



DEPARTMENT OF JUSTICE | OFFICE OF THE INSPECTOR GENERAL

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September 15, 2020

Laura Lynch  
[LLynch@aila.org](mailto:LLynch@aila.org)

Subject: Freedom of Information/Privacy Act Request [20-OIG-316]

Dear Ms. Lynch:

This responds to your Freedom of Information Act request to the Office of the Inspector General (OIG). Specifically, your request seeks the OIG report related to the Investigative Summary entitled: "Findings Concerning Improper Hiring Practices, Inappropriate Interactions with Subordinates and a Contractor, and False Statements by a Senior Executive with the Executive Office for Immigration Review."

The report responsive to your request has been reviewed. It has been determined that certain portions of such report be excised pursuant to the Freedom of Information Act, 5 U.S.C. §552(b)(6) and (7)(C). Consequently, please find enclosed that information which can be released pursuant to your request.

If you are not satisfied with OIG's determination in response to this request, you may administratively appeal by writing to the Director, Office of Information Policy (OIP), United States Department of Justice, 441 G Street, NW, 6th Floor, Washington, D.C. 20530, or you may submit an appeal through OIP's FOIA STAR portal by creating an account following the instructions on OIP's website: <https://www.justice.gov/oip/submit-and-track-request-or-appeal>. Your appeal must be postmarked or electronically transmitted within 90 days of the date of my response to your request. If you submit your appeal by mail, both the letter and the envelope should be clearly marked "Freedom of Information Act Appeal."

For your information, Congress excluded three discrete categories of law enforcement and national security records from the requirements of the FOIA. See 5 U.S.C. 552(c) (2006 & Supp. IV 2010). This response is limited to those records that are subject to the requirements of the FOIA. This is a standard notification that is given to all our requesters and should not be taken as an indication that excluded records do, or do not, exist.

You may contact our FOIA Public Liaison, Deborah Waller at (202) 616-0646 for any further assistance of your request. Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows: Office of Government Information Services, National Archives and Records Administration, 8601 Adelphi Road-OGIS, College Park, Maryland 20740-6001, e-mail at [ogis@nara.gov](mailto:ogis@nara.gov); telephone at (202) 741-5770; toll free at 1-877-684-6448.

Sincerely,

*Madeleine Ayers*

Madeleine Ayers  
Government Information Specialist  
Office of the General Counsel

Enclosure

REPORT OF INVESTIGATION

<b>SUBJECT</b> [REDACTED] Assistant Director for Administration [REDACTED]		<b>CASE NUMBER</b> [REDACTED]
<b>OFFICE CONDUCTING INVESTIGATION</b> Washington Field Office		<b>DOJ COMPONENT</b> Executive Office for Immigration Review
<b>DISTRIBUTION</b>	<b>STATUS</b>	
<input checked="" type="checkbox"/> Field Office WFO	<input type="checkbox"/> OPEN <input type="checkbox"/> OPEN PENDING PROSECUTION <input checked="" type="checkbox"/> CLOSED	
<input checked="" type="checkbox"/> AIGINV	<b>PREVIOUS REPORT SUBMITTED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	
<input checked="" type="checkbox"/> Component EOIR	<b>Date of Previous Report:</b>	
<input type="checkbox"/> USA		
<input type="checkbox"/> Other		

SYNOPSIS

The Office of the Inspector General (OIG) initiated this investigation upon receipt of information from [REDACTED], alleging that between March 2013 and February 2015, EOIR Assistant Director for Administration [REDACTED] used her authority to hire close friends and fellow church congregants in lieu of better qualified applicants as both direct-hire and contract personnel at EOIR. A review of the predicated information further suggested that [REDACTED] solicited and accepted gifts from subordinates, failed to inform anyone within EOIR of the potential appearance problem in hiring friends, maintained inappropriate relationships with subordinate employees, used her public office for the private gain of friends, attempted to use nonpublic information to further the private interest of friends and fellow church congregants, requested funds from subordinates to further her private interest, specifically her dance ministry and the wedding of a subordinate/friend, abused the contract hiring process, retaliated against employees who did not support her efforts to hire her friends, and participated in a *quid pro quo* scheme with one specific contract vendor.

The OIG investigation substantiated that [REDACTED]

- Used her position to hire friends in lieu of better qualified applicants;
- Solicited and accepted gifts and donations from subordinates;
- Retaliated against employees who refused to hire her friends;
- Maintained inappropriate relationships with subordinates;
- Participated in a *quid pro quo* scheme with a contract company;
- Abused the contractor hiring process and used non-public information to benefit friends; and

<b>DATE</b> May 19, 2017	<b>SIGNATURE</b> [REDACTED] (for)
<b>PREPARED BY SPECIAL AGENT</b> [REDACTED]	
<b>DATE</b> May 19, 2017	<b>SIGNATURE</b> <i>Michael P. Tompkins</i>
<b>APPROVED BY SPECIAL AGENT IN CHARGE</b> Michael P. Tompkins	

- Failed to disclose a close personal intimate relationship she maintained with a member of her hiring panel;
- The OIG also found that [REDACTED] lacked candor and provided several false statements to the OIG.

The Department of Justice (DOJ) Criminal Division, Public Integrity Section (PIN) declined criminal prosecution of [REDACTED]

The OIG investigation determined that [REDACTED] violated the DOJ's Ethics Handbook for On and Off-Duty Conduct as well as multiple statutes and regulations, including Title 5 U.S.C. §§ 7351 (Gifts to superiors) and 2302 (Prohibited personnel practices), Title 5 C.F.R. Part 2635 §§ 502(a)(2) (Personal and business relationships), 702 (Use of public office for private gain), and 703 (Use of nonpublic information). The investigation also established that [REDACTED] participated in a *quid pro quo* scheme in violation of Title 18 U.S.C. § 201 (Bribery). The investigation also determined that [REDACTED] made material false statements in violation of 18 U.S.C. § 1001 (Statements or entries generally) and 38 C.F.R. § 45.13 (Duty to cooperate in an official investigation).

The OIG previously investigated and found inappropriate hiring practices in EOIR and in the Justice Management Division (JMD), where [REDACTED] worked before joining EOIR. The findings of these investigations are contained in the following OIG Reports: *Report Regarding Investigation of Improper Hiring Practices in the Justice Management Division, July 2012*, <https://oig.justice.gov/reports/2012/s1207.pdf>; and *Report Regarding Investigation of Improper Hiring Practices by Senior Officials in the Executive Office for Immigration Review, November 2014*, <https://oig.justice.gov/reports/2014/s1502.pdf>.

The OIG has completed its investigation and is providing this report to EOIR for appropriate action. The OIG is also referring its finding of retaliation by [REDACTED] to the U.S. Office of Special Counsel.



## DETAILS OF INVESTIGATION

### Predication

The Office of the Inspector General (OIG) initiated this investigation upon receipt of information from [REDACTED]

[REDACTED] alleging that between March 2013 and February 2015, EOIR Assistant Director for Administration [REDACTED] used her authority to hire close friends and fellow church congregants in lieu of better qualified applicants as both direct-hire and contract personnel at EOIR. A review of the predication information further suggested that [REDACTED] solicited and accepted gifts from subordinates, failed to inform anyone within EOIR of the potential appearance problem in hiring friends, maintained physical, extramarital and inappropriate relationships with subordinate employees, used her public office for the private gain of friends, attempted to use nonpublic information to further the private interest of friends and fellow church congregants, requested funds from subordinates to further her private interest, specifically her dance ministry and the wedding of a subordinate/friend, abused the contract hiring process, retaliated against employees who did not support her efforts to hire her friends, and participated in a *quid pro quo* scheme with one specific contract vendor.

Specifically, on February 27, 2015, the OIG met with EOIR ELR attorneys. The attorneys reported that while reviewing a series of [REDACTED] e-mails for responsiveness to an unrelated Freedom of Information Act (FOIA) request, they discovered e-mails that disclosed close, personal relationships between [REDACTED] and several of the contract employees she hired to work in the Administration Division. The e-mails also appeared to show [REDACTED] soliciting gifts and funds, manipulating contracts to benefit her friends and fellow church congregants, and generally conducting herself in a manner inappropriate to her position as a Senior Executive Service (SES) DOJ employee and in contradiction with DOJ and Executive Branch ethics policies.

[REDACTED]

### Investigative Process

The OIG's investigative efforts consisted of the following:

Interviews of the following current and former EOIR personnel:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

Interviews of the following DOJ personnel:

[REDACTED]

Interviews of the following additional personnel:

[REDACTED]

Review of the following:

- Documentary evidence collected in [REDACTED] office
- Government-issued electronic devices including mobile phones, laptops, and a tablet device
- E-mails
- Short message and multimedia message services (hereinafter text messages)
- Photographs
- HR documentation for EOIR job applicants

## Background

[REDACTED] entered on duty at EOIR as Assistant Director for Administration, following 15 years working on budgets and appropriations at the Justice Management Division (JMD).

[REDACTED]. The Assistant Director for Administration at EOIR has supervisory direction over EOIR's Office of Human Resources Operations, Security, Benefits and Training, and supervisory direction over EOIR's Office of the Controller, which includes Budget and Finance, Contracts and Procurement, and Property Management. The vacancy announcement for [REDACTED] position stated:

The Assistant Director of Administration provides guidance in the development and implementation of financial management policies and programs, and implements a robust contract management and financial management/reporting system as needed.

The Assistant Director assesses program operation and oversees the development of policies and guidance for comprehensive human resources plans and programs related to the recruitment, retention, compensation, and special initiatives.

While responding to a FOIA request pursuant to a pending and unrelated Equal Employment Opportunity case, the EOIR Office of General Counsel discovered the predicated material and made the aforementioned referral to the OIG through their ELR section. The predicated material primarily included official emails to and from [REDACTED] with their attachments.

In reviewing this predicated material, the OIG found that [REDACTED] EOIR official e-mail contained extensive personal communication regarding her hiring practices, extramarital affairs, religious teachings and scripture, shopping habits, and her desire to build a self-proclaimed "dream team," consisting of friends and church members working under her supervision. In addition, [REDACTED] work email showed that she solicited funds from subordinates, negotiated for and interfered with contracts, sent out vacancy announcements, shared non-public information with friends and fellow church members she wanted to hire, and regularly forwarded e-mails regarding internal personnel matters and EOIR executive level discussions to subordinate friends with slang shorthand and comments like "smh" which [REDACTED] said stands for "shaking my head." Text messages sent to and from [REDACTED] official EOIR mobile phone also revealed [REDACTED] improper interactions with subordinates and former supervisors.

[REDACTED]

The OIG previously investigated inappropriate hiring practices in EOIR and in JMD, where [REDACTED] worked before joining EOIR. The findings of these investigations are contained in the

following OIG Reports: *Report Regarding Investigation of Improper Hiring Practices in the Justice Management Division, July 2012*, <https://oig.justice.gov/reports/2012/s1207.pdf>; and *Report Regarding Investigation of Improper Hiring Practices by Senior Officials in the Executive Office for Immigration Review, November 2014*, <https://oig.justice.gov/reports/2014/s1502.pdf>.

## Relevant Statutes and Regulations

The DOJ Ethics Handbook for On- and Off-Duty Conduct, referencing 5 C.F.R. 2635.101(b) and Executive Order 12731, provides 14 general principles of ethical conduct. The principles relevant to this investigation include:

Employees shall apply the principles set forth in this section in determining whether their conduct is proper:

1. Public service is a public trust, requiring employees to place loyalty to the Constitution, the laws and ethical principles above private gain.
3. Employees shall not engage in financial transactions using nonpublic Government information or allow the improper use of such information to further any private interest.
6. Employees shall not knowingly make unauthorized commitments or promises of any kind purporting to bind the Government.
7. Employees shall not use public office for private gain.
8. Employees shall act impartially and not give preferential treatment to any private organization or individual.
13. Employees shall adhere to all laws and regulations that provide equal opportunity for all Americans regardless of race, color, religion, sex, national origin, age, or handicap.
14. Employees shall endeavor to avoid any actions creating the appearance that they are violating the law or the ethical standards set forth in this part. Whether particular circumstances create an appearance that the law or these standards have been violated shall be determined from the perspective of a reasonable person with knowledge of the relevant facts

Title 5 U.S.C. § 2302 – Prohibited Personnel Practices – mandates (in pertinent part) that any employee who has authority to take, direct others to take, recommend, or approve any personnel action, shall not, with respect to such authority, . . . (4) deceive or willfully obstruct any person with respect to such person's right to compete for employment; (6) grant any preference or advantage not authorized by law, rule, or regulation to any employee or applicant for employment (including defining the scope or manner of competition or the requirements for any position) for the purpose of improving or injuring the prospects of any particular person for employment. The regulation further mandates that any employee who has authority to take, direct others to take, recommend, or approve any personnel action, shall not, with respect to such authority (8) take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment because of (A) any disclosure of information by an employee or applicant which the employee or applicant reasonably believes evidences (i) any violation of any law, rule, or regulation, or (ii) gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or

safety, if such disclosure is not specifically prohibited by law and if such information is not specifically required by Executive order to be kept secret in the interest of national defense or the conduct of foreign affairs; or (12) take or fail to take any other personnel action if the taking of or failure to take such action violates any law, rule, or regulation implementing, or directly concerning, the merit system principles.

Title 5 C.F.R. § 2635.502/2635.502(a)(2) – Personal and business relationship – states that where an employee knows that a particular matter involving specific parties is likely to have a direct and predictable effect on the financial interest of a member of his household, or knows that a person with whom he has a covered relationship is or represents a party to such matter, and where the employee determines that the circumstances would cause a reasonable person with knowledge of the relevant facts to question his impartiality in the matter, the employee should not participate in the matter unless he has informed the agency designee of the appearance problem and received authorization from the agency designee. Subsection (a)(2) goes on to state that an employee who is concerned that circumstances other than those specifically described in this section would raise a question regarding his impartiality should use the process described in this section to determine whether he should or should not participate in a particular matter.

