

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



Office of Government Ethics

In Re: S. Mattavous-Frye  
Case No. 19-0005-P

**NEGOTIATED DISPOSITION:**

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

**FINDINGS OF FACT:**

Respondent currently serves as the People’s Counsel for the District of Columbia. At all relevant times, Respondent served as the People’s Counsel for the District of Columbia.

The Office of Government Ethics found evidence that Respondent used a subordinate District government employee, who served as Executive Assistant to the People’s Counsel, to provide assistance on personal matters unrelated to her position of employment with the District. Specifically, Respondent ordered, directed or requested that a subordinate employee assist her with personal matters that did not pertain to District government business on multiple occasions between 2015 and 2017.

Respondent often communicated with her Executive Assistant via email. Respondent ordered, directed or requested that her Executive Assistant do such tasks as make hair and nail appointments, take Respondent’s car for emissions tests, arrange Respondent’s personal travel, assist in the filing of Respondent’s taxes, and transmit documents that pertained to Respondent’s personal affairs or matters. Email evidence shows communications between Respondent and her Executive Assistant discussing the details of a draft lease for a rental property. Another set of emails detail the discussions between Respondent, Respondent’s Executive Assistant and bank employees regarding the refinance of Respondent’s personal residence.

Email evidence additionally shows that on two occasions Respondent used her government email address to communicate with a bank employee regarding refinancing the mortgage on her personal residence, including messages that contained her District signature line and job title. The evidence further demonstrates that Respondent used her government email address, work phone and Executive Assistant to conduct outside or personal affairs.

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

## NATURE OF MISCONDUCT

Respondent violated the following provisions of the Ethics Act and District Personnel Manual (“DPM”):

- ❖ **Count One:** Using government time and resources for other than official business, or government approved or sponsored activities in violation of DPM 1807.1(b), and for other than authorized purposes in violation of DPM § 1808.
  - On April 6, 2015, Respondent used her government email address to correspond with a bank employee regarding refinancing the mortgage on her personal residence, including messages that contained her District signature line and job title.
  - On April 20, 2015, Respondent used her government email address to correspond with a bank employee regarding refinancing the mortgage on her personal residence, including messages that contained her District signature line and job title.
  - On several occasions, Respondent conducted outside or personal affairs or matters during District government work hours.
- ❖ **Count Two:** Ordering, directing, or requesting subordinate officers or employees to perform during regular working hours any personal services not related to official District government functions and activities in violation of DPM 1807.1(c).
  - In approximately February 2015, Respondent ordered, directed, or requested that a subordinate transmit by fax her 2014 tax documents to her tax preparer during District government work hours.
  - In approximately March 2015, Respondent ordered, directed, or requested that a subordinate assist her with outside matters pertaining to potentially renting rooms in her personal residence during District government work hours.
  - On multiple occasions between 2015 and 2017, Respondent ordered, directed, or requested that a subordinate assist her with her outside and/or personal matters during District government work hours.
- ❖ **Count Three:** Taking actions creating the appearance of violating the ethical standards set forth in Chapter 18 of the DPM, in violation of DPM § 1800.3(n).
  - On April 6, 2015, Respondent used her government email address to correspond with a bank employee regarding refinancing the mortgage on her personal residence, including messages that contained her District signature line and job title.
  - On April 20, 2015, Respondent used her government email address to correspond with a bank employee regarding refinancing the mortgage on her personal residence, including messages that contained her District signature line and job title.
  - By sending messages to bank employees from her government work email account that contained her District signature line and job title while conducting personal business, Respondent created the impression that she was attempting to leverage her District position and title for her own personal benefit in violation of applicable ethical standards, including DPM §1807.1(e).

**None of the above-referenced incidents were authorized by the District of Columbia.**

Respondent accepted full responsibility for her actions and expressed remorse when meeting with OGE employees to resolve this matter. Respondent identified the following factors as mitigating circumstances to be considered by OGE in deciding upon an appropriate remedy in this matter, which factors OGE took into consideration and gave such weight as OGE believed was warranted:

- There is an exception to DPM § 1808's general prohibition on using government resources for other than authorized purposes. The exception states that District property may be used for non-government purposes if that use will not increase the maintenance cost of that property. Typically, a limited use of government computers and electronic devices is allowed for personal purposes. Such use should not interfere with an employee's duties, trigger more than a nominal increase in cost, or violate applicable laws or regulations.
- Respondent did not intend to, nor did she personally gain from her nominal use of government resources. Respondent's actions were also sufficiently nominal as to not interfere with hers or her Executive Assistant's duties, trigger more than a nominal increase in cost to the government, or violate applicable laws or regulations.
- Respondent's Executive Assistant had prior experience as an executive assistant in the private sector where executive assistants are known and often expected to respond to email and phone correspondence at the office without prompting. This prior experience may have provided the basis for her acting independently.
- Respondent accepts that between 2015 and 2017 her Executive Assistant performed short tasks not related to government functions on Respondent's behalf as a matter of convenience or necessity. However, these tasks were limited in scope and duration and did not interfere with her duties, trigger more than a nominal increase in cost, or violate applicable laws or regulations.
- During the relevant time period, Respondent's Executive Assistant had full access to Respondent's office, email, calendar and had a key to her office, which she used on a regular basis, as a regular part of her job duties and responsibilities.
- During the relevant time period, Respondent was required to address personal matters that required her immediate attention. The rare occasions when non-government entities contacted Respondent were infrequent and limited to matters that needed to be addressed with some immediacy during business hours. The rare occasions when Respondent dealt with personal matters during business hours did not interfere with her duties, trigger more than a nominal increase in cost, or violate applicable laws or regulations.
- In May 2018 and June 2018, Respondent scheduled mandatory agency-wide Ethics Trainings led by BEGA that she and her staff attended. Following the mandatory BEGA trainings, leadership at the Office of the People's Counsel has taken steps to carefully follow the training guidelines to ensure an ethical workplace.
- Respondent has enjoyed a long tenure with the District government including 34 years at the Office of the People's Counsel. She has received numerous awards and certifications and has a spotless record with no violations of any kind. The filing of her

