEN) Neighborfest Program.”

- A grant agreement contract dated September 1, 2018 worth $\textbf{33,000}$ for the following purpose: “A. Philip Randolph Institute, San Francisco Chapter (APRI) will serve as fiscal sponsor to RDJ Enterprises (RDJ) who will provide technical and staffing assistance for the Neighborhood Empowerment Network 11th Annual Awards Ceremony.”

- A grant agreement contract dated November 1, 2018 worth $\textbf{34,471}$ for the following purpose: “The Southeast Consortium for Equitable Partnership, Inc. serving as fiscal sponsor to RDJ Enterprises, will collaborate conduct [sic] a community need and outreach assessment.”

- A grant agreement contract dated November 1, 2018 worth $\textbf{247,308}$ for the following purpose: “The Southeast Consortium for Equitable Partnership, Inc. serving as fiscal sponsor to RDJ Enterprises, will partner with the Neighborhood Empowerment Network to manage a community-driven resiliency and disaster preparedness program.”
In 2019, HENRIQUEZ entered into the following 7 contracts totaling $458,926 involving JONES’s company RDJ Enterprises:

- A grant agreement contract dated January 1, 2019 worth $100,000 for the following purpose: “Southeast Consortium for Equitable Partnerships, Inc. serving as fiscal sponsor to RDJ Enterprises, will provide technical assistance and to groups [sic] applying to the Community Challenge Grant Program and working with the Neighborhood [sic] Empowerment Network.”

- A grant agreement contract dated May 1, 2019 worth $40,480 for the following purpose: “Southeast Consortium for Equitable Partnerships, Inc. serving as fiscal sponsor to RDJ Enterprises, who will provide technical assistance and perform outreach on behalf of the Miraloma Park Improvement Club.”

- A grant agreement contract amendment dated May 28, 2019 worth $82,004 for the following purpose: “to provide fiscal sponsorship and technical assistance for the implementation of two SFUSD beautification projects.”

- A grant agreement contract amendment dated May 28, 2019 worth $49,968 for the following purpose: “The grantee has received additional funding in the amount of $49,968 to provide fiscal sponsorship and technical assistance for a garden project at James Denman Middle School.”

- A grant agreement contract amendment dated July 26, 2019 worth $18,975 for the following purpose: “The grantee has received additional funding in the amount of $18,975 to provide fiscal sponsorship and technical assistance for a community gathering space and resiliency hub in the Excelsior.”

- A contract dated November 1, 2019 worth $136,747 for the following purpose: RDJ Enterprises partnering with “the Neighborhood Empowerment Network (NEN) to provide technical assistance and project management to neighborhood groups affiliated with the NEN, as well as other community groups with similar projects that require sponsorship.”

- A grant agreement contract amendment dated December 20, 2019 worth $30,752 for the following purpose: providing “outreach, project management, and technical support on behalf of the Neighborhood Empowerment Network (NEN), including an outreach and community awareness program for the 12th Annual NEN Awards Ceremony. In addition, RDJ will facilitate the Annual NEN Awards Ceremony to take place at San Francisco City Hall, in the Rotunda and North Light Court on January 29, 2020.”

In 2020, HENRIQUEZ entered into the following contract involving JONES’s company RDJ Enterprises:

- A professional services contract dated July 1, 2020 worth $95,000 for the following purpose: hiring RDJ Enterprises to provide the Community
Challenge Grant Program with “a comprehensive Community Outreach and Communications Program.”

Selective assistance in contract bidding process provided by HENRIQUEZ to JONES

Investigator Golinger reviewed the personal email communications between HENRIQUEZ and JONES, which I have also reviewed, and found that HENRIQUEZ sent an email to JONES’s Gmail account with an attached “Informal Solicitation” document containing inside information about the submission requirements, minimum qualifications, and evaluation and selection criteria for bidders on the city contract, awarded to JONES in 2020, in advance of that contract bid information being publicly issued by the City as part of a competitive bidding process.

Investigator Golinger reviewed HENRIQUEZ’s San Francisco government work email account, which I have also reviewed, which showed that, in spring 2020, HENRIQUEZ was working with other employees in the Office of the City Administrator to finalize a competitive bid solicitation and publicly issue a request for proposals in an “Informal Solicitation,” for a $95,000 city contract to provide “Community Outreach and Communications” services to HENRIQUEZ’s program, the Community Challenge Grant Program. According to emails, the “Informal Solicitation” was planned to be issued publicly for competitive bids on May 21, 2020.

