



stated in relevant part: *“looking forward to seeing you at the game on Wednesday. We will plan on meeting you by the Infinity Suite entrance located close to the Orange Parking Deck...”* *“my colleagues... will be there waiting with your ticket in hand and to escort you to the suite.”* Espana provided Hayes with her cell phone number and asked Hayes to *“please reply confirming your attendance.”* Hayes had previously accepted the calendar invite to attend the June 19, 2019 Braves game on April 30, 2019; and, during an interview with the Compliance and Ethics Divisions on October 27, 2022, Espana stated she recalled Hayes attended a Braves game in the KP suite.

- 5) On July 9, 2021, at 9:20 am, Espana, sent an email to Hayes offering to host him and a plus one in the KP Suite at Mercedes Benz Stadium for the Atlanta United game against New England on July 17, 2021, at 5 pm. Espana mentioned in the email *“I would love if you can join us again.”* Hayes responded on July 12, 2021, *“I’m just getting back into the office and would love to come. Thank you.”* Espana replied *“Perfect Miguel! Let me know if you want one or two tickets! So glad you can make it!!!!”* Hayes replied, *“I will take two tickets”* and Espana replied *“Sounds great, we will be sending them later this week. I will give you heads up.”* On July 14, 2021, Hayes received an email from Atlanta United via Ticketmaster with a link to accept two transfer tickets to the New England game on July 17, 2021. On July 17, 2021, Hayes received an email from Atlanta United via Ticketmaster stating, *“It’s a Done Deal – Your Tickets Were Accepted”* and showing acceptance of one ticket and the transfer of a second game ticket to another individual.

### **Conclusions of Law**

- 6) Section 2-816 (b) of the City’s Standards (“Code of Ethics”) states in relevant part that *“No... employee... shall knowingly accept any ticket of admission or other evidence of right of entry to... any athletic events... which would not be offered or given to such... employee if such person were not an... employee...”* *“For purposes of determining whether such ticket would be offered or given by reason of the... employee's position with the city, it shall be presumed that any offer of such ticket or right of entry made by any prohibited source... is given by reason of such official's or employee's position with the city...”* Section 2-801 defines a prohibited source as *“any person, business or entity that an official or employee knows or should know: (1) is seeking official action from the city; or (2) is seeking to do or does business with the city.”*
- 7) Section 2-817 states that *“no official or employee shall accept any gratuity as defined in section 2-801”* and *“no person, business, or other entity shall give or convey to any official or employee a gratuity as defined in section 2-801.”* Section 2-801 defines a gratuity *“anything of value given by or received from a prohibited source.”*
- 8) Hayes, a city employee at the time of the actions outlined in paragraphs 4-5,<sup>1</sup> was offered free tickets, a thing of value, by Espana on behalf of KP, one of the City’s group health insurance providers and a prohibited city source, to attend the June 17, 2019, Atlanta Braves game, an athletic event, in the KP suite at SunTrust Park (now Truist Park). Hayes was also offered tickets by Espana on behalf of KP to attend the July 17, 2021, Atlanta United game in the KP suite at Mercedes Benz Stadium. In both instances, none of the exceptions to the ban on gratuities or acceptance of tickets

apply. Hayes was offered the tickets due to his city position and received the invitation by city email. Therefore, the tickets offered by KP and accepted by Hayes are prohibited gratuities under the Code of Ethics.

- 9) City records show Hayes violated Sections 2-816 and 2-817 of the Code of Ethics by accepting both of Espana's offers of Atlanta United tickets and Atlanta Braves tickets on behalf of KP.

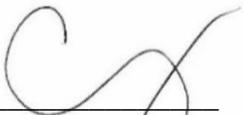
### Sanctions

- 10) In proposing sanctions in this matter, the Ethics Division considered both aggravating and mitigating circumstances. In this case, in addition to accepting tickets in violation of the Code of Ethics, Hayes' actions raised an appearance of impropriety because the City's benefits package and associated contracts are overseen and managed by Hayes' former office. City records show Hayes routinely interacted directly with KP in his city role. Therefore, the Ethics Division issues an administrative sanction of \$125 per violation<sup>2</sup>, totaling \$500, and recommends that the Department of Human Resources include this Decision in Hayes' official city personnel file.
- 11) The Division orders Hayes to pay a total administrative sanction of **\$500** for violating Sections 2-816 and 2-817 of the Code of Ethics, as outlined in paragraphs 1-10 of this Decision.
- 12) Failure by Respondent to comply with the order listed in paragraph 11 of this Decision may result in additional sanctions or referral of this matter to the City Solicitor's Office for prosecution.

Respondent has the right to appeal this Decision to the Governing Board of the Office of the Inspector General within 14 days of the date of receipt of the Decision<sup>3</sup>. See Atlanta, Ga., Charter §8-103(a).

So ordered this 9th day of January 2023.

For the City of Atlanta Office of the Inspector General, Ethics Division

  
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Carlos R. Santiago  
Deputy Ethics Officer

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<sup>1</sup> Hayes was a city employee when the investigation into this matter was initiated on October 31, 2022.

<sup>2</sup> Each act of accepting tickets from KP was a violation of both Sections 2-816 and 2-817 of the Code of Ethics. Each violation carries an administrative sanction of \$125, for a total sanction of \$250 per act of accepting tickets. Hayes accepted tickets on two separate occasions, for a total of \$500 for four violations of the Code of Ethics.

<sup>3</sup> See enclosed/attached "Appeal of Penalties Form"