

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



Office of Government Ethics

In Re: L [REDACTED] Godfrey
Case No.: 1085-001

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 § 1-1162.21(a)(4)(E)), the Office of Government Ethics (the “Office”) hereby enters into this negotiated settlement agreement with the Respondent, L [REDACTED] Godfrey. Ms. Godfrey agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Ms. Godfrey has worked for the D.C. Office of the Chief Financial Officer (“OCFO”) for approximately 5 years. She currently is a Customer Service Team Lead employee in the OCFO’s Office of Tax and Revenue. In January 2012, Ms. Godfrey began using her mother’s Maryland issued disability placard to park in the vicinity of her D.C. work location. Ms. Godfrey used the disability placard sporadically from January 2012 until September 2012 so that she could remain in one metered parking spot for more than the posted two hour time allotment. Although users of disability placards during that time period were not required to pay for metered parking, Ms. Godfrey nonetheless paid for the two hour allotment. She used the disability placard to remain in the metered parking spot longer than the two hours she had paid for, at no extra charge. Without the disability placard, she would not have been able to remain in the parking space whether or not she paid, in light of the posted maximum limits for metered parking.²

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.”

² It is worth noting that on March 20, 2012, the rules for disability parking changed. Prior to the rule change, disability placard users could remain in a parking space for an unlimited amount of time without paying. As of March 20, 2012, however, though still free of charge, use of a parking space by placard users is limited to twice the posted limit (i.e., for a one hour limited parking space, a disability placard user must move the vehicle after two hours).

In September 2012, Ms. Godfrey seriously fractured her ankle and, after undergoing surgery, was out of the office until December 2012.³ From December 2012 until February 2013, Ms. Godfrey resumed using the disability placard regularly because her injury caused her to have difficulty walking. She requested that her doctor provide her with the documentation necessary to obtain a disability placard, but she never followed up on the request because she thought she could validly use her mother's disability placard. It was during this period of time that Ms. Godfrey was observed by investigators from the D.C. Office of the Inspector General ("DCOIG") using her mother's disability placard.

Ms. Godfrey was interviewed by DCOIG on February 27, 2013. During that interview, Ms. Godfrey admitted that she used the disability placard during the period January 2012 to September 2012 to park in the vicinity of her D.C. work location, so that she could remain in one parking spot for more than two hours. Ms. Godfrey admitted that during the period December 2012 to February 2013, she used the disability placard because, due to her injury, her ankle swelled if she walked very far. DCOIG investigators told Ms. Godfrey that her use of the disability placard in the manner described, both prior to her injury and after her injury, constituted misuse of the disability placard. Ms. Godfrey states that she then stopped using her mother's disability placard and has not used it since.

II. NATURE OF MISCONDUCT

Ms. Godfrey's conduct is in violation of the District Personnel Manual ("DPM") Chapter 18, § 1806.1, which states: "A District employee shall not use or permit the use of government property, equipment, or material of any kind, including that acquired through lease, for other than officially approved purposes."

Ms. Godfrey used a disability placard, issued by the Maryland government to someone other than herself, for her own personal use and to her financial benefit. Ms. Godfrey's use of the disability placard in the manner described above constitutes misuse of government property.

It is of note that Ms. Godfrey self-reported her misuse of her mother's disability placard during the period January 2012 to September 2012. It is also of note that her misuse of her mother's disability placard during the period December 2012 to February 2012 occurred during a time that medical records reveal that she may have qualified for a disability placard of her own.

III. TERMS OF THE NEGOTIATED SETTLEMENT

Ms. Godfrey acknowledges that her conduct is in violation of the District Code of Conduct. Ms. Godfrey agrees to pay a fine in the amount of \$100 and promises not to engage in such conduct in the future. In return for Ms. Godfrey's acknowledgement and promise, the Office will not seek any further remedy or take any further action relating to the above misconduct.

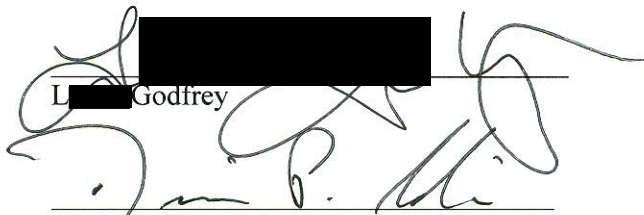
Ms. Godfrey understands that the \$100 fine is due upon the full execution of this Negotiated Settlement Agreement. Payment will be accepted by money order, made out to the D.C. Treasurer, and provided to the Office.

³ Ms. Godfrey voluntarily provided to this Office medical records relating to the injury.


Ms. Godfrey also understands that if she fails to pay the \$100 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. Ms. Godfrey 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.

Ms. Godfrey 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) as provided in the Ethics Act.⁴ Because the Office is, at this time, foregoing requesting that the Ethics Board hold an open and adversarial hearing on this matter, Ms. Godfrey agrees to waive any statute of limitation defenses should the Board decide to proceed in that manner as a result of Ms. Godfrey's breach of this agreement.

The mutual promises outlined herein constitute the entire agreement in the above-titled action. 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.



L. [REDACTED] Godfrey



Darrin P. Sobin
Director of Government Ethics

8/23/13
Date

8/23/13
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:



Robert J. Spagnoletti
Chairman, Board of Ethics and Government Accountability

9/4/13
Date

⁴ Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).