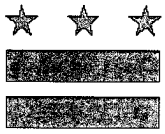
GOVERNMENT OF THE DISTRICT OF COLUMBIA
BOARD OF ETHICS AND GOVERNMENT ACCOUNTABILITY



IN RE: Larry W. Hicks,

Respondent

[redacted]

CASE No. AI-017-13

FINAL DECISION

I. Introduction

In this case, the Office of Government Ethics (OGE) has charged Larry W. Hicks (Respondent) with five violations of the Code of Conduct.[1] Count 1 is based on 6B DCMR § 1803.1(a)(1) and alleges that Respondent "created the appearance that he was using his public office for private gain." Count 2 is based on 6B DCMR § 1804.1 and alleges that Respondent "engaged in an activity, pursuing prospective employment with L.S. Caldwell & Associates, Inc. [(LSC)], which was not compatible with the full and proper discharge of his duties as a [Department of Employment Services (DOES)] employee." Count 3 is based on 6B DCMR § 1804.1(a) and alleges that Respondent "engaged in an interest, pursuing prospective employment with [LSC], which interfered with his ability to perform his job at DOES in a completely independent and impartial manner." Count 4 is based on 6B DCMR § 1804.1(i) and alleges that Respondent "violated federal law which prohibits District employees from participating personally and substantially as a District employee, through decision, approval, disapproval, or otherwise, in a contract, claim, or other particular matter in which any person or organization with whom he is negotiating for prospective employment has a financial interest." Count 5 is based on 6B DCMR § 1814.4 and alleges that Respondent, after ending his District government employment, impermissibly represented LSC before DOES on a particular matter in which he had "participated personally and substantially" while a DOES employee.

Respondent has denied all the charges.

[1] The Board has the power to, among other things, "[a]dminister and enforce the Code of Conduct." Section 202(a)(1) of the 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 § 1-1162.02(a)(1) (2013 Supp.). The Code of Conduct is defined by section 101(7)(E) of the Ethics Act (D.C. Official Code § 1-1161.01(7)(E)) to include "Chapter 18 of Title 6B of the District of Columbia Municipal Regulations," which regulations contain those five forming the respective bases of the charges against Respondent. Respondent does not challenge the Board's jurisdiction in this case.

Pursuant to notice, an evidentiary hearing was held on September 10, 2013, beginning at 10:03 a.m.[2] Through their respective representatives, both OGE and Respondent presented testimony, introduced exhibits, and offered argument.[3]

The Board has had the opportunity to review the record in its entirety and, after careful consideration of the parties' arguments, finds substantial evidence that Respondent violated the Code of Conduct as alleged in all five counts of the First Amended Notice of Violation (NOV). Accordingly, the Board assesses a civil penalty of $20,000.

As required by 3 DCMR § 5521.2, the Board's findings of fact, conclusions of law, and analysis are set forth below.

II. Findings of Fact

The facts in this case can be summarized as follows:

Respondent was employed by the District Department of Employment Services (DOES) in several positions from July 23, 2009, to April 13, 2012. Tr. 239, 260-264; OGE Ex. 9, 11 (admitting ¶ 1 of the NOV).

Respondent was placed in charge of the federal On-the-Job-Training Program (federal OJTP) in late October 2011, working under the supervision of [redacted] DOES Deputy Director of Performance, Economics and Management. Tr. 264-265, 313; OGE Ex. 9, 11 (responding to ¶ 3 of the NOV).

The federal OJTP was based on a Department of Labor national emergency grant that had been awarded to DOES in 2008, Tr. 265, and the program allowed DOES to partner with private employers to provide on-the-job training by using federal funds to reimburse the employers for their training costs. Tr. 55.

At the time Respondent took over the federal OJTP, the program was scheduled to end in June 2012. Tr. 134, 211, 265, 280. Approximately six employers had been enrolled in the program, Tr. 272, 315, but Respondent had not enrolled any of them, Tr. 272, and the reimbursement process had not yet started. Tr. 274.

Respondent began enrolling new employers into the federal OJTP in the first or second week of November 2011. Tr. 274-275. He also reviewed and approved the training plans of individual federal OJTP participants. Tr. 271-272, 316, 317.

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[2] Prior to the hearing, Respondent filed a motion for continuance, and OGE filed a motion to exclude evidence. However, both motions were withdrawn. Tr. 36, 38.

[3] The parties made their final arguments at a separate hearing held on September 19, 2013, and, pursuant to 3 DCMR § 5520.1, thereafter submitted proposed findings of fact and conclusions of law at the Board's request.

