

File No. 260088

Committee Item No. 7

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date April 8, 2026

Board of Supervisors Meeting Date _____

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| | | • CAT Letter 10/24/2025 |
| | | • MYR Letter 1/27/2026 |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Notice of Award/Award Letter |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>CAT Statement on Retroactivity 4/1/2026</u> |
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Completed by: Brent Jalipa Date April 2, 2026

Completed by: Brent Jalipa Date _____

1 [Accept and Expend Grant - Retroactive - California Department of Industrial Relations, Labor
2 Commissioner’s Office - Workers’ Rights Enforcement Grant Program - \$600,000]

3 **Resolution retroactively authorizing the Office of the City Attorney to accept and**
4 **expend a grant in the amount of \$600,000 from the California Department of Industrial**
5 **Relations, Labor Commissioner’s Office, for the Workers’ Rights Enforcement Grant**
6 **Program to fund the enforcement of state labor laws, for the period from August 1,**
7 **2025, through July 31, 2026.**

8
9 WHEREAS, The California Department of Industrial Relations awarded \$600,000 from
10 the Workers’ Rights Enforcement Grant Program to the Office of the City Attorney to fund the
11 enforcement of state labor laws; and

12 WHEREAS, San Francisco has the strongest municipal worker protection laws in
13 America; and

14 WHEREAS, The Office of the City Attorney has long been one of a handful of municipal
15 law offices in the state with the authority under California’s Unfair Competition Law (UCL) to
16 bring affirmative lawsuits on behalf of the People of the State of California, and over time, has
17 established itself as a statewide leader in bringing and resolving high-impact affirmative
18 litigation, actions to combat wage theft and otherwise enforce worker protection laws - both
19 local and state laws - have long been a central element of this docket; and

20 WHEREAS, Working in collaboration with the City’s Office of Labor Standards
21 Enforcement, the Office of the City Attorney has secured over \$10 million in restitution for
22 workers in each of the last five fiscal years; and

23 WHEREAS, In 2022, City Attorney David Chiu established the Office’s first-ever
24 Worker Protection Team to build-out the Office’s subject-matter expertise and expand its

25

1 enforcement capacity, this is believed to be the first such team at a municipal law office in
2 California - and perhaps the country; and

3 WHEREAS, The mission of the Worker Protection Team is to protect the rights of
4 workers in San Francisco and California with an emphasis on combatting systemic business
5 practices that exploit marginalized workers; and

6 WHEREAS, The Worker Protection Team will maximize the impact of the grant dollars
7 by strategically sourcing investigation targets, and evaluating potential enforcement actions;
8 and

9 WHEREAS, The Office of the City Attorney proposes to maximize use of available
10 grant funds on program expenditures by not including indirect costs in the grant budget; and

11 WHEREAS, The grant budget does not create any new positions and does not require
12 an ASO amendment; and

13 WHEREAS, Workers' Rights Enforcement Grant Program funds must be expended on
14 staff salaries and benefits for time on activities related to enforcement of state labor laws, as
15 well as up to 5% for the administrative costs of a required independent annual audit; now,
16 therefore, be it

17 RESOLVED, That the Office of the City Attorney is authorized to retroactively accept
18 and expend a \$600,000 grant from the California Department of Industrial relations, Labor
19 Commissioner's Office; and, be it

20 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
21 indirect costs in the grant budget; and, be it

22 FURTHER RESOLVED, That expenditures may be made during the grant period of
23 August 1, 2025, through July 31, 2026.

24
25

File Number: 260088
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: **Workers' Rights Enforcement Grant Program ("WREG")**
2. Department: **Office of the City Attorney**
3. Contact Person: **Matthew Goldberg** Telephone: **415-418-4000**
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: **\$600,000**
6. a. Matching Funds Required: **\$0**
b. Source(s) of matching funds (if applicable): **N/A**
7. a. Grant Source Agency: **California Labor Commissioner's Office (State Department of Industrial Relations)**
b. Grant Pass-Through Agency (if applicable): **N/A**
8. Proposed Grant Project Summary:
The Office will use the grant funds for staff salaries and benefits for work enforcing state labor laws.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: **August 1, 2025** End-Date: **July 31, 2026**
10. a. Amount budgeted for contractual services: **\$0**
b. Will contractual services be put out to bid?
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements?
d. Is this likely to be a one-time or ongoing request for contracting out?
11. a. Does the budget include indirect costs?
 Yes No
b. 1. If yes, how much? **\$0**
b. 2. How was the amount calculated? **N/A**
c. 1. If no, why are indirect costs not included?
 Not allowed by granting agency To maximize use of grant funds on direct services
 Other (please explain): **Grant funds can only be spent on staff salaries and benefits**
c. 2. If no indirect costs are included, what would have been the indirect costs? **N/A**
12. Any other significant grant requirements or comments:

****Disability Access Checklist***(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s) | <input type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input type="checkbox"/> New Structure(s) | |

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Katharine Hobin Porter
(Name)

Managing Attorney
(Title)

Date Reviewed: October 28, 2025



(Signature Required)

Department Head or Designee Approval of Grant Information Form:

David Chiu
(Name)

City Attorney
(Title)

Date Reviewed: November 04, 2025


(Signature Required)

GRANT AGREEMENT COVER SHEET



GRANT NUMBER 25WREG-12

NAME OF GRANT PROGRAM Wage Theft Grant Program	
GRANTEE NAME City and County of San Francisco	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000417	TOTAL GRANT AMOUNT NOT TO EXCEED \$600,000.00
START DATE: 8/1/2025 or Upon DIR approval, whichever is later	END DATE: 10/31/2026

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, Department of Industrial Relations (DIR) and City and County of San Francisco (the "Grantee").