Title 5 C.F.R. § 2635.702 – Use of public office for private gain – prohibits employees from “using public office for your own private gain or for the gain of persons or organizations with which you are associated personally. Your position or title shall not be used: to coerce or induce another person, including a subordinate, to provide any benefit, financial or otherwise, to you or to friends, relatives, or persons with whom you are affiliated in a nongovernmental capacity.”

5 C.F.R. 2635.703 prohibits employees from engaging in a financial transaction using nonpublic information, or allowing the improper use of nonpublic information to further his own private interest or that of another, whether through advice or recommendation, or by knowing unauthorized disclosure.

18 U.S.C. § 1001 (2006) – Statements or entries generally – makes it a crime to knowingly and willfully make any materially false or fraudulent statement or representation or falsify, conceal or cover up a material fact in any matter within the jurisdiction of the executive branch of the Government of the United States.

38 C.F.R. § 45.13 – Duty to cooperate in an official investigation – requires Department employees to cooperate fully with the OIG and respond to questions posed during the course of an investigation upon being informed that their statement will not be used to incriminate them in a criminal proceeding.

Title 5 U.S.C. § 7351 and Title 5 C.F.R. § 2635.302 prohibit solicitation of gifts from subordinate employees. Specifically, the regulation states an employee may not directly or indirectly, accept a gift from an employee receiving less pay than her unless: (1) The two employees are not in a subordinate-official superior relationship; and (2) There is a personal relationship between the two employees that would justify the gift.

Executive Order 12731 (d) prohibits an employee from soliciting or accepting any gift or other item of monetary value from any person whose interests may be substantially affected by the performance or nonperformance of the employee's duties.



Title 18 U.S.C. § 201 prohibits a public official from directly or indirectly, corruptly demanding, seeking, receiving, accepting, or agreeing to receive or accept anything of value personally or for any other person or entity, in return for: being influenced in the performance of any official act.

### **██████ used her position to hire and promote personal friends in lieu of better qualified applicants**

The information provided to the OIG alleged that between March 2013 and February 2015, ██████ used her position to hire personal friends and members of her church in both contract and direct-hire roles at EOIR in lieu of better qualified applicants.

The OIG investigation determined that upon ██████ arrival at the EOIR, she met with EOIR Director ██████ and Deputy Director ██████. According to ██████, he told the OIG that during their initial meetings, ██████ articulated his hiring priorities for EOIR. ██████ directed ██████ to focus the Administration Division on hiring judges and immigration court staff, rather than administrative support personnel. ██████ wanted to reorganize the Administration Division and suggested that she draft a reorganizational proposal which they would later discuss before hiring Administration Division staff. ██████ initiated a "management assessment" of the Administration Division and proposed a reorganization that included hiring approximately 67 administrative personnel. During his OIG interview, ██████ reported that he consistently emphasized to ██████ that hiring immigration judges and court staff were his top priorities. ██████ efforts remained inconsistent with the goals of EOIR as articulated by ██████.

### **██████ Hired Close Personal Friend ██████**

A review of ██████ work email account revealed that, within ██████ first ten days at the EOIR, she exchanged several e-mails with ██████, who ██████ later admitted was one of her best friends, noting that they had previously worked together at a church ministry. Emails demonstrated ██████ close friendship with ██████, ██████ forwarding to ██████ emails between ██████ and ██████. ██████ work emails also revealed that ██████ acted as ██████ wedding planner and was the Matron of Honor at ██████ wedding.

In an April 16, 2013, e-mail, ██████ sent ██████ a vacancy announcement for a contract receptionist position in the EOIR Administration Division through contract company ██████ and encouraged her to apply for the job. ██████ applied for the position but according to ██████ of EOIR, ██████ determined that ██████ was unsuitable because of her poor credit rating and history. ██████ confirmed ██████ was interviewed for a position at EOIR through ██████ and deemed not suitable. ██████ provided ██████ with four alternative, qualified candidates who were already cleared through the screening process to fill the vacant position, but ██████ refused to allow any of the alternative candidates to be hired. ██████ left several voice messages for ██████ regarding ██████ non-selection and attempted to direct him to hire ██████ stating that the candidate was "her employee" not the contractor's, and she needed to select who she wanted. On April 25, 2013, according to ██████ ██████ called ██████ and left a voicemail stating "I am very concerned and I need

this resolved or, you know I will just, I will not have a [REDACTED] contractor here at all ...". [REDACTED] confirmed receiving the voice message which was saved and provided to the OIG.

When [REDACTED] refused to hire [REDACTED], [REDACTED] made efforts to have her hired on a JMD contract with [REDACTED]. On May 28, 2013, [REDACTED] e-mailed [REDACTED] several position descriptions and corresponding pay rates for possible [REDACTED] jobs at EOIR. [REDACTED] applied for an administrative specialist position with [REDACTED]. On July 24, 2013, [REDACTED] e-mailed [REDACTED] about [REDACTED] request for information regarding her credit issues. [REDACTED] prepared a detailed response for [REDACTED] to send to [REDACTED]. The two also agreed to meet at [REDACTED] house to discuss the ongoing background investigation. On August 19, 2013, [REDACTED], notified [REDACTED] that [REDACTED] failed her [REDACTED] background investigation, and provided five other qualified candidates for [REDACTED] to choose from, all of whom were already through the [REDACTED] clearance process. [REDACTED] claimed that the resumes of the five individuals did not have the specific qualifications she needed and that she did not have time to waste training individuals.

Witnesses stated, and e-mails from November 2013 support, that [REDACTED] suggested allowing [REDACTED] to enter on duty on a background investigation waiver to afford her an opportunity to pay down her debt. [REDACTED] denied those efforts when confronted by the OIG. [REDACTED] also denied to the OIG any knowledge that [REDACTED] applied for an EOIR contract position through [REDACTED] despite multiple, lengthy, detailed e-mails between [REDACTED] and the [REDACTED] contract staff at JMD; specifically [REDACTED]

[REDACTED] described EOIR's former Assistant Director for Administration [REDACTED] behavior when it came to contract hiring as "unethical." In 2013, EOIR made a request to [REDACTED] for a contract secretary. EOIR also provided a preferred candidate named [REDACTED]. [REDACTED] said that he interviewed several candidates for the position, including [REDACTED] but she ( [REDACTED] ) didn't exhibit any knowledge of [REDACTED] or its business. He did not feel she was best qualified, and selected someone other than [REDACTED]. [REDACTED] refused [REDACTED] selection, having left [REDACTED] several voicemails regarding his non-selection of [REDACTED]. [REDACTED] reported that [REDACTED] attempted to direct [REDACTED] to hire [REDACTED]. [REDACTED] ultimately refused [REDACTED] selection. According to [REDACTED] since [REDACTED] was not selected by [REDACTED] for the initial position, [REDACTED] drafted a job description for the team leader position that appeared to mirror [REDACTED] resume word for word. The position was reposted. On September 17, 2013, [REDACTED] forwarded the new EOIR contractor vacancy announcements with [REDACTED] to [REDACTED] and [REDACTED] another friend of [REDACTED] (See below- [REDACTED] *Hired Friend* [REDACTED]). [REDACTED] repeatedly sent e-mail inquiries to EOIR's contracting officer for the [REDACTED] contract and other procurement staff, the EOIR Office of Security, EOIR's Chief of Property Management, and her own staff asking about the status of [REDACTED] application and background investigation pertaining to her most recent application. On September 28, 2013, [REDACTED] sent an e-mail to [REDACTED] stating that neither [REDACTED] nor [REDACTED] had yet been interviewed by [REDACTED]. On September 28, 2013, [REDACTED] selected [REDACTED] and [REDACTED] for a team leader and secretary position respectively from a list of four candidates put forward by [REDACTED]. [REDACTED] said he believed the way [REDACTED] forced him to hire [REDACTED] was "unhanded,"

[REDACTED] entered on duty as a "Team Lead" contract employee with [REDACTED] in December 2013. In the summer of 2014, [REDACTED] was transferred, at [REDACTED] direction, to a position in a higher-paid labor

category on an EOIR piggyback contract the Drug Enforcement Administration (DEA) had with [REDACTED]

[REDACTED] told the OIG that she insisted on hiring [REDACTED] despite two independent contractor companies deeming her unsuitable because she had specialized skills that EOIR needed and that the other five cleared candidates presented to [REDACTED] for consideration did not have. When asked to articulate the skills [REDACTED] had, [REDACTED] said, "She had, gosh, and again, I have to recall. I can't, don't know that I can, I'm going to get all this right. But I know that she had the systems requirements that we needed for the database. And I can't remember what the database was. She had the typing skills that we needed. She dealt with personnel issues, personnel at the school system. She had the organizational administrative skills that we needed. And most importantly, the Excel and some of the actual database experience. And I can't remember what the, what it was called." [REDACTED] told the OIG that she disclosed the nature of her relationship with [REDACTED] to [REDACTED] and [REDACTED] prior to hiring her.

When interviewed by the OIG [REDACTED] and [REDACTED] denied any knowledge of the relationship or that she was hiring [REDACTED]

#### **[REDACTED] Attempted to Hire [REDACTED]**

On June 3, 2013, two months after she entered on duty, [REDACTED] emailed to [REDACTED] resume. [REDACTED] was [REDACTED] then-fiance [REDACTED]. [REDACTED] passed the resume to [REDACTED], and asked if [REDACTED] would consider hiring [REDACTED] as a security staff member. [REDACTED] did not inform [REDACTED] about [REDACTED] relationship to either [REDACTED] or [REDACTED]. [REDACTED] deemed [REDACTED] unqualified for any vacant position on her staff.

In late 2014 or early 2015, [REDACTED] penciled [REDACTED] initial into a contract proposal from [REDACTED] as either a Project Administrator I or a Dispatcher at either \$29 or \$30 per hour. [REDACTED] [REDACTED].)



[REDACTED]

[REDACTED] also wrote [REDACTED] name on a pink note attached to the cover of the same contract proposal under the heading "New," which also contained three additional names [REDACTED] intended to hire at EOIR. [REDACTED]

[REDACTED]

[REDACTED]

However, prior to any action taken, [REDACTED] was placed on administrative leave and [REDACTED] was not awarded a position.

During her OIG interview, [REDACTED] denied her efforts to hire [REDACTED] despite reviewing the above evidence during the compelled interview. When confronted with her handwritten notes on the contract proposal that identified [REDACTED] with the designation [REDACTED] by two positions in the proposal and as a "New" employee on the pink note, [REDACTED] initially denied any knowledge of what her notes meant but

then acknowledged the OIG's interpretation. She said, "I have no idea what I, what that means...I don't know... I don't know what else they could be." [REDACTED]

#### **Hired Friend** [REDACTED]

A review of [REDACTED] work emails showed that within [REDACTED] first two weeks at the EOIR, she exchanged several e-mails with [REDACTED] who [REDACTED] admitted was one of her friends from the [REDACTED]

On May 17, 2013, [REDACTED] received a personal e-mail on her DOJ email account from [REDACTED] with included [REDACTED] resume. Similar to the hiring of [REDACTED] [REDACTED] told the OIG that she insisted that [REDACTED] had "specialized databases skills" necessary at EOIR. As noted above, on September 28, 2013, [REDACTED] selected [REDACTED] for a contracted secretary level I position. A review of [REDACTED] resume revealed that her prior work experience included two years as a sales manager at [REDACTED] and ten years as an account manager and executive assistant at [REDACTED], however, the resume contained basic typographical errors atypical of a skilled executive assistant or secretary.

On January 8, 2014, [REDACTED] was cleared to enter on duty at EOIR into the labor category of Secretary Level I. However, according to a January 9, 2014, email, [REDACTED] and [REDACTED] felt that the \$18 per hour salary was too low. [REDACTED] interceded on [REDACTED] behalf and articulated to [REDACTED] reasons why the position [REDACTED] was filling needed to be at a higher labor category, in spite of the fact that the announcement was for a Secretary Level I. As a result of [REDACTED] efforts, on February 4, 2014, [REDACTED] entered on duty at a higher pay grade, Secretary Level II at \$20.18 per hour plus an additional \$3.81 per hour for "health and welfare" for a total of \$23.99 per hour. The OIG was unable to find any precedent for a senior executive within a component advocating on behalf of a contractor to increase their salary after the contractor accepted the offer as advertised.

On April 15, 2014, less than ten weeks after [REDACTED] entered on duty, [REDACTED] sent an email to [REDACTED] with a courtesy copy to [REDACTED], stating:

[REDACTED]

Last week I told [REDACTED] that we needed to initiate the request to change the labor category for our receptionist to a Correspondence Management Analyst (the highest level which I believe is a IV or V). The request is due to a reorganization of our Division and our contractor [REDACTED] [REDACTED] is now handling additional duties as required by the reorg so we need to make sure the positions labor category is adjusted to fit the new organizational structure and workload requirements. Please follow-up with [REDACTED] to get this taken care of. Thank you.

[REDACTED] requested that [REDACTED] initiate a request that [REDACTED] increase [REDACTED] labor category from Secretary Level II to the Correspondence Management Analyst labor category, the highest-paid labor category in the receptionist/secretary track at the time. One month later, on May 16, 2014, [REDACTED] sent [REDACTED] an e-mail with the position description and qualifications for Records Management Analyst IV with the text "Please review and make sure all applies." [REDACTED] received the transfer and promotion as [REDACTED] requested.