HENRIQUEZ’s San Francisco government work email account shows that, on Tuesday, May 19, 2020 – before the “Informal Solicitation” was finalized and two days before the “Informal Solicitation” was planned to be issued publicly for competitive bids on May 21, 2020 – she forwarded a draft version of the “Informal Solicitation” to another email address. HENRIQUEZ’s cellular phone data shows that, on May 19, 2020, she emailed the same document from her personal Apple email address to JONES’s personal Gmail address. In the body of HENRIQUEZ’s email to JONES it states: “Here is a copy of the informal solicitation. Didn’t send last week because we made edits. Just finalized but the 2-week window agreed upon.”

A review of JONES’s personal Gmail records found that JONES received the email and document described above from HENRIQUEZ’s Apple icloud email address on May 19, 2020.

Investigator Golinger told me that the “Informal Solicitation” was subsequently finalized and issued by the City for competitive bids on Thursday, May 21, 2020. JONES’s company RDJ Enterprises submitted a bid proposal on June 5, 2020. One other company submitted a bid proposal. The two bid submissions were evaluated by a panel of three individuals, including HENRIQUEZ, who scored the bid submissions using a rubric of evaluation criteria and awarding points to each submission. JONES’s company RDJ Enterprises was awarded the most points by the panel. On or around June 12, 2020, the City issued a notice that RDJ Enterprises was awarded the contract.

On or around July 1, 2020, JONES and HENRIQUEZ signed the $95,000 contract between the City and RDJ Enterprises. Over the following year, HENRIQUEZ facilitated the City’s payment of a series of invoices JONES submitted to the City for services purportedly rendered by JONES’s company under the contract.
E. HENRIQUEZ’S FACILITATION OF GOVERNMENT PAYMENTS FOR INVOICES SUBMITTED BY JONES’S COMPANY RDJ ENTERPRISES

During his interview, Witness #1 explained that after the Community Challenge Grant contracts were executed, HENRIQUEZ was responsible for collecting the invoices from grant recipients for project activity, reviewing the documents for completeness and accuracy, and giving Witness #1 the invoices for final approval before being processed for payment. Witness #1 advised that HENRIQUEZ was responsible for checking the appropriateness of expenditures.

Investigator Golinger reviewed HENRIQUEZ’s San Francisco government work emails, which I have also reviewed, and found copies of several invoices submitted by RDJ Enterprises via SECEP to the City requesting payments for work that RDJ Enterprises had purportedly done under the auspices of the contracts previously described. With each RDJ Enterprises invoice submitted via SECEP to the City for payment, there is a cover sheet summary of the relevant contract and requested invoice amounts. The cover sheet states that it was “Prepared by Lanita Henriquez” and “Approved by” with a signature on the adjacent line that appears to be Witness’s #1’s name.

The invoices reviewed included the following 11 invoices submitted by RDJ Enterprises via SECEP to the City and subsequently facilitated for payment by HENRIQUEZ:

a. On or about June 5, 2019, Invoice #90666 in the amount of **$52,838.58** from RDJ Enterprises for the project “CCG MPIC 2019.”

b. On or about June 5, 2019, Invoice #90671 in the amount of **$70,153.74** from RDJ Enterprises for the project “CCG Tech Assist 2019.”

c. On or about June 5, 2019, Invoice #90672 in the amount of **$22,050.48** from RDJ Enterprises for the project “CCG Resiliency Phase II.”

d. On or about July 3, 2019, Invoice #90678 in the amount of **$15,080.08** from RDJ Enterprises for the project “CCG Tech Assist 2019.”

e. On or about July 3, 2019, Invoice #90679 in the amount of **$14,192.96** from RDJ Enterprises for the project “CCG MPIC 2019.”

f. On or about July 3, 2019, Invoice #90680 in the amount of **$18,939.84** from RDJ Enterprises for the project “CCG NEN Resiliency Phase II.”

g. On or about August 5, 2019, Invoice #90695 in the amount of **$9,679.78** from RDJ Enterprises for the project “CCG Tech Assist 2019.”
h. On or about August 5, 2019, Invoice # 90696 in the amount of $18,369.01 from RDJ Enterprises for the project “CCG MPIC 2019.”

i. On or about August 5, 2019, Invoice # 90697 in the amount of $15,399.56 from RDJ Enterprises for the project “CCG Resiliency Phase II.”

j. On or about September 5, 2019, Invoice # 90727 in the amount of $9,679.78 from RDJ Enterprises for the project “CCG Tech Assist 2019.”

k. On or about September 5, 2019, Invoice # 90728 in the amount of $6,098.82 from RDJ Enterprises for the project “CCG MPIC 2019.”