Exhibit A – Grant Provisions

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from DIR.

STATE AGENCY NAME Department of Industrial Relations		GRANTEE'S NAME (PRINT OR TYPE) City and County of San Francisco	
SIGNATURE OF DIR'S AUTHORIZED SIGNATORY: 		SIGNATURE OF GRANTEE  Katharine Hobin Porter	
TITLE SSMII	DATE 8/1/25	TITLE Managing Attorney	DATE 7/31/2025
STATE AGENCY ADDRESS 1515 Clay Street, Suite 301, Oakland, CA 94612		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) City Hall, 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102	
AMOUNT ENCUMBERED FOR THIS AGREEMENT \$600,000.00			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00			
TOTAL AMOUNT ENCUMBERED TO DATE \$600,000.00			

CERTIFICATION OF FUNDING

Project	%	Amount	Program	Fund #	Chapter	Statute	Appr Ref	Account	Reporting Structure	Serv. Loc.	SL Description	ENY
N/A	100	\$600,000.00	6105010LA1	3078	5	N/A	1011	5432000	73505002	51025	N/A	2025

WORKERS' RIGHTS ENFORCEMENT GRANT AGREEMENT

EXHIBIT A

A. GRANT PROVISIONS

In July 2023, per AB102, the state of California appropriated \$18 million to the Department of Industrial Relations (hereinafter referred to as "DIR") to implement a Workers' Rights Enforcement Grant Program ("WREG"). The California Labor Commissioner's Office (hereinafter referred to as "LCO" and "Grantor") will administer this grant program.

The WREG will provide grant funds totaling \$8,550,000 in Year 2 (2025-2026) to eligible public prosecutors to defray costs expended on state labor law enforcement and assist workers in combating wage theft, preventing unfair competition, and protecting state revenue. Eligible "public prosecutor" is defined as a district attorney, a city attorney, a county counsel, or any other city or county prosecutor who has established an office or division of workers' rights enforcement.

The funding for this grant program comes from the California Labor and Workforce Development Fund in the annual budget bills which allocated a total of \$18 million across two budget years - Year 1 (2024- 2025) and Year 2 (2025-2026)). This Grant Agreement will provide grant funding totaling \$8,550,000 for Year 2 (2025-2026). The funding for the WREG shall only cover staff salaries and benefits, which will support activities related to the enforcement of state labor laws. Up to 5% of grant award amount may be used to pay for the administrative cost of the annual audit.

This Grant Agreement is entered into by and between the LCO and the San Francisco City Attorneys Office in the State of California, duly organized, existing, and acting pursuant to the laws thereof (hereinafter referred to as the "Grantee"), which parties do hereby agree as follows.

As the Grantor, LCO shall provide funding from the Labor and Workforce Development Fund to the Grantee to assist with fulfilling the WREG objectives.

The parties agree to comply with all the requirements and conditions stated herein as well as all commitments identified in the WREG for the program funding period of August 1, 2025 - July 31, 2026.

B. GRANT SUMMARY AND AMENDMENTS (if applicable)

1. Grant Title: Workers' Rights Enforcement Grant Program ("WREG")
2. Total Grant Amount: **\$600,000.00**.

C. GRANT PARTIES AND CONTACT INFORMATION

Correspondence regarding this project shall be directed to:

LCO Grant Manager: Cindy Elias

Title: Special Counsel

Address: 455 Golden Gate Avenue, 9th Floor, San Francisco, CA 94102

Phone: 415-703-4814

Email: WageTheftGrant@dir.ca.gov

Grantee Liaison: San Francisco City Attorney

Title: Matthew Goldberg—Chief Attorney, Worker Protection Team, S.F. City Attorney's Office

Address: City Hall; 1. Dr. Carlton B. Goodlett Place; San Francisco CA 94102

Email: Matthew.Goldberg@sfcityatty.org

If the LCO Grant Manager identified above changes, LCO will notify the Grantee Liaison of said change and provide the new contact information. If the Grantee Liaison identified above changes, the Grantee Liaison will notify the LCO Grant Manager of said change and provide the new contact information.

D. TIME PERIOD

The grant funding period will be from August 1, 2025 - July 31, 2026.

The Labor Commissioner retains the authority to terminate or reduce the grant amount at her sole discretion.

E. DUTIES AND REQUIREMENTS

This section defines the respective duties and requirements of LCO and the Grantee in implementing the WREG.

1. LCO Role

The LCO is responsible for the following:

- a. Reviewing and approving the Payee Data Record (STD 204) Form, and disbursing grant funds to the Grantee.
- b. Reviewing the independent audit conducted by the Grantee.

2. The Grantee Role

The Grantee is responsible for:

- a. Hiring an outside independent auditor to determine the grant funds awarded are used for the sole purpose detailed by the Grantee in their

grant application and as approved and awarded by the LCO. The Grantee may use up to 5% of the grant award to pay for the administrative cost of the annual audit.

