

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



Office of Government Ethics



In Re: A [REDACTED] Ghenene
Case No.: 18-0019-P

PUBLIC NEGOTIATED DISPOSITION

Pursuant to section 221(a)(4)(A)(v)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 Public Negotiated Disposition with the Respondent, A. Ghenene. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Respondent worked as an Investigator for the Alcoholic Beverage Regulation Administration (“ABRA”) from April 11, 2011, until June 23, 2016. Respondent conducted routine inspections of Alcoholic Beverage Control establishments, investigated consumer complaints such as violations of settlement agreements, investigated alleged incidents in or around such establishments, and conducted operations involving the prevention of sales and service of alcohol to minors. Most of Respondent’s duties were performed within the District of Columbia.

According to the evidence, Respondent engaged in unethical conduct, as explained below.

On May 18, 2016, Respondent reported to work at 7:20 a.m. and signed out a government vehicle bearing license number DC5922. At 8:44 a.m., that same government vehicle was observed in the driveway of Respondent’s home located in Maryland, and remained at the residence until 2:03 p.m. Respondent completed a Runsheet, which stated that he had visited Costco, Chinatown, and his office, as well as took a lunch break between 8:30 a.m. and 3:30 p.m. Respondent reported that he had worked nine hours on his timesheet.

On May 19, 2016, Respondent reported to work at 6:53 a.m. and signed out a government vehicle bearing license number DC5922. At 7:39 a.m., that same vehicle was observed at Respondent’s residence and remained there until 11:44 a.m. Respondent completed a Runsheet, which stated that he had visited ten different business establishments between 8:50 a.m. and 11:25 a.m. Respondent reported that he had worked nine hours on his timesheet.

On May 24, 2016, Respondent reported to work at 7:23 a.m. At 9:15 a.m., Respondent’s

¹ Section 221(a)(4)(A) 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.”

personal vehicle was observed at Respondent's residence and remained there until 10:03 a.m. Respondent completed a Runsheet, which stated that he was at his office between 7:40 a.m. and 2:05 p.m. Respondent reported that he had worked nine hours on his timesheet.

On June 14, 2016, Respondent's personal vehicle was observed at his residence during the time period that Respondent claimed to be on-duty. On June 15, 2016, a District government vehicle was parked in Respondent's driveway during the time Respondent claimed to be on-duty.

II. NATURE OF VIOLATIONS

According to OGE, Respondent violated two sections of the District's Code of Conduct, as set forth below:²

- **One:** District Personnel Manual ("DPM") § 1807.1(b), which states, "[a] District government employee shall not engage in any outside employment or other activity . . . [u]sing government time or resources for other than official business, or government approved or sponsored activities;
- **Two:** DPM § 1808.1, which states, "[a]n employee has a duty to protect and conserve government property and shall not use such property, or allow its use, for other than authorized purposes."

Respondent violated DPM § 1807.1(b) each time that he drove a government vehicle to his residence in Maryland while he was on duty. Respondent also violated this rule when he spent time at his residence while he was on duty. Respondent used government vehicles for personal reasons other than authorized purposes. Respondent was not authorized to use a vehicle outside of the District of Columbia, nor did Respondent request leave to attend to any personal matters during the incidents in question. In mitigation of his conduct, Respondent fully cooperated with OGE staff and expressed remorse for his conduct.

III. TERMS OF THE NEGOTIATED DISPOSITION

Respondent admits that his conduct violated the District Code of Conduct. Respondent agrees to pay a total fine in the amount of **\$4,000.00** to resolve his violations of the District Code of Conduct, in accordance with the following terms and conditions:

1. Respondent agrees to authorize the District of Columbia Office of Pay and Retirement Services ("OPRS") and/or the D.C. Treasurer to deduct payments of **\$154.00** from his bi-weekly paycheck and transfer such funds to the Board of Ethics and Government Accountability, commencing immediately and continuing until the entire fine amount is fully satisfied;

² According to D.C. Official Code § 1-1162.01a, the Ethics Act and "the Code of Conduct shall apply to all employees and public officials serving the District of Columbia, its instrumentalities, subordinate and independent agencies, the Council of the District of Columbia, boards and commissions, and Advisory Neighborhood Commissions, but excluding the courts." The DPM is a part of the Code of Conduct. *See*, D.C. Official Code § 1-1161.01(7)(E).

2. Respondent agrees that, in the event that his employment with the District government ceases prior to complete satisfaction of the fine amount, any outstanding fine amount will be satisfied by deduction in full from Respondent's final paycheck and/or any payment to the Respondent for unused annual leave;
3. Respondent agrees that, whether or not OPRS completes these deductions as described herein, Respondent is nonetheless solely responsible for satisfying the fine amount. Payment will be accepted by certified check or money order, made out to the D.C. Treasurer, delivered to and received by OGE at 441 4th Street NW, Suite 830 South, Washington, DC 20001;
4. All outstanding amounts not paid against the fine will be due in full on or before April 1, 2020 (the "Maturity Date").

Respondent promises not to engage in such conduct in the future, and further agrees to attend an ethics training offered by OGE within six months of the full execution of this Negotiated Disposition Agreement, or no later than September 10, 2019.

In consideration of Respondent's acknowledgement and agreement, OGE will seek no further remedy and will take no further action related to the above misconduct.

Respondent acknowledges and understands that this Negotiated Disposition is only binding upon himself and OGE in resolution of his alleged violations of the Code of Conduct that applies to District government employees and public officials. Respondent acknowledges and understands that OGE does not have the authority to bind any other District or federal government agency to this agreement, including but not limited to the Metropolitan Police Department, the District of Columbia Office of the Attorney General ("OAG"), the Internal Revenue Service ("IRS"), the United States Attorney for the District of Columbia ("USAO") or the United States Department of Justice ("DOJ"). Respondent further acknowledges and understands that notwithstanding the terms of this Negotiated Disposition, his conduct described hereinabove may also subject him to the imposition of civil and/or criminal penalties by other government agencies who are not bound by the terms of this agreement whatsoever.


A. Ghene
Respondent

7/26/19
Date

Respondent also understands that if he fails to pay the \$4,000.00 fine in accordance with the terms set forth hereinabove, 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 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 Board may impose sanctions up to the full statutory amount (\$5,000 per violation) as provided in the Ethics Act for each violation.³ 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.

One year from the date of this Negotiated Disposition, the Respondent may apply for an expungement of this matter. Upon receipt of such an application from the Respondent, the Office will issue a letter notifying the Respondent that this informal admonition has been expunged, provided that all of the following have occurred:

- 1) Respondent has satisfactorily fulfilled the terms herein;
- 2) There are no new or pending allegations of misconduct against Respondent and he has not received any type of employee discipline during this period; and
- 3) Respondent has provided a written certification to the Office, under oath, attesting that these conditions have been met.

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.

[Redacted Signature]

A. Ghenene

2/26/19
Date

[Signature]
Brent Wolfingbarger
Director of Government Ethics

3-17-2019
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:

[Signature]
Tameka Collier
Chairperson, Board of Ethics and Government

3-14-19
Date

³ Section 221 (a)(1) (D.C. Official Code § 1-1162.21 (a)(1)).