

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

Office of Government Ethics



In Re: L. Graves  
Case No. 23-0100-P & 23-0105-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, L. Graves. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

**FINDINGS OF FACT:**

Respondent is currently employed with the District of Columbia’s Public Library (“DCPL”) as the Human Resources Director. She began her employment with DCPL in November 2021. Her tour of duty is from 9:00 a.m. to 5 p.m. As the Human Resources Director, Respondent is responsible for the oversight and management of Employee and Labor Relations, Talent Acquisition and Recruitment, Benefits, Leave Administration, Classification, Compensation, and Payroll. During her employment with DCPL, Respondent maintained two additional jobs; one full-time job as Senior Human Resources Manager with Blackstone Consulting, Incorporated (“Blackstone” or “BCI”), headquartered in Los Angeles, California, and a contract job as a Doula at Doulas of Capitol Hill in Washington, D.C. Respondent began her employment with Blackstone in February 2020 and joined Doulas of Capitol Hill between 2018 and 2019. Respondent has worked all three jobs since 2021.

OGE’s investigation revealed that Respondent did not disclose to her DCPL supervisors that she worked multiple outside jobs. In an interview with OGE, Respondent admitted to maintaining these additional jobs but claimed that she worked them outside of her District government tour of duty. Based on the evidence and witness testimony, OGE concluded that the Respondent’s statements regarding her tour of duty and outside activity were false. Firstly, OGE discovered that Respondent offered doula consultations during times that directly conflicted with her District government tour of duty. Respondent allowed potential clients to schedule consultations through the Doulas of Capitol Hill website on weekdays between the hours of 2 p.m. and 4 p.m.<sup>2</sup> Secondly, witness testimony revealed that the Respondent frequently could not be reached throughout the workday regardless of whether she worked in the office or virtually. In one instance, Respondent was reported missing from the office. OGE found a contractual agreement which showed that Respondent was scheduled to assist with a birthing delivery on the day she was reported missing and confirmed that Respondent was delivering a baby on that day. Since 2021, Respondent has

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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.”

<sup>2</sup> [REDACTED] – Doulas of Capitol Hill.

earned between \$7,200 and 12,000 per year for her work as a doula. Thirdly, OGE found several email communications sent by the Respondent to Blackstone during her DCPL tour of duty. Most of the communications were sent between the hours 11 a.m. to 5:30 p.m. Eastern Standard Time (EST). Respondent's emails contained Blackstone work product such as excel spreadsheets, separation agreements, and meeting requests.

Additionally, our investigation revealed that Respondent misused her District government email by communicating with her outside employers from her District government email address. Respondent also forwarded various internal District government documents to her outside job at Blackstone such as technology agreements. OGE also discovered an email entitled "2023 Bonus and Merit BCI," which contained several Blackstone employees' new annual salary information after their bonuses and merit percentages had been calculated. Respondent's emails also indicate that she attended meetings with Blackstone employees during her District tour of duty.

Lastly, OGE's investigation revealed that Respondent attended a "BCI Leadership Symposium" from July 7, 2023, until July 12, 2023, for which she submitted two and a half days of telework pay with DCPL. OGE was able to recover flight confirmations for this trip, as well as a PowerPoint presentation that the Respondent was to have an active role in presenting. Respondent made approximately \$97,933.46 in 2021, and \$143,871.89 in 2022 at Blackstone. Her annual wages for 2023 were not available at the time of the investigation.

#### 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 maintained her full-time employment with Blackstone Consulting, Incorporated that included working during her DCPL tour of duty. Respondent violated this rule when she participated in meetings, attended a conference, and corresponded with her colleagues at Blackstone Consulting, Incorporated during the same tour of duty that she worked as Human Resources Director for DCPL.

**Count Two:** 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 maintained employment with Duolas of Capitol Hill that directly conflicted with her DCPL tour of duty. Respondent violated this rule when she conducted in-person duties and responsibilities as a doula during the same tour of duty that she worked at DCPL.

**Count Three:** Receiving compensation for [outside] activities during regular working hours, without using annual leave, compensatory leave, exempt time off, or leave without pay in violation of DPM § 1807.2.

- Respondent violated this rule by receiving pay for her duties as a doula at Duolas of Capitol Hill on August 31, 2023 and October 16, 2023, while also

being paid for a full workday at DCPL. There are corresponding contractual documents that require Respondent to assist with labor and delivery on each of these days. Respondent's fee-for-service contract provided that she received \$800 for labor and delivery support. Respondent admitted to performing approximately three to five deliveries per year.

**Count Four:** Using government property for other than authorized purposes in violation of DPM §1808.1.

- Respondent violated this rule when she used her District government email to correspond with her colleagues at Blackstone; attended Blackstone meetings during her DCPL tour of duty; and when she forwarded various District technology agreements to use as templates for her outside work.

**None of the above-referenced conduct was authorized by the District of Columbia and Respondent's conduct offends the very fabric of the government's integrity and accountability.**

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 an egregious violation of the Code of Conduct. Respondent agrees to pay a fine in the amount of \$17,500.00 to resolve this violation of the District Code of Conduct, in accordance with the following terms and conditions:

Respondent further agrees to pay a fine in the amount of SEVENTEEN THOUSAND FIVE-HUNDRED DOLLARS (\$17,500.00), as outlined below.

1. Respondent agrees to make a lump sum payment of \$12,500 on May 3, 2024.
2. Respondent agrees to payments in the amount of \$385 bi-weekly, via automatic deduction from Respondent's paycheck, commencing on June 7, 2024, and continuing the 1st day of every month until the entire fine amount is fully satisfied;
3. By this agreement, Respondent expressly authorizes the Office of Pay and Retirement Services (OPRS) to make these bi-weekly deductions and to transfer such funds to the Board of Ethics and Government Accountability;
4. 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;
5. Respondent agrees to satisfy the entire fine amount by May 2, 2025;

6. Respondent acknowledges that, whether OPRS completes these deductions as described herein, Respondent is nonetheless solely responsible for satisfying the fine. Payment will be accepted by certified check or money order, made out to the D.C. Treasurer, delivered to and received by OGE at 1030 15<sup>th</sup> Street, NW, Suite 700, Washington, DC 20005 or by electronic payment at <https://dcwebforms.dc.gov/pay/bega1/> using transaction ID 23-0100-P or 23-0105-P;

7. The total fine amount shall be due in full on or before May 2, 2025 (the "Maturity Date");

8. Respondent agrees to attend ethics training no later than July 1, 2024.

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>3</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.

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.

  
Respondent  
  
Graves  
  
Date

  
Ashley D. Cooks  
Director of Government Ethics  
  
Date

<sup>3</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: [REDACTED] GRAVES

Respondent

CASE Nos.: 23-0100-P &  
23-0105-P



**ORDER**

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on April 4, 2024, and upon the entire record in this case; it is, therefore **ORDERED** that Respondent pay a civil penalty in the amount of **SEVENTEEN THOUSAND FIVE-HUNDREND DOLLARS** (\$17,500.00).

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. Hutchesson".

4/4/2024

**NORMA HUTCHESON**  
Chair, Board of Ethics and Government Accountability

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:

4/4/2024



Date

**Norma Hutcherson**  
Chairperson, Board of Ethics and Government Accountability  
#23-0100-P & #23-0105-P  
AC/FV