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APR 21 2015

Before the

STATE ETHICS COMMISSION
State Ethics Commission

In the Matter of

George F. Johnson IV

Respondent

Complaint No. C-52-14

ORDER

Having considered the Stipulation of Settlement Agreement entered into between Respondent, George F. Johnson IV, and William J. Colquhoun, Staff Counsel to the State Ethics Commission, on March 31, 2015, the State Ethics Commission hereby determines that the matter complained of herein has been settled by the Respondent's execution of the Stipulation of Settlement Agreement, attached hereto and made part hereof, it is hereby

ORDERED, that the Respondent is reprimanded, and that this Order and Stipulation of Settlement Agreement are public documents and shall be transmitted to the Governor and the Secretary of the Department of Natural Resources.

STATE ETHICS COMMISSION



Paul M. Vettori Chair

Date: April 16, 2015

CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of April, 2015, a copy of the foregoing Order in State Ethics Commission proceeding C-52-14, was forwarded via regular mail, postage prepaid, to the respondent, George F. Johnson IV, c/o Kim DiGiovanni Aluisi, Esq., Conte Building, 127 Lubrano Drive, Suite 300, Annapolis, Maryland 21401, and was hand delivered to William J. Colquhoun, Staff Counsel for the State Ethics Commission, 45 Calvert Street, 3rd Floor, Annapolis, Maryland 21401.



Jennifer K. Allgar, General Counsel

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In the Matter of: : Before the State Ethics Commission
GEORGE F. JOHNSON, IV : Complaint No. C-52-14
STATE ETHICS COMMISSION

STIPULATION OF SETTLEMENT AGREEMENT

This Stipulation of Settlement Agreement (hereinafter the "Agreement") was made on the 31st day of March, 2015, between George F. Johnson, IV, Respondent, and William J. Colquhoun, Esq., Staff Counsel to the State Ethics Commission ("Staff Counsel").

STIPULATIONS

1. That the State Ethics Commission ("Commission") is an executive agency of the State of Maryland established for the purpose of enforcing the Maryland Public Ethics Law (Title 5, General Provisions Article, Annotated Code of Maryland, hereinafter "the Public Ethics Law").
2. That the Respondent was at all times relevant to this matter employed by the Department of Natural Resources ("DNR") as Superintendent of Police, and that DNR is an executive agency of the State of Maryland.
3. That Respondent campaigned and was ultimately unsuccessful in his 2014 election bid for the elected position of Anne Arundel County Executive.
4. That on October 20, 2014, the Commission received an Ethics Complaint regarding the improper use of State resources, to include Johnson's State-issued email account, State-issued cell phone, and the State's time. The Commission met on October 30, 2014, and authorized the issuance of the Complaint. Staff Counsel was directed to perform a preliminary investigation into the allegations. Staff Counsel delivered his preliminary investigation report to the Commission at its meeting on April 16, 2015.
5. That Respondent admits that sufficient evidence exists to conclude that between January 2014 and June 2014, Respondent did use his State-issued cell phone and State-issued email address for campaign related purposes.
6. That §5-506 of the Public Ethics Law prohibits an official from intentionally using the prestige of his or her office for the private gain of that official or that of another. The Commission has interpreted this provision to mean that a State employee or official should not use State time, title or resources for business unrelated to their State duties.

7. That Respondent has been forthright in his cooperation in Staff Counsel's review of this matter.
8. That Respondent is voluntarily entering into this Agreement to admit certain violations of the Public Ethics Law, to accept certain sanctions, and to resolve the matter now pending against him without a hearing before the Commission.
9. That the Respondent has been represented throughout these proceedings by counsel, Kim DiGiovanni Aluisi, Esq., and Matthew J. Malinow, Esq., KIM DIGIOVANNI ALUISI, ESQ., L.L.C., as indicated by their respective signatures on this Agreement.

