

## PRE-COMPLAINT DISPOSITION AGREEMENT

This Agreement made this 22 day of April, 2025, by and between Christjon Smith, Administrative Officer II, Developmental Disabilities Administration, Maryland Department of Health, and Katherine P. Thompson, Staff Counsel to the State Ethics Commission (hereinafter "Staff Counsel").

The State Ethics Commission ("the Commission") is the executive agency of the State of Maryland established by Chapter 513, Acts 1979 for the purpose of enforcing the Maryland Public Ethics Law (General Provisions Article, Title 5, Annotated Code of Maryland), (hereinafter "the Ethics Law") including the provisions of Subtitle 5, Conflicts of Interest.

### AGREED STATEMENT OF FACTS

1. Christjon Smith was, at all times relevant to this matter, employed by the Maryland Department of Health ("MDH"), an executive agency of the State of Maryland, and an employee subject to the conflicts of interest provisions of the Ethics Law. She has not been identified as a financial disclosure filer and is not required to take ethics training.
2. Section 5-506(a)(1)(i) of the Ethics Law prohibits a State employee or official from intentionally using the prestige of his or her office for his or her own private gain or that of another. The Commission, through its published opinions, has interpreted the prestige provision to mean that State employees should not use any State resources, such as State computers, email accounts, or State time for activities unrelated to their State duties. (Op. No. 08.01).
3. On March 5, 2025, MDH made a referral to the Commission for potential violations of the Ethics Law by Ms. Smith for sending two emails through her State email account, inquiring about a potential personal business opportunity. The Commission placed this matter on the docket at its meeting on March 27, 2025, and directed Staff Counsel to conduct a preliminary inquiry.
4. Ms. Smith, in her MDH position, sent an email to two individuals she knew through her State position. Those emails inquired about the individuals' interest in a potential business relationship with Ms. Smith that involved a potential personal business that Ms. Smith was developing. Those emails were immediately referred back to MDH.
5. Ms. Smith has been forthright in her cooperation of Staff Counsel's review of this matter.
6. Ms. Smith is voluntarily entering into this Agreement to admit certain violations of the Ethics Law, to accept certain sanctions, and to resolve the matter now pending

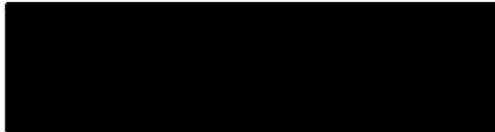
against her without the issuance of a complaint and a hearing before the Commission.

**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, Christjon Smith and Katherine P. Thompson, Staff Counsel, agree as follows:

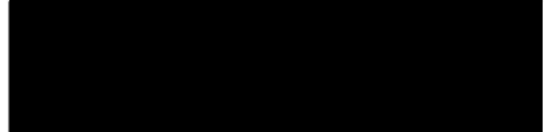
- A. That Ms. Smith admits that using State resources for the benefit of herself is a violation of the prohibition against using the prestige of one's office for their private gain of another contained in § 5-506(a)(1)(i) of the Ethics Law.
- B. Ms. Smith understands that violations of the conflicts of interest provisions of the Ethics Law may result in civil fines pursuant to § 5-902 of the Ethics Law. Ms. Smith further agrees to pay, in lieu of potential fines, the sum of ONE HUNDRED and 00/100 DOLLARS (\$100.00) for the above admitted violations of the Ethics Law. That said sum will be paid by check or money order payable to the "State of Maryland" in care of the Commission on or before May 16, 2025. The fee shall be distributed to the Fair Campaign Financing Fund established under § 15-103 of the Fair Campaign Finance Article. If the fee is not paid, it is agreed that the matter will be transferred to the Maryland State Central Collection Unit for the purpose of collecting the monies owed.
- C. This Agreement will serve as a reprimand to Ms. Smith effective the date of the Commission's acceptance of this Agreement.
- D. The Commission will transmit a copy of this Agreement to the Secretary of MDH and the Governor of the State of Maryland.
- E. Ms. Smith waives any formal proceedings and hearing in this matter (if the Commission accepts this Agreement) and agrees that acceptance of this Agreement by the Commission constitutes a final action and finding of violation by the Commission.
- F. Ms. Smith further agrees that this Agreement and materials related to this matter are not subject to the confidentiality provisions of the Ethics Law and will be public information unless otherwise protected.
- G. Upon execution of this Agreement by Ms. Smith, Staff Counsel will recommend that the Commission suspend any further proceedings against Ms. Smith.
- H. In the event the Commission declines to accept this Agreement, both Ms. Smith 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.


- I. That Ms. Smith and Staff Counsel are entering into this Agreement for the sole purpose of resolving the matters involved in the Commission's preliminary inquiry into this matter and for no other purpose.

**IN WITNESS WHEREOF**, Christjon Smith and Katherine P. Thompson, Staff Counsel, State Ethics Commission, have hereunto set their hands.



Katherine P. Thompson, Staff Counsel  
State Ethics Commission  
45 Calvert Street, 3<sup>rd</sup> Floor  
Annapolis, Maryland 21401  
(410) 260-7770



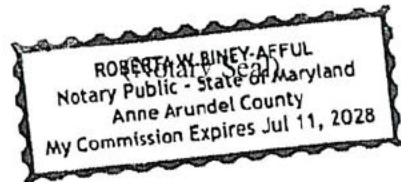
Christjon Smith 

State of Maryland  
County of Anne Arundel, to wit:

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Christjon Smith, who made oath in due form of law on this 22nd day of April, 2025, that the matters and facts hereinabove set forth in this Agreement are true to the best of their knowledge, information and belief, that it is their voluntary act and that they executed this Agreement for the purposes set forth herein.

[Redacted Signature]  
Notary Public

My Commission Expires: 07/11/2028



State of Maryland,  
County of Anne Arundel, to wit:

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Katherine P. Thompson, Staff Counsel to the State Ethics Commission, who made oath on this 13 day of June, 2025, in due form of law that she executed this Agreement for the purposes therein contained.

[Redacted Signature]  
Notary Public

My Commission Expires: June 20, 2029

(Notary Seal)



Accepted by the Commission

[Redacted Signature]  
Craig D. Roswell, Chair  
for the Commission

Date: June 12, 2025