F. HENRIQUEZ’S FINANCIAL DISCLOSURE FORMS

In April and May of 2022, Investigator Golinger requested from the Office of the City Administrator, copies of the Form 700 Statements of Economic Interests (Form 700s) filed by all employees covering calendar years 2015, 2016, 2017, 2018, 2019, and 2020.

In response, Investigator Golinger received documents, which I have reviewed, that included copies of the Form 700s filed by HENRIQUEZ covering the periods of calendar years 2015, 2016, 2017, 2018, 2019, and 2020.

All of the Form 700s filed by HENRIQUEZ covering calendar years 2015, 2016, 2017, 2018, 2019, and 2020 have a box marked on them by an “X,” next to which it affirmatively states: “None – No reportable interests on any schedule.”

None of the Form 700s filed by HENRIQUEZ disclosed any of the $32,942 in direct check payments that financial records show HENRIQUEZ received from JONES in calendar years 2015, 2016, 2017, and 2018, as described above in paragraph 26.

Each of the Form 700s and amended Form 700s filed by HENRIQUEZ that were reviewed includes HENRIQUEZ’s signature under the following statement:

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

G. PURCHASE OF LARGE QUANTITIES OF GIFT CARDS

On May 27, 2020, RDJ Enterprises issued its last check payable to Payee #2. No checks were issued after that date from RDJ Enterprises or any of JONES’s companies to HENRIQUEZ or
Payees #1-4. However, HENRIQUEZ continued to sign Community Challenge Grant program contracts after that date with both SECEP and RDJ Enterprises. On May 21, 2020, a Wells Fargo Mastercard issued to RDJ Enterprises LLC/Rudolph D. Jones (card ending 4327) purchased $5,000 worth of AMEX gift cards (total charge $5,038.70, likely $5,000 in gift cards plus a service fee). That same card made an identical purchase, $5,038.70 at AMEXGIFTCARD.COM, on October 23, 2020. On October 24, 2020, that same Mastercard made a purchase at VANILLAGIFT.COM, a company that issues pre-paid Visa cards, for $5,068.45 (likely $5,000 in cards with a service fee). On October 29, 2020, a Bank of America Credit Card issued to RDJ Enterprises (card ending 5896) likewise made a $5,038.70 purchase at AMEXGIFTCARD.COM and a $5,068.45 purchase at VANILLAGIFT.COM.

REQUEST FOR ARREST WARRANTS

Based on the information in this affidavit and based upon my training and experience, it appears that there is reasonable and probable cause to believe that HENRIQUEZ committed violations of the following felony crimes:

Penal Code section 68(a), receiving a bribe;

Penal Code section 182(a)(4), conspiracy to commit fraud;

Penal Code section 424(a)(1), misappropriation of public moneys;

California Government Code section 1090(a), financial conflict-of-interest in government contracts.

Based on the information in this affidavit and based upon my training and experience, it appears that there is reasonable and probable cause to believe that JONES committed violations of the following felony crimes:

Cal. Penal Code section 67.5, bribing a public officer, employee, or appointee;

Penal Code section 182(a)(4), conspiracy to commit fraud;

Penal Code section 424(a)(1), misappropriation of public moneys;

California Government Code section 1090(b), aid and abet financial conflict-of-interest in government contracts.

The District Attorney has issued, and I have signed, a Complaint charging LANITA HENRIQUEZ and RUDOLPH JONES with these offenses, and the signed Complaint is presented with this affidavit to the Court.

Because this affidavit is being submitted for the limited purpose of establishing probable cause, I have not included each and every fact known to me concerning this investigation. I have set forth only the facts that I believe are necessary and applicable to establish the appropriate foundation for seeking an arrest warrant. I have not purposely omitted any fact(s) that undermine or are contrary to the opinions and conclusions set forth herein.
I declare under penalty of perjury under the laws of the State of California that the entirety of the foregoing is true and correct to the best of my knowledge and belief.

WHEREFORE, your affiant requests that an arrest warrant be issued, based upon the above facts, for LANITA HENRIQUEZ and RUDOLPH DWAYNE JONES.

Mike Reilly, Inspector Star #111  
Date: August 29, 2023

Subscribed and sworn before me on this 29th day of August, 2023 in the City and County of San Francisco, California.

[Signature]
Judge of the Superior Court
City and County of San Francisco
EXHIBIT 3
LLC-1

State of California
Secretary of State

LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION

A $70.00 filing fee must accompany this form.

