

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



Office of Government Ethics

In Re: T ██████████ Hakim
Case No.: 1389-001

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” or “OGE”) hereby enters into this negotiated settlement agreement with the Respondent, T ██████████ Hakim. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Respondent is currently a Federal Revenue Program Coordinator at the Child and Family Services Agency (“CFSA”) located at 200 I Street, S.E., Washington, D.C. Respondent obtained her government notary commission from the Office of Notary and Authentication in July 2012. As a government notary public, Respondent is precluded from charging the public to notarize documents unless she obtained a dual commission. Respondent does not have a dual commission.

Respondent periodically notarizes Child Protection Registry (“CPR”) background check documents for the public and other documents at CFSA. In July 2015, a witness observed Respondent and at least one other notary charging members of the public a fee to get documents notarized within the agency. The agency referred the matter to this Office.

On August 26, 2015, Respondent was interviewed by OGE’s Investigator and Attorney Advisor. During that interview, Respondent admitted that she charged members of the public \$2 to notarize documents during her tour of duty at CFSA. Respondent also told OGE staff that she received approximately \$20 to \$30 in total from members of the public to notarize their documents. Respondent’s use of her government notary commission was for her own financial benefit. Respondent disclosed that she does not maintain a record of documents she notarized, as required by D.C. Official Code § 1-1211 (2001).

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.”

II. NATURE OF MISCONDUCT

Respondent's conduct is in violation of at least two sections of the District Personnel Manual ("DPM"), as set forth below:

- ❖ **One:** Chapter 18, § 1800.3(g), which states: "Employees shall not use public office or position for private gain."
- ❖ **Two:** Chapter 18, § 1800.3(m), which states: "Employees shall adhere to all federal, state, and local laws and regulations." D.C. Official Code § 1-1211 (2001).

Respondent used her government notary commission, issued by the Office of Notary and Authentication, for her financial benefit. Furthermore, as a notary public, Respondent had a responsibility to uphold the public trust as her duties are to protect the public from fraud and forgery. Respondent's actions violated the ethical standards by using her government notary commission for her financial benefit.

In mitigation of her conduct, Respondent revealed that she stopped charging the public to notarize documents immediately after a co-worker brought to her attention that she was not supposed to charge. Furthermore, Respondent demonstrated remorse and has been fully cooperative with OGE.

III. TERMS OF THE NEGOTIATED SETTLEMENT

Respondent agrees to pay a \$250.00 fine and attend ethics training provided by OGE within six months of the full execution of this Negotiated Disposition Agreement. Respondent also promises not to engage in such conduct in the future. The fine shall be paid by having \$50 per pay period automatically deducted from her bi-weekly paycheck from the District government commencing immediately and continuing until such time as the fine amount is fully 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. In the event that Respondent's employment with the District government 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. Respondent acknowledges that, whether or not OPRS completes these deductions as described herein, Respondent is nonetheless solely responsible for satisfying the fine amount.

Respondent also understands that if she fails to pay the \$250 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 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 Board may impose sanctions up to the full statutory amount (\$5,000 per violation) as provided in the Ethics Act.² 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 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. 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.


T.  Hakim

Darrin Sobin
Director of Government Ethics

Oct 6, 2015
Date

10/5/15
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

10/15/15
Date

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