- b. Maintaining an accounting system for grant fund expenditures that conforms to generally accepted accounting principles and practices.
- c. Ensuring the staff funded for this grant program and working in the grant program have a timekeeping system in place to support and substantiate the work performed in the WREG.
- d. Completing and submitting a Progress Report to the LCO by January 15, 2026 and an Annual Impact Report by July 31, 2026. Both reports will detail highlights, present and anticipated accomplishments, and annual results for the year. This includes, but not limited to, data on number of investigations; prosecutions criminal/civil; convictions; judgments; restitution ordered and collected; and a narrative summarizing the annual accomplishments with the funds awarded.
- e. Returning to the LCO by October 31, 2026, any grant funds awarded from Year 2 (August 1, 2025 to July 31, 2026) that remain unused as of July 31, 2026.
- f. Completing an annual independent audit of the grant award program for Year 2 (2025-2026) and submitting the completed audit to the LCO on or before October 30, 2026, via email to the LCO at WageTheftGrant@dir.ca.gov.
- g. Returning to the LCO by November 30, 2026, any grant funds determined by the independent audit to have been improperly spent.

F. FISCAL ADMINISTRATION

1. Budget

- a. The grant funding period for participating Grantees will be from August 1, 2025 - July 31, 2026. The maximum amount of this Grant is \$750,000.00.
- b. The only expenses allowed for the grant funds will be for staff salaries and benefits (i.e. attorney investigator, paralegal, forensic accountant, support staff). No other expenses are allowed.
- c. The Grantee may use 5% of the grant award to pay for the administrative cost of the annual audit.

2. Grant Disbursements and Return of Funds

The Grantee must:

- a. Complete and sign the Payee Data Record (STD 204 and/or STD 205) Form and send to the LCO email address at WageTheftGrant@dir.ca.gov by the designated date provided by the LCO.

- b. Grant funds will be disbursed to Grantee prior to the commencement of the Year 2 (2025-2026) funding period which is August 1, 2025 – July 31, 2026.
- c. Any grant funds awarded from Year 2 (August 1, 2025 to July 31, 2026) that remain unused as of July 31, 2026, shall be returned to the LCO by October 31, 2026 unless the LCO authorizes Grantee to use the unused grant funds.
 - i. The Grantee must seek approval from the LCO to encumber unused grant funds from Year 2 with a plan and budget on how the unused funds will be used consistent with the goals outlined in the WREG. The encumbrance plan shall be submitted to the LCO by October 31, 2026. If the LCO does not approve the encumbrance plan submitted, Grantee shall return any and all unused grant funds, as of July 31, 2026, to the LCO by November 30, 2026.
 - ii. If the unused funds from Year 2 are not encumbered after the extended period of time requested by Grantee and agreed upon the LCO, then said funds shall be returned to the LCO within ten (10) calendar days from the agreed upon extension date.
- d. Grant funds are subject to LCO approval of the independent audit that shall be performed and submitted to the LCO. Any grant funds determined by the independent audit to have been improperly spent shall be returned to the LCO by November 30, 2026.
- e. The return of any funds as outlined in sections 3 and 4 above, shall be returned certified mail to the LCO Grant Manager at 455 Golden Gate Avenue, 9th Floor, San Francisco, California, 94102.

G. DOCUMENTATION OF EXPENDITURE OF STATE FUNDS

The Grantee must provide LCO with documentation accounting for the proper expenditure of the grant funds. The documentation must comply with sections E, F and H of this Grant Agreement.

H. REPORTING

1. Annual Audit

The Grantee shall:

- a. Complete an annual independent audit of the grant award program for Year 2 (2025-2026), which shall be completed and submitted to the LCO on or before October 30, 2026 via email to the LCO at WageTheftGrant@dir.ca.gov.
- b. Hire an outside independent auditor to determine if the applicant used

the grant funds awarded for the sole purpose detailed by the applicant in their grant application and as approved and awarded by the LCO. The outside independent auditor shall determine if the applicant used the grant funds awarded for the sole purpose detailed by the applicant in their grant application and as approved and awarded by the LCO.

- c. Use grant funds for staff salaries and benefits only.

2. Annual Impact Report

The Grantee shall:

- a. At the conclusion of Year 2's grant period (July 31, 2026), complete and submit an Annual Impact Report to the LCO by July 31, 2026, which shall be in PDF format and emailed to the LCO at WageTheftGrant@dir.ca.gov.
- b. Detail the results for the year including but not limited to data on number of investigations; prosecutions criminal/civil; convictions; judgments; restitution ordered and collected; and a narrative summarizing the annual accomplishments with the funds awarded. See LCO Annual Impact Report Item 8.

I. GENERAL PROVISIONS

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
2. **Assignment:** This Grant is not assignable by the Grantee, either in whole or in part, without the consent of the LCO.
3. **Availability of Funds:** LCO's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
4. **Audit:** Grantee agrees that LCO, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State audit records and interview staff in any Grant related to performance of this Agreement.

- 5. Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
- 6. Computer software:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- 7. Confidentiality:** No record which has been designated as confidential by LCO or is the subject of a pending application of confidentiality shall be disclosed by the Grantee.
- 8. Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws. The Grantee may have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially complete the tasks described herein. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the grant term. LCO may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the grant. The Grantee must immediately advise LCO in writing of any potential new conflicts of interest throughout the grant term.
- 9. Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with LCO staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with LCO staff shall be subject to resolution by LCO Executive Officer, or her designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.
- 10. Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
- 11. Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this

Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

- 12. Force majeure:** Neither LCO nor the Grantee shall be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.
- 13. Governing law and venue:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California. LCO and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
- 14. Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contract for work on the grant program, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- 15. Indemnification:** The Grantee agrees to indemnify, defend and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee from this Grant Award.
- 16. Independent Contractor:** The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of the LCO.
- 17. Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its third party entities shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Grantee and its third party entities shall insure that the evaluation and treatment of

their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its third party entities shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its third party entities shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.