During her OIG interview, [REDACTED] claimed that she discussed hiring issues and decisions with former [REDACTED] before taking any action. [REDACTED] was unable to articulate why she advocated a higher salary for [REDACTED] or had her transferred and promoted. When interviewed by the OIG, [REDACTED] contradicted [REDACTED] testimony concerning hiring matters. When it came to [REDACTED], [REDACTED] said, "it was just along the lines of, you know, of just someone in her position being so concerned about a contractor staff and that, I -- you know, it's like, why am I not dealing with the head of HR? Why aren't they the ones concerned with this individual and what they're doing? It, it was just out of the, way out of the norm to have her so insistent on, she gets hired, she gets trained, this kind of thing."

[REDACTED], former [REDACTED], told the OIG that [REDACTED] sought training for [REDACTED] to prepare her for a direct-hire federal government position. When [REDACTED] denied the request, [REDACTED] directed EOIR [REDACTED] to secure the training through [REDACTED] contract. Ultimately, [REDACTED] paid for the training. [REDACTED] also confirmed [REDACTED] efforts to secure training for [REDACTED]

#### **Hired**

The OIG determined that less than two weeks after [REDACTED] entered on duty, she received [REDACTED] resume via her DOJ email. [REDACTED] told the OIG that she knew him from her church and dance ministry. [REDACTED] confirmed wanting to help [REDACTED], and records indicate she immediately forwarded [REDACTED] resume to [REDACTED], stating "Here is the other person. I want/we need folks ready and poised to WORK & are capable of doing multiple things". [sic]

On June 7, 2013, [REDACTED] e-mailed [REDACTED] requesting her assistance updating his resume. [REDACTED] deemed [REDACTED] unqualified for the technical IT position, so [REDACTED] through [REDACTED], EOIR's [REDACTED], asked [REDACTED] if it would be possible to hire [REDACTED] (along with [REDACTED] and [REDACTED] through the JMD contract with [REDACTED] [REDACTED] was the only person deemed suitable by [REDACTED] and he entered on duty in October 2013 in an administrative position.

Prior to [REDACTED] entering on duty, [REDACTED] sent an email to his personal email account on July 10, 2013, directing [REDACTED] to attend EOPF Refresher HR Specialist and System Administration training in August 2013. Immediately upon entering on duty, [REDACTED] required additional training to perform his duties. On December 12, 2013, [REDACTED] e-mailed [REDACTED], whose position [REDACTED] was hired to backfill, and said that [REDACTED] lacked training and she wanted [REDACTED] training to be [REDACTED] priority.

On January 21, 2015, [REDACTED] e-mailed [REDACTED] stating that he could not get certain "coding to work" and that he was not understanding it. Nonetheless, on April 14, 2015, [REDACTED] directed [REDACTED] to research approval for [REDACTED] to receive back-pay as a Senior Programmer. The back-pay did not go through as [REDACTED] was terminated on April 20, 2015, concurrent with [REDACTED] initial placement on administrative leave.

During her OIG interview, [REDACTED] reported that [REDACTED] approached [REDACTED] inquiring about finding someone with [REDACTED] alleged skills. [REDACTED] told the OIG that [REDACTED] advocated on behalf of hiring [REDACTED] because he had the necessary skill set for the job. In his voluntary interview with the OIG, [REDACTED] denied any involvement in hiring [REDACTED] his conversation about finding specific needs, and further denied any knowledge of [REDACTED] purported skills. When asked specifically about [REDACTED] statement, [REDACTED] said, "I don't believe any of that is true."

██████ told the OIG that EOIR needed a technical expert with ██████ expertise, but had a difficult time articulating EOIR's need. She explained EOIR's need as follows: "Because we needed a technical, well, first we needed a technical person in the, in our, I don't even know what to call it, but it was in HR. It was a human resources position. And they did all the reporting on, they did the NSC type stuff and they did like help desk type stuff. So I reached out to him because of that." ██████ was unable to articulate why she directed ██████ to take training in August and later requested additional training for him if he had the necessary skills for the job.

**Hired**

The OIG determined that shortly after arriving at EOIR, [REDACTED] communicated regularly with [REDACTED] a close personal friend of hers for several years.

The information provided to the OIG included a series of e-mails between [REDACTED] and [REDACTED].

[REDACTED]

[REDACTED]

\_\_\_\_\_

On July 20, 2013, prior to [REDACTED] entering on duty at EOIR, [REDACTED] sent an e-mail from her EOIR account to [REDACTED] that read in part:

[REDACTED]

She went on to write:

[REDACTED]

Approximately one year later, [REDACTED] entered on duty at EOIR as a [REDACTED]

[REDACTED] was the first Administration Division contractor to be hired under [REDACTED] through the DEA contract with [REDACTED]. On June 9, 2014, [REDACTED] chief of staff, [REDACTED] forwarded to [REDACTED] an e-mail from [REDACTED] explaining that there was confusion with [REDACTED]'s pay. Specifically, [REDACTED] said that [REDACTED] was previously making \$30 per hour, but [REDACTED] thought he meant \$30,000 per year. Since [REDACTED] misunderstood the labor request from [REDACTED] they would be losing money so they would have to renegotiate the contract for a greater labor cost. In response, [REDACTED] told [REDACTED] to amend the contract and get a new quote for and increase in salary for [REDACTED]. In July 2014, [REDACTED] entered on duty as a contract supervisory security specialist level III (GS-12 equivalent) under the [REDACTED] contract. According to [REDACTED] [REDACTED] was hand-selected by [REDACTED] and had no supervisory experience or responsibilities when he entered on duty in a supervisory capacity.

The OIG also found evidence in [REDACTED] work emails relevant to the allegation that she attempted to convert some of her friends, including [REDACTED] to direct-hire positions. For example, on January 16, 2015, [REDACTED] e-mailed [REDACTED] about bringing contract employees on as direct hires without competing their positions. [REDACTED] replied, "Yes!!! Way to bring it home [REDACTED]! So how does that apply to making [REDACTED] On March 3, 2015, [REDACTED] sent [REDACTED] his resume from his personal e-mail address and wrote, "Hey SPP! Here is my resume. I will change the formatting before i [sic] give it to [REDACTED] Time for a new look. But the content will be the exact same. If you can, call me and we can go over the changes i [sic] will make them real time. Thank you SOOOO MUCH!!!! For everything that you do [sic]!" [REDACTED] forwarded this email exchange to her EOIR e-mail account. Additionally, there were other emails and text messages that supported [REDACTED] efforts to obtain training for [REDACTED].

Within weeks of [REDACTED] entering on duty at EOIR, [REDACTED] began forwarding him e-mails she received from EOIR management discussing operations, personnel, and other business matters. For example, on October 15, 2014, [REDACTED] forwarded [REDACTED] information concerning non-selection of an applicant, [REDACTED]. On December 11, 2014, she forwarded him an e-mail, including an attachment she received from [REDACTED] regarding feedback [REDACTED] received from the EOIR executive officers regarding recommendations for the Administration Division. When [REDACTED] could not open the attachment, [REDACTED] converted it to a pdf and resent it to him. [REDACTED] wrote, "That was interesting...." On December 12, 2014, [REDACTED] sent [REDACTED] an e-mail with the subject line "[REDACTED] The body of the e-mail read: "Had a constructive dialog [sic] with [REDACTED] I have confidence you will see vast improvement!" [REDACTED] Within two minutes of receiving the e-mail, [REDACTED] forwarded it to [REDACTED]. On December 29,

2014, [REDACTED] sent [REDACTED] written counseling via e-mail about validating her staff's time and attendance. Within 15 minutes, [REDACTED] forwarded the e-mail to [REDACTED] with a smiling face emoticon. On April 1, 2015, [REDACTED] e-mailed [REDACTED], and copied [REDACTED] requesting an SF-52 detailing [REDACTED] to a different office. In the e-mail, [REDACTED] specifically requested that [REDACTED] not disclose the detail to her personnel security staff members until she had a chance to discuss with [REDACTED] and [REDACTED] the following Thursday morning. The next day, [REDACTED] forwarded the e-mail to [REDACTED] despite [REDACTED] request to keep the information close hold until [REDACTED] could brief her team.

[REDACTED] forwarded hundreds of similar e-mails to [REDACTED] having to do with all aspects of EOIR and DOJ matters. Often the e-mail contained emoticons and acronyms "smh," which [REDACTED] told the OIG stood for "shaking my head." On multiple occasions, [REDACTED] sent [REDACTED] e-mails referring to him as "SPP," which she said stood for "secret pen pal." During the compelled interview [REDACTED] said, "I called him my undercover boss. I called him UCB... he was somebody that I bounced things off of."

In addition to their inappropriate relationship in the workplace and [REDACTED] improperly sharing EOIR management e-mails with [REDACTED], he , often gave [REDACTED] gifts while he was her subordinate.

During her OIG compelled interview, [REDACTED] admitted that [REDACTED] regularly brought [REDACTED] lunch and once gave her the Scandal DVD box set as a gift. However, [REDACTED] repeatedly denied maintaining a sexual relationship with [REDACTED]. She admitted that [REDACTED] had been at her house and watched television while cuddling on the couch and that the two hugged and kissed on the cheek both before and during his tenure at EOIR. She also admitted that her husband would have been upset about her relationship with [REDACTED] if he had known. She told the OIG, "I separated from my husband. [REDACTED] and I were on and off. And [REDACTED], I expressed these things to [REDACTED]. I mean, he was, he is like a girlfriend type of guy." [REDACTED] was unable to explain why she discussed operational and personnel related matters with [REDACTED].

Upon further questioning, [REDACTED] said, "With my position I should have taken more care in making sure that I understood the rules better, and understood my role, and understood my boundaries better."

[REDACTED] told the OIG that she hired [REDACTED] at the recommendation of [REDACTED], the SES Director of the Security and Emergency Planning Staff (SEPS) for DOJ and not because he was her "best male friend." She claimed that she was looking for personnel security specialists and contacted [REDACTED] to see if SEPS had any people they could loan to EOIR. [REDACTED] stated that [REDACTED] told her he did not have any personnel to spare, but recommended she hire [REDACTED] one of his former [REDACTED] [REDACTED]), who had the requisite skills and experience.

[REDACTED] later told the OIG that [REDACTED] compelled testimony regarding [REDACTED] recommendation was "absolutely, categorically incorrect" and denied having any conversation with [REDACTED] about [REDACTED] or encouraging her to hire him. [REDACTED] vehemently denied to the OIG having the above-referenced exchange with [REDACTED]. He said, "That is absolutely, categorically incorrect...I've never recommended an officer. I've never recommended anyone for her to hire, ever."

[REDACTED] described the meticulous nature of conducting background adjudications and why he would not have recommended a [REDACTED] for such a position. He also told the OIG that [REDACTED] was rumored to have



had a relationship with an [REDACTED], but went on to say, "I don't even know who [REDACTED]."

[REDACTED] *Hired* [REDACTED]

[REDACTED] told the OIG that in May 2014 [REDACTED] gave her permission to hire three personnel security specialists. In response to a posted job announcement, the EOIR received 77 applications for positions ranging in grade from GS-9 to GS-12. [REDACTED] and former [REDACTED] reviewed the resumes/applications and paneled ten applicants at each of the advertised grades while [REDACTED] created a list of standard interview questions to ask each candidate. [REDACTED] highlighted GS-9-applicant [REDACTED] as someone that the EOIR Administration Division was interested in. [REDACTED] was familiar with [REDACTED] having met him through their church and at [REDACTED] parents' house. [REDACTED] is an "elder" and minister at the church where [REDACTED] performed as a solo liturgical dance ministry member. During her visit at [REDACTED] parents' home, [REDACTED] told [REDACTED] that "...we'll be looking for some personnel security people, you know once we can start hiring....there may be so opportunities coming up." In addition, [REDACTED] told the OIG that [REDACTED] was the son of [REDACTED] godparents and had a previous relationship with [REDACTED]

[REDACTED] designated as the selecting official for the personnel security specialist positions, identified four potential hires at the GS-9, 11, and 12 levels. [REDACTED] was not among those selected as qualified. Nevertheless, she was informed by [REDACTED] that if she interviewed one applicant, she had to interview all. [REDACTED] directed [REDACTED] and [REDACTED] to interview [REDACTED] whom she later hired at [REDACTED] direction. In spite of [REDACTED] not being selected for an interview, [REDACTED] was later directed by [REDACTED] to interview [REDACTED] along with [REDACTED] [REDACTED] was interviewed by [REDACTED] and [REDACTED] on August 29, 2014.

During their OIG interviews, [REDACTED] and [REDACTED] independently told the OIG that [REDACTED] was not qualified for the position based on his resume and the answers he provided during the interview. They explained that [REDACTED] had no relevant experience in pre-employment security suitability adjudication and was not at all familiar with the relevant C.F.R. section. Despite their assessments and recommendation not to proceed with [REDACTED] [REDACTED], at [REDACTED] direction, told [REDACTED] to pass [REDACTED] through to a second-round interview that would be held with [REDACTED]

On September 8, 2014, [REDACTED] had a second interview at EOIR with [REDACTED] and [REDACTED]. Later that day, [REDACTED] was asked to review [REDACTED] preliminary paperwork and she reported to [REDACTED] that [REDACTED] had some issues which would need to be addressed before a waiver of his background investigation (BI) could be granted for employment. That message was forwarded to [REDACTED] who on September 9, 2014, sent an e-mail directing [REDACTED] and [REDACTED] to have HR recheck his BI status because it was [REDACTED] belief that [REDACTED] had a top secret clearance granted in July 2014. One minute later, [REDACTED] forwarded the same e-mail to [REDACTED], who provided [REDACTED] with information [REDACTED]

On October 7, 2014, [REDACTED] asked [REDACTED] about her assessment of the GS-12 applicants and told [REDACTED] that [REDACTED] wanted to hire [REDACTED] at the GS-9 level despite the better-qualified applicants. [REDACTED] refused to serve as the hiring official for [REDACTED] because [REDACTED] was neither the best candidate, nor qualified. On October 14, 2014, [REDACTED] demanded that [REDACTED] provide a written explanation of her

non-selection of [REDACTED]. The following day, [REDACTED] provided to [REDACTED] her justification for recommending five other candidates over [REDACTED]. [REDACTED] disregarded [REDACTED] recommendations, and on October 17, 2014, signed the Merit Promotion Referral selecting [REDACTED]. On November 26, 2014, [REDACTED] entered on duty as a direct-hire personnel security specialist.