IMPORTANT – Read instructions before completing this form.

ENTITY NAME. (End the name with the words "Limited Liability Company," or the abbreviations "LLC" or "L.L.C." The words "Limited" and "Company" may be abbreviated to "Ltd." and "Co.", respectively.)

1. NAME OF LIMITED LIABILITY COMPANY

Urban Equity, LLC

PURPOSE. (The following statement is required by statute and should not be altered.)

2. THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.

INITIAL AGENT FOR SERVICE OF PROCESS. (If the agent is an individual, the agent must reside in California and both Items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 3 must be completed (leave Item 4 blank).)

3. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS

Rudolph Jones

4. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA

29949 Bello View Pl.

CITY

Hayward

STATE

CA

ZIP CODE

94544

MANAGEMENT. (Check only one)

5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY:

☐ ONE MANAGER

☑ MORE THAN ONE MANAGER

☐ ALL LIMITED LIABILITY COMPANY MEMBER(S)

ADDITIONAL INFORMATION

6. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

EXECUTION

7. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

June 11, 2010

DATE

Rudolph Jones

SIGNATURE OF ORGANIZER

TYPE OR PRINT NAME OF ORGANIZER

LLC-1 (REV 04/2007)

APPROVED BY SECRETARY OF STATE

FILED

In the office of the Secretary of State
of the State of California

JUN 14 2010

This Space For Filing Use Only
**Entity Details**

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**Email Notifications**

Yes, I opt-in to receive entity notifications via email.

**Chief Executive Officer (CEO)**

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**Labor Judgment**

No Manager or Member of this Limited Liability Company has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.
Electronic Signature

☒ By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

Kelly Kimbrough

Signature

04/25/2022

Date
EXHIBIT 5
LLC Registration – Articles of Organization

Entity Name: 20ROC Holdings LLC

Entity (File) Number: 202107010199
File Date: 03/08/2021
Entity Type: Domestic LLC
Jurisdiction: California

Detailed Filing Information

1. Entity Name: 20ROC Holdings LLC

2. Business Addresses:
   a. Initial Street Address of Designated Office in California: 1485 Bayshore Boulevard
      San Francisco, California 94124
      United States
   b. Initial Mailing Address: 1485 Bayshore Boulevard
      San Francisco, California 94124
      United States

3. Agent for Service of Process: Rudolph D Jones
   1485 Bayshore Boulevard
   San Francisco California 94124
   United States

4. Management Structure: All LLC Member(s)

5. Purpose Statement: The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

Electronic Signature:
The organizer affirms the information contained herein is true and correct.
Organizer: Rudolph D Jones

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.
EXHIBIT 6
## LLC-12 (Limited Liability Company)

### Statement of Information

**IMPORTANT** — *Read instructions before completing this form.*

**Filing Fee** – $20.00

**Copy Fees** – First page $1.00; each attachment page $0.50; Certification Fee - $5.00 plus copy fees

---

1. **Limited Liability Company Name** (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.)
   
   **20ROC HOLDINGS LLC**

2. **12-Digit Secretary of State File Number**
   
   **202107010199**

3. **State, Foreign Country or Place of Organization** (only if formed outside of California)
   
   **CALIFORNIA**

4. **Business Addresses**

   a. Street Address of Principal Office - Do not list a P.O. Box
      
      **1485 Bayshore Blvd**
   
   b. Mailing Address of LLC, if different than item 4a
      
      **1485 Bayshore Blvd**
   
   c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box
      
      **1485 Bayshore Blvd**

   If no managers have been appointed or elected, provide the name and address of each member. At least one name and address must be listed. If the manager/member is an individual, complete items 5a and 5c (leave item 5b blank). If the manager/member is an entity, complete items 5b and 5c (leave item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

5. **Manager(s) or Member(s)**

   a. First Name, if an individual - Do not complete Item 5b
      
      **Veronica**
   
   b. Entity Name - Do not complete Item 5a
      
      **Jones**
   
   c. Address
      
      **1485 Bayshore Blvd**

6. **Service of Process** (Must provide either Individual OR Corporation.)