- 18. No third party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
- 19. Ownership:** All information or data received or generated by the Grantee under this agreement shall become the property of the LCO. No information or data received or generated under this agreement shall be released without DIR's approval.
- 20. Personally Identifiable Information:** Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this agreement in perpetuity and shall not release or publish any such information or data.
- 21. Prevailing wages and labor compliance:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.
- 22. Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
- 23. Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for

any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

24. Termination: LCO may terminate this Grant Agreement by written notice at any time prior to completion of projects funded by this Grant Agreement, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement.

25. Timeliness: Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.

26. Waiver of Rights: Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

27. Order of Precedence: In the event of any inconsistency between the articles, attachments, specifications, or provisions which constitute this grant agreement, the following order of precedence shall apply:

- Grant Agreement Cover Sheet
- Grant Terms and Conditions
- Statement of Work
- All other attachments incorporated into the Grant Agreement or as otherwise listed on the Grant Agreement cover sheet

28. Executive Order N-6-22 – Russia Sanctions: The Contractor shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

29. Generative AI Disclosure Obligations:

- a. The following terms are in addition to the defined terms and shall apply to the Contract:
 - 1) “Generative AI (GenAI)” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data. (Gov. Code § 11549.64.)

- b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
- c. Notification shall be provided to the State designee identified in this Contract.
- d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
- e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.
- f. The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

**WORKERS' RIGHTS ENFORCEMENT GRANT
BUDGET: PERSONNEL, CRIME PREVENTION, ADMINISTRATIVE COSTS FISCAL YEAR 2025-2026**

San Francisco City Attorney's Office, Worker Protection Team

A. PERSONNEL SERVICES: Salaries and Employee Benefits	<i>COST</i>
<p>Salary and benefits for staff in the following classifications for activities related to enforcement of state labor laws, as assigned:</p> <p>Classification 8181 Assistant Chief Attorney I Classification 8182 Head Attorney Classification 8177 Attorney (Civil/Criminal) Classification 8151 Paralegal Classification 8173 Legal Assistant</p>	Up to \$600,000 (but less any allowable costs for audit)
B. ANNUAL AUDIT: ADMINISTRATIVE CHARGE	<i>COST</i>
<p>Annual Audit Price Independent Audit</p>	Up to \$30,000, as needed
A.B. PERSONNEL, AUDIT	<i>TOTAL COST</i>
TOTAL	\$600,000

Item 1: Applicant Grant Request & Contact Information Form

WORKERS' RIGHTS ENFORCEMENT GRANT Item 1: Applicant Grant Request and Contact Information Form YEAR 2 - August 1, 2025 to July 31, 2026	
Grantee: San Francisco City Attorney's Office, Worker Protection Team	
County or City: San Francisco	
Funds Requested (cannot exceed \$750,000):	
Person with day-to-day operational responsibility for the program.	
Name	Matthew Goldberg
Title	Chief Attorney, Worker Protection Team, S.F. City Attorney's Office
Address	City Hall; 1. Dr. Carlton B. Goodlett Place; San Francisco CA 94102
Email Address	Matthew.Goldberg@sfcityatty.org
Phone Number	(415) 554-4686
Financial Officer or Person Responsible for the Grant Funds Financial Accounting.	
Name	Dora Okai
Title	Chief Financial Officer, S.F. City Attorney's Office
Address	1390 Market Street, 7th floor; San Francisco CA 94102
Email Address	Dora.Okai@sfcityatty.org
Phone Number	(415) 554-4271

2. PROBLEM STATEMENT

In many respects, the City and County of San Francisco (City or San Francisco)—home to more than 800,000 residents—reflects the broader problem of wage theft in California. Many of our residents are thriving, but San Francisco has one of the highest income inequality ratios of any metro area and just over 10% of City residents live in poverty. With respect to labor practices, wage theft is unfortunately commonplace. The Labor Commissioner’s Office received over 700 wage claims from San Francisco residents in 2021, and the City’s local agency enforcing worker protection laws, the Office of Labor Standards Enforcement (OLSE), fields over 5,000 calls and opens over 400 cases every year.

While wage theft is ubiquitous in California, with more than \$2 billion stolen from California workers annually, San Francisco faces unique challenges. Its workforce includes a significant portion of workers who are particularly vulnerable to exploitation. San Francisco is one of the most culturally and linguistically diverse cities in the country. One in three residents of San Francisco is an immigrant, 18.9% identify as Limited English Proficiency (LEP), and 42.9% speak a language other than English at home.¹ Low-wage immigrant workers are particularly likely to be victims of wage theft, in part because of their vulnerability to exploitation as a result of language, education, and citizenship status

By way of example, San Francisco is home to over 300,000 Asian American and Pacific Islander (AAPI) residents and has the highest percentage of residents of Chinese descent of any major city in the country. According to one recent [report](#), one in five California residents who identify as AAPI—this would be approximately 60,000 San Franciscans—reported being the victim of wage theft in the prior year.² In a 2014 [survey](#) of more than 400 workers in San Francisco’s Chinatown district, close to 60% of workers reported one or more forms of wage theft (e.g., receiving less than minimum wage, no overtime pay, etc.)³ Furthermore, nearly one in five San Franciscans work in the construction, retail, and hospitality industries, which are persistently associated with high rates of wage theft and worker exploitation.

