

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



Office of Government Ethics

In Re: L [REDACTED] Mejia
Case No.: 1310-001

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 Public Negotiated Disposition with the Respondent, L. Mejia. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Respondent has been an employee of the Office of the State Superintendent for Education since February 2013. As the Administrative Officer in the Operations Division, Respondent handles risk management, language access, customer service, travel, and use of the government purchase card, among other responsibilities. Nine (9) employees report to Respondent. In February 2014, Respondent commenced working as a business owner for ACN Opportunity, LLC, a multi-level marketing company that provides telecommunications and energy services. As a business owner at ACN, Respondent indicated that she brings in customers whom she helps to save money on their gas, electric, and phone bills.

When Respondent became an ACN business owner, she stated that she told the employees in her division about her new business because she was excited about it. Respondent also created a checklist of people to contact about becoming customers of ACN, including her subordinates at OSSE. Respondent indicated that she told her employees that if they were interested in lowering their rates on any of their bills, they should let her know. Respondent also invited employees to join ACN if she heard them discussing that they needed money. Respondent stated that people could take on two roles at ACN, either become a business owner like her, or become a customer. Respondent would invite OSSE employees to attend ACN's Saturday meetings at various locations to become business owners with ACN, and if they did not want to become a business owner, she would ask if they wanted to become a customer of ACN and lower their rates on their various phone or utility bills by signing up with her.

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."

Although she had a separate email through ACN, on ten (10) occasions between February 2014 and February 2015, Respondent used her official District government email account to reply to emails related to her outside employment with ACN. These emails often contained Respondent's OSSE signature block, which listed her government phone number and address, as well as her title and position within OSSE.

Respondent also admitted that two of her subordinate employees in the Operations Division of OSSE became customers of hers with ACN during the February 2014 - February 2015 time period. Respondent admitted she received a commission from ACN when these employees paid their respective utility bills, which amounted to anywhere from 1-10% of the employees' bill, because she had brought them in as customers. Respondent was also alerted anytime either of these employees were going to "drop off" the ACN service, which meant the employee was either switching their service to another provider, or that the employee had failed to pay their bills. Throughout the entire time that Respondent was in business with these employees she supervised and was superior to them at OSSE.

II. NATURE OF MISCONDUCT

Respondent's conduct is in violation of at least one (1) section of the District's Code of Conduct, as set forth below:

- ❖ **One:** District of Columbia Official Code § 1-1162.23(a), which states: "No employee shall use his or her official position or title, or personally and substantially participate, through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, in a judicial or other proceeding, application, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, or other particular matter, or attempt to influence the outcome of a particular matter, in a manner that the employee knows is likely to have a direct and predictable effect on the employee's financial interests or the financial interests of a person closely affiliated with the employee."

Respondent's conduct, in creating and maintaining a private business relationship with her District government subordinates, created a conflict of interest in that Respondent actively managed these employees on a day-to-day basis, including allowing them to remain employed with the District. This continued employment enabled the employees to pay their utility bills, which had a direct and predictable effect on Respondent's own financial interests when she received a commission from their bill payments. This dual relationship created an inherent conflict because Respondent's personal financial gain was tied to her subordinates' success as government employees – a role in which Respondent played a significant part given her supervisory status.

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 **\$1800.00** and promises not to engage in such conduct in the future. To wit, Respondent affirms that, as of her signature on this document, she

will not benefit financially from any outside business relationship she had with a subordinate, and that the process to terminate the relationship has been initiated and will be completed within 60 days. In return for Respondent's acknowledgement and promise, the Office will not seek any further remedy or take any further action relating to the above misconduct.

Respondent agrees to pay the **\$1800.00** as follows: The first payment in the amount of \$300.00 will be made by the close of business on June 8, 2015. The remaining \$1500.00 shall be paid as follows: \$250.00 on July 13, 2015, \$250.00 on August 10, 2015, \$250.00 on September 14, 2015, \$250.00 on October 12, 2015, \$250.00 on November 16, 2015, and \$250.00 on December 14, 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 **\$1800.00** 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 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 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 for each violation.² 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 the above-titled action. By our signatures, we agree to the terms outlined herein.


L. Mejia

5/28/15
Date

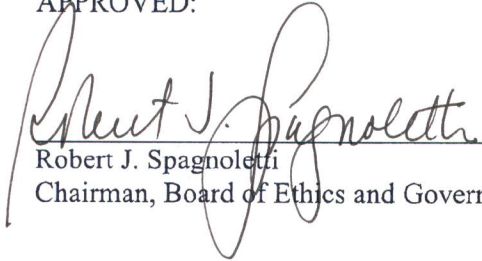

Darin P. Sobin
Director of Government Ethics

6/1/15
Date

² 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

6/1/15
Date

#1310-001

DS/BF/CP