

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

**OFFICE OF GOVERNMENT ETHICS**



In Re: J. Scott  
Case No.: 24-0045-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, J. Scott. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

**FINDINGS OF FACT**

The Respondent has been a District employee since June 22, 2014, and currently serves as a Measurement and Planning Analyst/Contract Specialist for the District of Columbia Office of Contracting and Procurement (“OCP”). On February 20, 2024, Respondent used his District government email account to send an email on behalf of Ms. [REDACTED] an individual for whom he is a personal representative. The email was sent to a District of Columbia landlord. The landlord has rented to at least one DC Department of Human Resources (DHS) client and also obtained a judgment in the District of Columbia Superior Court against the individual for whom Respondent serves as personal representative. Respondent’s email was subsequently reported to DHS by the landlord, as a conflict of interest. The email contained the Respondent’s government title and contact information.

During an interview with BEGA, Respondent admitted that he had sent the aforementioned email to the landlord during his lunch break in hopes of quickly resolving an issue he believed to be pressing. The Respondent explained that he had resided with Ms. [REDACTED] for thirty-six years in Northwest D.C. He noted that he was under significant stress as Ms. [REDACTED] had recently suffered a stroke when he discovered that a judgment had been entered against her for allegedly occupying a home in Southeast D.C. illegally. He was further surprised to learn that a woman claiming to be Ms. [REDACTED]’s daughter had received the summons before the judgment, as Ms. [REDACTED] had neither children nor residency in Southeast D.C. The Respondent expressed his immediate intention to inform the landlord of the mistake and during his lunch break, sent an email from his government email address to clarify the misunderstanding. He stated that he understood that, moving forward, he should refrain from using his work email for personal matters.

This office’s investigation revealed that the Respondent received approximately 100 non-District government related emails and sent thirty-two emails between September 20, 2023, and February 27, 2024. The emails pertained to personal matters related to improving the Respondent’s credit so he could

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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.”

buy a house and managing matters related to his power of attorney over Ms. [REDACTED]. The sent emails contained Respondent's signature line showing his employing agency and government title.

### NATURE OF MISCONDUCT

Respondent violated the following provisions of the District Personnel Manual ("DPM"):

- ❖ **Count One:** DPM § 1808.1 - Employees shall protect and conserve government property and shall not use it for other than authorized activities.
  - The Respondent violated this rule when, on dozens of occasions, he used his government email address for his personal affairs.

In mitigation, the Respondent acknowledged that using his government email for personal matters was inappropriate and is committed to refraining from such actions in the future.

### TERMS OF THE NEGOTIATED SETTLEMENT

Respondent acknowledges that his conduct was a violation of the Code of Conduct. Respondent agrees to abide by the District's Code of Conduct. Respondent agrees to pay a fine in the amount of **\$750.00**. Respondent agrees to pay the total **SEVEN HUNDRED AND FIFTY DOLLARS** as outlined below. Additionally, Respondent agrees not to engage in such conduct in the future, and to attend a full ethics training course within one month of the execution of this Agreement.

1. Respondent agrees to pay a fine in the amount of \$750.00 by **June 4, 2024**, by certified check or money order, made out to the D.C. Treasurer, delivered to and received by OGE at 1030 15th Street NW, Suite 700, Washington, DC 20005 or by electronic payment at <https://dcwebforms.dc.gov/pay/bega1/> using transaction ID 24-0039-P;
2. 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.

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. 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 this investigation.


Respondent understands that if he fails to pay the full **\$750.00 fine** in accordance with the terms set forth here, 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 failure to pay the fine amount will result in collection action. Respondent further understands that if he fails to adhere to this agreement, OGE 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 (\$5,000.00 per violation) as provided

in the Ethics Act for each violation.<sup>2</sup> 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 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 above.

 *Scott*

April 1, 2024

 **Scott**  
Respondent

**Date**

*Ashley D. Cooks*

4/2/2024

**Ashley D. Cooks**  
Director of Government Ethics

**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:

*Norma B. Hutcheson*

4/4/2024

**Norma Hutcheson**  
Chairperson,  
Board of Ethics and Government Accountability

**Date**

#24-0045-P  
AC/ASM/MJ

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

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Respondent

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**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 **SEVEN HUNDRED AND FIFTY DOLLARS (\$750.00)**;

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". The signature is written in a cursive style with a horizontal line extending to the right from the end of the name.

**Norma Hutcheson**  
Chairperson, Board of Ethics and Government  
Accountability

4/4/2024

**Date**