   **INDIVIDUAL** – Complete items 6a and 6b only. Must include agent’s full name and California street address.

   a. California Agent’s First Name (if agent is not a corporation)
      
      **Rudolph**
   
   b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box
      
      **1485 Bayshore Blvd**

   **CORPORATION** – Complete item 6c only. Only include the name of the registered agent Corporation.

   c. California Registered Corporate Agent’s Name (if agent is a corporation) – Do not complete Item 6a or 6b

7. **Type of Business**

   a. Describe the type of business or services of the Limited Liability Company
      
      **Real Estate Holding**

8. **Chief Executive Officer, if elected or appointed**

   a. First Name
      
      **Zachary Knox**
   
   b. Address
      
      **1485 Bayshore Blvd**

9. **The Information contained herein, including any attachments, is true and correct.**

   **04/27/2021**

   **Legal Counsel**

   **Type or Print Name of Person Completing the Form**

   **Signature**

---

**Return Address (Optional)** (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

**Name:**

**Company:**

**Address:**

**City/State/Zip:**
**A. Limited Liability Company Name**

**B. 12-Digit Secretary of State File Number**

**C. State or Place of Organization** (only if formed outside of California)

**D. List of Additional Manager(s) or Member(s)** - If the manager/member is an individual, enter the individual’s name and address. If the manager/member is an entity, enter the entity’s name and address. Note: The LLC cannot serve as its own manager or member.

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EXHIBIT 7
CHAPTER 28:

ADMINISTRATIVE DEBARMENT PROCEDURE

Sec. 28.0. Findings.
Sec. 28.1. Definitions.
Sec. 28.2. Debarment and Suspension Authority.
Sec. 28.3. Grounds for Debarment and Suspension.
Sec. 28.4. Initiating Debarment Proceedings; Counts and Allegations.
Sec. 28.5. Service of the Counts and Allegations or Suspension Order.
Sec. 28.6. Request for a Hearing.
Sec. 28.7. Failure to Request a Hearing or to Appear.
Sec. 28.8. Appointment of the Hearing Officer.
Sec. 28.9. Pre-Hearing Procedure.
Sec. 28.10. Hearings and Determinations.
Sec. 28.11. Term and Effect of Administrative Debarment or Order of Suspension; Violation of Order.
Sec. 28.12. Publication and Reports of Debarment or Suspension.

SEC. 28.0. FINDINGS.

(a) The Board of Supervisors finds that: (1) contracting with the City is an important municipal affair, and that the award of contracts to Contractors who fail to deal with the City in good faith compromises the integrity of the contracting process and results in the improper expenditure of public funds, and (2) the public contracting process is for the benefit of the public, not Contractors, and it serves the public interest to empower the City to Debar or Suspend a Contractor that has engaged in conduct that undermines the integrity of the public contracting process.

(b) The Board of Supervisors recognizes that the City must afford Contractors due process in any determination that precludes any individual or business entity from participating in the contracting process. This Chapter 28 does not apply to a determination of nonresponsibility for a single contract or identifiable group of contracts, but rather to the broader determination of irresponsibility of a Contractor for the general purpose of contracting with the City for a specified period. The Board of Supervisors therefore adopts this Chapter to prescribe standard procedures for the prosecution, determination, and implementation of administrative Debarments and Suspensions.


SEC. 28.1. DEFINITIONS.

The following definitions apply for only the purposes of this Chapter 28:

Affiliate. Any individual person or business entity related to a Contractor where such individual or business entity, directly or indirectly, controls or has the power to control the other, or where a third person controls or has the power to control both. Indicia of control include, but are not limited to: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees or a business entity organized following the Suspension, Debarment, bankruptcy, dissolution or reorganization of a person which has the same or similar management; and/or ownership or principal employee as the Contractor.

Charging Official. Any City department head or the President of any board or commission authorized to award or execute a contract under the Charter or the Administrative Code; the Mayor, the Controller, the City Administrator, the Director of Administrative Services, or the City Attorney. All Charging Officials are authorized to act on behalf of the City in prosecuting any administrative Debarment proceeding and in issuing an Order of Debarment or issuing an Order of Suspension under this Chapter 28.

City. The City and County of San Francisco.

Contractor. Any individual person, business entity, or organization that submits a qualification statement, proposal, bid, or grant request, or that contracts directly or indirectly with the City for the purpose of providing any goods or services or construction work to or for, or applies for or receives a grant from, the City including without limitation any Contractor, subcontractor, consultant, subconsultant or supplier at any tier, or grantee. The term “Contractor” shall include any responsible managing corporate officer, or responsible managing employee, or other owner or officer of a Contractor who has personal involvement and/or responsibility in seeking or obtaining a contract with the City or in supervising and/or performing the work prescribed by the contract or grant.

Day. A calendar day unless otherwise specified.

Debarment. The administrative determination against a Contractor declaring such Contractor irresponsible and disqualified from participating in the procurement process for contracts, or from entering into contracts, directly or indirectly, with or applying for or
receiving grants or other benefits from the City for a period specified in the Debarment order.