According to [REDACTED] on April 9, 2015, [REDACTED] went to her and later to [REDACTED] in tears stating that he could not handle his work. On April 10, 2015, [REDACTED] was placed on a performance improvement plan (PIP) and on April 30, 2016, he resigned. According to [REDACTED], [REDACTED] was pending termination due to his inability to improve following his PIP and resigned in lieu of termination.

The OIG asked [REDACTED] why she hired [REDACTED] over the objection of seasoned and professional staff members who work within the security arena. [REDACTED] responded that she believed [REDACTED] was the most qualified for the position based on his resume, that [REDACTED] "did personnel security" before, his job interview, and what the panel decided. [REDACTED] said, "[REDACTED] was the choice of the group, of the second interview people, the panel. He was their choice. He was a collective choice." When confronted with the non-recommending comments made by the panel members and documentation that contradicted her statements, [REDACTED] was unable to explain the inconsistencies. [REDACTED] then admitted that she used her "veto authority" over [REDACTED] to hire [REDACTED] but claimed she did so because, "the person that [REDACTED] wanted was, had issues [sic]. And I can't remember what they were. But I thought he was more qualified. He was the best qualified person."

In spite of [REDACTED] admission to using her "veto authority" she reiterated that [REDACTED] was the choice of the collective who sat on the second interview with him.

### **[REDACTED] Hired Close Friends [REDACTED]**

On August 25, 2014, EOIR posted one vacancy for a Supervisory Budget Analyst. [REDACTED] electronically forwarded the announcement to her friends [REDACTED] encouraging them to apply. [REDACTED] confirmed she knew both women [REDACTED] where she had worked with and trained both of them. While the announcement was posted, [REDACTED] asked HR if she would be able to hire an additional person off the same vacancy announcement even though the announcement referenced one position. [REDACTED] told the OIG that HR informed her that more than one person could be hired under the single announcement, however the announcement was never changed to reflect multiple vacancies and [REDACTED] was never notified about the possibility of hiring more than one candidate.

[REDACTED] both applied for the Supervisory Budget Analyst vacancy, and on December 2, 2014, [REDACTED] e-mailed [REDACTED] and asked for a status update on her application. [REDACTED] replied to [REDACTED] that she would call her.

On December 3, 2014, [REDACTED] issued the Merit Promotion Referral (MPR) for the Supervisory Budget Analyst position with one line labeled "name of candidate selected." [REDACTED] provided the blank MPR to [REDACTED]. [REDACTED] was to make her selection, annotate it on the MPR, and then sign and date the MPR provided by [REDACTED]. The list of qualified candidates included [REDACTED].



██████████ and eight others. One of the ten qualified candidates was ██████████ current EOIR subordinate. According to ██████████ she was surprised and happy to see her current subordinate's name on the certification list, and, knowing of her outstanding abilities and skills, ██████████ immediately selected her for the position, admittedly without looking at any other candidates. ██████████ wrote her name on the "name of candidate selected" line, signed the MPR, and gave it to ██████████

During ██████████ OIG interview, she reported that when ██████████ came to her office to collect the MPR certification document the following Monday, ██████████ told ██████████ that ██████████ would not allow her to select the current subordinate employee. ██████████ told the OIG that she no longer had the original MPR that she had already signed because ██████████ had taken it from her. The OIG confirmed with ██████████ and other HR staff that the MPR selecting the current subordinate was never received in HR. ██████████ confirmed to the OIG that she told ██████████ that ██████████ would not allow her to select her current subordinate, rather ██████████ wanted ██████████ selected.

After reviewing the EOIR application process, the OIG determined that as part of the application process, candidates were required to submit their most recent performance appraisal. ██████████

██████████ In response to the vacancy announcement, ██████████ submitted an October 2013 performance appraisal in which she received a rating of "Achieved Expectations." According to the ██████████ Performance Appraisal – Rating Summary and Calculation Sheet, there are four possible ratings an employee can receive (in rank order): Achieved Excellence, Exceeded Expectations, Achieved Expectations, and Unacceptable. ██████████ rating of Achieved Expectations was the second lowest possible rating of record. Based on a review of the HR documents relating to the vacancy announcement, two other individuals received very high ratings in their submitted performance appraisals. The current subordinate mentioned above, a senior budget analyst at EOIR since 2005, received an "outstanding" rating while another applicant, a supervisory budget chief at the Department of Agriculture with veteran's preference and 27 years of experience, received a rating of "superior."

Per ██████████ testimony to the OIG, on December 12, 2014, after ██████████ discussion with ██████████ about not being able to select her current subordinate, ██████████ summoned ██████████ to her office. ██████████ told ██████████ that she had gone through all of the applications and there was one candidate who was very well qualified. ██████████ said that while she liked ██████████ choice on a personal level, ██████████ had mentored ██████████ and thought ██████████ was the right candidate. ██████████ asked ██████████ to sign the MPR as the hiring official so ██████████ would not have to explain to her subordinate why she was not selected and because ██████████ did not agree with the selection. ██████████ declined to sign it. ██████████ stated that although she did not want to sign the MPR, she did at ██████████ insistence.

The investigation determined that on December 10, 2014, ██████████ invited ██████████ to attend a meeting at the DOJ 2CON building regarding the Unified Financial Management System, despite her not being a DOJ employee. On December 18, 2014, ██████████ was extended and accepted a conditional offer of employment. On December 30, 2014, ██████████ received and accepted a final offer of employment. She entered on duty on January 24, 2015.

The OIG reviewed the MPR and noted that the document contains two names for appointment, not one as advertised. The first name is ██████████, which ██████████ confirmed she wrote at ██████████

direction on the line labeled "name of candidate selected," and signed on December 12, 2014. However, since there was only one position for [REDACTED] to fill, the document only contained [REDACTED] name when she signed it. The form, however, contains a second name, [REDACTED]. The OIG was unable to identify who added the second name to the document.

[REDACTED]

[REDACTED] told the OIG that she believes someone added the name to the already signed document to give the impression that she, [REDACTED] had approved both selections, when she did not. [REDACTED] recalled that several weeks after being told to hire [REDACTED] [REDACTED] told her that she had "found out" that she could hire another Supervisory Budget Analysts from the August announcement and that she was selecting [REDACTED] for the additional position.

[REDACTED] told the OIG that on December 3, 2014, she issued the blank MPR to [REDACTED] the selecting official. [REDACTED] denied ever seeing [REDACTED] original signed MPR noting her selection of her current subordinate. [REDACTED] also said that she did not know who provided a new, blank, unsigned MPR to [REDACTED] which [REDACTED] used to select [REDACTED] [REDACTED] admitted that she made additional copies of the MPRs and that she was out of the office in mid-December 2014, so it would have been possible for someone to open the casefile and pull out a clean copy, but she did not know who would have done that. [REDACTED] also denied writing [REDACTED] name on the form or recognizing the handwriting.

Additionally, the OIG interviewed [REDACTED], and [REDACTED] about [REDACTED] name being added to the MPR. They all denied adding [REDACTED] name to the form, did not recognize the handwriting that [REDACTED] name was written in, and had not seen [REDACTED] name on the MPR prior to the OIG presenting the questioned document to them.

[REDACTED] told the OIG that on December 30, 2014, in [REDACTED] absence, she extended [REDACTED] her final offer of employment and that [REDACTED] name was not on the MPR at that time. [REDACTED] originally told the OIG that whoever wrote [REDACTED] name on the document must have pulled it from the case file and added it without her knowledge and in [REDACTED] absence. However, in an e-mail dated January 5, 2015, [REDACTED] contacted [REDACTED] and copied [REDACTED] to report that the selection certificate for the Supervisory Budget Analyst position [REDACTED] was reissued for a second selection to be made. [REDACTED] was reinterviewed by the OIG and provided the January 5<sup>th</sup> e-mail at which time she recalled [REDACTED] coming to her and asking for the MPR back so a second selection could be made. [REDACTED] confirmed that [REDACTED] the hiring official, was not involved with the second selection despite her being the selecting official and signatory on the MPR. [REDACTED] claimed she still did not know who handwrote [REDACTED] name on the MPR. According to a January 22, 2015, report entitled "GY 2014 Operating Plan (Approved Positions)," on January 8, 2015, [REDACTED] was selected and she accepted the tentative offer on January 9, 2015.

In an email to [REDACTED] on January 9, 2015, [REDACTED] listed [REDACTED] as among those scheduled to attend an EOIR leadership retreat during the last week of February, despite the fact that she still had not entered on duty, and had only just accepted her tentative offer pending security and other background checks.

On January 22, 2015, [REDACTED], requested on behalf of [REDACTED] that the EOIR Office of Security program the personal government identification cards (i.e. PIV cards) of [REDACTED] and [REDACTED] for unfettered EOIR headquarters building access effective January 26, 2015, although [REDACTED] did not become an employee until February 22, 2015.

The OIG identified an August 2014 e-mail, in which [REDACTED] invited [REDACTED] on a Jamaica "getaway" and another e-mail dated November 26, 2013, in which [REDACTED] asked [REDACTED] to complete a scholarship recommendation for her daughter.

During her OIG interview, [REDACTED] admitted to maintaining personal friendships with [REDACTED] and [REDACTED] prior to and during their time at the EOIR. [REDACTED] said that in addition to forwarding [REDACTED] and [REDACTED] multiple vacancy announcements, she attended happy hours and other social events with them. When questioned about how she came to the decision to select [REDACTED] over the opinion of [REDACTED] the chief selecting officer, [REDACTED] insisted that [REDACTED] was [REDACTED] selection, not hers. [REDACTED] said that [REDACTED] originally wanted to select her current subordinate, but that when [REDACTED] told [REDACTED] she did not review the other applications, [REDACTED] sent her back to review [REDACTED] and [REDACTED] resumes. [REDACTED] said that [REDACTED] came back to her and made both selections – [REDACTED] and [REDACTED] – herself. [REDACTED] said, "[REDACTED] picked them. She chose, she said, you know, when I look at this these, they, she, [REDACTED], she said to me, [REDACTED], at my, she came up to me. She said, [REDACTED] has the skill set." When asked if that conversation took place, [REDACTED] said, "No, that's not true." When asked if she selected [REDACTED] and [REDACTED] or told [REDACTED] that [REDACTED] "had the skill set," [REDACTED] said, "Oh, please. I never said that. I categorically deny ever telling her anything like that... Oh, please. I can't believe that she would actually make that statement. No, no, no, no, I would never." [REDACTED] finally reviewed [REDACTED] application for the first time in front of the OIG and said she never would have hired [REDACTED] if she had actually reviewed her application in 2014.

[REDACTED] admitted that she did not review [REDACTED] performance appraisal or participate in the panel, yet she still selected her in spite of [REDACTED] recommendation. When asked to explain how her two admitted friends were the only two candidates chosen from the list of ten qualified candidates, she said that [REDACTED] "is the highest qualified in there" and continued to assert that it was [REDACTED] and not she, who selected [REDACTED] and [REDACTED].

Although [REDACTED] denied any involvement in the selection of [REDACTED] or [REDACTED] she defended their selections, claiming that she would have reviewed their resumes prior to their second interviews. She then stated, "And I believe [REDACTED] came for, [REDACTED] came for a second interview. And so I probably, I know I probably reviewed her resume. But, and whomever else came for the second interview. And I can't remember who that was, but those were, a panel took care of those and vetting those and putting those up and moving them forward for the cert." The OIG determined that there were no panel interviews of the candidates, specifically [REDACTED] or [REDACTED]. The HR documentation that accompanied the Merit Promotion Referral clearly states: "No Panel interviews; conducted records review," although it lists [REDACTED] and [REDACTED] as the only two members of the panel. [REDACTED] and [REDACTED] both independently denied participating on the "panel". [REDACTED] told the OIG that she was not involved in

creating the MPR, nor did she participate in any interviews with the candidates. Additionally, [REDACTED] never disclosed to [REDACTED] the selecting official, that more than one selection could be made from the vacancy announcement, despite telling the OIG that HR confirmed that she could make multiple selections when the announcement was posted in August 2014.

#### **[REDACTED] Advocated For [REDACTED] Immediate Promotion**

The investigation determined that on April 10, 2015, [REDACTED] requested that [REDACTED] prepare a Quality Step Increase (QSI) for [REDACTED] who had been employed with the EOIR for 51 days. In the e-mail to [REDACTED] [REDACTED] also wrote, "Also check [REDACTED] [last name?] for QSI. [REDACTED] just got a promotion coming so I think the only thing I can do for her is an on the spot when we get approval from JMD to move forward with awards."

On April 14, 2015, [REDACTED] signed and submitted a Standard Form (SF) 52 – Request for Personnel Action – requesting a QSI for [REDACTED]. When questioned about her decision to award [REDACTED] a QSI 51 days after commencing her employment with the EOIR, [REDACTED] said, "I discussed it with [REDACTED] and I discussed it with [REDACTED] if he was, I'm sure it was both of them. I didn't make a move without talking to them. They both knew. Every week I talked to them in detail about what was happening in the division. I didn't make a move without them saying yes." [REDACTED] did not provide any justification or reason for the increase. When asked if [REDACTED] could authorize a QSI, especially one that she herself was the requesting official on, [REDACTED] said, "I followed the rules that were set before me. It was my perception that this is how it should be done." She continued, "I had no reason to believe that was improper."

