

1 STACEY FULHORST, Executive Director
City of San Diego Ethics Commission
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4

5 Petitioner
6

7 **BEFORE THE CITY OF SAN DIEGO**
8 **ETHICS COMMISSION**
9

10 In re the Matter of:) Case No.: 2019-38
11 WENDY WHEATCROFT,))
12 Respondent.) **STIPULATION, DECISION, AND**
13) **ORDER**
_____)

14 **STIPULATION**

15 **THE PARTIES STIPULATE AS FOLLOWS:**

16 1. Petitioner Stacey Fulhorst is the Executive Director of the City of San Diego Ethics
17 Commission [Ethics Commission]. The Ethics Commission is charged with a duty to administer,
18 implement, and enforce local governmental ethics laws contained in the San Diego Municipal
19 Code [SDMC] relating to, among other things, the provisions of the Election Campaign Control
20 Ordinance [ECCO], SDMC section 27.2901, *et seq.*

21 2. Wendy Wheatcroft is, and was during all times mentioned herein, a candidate for
22 City Council District 7 in the 2020 election cycle. The Wendy Wheatcroft for SD City Council
23 2020 committee (Identification No. 1414776) [Committee] is a campaign committee registered
24 with the State of California established to support Ms. Wheatcroft’s candidacy. At all relevant
25 times herein, the Committee was controlled by Ms. Wheatcroft within the meaning of the
26 California Political Reform Act, California Government Code section 82016. Ms. Wheatcroft is
27 referred to herein as “Respondent.”

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1 3. This Stipulation will be submitted for consideration by the Ethics Commission at
2 its next scheduled meeting, and the agreements contained herein are contingent upon the
3 approval of the Stipulation and the accompanying Decision and Order by the Ethics
4 Commission.

5 4. This Stipulation resolves all factual and legal issues raised in this matter by the
6 Ethics Commission without the necessity of holding an administrative hearing to determine
7 Respondent's liability.

8 5. Respondent understands and knowingly and voluntarily waives any and all
9 procedural rights under the SDMC including, but not limited to, a determination of probable
10 cause, the issuance and receipt of an administrative complaint, the right to appear personally in
11 any administrative hearing held in this matter, the right to confront and cross-examine witnesses
12 testifying at the hearing, the right to subpoena witnesses to testify at the hearing, and the right to
13 have the Ethics Commission or an impartial hearing officer hear this matter. Respondent agrees
14 that the terms of this Stipulation constitute compliance with the provisions of SDMC section
15 26.0450 in that the Stipulation includes a recitation of facts, a reference to each violation, and an
16 order.

17 6. Respondent agrees to hold the City of San Diego and the Ethics Commission
18 harmless from any and all claims or damages resulting from the Commission's investigation, this
19 stipulated agreement, or any matter reasonably related thereto.

20 7. Respondent acknowledges that this Stipulation is not binding upon any other law
21 enforcement or government agency and does not preclude the Ethics Commission from referring
22 this matter to, cooperating with, or assisting any other law enforcement or government agency
23 with regard to this or any other related matter.

24 8. The parties agree that in the event the Ethics Commission refuses to accept this
25 Stipulation, it shall become null and void. Respondent further agrees that in the event the Ethics
26 Commission rejects the Stipulation and a full evidentiary hearing before the Ethics Commission
27 becomes necessary, no member of the Ethics Commission or its staff shall be disqualified
28 because of prior consideration of this Stipulation.

1 **Summary of Law and Facts**

2 9. Because Respondent’s Committee was formed for the purpose of supporting a City
3 of San Diego candidate, Respondent was required to comply with ECCO’s advertising disclosure
4 provisions. In this regard, the Committee was required to clearly identify to the public that it was
5 paying for the campaign advertisements it disseminated. SDMC § 27.2970.

6 10. In particular, ECCO requires all committees that publicly display campaign signs
7 and banners to include the words “Ad paid for by” followed by the name of the committee in a
8 contrasting typeface at least 5% of the height of the sign or banner. ECCO also requires that
9 committees printing and distributing individual pieces of campaign literature include the words
10 “Ad paid for by” followed by the name of the committee in a contrasting typeface at least 10
11 points in size. The type size requirements ensure that the disclosure is clearly visible and readily
12 apparent to members of the public.

13 11. In March of 2019, Respondent paid for a campaign banner that was subsequently
14 displayed at campaign-related events. The banner did not include an “Ad paid for by” disclosure.

15 12. From November 2019 through January 2020, Respondent printed 950 campaign
16 flyers for three different “meet and greet” events that were subsequently distributed. Although
17 the flyers included the requisite disclosure, it was printed in a 6-point typeface.

18 **Counts**

19 **Counts 1 and 2 - Violations of SDMC section 27.2970**

20 13. Respondent violated SDMC section 27.2970 by producing, disseminating, and
21 displaying the banner and campaign literature described above in paragraphs 11 and 12 without
22 an “Ad paid for by” disclosure, or with a disclosure printed in a typeface smaller than required.

23 **Factors in Mitigation**

24 14. Respondent has fully cooperated with the Ethics Commission investigation.

25 **Factors in Aggravation**

26 15. Commission staff contacted Respondent on October 31, 2019, to advise her that the
27 Commission was conducting an investigation into her alleged failure to comply with the City’s
28 campaign advertising disclosure rules, and to remind her of the specific disclosure requirements.

1 After this reminder, Respondent prepared and disseminated campaign literature that did not
2 comply with the City's disclosure rules concerning type size, as described above in paragraph 12.

3 **Conclusion**

4 16. Respondent agrees to take necessary and prudent precautions to ensure compliance
5 with all provisions of ECCO in the future.

6 17. Respondent acknowledges that the Ethics Commission may impose increased fines
7 in connection with any future violations of the City's campaign laws.

8 18. Respondent agrees to pay a fine in the amount of \$500 for violating SDMC section
9 27.2970. This amount must be paid no later than March 13, 2020, by check or money order
10 payable to the City Treasurer. The submitted payment will be held pending Commission
11 approval of this Stipulation and execution of the Decision and Order portion set forth below.

12 [REDACTED]
13 DATED: _____
14 Stacey Fulhorst, Petitioner
15 SAN DIEGO ETHICS COMMISSION

16 [REDACTED]
17 DATED: _____
18 WENDY WHEATCROFT, Respondent

19 **DECISION AND ORDER**

20 The Ethics Commission considered the above Stipulation at its meeting on June 11, 2020.
21 The Ethics Commission hereby approves the Stipulation and orders that, in accordance with the
22 Stipulation, Respondent pay a fine in the amount of \$500.

23 [REDACTED]
24 DATED: _____
25 Sid Voorakkara, Chair
26 SAN DIEGO ETHICS COMMISSION
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