

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



Office of Government Ethics

In Re: M. Davis  
Case No.: 24-0007-F

NEGOTIATED DISPOSITION

Pursuant to section 221(a)(4)(A)(v) 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 -12 4, D.C. Official Code § 1 -116 1.01 *et seq.*), the Office of Government Ethics (“the Office” or “OGE”) hereby enters this Negotiated Disposition with the Respondent, M. Davis. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Respondent has served as a Metropolitan Police Department (“MPD”) Officer since 2014. Respondent is responsible for law enforcement in the Seventh District of the District of Columbia.

On May 10, 2017, Respondent signed a statement acknowledging that he read and understood General Order PER-201.17<sup>1</sup>, which specifically outlines MPD's outside employment restrictions, including language that states, “No member shall engage in outside employment (non-government) if the second job (a) would present a conflict with interests of the District Government or (b) would interfere with the member's scheduled tour of duty in the Department.”<sup>2</sup> On May 18, 2017, Respondent requested approval to engage in outside employment as a uniformed security officer for a Giant Food Store (“Giant”), located in the Seventh District at 1535 Alabama Avenue SE, Washington, DC 20032. The request was subsequently approved.

On June 2, 2023, Respondent was scheduled to work an overtime detail shift at MPD.<sup>3</sup> On the day of the overtime detail, an MPD officer, who was scheduled to work overtime with Respondent, reported that, at the start of the overtime shift, she tried to contact Respondent, but was unable to

---

<sup>1</sup> See General Order PER-201.17(g)(2,3).

<sup>2</sup> See Mayor's Memorandum 2003-6.

<sup>3</sup> See General Order PER-201.17. Overtime is defined as all work-related functions performed outside an employee's regularly scheduled tour of duty. It includes all overtime performed within and outside of the member's assigned division, element, and/or unit.

get in touch with him after several attempts. The officer stated that Respondent sent her a text message stating that he was not at work. Later during the overtime shift, the officer noticed that Respondent posted a video on Instagram of himself at a movie theater.

As a result of the June 2, 2023, incident, a Senior Police Officer (“SPO”) of the Seventh District's Time and Attendance Office checked the PD1130 form<sup>4</sup> submitted for payment by Respondent on June 4, 2023. On a PD1130 form Respondent reported that he worked on June 2, 2023. However, Respondent’s colleague stated that he was not at work at the time he was scheduled to work. On June 8, 2023, MPD’s Internal Affairs Division (“IAD”), generated an Incident Summary to further investigate Respondent’s potential violations based on his misclassification on his PD 1130 form. The investigation, which included a comparison of Respondent’s timesheets from Giant and MPD, stated that, while on duty with MPD, Respondent, engaged in his outside employment at Giant on 193 occasions between August 27, 2021, and June 7, 2023. As a result, the investigation stated that Respondent received payment from MPD while simultaneously working outside employment at Giant. On June 12, 2023, the Respondent was placed on leave based on the belief that he was working for Giant while being paid by the District for his MPD employment.

On June 22, 2023, the matter was referred to the United States Attorney’s Office. On January 30, 2024, Respondent was arrested based on allegations of fraud. Respondent’s criminal trial took place from September 23, 2024, to October 1, 2024. On October 1, 2024, after hearing the evidence presented at trial, the jury found Respondent not guilty on all counts brought against him.

## II. NATURE OF VIOLATIONS

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

**Count One:** Using government time or resources for other than official business, or government approved or sponsored activities in violation of DPM § 1807.1.(b).

- Respondent worked at Giant during the same times he reported working for MPD on 193 occasions between August 27, 2021, and June 7, 2023, which is not an authorized use of government time.

**Count Two:** Using government time or resources for other than official business, or government approved or sponsored activities in violation of DPM § 1807.1.(b).

- Respondent posted an Instagram video of himself at the movie theater during the time he was scheduled to work overtime for MPD, which is not an approved or sponsored government activity or an authorized use of government time.

---

<sup>4</sup> The standard MPD form used to account for overtime and compensatory time payments.

**Count Three:** Using government time or resources for other than official business, or government approved or sponsored activities in violation of DPM § 1807.1.(b).

- Respondent used an MPD vehicle as a means of transportation to and from his outside employment at Giant on multiple occasions, which is not an authorized use of a government resource.

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

Respondent accepts full responsibility for the conduct stated herein. Respondent acknowledges that the conduct violated the Code of Conduct. 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 resources on other investigations.

### III. TERMS OF THE NEGOTIATED DISPOSITION

Respondent admits that his conduct violated the District's Code of Conduct. Respondent agrees to pay a total fine in the amount of **\$10,500.00** to resolve this matter, in accordance with the following terms and conditions:

1. Respondent agrees to pay a lump sum of \$1,000.00, on or before October 15, 2025, with subsequent bi-weekly payments of \$365.83 to be deducted from his District government paycheck by the Office of Pay and Retirement Services until the fine is paid in full;
2. 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;
3. Respondent agrees that the Office of Pay and Retirement Services will transfer any unpaid leave to BEGA to satisfy any unpaid fine amount;
4. In the event that Respondent still owes a balance after wage garnishments have completed, Respondent will make monthly payments of \$730.76 to OGE until the remaining balance is satisfied. Payment will be accepted by certified check or money order, made out to the D.C. Treasurer, delivered to and received by OGE at 1030 15th Street NW, Suite 700 West, Washington, DC 20005 or by electronic payment at <https://dcwebforms.dc.gov/pay/bega1/> using transaction ID 24-0007-F;

5. Respondent agrees to attend ethics training no later than November 1, 2025, and promises not to engage in such conduct in the future;
6. Respondent agrees to satisfy the entire fine amount on or before November 1, 2026 (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. 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. The Notice of Violation<sup>5</sup> that was issued on August 7, 2025, in this matter will be withdrawn upon the Board's approval of this agreement.

Respondent also understands that if he fails to pay the **\$10,500.00** 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 that may be used in any subsequent enforcement or judicial proceeding that may result from failure to comply with this agreement.

Respondent knowingly and willingly waives the 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 at his failure 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 and restitution) as provided in the Ethics Act for each violation.<sup>6</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 manner 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 voidable at the Board's discretion. By our signatures, we agree to the terms outlined above.

---

<sup>5</sup> A Notice of Violation (NOV) is a formal issuance from the Board that signals an alleged failure to comply with laws, rules, or regulations governed by BEGA. An NOV serves as an official notification, initiating the hearing process that requires a timely response.

<sup>6</sup> Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).

  
DAVIS  
Respondent

9/18/25  
Date

*Ashley Cooks*  
ASHLEY COOKS  
Director of Government Ethics

9/30/2025  
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. Hutcheson*  
NORMA HUTCHESON  
Chairperson, Board of Ethics and Government Accountability  
24-0007-F  
AC/BK

10/2/2025  
Date

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



Office of Government Ethics

IN RE: [REDACTED] Davis

Respondent

CASE No.: 24-0007-F

**ORDER**

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board on October 2, 2025, and upon the entire record in this case, it is, therefore:

ORDERED that Respondent pay a civil penalty in the amount of **TEN THOUSAND FIVE HUNDRED DOLLARS (\$10,500.00)**.

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

10/2/2025

\_\_\_\_\_  
NORMA HUTCHESON  
Chairperson, Board of Ethics and Government Accountability

\_\_\_\_\_  
Date