L.S. Caldwell and Associates (LSC) is a full-service compliance firm, developing and implementing contracting and monitoring programs for its clients and government entities. Tr. 151.

Respondent first came into contact with LSC through DOES's First Source program in April 2011. Tr. 186, 277-278, 287.

In February 2012, Respondent met with LSC representatives, [redacted], and his DOES superiors to discuss the federal OJTP and a local on-the-job training program (local OJTP) that was about to begin. Tr. 279.

During the first week of March 2012, Mayor Gray held a press conference to announce the local OJTP. Tr. 61, 100, 281. Respondent provided [redacted] with a list of five employers, including LSC, to participate in the press conference. Tr. 282, 319, 336.

Funds were available for the local program, Tr. 226, and DOES planned to transition into the local OJTP even if the federal OJTP was not extended beyond June 2012. Tr. 226, 280.

After the Mayor's press conference, Respondent drafted forms for employer agreements and individual participant training plans for the local OJTP. Tr. 281-282, 322.

[redacted], on behalf of LSC, signed a local OJTP employer agreement with DOES on March 8, 2012. Tr. 158; OGE Ex. 1. LSC also participated in the federal OJTP. Tr. 60, 156, 176, 316; OGE Ex. 6 (*see* [redacted] December 13, 2012 email to [redacted]).

LSC managed both the local OJTP and the federal OJTP on behalf of the District of Columbia Sustainable Energy Utility (DC SEU), which, in turn, had been established by the Vermont Energy Investment Corporation (VEIC) to service a project funded by the federal Department of Energy. Tr. 152-153, 342-343. The project was intended to educate businesses and homeowners about opportunities available to reduce energy usage. Tr. 183.

LSC recruited individuals made available by DOES and managed their training by DC SEU engineers. Tr. 176-177, 184-185, 286. The individuals were trained to go into the community and provide advice about reducing energy usage. Tr. 184, 201. The individuals also distributed energy-saving light bulbs and collected data used to formulate strategies for improving energy efficiency. Tr. 201, 338-339.

LSC paid the individuals and was reimbursed by VEIC, which, in turn, was to be reimbursed by DOES. Tr. 157, 179, 180.

On March 22, 2012, Respondent signed the local OJTP employer agreement with LSC on behalf of DOES. Tr. 62-63, 158, 241; OGE Ex. 1. The employer agreement with LSC was the only such agreement Respondent signed as part of the local OJTP. Tr. 285, 323.

Around the time Respondent signed the local OJTP employer agreement, he had discussions with LSC about prospective employment. Tr. 160, 324, 347-348; OGE Ex. 11 (responding to ¶¶ 14 and

16 of the NOV). LSC engaged in the discussions because it needed a project director for the on-the-job training programs. Tr. 160. The discussions included salary negotiation. Tr. 196, 325; OGE Ex. 11 (responding to ¶ 21 of the NOV). When asked, Respondent said that he would accept a salary of $95,000. Tr. 196, 325-326.

On March 31, 2012, LSC sent an employment offer letter to Respondent. Tr. 161, 290; OGE Ex. 7. The offer was for the position of Project Manager in Training, with a starting salary of $85,000 plus benefits. Tr. 195-196; OGE Ex. 7.

Respondent accepted LSC's offer of employment. Tr. 260, 286-287. At the time Respondent accepted the offer, his District government salary was $68,000 plus benefits. Tr. 310, 334.

On April 9, 2012, LSC sent Respondent updated federal OJTP individual participant training plans, Tr. 65; OGE Ex. 2, and the participants began work. Tr. 286, 300.

On April 10, 2012, Respondent replied to LSC, indicating that he had reviewed and approved all the updated training plans and that the plans needed to be signed. OGE Ex. 2.

On April 13, 2012, LSC sent Respondent the signed training plans. OGE Ex. 3. Respondent approved the plans and forwarded them to another DOES employee to process and update. Tr. 76, 271-272; OGE Ex. 3.

April 13, 2012, was Respondent's last day of employment with DOES. Tr. 58, 260. Before leaving, Respondent did not tell anyone at DOES that he had negotiated with LSC for new employment, Tr. 350, and he did not recuse himself from any matters involving LSC. Tr. 78, 212-213. Respondent told his supervisor, [redacted], that he had received an offer of employment from LSC about a week before he left DOES. Tr. 350-351.

Respondent began working at LSC on April 16, 2012, as a project manager/compliance officer on the DC SEU project. Tr. 259-260, 295, 301, 342.