Suspension. Ineligibility of a Contractor that is the subject of an arrest, indictment, or other criminal or civil charge by a governmental entity (federal, state or local), as specified in greater detail in Section 28.3(b) from participating in the procurement process for contracts or from entering into contracts directly or indirectly with, or applying for or receiving grants from, the City.


SEC. 28.2. DEBARMENT AND SUSPENSION AUTHORITY.

Notwithstanding any other provision of the Administrative Code, any Charging Official shall have authority to issue Orders of Debarment or Suspension against any Contractor in accordance with the procedures set forth in this Chapter 28.


SEC. 28.3. GROUNDS FOR DEBARMENT AND SUSPENSION.

(a) Debarment. A Charging Official shall issue an Order of Debarment for any Contractor who the hearing officer, based on evidence presented, finds to have engaged in any willful misconduct with respect to any City bid, request for qualifications, request for proposals, grant request, purchase order and/or contract, or grant award. Such willful misconduct may include, but need not be limited to the following: (1) submission of false information in response to an advertisement or invitation for bids or quotes, a request for qualifications, or a request for proposals; (2) failure to comply with the terms of a contract or with provisions of the Municipal Code; (3) a pattern and practice of disregarding or repudiating terms or conditions of City contracts or grants, including without limitation repeated excused delays and poor performance; (4) failure to abide by any rules and/or regulations adopted pursuant to the Municipal Code; (5) submission of false claims as defined in this Administrative Code, Article V, or Chapter 21, Section 21.35, or other applicable federal, state, or municipal false claims laws; (6) a verdict, judgment, settlement, stipulation, or plea agreement establishing the Contractor’s violation of any civil or criminal law or regulation against any government entity relevant to the Contractor’s ability or capacity honestly to perform under or comply with the terms and conditions of a City contract or grant; (7) collusion in obtaining award of any City contract or grant, or payment or approval thereunder; and/or (8) the offer or provision of any gift or money to a public official, if that public official is prohibited from accepting the gift or money by any law or regulation.

(b) Suspension. Any Charging Official may issue an Order of Suspension to a Contractor on the basis that the Contractor has been arrested or indicted, or become the subject of a criminal, civil or administrative complaint issued by a government entity, where the arrest or indictment, criminal, civil, or administrative complaint alleges that the Contractor has violated a civil or criminal law or regulation against any government entity relevant to the Contractor's ability or capacity honestly to perform under or comply with the terms and conditions of a City contract or grant including, but not limited to, the grounds for Debarment set forth in Section 28.3(a).


SEC. 28.4. INITIATING DEBARMENT PROCEEDINGS; COUNTS AND ALLEGATIONS.

(a) Any Charging Official may initiate an administrative Debarment proceeding by issuing Counts and Allegations. A Charging Official may issue Counts and Allegations against any Contractor relating to any matter consistent with the grounds for debarment as stated in Section 28.3(a). A Charging Official may issue Counts and Allegations regardless whether such Charging Official awarded, was responsible for, or was involved in any way with the underlying contract or circumstances leading to the Counts and Allegations.

(b) The Charging Official shall append to the Counts and Allegations a photocopy of this Chapter 28 of the Administrative Code. Failure to append this Chapter, however, shall not affect the force or validity of the Counts and Allegations.


SEC. 28.5. SERVICE OF THE COUNTS AND ALLEGATIONS OR SUSPENSION ORDER.

(a) Debarment Counts and Allegations. The Charging Official shall serve the Counts and Allegations on each named individual person or business entity in a manner ensuring confirmation of delivery. For example, the Charging Officer may achieve service by United States Postal Service certified mail, return receipt requested or with other delivery confirmation, hand delivery (messenger service), or other commercial delivery service that provides written confirmation of delivery.

The Charging Official shall also serve the Counts and Allegations on the Controller, City Administrator and the City Attorney.

(b) Suspension Order. The Charging Official shall serve the Suspension Order on the named Contractor in a manner ensuring confirmation of delivery. For example, the Charging Officer may achieve service by United States Postal Service certified mail, return receipt requested or with other delivery confirmation, hand delivery (messenger service), or other commercial delivery service that provides written confirmation of delivery.

The Charging Official shall also serve the Suspension Order on the Controller, City Administrator and the City Attorney.

SEC. 28.6. REQUEST FOR A HEARING.