When interviewed by the OIG, [REDACTED] and [REDACTED] independently denied approving the QSI or having any discussion about it with [REDACTED] or anyone else. [REDACTED] told the OIG that she was not aware that [REDACTED] was nominated for a QSI and confirmed that she is the authorizing official for awards, especially QSIs. [REDACTED] further stated that [REDACTED] award nomination should have been approved by herself, and not the nominating official, [REDACTED] said, "Yeah [REDACTED] QSI] should have come to me. And to ask for a QSI within 90 days of entering on duty is obscene." Additionally, [REDACTED] supervisor, [REDACTED] told the OIG that she was never consulted on a QSI for her subordinate or recommended that she receive one.

In addition, when the OIG recovered the original documentation from [REDACTED] office, the OIG noted that on the outside of the folder containing the SF-52 was a handwritten note, dated April 20, 2015, from [REDACTED] that read, "[REDACTED], In order to effect this action and according to [REDACTED] an "Outstanding" appraisal must accompany the QSI; [REDACTED] has been on board less than 60 days...Thanks, [REDACTED]." [REDACTED] was placed on administrative leave on April 20, 2015, so no additional action was taken on the QSI request.

#### **[REDACTED] Promoted [REDACTED]**

Through a review of [REDACTED] DOJ emails, the OIG discovered that within three weeks of entering on duty on March 24, 2013, [REDACTED] began exchanging personal e-mails with [REDACTED]. For example, [REDACTED] forwarded a near-daily e-mail entitled "What the Lord is Saying Today" to several individuals, including [REDACTED] [REDACTED] [REDACTED] [REDACTED] and [REDACTED].



[REDACTED] and on April 13, 2015, while [REDACTED] was teleworking, [REDACTED] wrote to her: [REDACTED]

On April 11, 2013, [REDACTED] and [REDACTED] e-mailed each other about their church affiliations and began a regular exchange of e-mails back and forth. Between [REDACTED] entrance on duty at EOIR and [REDACTED] promotion, less than six weeks later, [REDACTED] sent him more than 220 personal e-mails. That is to say, the e-mails were only from [REDACTED] to [REDACTED] with no one else copied or otherwise involved in the electronic communication.

On April 26, 2013, the two went to lunch alone together. Later that same day, frustrated with [REDACTED] failure to hire her friend [REDACTED], [REDACTED] forwarded [REDACTED] an e-mail she had sent to [REDACTED], criticizing [REDACTED] and calling [REDACTED] actions "totally unacceptable and unethical."

On May 1, 2013, [REDACTED] e-mailed [REDACTED] with the subject line [REDACTED]. On May 2, 2013, [REDACTED] asked [REDACTED] for his Blackberry PIN and the two exchanged additional e-mails with sexual innuendos, referring to each other as [REDACTED]. In one e-mail, [REDACTED] asked [REDACTED]

In addition to the e-mails, which establish that [REDACTED] knew [REDACTED] prior to promoting him from the warehouse, everyone identified by [REDACTED] as having provided information to her about [REDACTED] was interviewed by the OIG. They all denied that [REDACTED] asked about [REDACTED]

During her OIG interview, [REDACTED] confirmed suggesting to [REDACTED] that [REDACTED] should be moved from his current position to a position within [REDACTED] area, which required that [REDACTED] obtain additional training and an increase in salary. The investigation confirmed the May 9, 2013, request to move [REDACTED] from his Warehouse Specialist labor category to that of a Secretary III on the procurement staff where he became a Procurement Technician with no prior procurement experience. [REDACTED] forwarded an e-mail to [REDACTED] showing the request, to which he responded, "Thank you, thank you, thank you. I really appreciate you for coming in and doing the work GOD set before you, you had no idea I wanted this specifically, so again I thank you for being obedient." [REDACTED] replied, "Always in ALL WAYS!" Over the next 23 months, [REDACTED] exchanged numerous e-mails with [REDACTED] similar to those sent between her and [REDACTED] about the inner workings at EOIR and other personnel matters.

During her OIG interview, [REDACTED] denied maintaining a physical relationship with [REDACTED] and told the OIG that [REDACTED]. Following a review of [REDACTED] DOJ emails, the OIG learned that [REDACTED] regularly escorted [REDACTED] to and from her car in the garage at EOIR headquarters to her office and enjoyed morning coffee together. When questioned, [REDACTED] confirmed writing in one email to [REDACTED] saying ... [REDACTED] admitted to "blowing off steam" by sending [REDACTED] e-mails about other EOIR business and personnel matters.



denied playing a role in \$10,000 salary increase despite the e-mail exchange with and the text messages she sent to and . She told the OIG that increased responsibilities at their own behest and thus increased her labor category.

### ***OIG's Conclusion Concerning Practice of Hiring and Promoting Her Friends***

The OIG investigation concluded that by ignoring established hiring procedures and trained HR professionals, violated 5 U.S.C. § 2302, DOJ policy, Executive Order 12731, and 5 C.F.R. §§ 2635.101, 502, and 702 when she hired seven friends over better qualified candidates who were recommended to be hired; nominated and approved a premature quality step increase (promotion) for a friend; nominated a friend for a spot award; and promoted a friend who lacked the skill or qualification to justify the promotion. The OIG's conclusion is supported by admissions, eyewitness testimony, documentary evidence, and electronic communications. The OIG found that systematically infused the Administration Division with close personal friends as both subordinate contractor employees and direct-hire personnel by claiming that they had specialized skills necessary for EOIR when they did not. A review of applications and HR records from EOIR and contracting agencies and extensive interviews with HR panel members and contract staff directly rebut claims. Moreover, e-mail discussions about the necessity of training for many of the hires refute her claim that they (her friends) would "hit the ground running."

The OIG investigation also concluded that lacked candor and knowingly and willfully provided material false information to the OIG in violation of 18 U.S.C. § 1001 and 38 C.F.R. § 45.13 on multiple occasions during her compelled sworn testimony. The OIG's conclusion is supported by documentary evidence, witness statements, and electronic communications.

The OIG further concluded that engaged in an inappropriate relationship with in violation of 5 U.S.C. § 2302 and 5 C.F.R. § 2635.101.

### **solicited and accepted gifts and donations from subordinates**

Information provided to the OIG alleged that between March 2013 and February 2015, at times infused her religious beliefs into Administration Division functions and used her position to solicit donations in furtherance of her liturgical dance ministry. The information further alleged that solicited funds for and in part paid for a subordinate's wedding.

and others noted connections between and contractor through their church, stated that was a member of a church-related stated to the OIG that she noted flyers concerning the worship center posted in EOIR work spaces.

voiced concern to the OIG over what she characterized as introduction of religion in the workplace. In addition to hiring fellow congregants from her church who appeared to lack the requisite credentials, purportedly held church services/gatherings in her EOIR office after hours. stated that for Thanksgiving 2013, had a luncheon catered on the 18<sup>th</sup> floor for

the entire administration division. Prior to eating [REDACTED], [REDACTED], directed everyone in attendance to stand and join hands. He proceeded to lead the staff in prayer. When [REDACTED], chose to remain seated she was ridiculed [she did not say by whom]. [REDACTED] said she walked out of the room crying.

[REDACTED] stated that [REDACTED] invited her to attend church services several times. [REDACTED] said, "I went to the church one time and got to the parking lot and I went back home...[b]ecause I didn't feel that it was appropriate, you know, at the time...I'm the type of person that has worked as long as I've worked, but I have gotten as far as I got because of the work I did, not because of the friends I made or because of anybody I knew. And I treat my staff the same way."

[REDACTED] advised the OIG that in February or March of 2014, she verbally counseled [REDACTED] concerning her practice of religion in the workplace. [REDACTED] told [REDACTED] not to encourage or participate in any pre-meeting prayers or blessings at work. She further explained the problems that the appearance of practicing religion in the workplace could create for EOIR management, including [REDACTED]

[REDACTED] stated to the OIG that [REDACTED] solicited her for at least one donation for [REDACTED] liturgical dance ministry. [REDACTED] could not remember the exact amount she donated, but she believed it was not more than \$50. [REDACTED] stated that she repeatedly spoke to [REDACTED] about refraining from prayer in the workplace or blessings over food. She recalled a division luncheon for Thanksgiving when [REDACTED] asked everyone to stand, hold hands, and recite a blessing. She said that [REDACTED] regularly defended the practice by saying that [REDACTED] recited prayers at her luncheons. [REDACTED] had no information about after-hours prayer groups in [REDACTED] office.

The OIG investigation disclosed that [REDACTED] sent several e-mails to subordinates within the EOIR discussing donations and gifts for [REDACTED] wedding. For example, on February 17, 2015, [REDACTED] e-mailed a small group of people, including subordinate employees, from her official EOIR e-mail account with a draft of the invitation to [REDACTED] bridal shower and wedding. The invitation read, "The bride in not a shopper. So, monetary gifts are appreciated." After the draft invitation was approved by the collective and [REDACTED], [REDACTED] sent it out as an electronic invitation or "evite" to a broader group of people, including additional subordinate Administration Division employees. Whereas there is an exception to the gift rule for special life events, such as weddings, best practice would have been for a non-supervisor, rather than the head of the division, to solicit donations from others within the office, thereby avoiding the possible appearance of coercion.

During her OIG interview, [REDACTED] admitted to soliciting financial contributions for [REDACTED] wedding, including soliciting subordinate employees who were invited to the wedding, while at work. [REDACTED] initially denied paying for any portion of the [REDACTED] wedding. When challenged by the OIG with her e-mails, she eventually admitted that she was [REDACTED] free wedding coordinator; she planned the wedding, at times, during work hours at EOIR; she was responsible for several of the expenses to include the cost of [REDACTED] hair, a purported \$450 value. [REDACTED] continued to deny paying outright for anything claiming she used favors from friends to offset the charge that would have been made to [REDACTED]. [REDACTED] told the OIG that she solicited the donations only from people already on [REDACTED] guest list, including [REDACTED]. [REDACTED] denied any recollection of soliciting contributions for her church or dance ministry.



The OIG presented [REDACTED] with an e-mail from her personal e-mail account [REDACTED] – that contained an updated RSVP list and expense sheet including “totals for payments that I will handle on your behalf.” [REDACTED] claimed that “handling it on [REDACTED] behalf mean[t] I’m going to deal with the vendor” and not that she was going to cover the actual cost. Eventually, [REDACTED] admitted to paying for “bridal favors” and make-up and “arrang[ing]” for the costs of videography and hair styling.

It should be noted that some individuals interviewed by the OIG denied being solicited by [REDACTED] for donations. For example:

- [REDACTED] had no recollection of being solicited by [REDACTED] to contribute to the church, the liturgical dance ministry, or [REDACTED] wedding. She denied being invited to attend [REDACTED] church.
- [REDACTED] told the OIG that [REDACTED] did not solicit her for donations. She stated that [REDACTED] did, however, invite her to attend her dance ministry.
- [REDACTED] stated that [REDACTED] did not solicit him for donations or invite him to attend her church.

### *OIG’s Conclusion*

The OIG investigation concluded that [REDACTED] did engage in the misconduct as alleged and her actions constituted administrative misconduct in violation of 5 U.S.C. §§ 7351, DOJ policy, Executive Order 12731, and 5 C.F.R. § 2635.302. The OIG’s conclusion is supported by [REDACTED] admissions, eyewitness testimony, documentary evidence, and electronic communications. [REDACTED] eventually admitted to “covering” certain expenses for the wedding, but always minimized her role and denied direct payments despite being shown the evidence collected. Although [REDACTED] contribution to the wedding did not in itself violate the “gift” rule, it negatively affected the perceptions of some subordinates of [REDACTED] objectivity as a manager. Furthermore, several EOIR employees interviewed by the OIG provided vignettes of [REDACTED] promoting her religious beliefs in the workplace in the form of prayers and blessings over food, language in e-mail exchanges, and the sheer number of employees she hired whom she had previous association with through church or ministry groups.

The OIG investigation also concluded that [REDACTED] lacked candor and knowingly and willfully provided material false information to the OIG during her compelled sworn testimony in violation of 18 U.S.C. § 1001 and 38 C.F.R. § 45.13.

### **[REDACTED] retaliated against employees who refused to hire her friends and acted unprofessionally toward other employees**

The information provided to the OIG alleged that while [REDACTED] made efforts to hire friends and members of her church, any resistance by subordinates was met with retaliation in the form of reduction of responsibilities, denial of training, or letters of insubordination affecting future promotion. The information further alleged that [REDACTED] saw employees as either with her or against her and she responded in kind.

**Retaliated Against [REDACTED] for [REDACTED] Initial Non-Selection**

In July 2012, DOJ OIG released a report revealing improper hiring practices, including nepotism and preferential treatment for relatives, in the JMD. On February 7, 2013, [REDACTED] issued an agency-wide memorandum explaining the EOIR internal policy on nepotism. [REDACTED]

[REDACTED] was the Contracting Officer Technical Representative (COTR) on a general services contract between JMD and [REDACTED] which EOIR used to hire contract staff.

[REDACTED] told the OIG that he became concerned with [REDACTED] hiring practices shortly after her arrival at EOIR when she was seeking a contract receptionist through the [REDACTED] contract. On April 12, 2013, [REDACTED] provided a qualified candidate to EOIR for consideration for the receptionist position, in response to EOIR's request for a receptionist. This candidate was already employed with [REDACTED] and maintained an active EOIR clearance. [REDACTED] immediately rejected the application and told [REDACTED] she was interested in hiring [REDACTED] as described above. [REDACTED] explained the contract hiring process to [REDACTED] in an effort to explain that EOIR could not direct [REDACTED] to hire a specific candidate.

On April 18, 2013, after [REDACTED] had sent the receptionist announcement to [REDACTED] [REDACTED] received information from a coworker that [REDACTED] was possibly related to [REDACTED]. [REDACTED] was very aware of the new nepotism policy and reported to [REDACTED] the possibility of a familial connection between [REDACTED] and [REDACTED]. [REDACTED] told the OIG that [REDACTED] interviewed [REDACTED] on April 19, 2013, and that the potential familial relationship had no bearing on [REDACTED] lack of interest in hiring her. [REDACTED] was not the best qualified candidate and during her interview she showed no interest in [REDACTED] or its business. [REDACTED] said he was left with the impression that [REDACTED] only wanted a "government job."