At LSC, Respondent supervised another individual in tracking the hours of the individual DC SEU program participants, analyzed data and prepared reports for DOES, and provided compliance training and customer services for the participants. Tr. 164, 188, 201, 302-303, 305. The individual participants were the same as those whose federal OJTP training plans Respondent had approved before he left DOES. Tr. 165.

LSC became upset with DOES's performance in the DC SEU program. Tr. 331. Issues had arisen about doing site visits and making reimbursement payments, Tr. 81, 166, 243, and LSC was having difficulty in arranging a meeting with DOES to discuss them. Tr. 181, 166, 305; OGE Ex. 6 (*see* [redacted] December 13, 2012 email to [redacted]).

LSC asked Respondent to contact DOES about the issues. Tr. 243, 305. Respondent sent several emails and made several telephone calls to DOES employees, including [redacted].
Tr. 81, 123, 136, 331-332.

Respondent recommended that [redacted] contact LSC. Tr. 81, 331.

On June 12, 2012, [redacted] sent an email to [redacted] at LSC to suggest setting up a meeting. OGE Ex. 4. [redacted] responded to [redacted] by email, suggesting a meeting date of June 15, 2012. OGE Ex. 4.

On June 15, 2012, a meeting was held at LSC's offices to discuss LSC's and DOES's performance in the DC SEU program, program structure, invoicing, and reimbursement. Tr. 82-83, 166, 243; OGE Ex. 9. Respondent attended the meeting, Tr. 82, 165, 331, as did [redacted]. Tr. 82; OGE Ex. 11 (responding to ¶ 19 of the NOV).

On or about November 19, 2012, Respondent drafted a letter, for the signature of [redacted], requesting that DOES modify a DC SEU participant's local OJTP training plan. Tr. 168, 197, 205; OGE Ex. 5.

On November 19, 2012, Respondent emailed the letter to [redacted], requesting that he give it immediate attention. Tr. 87, 169, 215; OGE Ex. 11 (admitting ¶ 20 of the NOV).

DOES ultimately denied the modification request. Tr. 217-218; OGE Ex. 6.

III. Conclusions of Law and Analysis

Many of the foregoing facts are not in dispute. Nonetheless, the question for the Board is whether OGE has met its burden of proving Respondent's violation of the ethics regulations underlying the five counts of the NOV by substantial evidence.[4] The Board finds that burden to have been satisfied.

Count 1 (Conduct Creating an Appearance of Using Public Office for Private Gain)

The ethics regulations do not prohibit a District government employee from looking for another job, or even from negotiating for a prospective position elsewhere. What the regulations do prohibit, among other things, is an employee's using his or her public office for private gain.[5]

Here, Respondent admitted that he began thinking about "moving on" in February 2012, when he was reassigned under a new supervisor,[6] and "reached out and had a conversation" with [redacted]

[4] *See* 3 DCMR § 5518.1 ("In all cases involving a notice of violation, the Director [of Government Ethics] has the burden of persuading the Board that a violation has occurred by substantial evidence."); *see also* 3 DCMR § 5521.4 ("A decision [by the Board] shall be supported by substantial evidence on the record. Pursuant to the substantial evidence rule, courts shall uphold an administrative determination of fact if on the entire record the determination is rationally supportable and could have been arrived at reasonably.").

[5] *See* 6B DCMR § 1803.1(a) ("An employee shall avoid action, whether or not specifically prohibited by [DCMR Chapter 18 (Employee Conduct)], which might result in or create the appearance of...[u]sing public office for private gain[.]").

[6] Tr. 289-290.

[redacted] at LSC.[7] That talk lead to at least one other conversation about prospective employment with LSC, during which salary was discussed, and "culminated in [Respondent's] getting an offer letter on March the 31st[.]"[8] The offer included a starting salary of $85,000, which was $17,000 more than Respondent was then receiving as a District employee.

From a government ethics standpoint, the problem with this series of events is that, over the course of the relevant time period, Respondent continued to manage the federal OJTP, which included LSC as "part of the 40 or 45 [other employers] that came on" under his management.[9] However, he included LSC on a list of five of those employers to appear at the Mayor's press conference announcing the roll-out of the local OJTP, drafted forms for employer agreements and individual participant training plans for the local OJTP, and signed the local OJTP employer agreement with LSC on behalf of DOES – the only such agreement Respondent signed as part of the local OJTP. In other words, Respondent failed to avoid taking action that, at a minimum, created the appearance that he used his DOES position to curry favor with LSC so as to secure a higher paying job in the private sector.