(a) **Debarment Counts and Allegations.** Within 15 business days after receipt of the Counts and Allegations, the Contractor may submit a written request for an administrative hearing. The Contractor may make such request through counsel or other authorized representative. The Contractor shall file any such request with the Controller with copies to the Charging Official, the City Attorney, and the City Administrator.

(b) **Order of Suspension.** At any time during a period of Suspension, a suspended Contractor may submit a written request to the Charging Official requesting the official to lift the Order of Suspension on the grounds that the Contractor’s alleged conduct does not meet the legal requirement for Suspension, or based on facts or circumstances unknown to the Charging Official, or based on new facts, circumstances, or law. The Charging Official shall provide a written response within 14 Days. If the Charging Official’s written response declines to lift the Order of Suspension, or the Charging Official fails to provide a written response within 14 Days, the suspended Contractor may submit in writing within 7 Days a request for an administrative hearing. The suspended Contractor may make such request through counsel or other authorized representative. The suspended Contractor shall file any such request with the Controller with copies to the Charging Official, the City Administrator, and the City Attorney.


SEC. 28.7. FAILURE TO REQUEST A HEARING OR TO APPEAR.

Failure of the Contractor to submit to the City a written request to be heard within the time required by this Chapter 28, or failure of the Contractor or the Contractor’s representative to appear for a requested hearing that has been duly noticed, shall be deemed admission by the Contractor to the Counts and Allegations.


SEC. 28.8. APPOINTMENT OF THE HEARING OFFICER.

(a) A Charging Official shall request either the Controller or the City Administrator (“City Representative”) to appoint a hearing officer for any Debarment or Suspension proceeding. If either the Controller or the City Administrator is the Charging Official, then that City Representative shall request the other to appoint the hearing officer.

(b) Within 14 Days of the Charging Official’s request, the City Representative shall appoint a hearing officer and notify the Contractor and the Charging Official of the appointment. The appointed hearing officer shall be an attorney licensed to practice in California, with not less than five years experience. The notice of appointment shall include the name of the hearing officer. The Contractor or the Charging Official may object to the appointed hearing officer within five business days of the notification. If the City Representative, at the City Representative’s sole discretion, appoints a new hearing officer, then the City Representative shall notify the Contractor and the Charging Official as soon as practicable but not more than 14 Days after receipt of the objection.


SEC. 28.9. PRE-HEARING PROCEDURE.

(a) Within 14 Days of appointment, the hearing officer shall notify each Contractor named in the Counts and Allegations or Suspension Order and the Charging Official, the Controller, the City Administrator and the City Attorney of the scheduled hearing date. The hearing date shall be set at the hearing officer’s sole discretion except, for a Debarment hearing, the hearing must commence within 120 Days of the date the Charging Official served the Counts and Allegations; a Suspension hearing must commence within 30 Days of the date the Suspended Contractor requested a hearing pursuant to Section 28.6(b) 1 The hearing officer may extend the deadline for holding a hearing only upon good cause shown; proceeding as expeditiously as possible is in the public’s best interests.

(b) Discovery pursuant to the California Code of Civil Procedure is not applicable to this administrative debarment or suspension procedure.

(c) The hearing officer shall have the sole discretionary authority to direct any named Contractor and the Charging Official to submit in advance of the hearing statements, legal analyses, lists of witnesses, exhibits, documents or any other information the hearing officer deems pertinent. The hearing officer may request the respective parties to submit rebuttals to such information. The hearing officer may limit the length, scope, or content of any such statement, analysis, list, rebuttal, document, or other requested information. The hearing officer shall set firm due dates for all written presentations.

(d) If the hearing officer determines, with the written agreement of each named Contractor and the Charging Official, that the hearing shall be by written presentation, all final writings shall be due no later than 120 Days of the date the Charging Official served the Counts and Allegations or Order of Suspension.


1. So in Ord. 239-20.
SEC. 28.10. HEARINGS AND DETERMINATIONS.

(a) Hearings may occur in person, on an electronic meeting platform if deemed necessary by the hearing officer, or in writing, as set forth in the foregoing Section 28.09. 1 If the hearing is to occur in person or on an electronic meeting platform, the hearing officer shall specify the time and place for the Charging Official to present the case and for the Contractor to rebut the charges. The hearing officer shall have the sole discretion to allow offers of proof, set time limitations, and limit the scope of evidence presented based on relevancy.

(b) The Charging Official shall present evidence in support of the Debarment or Suspension to the hearing officer. The Contractor may present evidence in defense and/or mitigation. Each side shall be entitled to call witnesses, and the hearing officer may allow cross-examination of witnesses. The hearing officer may ask questions of any party.