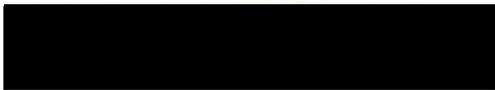
NOW THEREFORE, in consideration of the agreed facts contained herein, and effective on the date of the Commission's acceptance of the terms of this Agreement, George F. Johnson, IV, Respondent, and William J. Colquhoun, Esq., Staff Counsel, agree as follows:

- A. That the Respondent admits that sufficient evidence exists to conclude that he has violated §5-506 of the Public Ethics Law against using the prestige of one's office for the private gain of themselves or others.
- B. That the Respondent will not during his remaining service as an employee of an executive agency use his State email account or State cell phone to conduct personal business.
- C. That the Respondent will not campaign for elected office while serving as an employee of an executive agency.
- D. That the Commission will issue an official reprimand to the Respondent for the above admitted violation of the Public Ethics Law effective the date of the Commission's acceptance of this Agreement.
- E. That the Commission will transmit a copy of this Agreement to the Governor and the Secretary of DNR.
- F. That the Respondent shall pay, on or before June 30, 2015, the sum of One Thousand and 00/100 (\$1,000.00) Dollars as and for a fee in lieu of a fine. In the event that Respondent fails to pay the amount agreed to by June 30, 2015, Respondent agrees that the matter will be transferred to the Maryland State Central Collection unit for the purposes of collecting the monies owed.
- G. That the Respondent waives any formal proceedings and hearing in this matter if the Commission accepts this Agreement and agrees that the acceptance of this Agreement by the Commission constitutes a final action and finding of violation by the

Commission.

- H. That the Respondent further agrees that the Agreement and materials related to this matter are not subject to the confidentiality provisions of the Public Ethics Law and will be public information unless otherwise protected.
- I. That upon execution of this Agreement by the Respondent, Staff Counsel will recommend that the Commission suspend any further proceedings against the Respondent and recommend further that the Commission issue a Final Order consistent with the terms of this Agreement. Should the Respondent fail to comply with the terms of this Agreement, and after written notice to him, the Commission reserves the right to issue a further Order regarding this matter or to schedule a hearing in this matter.
- J. That in the event the Commission declines to accept this Agreement, both the Respondent and Staff Counsel are relieved of their respective obligations hereunder, and neither this Agreement, nor any admission it may contain, shall be admissible in any subsequent proceeding by the Commission.
- K. That the Respondent and Staff Counsel are entering into this Agreement for the sole purpose of resolving the matters arising under the Commission's Ethics Complaint and for no other purpose.

IN WITNESS WHEREOF, George F. Johnson, IV, Respondent, and William J. Colquhoun, Esq., Staff Counsel, State Ethics Commission, have hereunto set their hands.



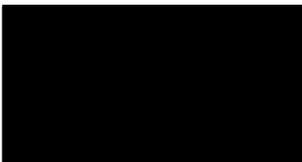
William J. Colquhoun, Esq.
Staff Counsel
State Ethics Commission
45 Calvert Street, 3rd Floor
Annapolis, MD 21401
410-260-7770 (Telephone)



George F. Johnson, IV
Respondent


Matthew J. Malinow, Esq.


Kim DiGiovanni Aluisi, Esq.
127 Lubrano Drive, Suite 300
Annapolis, MD 21401
410-224-1332 (Telephone)
Kim@kdalawfirm.com
Counsel for Respondent



STATE OF MARYLAND)
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY that before me, a Notary Public in and for the State and County aforesaid, personally appeared WILLIAM J. COLQUHOUN, ESQ., known to me to be the person whose name is subscribed to the within instrument, who after being sworn, made oath in due form of law that the matters and facts set forth in the foregoing Settlement Agreement are true and correct to the best of his knowledge, information and belief.

WITNESS my hand and official seal this 31st day of March, 2015.

[Redacted Signature]

NOTARY PUBLIC

My Commission Expires: 10/24/16



STATE OF MARYLAND)
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY that before me, a Notary Public in and for the State and County aforesaid, personally appeared GEORGE F. JOHNSON, IV, known to me to be the person whose name is subscribed to the within instrument, who after being sworn, made oath in due form of law that the matters and facts set forth in the foregoing Settlement Agreement are true and correct to the best of his knowledge, information and belief.

WITNESS my hand and official seal this 30th day of March, 2015.

[Redacted Signature]

NOTARY PUBLIC

My Commission Expires: 7/12/17

Accepted by the Commission:

[Redacted Signature]

Paul M. Vettori, Chair
for the Commission

16th day of April, 2015

[Redacted]