

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

Office of Government Ethics



In Re: C. Troxler
Case No. 23-0012-P

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, 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, C. Troxler. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

FINDINGS OF FACT:

Respondent has served as the Marketing and Communications Assistant at University of the District of Columbia’s College of Agriculture, Urban Sustainability and Environmental Sciences (CAUSES) since June 2020. In that role, the Respondent is responsible for publishing physical and digital marketing materials for the college, promoting events, programs and courses, and maintaining the college’s social media and online presence. In addition to her District employment, the Respondent also owns an apparel company called Carbon Black DC, LLC.

In or around August 2022, the Respondent was asked to purchase approximately 50 iron-on backpack seals for youth who participated in a summer camp hosted by CAUSES. The Respondent reached out to several vendors to fulfill this order, however, due to the small size of the order and the short turn-around time CAUSES was asking for, the Respondent was unable to locate a vendor that could complete the order. The Respondent then informed her supervisor that she knew of a local vendor called Carbon Black DC, LLC that could fulfill the order, however, the Respondent did not inform her supervisor that she was the owner of Carbon Black DC, LLC. On or about August 23, 2022, after getting approval to purchase the seals from Carbon Black DC, LLC, the Respondent used a District government Purchase Card to pay Carbon Black DC, LLC \$380.17. The Respondent produced the seals to UDC and retained the funds used to make the purchase.

During an interview, Respondent informed OGE staff that she had not received ethics training prior to the above-described incident.

NATURE OF MISCONDUCT

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

¹ 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.”

Count One: Using District government title and position or personally and substantially participating in a decision, approval, recommendation, or otherwise that had a direct and predictable effect on the employee's financial interests in violation of D.C. Code § 1-1162.23(a).

- Respondent violated this rule when she made the decision as the Marketing and Communication Assistant at CAUSES to recommend her own company to fulfill an order for iron-on backpack seals and ultimately using the District's Purchase Card to purchase the items from her own apparel company.

Count Two: Using government property for other than authorized purposes in violation of DPM § 1808.

- Respondent violated this rule when she utilized the District government Purchase Card and funds to purchase items from her own apparel company without informing her supervisor that she was using the card to pay her own company.

The Respondent's conduct as described above was not knowingly authorized by the District of Columbia. Respondent was suspended without pay for three days. In mitigation, Respondent 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 and agrees not to engage in such conduct in the future. Respondent also agrees to attend ethics training within three (3) months of execution of this negotiated disposition. Respondent agrees to pay a fine in the amount of **\$500.00** to resolve this violation of the District Code of Conduct, in accordance with the following terms and conditions:

1. Respondent agrees to payments in the amount of **\$50.00** via automatic deduction from Respondent's paycheck, commencing on March 1, 2023, and continuing the 1st day of every month until the entire fine amount is fully satisfied;
2. 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;
3. 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;

4. Respondent acknowledges that, whether or not OPRS completes these deductions as described herein, Respondent is nonetheless solely responsible for satisfying the fine amount and may do so using the following payment link: <https://dcwebforms.dc.gov/pay/bega1/>
5. The total fine amount shall be due in full on or before **December 1, 2023** (the "Maturity Date").
6. Respondent agrees to attend ethics training within six months of execution of this agreement.

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.

Pursuant to 3 DCMR 5902.13, Respondent may apply for expungement one (1) year from the effective date of this Negotiated Disposition.

Respondent acknowledges that if Respondent fails to pay the \$500.00 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 Negotiated Disposition 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 her that may be used in any subsequent enforcement or judicial proceeding that may result from her failure to comply with this agreement.


Respondent acknowledges and understands that this Negotiated Disposition is binding upon herself and OGE in resolution of her violations of the Code of Conduct that applies to District government employees and public officials. 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.² 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

² Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).

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.

 *Troxler*

Troxler
Respondent

2/28/23
Date



Ashley D. Cooks
Director of Government Ethics

3/1/2023
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:



3/2/2020
Date

Norma Hutcheson
Chairperson, BEGA
#23-0012-P
MJ/RC/AC

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

Office of Government Ethics

IN RE: C [REDACTED] Troxler
Respondent

CASE No.: 23-0012-P

ORDER

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on March 2, 2023, and upon the entire record in this case; it is, therefore

ORDERED that Respondent pay a civil penalty in the amount of **FIVE HUNDRED DOLLARS** (\$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.



3/2/2023

NORMA HUTCHESON
Chair, Board of Ethics and Government Accountability

Date