

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



Office of Government Ethics

In Re: M████ Oates Walker
Case No.: 1060-001

NEGOTIATED DISPOSITION

Pursuant to section 221(a)(4)(E)¹ 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, M████ Oates Walker. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Respondent was the Chief Administrative Law Judge (“Chief ALJ”) at the District of Columbia Office of Administrative Hearings (“OAH”) from January 2010 to May 2014.

Prior to becoming District government employees, Respondent Walker, K. Tyson, and a third party started two entities in 2006 called MKM Ventures, LLC (“MKM”), one organized in Maryland and one organized in the District of Columbia. One of MKM’s functions has been to manage one piece of real property located in Baltimore, MD. Although the Maryland LLC had its charter forfeited in 2008 and the only property the District of Columbia LLC managed was sold in 2009, the parties maintained a private business and financial relationship that continued during their employment with the District of Columbia government. MKM had a bank account, opened in 2006 and closed in 2014. Respondent, Ms. Tyson, and the third party each made monetary contributions, which were deposited into MKM’s bank account, at least through August 2012. Monies from MKM’s bank account were used to pay for the mortgage, repairs, and other expenses related to the Baltimore, MD property.

Respondent and Ms. Tyson were engaged in this private business and financial relationship at the time Respondent hired Ms. Tyson to be the OAH General Counsel in September 2010. They continued to maintain this private business and financial relationship while Respondent supervised and was superior to Ms. Tyson at OAH, at least through August 2012.

In 2011, OAH moved into space on the 4th floor of 441 4th street, N.W., Washington, D.C. 20001 (“the 4th floor”). A company named TPM Group, LLC (“TPM”), owned by Lincoln Tyson

¹ 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.”

(“Tyson”), provided furniture relocation services for that move. The Department of General Services (“DGS”), formerly the Department of Real Estate Services (“DRES”), (hereinafter referred to as “DGS”), was responsible for the build-out, construction, and relocation of OAH to the 4th floor, and hired TPM Group as a subcontractor to the prime construction contractor for the project. Respondent, having a social relationship with Lincoln Tyson and her General Counsel, and knowing that Mr. Tyson was involved in a personal and romantic relationship with her General Counsel, the two were engaged and later married, never disclosed to DGS personnel the personal relationship between Lincoln Tyson and her General Counsel.

II. NATURE OF VIOLATIONS

Respondent’s conduct is in violation of four sections of the District Code of Conduct, as set forth below:

- ❖ **One:** D.C. Official Code § 1-1162.23(a) (Conflict of Interest), which states, in pertinent part, that no employee shall use his or her official position or title, or personally and substantially participate, through decision-making, in a manner that the employee knows is likely to have a direct and predictable effect on the financial interests of a person closely affiliated with the employee. In addition, this section provides for a waiver, which was neither sought nor received.
- ❖ **Two:** District Personnel Manual (“DPM”) Chapter 18, 1803.1(a)(2) (Giving preferential treatment to any person), which states: “An employee shall avoid action, whether or not specifically prohibited by this chapter, which might result in or create the appearance of . . . [g]iving preferential treatment to any person.”
- ❖ **Three:** DPM § 1800.3 (Private business conflict), 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.”
- ❖ **Four:** DPM § 1803.1(a)(2) (Giving preferential treatment to any person), which states: “[a]n employee shall avoid action, whether or not specifically prohibited by this chapter, which might result in or create the appearance of . . . [g]iving preferential treatment to any person.”

Respondent’s conduct in maintaining a private business and financial relationship with Ms. Tyson, a subordinate, created the appearance of a conflict of interest in that Respondent personally and substantially participated through decision-making, to allow Ms. Tyson to remain employed as the OAH General Counsel, which Respondent knew was likely to have a direct and predictable effect on Ms. Tyson’s financial interests. As such, Respondent failed to avoid creating the appearance of giving preferential treatment to Ms. Tyson and engaged in a private business activity or had direct financial interests that appeared to conflict with the fair, impartial, and objective performance of Respondent’s officially assigned duties and responsibilities. Accordingly, Respondent violated the Code of Conduct provisions set forth in paragraphs one through three above.

Respondent's conduct in failing to disclose to DGS when DGS hired TPM Group to perform furniture relocation services that Respondent had a social relationship with Lincoln Tyson and her General Counsel, and knew that the two were involved in a personal and romantic relationship such that they became engaged and later were married, created the appearance of giving preferential treatment to Mr. Tyson. Accordingly, Respondent violated the Code of Conduct provision set forth in paragraph four above.

III. TERMS OF THE NEGOTIATED SETTLEMENT

Respondent acknowledges that her conduct was in violation of the District Code of Conduct and that she is fined in the amount of \$20,000. Respondent also promises not to engage in such conduct in the future. In return for Respondent's payment of a \$20,000 fine, and promise not to engage in such conduct in the future, the Office will not seek any further remedy or take any further action relating to the above-described conduct. The \$20,000 fine represents a fine of no more than \$5,000 on any individual violation of the District Code of Conduct. Respondent understands that the \$20,000 fine is due no later than Tuesday, July 29, 2014. Payment will be accepted by cashier's check, money order, or certified check made out to the D.C. Treasurer, and provided to the Office of Government Ethics.

Respondent understands that upon full satisfaction of the terms of this settlement agreement, including payment in full of the \$20,000 fine, the Ethics Board will issue an Order dismissing the remaining counts of the Amended Notice of Violation with prejudice and the matter as to Respondent will be closed.

Respondent also agrees to extend the deadline for the Office of Government Ethics, the Board of Ethics and Government Accountability to respond to the pending Freedom of Information Act appeal to the Mayor from Friday, July 25, 2014, to Friday, August 1, 2014. In addition, upon receipt of the Ethics Board Order dismissing the remaining counts of the Amended Notice of Violation with prejudice, Respondent agrees to withdraw the pending Freedom of Information Act appeal to the Mayor in its entirety.

Respondent also understands that if she fails to pay the \$20,000 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 will issue an Order assessing the \$20,000 fine and may file a petition in the Superior Court of the District of Columbia for enforcement of this Negotiated Disposition and the accompanying Ethics Board Order assessing the fine. Respondent agrees that this Negotiated Disposition is not just an admission but constitutes various factual admissions by her that may be used in any subsequent Board of Ethics and Government Accountability ("BEGA") enforcement or BEGA-initiated 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, 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 Ethics Board may impose sanctions

up to the full statutory amount (\$5,000 per violation) as provided in the Ethics Act.² Respondent acknowledges that an open and adversarial hearing in this matter was in progress at the time she entered into this settlement and agrees that all testimony taken, evidence entered, and rulings made in connection with that open and adversarial hearing shall be part of the Ethics Board's official record in any future open and adversarial hearing conducted in this matter. 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. Respondent also knowingly and intelligently waives her right to raise an *ex post facto* challenge to allow the Ethics Board to impose a fine for conduct that occurred prior to the enactment of BEGA's emergency legislation on January 29, 2012.

The mutual promises outlined herein constitute the entire agreement in the above-titled action. By our signatures, we agree to the terms outlined herein.


M. Oates Walker

7/22/14
Date


Darrin Sobin
Director of Government Ethics

7/22/14
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:


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

7/22/14
Date

² Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).