

In the Matter of  
Crystal Weaver  
Respondent

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Before the  
State Ethics Commission  
Complaint No. C-12-22

**ORDER**

Having considered the Stipulation of Settlement Agreement entered into between the Respondent, Crystal Weaver, and Katherine P. Thompson, Staff Counsel to the State Ethics Commission, on November 9, 2022, 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.

ORDERED, that the Respondent is reprimanded, and that this Order and the Stipulation of Settlement Agreement are public documents.

STATE ETHICS COMMISSION

Date: November 17, 2022

By:

  
Janet E. McHugh, Chair

In the Matter of:

CRYSTAL WEAVER

Respondent

Before the State Ethics Commission

Complaint No. C-12-22

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**STIPULATION OF SETTLEMENT AGREEMENT**

This Stipulation of Settlement Agreement (hereinafter "Agreement") was made on the 9<sup>th</sup> day of NOVEMBER, 2022, between Crystal Weaver, Respondent, and Katherine P. Thompson, Staff Counsel to the State Ethics Commission ("Staff Counsel").

***STIPULATIONS***

1. The State Ethics Commission ("the Commission") is an executive agency of the State of Maryland established for the purpose of enforcing the Maryland Public Ethics Law (General Provisions Article, Title 5, Annotated Code of Maryland, (hereinafter the "Ethics Law")).
2. Crystal Weaver (the "Respondent") 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 conflict of interest provisions of the Ethics Law.
3. The Respondent is employed as State Registrar and Deputy Director to the Division of Vital Records for MDH. The Respondent's primary duty is to supervise the Division of Vital Records, which issues certified copies of birth, death, and marriage certificates for events that occur in Maryland, and also provides divorce verifications and information on procedures for registering adoptions and legitimations. The Respondent has hiring and appointing authority for positions within the Division of Vital Records and due to a staffing shortage, the Respondent served as liaison to the Human Resources Department for the Division of Vital Records from January 2022 through July 2022.
4. On September 12, 2022, the Commission received correspondence from an individual (the "Complainant") requesting that a complaint be issued against the Respondent for participating in the hiring and subsequent supervision of a qualifying relative for the Division of Vital Records. The Commission met on September 15, 2022, and authorized the issuance of the complaint. Staff Counsel was directed to perform a preliminary investigation into the allegations. During Staff Counsel's investigation and review of documents, it was determined that the Respondent participated in matters for the Division of Vital Records that involved the qualifying relative from April 2022 through October 2022. The actions taken by the Respondent that involved the qualifying relative include: reviewing the employment application, verifying employment qualifications with the MDH recruitment office, selecting the individual for an interview, and directing

subordinates to interview the individual. In addition, for a period of time, the qualifying relative worked for the Division of Vital Records through a third-party contractor and was supervised onsite by an MDH employee two levels down the Respondent's chain of supervision. The Respondent also used her State email account to address a wage garnishment matter involving the qualifying relative.

5. Once the qualifying relative was selected as the chosen candidate, the Respondent contacted the Human Resources Department for MDH to inquire about the possibility of hiring the qualifying relative, and then ceased action when alerted that the hiring of a qualifying relative was prohibited.
6. Section 5-501(a) of the Ethics Law prohibits a State employee or official from participating in a matter if the employee or official, or a qualifying relative of the employee or official, has an interest in the matter and the employee or official knows of the interest. Section 5-101(gg) of the Ethics Law defines "qualifying relative" as a spouse, parent, child, brother or sister.
7. The Respondent has been forthright in her cooperation in Staff Counsel's review of this matter.
8. The Respondent 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 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, Crystal Weaver, Respondent, and Katherine P. Thompson, Staff Counsel, agree as follows:

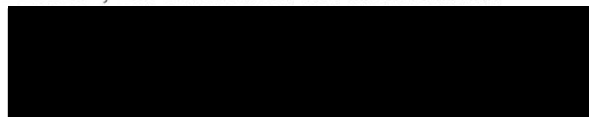
- A. The Respondent stipulates that her participation, while in her State position, in the hiring process and wage garnishment matter involving a qualifying relative violated the participation provisions in § 5-501(a)(1) of the Ethics Law.
- B. The Respondent will not participate in matters in which she, or a qualifying relative, has an interest.
- C. The Respondent understands that violations of the conflict of interest provisions of the Ethics Law may result in civil fines pursuant to § 5-902 of the Ethics Law. The Respondent further agrees to pay, in lieu of potential fines, the sum of TWO HUNDRED FIFTY and no/100 DOLLARS (\$250.00) for the above admitted violations of the Ethics Law. That said sum will be paid by check or money order made payable to the "State of Maryland" in care of the Commission on or before November 17, 2022. 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.

- D. This Agreement will serve as a reprimand to the Respondent for the above admitted violations of the Ethics Law effective the date of the Commission's acceptance of this Agreement.
- E. The Commission will transmit a copy of this Agreement to the Complainant, the Governor, and the Secretary of MDH.
- F. The Respondent 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.
- G. The Respondent further agrees that this Agreement is not subject to the confidentiality provisions of the Ethics Law and will be public information unless otherwise protected.
- H. 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 her, the Commission reserves the right to issue a further order regarding this matter or to schedule a hearing in this matter.
- I. In the event that 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.
- J. The Respondent and Staff Counsel are entering into this Agreement for the sole purpose of resolving this matter and for no other purpose.

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

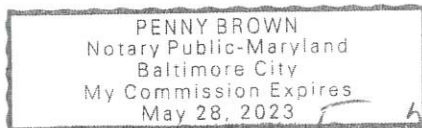
  
Katherine P. Thompson, Staff Counsel  
State Ethics Commission  
45 Calvert Street, 3<sup>rd</sup> Floor  
Annapolis, Maryland 21401  
(410) 260-7770

  
Crystal Weaver

State of Maryland

County of: City of Baltimore to wit:

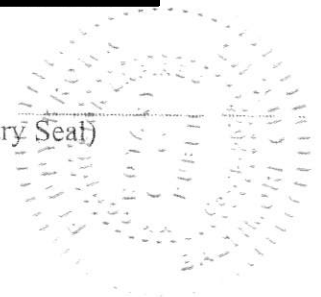
Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Crystal Weaver, who made oath in due form of law on this 9th day of November, 2022, that the matters and facts hereinabove set forth in the Stipulation of Settlement Agreement are true to the best of her knowledge, information and belief and it is her voluntary act and that she executed this Agreement for the purposes set forth herein.



My Commission Expires: 5-28-2023

[Redacted Signature]  
Notary Public [Redacted]

(Notary Seal)



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 22nd day of November, 2022, in due form of law that she executed this Agreement for the purposes therein contained.

[Redacted Signature]  
Notary Public

My Commission Expires: June 20, 2025



Accepted by the Commission

[Redacted Signature]  
Janet E. McHugh, Chair  
for the Commission

Date: Nov. 17, 2022