THE CITY OF NEW YORK
CONFLICTS OF INTEREST BOARD

In the Matter of	**DISPOSITION**
JO HAMILTON *Respondent.*	COIB Case No. 2013-374a

WHEREAS, pursuant to Section 2603(h)(1) of Chapter 68 of the New York City Charter, the New York City Conflicts of Interest Board (the "Board") commenced an enforcement action against Jo Hamilton ("Respondent") alleging violations of provisions of the City of New York's conflicts of interest law, Chapter 68 of the New York City Charter ("Chapter 68"); and

WHEREAS, the Board and Respondent wish to resolve this matter on the following terms,

IT IS HEREBY AGREED by and between the parties as follows:

1. Respondent admits to the following:

    a. From April 1999 to March 2005, and again from April 2006 to June 2014, I was a member of Manhattan Community Board 2 ("CB2"), and, thus, I was a "public servant" within the meaning of and subject to Chapter 68.

    b. In New York City, Community Boards have an advisory role in dealing with land use and zoning matters, City budget, municipal service delivery, and many other matters relating to their communities' welfare. CB2 encompasses the neighborhoods of Greenwich Village, SoHo, NoHo, Little Italy, Chinatown, Hudson Square, and the Gansevoort Market (Meatpacking District).

    c. In 2003, Soho House New York, LLC (herein "Soho House") opened in Manhattan's Meatpacking District, within the boundaries of CB2. Since opening in 2003 and continuing for the duration of my time as a CB2 member, Soho House had approximately five matters before CB2 relating to New York State Liquor Authority licensing.

    d. I was a Soho House member from 2003, when the club first opened, until 2014. Soho House gave me a complimentary membership in 2003 and renewed that membership from each year thereafter until 2013.

    e. I never asked for or sought a complimentary membership in Soho House. People employed by Soho House are personal friends of mine, and they

offered me the complimentary membership, which I accepted, in 2003. I understood their offer to be predicated upon our personal friendship, not my status as a member of CB2. I now understand, from information provided to me by the Board, that Soho House provided me with complimentary membership for reasons related to my position on CB2.

f. The applicable annual membership dues for a founding member of Soho House is $816.00. Because I joined in 2003, I was eligible for that rate. Had I been charged a membership fee while I was a public servant, I would have paid a total of $8,160.00 in membership dues for the period 2003 through 2013.

g. During the entire period of my membership at Soho House, I paid all charges for food, drink, and services that my guests and I ordered, consumed, and/or used. My husband William Hamilton was a founding member of Soho House during the same period, and he paid the full annual membership dues, as well as all charges for food, drink, and services that he and his guests ordered, consumed, and/or used.

h. I acknowledge that I received a gratuity in violation of City Charter § 2604(b)(13) by accepting complimentary membership from an entity with matters before the Community Board that I served. Charter § 2604(b)(13) provides in relevant part: "No public servant shall . . . accept or receive any gratuity from any person whose interests may be affected by the public servant's official action."

2. The Board is aware of no evidence that Respondent's conduct in accepting the gratuity from Soho House was corrupt, or was undertaken with a corrupt intent, or resulted in an unwarranted advantage to Soho House.

3. Respondent agrees to the following:

a. In recognition of the foregoing, I agree to pay a fine of Ten Thousand Six Hundred and Sixty Dollars ($10,660.00) to the New York City Conflicts of Interest Board, due upon signing this disposition by money order or by cashier, bank or certified check, made payable to the "New York City Conflicts of Interest Board." The amount of the fine represents the value of the membership received, estimated to be $8,160.00, plus a $2,500.00 penalty.

b. This disposition is a public and final resolution of the Board's charges against me.

c. I knowingly waive, on my behalf and on behalf of my successors and assigns, any rights to commence any judicial or administrative proceeding or appeal before any court of competent jurisdiction, administrative tribunal, political subdivision, or office of the City or the State of New York or the United

States, and to contest the lawfulness, authority, jurisdiction, or power of the Board in imposing the penalty which is embodied in this disposition, and I waive any right to make any legal or equitable claims or to initiate legal proceedings of any kind against the Board, or any members or employees thereof relating to, or arising out of this disposition or the matters recited therein.

d. I confirm that I have had the opportunity to be represented by an attorney of my choice in this proceeding; that I have entered into this disposition freely, knowingly, and intentionally, without coercion or duress; that I accept all terms and conditions contained herein without reliance on any other promises or offers previously made or tendered by any past or present representative of the Board; and that I fully understand all the terms of this disposition.

e. Any material misstatement of the facts of this matter, including of the disposition, by me or by my attorney or agent shall, at the discretion of the Board, be deemed a waiver of confidentiality of this matter.

4. The Board accepts this disposition and the terms contained herein as a final disposition of the above-captioned matter only, and affirmatively states that no further action will be taken by the Board against Respondent based upon the facts and circumstances set forth herein, except that the Board shall be entitled to take any and all actions necessary to enforce the terms of this disposition.

5. This disposition shall not be effective until all parties have affixed their signatures below.

Date: October 28, 2014

Jo Hamilton
Respondent

Date: Oct. 29, 2014

Andrew G. Celli, Jr.
Emery Celli Brinckerhoff + Abady LLP
Counsel for Respondent

Date: 11/21/14

Richard Briffault
Chair
NYC Conflicts of Interest Board