Count 2 (Conduct Not Compatible with the Full and Proper Discharge of District Government Duties)

Within certain limitations, a District government employee can have an outside job or pursue other outside activities. One of those limitations is that the outside activities cannot interfere with the full and proper discharge of the employee's government duties.[10]

On its face, the limitation connotes two underlying considerations. The first is that a District employee must devote full time and attention to his or her government duties. This consideration is also reflected, more explicitly, in a number of the other limitations on outside activities. *See, e.g.,* 6B DCMR § 1804.1(b) ("[u]sing government time or resources for other than official business); 6B DCMR § 1804.1(g) ("[e]ngaging in any outside employment, private business activity, or other interest which might impair an employee's mental or physical capacity to such an extent that he or she can no longer carry out his or her duties and responsibilities as a government employee in a proper and efficient manner").

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[7] Tr. 290.

[8] *Id.*

[9] Tr. 316.

[10] *See* 6B DCMR § 1804.1 ("An employee may not engage in any outside employment or other activity which is not compatible with the full and proper discharge of his or her duties and responsibilities as a government employee."). For purposes of the discussion of Counts 2, 3, and 4 of the NOV, the Board considers Respondent's discussions with LSC about prospective employment to have been outside activities. *Cf.* section 101(j) of Exec. Order No. 12,674, 54 Fed. Reg. 15,159 (April 14, 1989), as amended (federal employees "shall not engage in outside employment or activities, including seeking or negotiating for employment, that conflict with official Government duties and responsibilities").

Here, there is no evidence to show, for example, that Respondent's discussions with LSC about prospective employment caused him to take time away from his DOES duties. The discussions could very well have occurred outside of his regular working hours. The Board's inquiry does not end there, however, because the second consideration underlying the limitation is that a District employee's outside activities must also be "proper" in relation to his or her government duties. In that regard, the record is clear that the Respondent's employment discussions with LSC were quite improper.

Respondent's discussions with LSC spanned enough time – although the record is unclear just how long – that he should have recused himself from working on particular matters involving LSC (the local OJTP employer agreement, for example) or should have asked the appropriate officials for a recusal waiver while the discussions were ongoing. He did neither. In fact, Respondent did not even tell his supervisor that he had received the employment offer from LSC until about a week before he left DOES.

In sum, Respondent's employment discussions with LSC were not compatible with the full and proper discharge of his duties and responsibilities as a District government employee. More unfortunate for him, from a government ethics standpoint, Respondent even supplied the reason for keeping the discussions and his prospective employment to himself – he thought it was in his "best interest."[11]

Count 3 (Conduct Interfering with the Ability to Perform District Job in a Completely Independent and Impartial Manner)

Another limitation on a District employee's ability to engage in outside activities is that the activities cannot interfere with efficient government operations.[12] On an individual level, this limitation operates in conjunction with the employee's responsibility to avoid taking action "which might result in or create the appearance of...[l]osing complete independence or impartiality[.]"[13]

Here, Respondent's employment discussions with LSC occurred at a time when, by his own reckoning, he was working with many other employers. What he failed to account for, however, is why he managed to sign a local OJTP employer agreement with only LSC. That failure is all the more significant, given that DOES had to "scurry" to fulfill the Mayor's announced commitment to the local OJTP[14] and that funding for the federal OJTP was set to end in June.

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[11] Tr. 351-352.

[12] *See* 6B DCMR § 1804.1(a) (prohibiting employee from "[e]ngaging in any outside employment, private business activity, or other interest which may interfere with the employee's ability to perform his or her job, or which may impair the efficient operation of the District of Columbia government").

[13] 6B DCMR § 1803.1(a)(4); *see also* 6B DCMR § 1800.2 ("The maintenance of unusually high standards of honesty, integrity, impartiality, and conduct by employees is essential to assure the proper performance of government business and the maintenance of confidence by citizens in their government.").

[14] Tr. 281.

Given the conclusions reached on Counts 1 and 2 of the NOV above, the Board's view of Respondent's work performance during his discussions with LSC is that he was too busy seeking to please his prospective employer and otherwise looking out for his own personal interests to be mindful of his responsibilities as a District government employee. Stated differently, the Board concludes that the employment discussions resulted in or, at the least, created the appearance of Respondent's losing complete impartiality.

