

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



Office of Government Ethics

In Re: K [REDACTED] Tyson  
Case No.: 1060-001

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 (“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”) hereby enters into this Negotiated Disposition with the Respondent, K [REDACTED] Tyson (“Respondent”). Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Respondent was the General Counsel at the District of Columbia Office of Administrative Hearings (“OAH”) from September 2010 to February 2014. Respondent was hired for the position at OAH by Mary Oates Walker (“Walker”), the Chief Administrative Law Judge, and was subordinate to Ms. Walker for the entire time she worked at OAH.

Prior to becoming District government employees, Respondent, Ms. Walker and a third party started a private business, MKM Ventures LLC (“MKM”). MKM filed Articles of Organization in Maryland in March 2006 and filed Articles of Organization in the District of Columbia in October 2006. They maintained that private business and financial relationship, as Members of MKM, and it continued during their employment with the District of Columbia government. One of MKM’s functions has been to manage one piece of real property located in Baltimore, MD. MKM also had a bank account, opened in 2006 and closed in 2014. Respondent, Ms. Walker, and a third party each were listed as “Owner/Signer” and each were signatories on that bank account. Respondent made capital contributions to MKM, which were deposited into MKM’s bank account, at least through August 2012. For at least that same time period, Ms. Walker also made contributions to MKM, which were deposited into MKM’s bank account. Monies from MKM’s bank account were used to pay for the mortgage, repairs, and other expenses related to the Baltimore, MD property MKM managed. Respondent also directly paid expenses for that real property, on two occasions, in February 2012 and July 2012.

II. NATURE OF MISCONDUCT

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<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 conduct violates two sections of the District Code of Conduct, as set forth below:

- ❖ **Count One:** District Personnel Manual ("DPM")<sup>2</sup> Chapter 18, § 1800.3, which states: "No employee of the District shall engage in outside employment or private business activity or have any direct or indirect financial interest that conflicts or would appear to conflict with the fair, impartial, and objective performance of officially assigned duties and responsibilities."
- ❖ **Count Two:** DPM § 1803.1(a)(4), which states: "An employee shall avoid action, whether or not specifically prohibited by this chapter, which might result in or create the appearance of . . . [l]osing complete independence or impartiality."

Respondent's conduct in maintaining a pre-existing private business and financial interest in MKM, along with Ms. Walker, Respondent's OAH Superior, conflicts or appears to conflict with her ability to perform her officially assigned duties and responsibilities as the OAH General Counsel in a fair, impartial, and objective manner and creates at least the appearance that she lost complete independence or impartiality. Respondent, as OAH General Counsel, had responsibilities and obligations toward OAH and the District of Columbia government. Having a private business and financial relationship with Ms. Walker, the OAH agency head and Respondent's superior, creates the appearance that Respondent had a conflict of interest between her private business affairs and her responsibilities as OAH General Counsel.

In sworn testimony taken at a deposition on December 17, 2013, Respondent was asked questions on a number of topics, including her private business and financial relationship with Ms. Walker and her knowledge of MKM. During the deposition, Respondent gave non-responsive or vague answers, or said that she did not recall.

Respondent's conduct at the deposition violates one section of the District Code of Conduct, as set forth below:

- ❖ **Count Three:** DPM § 1803.1(a)(3), which states: "An employee shall avoid action, whether or not specifically prohibited by this chapter, which might result in or create the appearance of . . . [i]mpeding government efficiency or economy."

Accordingly, Respondent provided insufficient answers to numerous questions regarding matters about which she had, or should have had personal knowledge with vague or non-responsive answers, or by saying that she did not recall the answer. This conduct created at least the appearance that Respondent impeded government efficiency or economy in that the questions were asked in furtherance of a BEGA investigation.

### III. TERMS OF THE NEGOTIATED DISPOSITION

Respondent acknowledges that her conduct was in violation of the District Code of Conduct. Respondent agrees to pay a fine in the amount of \$12,000, promises not to engage in such conduct in the future, and agrees to testify in connection with *In Re: Mary Oates Walker*, #1060-

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<sup>2</sup> DPM refers to the version of the DPM in effect at the time of Respondent's conduct.



001, and prepare for such testimony with Office staff. The \$12,000 fine represents a fine of \$4,000 per violation for each of the three DPM violations set forth above.

In return for Respondent's acknowledgement, promises, and agreements, the Office will not seek any further remedy or take any further action relating to the factual admissions set forth above. Respondent understands that the \$12,000 fine is due upon the full execution of this Negotiated Disposition and is payable as follows: \$2,000 shall be paid on or by July 15, 2014. The remaining \$10,000 shall be paid as follows: \$2,000 on August 15, 2014, \$2,000 on October 15, 2014, \$2,000 on December 15, 2014, \$2,000 on February 16, 2015, and \$2,000 on April 15, 2015. Payment will be accepted by money order, made out to the D.C. Treasurer, and provided to the Office of Government Ethics.

Respondent also understands that if she fails to pay the \$12,000 fine in the manner and within the time limit provided above, 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 these violations, 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 further understands that if she fails to adhere to this agreement, including the agreement to testify in connection with *In Re: Mary Oates Walker*, #1060-001, and prepare for such testimony with Office staff, the Office may instead, at its sole option and upon provision of notice to Respondent, recommend that the Ethics Board nullify this Negotiated Disposition 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 per violation) as provided in the Ethics Act.<sup>3</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 Ethics 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 the above-titled action. 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.

  
K. Tyson

7/3/14  
Date

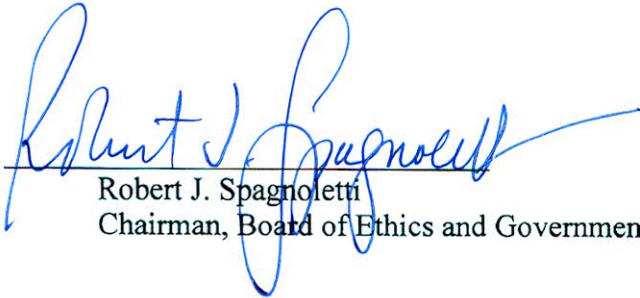
  
Darrin Sobin  
Director of Government Ethics

7/3/14  
Date

<sup>3</sup> Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).

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:



Robert J. Spagnoletti  
Chairman, Board of Ethics and Government Accountability

7/10/14  
Date