(c) The hearing officer shall consider the evidence submitted by the Charging Official and the Contractor. Within 14 Days of the hearing, or of the date final written presentations are due, the hearing officer shall issue Findings and a Decision. The hearing officer shall serve the Findings and Decision on the Charging Official, the named Contractor(s), and/or their respective counsels or authorized representatives, and shall submit the same to the Controller, City Administrator, and City Attorney.

(d) If the hearing officer finds that the named Contractor has committed willful misconduct as described in Section 28.3 and orders a term of Debarment, the Charging Official shall issue an Order of Debarment consistent with the hearing officer’s decision. The Charging Official shall serve the Order on each named Contractor, their counsel or authorized representative, if any, the City Attorney, the City Administrator, and the Controller. An Order of Debarment under this Chapter 28 shall be the final administrative determination by the City in the matter.

(e) For a Suspended Contractor, the hearing officer may consider evidence and argument by the Contractor to support its assertion that the City should terminate the Order of Suspension, provided that the Charging Official shall be entitled to offer evidence and argument in opposition to the Contractor’s assertion. If the Contractor establishes that the underlying basis of the Order of Suspension has been finally resolved without a verdict, judgment, settlement agreement or plea agreement against the Contractor, the hearing officer shall terminate the Order of Suspension. An Order of Suspension upheld by a hearing officer under this Chapter shall be the final administrative determination by the City in the matter. Any termination of an Order of Suspension shall not preclude a Charging Officer from initiating Debarment proceedings against the Contractor based on the underlying conduct of the Suspension Order pursuant to section 28.4 following termination of the Order of Suspension.


CODIFICATION NOTE

1. So in Ord. 239-20.

SEC. 28.11. TERM AND EFFECT OF ADMINISTRATIVE DEBARMENT OR ORDER OF SUSPENSION; VIOLATION OF ORDER.

(a) An Order of Debarment shall provide for a term of Debarment not to exceed five years from the date of the Order. An Order of Suspension shall remain in effect until the Contractor establishes to the Charging Officer or the City Administrator that the underlying basis of the Order of Suspension has been finally resolved without a verdict, judgment, or plea agreement against Contractor.

(b) At any time during the pendency of an Order of Suspension, the City may initiate debarment proceedings against the Contractor. If the City suspends and later debars a Contractor for the same underlying conduct, the period of Suspension shall count towards the period of Debarment.

(c) An Order of Debarment or Suspension shall prohibit any named Contractor and the Contractor’s affiliates from participating in any contract or grant at any tier, directly or indirectly, with or for the City; any Contractor and the Contractor’s affiliates named in an Order of Debarment shall be deemed irresponsible and disqualified for the purposes of all City contracts and grants. Upon such Order, any department head, board, or commission may cancel any existing contract or grant with a Suspended or Debarred Contractor or direct the cancellation of an existing subcontract to which a Suspended Debarred Contractor 1 is a party. In the event of such cancellation, the Suspended or Debarred Contractor’s recovery under the contract or grant shall be limited to compensation for work satisfactorily completed as of the date of cancellation.

(d) Administrative Debarment shall neither exclude nor preclude any other administrative or legal action taken by the City against the Contractor.

(e) Violation of an Order of Suspension or Debarment, such as by submission of a proposal, bid or sub-bid or grant request, during the Suspension or Debarment period, may be considered a false claim as provided in this Administrative Code and the California Government Code.


CODIFICATION NOTE

1. So in Ord. 239-20.

SEC. 28.12. PUBLICATION AND REPORTS OF DEBARMENT OR SUSPENSION.

Any Order of Debarment or Suspension issued under this Chapter 28 shall be a public record. The Controller shall maintain and
publish on the City’s Internet website a current list of Contractors subject to Orders of Debarment or Suspension and the expiration dates for the respective debarment terms. The Controller shall submit a semi-annual report to the Clerk of the Board of Supervisors that includes (a) the Contractors then subject to an Order of Debarment or Suspension and the expiration dates for the respective debarment terms; (b) the status of any pending debarment or suspension matters; and (c) any Order of Debarment or Suspension received by the Controller since the date of the last report.


(Former Sec. 28.12 added by Ord. 8-04, File No. 031503, App. 1/16/2004; redesignated as Sec. 28.11 by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020)

**SEC. 28.13. [REDESIGNATED.]**

(Former Sec. 28.13 added by Ord. 8-04, File No. 031503, App. 1/16/2004; redesignated as Sec. 28.12 by Ord. 239-20, File No. 200896, App. 11/25/2020, Eff. 12/26/2020)