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

Office of Government Ethics

In Re: [redacted]. Zollarcoffer
Case No. 26-0030-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 ("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, [redacted]. Zollarcoffer. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. <u>FINDINGS OF FACT</u>

Respondent worked as an Investigator with the Alcoholic Beverage and Cannabis Administration ("ABCA") since 2019. His duties required him to inspect and investigate ABCA licensed establishments and administer and enforce the District of Columbia alcoholic beverage and cannabis laws.

Respondent admitted to regularly visiting a nightlife lounge ("the lounge"), that is regulated by ABCA and holds an active license to serve alcohol and hookah products, while off duty. According to a witness, Respondent frequented the lounge, regularly consumed alcohol and hookah products and left without paying. The witness stated that when presented with the bill, Respondent threatened to use his ABCA position to penalize the lounge if his bill was not reduced or voided.

On or around September 26, 2025, at least one lounge employee filed a harassment complaint with ABCA against Respondent. The following afternoon on September 27th, Respondent checked out an ABCA vehicle without authorization and while off duty. The vehicle tracking system showed that Respondent used the vehicle to go to the lounge a little before 3 o'clock in the afternoon. He was scheduled to work that day from 7:30 p.m. until 4:00 a.m. Video evidence shows Respondent entering the lounge, conducting what appears to be an inspection without a tablet or note pad — items typically used for inspections—and then leaving shortly after. According to a witness, up until that point, Respondent had never conducted an inspection of the lounge, even though he had patronized the establishment on a weekly basis. Later that night, Respondent returned to the lounge

[1] Section 221(a)(4)(A)(v) 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."

at around 2:45 am, during his tour of duty, and issued the owner a $1,000 citation for operating after hours. Respondent never submitted a copy of the citation to ABCA for processing.

An employee of the lounge ultimately reported Respondent to the police for theft of services. The MPD officer who took the report confirmed seeing security footage of Respondent in the lounge. The officer's body camera footage recorded the employee stating that Respondent has come to the lounge for the last two years, 2-3 times per week with his bill totaling $300-$400 each. The employee provided cancelled guest checks and stated that he was fearful of his safety and workplace consequences from Respondent. The employee stated that Respondent often visited his establishment while off duty and ate, drank and smoked; but never wanted to pay full price for the services provided.

II. NATURE OF VIOLATIONS

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

Count One: Failure to protect and conserve government property and using such property, or allow its use, for other than authorized purposes in violation of DPM § 1808.1:

- Respondent violated this rule when he took an ABCA vehicle without permission. The ABCA vehicle is government property. The vehicle was used by Respondent outside of his tour of duty to conduct an unauthorized inspection of an ABCA licensee. Respondent's use of the vehicle was for an unauthorized purpose in violations of the rules.

Count Two: Using public office or position for private gain in violation of DPM § 1800.3(g):

- Respondent violated this rule when he used his position to demand that an ABCA licensee reduce or void his bill. As an ABCA Investigator, Respondent was in the position to issue citations and violations against the lounge, which is an establishment regulated by ABCA. Respondent used his official position to obtain free or reduced alcohol and hookah products from the lounge in violation of the rules.

Count Three: Soliciting or accepting any gift from a prohibited source or given because of the employee's official position in violation of DPM § 1803.1.

- Respondent violated this rule when he accepted and solicited alcohol and hookah products without paying or with a reduced charge. A prohibited source includes any entity that conducts activities regulated by the employee's agency. The lounge engages in activities regulated by ABCA and is therefore considered a prohibited source. Gifts are defined as "any gratuity, favor, discount, entertainment, hospitality, … or other item having monetary value." Free or discounted alcohol and hookah products fall within the definition of a gift. Since the lounge is a prohibited source and Respondent accepted gifts of free or discounted products, Respondent in violation of the gift rules.

None of the above-referenced actions were authorized by the District of Columbia. Respondent acknowledges that his conduct was a violation of the Code of Conduct.

III. TERMS OF THE NEGOTIATED DISPOSTION

Respondent admits that his conduct violated the District's Code of Conduct. Respondent agrees to pay a total fine in the amount of $6,000 to resolve this matter. Respondent agrees to pay the entire fine amount by August 20, 2026. 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 or by electronic payment at https://dcwebforms.dc.gov/pay/bega1/ using transaction ID 26-0030-P.

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. Respondent waives his right to proceed to an adversarial hearing in this matter and voluntarily, knowingly, and understandingly consents to the Board's imposition of a fine against him in this matter.

Respondent also understands that if he fails to pay the $6,000.00 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 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) as provided in the Ethics Act for each violation.[2] 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.

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

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.

[redacted]

07/23/2026

Date

Respondent

Ashley Cooks

8/6/2026

ASHLEY COOKS
Director of Government Ethics

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

8/6/2026

NORMA HUTCHESON
Chairperson, Board of Ethics and Government Accountability

Date

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

Office of Government Ethics

IN RE: **[redacted] Zollarcoffer,** **Respondent**	**CASE No.: 26-0030-P**

ORDER

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board on August 6, 2026, and upon the entire record in this case; it is, therefore: ORDERED that Respondent pay a civil penalty in the amount of SIX THOUSAND DOLLARS ($6,000.00).

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

Norma B. Hutcheson

8/6/2026

NORMA HUTCHESON — Date
Chairperson, Board of Ethics and Government Accountability