

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



Office of Government Ethics

In Re: M. Poindexter
Case No.: 1213-001

NEGOTIATED DISPOSITION

Pursuant to D.C. Official Code § 1-1162.21(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 (“OGE”) hereby enters into this Negotiated Disposition Agreement with the Respondent M. Poindexter. Respondent agrees that the resulting Negotiated Disposition Agreement is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Respondent was an employee of the District of Columbia Office of Administrative Hearings (“OAH”) from January 2001 to March 2014, serving as an Administrative Law Judge and as Deputy Chief Administrative Law Judge. In 2012 and 2013, Respondent was the OAH Deputy Chief Administrative Law Judge. In March 2013, Respondent sent a cover letter, on OAH letterhead, to a life insurance company, regarding a private matter in which Respondent and/or a relative might benefit financially as beneficiaries. Respondent later was determined by the insurance company not to be a beneficiary. Respondent included his official title at the time, Deputy Chief Administrative Law Judge, on the letter.

In addition, Respondent used his District government email account on at least three occasions in 2012 and 2013 to communicate with other District government employees and a private entity regarding personal matters. In the two email communications with other District government employees, Respondent asked the other employees for information that could benefit his wife. In the email communication with the private entity, Respondent demanded the return of a deposit, an action that would benefit him financially. Respondent informed investigators that the private entity, the subject of numerous consumer complaints, did not respond to Respondent’s communication. Respondent’s OAH signature block appears on these emails.

¹ D.C. Official Code § 1-1162.21(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.”

II. NATURE OF MISCONDUCT

Respondent's conduct in using OAH letterhead and his OAH title for a private matter, which could benefit him or a relative financially, is in violation of District Personnel Manual ("DPM") § 1803.1(a)(1) (Appearance of using public office or position for private gain).² Respondent's conduct in using his District government email, as well as his OAH signature block, on emails concerning personal matters, violates DPM § 1804.1(b) (Using government resources for other than official business).³

III. TERMS OF THE NEGOTIATED DISPOSITION

Respondent acknowledges that his conduct was in violation of the District Code of Conduct and is fined \$500 for each violation listed above, totaling \$1,000. The fine payment shall be paid in four installments of \$250 each, due as follows: January 15, 2015, March 16, 2015, May 15, 2015, and July 15, 2015. Fine payments shall be made by bank check or money order made out to the D.C. Treasurer and provided to OGE. Respondent acknowledges that if the \$1,000 fine, including the monthly installments, are not paid timely as set forth above, then 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 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 Ethics Board may impose sanctions up to the full statutory amount of \$5,000 per violation. 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 manner as a result of Respondent's breach of this agreement.

The mutual promises outlined herein constitute the entire agreement in this case. By our signatures, we agree to the terms outlined herein.



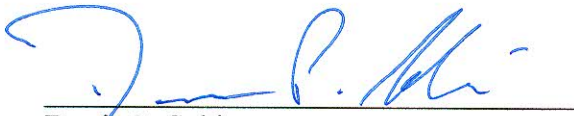
M. Poindexter
Respondent

11-26-14

Date

² DPM § 1803.1(a) provides that "[a]n employee shall avoid action, whether or not specifically prohibited by this chapter, which might result in or create the appearance of . . . [u]sing public office for private gain."

³ DPM § 1804.1(b) provides that "[a]n employee may not engage in any outside employment or other activity which is not compatible with the full and proper discharge of his or her duties and responsibilities as a government employee. Activities or actions which are not compatible with government employment include, but are not limited to, the following: . . . Using government time or resources for other than official business, or government approved or sponsored activities . . ."



Darrin P. Sobin
Director of Government Ethics

11/26/14
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

12/4/14
Date