San Francisco’s employer base is also unique. The City is home to some of the largest and wealthiest tech companies in the world. A few of these companies have pioneered business models with abusive labor practices that have spread to other locations and industries.

In sum, San Francisco residents suffer from widespread wage theft and abusive labor practices. And our workforce—disproportionately immigrant and LEP, clustered in low-road industries—also confronts unique challenges and barriers.

¹ San Francisco Language Access Compliance Summary [Report](#) 2024; S.F. Office of Civic Engagement & Immigrant Affairs (2024.)

² The Working Lives and Struggles of Asian Americans and Pacific Islanders in California, Findings from the 2019 AAPI California Worker Survey; PRRI (2019).

³ Wage Theft as a Neglected Public Health Problem: An Overview and Case Study From San Francisco’s Chinatown District; American Journal of Public Health (2014 June).

3. WAGE THEFT EXPERIENCE

San Francisco's Rich History Combatting Wage Theft and Other Forms of Worker Exploitation

The City and the San Francisco City Attorney's Office (SFCAO or "Office") have a long and storied history of advancing the rights of workers and combatting wage theft.

Over the past two decades, via both voter initiative and local legislation, San Francisco has enacted a series of landmark worker protection laws. These laws include, but are not limited to: the Minimum Wage Ordinance (2003), the Health Care Security Ordinance (2006), the Paid Sick Leave Ordinance (2006), the Family Friendly Workplace Ordinance (2014), the Paid Parental Leave Ordinance (2016), the Residential Construction Wage Theft Prevention Ordinance (2022), the Public Health Emergency Leave Ordinance (2022), the Domestic Worker Sick Leave Ordinance (2023), and the Military Leave Pay Protection Act (2023). Just last year, in recognition of this growing body of law, San Francisco reorganized its codes to establish the nation's first municipal Labor & Employment Code.

All told, San Francisco has the strongest municipal worker protection laws in America. But as with most laws that afford rights to working people, these laws would have little impact without a robust enforcement program. Fortunately, in addition to establishing rights and protections, these local labor laws provide for a comprehensive enforcement scheme. Generally speaking, San Francisco's OLSE is empowered to investigate alleged violations and order relief (including backpay and penalties) via administrative findings. In its most recent fiscal year, OLSE opened 472 cases and successfully resolved 431 cases—both records.

The SFCAO serves as OLSE's counsel, defends OLSE's findings in administrative hearings and subsequent court actions, and has independent authority to bring lawsuits under San Francisco's local labor laws. OLSE and the SFCAO have worked collaboratively for decades and have secured over \$10 million in restitution for workers in each of the last six fiscal years.

Moreover, the SFCAO has an additional enforcement tool at its disposal. The Office has long been one of a handful of municipal law offices in the state with the authority under California's Unfair Competition Law (UCL) to bring affirmative lawsuits on behalf of the People of the State of California. Over time, the SFCAO has established itself as a statewide leader in bringing and resolving high-impact affirmative litigation.

Actions to combat wage theft and otherwise enforce worker protection laws—both local and state laws—have long been a central element of this docket. Between 2012 and 2022, the SFCAO secured a number of significant results in combatting wage theft and other forms of worker exploitation, including: \$500,000 in unpaid minimum wages and interest for [car wash workers](#); \$2 million to nearly 4,000 [restaurant workers](#) based on fraudulent health care surcharges; \$1.34 million in restitution for [janitorial workers](#); \$5 million for 4,500 misclassified [delivery drivers](#), and almost \$2 million in restitution for catering workers.

City Attorney David Chiu & the Establishment of the Office's Worker Protection Team

Over the course of his nearly two decades in public office—as a member of the San Francisco Board of Supervisors, as a California Assemblymember, and now as San Francisco

City Attorney—David Chiu has demonstrated an unwavering commitment to advancing and protecting the rights of workers.

Building on this commitment, in 2022, City Attorney Chiu established the Office’s first-ever Worker Protection Team (WPT or “Team”) to build-out the Office’s subject-matter expertise and expand its enforcement capacity. This is believed to be the first such team at a municipal law office in California—and perhaps the country.

The Team is currently staffed by the following professionals:

- Matthew Goldberg is the founding and current team leader. Matthew has combatted wage theft and other abusive workplace practices for nearly all of his twenty-year legal career. In prior roles, Matthew led the Wage Protection Program at Legal Aid at Work, led OLSE’s enforcement of the Health Care Security Ordinance, litigated a wide-range of cases on behalf of workers and consumers on the Office’s Affirmative Litigation Team, and served as the chief advisor to California Attorney General Rob Bonta on workers’ rights and labor matters.
- Ian Eliasoph is a Deputy City Attorney on the Team. Before joining the Office, Ian worked as an attorney and supervisor for the Solicitor’s Office of the U.S. Department of Labor, where he led enforcement efforts in numerous areas of federal employment law and assisted in recovering tens of millions of dollars for workers.
- Maureen Slack is a Deputy City on the Team. Before joining the Office, she was a legal aid lawyer and practiced plaintiff-side employment law with Sanford Heisler Sharp McKnight LLP.
- Hannah Giorgi is the Team’s Legal Assistant. Hannah assists in developing new cases, prepares all legal pleadings for filing, and manages the Team’s discovery and document review.
- Attorneys from the Office’s Code Enforcement Team and Affirmative Litigation Team assist the WPT to bolster its capacity.
- Finally, the Team receives additional support and staffing from the Office’s legal secretaries and investigators.

