

MAR 22 2021

STATE OF NEW YORK
JOINT COMMISSION ON PUBLIC ETHICS

540 Broadway
Albany, New York 12207

IN THE MATTER OF

Jonathan Sanders (Respondent).

SUBSTANTIAL BASIS INVESTIGATION REPORT
AND SETTLEMENT AGREEMENT

Case No. 20-108 & 21-020

WHEREAS, the Joint Commission on Public Ethics (the "Commission") has authority pursuant to Executive Law §94 to conduct an investigation to determine whether a substantial basis exists to conclude that a violation of Section 73-a of the Public Officers Law has occurred, to issue a report of its finding of a substantial basis to conclude that a violation has occurred, and to impose penalties for such violation as provided for in the Public Officers Law;

WHEREAS, this Settlement Agreement ("Agreement") is entered into by and between the Commission and Jonathan Sanders ("Respondent");

WHEREAS, Respondent is employed as a Professor by Stony Brook University, part of the State University of New York;

WHEREAS, Respondent was required to comply with the reporting requirements set forth in Section 73-a of the Public Officers Law;

WHEREAS, the Commission has found that Respondent was required to file his 2018 and 2019 Financial Disclosure Statements by the statutory due dates pursuant to Public Officers Law §73-a;

WHEREAS, Respondent was notified by Commission staff that his filing was overdue, he was subject to late fees, and he was given an opportunity to submit the required filings and avoid administrative enforcement procedures and applicable penalties, but still failed to file the required Statement;

WHEREAS, a Notice of Failure to File which afforded Respondent fifteen (15) days to file the 2018 Statement was issued on December 16, 2019, and to file the 2019 Statement was issued on December 8, 2020;

WHEREAS, a letter was sent to Respondent on July 10, 2020 regarding the 2018 Statement and on February 23, 2021 regarding the 2019 Statement informing him of the allegations that he violated § 73-a of the Public Officers Law and which afforded him fifteen (15) days to respond;

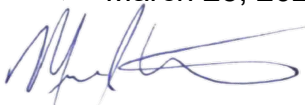
WHEREAS, in lieu of appearing in an adjudicatory proceeding that could result in the assessment of a civil penalty, the parties to this Agreement have agreed to resolve their dispute in a manner that avoids further administrative proceedings;

NOW THEREFORE, in consideration of the mutual covenants made herein, as the final settlement of the violation set forth herein, the parties stipulate and agree that:

1. Respondent admits that he knowingly and willfully failed to file the 2018 and 2019 Statements in violation of the Public Officers Law §73-a.
2. Respondent has completed the 2018 and 2019 Statements.
3. Respondent agrees to pay to the Commission the amount of **\$300** in settlement of said violation within 15 days of the execution of this Agreement.
4. If Respondent fails to timely perform any conditions set forth in the Agreement, Respondent shall be in breach of this Agreement.
5. Upon a breach of this Agreement, the Commission shall have sole discretion to deem the Agreement null and void in its entirety, issue a new Notice of Substantial Basis Investigation and Hearing, proceed with an enforcement action, and then issue a new Substantial Basis Investigation Report; or to deem the Respondent in breach of this Agreement and pursue, in court, any other remedy to which the Commission is entitled at law or in equity, including, but not limited to, specific performance or injunction. As to any new Substantial Basis Investigation Report or enforcement action by the Commission pursuant to this paragraph: (1) Respondent waives any claim that such action is time-barred by a statute of limitations or any other time-related defenses; and (2) Respondent expressly acknowledges and agrees that the Commission may use any statements herein, or any other statements, documents or materials produced or provided by Respondent prior to or after the date of this Agreement, including, but not limited to, any statements, documents, or materials, if any, provided for the purposes of settlement negotiations or in submissions by Respondent or by counsel on behalf of Respondent, in any proceeding against Respondent relating to the allegations herein.
6. Respondent shall, upon request by the Commission, provide all documentation and information reasonably necessary for the Commission to verify compliance with this Agreement.
7. Respondent understands and acknowledges that the Commission may investigate any other violations, if any, of the Public Officers Law.
8. Respondent waives the right to assert any defenses or any challenges to this Agreement, as well as any right to appeal or challenge the determination or conduct of the Commission relating to this matter in any forum.
9. This Agreement and any dispute related thereto shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

10. Respondent consents to the jurisdiction of the Commission in any proceeding to enforce this Agreement.
11. It is understood that this Agreement is not confidential and will be made public within 45 days of its execution in accordance with Executive Law § 94 (14) & (19).
12. This Agreement constitutes the entire agreement between the parties and supersedes any prior communication, understanding, or agreement, whether oral or written, concerning the subject matter of this Agreement. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Agreement has been relied upon by any party to this Agreement.
13. Any amendment or modification to this Agreement shall be in writing and signed by both parties.
14. This Agreement shall become effective upon execution by the Commission or its designee.
15. In the event that one or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
16. By signing below, Respondent acknowledges reading this Agreement in its entirety, understanding all terms and conditions of this Agreement, and having done so, knowingly, voluntarily, and freely enters into this Agreement. Electronic signatures shall be deemed original for this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument.

Dated: March 25, 2021



Monica Stamm, General Counsel
New York State
Joint Commission on Public Ethics

ACCEPTED AND AGREED TO
THIS 17 DAY OF March, 2021



Jonathan Sanders

Approved:

Richard F. Braun
Robert Cohen
James E. Dering
Colleen C. DiPirro
William P. Fisher
Marvin E. Jacob
Gary J. Lavine
James W. McCarthy
David J. McNamara
George H. Weissman

Members

Absent:

Daniel J. Horwitz
James A. Yates
Camille Joseph Varlack
Chair