

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

Office of Government Ethics



In Re: L. Samuels  
Case No. 23-0029-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. Samuels. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

FINDINGS OF FACT:

Respondent served as a Grant Manager with the Department of Employment Services (“DOES”). In that role, the Respondent worked with various grantees on the “Jobs First” and “Job Readiness” grants awarded by the District. Respondent routinely worked with grantee, Byte Back, as part of his primary job responsibilities and served as their central point of contact at DOES. In September of 2022, the Respondent was placed on paid administrative leave for reasons unrelated to this case. The Respondent remained on administrative leave until December 2022, when DOES terminated his employment.

In or around October 2022 and while on paid administrative leave, Respondent received a LinkedIn message from a Byte Back employee indicating that Respondent should apply for a position with their organization. Respondent subsequently submitted an application for employment with Byte Back and underwent the interview process. Respondent was offered and accepted a position with Byte Back, despite still being employed with DOES. Respondent began working for Byte Back in or around November 2022.

In or around late November 2022, the Respondent was requested to appear at an onboarding meeting in which he would be introduced to DOES as the new Byte Back liaison. Respondent attended the meeting and DOES became alerted about his new employment. DOES communicated to Byte Back that Respondent was still their employee. As a result, in early December 2022, Respondent resigned from his employment with DOES and was terminated from Byte Back. During his employment with Byte Back, Respondent earned \$2,848.52 in wages and vacation time.

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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.”

## NATURE OF MISCONDUCT

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

**Count One:** Employees shall not engage in outside employment or activities, including seeking or negotiating for employment, that conflict with their official government duties and responsibilities. DPM § 1800.3 (j).

- Respondent violated this rule when he applied for and began employment with Byte Back while on paid administrative leave. Respondent's employment with Byte Back conflicted with his government employment because he routinely worked with Byte Back as a part of his official duties as a Grant Manager and then became the liaison between DOES and Byte Back, therefore creating a situation in which he could engage in conduct that benefitted Byte Back or himself.

**Count Two:** District government employee shall not engage in any outside employment or other activity incompatible with the full and proper discharge of his or her duties and responsibilities including using government time or resources for other than official business, or government approved or sponsored activities in violation of DPM § 1807(b).

- Respondent violated this rule when he began working for Byte Back while he was employed by DOES. Although on administrative leave, Respondent received bi-weekly payroll payments from DOES for his regular working hours. Respondent engaged in employment for Byte Back during the same tour of duty that he normally worked for DOES and that he was being paid for by DOES.

The Respondent's conduct as described above was not knowingly authorized by the District of Columbia. In mitigation, Respondent cooperated with this Office's investigation. Respondent also indicated that he reached out to DOES HR Specialist and Union Representative regarding his employment restrictions but received no response. 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 his 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, if re-employed with District government. Respondent agrees to pay a fine in the amount of **\$1,500.00** to resolve this violation of the District Code of Conduct, in accordance with the following terms and conditions:

1. Respondent is solely responsible for satisfying the fine amount by July 8, 2023. Payment will be accepted by certified check or money order, made out to the D.C. Treasurer, delivered to and received by BEGA at 441 4th Street NW, Suite 830 South, Washington,

DC 20001 or by electronic payment at <https://dcwebforms.dc.gov/pay/bega1/> using transaction ID 23-0029-P;

2. All outstanding amounts not paid against the fine will be due in full on or before July 8, 2024 (the "Maturity Date").

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 that if Respondent fails to pay the \$1,500.00 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 him that may be used in any subsequent enforcement or judicial proceeding that may result from his failure to comply with this agreement.

Respondent acknowledges and understands that this Negotiated Disposition is binding upon him and OGE in resolution of his violations of the Code of Conduct that applies to District government employees and public officials. Respondent knowingly and willingly waives his 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 he 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>2</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.<sup>2</sup>

Respondent also understands that if he 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.

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



5/19/23

Date

L. Samuels  
Respondent

*Anc*

6-8-2023

Date

Ashley D. Cooks  
Director of Government Ethics

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*

6-8-2023

Date

Norma Hutcheson  
Chairperson, BEGA  
#23-0023-P  
FV/IC/AC

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

Office of Government Ethics

IN RE: L ■ Samuels  
Respondent

CASE No.: 23-0029-P

**ORDER**

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on June 8, 2023, and upon the entire record in this case; it is, therefore ORDERED that Respondent pay a civil penalty in the amount of **ONE THOUSAND FIVE DOLLARS** (\$1,500.00).

This Order is effective upon approval by the Board of Ethics and Government Accountability, as demonstrated by the signature of the Chairperson below.



NORMA HUTCHESON  
Chair, Board of Ethics and Government Accountability

6-8-2023

Date