In its first couple of years, from its inception in late 2022 through the summer of 2024, the Team secured several notable results:

- In January 2023, the Team [resolved](#) an OLSE investigation against Instacart for over \$5 million in restitution for over 5,000 misclassified delivery drivers who were denied their right to health care benefits.
- In July 2023, the Team secured a stipulated Judgment and Injunction against a popular chain of Peruvian restaurants for nearly a \$1 million in payments to 231 workers for violations of the Health Care Security Ordinance.

- In February 2024, the Team [obtained](#) a first-of-its-kind Judgment and Injunction to resolve litigation against Qwick, a hospitality staffing company, for misclassifying thousands of temporary workers. The judgment requires Qwick to pay \$1.5 million to over 6,000 workers in unpaid overtime wages, establish a sick leave bank for eligible workers of up to \$350,000, and permanently reclassify its thousands of temporary workers as employees.

2024-2025: Workers' Rights Enforcement Grant from the Labor Commissioner's Office

Our Office was awarded \$410,000 for the Workers' Rights Enforcement Grant Program for the Funding Period of August 1, 2024 to July 31, 2025. This funding has buttressed our enforcement efforts considerably. First, it helped justify the Team's hiring of a new, full-time attorney, Maureen Slack, in January 2025. Second, and perhaps more important, it has bolstered our (successful) efforts to keep our team focused almost exclusively on combatting wage theft. Given limited resources across our Office, and the City's ever-growing legal demands, it is noteworthy that our Team's resources remain squarely focused on eradicating abusive workplace practices.

Supported by these grant funds, our enforcement efforts have resulted in a number of important victories in this first grant cycle. Here are some highlights:

- In October 2024, we negotiated a settlement agreement with an employment agency that resulted in over \$600,000 in restitution payment to more than 200 workers.
- In December 2024, after just six months of litigation, the team [secured](#) a Partial Stipulated Judgment and Injunction against WorkWhile, a gig staffing company, stemming from WorkWhile's misclassification of its temporary workforce. The Judgment requires WorkWhile to pay a total of \$1 million to approximately 8,000 previously misclassified workers. More importantly, the Injunction required WorkWhile to reclassify all these workers moving forward. (We continue to litigate the case with respect to the subset of workers for whom we did not reach a negotiated resolution.)
- In January 2025, we [secured](#) our third Stipulated Judgment and Injunction against a gig staffing company, GigSmart, for (once again) misclassifying its temporary workforce. GigSmart paid \$100,000 in civil penalties to our Office and \$709,000 in restitution to more than 4,000 workers. These payments compensated the workers for the overtime premiums, sick leave, and business expense reimbursements they were previously denied. Once again, as in our previous misclassification cases against Qwick and WorkWhile, GigSmart agreed to reclassify all of its temporary workers as employees moving forward.
- In February 2025, we [negotiated](#) settlement agreements with fifteen Amazon Delivery Service Providers (DSPs) for their failure to provide employees with required health care benefits. Under these agreements, the DSPs paid one-thousand workers a total of just over \$1.9 million in restitution and \$273,000 in penalties to OLSE.

In addition to these recent victories, the Team continues to actively participate in the longstanding, multi-party misclassification litigation against rideshare companies Uber and Lyft. And we have filed and are actively litigating two more cases in court. First, we filed a breach of contract action on behalf of OLSE to enforce a settlement agreement that calls for more than \$400,000 in restitution payments to San Francisco workers. Second, we filed our fourth large misclassification action—this time against GoShare, a last-mile delivery and moving service. We are seeking restitution, penalties, and injunctive relief that will benefit thousands of GoShare workers.

Looking forward, the Team stands poised to build on its past successes and continue securing meaningful victories for San Francisco and California workers.

4. APPLICANT'S STRATEGIC PLAN

At its inception in 2022, City Attorney David Chiu [established](#) the Worker Protection Team with the following mission statement:

The mission of the Worker Protection Team is to protect the rights of workers in San Francisco and California with an emphasis on combatting systemic business practices that exploit marginalized workers. Building on the Office's longstanding leadership in affirmative litigation, the Worker Protection Team investigates and litigates instances of wage theft, employee misclassification, and other abusive workplace practices. The Worker Protection Team also advises and supports the City's Office of Labor Standards Enforcement, which enforces more than two dozen local workplace protection ordinances, including ordinances that establish rights to a minimum wage, paid sick leave, paid parental leave, and healthcare benefits.

This mission—perfectly aligned with the goals of this grant program—will continue to guide our work. We will deploy the grant funds to advance this mission by combatting the problems identified above (see Item 2). But as the stewards of (limited) public resources, the Team is also laser focused on *maximizing* our impact. To that end, our principle blueprint is to source and prosecute the highest-impact enforcement matters.

