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

Office of Government Ethics

In Re: [redacted]
Case No. 20-0002-P

NEGOTIATED DISPOSITION:

Pursuant to section 221 (a)(4)(A)(v)[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. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

FINDINGS OF FACT:

Respondent served as a Senior Legislative Assistant for a District of Columbia Councilmember, and Deputy Committee Director for the Council's Committee on Education until their resignation on July 9, 2019. Respondent is now employed by a non-profit organization focused on education. In this new capacity, Respondent testified regarding the Public School Transparency Amendment Act (B23-199) before the Committee on Education on October 2, 2019.

Respondent was interviewed by OGE on November 8, 2019. Respondent asserts and maintains they were unaware that their public testimony, on the record, fell within the restriction cited below, or for that matter, any restriction. Respondent stated that they believed that they were complying with both the letter and the spirit of the Council Code of Conduct. Respondent was not placed under oath during their public testimony. Respondent's testimony to the Council at the October 2, 2019 lasted less than 5 minutes. Respondent was one of approximately 60 witnesses at that hearing.

NATURE OF VIOLATIONS

In appearing before their former Councilmember just three months after their separation from the Council and advocating a position on legislation, Respondent violated Rule VIII(c) of the Council Code of Conduct, set forth below:

"A former Council employee shall not, within one year after leaving government service or employment, knowingly make, with the intent to influence, any communication to or appearance before the Councilmember for whom the employee worked or any former subordinate employee, on behalf of any other person, other than the District of Columbia, in connection with any matter on which the former employee seeks action by a Councilmember or Council employee in his or her official capacity."

[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."

None of the above-referenced incidents were authorized by the District of Columbia.

TERMS OF THE NEGOTIATED SETTLEMENT

Respondent acknowledges their actions hereinabove violated the Council Code of Conduct. Accordingly:

1. Respondent agrees to pay $500 in resolution of this matter.

2. Upon execution of this agreement, Respondent may make the payment in its entirety or, in the alternative, tender $50 per month until the balance is paid, beginning on December 9, 2019, and every thirty (30) days thereafter.

3. Payment will be accepted by certified check or money order, made out to the D.C. Treasurer, delivered to and received by OGE at 441 4th Street NW, Suite 830 South, Washington, DC 20001.

4. All outstanding amounts will be due in full on or before December 5, 2020 (the "Maturity Date").

5. Respondent agrees to authorize the D.C. Treasurer to deduct the full amount of the payment or any balance from any monies owed to Respondent by the District government, and transfer such funds to the Board of Ethics and Government Accountability if the total amount is not satisfied by the Maturity Date.

6. Respondent promises not to engage in such conduct in the future.

Respondent acknowledges and understands that this Negotiated Disposition is only binding upon Respondent and OGE in resolution of the specific violation described hereinabove of the Council Code of Conduct. Respondent acknowledges and understands that OGE does not have the authority to bind any other District or federal government agency to this agreement, including but not limited to the Metropolitan Police Department, the Federal Bureau of Investigations, the District of Columbia Office of the Attorney General ("OAG"), the United States Attorney for the District of Columbia ("USAO") or the United States Department of Justice ("DOJ"). Respondent further acknowledges and understands that notwithstanding the terms of this Negotiated Settlement, Respondent's conduct described hereinabove may also subject them to the imposition of civil and/or criminal penalties by other government agencies who are not bound by the terms of this agreement whatsoever.

[redacted]
Respondent

11/29/19
Date

Respondent understands that if Respondent fails to pay the full $500 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 Negotiated Disposition and the accompanying Board Order. Respondent agrees that this Negotiated Disposition constitutes various facts that may be used in any subsequent enforcement or judicial proceeding that may result from Respondent's failure to comply with this agreement. Respondent also understands that, pursuant to section 217 of the Ethics Act (D.C. Official Code § 1-1162.17), Respondent has the right to appeal any order or fine made by the Ethics Board. Nonetheless, the Respondent knowingly and willingly waives this right to appeal the

accompanying Board Order in this matter in exchange for the concessions made by this Office in this Negotiated Disposition.

Respondent further understands that if Respondent fails to adhere to this agreement, OGE 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 Ethics Board may impose sanctions up to the full statutory amount as provided in the Ethics Act for each violation.[2] Because the Office 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.

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.

[redacted]
Respondent

11/29/19
Date

Brent Wolfingbarger
Director of Government Ethics

12-5-2019
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:

Norma B. Hutcheon
Norma B. Hutcheson
Chair, Board of Ethics and Government Accountability

Dec 5, 2019
Date

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

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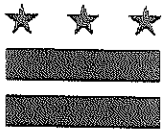
BOARD OF ETHICS AND GOVERNMENT ACCOUNTABILITY



IN RE: [redacted]

Respondent

CASE No.: 20-0002-P

ORDER

Based upon the mutual representations and promises contained in the Negotiated Disposition, 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.

The Board commends the work of its staff members who investigated this case, including Attorney Advisor Sonya King and Investigator Ralph Bradley.

Norma B. Hutcheson

Norma B. Hutcheson

Chair, Board of Ethics and Government Accountability

Dec 5, 2019

Date