

UNITED STATES OFFICE OF
GOVERNMENT ETHICS



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LEGAL ADVISORY

TO: Designated Agency Ethics Officials

FROM: Emory A. Rounds, III
Director

SUBJECT: 2018 Conflict of Interest Prosecution Survey

The U.S. Office of Government Ethics (OGE) has completed its annual survey of prosecutions involving the conflict of interest criminal statutes (18 U.S.C. §§ 202-209) and other related statutes for the period January 1, 2018 through December 31, 2018. Information on 12 new prosecutions by the U.S. Attorneys' offices and the Civil Division and Public Integrity Section of the Department of Justice was provided to OGE with the assistance of the Executive Office for United States Attorneys. Summaries of the prosecutions reported to OGE for past years can be found at www.oge.gov under the topic of "[Enforcement](#)."

18 U.S.C. §§ 203 & 208

1. United States v. Mary Jean Hastings

Beginning in January 2011, Defendant Mary Jean Hastings worked as a civilian employee of the United States Army assigned to the Directorate of Public Works, Environmental Division at Fort Irwin, a United States Army base located in California. She was responsible for managing and overseeing environmental compliance at that location, including the management of hazardous waste and materials pursuant to a Hazardous Materials Management Program (HMMP) contract with Company A. In this capacity, Ms. Hastings received Government pricing schedules, and was personally and substantially involved in preparing task orders, preparing the Government's scope of work, and reviewing Company A proposals under the HMMP contract.

From around May 2011 through around 2014, during which time the Army employed Ms. Hastings, Company A also employed her as its Site Manager for the HMMP contract. As an employee of Company A, Ms. Hastings was involved in preparing Company A proposals to the Government; she also supervised several Company A employees who performed labor in connection with the HMMP contract, and received compensation from Company A for representational services personally rendered by her in relation to the HMMP contract. Throughout this time, she worked to conceal her dual employment from both the Government and Company A. From May 2011 to May 2014, the Government issued approximately \$354,499 in Government salary and benefits to Ms. Hastings. The Government also paid Company A



approximately \$1,014,588 under the terms of the HMMP contract and related task orders, which represented Ms. Hastings' salary and benefits from Company A, plus Company A's profit margin. Had the Government known of Ms. Hastings' dual employment, it would not have paid these amounts.

Ms. Hastings was charged with violating 18 U.S.C. § 203(a)(1)(B) and 18 U.S.C. § 208; on October 10, 2018, she entered into a Plea Agreement pursuant to which she pleaded guilty to the 18 U.S.C. § 203 charge. On December 20, 2018, the court sentenced her to three years of probation, and ordered her to pay \$354,499 in restitution and a \$100 special assessment.

This case was handled by the United States Attorney's Office for the Central District of California. For a copy of the Indictment, see [www.oge.gov/web/OGC.nsf/Resources/Hastings+Indictment+\(2017\)](http://www.oge.gov/web/OGC.nsf/Resources/Hastings+Indictment+(2017)). For a copy of the Plea Agreement, see [www.oge.gov/web/OGC.nsf/Resources/Hastings+Plea+Agreement+\(2018\)](http://www.oge.gov/web/OGC.nsf/Resources/Hastings+Plea+Agreement+(2018)).

18 U.S.C. §§ 205 & 1001

2. United States v. Felix Cisneros

Defendant Felix Cisneros was a special agent with the Department of Homeland Security, Immigrations and Customs Enforcement (ICE), Homeland Security Investigations (HSI), a law enforcement agency responsible for, among other things, enforcement of United States immigration laws.

In 2013, Mr. Cisneros used his official position as a special agent to facilitate the entry of an aggravated felon inadmissible alien into the United States. He did so at the behest of a businessman suspected by law enforcement of being involved in criminal activity, who wanted the inadmissible alien to be able to travel between Mexico and the United States in furtherance of his business activities. As part of this scheme, Mr. Cisneros persuaded Customs and Border Protection (CBP) officers to return the passport of the inadmissible alien, which had been seized, along with the alien's green card, two months prior when he attempted to enter the United States. Mr. Cisneros also urged CBP officials to extend the "parole" that had been granted to the inadmissible alien, allowing the alien to remain in the United States pending resolution of his immigration status. Mr. Cisneros was aware of the prior convictions of the inadmissible alien, and lacked any official purposes for these requests, which were made as a personal favor to the businessman. He also accepted financial benefits from the inadmissible alien, including baseball playoff tickets, for his agreement to use his status as a special agent to intervene with CBP on the alien's behalf. In an effort to conceal his activities, Mr. Cisneros falsely denied his contact and relationship with these individuals in his form SF-86 questionnaire pertaining to his federal employment and background investigation.

