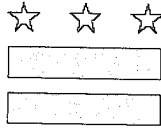


**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
BOARD OF ETHICS AND GOVERNMENT ACCOUNTABILITY**



**Office of Government Ethics**

In Re: C [REDACTED] Curry  
Case No.: 1019-013

NEGOTIATED DISPOSITION

Pursuant to section 221 (a)(4)(E) 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” or “OGE”) hereby enters into this public negotiated settlement agreement with the Respondent, C [REDACTED] Curry.<sup>1</sup> Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Respondent works as a [REDACTED] for the Department of Employment Services (“DOES”). Respondent’s office is located at [REDACTED], within the American Job Center Southeast. Respondent’s job duties include assisting District residents with obtaining employment and job training, and resume drafting. Respondent also attends different events throughout the city in which he promotes DOES’s mission to employ residents of the District. In addition to his government employment, Respondent owns “Every Breath Counts” which is a business that provides CPR/First Aid training. Respondent has been the sole-operator of Every Breath Counts for the past six-years.

During the course of the investigation, it was revealed that Respondent had used his government email account to send emails that were related to his CPR/First Aid business. On March 22, 2016, Respondent used his government email account to send certification materials to an Every Breath Counts CPR/First Aid customer. The email contained an attachment which consisted of a National Safety Council CPR/First Aid Course certificate and card. On September 27, 2016, Respondent used his government email to send an invoice to a CPR/First Aid customer. The invoice was for a CPR/First Aid class that Respondent conducted on August 18, 2016. On

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<sup>1</sup> 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.”

March 9, 2017, Respondent sent an email concerning his company to another DOES employee. That email contained his company's website, contact information, and a statement that "customers will receive a 2-year certification for CPR and First Aid." Respondent was on-duty each time that he sent the above mentioned emails.

## II. NATURE OF MISCONDUCT

Respondent's conduct is in violation of at least one section of the District Personnel Manual ("DPM"), as set forth below:

- ❖ **One:** Chapter 18, § 1807.1 (b), which provides: "[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."

On at least three occasions, Respondent engaged in matters regarding his CPR/First business while on duty and by using his government computer and email account, in violation of DPM § 1807.1 (b). Respondent's activity was not official government business, nor a government approved or sponsored activity. In mitigation of his conduct, Respondent cooperated with OGE staff. Respondent stated that he unknowingly sent the emails, but admitted that his conduct constituted an ethics violation.


## III. TERMS OF THE NEGOTIATED SETTLEMENT

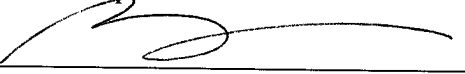
Respondent acknowledges that his conduct was in violation of the District Code of Conduct in that he used government email account, which contained his official signature, and government computer to conduct unofficial business. Respondent agrees to pay a **\$250.00 fine** and attend ethics training provided by OGE within six months of the full execution of this Negotiated Disposition Agreement. Respondent also promises not to engage in such conduct in the future. The fine shall be paid by having **\$250.00** automatically deducted from Respondent's bi-weekly paycheck from the District government commencing immediately after approval by the Board. By this agreement, Respondent expressly authorizes the Office of Pay and Retirement Services (OPRS) to make these deductions and to transfer such funds to the Board of Ethics and Government Accountability. 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. Respondent acknowledges that, whether or not OPRS completes these deductions as described herein, Respondent is nonetheless solely responsible for satisfying the fine amount.

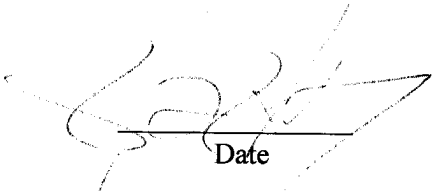
Respondent also understands that if he fails to pay the **\$250.00 fine** in the manner and within the time limit provided above, pursuant to Section 221 (a)(5)(A) of the Ethics Act (D.C. Official Code § 1-1162.21 (a)(5)(A)), the Ethics Board may file a petition in the Superior Court of the District 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.<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 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.

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.

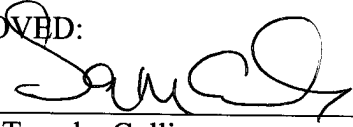
  
\_\_\_\_\_  
C. Curry  
Respondent

  
\_\_\_\_\_  
Brian K. Flowers  
Interim Director of Government Ethics

  
\_\_\_\_\_  
Date

8/28/17  
\_\_\_\_\_  
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:   
\_\_\_\_\_  
Tameka Collier  
Chairperson, Board of Ethics and Government Accountability

9/7/17  
\_\_\_\_\_  
Date

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

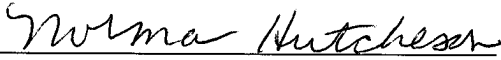


Carol Schwartz

Board Member, Board of Ethics and Government Accountability

9/7/17

Date

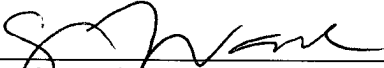


Norma Hutcheson

Board Member, Board of Ethics and Government Accountability

9/7/17

Date



Shomari Wade

Board Member, Board of Ethics and Government Accountability

9/7/17

Date

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



[Redacted Box]  
[Redacted Box]

IN RE: C [Redacted] Curry,  
  
Respondent

CASE No. 1019-013

ORDER

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on the 7th day of September, 2017, and upon the entire record in this case; it is, therefore

ORDERED that Respondent pay a civil penalty in the amount of TWO HUNDRED FIFTY DOLLARS (\$250.00).

This Order is effective upon approval by the Board.

*Tameka Collier*

Tameka Collier  
Chairperson, Board of Ethics and Government Accountability

9/7/19  
Date

*Carol Schwartz*

Carol Schwartz  
Member, Board of Ethics and Government Accountability

9/7/17  
Date

*Norma Hutcheson*

Norma Hutcheson  
Member, Board of Ethics and Government Accountability

9/7/17  
Date

*Shomari Wade*

Shomari Wade  
Member, Board of Ethics and Government Accountability

9/17/17  
Date