Count 4 (Conduct in Violation of Federal Law)

Yet another limitation on a District employee's ability to engage in outside activities is that the activities cannot violate federal or District law.[15] Here, the relevant law is 18 U.S.C. § 208(a), a criminal statute that prohibits a District government employee from "participat[ing] personally and substantially as a Government officer or employee, through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, in a...contract...or other particular matter in which...he...or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest[.]"

Respondent's employment discussions with LSC involved "negotiating" for purposes of 18 U.S.C. § 208(a).[16] During those discussions, he participated personally and substantially in two particular matters – the federal OJTP, in which LSC participated by virtue of its agreement with DOES, and the local OJTP employer agreement with LSC, which he signed on behalf of DOES.[17] Further, to the extent that LSC was to be reimbursed for its payments to individual OJTP participants, it had a financial interest in both those programs.

In short, Respondent violated 18 U.S.C. § 208(a) and, in doing so, he also violated 6B DCMR § 1804.1(i).

Count 5 (Post-Employment Representation of Private Employer Before DOES)

The reach of the ethics regulations extends beyond an employee's employment with the District. In fact, a District employee is "permanently prohibited from knowingly acting as an attorney, agent, or representative in any formal or informal appearance before an agency as to a particular government

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[15] *See* 6B DCMR § 1804.1(i) (prohibiting employee from "[e]ngaging in any outside employment, private business activity, or other interest which is in violation of federal or District law").

[16] *See* 5 C.F.R. § 2635.603(b)(1)(i) (implementing 18 U.S.C. § 208(a)) ("the term negotiations means discussion or communication with another person, or such person's agent or intermediary, mutually conducted with a view toward reaching an agreement regarding possible employment with that person").

[17] For purposes of 18 U.S.C. § 208(a), the terms "personal and substantial" and "particular matter" have the respective meanings as set for in 5 C.F.R. § 2635.402(b). *See* 5 C.F.R. § 2635.603(d). Section 2635.402(b)(4) provides, among other things, that "[p]ersonal and substantial participation may occur when, for example, an employee participates through decision, approval, disapproval, recommendation, investigation or the rendering of advice in a particular matter." Section 2635.402(b)(3) provides that "[t]he term particular matter encompasses only matters that involve deliberation, decision, or action that is focused upon the interests of specific persons, or a discrete and identifiable class of persons...The particular matters covered by this subpart include a judicial or other proceeding, application, request for a ruling or other determination, contract, claim, controversy, charge, accusation or arrest."

matter involving a specific party if the employee participated personally and substantially in that matter as a government employee."[18]

Here, Respondent violated the post-employment prohibition as a result of his actions in setting up and attending the June 15, 2012 meeting to discuss LSC's federal OJTP-related complaints about site visits and reimbursements.[19] Respondent's emails and telephone calls to DOES employees and his recommendation that [redacted] contact LSC clearly amounted to communications knowingly made with the intent to influence his former agency's action regarding a particular matter in which he had personally and substantially participated.[20] In the words of [redacted], "[LSC] couldn't get any responses from anybody else, so [Respondent] seemed to be the natural person to make [the meeting] happen."[21] The Board's finding of a post-employment violation would be no different, even if, as Respondent claims,[22] he merely appeared, but did not participate in, the meeting itself.[23]

IV. Disposition

For the foregoing reasons, the Board finds, as alleged in the NOV, that Respondent violated the Code of Conduct. Accordingly, the Board assesses a civil penalty of $4,000 for each of the five counts, for a total of $20,000. The Board recognizes that, while $20,000 is a significant sum, it is less than the maximum penalty that could have been imposed in this case. Section 221(a)(1) of the

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[18] *See* 6B DCMR § 1814.4. Significantly, 6B DCMR § 1814.2 provides that "[section] 1814 is intended to be in conformity with the provisions of 18 U.S.C. § 207 and implementing regulations" and that "the latter provisions control" in the event of any conflict. This provision bears on the discussion here because 18 U.S.C. § 207(a)(1), another criminal statute that applies to District government employees, extends post-employment restrictions to both appearances and communications made "with the intent to influence." *Cf.* 6B DCMR § 1814.5 ("A former government employee shall be permanently prohibited from making any oral or written communication to an agency with the intent to influence that agency on behalf of another person as to a particular government matter involving a specific party if the employee participated personally and substantially in that matter as a government employee.").