Mr. Cisneros was charged with conspiracy to aid or assist entry of an alien convicted of an aggravated felony in violation of 18 U.S.C. § 371, prosecuting a claim affecting the U.S. in violation of 18 U.S.C. § 205(a)(2), falsification of records in violation of 18 U.S.C. § 1519, false statements in violation of 18 U.S.C. § 1001, and tampering with a victim, witness, or informant and obstruction of justice in violation of 18 U.S.C. § 1512(b)(3). On April 23, 2018, a jury

found Mr. Cisneros guilty of the first four counts of the indictment. On May 7, 2018, he filed a motion for judgment of acquittal or, in the alternative, for a new trial; the Court denied this motion on July 30, 2018, and sentenced him on November 5, 2018 to 12 months and one day of imprisonment, one year of supervised release, and a \$400 special assessment. On November 14, 2018, Mr. Cisneros appealed his conviction to the 9th Circuit Court of Appeals.

This case was handled by the United States Attorney's Office for the Central District of California. For a copy of the First Superseding Indictment, see [www.oge.gov/web/OGE.nsf/Resources/Cisneros+First+Superseding+Indictment+\(2017\)](http://www.oge.gov/web/OGE.nsf/Resources/Cisneros+First+Superseding+Indictment+(2017)). For a copy of the Court's July 30, 2018 opinion, see [www.oge.gov/web/OGE.nsf/Resources/Cisneros+Opinion+\(2018\)](http://www.oge.gov/web/OGE.nsf/Resources/Cisneros+Opinion+(2018)).

18 U.S.C. § 207

3. *United States v. Glenn Jenkins*

Defendant Glenn Jenkins served as an officer in the United States Army in Fort Gordon, Georgia. In this role, he participated personally and substantially in drafting required contracting documents for Training and Doctrine Command, Capability Manager, Networks and Services ("TCM N&S"), and dealt personally and substantially with a number of parties, including Company B.

Mr. Jenkins retired from the Army on October 31, 2014 at the rank of Lieutenant Colonel. He was permanently prohibited from communicating to or appearing before the Army on behalf of Company B regarding the specific contracting requirements that he personally and substantially worked on while employed by the Army.

From on or about November 2014 until on or about February 2015, Mr. Jenkins made, with the intent to influence, one or more communications on behalf of Company B to TCM N&S employees in connection with attempts by Company B to obtain contracts and perform work on behalf of TCM N&S. These attempts were particular matters in which he had participated personally and substantially while he was employed with the Army. When asked about his activities in January 2016, Mr. Jenkins falsely stated that he had not performed any work on the TCM N&S Performance Work Statement and Independent Government Cost Estimate since his retirement from the Army.

Mr. Jenkins was charged with violating 18 U.S.C. § 207(a)(1) and 18 U.S.C. § 1001(a)(2). On September 13, 2018, he entered into a Plea Agreement pursuant to which he pleaded guilty to a misdemeanor violation of 18 U.S.C. § 207, and the court sentenced him on the same day to two years of probation, 60 hours of community service, a \$3,120 fine, and a \$25 special assessment.

This case was handled by the United States Attorney's Office for the Southern District of Georgia. For a copy of the Indictment, see [www.oge.gov/web/OGE.nsf/Resources/Jenkins+Indictment+\(2018\)](http://www.oge.gov/web/OGE.nsf/Resources/Jenkins+Indictment+(2018)). For a copy of the Plea Agreement, see [www.oge.gov/web/OGE.nsf/Resources/Jenkins+Plea+Agreement+\(2018\)](http://www.oge.gov/web/OGE.nsf/Resources/Jenkins+Plea+Agreement+(2018)).

4. Deferred Prosecution Agreement

The defendant was a former Government employee who served as the director of an office within the Peace Corps. In this role, the employee was actively involved in establishing a cooperative agreement between the Peace Corps and a foundation, pursuant to which the Peace Corps provided the foundation funding, and the foundation provided certain services. Among other things, the employee was responsible for evaluating and assessing the proposed arrangement between the Peace Corps and the foundation. The employee also was identified as the technical point of contact within the agency and the representative charged with maintaining communications with the foundation and ensuring compliance with the cooperative agreement.

After leaving the Peace Corps, the former employee was hired by the foundation and assigned duties that included managing the foundation's relationship with the Peace Corps. In this role, the former employee contacted Peace Corps employees and communicated on questions relating to the renewal of the cooperative agreement. Shortly after starting this position, the former employee received notice that communications with the Peace Corps regarding the cooperative agreement were potential violations of conflict of interest laws, and ceased such communications.