More specifically, we will engage in a wide-range of outreach to *identify* and *source* high-impact targets for our investigations. In partnership with OLSE (as described in more detail in Item 5, below), we will work with community organizations and our sister public sector entities to identify bad actors and bad practices. Over the course of our investigations and in evaluating where to devote our limited investigative and litigation resources, we will strategically *evaluate* the anticipated impact of any potential enforcement action by considering the following criteria.

1. The workers: Does the action support workers who earn low wages, are otherwise vulnerable, and/or who will have trouble securing adequate private counsel?
2. The target: Does the target of our action have a history of bad labor practices or of engaging in *willful* misconduct? Is the target an industry leader?

3. The industry: Does the target operate in an industry that is historically and currently associated with exploitative labor practices?
4. The conduct: Are the unlawful practices especially egregious or notable? Are they a new or novel form of exploitation?
5. Our place: Is our Team uniquely or especially well positioned to take on a matter? Are there specific barriers, like arbitration agreements and class action waivers, that make private litigation unlikely?
6. The results: Can our Team reasonably expect to secure substantial restitution for workers, put a stop to ongoing bad practices, and/or deter similar or related bad practices?

This strategic plan does not deviate from the plan we set forth in last year's grant application. But the Team has developed a burgeoning expertise in statewide misclassification cases—particularly in the so-called gig economy. Consistent with our effort to maximize our impact, we will try to leverage our expertise and experience in this area by seeking out additional high-impact cases in this space.

5. COLLABORATION WITH COMMUNITY PARTNERS

As San Francisco's front line for receiving and processing worker complaints, OLSE has long focused on public engagement and collaborating with community partners. To that end, OLSE administers a community outreach program dedicated to reaching workers who may be more vulnerable to wage theft and other labor law violations. As part of this program, OLSE contracts with the following seven community organizations to disseminate information on workers' rights in low-income and immigrant communities, provide individualized worker rights consultations, and encourage workers to file complaints regarding violations of San Francisco's labor laws: [Asian Law Caucus](#) (ALC), [Chinese Progressive Association](#) (CPA), [La Raza Centro Legal](#) (LRCL), [Dolores Street Community Services](#) (DSCS), [Filipino Community Center](#) (FCC) [South of Market Community Action Network](#) (SOMCAN) and [Trabajadores Unidos Workers United](#) (TUWU).

The WPT will continue to partner with OLSE and evaluate referrals from these CBO partners for potential civil litigation. We will also meet with these and other community partners—including labor unions—to gain insight into the challenges that San Francisco workers face, hone our enforcement priorities, and develop new cases.

In addition to these community organizations, the Team will continue its longstanding practice of meeting regularly with staff at the relevant federal, state, and local public agencies (including the U.S. Department of Labor, the California Labor Commissioner's Office, the Worker Rights and Fair Labor Section of the California Attorney General's Office, and the various city attorney and county counsel offices who also work to combat wage theft). In building these relationships—and exchanging and sharing information and best practices—we will enhance our enforcement capacity. These relationships may also generate opportunities for multi-office collaboration.

In this current grant year, we filed two of our misclassification cases after consulting with government partners—the California Attorney General’s Office and the City of Denver—that were engaging in related investigations against similar entities. This information sharing proved invaluable in our development of these cases. In the coming grant year, we will seek to deepen these various relationships in hopes of gaining further insights from our partners.

6. EXPECTED OUTCOMES

High-impact enforcement work, particularly civil litigation against large corporations engaged in exploitative employment practices, is inherently unpredictable. Sophisticated defendants have developed an expansive array of tools to delay litigation, including frivolous removal motions, motions to challenge jurisdiction, motions to compel arbitration, painstaking discovery delays, and all the associated appeals. Notwithstanding these inevitable uncertainties and vagaries, with the requested grant funds, the Team expects to achieve the following enforcement outcomes during the grant year:

- Evaluate at least a dozen potential targets;
- Conduct at least six comprehensive investigations;
- File at least two new civil lawsuits;
- Directly represent OLSE in at least 10 matters at the administrative enforcement stage of OLSE investigations; and
- Resolve at least six matters, resulting in substantial restitution to workers and/or significant injunctive terms.

These expected outcomes are consistent with the outcomes we sought to achieve in this current grant period (and which we expect to largely satisfy by the end of this period).

7. BUDGET NARRATIVE

The San Francisco City Attorney’s Office has a Worker Protection Team comprised of several full-time professionals. The Team also draws upon other professionals throughout the Office. Our attached budget seeks *partial* funding for six professionals: a Chief attorney, four Deputy City Attorneys (at different steps in the job classification), and a Legal Assistant. Because these professionals spend only some of their time engaged in qualifying labor law enforcement work, our budget conservatively seeks funding for a portion of each professional’s salary and benefits. The budget indicates the specific percentages for each position.

For each position, the budget is based on the full cost of the position, which includes salary and benefits. The budget request for each position is equal to this fully-loaded cost multiplied by the portion (or percentage) of time for which we seek funding.

We are requesting a total of \$724,173 in grant funding, which is comprised of \$689,173 for “Salaries and Employee Benefits” and \$35,000 to complete the mandatory Annual Audit. The \$35,000 request for the audit is 4.8% of the total grant request.