[19] The Board assumes that, given the June date of the meeting, LSC's complaints related to the federal OJTP because the individual participants had started work in April and the program itself was soon to end. The Board also notes that it does not find that Respondent's involvement in LSC's November 2012 request to modify an individual's local OJTP training plan violated the post-employment prohibition. Inasmuch as the individual was "identified in early June and was selected by LSC," *see* OGE Ex. 6 (*see* [redacted] December 13, 2012 email to [redacted]), there is no evidence elsewhere in the record to show that Respondent had any personal and substantial participation with respect to the training plan before he left DOES in April.

[20] *Cf.* 5 C.F.R. § 2641.201(e)(ii) (implementing 18 U.S.C. § 207) ("A communication or appearance is made with the intent to influence when made for the purpose of...[a]ffecting Government action in connection with an issue or aspect of a matter which involves an appreciable element of actual or potential dispute or controversy.").

[21] Tr. 166; *see also* Tr. 181 ("[Respondent] made the connection because he knew the people. We had been trying to meet with DOES for some time.").

[22] *See, e.g.,* OGE Ex. 11 (responding to ¶ 19 of the NOV).

[23] *Cf.* 5 C.F.R. § 2641.201(d)(2) ("A former employee makes an appearance when he is physically present before an employee of the United States, in either a formal or informal setting. Although an appearance also may be accompanied by certain communications, an appearance need not involve any communication by the former employee.").

Ethics Act (D.C. Official Code 1-1162.21(a)(1)) authorizes the Board to "assess a civil penalty for a violation of the Code of Conduct of not more than $5,000 per violation[.]"

Aside from the seriousness of Respondent's conduct itself, the penalty is based on two related factors. The first is Respondent's lack of remorse. He expressed none and, through counsel, even questioned why he need be remorseful at all.[24]

The second and more important factor – in the Board's view, an explanation of the first – is Respondent's failure to accept the fact that the District's ethics regulations apply to him. Nowhere is that failure better expressed than in closing argument, when it was submitted that "[Respondent] is not the type of person that [the ethics] regulations are targeting. Nor are his actions the type of actions that the regulations intend to punish."[25]

The Board categorically rejects that argument. While it may agree with counsel, in partial mitigation of his client's actions,[26] that Respondent was used as an LSC "pawn,"[27] the Board finds that he was a willing pawn. His willingness, furthermore, must come at a price, here, in the form of the $20,000 civil penalty. However that amount may be seen – whether as representing the $17,000 differential in Respondent's District government and LSC salaries and then some, or as almost a quarter of Respondent's LSC salary – the Board's message in imposing the penalty should be clear: District employees cannot benefit by bargaining their way free of the public's trust in the government they are sworn to serve.

An appropriate Order accompanies this Final Decision. Pursuant to 3 DCMR § 5404, Respondent may appeal the Order to the Superior Court of the District of Columbia within twenty (20) days of the date the Order is served upon him.

Robert J. Spagnoletti
Chair, Board of Ethics and Government Accountability

2/6/14
Date

Deborah A. Lathen
Member, Board of Ethics and Government Accountability

2/6/14
Date

[24] *See* Tr. 465 ("I guess the question [is], at what point was [Respondent] supposed to show remorse?").

[25] Tr. 394.

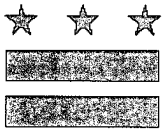
[26] Other mitigating considerations include the facts that Respondent had no prior record of ethical violations during the years of his District government service and that he cooperated with OGE's investigation of this case.

[27] *See* Tr. 396 ("Ultimately, [Respondent] was used as a pawn in [LSC's] attempt to work out any problems he [sic] was having with the District.").

Laura M. Richards
Member, Board of Ethics and Government Accountability

Feb 6, 2014
Date

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



IN RE: Larry W. Hicks,

Respondent

[redacted]

CASE No. AI-017-13

ORDER

This case came before the Board for an evidentiary hearing on September 10, 2013, and, based upon the findings of fact and conclusions of law contained in the accompanying Final Decision and upon the entire record in this case,

IT APPEARING that Respondent violated all five Counts of the First Amended Notice of Violation; it is, therefore

ORDERED that Respondent pay a civil penalty in the amount of FOUR THOUSAND DOLLARS ($4,000.00) for each Count, for a total of TWENTY THOUSAND DOLLARS ($20,000.00); and it is further

ORDERED that this case be CLOSED.

Robert J. Spagnoletti
Chair, Board of Ethics and Government Accountability

2/6/14
Date

Deborah A. Lathen
Member, Board of Ethics and Government Accountability

2/6/2014
Date

Laura M. Richards
Member, Board of Ethics and Government Accountability

Feb 6, 2014
Date