On April 26, 2013, [REDACTED] e-mailed [REDACTED] and wrote: "Just so you know, I will be calling JMD Procurement services today to remove [REDACTED] as COTR for the [REDACTED] contracts under my purview. He totally breached our confidentiality clause as well as misrepresented information about me personally and that I cannot and will not allow to go unaddressed [sic]." [REDACTED] replied and asked that [REDACTED] refrain from taking any action as her request was "completely out of the blue" to him.

On May 8, 2013, [REDACTED] appointed [REDACTED] as COTR for [REDACTED] contracts related to the Administrative Division. [REDACTED] remained the COTR for all other EOIR contract positions. Subsequently, on May 30, 2013, [REDACTED] was removed as the COTR from the remaining [REDACTED] general services contract. [REDACTED] reported that he believed he was removed from the [REDACTED] contract because he refused [REDACTED] request to approve [REDACTED] for the selected position. On June 4, 2013, [REDACTED] received a letter of reprimand from [REDACTED] for contacting [REDACTED] on April 18, 2013 regarding the rumor that [REDACTED] was related to [REDACTED].

Several EOIR employees referenced [REDACTED] dustup with [REDACTED] when asked about their impressions of [REDACTED] or if they ever experienced any form of retaliation. [REDACTED] told the OIG that, "the rumor was that [REDACTED] went to [REDACTED] boss] and, you know, told him that she either wanted him fired or whatever, and what ultimately happened was that he got moved to another position. So, seeing and hearing that stuff made you more guarded."

When asked about her impressions of [REDACTED] use of contract hires during her OIG interview, [REDACTED] said "I did not know the extent of her friends and family hiring program." She said she believed someone in her staff would serve as a check or balance to [REDACTED] hiring, but later learned that [REDACTED] would intimidate and sometimes retaliate against staff who denied her requests. [REDACTED] continued by reporting that she learned that [REDACTED] attempted to use the [REDACTED] contract to hire two specific people which [REDACTED] was unwilling to hire. [REDACTED] lambasted [REDACTED] and the [REDACTED] for their non-selection of her preferred candidates..

During her OIG interview, [REDACTED] reported that it was [REDACTED] idea to have [REDACTED] removed from the COTR responsibilities, not hers. This testimony is in direct contrast to what [REDACTED] told the OIG [REDACTED] told the OIG that she was not aware that she should refrain from contacting contract companies until after she contacted [REDACTED] following [REDACTED] non-selection of [REDACTED]

#### *Retaliation Against [REDACTED] for the Non-Selection of [REDACTED]*

The OIG discovered that when [REDACTED] refused to hire [REDACTED] in October 2014, [REDACTED] demanded a detailed explanation of the non-selection. [REDACTED] forwarded a document to [REDACTED] through [REDACTED] containing her rationale for selecting other candidates over [REDACTED]. At the time of the [REDACTED] hiring, [REDACTED] was scheduled to attend a training course [REDACTED] during the week of October 27, 2014. According to [REDACTED] at the time she had held a supervisory position for four years and never received formal supervisor training.

On October 20, 2014, [REDACTED] removed [REDACTED] from the training course with no explanation. In an October 21, 2014, e-mail, [REDACTED] memorialized and [REDACTED] confirmed that the removal from training was not at [REDACTED] request. [REDACTED] told the OIG that [REDACTED] advised her that she, [REDACTED] was "under the microscope because of my refusal to not select [REDACTED] as instructed by [REDACTED]. She asked if I still wanted to be a supervisor," and later "advised it would be a good idea for me to look for a new job." [REDACTED] continued by reporting she believed the cancelling of her training was "total retaliation on [REDACTED]s part".

On October 24, 2014, [REDACTED] provided [REDACTED] with a letter of reprimand for insubordination and inappropriate discussions with subordinate staff. The letter reads in part, "I am aware that you communicated your negative feelings about my decisions to your subordinates. This action similarly pollutes our workplace and introduces a negative dynamic that will not be tolerated."

When interviewed by the OIG, [REDACTED] denied cancelling [REDACTED] training in retaliation for her non-selection of [REDACTED] stating, "I don't remember why the training was cancelled, but there were a lot of trainings that were cancelled at some point." [REDACTED] was unable say whether there were additional times when [REDACTED] communicated negative feelings about her ([REDACTED] decisions to subordinates and why a letter of reprimand was issued rather than having a formal discussion or counseling.

### *Unprofessional conduct toward [REDACTED]*

[REDACTED]. In September 2014, [REDACTED] was [REDACTED] that [REDACTED] was authorized to hire for the Administration Division. In regular e-mail exchanges and [REDACTED] referred to [REDACTED] as "cry baby."

On January 26, 2015, [REDACTED] reassigned security processing responsibilities between [REDACTED] and [REDACTED]. Specifically, [REDACTED] transferred responsibility to [REDACTED]

[REDACTED]. Within five minutes of receiving the e-mail from [REDACTED] forwarded it to [REDACTED] and wrote: "Finally done. Dunno why [REDACTED]. But whatevs. Lol [sic]". [REDACTED] wrote back to [REDACTED] that he now had the most high profile account and [REDACTED] responded "I will do you proud." [REDACTED] then wrote: "She is quickly going to be overloaded with all of [REDACTED]... and will fail!"

In January and February 2015, [REDACTED] and [REDACTED] exchanged other e-mails again calling [REDACTED] [REDACTED] again refers to [REDACTED] affectionately as [REDACTED] in at least one of the e-mails.

When asked during her compelled interview about [REDACTED] shortcomings, [REDACTED] was unable to provide any specific details. She finally said that [REDACTED] had complained about sharing an office with [REDACTED] and that [REDACTED] caught [REDACTED] "going through [REDACTED] desk at some point in time." She could not remember anything else. [REDACTED] said that she influenced the reassignments between [REDACTED] and [REDACTED] because of an alleged issue that [REDACTED] had with an applicant. [REDACTED] did not provide a coherent explanation of her comments to [REDACTED] about [REDACTED]

### *Counseling of [REDACTED]*

In late 2014, [REDACTED] told [REDACTED] that her husband was taking a new job [REDACTED] wanted to know if there was any opportunity for her to continue to work for EOIR [REDACTED] told the OIG she did some research and found several GS-[REDACTED] jobs within the Administration Division that might be viable from the field. [REDACTED] told [REDACTED] that she spoke to [REDACTED] and [REDACTED] about the possibility but there were no options for [REDACTED]. According to [REDACTED] later that day, she ran into [REDACTED] and mentioned how [REDACTED] told her that she [REDACTED] spoke to [REDACTED] and her [REDACTED] about the possible reassignment. [REDACTED] reportedly responded to [REDACTED] "that [REDACTED] directed [REDACTED] to look into other positions" for her. When interviewed by the OIG, [REDACTED] denied ever having a conversation with [REDACTED] about [REDACTED] desire to continue to work for EOIR outside the Washington, District of Columbia area. [REDACTED] further reported that on several occasions, [REDACTED] had invoked either [REDACTED] or [REDACTED] name to provide "top cover" for actions she wanted to take, when in fact neither knew.

According to [REDACTED] when she confronted [REDACTED] about [REDACTED] alleged conversation with [REDACTED] [REDACTED] became hostile. [REDACTED] explained that she was once [REDACTED] confidant, serving as a bridge between [REDACTED] and the rest of the Administration Division when [REDACTED] became hard to deal with.

She said that everything changed after she requested to move to [REDACTED] stated that [REDACTED] became terse in her e-mails to [REDACTED] and began scrutinizing [REDACTED] work more closely.

On March 10, 2015, [REDACTED] asked [REDACTED] to approve a telework request for a member of [REDACTED] team who, according to [REDACTED] needed to take care of her child. [REDACTED] denied the request, citing the Office of Personnel Management's telework policy, and told the employee that she would approve leave instead of telework. [REDACTED] weighed in and directed [REDACTED] to come into the office on her already-scheduled day off to cover for the employee who would now be on leave.

On March 18, 2015, [REDACTED] sent [REDACTED] an e-mail with the subject line: [REDACTED] – Letter of Counseling.” In the body of the e-mail, [REDACTED] reminded [REDACTED] of her responsibilities to keep [REDACTED] apprised of her whereabouts and to ensure her time and attendance is properly validated. She closed by writing, “your conduct over the past few months has necessitated this letter of counseling.” [REDACTED] responded with an e-mail to [REDACTED] and copied [REDACTED] criticizing [REDACTED] for issuing a letter of counseling without first discussing her concerns with [REDACTED] and for creating what [REDACTED] described as an “unbearable, discriminatory, and hostile work environment.”

[REDACTED] forwarded all of her correspondence with and about [REDACTED] to [REDACTED] and [REDACTED] who were not in the chain of command or part of any approval process. On March 26, 2015, [REDACTED] forwarded an e-mail between her and EOIR [REDACTED] to [REDACTED]. The e-mail contained an extensive discussion of [REDACTED] personnel matters.

A review of [REDACTED] e-mails supported [REDACTED] assertions that [REDACTED] treated her differently beginning in early 2015, after [REDACTED] had inquired about the availability of an EOIR position in [REDACTED] and confronting [REDACTED] about her claimed discussion of the request with [REDACTED].

### ***OIG's Conclusion***

The OIG investigation concluded that [REDACTED] did engage in the misconduct as alleged and her actions constituted administrative misconduct in violation of 5 U.S.C. § 2302, 5 C.F.R. § 2635.502, and DOJ policy. The OIG's conclusion is supported by [REDACTED] admissions, eyewitness testimony, documentary evidence, and electronic communications. The OIG conducted thirty interviews in this investigation. The vast majority of EOIR employees interviewed described a toxic work environment where Administration Division personnel were either with [REDACTED] or seen as against her. [REDACTED] was generally adept at framing counseling and reprimands around potentially viable scenarios; however the proximate timing of the aforementioned corrective actions, all occurring shortly after conflicts with [REDACTED] allows for the appearance that they were retaliatory. Moreover, [REDACTED] constant e-mail and text exchanges with subordinate employees [REDACTED], [REDACTED], [REDACTED], and [REDACTED] about these sensitive personnel matters undercut any credibility [REDACTED] had in defending her actions as something other than retaliation.

### **participated in a quid pro quo scheme with a contract company**

The information provided to the OIG alleged that between March 2013 and February 2015, [REDACTED] developed a relationship with small business contractor [REDACTED] and that the relationship developed into a *quid pro quo* scheme when [REDACTED] pursued a possible \$20 million dollar blanket purchase agreement



(BPA) with [REDACTED] in exchange for [REDACTED] hiring, promoting, and training [REDACTED] friends and fellow church congregants.

As described above, upon entering on duty at EOIR, [REDACTED] began to hire close personal friends and congregants of her church. When two of [REDACTED] closest friends, [REDACTED] and [REDACTED] were deemed unqualified for hiring by one contract company, and "unsalvageable" to hire based on credit checks by a second company, [REDACTED] began asking other components which contractors they used to hire general services staff. [REDACTED] had recently hired some personnel security staff by piggybacking on a DEA contract with [REDACTED]. [REDACTED] approached [REDACTED] and asked, "How does it work with [REDACTED]?" [REDACTED] told the OIG that his "antenna went up" right away. [REDACTED] said that he provided [REDACTED] with his points of contact at [REDACTED] but did not get involved any further.

[REDACTED]

[REDACTED]

According to [REDACTED] while the law permits direct awards to [REDACTED], he personally does not like that approach. He told the OIG that in previous years the direct award authority was misused and some prior [REDACTED] business arrangements did not meet the intent of the law. Because of that, he tried to steer JMD away from those types of contracts.

After learning about the EOIR [REDACTED] success piggybacking off of the DEA contract with [REDACTED] asked [REDACTED] to initiate contact with [REDACTED] on behalf of the Administration Division.

#### *Initial Contact with [REDACTED]*

On May 29, 2014, [REDACTED] made initial contact with [REDACTED] then-project manager [REDACTED]. In their e-mail exchange, [REDACTED] confirmed [REDACTED] status as a certified small business under the SBA 8(a) program. According to an email exchange, on June 10, 2014, [REDACTED] directed [REDACTED] to attempt to add [REDACTED] and [REDACTED] to the DEA [REDACTED] contract in spite of the previous negative opinions concerning their qualifications by two independent contractors doing business with EOIR. After learning that the DEA contract was close to hitting the ceiling, [REDACTED] and [REDACTED] discussed establishing a separate contract with [REDACTED] for EOIR in order to hire staff who turned out to be [REDACTED] friends.

On July 11, 2014, EOIR [REDACTED] e-mailed [REDACTED] that the contracting staff was going to "discuss [REDACTED] and [REDACTED] on Monday as a group." He mentioned that there were concerns about giving [REDACTED] a two week notice and that it might be better to wait. He wrote that he would follow-up with [REDACTED] the next Monday, July 14. Four hours later [REDACTED] responded, "Thanks [REDACTED]. They will start with [REDACTED] on July 21 and 22." This is one of the first examples of [REDACTED] efforts to control the [REDACTED] contract and using it to hire her friends.

### **██████ Involvement in ██████ Hiring Through Piggyback Contracts**

██████ told the OIG that ██████ was actively involved in the contract hiring process. He reported that subsequent to receiving a statement of work, position description and a new task order from a client (EOIR), ██████ solicited for resumes. Although ██████ solicited resumes for every position to be filled, EOIR had a "preferred" candidate for every position they wanted ██████ to hire, which made him suspicious. ██████ said that it always made him nervous when the government-client had a candidate to recommend. He said that contracting is black and white, but that once the government appeared to be influencing the contract company's hiring decision, things "got grey" and it ran the risk of impropriety or at least the appearance of impropriety. He claimed that he followed protocol and solicited resumes, which he presented to EOIR. ██████ said that EOIR always chose their preferred candidates.

