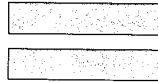


**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
BOARD OF ETHICS AND GOVERNMENT ACCOUNTABILITY**



**Office of Government Ethics**



In Re: P. Taylor  
Case No.: 1031-015

NEGOTIATED DISPOSITION

Pursuant to section 221 (a)(4)(E) of the Board of Ethics and Government Accountability Establishment and Comprehensive Ethics Reform Amendment Act of 2011 (“Ethics Act”), effective April 27, 2012, D.C. Law 19-124, D.C. Official Code § 1-1161.01 et seq., the Office of Government Ethics (the “Office” or “OGE”) hereby enters into this public negotiated settlement agreement with the Respondent, P. Taylor.<sup>1</sup> Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Respondent worked as a Warehouse Assistant for D.C. Public Schools (“DCPS”). As such, Respondent was responsible for handling logistical matters, such as delivery of IT equipment and furniture to schools, snow removal, and mail room duties.

According to the evidence, from November 17, 2017 until January 24, 2018, Respondent engaged in a systematic scheme to defraud and obtain property of the District by forging and depositing checks into his own bank account that were originally written as payable to the DC Treasurer to satisfy debts owed to DCPS. Respondent admitted to engaging in such conduct on six different occasions, relating to six, forged checks, as explained below.

While working at the DCPS mailroom, located at 1200 1<sup>st</sup> Street, N.E., Respondent found a partially opened envelope which was addressed to the DC Treasurer. Respondent saw that the envelope contained a check belonging to the Lafayette Home & School Association, in the amount of \$3,185.36, made payable to the DC Treasurer. Respondent inserted his name onto the payable line of the check next to “DC Treasurer.” Respondent deposited said check into his BB&T Bank account ending in 7881 on December 28, 2017.

On November 17, 2017, check number 7937 drawn on a Sun Trust Bank account in the amount of \$328.62 and presented as payable to “DC Treasurer [Respondent]” was deposited into the

---

<sup>1</sup> Section 221 (a)(4)(E) of the Ethics Act provides, in pertinent part, that “[i]n addition to any civil penalty imposed under this title, a violation of the Code of Conduct may result in the following: . . . Any negotiated disposition of a matter offered by the Director of Government Ethics, and accepted by the respondent, subject to approval by the Ethics Board.”

Respondent's BB&T Bank account ending in 7881, via mobile deposit. According to the check's issuer, the check was originally written as payable to the D.C. Treasurer in the amount of \$328.62 to satisfy a debt owed to DCPS. The issuer stated that they did not know Respondent, and did not give him permission to alter, cash or deposit the check.

On December 11, 2017, check number 5779 drawn on a PNC Bank account in the amount of \$1,000.00 and presented as payable to the Respondent was deposited into Respondent's BB&T Bank account ending in 7881. The deposit occurred at a BB&T Bank branch located in Oxon Hill, Maryland. According to the check's issuer, the check was originally written as payable to D.C. Treasurer for \$2.70 to satisfy a debt owed to DCPS. Respondent both fraudulently inserted his name onto the payable line of the check and changed the amount of the check from \$2.70 to \$1,000.00.

On December 26, 2017, check number 4397 drawn on a State Department Federal Credit Union account in the amount of \$300.80 and presented as payable to "DC Treasurer [Respondent]" was deposited into the Respondent's BB&T Bank account ending in 7881, via mobile deposit. The memo line of the check stated, "Christmas gift." According to the check's issuer, the check was originally written as payable to the D.C. Treasury for \$300.80 to satisfy a debt owed to DCPS and "Christmas gift" was not written on the check.

On January 16, 2018, check number 715 drawn on a Citibank account in the amount of \$800.00 and presented as payable to the Respondent was deposited into Respondent's BB&T Bank account ending in 7881 via mobile deposit. According to the check's issuer, the check was originally written as payable to the D.C. Treasurer in the amount of \$800.00 to satisfy a debt owed to DCPS.

On January 24, 2018, check number 2130 drawn on a Bank of America account in the amount of \$800.00 and presented as payable to the Respondent was deposited into Respondent's BB&T Bank account ending in 7881 via mobile deposit. The check's issuer stated that the check was originally written as payable to the D.C. Treasurer in the amount of \$50.00 to satisfy a debt owed to DCPS, and that Respondent was not given permission to alter or cash the check. Respondent both fraudulently inserted his name onto the payable line of the check and changed the amount of the check from \$50.00 to \$800.00.

Respondent stole all these checks while working at the DCPS mailroom. Respondent admitted to stealing and depositing the aforesaid checks into his bank account, totaling \$6,414.78. Respondent stated that he committed these fraudulent transactions to help pay for his daughter's expenses as well as catch up on outstanding bills.

