

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



**Office of Government Ethics**

In Re: A. Lozada  
Case No. 25-0001-F

**NEGOTIATED DISPOSITION:**

Pursuant to section 221 (a)(4)(E)<sup>1</sup> 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 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 has been a District government employee since 2016 and has served as a Management Analyst with the Office of Labor Relations and Collective Bargaining (“OLRCB”) since 2018. Respondent stated that her official District government tour of duty has varied but records indicate that it was at first 8:00am to 4:30pm in 2021, and was later changed to 9:30am to 6:00pm, eastern standard time. In addition to her District government employment, Respondent has worked as a fitness trainer independently and through a local gym.

Between April 2022 and October 2024, Respondent taught numerous early mornings, lunchtime, and evening fitness classes. Some of these overlapped with her District government tour of duty, often during her designated lunch break. Specifically, Respondent taught 12:00pm to 1:00pm while reporting full 8-hour telework days. Respondent also taught classes that began at 5:00pm and 6:00pm, the time before her current District government tour of duty ended. Overall, between May 2022 and October 2023, Respondent taught 14 12:00pm classes overlapping with her lunch schedule. Between October 2023 and August 2024, Respondent taught 20 5:00pm classes, which conflicted with her 9:30am – 6:00pm District tour of duty. During those instances, Respondent submitted time codes for Routine Telework, Regular Pay, and Situational Telework on her time and attendance.

In interviews with OGE, Respondent stated that while some classes occurred during scheduled work hours, she used personal lunch periods or taught outside the agency building. At the time,

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<sup>1</sup> 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.”

she believed her actions were permissible. The Respondent now understands the District's ethical standards as outlined in the DPM prohibit outside work during official duty hours.

### NATURE OF MISCONDUCT

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

**Count One:** Engaging in any outside employment, private business activity, or other interest that is reasonably likely to interfere with the employee's ability to perform his or her job, or which may impair the efficient operation of the District government in violation of DPM § 1807.1(a).

- Respondent violated this rule by conducting physical training and fitness classes during her official District tour of duty, which interfered with her ability to perform her official duties.

**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 violated this rule by conducting fitness trainings or teaching classes during her government duty, at 12:00 pm and 5:00 pm, without the use of appropriate leave, while claiming routine telework or regular pay on her timesheet.

While Respondent acknowledges teaching or conducting fitness classes during periods that overlapped with her tour of duty, she believed this was consistent with agency norms. Additionally, Respondent claims that she was not provided with clear guidance or written direction that this conduct violated District’s ethic rules. Nonetheless, Respondent fully cooperated with OGE and accepted full responsibility for her actions. None of the above-referenced conduct was authorized by the District of Columbia. 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.

### TERMS OF THE NEGOTIATED SETTLEMENT

Respondent acknowledges that her conduct violated the District’s Code of Conduct. Respondent agrees to pay a fine in the amount of **TWO THOUSAND FIVE HUNDRED DOLLARS** (\$2,500.00), as outlined below.

1. Respondent agrees to pay a fine in the amount of \$2,500.00;
2. Respondent agrees to make the first payment of \$250.00 on July 3, 2025, and payments of \$250 thereafter on the first day of each month, via 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, Washington, DC 20005 or by electronic payment at <https://dcwebforms.dc.gov/pay/bega1/> using transaction ID 25-0001-F;
3. Respondent agrees to satisfy the entire fine amount on or before June 1, 2026 (the "Maturity Date");

4. 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;
5. Respondent acknowledges that, whether the Office of Pay and Retirement Services completes these deductions as described herein, Respondent is nonetheless solely responsible for satisfying the fine;
6. Respondent agrees to attend ethics training no later than August 1, 2025.

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. Respondent knowingly and willingly waives her 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 understands that if she fails to pay the full **\$2,500 fine** in accordance with the terms set forth here, 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 failure to pay the fine amount will result in collection action. Respondent further understands that if she 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 (\$5,000.00 per violation) as provided in the Ethics Act for each violation.<sup>2</sup> 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.

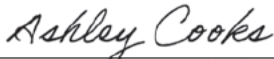
The mutual promises outlined herein constitute the entire agreement in this case. Failure to adhere to any provision of this agreement is a breach rendering the entire agreement voidable at the discretion of the Board. By our signatures, we agree to the terms outlined therein.



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**Andrea Lozada**  
 Respondent

06 / 03 / 2025

\_\_\_\_\_  
 Date



\_\_\_\_\_  
**Ashley D. Cooks**  
 Director of Government Ethics

6/5/2025

\_\_\_\_\_  
 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.

<sup>2</sup> Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).

APPROVED:

*Norma B. Hutcheson*

6/5/2025

Norma Hutcheson

Date

Chairperson, Board of Ethics and Government Accountability

#25-0001-F

AC/ME

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



Office of Government Ethics

**IN RE: Andrea Lozada**

**Respondent**

**CASE No.: 25-0001-F**

**ORDER**

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on June 5, 2025, and upon the entire record in this case; it is, therefore

ORDERED that Respondent pay a civil penalty in the amount of **TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)**.

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

NORMA HUTCHESON  
Chair, Board of Ethics and Government Accountability

6/5/2025

Date