██████ recalled hiring ██████ and ██████. In regards to ██████ he recalled some confusion over ██████ starting salary, which ██████ described as a miscommunication. He went on to say that ██████ was hired at a labor category level-III to maximize his pay and that soon thereafter, and prior to ██████ leaving ██████, ██████ labor category was increased, but he did not recall the details of the new category. ██████ confirmed that he thought ██████ lacked the qualifications for the labor category he was hired into, but he hired ██████ at EOIR's request. In order to cover himself, he asked EOIR to sign a document stating that ██████ met EOIR's position requirements. He does not recall who he asked nor did he retain a copy of the document when he departed ██████.

██████ also met with ██████ and ██████ on several occasions in 2014 and 2015. ██████ denied involvement in contract hiring by ██████ on behalf of EOIR. She told the OIG that she was focused on securing a potential \$20 million BPA with EOIR. To that end, she said that while she did not have first-hand knowledge of underqualified, preferred candidates being hired, she would absolutely take a candidate recommendation from EOIR given the potential for a \$20 million BPA. ██████ described the BPA as guaranteed income for ██████ if she could secure the contract. ██████ called EOIR a "big fish" and told the OIG that, "If there was a way to lock in a single-source \$20 million contract, [she was] going to do everything [she] can to get that client and contract."

From the inception of the Administration Division's use of ██████ contractors, ██████ arranged to have ██████ as the primary point of contact (POC) for the ██████ contract and the *de facto* Contracting Officer Representative (COR). On January 8, 2015, after ██████ announced her resignation from EOIR, ██████ appointed herself to be the EOIR POC/COR for the ██████ contract, despite telling the OIG she had no experience with contract hiring and only a "30,000 foot" view of contracting in general. In an e-mail exchange with ██████ raised the point that ██████ was the POC on several contracts; however, ██████ only identified herself as the POC for the ██████ contract.

██████ told the OIG that she met with ██████ management and explained that EOIR was looking to build their HR office. She said that ██████ had the necessary HR labor categories. She also said that someone in the Attorney General's office had directed agencies to look for small businesses like ██████. She admitted that she only consulted with one SBA contractor, ██████, and that she talked to ██████ on several occasions. Although she told the OIG that she relied heavily on her procurement staff, none of the

procurement section employees were invited to any of her in-person meetings with [REDACTED] managers. [REDACTED] did not coordinate these actions with her superiors.

#### **[REDACTED] Efforts to Acquire a [REDACTED] Blanket Purchase Agreement for EOIR**

The OIG found that [REDACTED] attempted to seek a sole-sourced BPA with [REDACTED]. On August 8, 2014, [REDACTED] had [REDACTED] reach out to [REDACTED] to set up in-person meetings. [REDACTED] first in-person meeting with [REDACTED] was on September 23, 2014 in her office at EOIR. Present were [REDACTED], [REDACTED], and [REDACTED]. No one from the EOIR procurement staff was invited to or present at the meeting. The meeting discussed the BPA process.

When interviewed by the OIG, [REDACTED] recalled that [REDACTED] was very excited when she heard about the possibility for a direct award BPA with [REDACTED] or its sister company, [REDACTED]. She wanted a contract that mimicked the contract between DEA and [REDACTED] so that [REDACTED] could hire who she wanted through one general service corporation without putting the requirements out for bid.

By October 20, 2014, [REDACTED] had already contacted JMD about the process for acquiring a \$20 million BPA with [REDACTED] for EOIR. On October 22, 2014, [REDACTED] e-mailed [REDACTED] "please provide ME with the list of labor categories and associated costs for [REDACTED] and [REDACTED] if we need to use them." [REDACTED] e-mailed [REDACTED] on October 24, 2014, and provided lists of the labor categories and corresponding pay rates EOIR purchased from [REDACTED] and [REDACTED] as well as the proposed [REDACTED] pricing.

On December 3, 2014, a follow-up meeting was held in [REDACTED] office concerning the status of the BPA. Only [REDACTED], [REDACTED], and [REDACTED] were present for this second in-person meeting. Based on the Microsoft Outlook meeting notice, once again, no one from the EOIR or JMD procurement staffs was invited to the meeting.

It remains unclear to the OIG whether or not [REDACTED] ever provided competitor pricing information (from [REDACTED] or [REDACTED] to [REDACTED]). Both [REDACTED] and [REDACTED] denied the exchange of that type of inside information. However, [REDACTED] was unable to explain why she requested salary information in preparation for meetings with [REDACTED] which she held without any EOIR procurement staff present after admitting to the OIG that she had no prior experience with contracts or procurement. [REDACTED] denied discussing salaries with [REDACTED]. The OIG was unable to determine if [REDACTED] received salary information from [REDACTED] or not.

Shortly after meeting with [REDACTED], [REDACTED] provided multiple iterations of a proposal entitled Task Order for Operations Support Services Augmentation (hereinafter "the Proposal" or "Task Order"). The first such Task Order was dated October 30, 2014, and subsequent versions were submitted by [REDACTED] between December 2014 and February 2015. On December 19, 2014, [REDACTED] e-mailed Contracting Officer [REDACTED] under the subject line "FW: [REDACTED]" and wrote, "We are looking for the entire suite of labor categories for this contract because we'll be using this contract to provide services across the country and I don't want to limit our options."

When asked about her persistence in securing a BPA with [REDACTED], [REDACTED] told the OIG that it was an EOIR effort. She said, "I talked to the director and [REDACTED]. And they support this the whole way through... [REDACTED] and [REDACTED] supported it." She also said the [REDACTED] contract was a necessity



due to the repeated failures on the part of the existing contractor, ██████ claimed ██████ was "awful" and "runs ramshod over EOIR." She said the company lied and provided unqualified people. ██████ told the OIG that she had conversations with, ██████, her procurement staff, and JMD about ██████ shortcomings. She also said that she tasked ██████ with assessing ██████ performance. ██████ said ██████ agreed with her and had "major concerns." ██████ then told the OIG that she expressed all of these issues with her supervisors.

The OIG interviewed ██████, and the JMD's Contracting Officer for the ██████ contract ██████. Each witness denied ██████ account of seeking the BPA with ██████. ██████ told the OIG that he expressed in no uncertain terms that JMD would not authorize a BPA for duplicative services. He said that ██████ cited EOIR needs that were not available on existing contracts like personnel security specialists and drivers who could stay late to drive ██████ when needed. ██████ asked ██████ about his driver needs. ██████ said this was the first he was hearing about any issues and that he rarely used a driver for late meetings. ██████ also cited drivers to the OIG as a need identified during her management assessment that only ██████ could fill.

In a sworn affidavit provided to the OIG, ██████ wrote "I also understood from ██████ that ██████ had contacted Lee Lofthus, Assistant Attorney General for Administration, and she had stated that I was willing to go to the Deputy Attorney General in support of the ██████ contract. This was untrue, as I had no knowledge of the contract at that time."

██████ provided the OIG with an e-mail dated February 24, 2015, in which he asked ██████ for specific examples of ██████ alleged shortcomings, given their past exceptional ratings. According to ██████, ██████ failed to provide any examples.

██████ told the OIG that she did undertake a complete review of the general services and mail contractors upon entering on duty at EOIR. She determined that the contract vendors were not the cause of any of EOIR's problems. She said specifically that ██████ had good practices and well-established rules and procedures for their contractors.

██████ told the OIG that when she first learned of ██████ efforts to seek the BPA, she told ██████ she would first need to document why ██████ was underperforming. ██████ simultaneously began meeting weekly with ██████ and requested that ██████ provide any updated deficiencies on the part of ██████. ██████ said that ██████ reported back that there were no issues or deficiencies with ██████ performance.

On February 26, 2015, ██████ e-mailed ██████ directing her to stop trying to get any use of ██████ cleared through JMD until he could understand more about "why [EOIR] need[ed] this contract, especially given the concerns that JMD is raising, and why our existing contracts cannot provide this support."

On March 6, 2015, ██████ and ██████ met ██████ to counsel her on her behavior with ██████. ██████ reminded ██████ that the agency's priority was hiring for the Office of the Chief Immigration Judge and not the Administration Division. ██████ reminded ██████ that she was already counseled and directed not to reach out to contractors and thus should not have been personally involved in

developing the [REDACTED] contract. According to [REDACTED] notes from the counselling session, [REDACTED] denied having worked directly with [REDACTED] and [REDACTED] directed [REDACTED] to refrain from personal involvement in contracting decisions.

Despite receiving this counseling, on April 17, 2015, [REDACTED] personally spoke to [REDACTED] and [REDACTED] regarding use of the DEA [REDACTED] contract to hire at EOIR. In a follow-up e-mail memorializing their conversation, [REDACTED] requested that [REDACTED] provide an itemized list of labor categories and hours, an estimated value of the requirement, and the period of performance for [REDACTED] to pass to the [REDACTED] contracting officers at DEA.

#### **[REDACTED] Accommodations for [REDACTED]**

[REDACTED] told the OIG that the EOIR BPA was her first priority and that she was motivated to secure what she believed would be a \$20 million contract. She did not balk when the OIG referred to the contract as a "blank check" and she described EOIR as a "big fish" that would provide "guaranteed income for [REDACTED]" She insisted she did not do anything illegal, but said, "If there is a way to lock in a single-source \$20 million contract, I am going to do everything I can to get that client and contract."

The OIG found no evidence of a direct kick-back or money payments between [REDACTED] and [REDACTED] however it was apparent that [REDACTED] accommodated requests from [REDACTED] that other contract companies would not support, which benefited [REDACTED] personal friends, and her goal of developing her inner circle of employees. In addition to never denying employment of an EOIR preferred candidate, many of whom were previously deemed unemployable by EOIR's existing general services contractors [REDACTED] and [REDACTED] yielded to [REDACTED] requests, which surprised the EOIR procurement staff.

In October and November 2014, there was a lengthy e-mail conversation about training for [REDACTED] who was then employed by [REDACTED]; [REDACTED], [REDACTED], [REDACTED] and [REDACTED] were each parties to portions of the exchange. Specifically, [REDACTED] suggested that [REDACTED] take certain training courses to better position herself to apply for a direct-hire federal employee position. Initially, [REDACTED] directed [REDACTED] to prepare the necessary documentation to place [REDACTED] in the training course. In a series of e-mails dated November 5 through 12, 2014, [REDACTED] went back and forth with [REDACTED] and [REDACTED] as well as [REDACTED] and [REDACTED] of the JMD Procurement Services Staff discussing whether or not the government could fund the training of contract employees.

On November 12, 2014, [REDACTED] reported by email to [REDACTED] and [REDACTED] that based upon OPM and JMD guidance, [REDACTED] and other contract employees could not receive training from government agencies in skills that they are expected to bring to their jobs as they are selected for their expertise. The following day, on November 13, 2014, [REDACTED] sent an unsolicited e-mail to [REDACTED] stating the following:

[REDACTED]

[REDACTED] had brought to my attention that I have been accused by [REDACTED] of trying to do something I am uncomfortable with and that I'm being forced. The only person I have talked to at [REDACTED] regarding this matter is [REDACTED]. I have not talked to anyone else at all. I contacted [REDACTED] because I wanted to explore all options and see if they had dealt with contractor training

recently. The only reason I contacted [REDACTED] was for informational purposes. I did not mention or say anything else about my position or the way I felt because I know that is unprofessional. If you would like we can talk to [REDACTED] together. If you want to call [REDACTED] his information is below. This bothers me a great deal because I have no idea why this is being said. I am here to help and assist in any way I can, I would never throw my supervisors, bosses or anyone I work with under the bus. That is not who I am. I am here to try and support EOIR as best I can. I apologize if I made you doubt me or lose trust. I'm in your corner willing to fight by your side.

In November 2014 when [REDACTED] training was denied, [REDACTED] was the [REDACTED] assigned to EOIR. On February 20, 2015, after questioning [REDACTED] time sheets and the need for [REDACTED] background investigation level, and denying payment for [REDACTED] training [REDACTED] was removed as Project Manager. Based on the circumstantial evidence collected, including a series of e-mails between [REDACTED] and [REDACTED] and e-mails sent between [REDACTED] and [REDACTED] documenting frustrations with [REDACTED] performance on the heels of requests or decisions made by [REDACTED] it appears as though his removal from EOIR and [REDACTED] was at the request or urging by [REDACTED] although there is no explicit documentation to support that.

After [REDACTED] removal while negotiating for the pending BPA, [REDACTED] agreed to provide employees with a \$2000 education benefit that they could use for training, which the government would not provide, as long as EOIR agreed to keep the employee "on the clock" and provide payment for their salary for the duration of the training.

There were also discussions between [REDACTED] and [REDACTED] about an EOIR Administration Division trip to both [REDACTED] and [REDACTED] to see [REDACTED] headquarters. [REDACTED] told the OIG that she had never had anyone request to travel to their corporate offices before. [REDACTED] told the OIG that [REDACTED] suggested the trip and that [REDACTED] wanted "to get a tour of [her] facility." [REDACTED] said that trips like this happen all the time across the Department and that the cost would be covered by the government. When asked about [REDACTED] statement that trips like this happen all the time, [REDACTED] said, "You, you know, you're getting services and bodies from these folks. What, I'm having trouble seeing what purpose a visit to their headquarters, whether it was in [REDACTED] or [REDACTED], would serve." The trip never came to fruition.

### *OIG's Conclusion*

The OIG investigation concluded that [REDACTED] violated 18 U.S.C. § 201, 5 C.F.R. §§ 2635.101, 502, and 702, and DOJ policy when she directly and indirectly sought employment and training for her personal friends from [REDACTED] actively participated in the creation and hopeful awarding of a BPA with [REDACTED] to benefit her personal friends, used her public office for the gain of people she is personally associated with, and used her position and the pending BPA to influence [REDACTED] on personnel decisions. The OIG's conclusion is supported by [REDACTED] admissions, documentary evidence, witness statements, and electronic communications.