## II. NATURE OF MISCONDUCT

Respondent's conduct is violated at least two sections of the District Personnel Manual ("DPM"), as set forth below:

- ❖ **One:** Chapter 18, § 1800.3(g), which states: "[e]mployees shall not use public office for private gain";

- ❖ **Two:** Chapter 18, § 1808.1, which states: “[a]n employee has a duty to protect and conserve government property and shall not use such property, or allow its use, for other than authorized purposes.”

### III. TERMS OF THE NEGOTIATED SETTLEMENT

Respondent acknowledges that his conduct was in violation of the District Code of Conduct. Respondent agrees to pay a total fine in the amount of **\$6,000.00** to resolve his twelve violations of the District Code of Conduct, in accordance with the following terms and conditions:

1. Respondent agrees to authorize the District of Columbia Office of Pay and Retirement Services and/or the D.C. Treasurer to tender payment of \$1,335.58 and/or the final balance of his unpaid annual leave that accrued during his employment with DCPS to OGE;
2. Respondent agrees to satisfy the remaining unpaid balance of his fine (currently estimated to be \$4,664.42) by tendering 12 monthly payments to OGE, in equal amounts (currently estimated to be \$388.70), beginning May 1, 2018, and continuing on the 1<sup>st</sup> day of each month thereafter;
3. All outstanding amounts not paid against the fine will be due in full on or before April 1, 2019 (the “Maturity Date”).

Payment will be accepted by certified check or money order, made out to the D.C. Treasurer, delivered to and received by OGE at 441 4<sup>th</sup> Street NW, Suite 830 South, Washington, DC 20001.

**Respondent acknowledges and understands that this Negotiated Disposition is only binding upon himself and OGE in resolution of his alleged violations of the Code of Conduct that applies to District government employees and public officials. Respondent acknowledges and understands that OGE does not have the authority to bind any other District or federal government agency to this agreement, including but not limited to the Metropolitan Police Department, the District of Columbia Office of the Attorney General (“OAG”), the United States Attorney for the District of Columbia (“USAO”) or the United States Department of Justice (“DOJ”). Respondent further acknowledges and understands that notwithstanding the terms of this Negotiated Settlement, his conduct described hereinabove may also subject him to the imposition of civil and/or criminal penalties by other government agencies who are not bound by the terms of this agreement whatsoever.**

[Redacted Signature]

P [Redacted] Taylor  
Respondent

3/16/18  
Date

Respondent also understands that if he fails to pay the \$6,000.00 fine in accordance with the terms set forth hereinabove, pursuant to Section 221 (a)(5)(A) of the Ethics Act (D.C. Official Code § 1-1162.21 (a)(5)(A)), the Ethics Board may file a petition in the Superior Court of the District of Columbia for enforcement of this settlement and the accompanying Board Order

assessing the fine. Respondent agrees that this Negotiated Disposition is not just an admission of wrongdoing, but constitutes various factual admissions by him that may be used in any subsequent enforcement or judicial proceeding that may result from his failure to comply with this agreement.

Respondent further understands that if he fails to adhere to this agreement, the Office may instead, at its sole option, recommend that the Ethics Board nullify this settlement and hold an open and adversarial hearing on this matter, after which the Board may impose sanctions up to the full statutory amount (\$5,000 per violation) as provided in the Ethics Act for each violation.<sup>2</sup> Because the Office is, at this time, foregoing requesting that the Ethics Board hold an open and adversarial hearing on this matter, Respondent agrees to waive any statute of limitation defenses should the Board decide to proceed in that manner as a result of Respondent's breach of this agreement.

The mutual promises outlined herein constitute the entire agreement in this case. Failure to adhere to any provision of this agreement is a breach rendering the entire agreement void. By our signatures, we agree to the terms outlined herein.



P. Taylor  
Respondent

3/16/18  
Date



Brentton Wolfingbarger  
Director of Government Ethics

3-19-2018  
Date

This agreement shall not be deemed effective unless and until it is approved by the Board of Ethics and Government Accountability, as demonstrated by the signature of the Chairman below.

APPROVED:

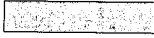


Tameka Collier  
Chairperson, Board of Ethics and Government Accountability

3/19/18  
Date

<sup>2</sup> Section 221 (a)(1) (D.C. Official Code § 1-1162.21 (a)(1)).

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
BOARD OF ETHICS AND GOVERNMENT ACCOUNTABILITY**



**IN RE: P [REDACTED] Taylor,**

**Respondent**

**Case No. 1031-015**

**ORDER**

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on March 19, 2018, and upon the entire record in this case; it is, therefore

ORDERED that Respondent pay a civil penalty in the amount of SIX THOUSAND DOLLARS (\$6,000.00).

This Order is effective upon approval by the Board of Ethics and Government Accountability, as demonstrated by the signature of the Chairperson below.

A handwritten signature in cursive script, appearing to read "Tameka Collier".

Tameka Collier  
Chairperson, Board of Ethics and Government Accountability

3/19/18  
Date