Item 7 Budget Form

**WORKERS' RIGHTS ENFORCEMENT GRANT BUDGET:
PERSONNEL, ADMINISTRATIVE COSTS
YEAR 2 (August 1, 2025 – July 31, 2026)
FISCAL YEAR 2025-2026**

APPLICANT NAME: San Francisco City Attorney's Office, Worker Protection Team

A. PERSONNEL SERVICES: Salaries and Employee Benefits

COST

Position (Percent) Salary Benefits

Chief Attorney, 50% (FTE = \$391,471).

\$195,736

Deputy City Attorney, Step 16, 80% (FTE = 351,180).

\$280,944

Deputy City Attorney, Step 10, 50% (FTE = \$276,255).

\$138,128

Legal Assistant, 50% (FTE = \$148,732).

\$ 74,366

\$689,173 Sub-total

Full Time Equivalent (FTE) includes salary + fringe benefits.

B. ANNUAL AUDIT: ADMINISTRATIVE CHARGE

COST

Annual Audit Price

Independent Audit

\$35,000

A & B - PERSONNEL & AUDIT

TOTAL COST

TOTAL

\$724,173

DEPARTMENT OF INDUSTRIAL RELATIONS

Headquarters Office

1515 Clay Street, Room 1302

Oakland, CA 94612

Tel.: (510) 285-2118 Fax: (510) 285-1365

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603**Lilia García-Brower***California Labor Commissioner**Labor Commissioner's Office*

July 1, 2025

Matthew Goldberg
Chief Attorney
San Francisco City Attorney's Office
City Hall: 1. Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

**RE: Grant Award for Workers' Rights Enforcement Grant Program
Funding Period – August 1, 2025 – July 31, 2026**

Dear Matthew Goldberg,

I am very pleased to announce that the San Francisco City Attorney's Office has been awarded \$600,000 for the Workers' Rights Enforcement Grant Program for the Funding Period of August 1, 2025 to July 31, 2026.

We received several applications requesting nearly \$11 million dollars to tackle this serious and persistent problem. Year 2 of this grant program allows us to competitively award \$8,550,000 to public prosecutors throughout the State.

Each application was thoroughly reviewed, with careful consideration given to the applicant's plan to achieve the goals and objectives set by the grant to protect workers from wage theft and other exploitative practices in the workplace.

It is imperative that these funds be used effectively to implement a wage theft enforcement program. This grant award is only to be used for staff salaries and benefits. Other than the allotted annual audit costs, no other items or expenses will be funded (i.e. outreach, training, equipment).

As a grant award recipient, we will need you to execute and return the attached Payee Data Record, form 204. Please return this form within 10 days from receipt of this letter. Additionally, you will be required to execute a grant award agreement with our agency which will be provided to you under separate cover.

Workers' Rights Enforcement Grant

July 1, 2025

Page 2

Thank you for submitting your application for grant funding and, moreover, congratulations on your award. I look forward to working together with you, our community organizations and industry leaders to eliminate this serious and costly crime.

Respectfully,

A handwritten signature in black ink, appearing to read 'LGB', with a horizontal line extending to the right.

Lilia García-Brower
California Labor Commissioner

Encl.

Cc: Cindy Elias, Special Counsel

Dominic Dugo, Law Enforcement Advisor



DAVID CHIU
City Attorney

STATEMENT ON RETROACTIVITY

Accept and Expend Grant - Retroactive - California Department of Industrial Relations,
Labor Commissioner's Office - Workers' Rights Enforcement Grant Program - \$600,000
Board File No. 260088

This request is retroactive because the City Attorney's Office signed the grant agreement in July 2025. We initiated the accept and expend process in advance of the grant term start date, August 1, 2025, but were unable to complete that process before the grant term was underway. These grant funds can only be spent on salary and benefit for employees performing eligible worker protection work. Therefore, the Office has not spent any grant funds. But, with retroactive approval, hours spent by our employees on eligible work will be covered by this grant funding, back to the grant term start date of August 1, 2025, and is on track to expend all grant funds during the grant period.

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Katharine Hobin Porter, Managing Attorney
Office of the City Attorney
DATE: October 24, 2025
SUBJECT: Accept and Expend Resolution for Grant
GRANT TITLE: Workers' Rights Enforcement Grant Program

Attached please find the original* and 1 copy of each of the following:

- X Proposed grant resolution; original* signed by Department, Mayor, Controller
- X Grant information form, including disability checklist
- X Grant budget
- X Grant application
- X Grant award letter from funding agency
- N/A Ethics Form 126 (if applicable)
- X Contracts, Leases/Agreements (if applicable)

___ Other (Explain):

Special Timeline Requirements: N/A

Departmental representative to receive a copy of the adopted resolution:

Name: Matthew Goldberg

Phone: 415-418-4000

Interoffice Mail Address: City Hall, Room 234

Certified copy required Yes

No X

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).

Updated August 7, 2014

OFFICE OF THE MAYOR
SAN FRANCISCO



DANIEL LURIE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Dexter Darmali, Legislative & Ethics Secretary
RE: Accept and Expend Grant - Retroactive - California Department of Industrial Relations, Labor
Commissioner's Office - Workers' Rights Enforcement Grant Program - \$600,000
DATE: January 27, 2026

Resolution retroactively authorizing the Office of the City Attorney to accept and expend a grant in the amount of \$600,000 from the California Department of Industrial Relations, Labor Commissioner's Office, to fund the enforcement of state labor laws, for the period from August 1, 2025 through July 31, 2026.

Should you have any questions, please contact Adam Thongsavat at adam.thongsavat@sfgov.org