

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



**Office of Government Ethics**

In Re: T. Brooks  
Case No. 21-0070-P

**NEGOTIATED DISPOSITION:**

Pursuant to section 221 (a)(4)(E)<sup>1</sup> of the Board of Ethics and Government Accountability Establishment and Comprehensive Ethics Reform Amendment Act of 2011, effective April 27, 2012, D.C. Law 19-124, D.C. Code § 1-1161.01 *et seq.*, (“Ethics Act”), the Office of Government Ethics (the “Office” or “OGE”) hereby enters into this public negotiated settlement agreement with the Respondent, T. Brooks. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

**FINDINGS OF FACT:**

Respondent began working for the District in 2017. Respondent is Crime Scene Investigator with the DC Department of Forensic Sciences (“DFS”). As a Crime Scene Investigator, Respondent responds to crime scenes, takes photographs, collects evidence, and processes evidence. Respondent may also be called to testify in court, as part of her job duties. Respondent has no subordinates.

Respondent owns and operates an outside business through which she sells beauty and cosmetic items. Respondent creates press on nails and makes them available for sale at \$40-\$50 each. Respondent also provides cosmetic services such a make-up application through her outside business. During an interview with BEGA staff, Respondent admitted that she creates products to sell through her outside business during her District government tour of duty. Specifically, Respondent stated that she paints press-on nails during her “down time” at work and that those press-on nails are then made available for sale through her outside business. Respondent stated that she, and her colleagues, are allotted two to three hours per tour of duty to complete reports and process evidence. Respondent considers this time “down time”. Respondent approximated that about a third of her DFS tour of duty is “down time”. Respondent explained that if she does not have to respond to a crime scene and she has completed all of her in-office work, she engages in the nail painting activity.

While Respondent has “down time” everyday that she reports to work, OGE was not able to ascertain the exact amount of time that she used to paint nails. Respondent stated in the interview that some of her DFS colleagues are also clients of her outside business but that she does not service those colleagues during her DFS tour of duty.

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<sup>1</sup> Section 221(a)(4)(E) of the Ethics Act provides, “[i]n addition to any civil penalty imposed under this title, a violation of the Code of Conduct may result in the following: . . . [a] negotiated disposition of a matter offered by the Director of Government Ethics, and accepted by the respondent, subject to approval by the Ethics Board.”

## NATURE OF MISCONDUCT

Respondent violated the following provision of the District Personnel Manual (“DPM”)

**Count One:** Using government time or resources for other than official business, or government approved or sponsored activities in violation of District Personnel Manual (“DPM”) § 1807.1(b)

- Respondent violated this rule when she created products for her outside business during her District government tour of duty.

None of the above-referenced incidents were authorized by the District of Columbia. In mitigation, Respondent fully cooperated with this Office’s investigation. Moreover, by agreeing to settle this matter via a negotiated disposition, Respondent will allow OGE to avoid expending significant time and resources to litigate this matter through a contested hearing, and to focus its finite resources on other investigations.

## TERMS OF THE NEGOTIATED SETTLEMENT

Respondent acknowledges that her conduct was a violation of the Code of Conduct. Respondent agrees to pay a fine in the amount of **\$2,500.00** to resolve this violation 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 **\$96.00** from her bi-weekly paycheck and transfer such funds to the Board of Ethics and Government Accountability, commencing on February 1, 2022 and continuing until the entire fine amount is fully satisfied;
2. Respondent agrees that she is solely responsible for satisfying the fine amount and in the event that her 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; and
4. All outstanding amounts not paid against the fine will be due in full on or before February 1, 2023 (the "Maturity Date").

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 herself and OGE in resolution of her violations of the Code of Conduct that applies to District government employees and public officials. Nonetheless, the Respondent knowingly and willingly waives her right to appeal the accompanying Board Order imposing a fine in this matter in exchange for the concessions made by this Office in this Negotiated Disposition.


Respondent further understands that if she fails to adhere to this agreement, OGE may instead, at its sole option, send any unpaid fine amount to collections or 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 (\$5,000.00 per violation) as provided in the Ethics Act for each violation.<sup>2</sup> Because OGE 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 matter as a result of Respondent's breach of this agreement. Respondent also understands that if she fails to pay the 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.

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 therein.

[Redacted Signature]

Brooks  
Respondent

12/20/2021  
Date

  
\_\_\_\_\_  
Ashley D. Cooks  
Director of Government Ethics

1/4/2022  
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 Chairperson below.

APPROVED:



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Norma Hutcheson  
Chairperson, Board of Ethics and Government Accountability  
#21-0070-P  
AC/ASM

1/6/2022  
Date

<sup>2</sup> Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).

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



Office of Government Ethics

IN RE: T [REDACTED] Brooks  
Respondent

CASE No.: 21-0070-P

**ORDER**

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on January 6, 2022, and upon the entire record in this case; it is, therefore

ORDERED that Respondent pay a civil penalty in the amount of **TWO THOUSAND FIVE HUNDRED DOLLARS** (\$2,500.00).

This Order is effective upon approval by the Board of Ethics and Government Accountability, as demonstrated by the signature of the Chairperson below.

A handwritten signature in black ink that reads "Norma B. Hutcheson".

NORMA HUTCHESON  
Chair, Board of Ethics and Government Accountability

1/6/2022

Date