The OIG investigation also concluded that [REDACTED] lacked candor and knowingly and willfully provided material false information to the OIG during her compelled sworn testimony in violation of 18 U.S.C. § 1001 and 38 C.F.R. § 45.13.

**█████ abused the contractor hiring process and used nonpublic information to benefit friends and fellow churchgoers**

The information provided to the OIG alleged that █████ used nonpublic information to benefit her friends and acquaintances by putting them in touch with █████ managers under the auspices that a contract between EOIR and █████ was forthcoming.

On January 8, 2015, █████ personally e-mailed █████

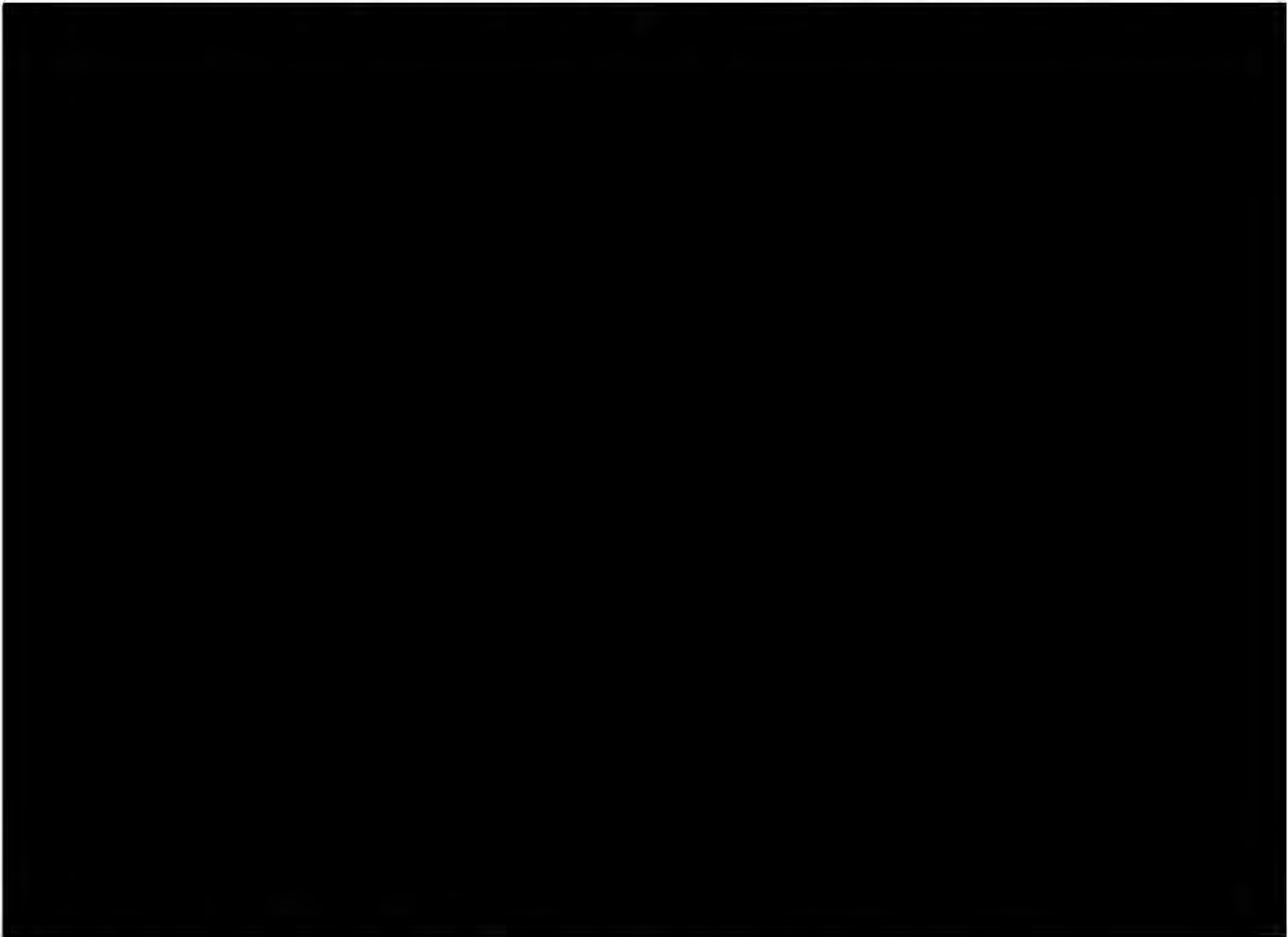
█████ The subject line was "New Contract Followup" [sic]. At the time, █████ were employed under the █████ contract. █████ were employed under the █████ contract. In the e-mail, █████ directed the aforementioned employees to contact █████ on the following Monday to receive guidance on "the next phase of the process". She also wrote that she has discussed new salaries for the employees under a █████ contract. The e-mail read:

[REDACTED]

In addition to █████ two in-person meetings with █████ management, a third in-person meeting was scheduled for February 17, 2015. Due to inclement weather, the meeting was rescheduled and held February 18, 2015. The meeting invitation sent by █████ had the subject line █████ Meet & Greet." The invitee list included █████, and █████ For the third time, no procurement staff was invited to the meeting.

As part of its investigation, the OIG obtained documents from █████ office, including several notebooks and folders. The OIG reviewed two documents that had coversheets which read '█████' with █████ submitted by █████ One document's coversheet

was dated October 30, 2014. The other was dated February 10, 2015. The headers on each page inside the respective documents read, "Task Order for Operations Support Services Augmentation." Included in the same folder with the Task Order documents was a piece of paper dated May 24, 2013, that appeared to be a print out from the U.S. Office of Personnel Management website with the 2013 Salary Table for GS personnel in the Washington – Maryland – Northern Virginia area. Affixed to the printout was a pink, lined, post-it message with what [REDACTED] identified as her own handwritten notes:



The post-it note had three sections. The first section was labeled "Increase" and included pay information for [REDACTED] and [REDACTED]. The second section was labeled "Transition" and included the eight EOIR contract employees [REDACTED] had e-mailed on January 8, 2015. Next to each of the employees' names were an hourly wage, a percentage, and a handwritten labor category. For example, next to [REDACTED], the notes read: "1. 47% [REDACTED] – \$35.56 per hour Project Administrator (Add driver w/ mail to that PD. [sic])" The third section was labeled "New" and included four names with labor categories and some wages. [REDACTED] was one of the names listed and next to his name was written "Project Administrator I or Dispatcher Vehicle."



A review of the October 30, 2014, Task Order document revealed a series of tabs and more of [REDACTED] handwritten notes. The Task Order listed position descriptions (PD) for each labor category. The notes in the Task Order corresponded with the notes written on the post-it note. For example, the PD for "Project Administrator I" had a handwritten note [REDACTED] and the second bullet under the duties included a handwritten "driving services." On the pink post-it note, "Project Administrator I" was written next to the names [REDACTED] and [REDACTED] with the above-referenced annotation under [REDACTED] name.

In the Task Order, under "Records Manager I" the letters [REDACTED] was handwritten and on the post-it note next to [REDACTED] the words "Records Manager I" were written. Similarly, the PD for "Help Desk Specialist I" included the handwritten note "[REDACTED]" Under "Requirements" the minimum of three years of relevant experience was crossed out and replaced with a "2." Under "Education," where the PD required an Associate's Degree, the handwritten notes read "some college or relevant field experience." On the post-it note, under the "New" section, next to [REDACTED] name was the note "Help Desk I." [REDACTED] was a groomsman in the [REDACTED] wedding and had sent [REDACTED] his resume in an e-mail to her personal e-mail account on December 24, 2014. Later that day, [REDACTED] forwarded the resume from her personal e-mail account to her EOIR account.

For each of the names on the post-it note there was a corresponding handwritten annotation in the [REDACTED] Task Order. While [REDACTED] admitted to handwriting the notes on both the post-it note and in the Task Order, she claimed that the information came from the EOIR procurement staff and that [REDACTED] and [REDACTED] were a part of the process. [REDACTED] admitted that the noted percentages were a calculation of the percentage increase in the contractor salaries however she claimed she made the calculations to prevent any employee from receiving a "windfall" while transitioning to a [REDACTED] contract that was still not in place. She said that the calculation helped inform which labor categories EOIR would purchase from [REDACTED]. [REDACTED] told the OIG that [REDACTED] provided a revised proposal to EOIR based on the feedback she received from [REDACTED] (concerning experience, salary, education, and other modification).

As noted above, none of the procurement staff was involved in any of the in-person meetings with [REDACTED]. Moreover, [REDACTED], and [REDACTED] all denied being a part of the process. [REDACTED] stressed to the OIG that EOIR had no business dictating salaries to a contractor. He said, "We're not involved in that in any way...we have no business worrying about the contractors' salaries." He also said that had he been included in any discussion with [REDACTED] about contractor salary, he would have made it clear that it was not right for [REDACTED] to push or even deal with a contractor's salary.

On January 10, 2015, [REDACTED] e-mailed [REDACTED] about the pending [REDACTED] BPA. [REDACTED] was [REDACTED]. He first met [REDACTED] sometime in 2012 or 2013 when she was working for JMD at the Robert F Kennedy building. [REDACTED] personally handled her sensitive mail for her. In late 2013 or 2014, while working in a warehouse in Maryland, [REDACTED] visited the location and saw [REDACTED]. They briefly spoke, and [REDACTED] described the conversation as a "weird small chat." [REDACTED] and [REDACTED] continued to communicate via email, and a few weeks later [REDACTED] told [REDACTED] she was going to have a new contract awarded in mid-February and wanted to gauge his interest. [REDACTED] told the OIG that [REDACTED] discussed salaries and responsibilities with him. He also said that she offered to change his labor category to ensure he received higher pay and benefits. Although he initially denied discussing specific dollar amounts with [REDACTED] he did tell the



OIG that he made over \$70,000 annually at the time and expected a significant increase somewhere around \$90,000 per year.

### ***OIG's Conclusion***

The OIG investigation concluded that [REDACTED] violated 5 C.F.R. §§ 2635.101(b), 702 and 703, and Executive Order 12731 when she attempted to dictate labor categories from a yet-to-be-awarded contract with [REDACTED] and tailored the proposed Task Order to the "skills" of her friends and acquaintances. [REDACTED] disclosed inside information about the pending contract before any award was made and made unofficial offers to DOJ employees then-employed on other contracts and in other sections of the Department. The OIG found that [REDACTED] calculated the potential salary increases for her preferred candidates and sent e-mails directing the potential EOIR contract employees to contact the [REDACTED] Regional Manager directly to discuss the hiring process. The OIG finds that [REDACTED] failed to be a steward of taxpayer funds when she advocated increasing contractor salaries beyond traditional costs in support of her friends. The OIG's conclusion is supported by [REDACTED] admissions, documentary evidence, witness statements, and electronic communications.

### **[REDACTED] failed to disclose a close, personal, [REDACTED] relationship she maintained with a member of her hiring panel**

During the course of the investigation, the OIG learned that [REDACTED] had a close, personal friendship with [REDACTED] who was one of three panel members when [REDACTED] was promoted to the SES ranks. Both [REDACTED] and [REDACTED] denied knowledge of the extent of [REDACTED] relationship with [REDACTED] prior to her entering on duty at EOIR.

[REDACTED]

[REDACTED] told that OIG that at some point in [REDACTED] selection process he became aware that [REDACTED] had supervised [REDACTED] at JMD, but that he was never made aware of a personal friendship between the two of them. [REDACTED] relied heavily on and trusted [REDACTED] impressions of [REDACTED] whom she spoke highly of. [REDACTED] was not the first choice for the EOIR position, but after the first selectee declined the job, [REDACTED] was nominated. After [REDACTED] entered on duty, [REDACTED] became aware of the personal friendship maintained with [REDACTED]

A review of e-mails and text messages between [REDACTED] and [REDACTED] disclosed that the two also shared detailed information about the inner-workings of EOIR and JMD with each other. There was a constant flow of information about issues [REDACTED] was having with [REDACTED], and JMD procurement staff. [REDACTED]

Their conversations on Blackberry PIN and text chats included discussions of how the other looked, what the other was wearing, their personal affairs, relationships, and divorces. They regularly signed off with "love you" and shared photos, commenting on how "sexy" the other looked in certain outfits.

Throughout her compelled interview, [REDACTED] told the OIG that [REDACTED] was her "best friend" and that their "emotional relationship" started "in the trenches at main justice" more than 10 years earlier. She said the two also worked together [REDACTED] before that. [REDACTED] sat on the Executive Review Board (ERB) when [REDACTED] was hired at EOIR but neither [REDACTED] nor [REDACTED] disclosed the nature of their relationship until after [REDACTED] entered on duty at EOIR. [REDACTED]

### *OIG's Conclusion*

The OIG investigation concluded that [REDACTED] violated 5 C.F.R. § 2635.502 when she failed to inform Director [REDACTED] of her close personal relationship with [REDACTED] or the appearance problem created by [REDACTED] sitting as a panel member on her ERB. [REDACTED] consideration for promotion into the SES and the position of Assistant Director of the EOIR had an undeniable direct and predictable effect on her financial interest. The OIG's conclusion is supported by [REDACTED] admissions, documentary evidence, witness statements, and electronic communications. The OIG is investigating [REDACTED] participation on the panel reviewing [REDACTED] application for the EOIR SES position and will report its findings about [REDACTED] conduct separately.

The OIG has completed its investigation and is providing this report to EOIR for appropriate action. The OIG is also referring its finding of retaliation by [REDACTED] to the U.S. Office of Special Counsel.