Executive Assistant's allegations follows the Office's failure to grant her Executive Assistant's demands for promotion to a different position and an increase in salary, which have not been granted based on business decisions that are consistent with the agency's practice and District law.

Moreover, by agreeing to settle this matter via a negotiated disposition, Respondent will allow OGE to avoid expending significant time and resources to litigate this matter through a contested hearing, and to focus its finite resources on other investigations.

#### TERMS OF THE NEGOTIATED SETTLEMENT

Respondent acknowledges that her conduct violated the District Code of Conduct. Respondent agrees to pay a total fine in the amount of **\$5,000.00**, to resolve these violations of the District Code of Conduct, in accordance with the following terms and conditions:

1. Respondent agrees to satisfy her fine (\$5,000.00) by tendering twelve (12) bi-weekly payments of \$416.66 to OGE, through automatic garnishment, beginning with her first pay period in August 2019, and continuing thereafter until the fine is satisfied;
2. All outstanding amounts not paid against the fine will be due in full on or before August 15, 2020 (the "Maturity Date"); and
3. Respondent agrees to attend a full OGE ethics training on or before September 1, 2019 and provide OGE with proof of attendance.

Additionally, Respondent promises not to engage in such conduct in the future. In consideration of Respondent's acknowledgement and agreement, OGE will seek no further remedy and will take no further action related to the above misconduct.

**Respondent acknowledges and understands that this Negotiated Disposition is only binding upon herself and OGE in resolution of her 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. Respondent further acknowledges and understands that notwithstanding the terms of this Negotiated Settlement, her conduct described hereinabove may also subject her to the imposition of penalties by other government agencies who are not bound by the terms of this agreement whatsoever.**

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S ██████████ Mattavous-Frye ██████████  
Respondent ██████████

7/9/19  
Date

Respondent agrees to pay the \$5,000.00 fine by having \$416.66 per consecutive pay period automatically deducted from her bi-weekly paychecks from the District government until the fine is satisfied. By this agreement, Respondent expressly authorizes the Office of Pay and Retirement Services ("OPRS") to make these deductions and to transfer such funds to the Board of Ethics and Government Accountability ("BEGA"). In the event that Respondent's employment with the District ceases prior to complete satisfaction of the fine amount, Respondent agrees that any outstanding fine amount will be satisfied by deduction in full from Respondent's final District government paycheck and/or any payment to the Respondent from the District government for unused annual leave. In the event that Respondent makes a payment

towards the total amount of the fine outside of the automatic deduction from his paycheck, the Office will notify OPRS that the total amount due has been reduced, reducing the number of payments deducted from Respondent's paychecks, but not reducing the total fine amount due. Respondent acknowledges that whether or not OPRS completes these deductions described herein, Respondent is nonetheless solely responsible for satisfying the fine amount.

Respondent understands that if she fails to pay the full \$5,000.00 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 Negotiated Disposition 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 her that may be used in any subsequent enforcement or judicial proceeding that may result from her failure to comply with this agreement. Respondent also understands that, pursuant to section 217 of the Ethics Act (D.C. Official Code § 1-1162.17), she has the right to appeal any order or fine made by the Ethics Board. Nonetheless, the Respondent knowingly and willingly waives her right to appeal the accompanying Board Order assessing the \$5,000.00 fine in this matter in exchange for the concessions made by this Office in this Negotiated Disposition.

Respondent further understands that if she fails to adhere to this agreement, OGE 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 Ethics Board may impose sanctions up to the full statutory amount (\$5,000.00 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 waives any statute of limitation defenses should the Ethics Board decide to proceed in that matter 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 therein.

  
S. Mattavous-Frye  
Respondent

7/9/19  
Date

  
Brent Wolfingbarger  
Director of Government Ethics

7-10-2019  
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 Chairperson below.

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

APPROVED:

*Norma B. Hutcheson*

Norma B. Hutcheson

Chairperson, Board of Ethics and Government Accountability

*July 11, 2019*

Date

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



Office of Government Ethics



IN RE: S. Mattavous-Frye  
Respondent

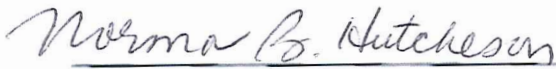
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**ORDER**

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on July, 2019, and upon the entire record in this case; it is, therefore

ORDERED that Respondent pay a civil penalty in the amount of FIVE THOUSAND DOLLARS (\$5,000.00).

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

  
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NORMA B. HUTCHESON  
Chair, Board of Ethics and Government Accountability

  
\_\_\_\_\_  
Date