

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



Office of Government Ethics

In Re: B [REDACTED] Wade
Case No.: 1028-004

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”) hereby enters into this negotiated settlement agreement with the Respondent, B [REDACTED] Wade. Ms. Wade agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Ms. Wade is a Contact Representative at the D.C. Department of Consumer and Regulatory Affairs (“DCRA”). On May 17, 2013, Ms. Wade’s regularly scheduled tour of duty was 8:00 a.m. to 5:00 p.m. and she was required to be at work during those hours. On May 9, 2013, at approximately 12:17 p.m., Ms. Wade was in the Safeway at 1100 4th St. SW, located next door to Ms. Wade’s work location. Ms. Wade placed a number of items, including water, orange juice, deodorant, a slice of cake, cupcakes, and hot bar items, and placed them into her tote bag, which was in the shopping cart. She then exited the Safeway inner door without paying for the items. The items were recovered by Safeway security personnel. The total value of the items was \$45.42. Ms. Wade was observed taking the two cupcakes and placing them into her tote bag in the shopping cart by a Safeway security guard. She was recorded on Safeway surveillance videos taking the hot bar food and other items and placing them into her tote bag in the shopping cart. In the recordings, Ms. Wade’s D.C. government employee ID clearly is visible hanging from a lanyard around her neck.

Ms. Wade was not arrested by Metropolitan Police Department officers who were called to the scene. In her June 17, 2013, interview with Office of Government Ethics (“OGE”) personnel, Ms. Wade admitted that while in Safeway she took various items from Safeway, placed the items in a tote bag, and walked out of Safeway without paying for them.

II. NATURE OF MISCONDUCT

Ms. Wade’s conduct is in violation of the District Personnel Manual (“DPM”) Chapter 18, § 1804.1(i), which states:

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.”

An employee may not engage in any outside employment or other activity which is not compatible with the full and proper discharge of his or her duties and responsibilities as a government employee. Activities or actions which are not compatible with government employment include, but are not limited to, the following:

- (i) Engaging in any outside employment, private business activity, or other interest which is in violation of federal or District law.

Ms. Wade's conduct is in violation of District law, Theft in the second degree, D.C. Official Code § 22-3211.

III. TERMS OF THE NEGOTIATED SETTLEMENT


Ms. Wade acknowledges that her conduct was in violation of the District Code of Conduct. Ms. Wade agrees to pay a fine in the amount of \$350 and promises not to engage in such conduct in the future. In return for Ms. Wade's acknowledgement and promise, the Office will not seek any further remedy or take any further action relating to the above misconduct.

Ms. Wade understands that \$50 of the \$350 fine is due upon the execution of this Negotiated Settlement Agreement. The remaining \$300 sum is due in six monthly installments as follows: \$50 on August 21st, \$50 September 18th; \$50 October 16th; \$50.00 on November 13th; \$50 on December 11th; \$50.00; January 8th. Payment(s) will be accepted by money order, made out to the D.C. Treasurer and provided to OGE.

Ms. Wade also understands that if she fails to pay the \$350 fine in the manner and within the time limit provided above, pursuant to Section 221(a)(5)(A) of the Ethics Act, the Ethics Board may file a petition for enforcement of this settlement and accompanying Board Order assessing this penalty in the Superior Court of the District of Columbia.

Ms. Wade 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) 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, Ms. Wade agrees to waive any statute of limitation defenses should the Board decide to proceed in that manner as a result of Ms. Wade'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.


B. Wade

7-24-2013
Date


Darrin P. Sobin
Director of Government Ethics

7/24/13
Date

² D.C. Official Code § 1-1162.14(a)(1)

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

8/1/13
Date