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

Office of Government Ethics

In Re: C[redacted] Turpin
Case No.: 1031-004

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 § 1-1161.01 et seq., the Office of Government Ethics (the "Office") hereby enters into this public Negotiated Disposition with the Respondent, C[redacted] Turpin. Respondent agrees that the resulting Negotiated Disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Respondent has been an employee of the Office of the Attorney General assigned to the District of Columbia Public Schools ("DCPS") since approximately September 2012. Respondent works for DCPS as an Assistant Attorney General ("AAG") in the DCPS Office of General Counsel. As an AAG, Respondent handles cases for DCPS at the Office of Employee Appeals ("OEA"). Respondent is responsible for drafting and submitting motions, briefs, affidavits, and other necessary documentation to OEA for each of his cases.

On January 24, 2014, Respondent submitted a brief in the case [redacted] along with supporting documentation, including affidavits. Both sides had been asked by the administrative judge supervising the case, [redacted] to brief the issue of whether the agency conducted a RIF (Reduction in Force) in accordance with applicable District laws, statutes, and regulations. On March 21, 2014 Administrative Judge [redacted] issued her decision in favor of DCPS, but indicated in a footnote that she did not rely on a specific affidavit in her decision "because the affidavit was not notarized and the signature of the affiant could not be authenticated."[2] On March 26, 2014, an OEA employee contacted the Board of Ethics and Government Accountability with regard to this affidavit, because the affiant's signature block was taken from another document and glued to the affidavit.

An investigation by the Office of Government Ethics ("OGE") revealed that neither the affiant, nor the clerk who filed the paperwork with OEA altered the affidavit in question. When

[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] [redacted] (March 21, 2014) at [redacted]

questioned, the affiant agreed that the affidavit, as submitted to OEA, did substantively reflect the language she had agreed to with Respondent. The affiant also noted that she had submitted the final version of the affidavit to the Respondent with her electronic signature because she was out of town attending a funeral on the filing deadline.

Respondent himself admitted to OGE that he had cut the affiant's electronic signature out of the electronic document she submitted to him, and pasted it onto a new, but otherwise identical, document. Respondent agreed that he did not alter the substance of the affidavit. Respondent stated that he cut the affiant's electronic signature off the document she sent to him because that version of the document included language and space for a notary signature and seal, and he believed the affidavit was not required to be notarized under D.C. Superior Court Rules. He did not want the Judge in the case to think otherwise, or to think that the affidavit was incomplete because of the absence of a notary seal. According to Respondent, although he intended to remove only the notary portion of the document at the bottom of the page, instead he cut the entire signature block and notary portion from the document. He then cut the notary portion from beneath electronic signature transforming the scrap into just a strip. He then pasted the strip with the affiant's electronic signature onto a new affidavit without notary language, and submitted that affidavit to Administrative Judge [redacted] with his brief. Respondent states that at no time did he intend to deceive or make a misrepresentation to the court or any party in the case regarding the substance of the affidavit.

II. NATURE OF MISCONDUCT

Respondent's conduct is in violation of one section of the District's Code of Conduct, as set forth below:

Count One: District Personnel Manual ("DPM") Chapter 18, § 1803.1(a)(6), which states: "An employee shall avoid action, whether or not specifically prohibited by this chapter, which might result in or create the appearance of the following…(6) Affecting adversely the confidence of the public in the integrity of government."

III. TERMS OF THE NEGOTIATED DISPOSITION

Respondent acknowledges that his conduct was in violation of the District Code of Conduct in that he altered a document—an affidavit—and submitted it to an OEA Administrative Judge for consideration in the above mentioned case. Respondent agrees to pay a fine in the amount of **$500.00** and promises not to engage in such conduct in the future. In return for Respondent's acknowledgement and promise, the Office will not seek any further remedy or take any further action relating to the above misconduct. Respondent understands that the $500.00 fine is due upon the full execution of this public Negotiated Disposition. Payment will be accepted by money order, made out to the D.C. Treasurer, and provided to the Office of Government Ethics.

Respondent also understands that if he 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 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 Ethics Board may impose sanctions up to the full statutory amount ($5,000 per violation) as provided in the Ethics Act.[3] 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 Ethics 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 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.

[redacted]

Carl Turpin

4/24/14
Date

Darrin Sobin
Director of Government Ethics

5/7/14
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

5/8/14
Date

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