The former employee and the Government entered into a Deferred Prosecution Agreement pursuant to which the former employee consented to the filing of a one count Information assertion a violation of 18 U.S.C. § 207(a)(1). The parties agreed that the former employee would pay a criminal penalty of \$10,000. The Government subsequently dismissed the Information following the former employee's compliance with the terms of the Deferred Prosecution Agreement.

This case was handled by the United States Attorney's Office for the District of Columbia.

18 U.S.C. § 208

5. United States v. Martha Arps

Defendant Martha Arps was an employee of the United States Postal Service (USPS) who was involved with establishing a contract for power washing services at the post office where she worked. In 2017, she awarded a \$7,800 power washing contract to a company owned by her husband, who had submitted the company's bid in the name of a relative to hide the company's true ownership. Ms. Arps did not disclose the nature of her relationship with the company, and when approached by USPS agents, she denied that the company was her husband's company.

Ms. Arps was charged with violating 18 U.S.C. § 208, and pleaded guilty to the charge pursuant to a Plea Agreement dated October 4, 2018. On November 9, 2018, the court sentenced her to one year of probation, a \$2,000 fine, and a \$25 special assessment.

This case was handled by the United States Attorney's Office for the Northern District of Texas. For a copy of the Information, see www.oge.gov/web/OGE.nsf/Resources/Arps+

[Information+\(2018\).](http://www.oge.gov/web/OGE.nsf/Resources/Arps+Factual+Resume+(2018).) For a copy of the Factual Resume associated with the Plea Agreement, see [www.oge.gov/web/OGE.nsf/Resources/Arps+Factual+Resume+\(2018\).](http://www.oge.gov/web/OGE.nsf/Resources/Arps+Factual+Resume+(2018).)

6. United States v. Kimberly Brewer

From mid-2008 through 2016, Defendant Kimberly Brewer was an employee of the Secretary of Defense Communications Office (“SDC”), a branch of the Department of Defense responsible for managing, developing, acquiring, operating, and maintaining the communications systems supporting the Secretary of Defense.

From mid-2010 through at least 2016, Ms. Brewer’s husband was President and Chief Executive Officer of Insight Technology Group, LLC (“ITG”), a company that provided information technology, computer integrated systems design, and other services; she provided assistance to her husband and ITG by managing the company’s payroll and finances. In or about September 2015, ITG was selected as a subcontractor to Company X, which had received a firm fixed price contract valued at approximately \$4.68 million to provide the SDC with help desk and other IT services. ITG had previously served in a similar capacity as subcontractor under Company Y, the prior prime contractor on the same IT contract with the SDC.

As early as around January 2012, Ms. Brewer notified her supervisors at the SDC about her potential conflict of interest involving ITG. On September 20, 2012, after receiving guidance from the Office of General Counsel, she signed a “Disqualification Statement – Financial Interest” in which she affirmed that she would not participate personally and substantially in any particular matter having a direct and predictable effect on the financial interests of ITG during her Government employment. On or about August 14, 2015, Ms. Brewer signed and submitted another “Disqualification Statement – Financial Interest” containing that same affirmation. The SDC also adopted a mitigation plan in an effort to ensure Ms. Brewer’s non-participation in such activities.

Notwithstanding her signed disqualification statements and the mitigation plan, Ms. Brewer participated in her official capacity in particular matters affecting ITG’s financial interest. Specifically, from at least in or about September 2015 through at least in or about May 2016, she was involved in various meetings and discussions while serving in her role as a Government employee at the SDC in a manner that gave the appearance of her giving directions to ITG and Company X personnel. Ms. Brewer also intervened and advocated on behalf of ITG and ITG employees in the case of disputes between ITG and Company X and others. ITG derived substantial revenue from its subcontract with Company X, much of which flowed to her husband as the majority owner of the company. ITG ultimately closed, and on or about September 14, 2016, \$450,000 in profits earned since 2010 was transferred from ITG’s bank account to the personal joint checking account held by Ms. Brewer and her husband.

Ms. Brewer was pleaded guilty to violating 18 U.S.C. § 208 pursuant to a Plea Agreement filed with the court on June 22, 2018. On July 10, 2018, the court sentenced her to one year of probation, a \$5,000 fine, and a \$25 special assessment.

This case was handled by the Department of Justice’s Public Integrity Section and the United States Attorney’s Office for the Eastern District of Virginia. For a copy of the Statement of Facts associated with the Plea Agreement, see [www.oge.gov/web/OGE.nsf/Resources/Brewer+Statement+of+Facts+\(2018\)](http://www.oge.gov/web/OGE.nsf/Resources/Brewer+Statement+of+Facts+(2018)).

18 U.S.C. §§ 208 & 1001

7. United States v. Kenneth Richard Devore a/k/a Kenneth Richard Waters

From 2003 through 2015, Defendant Kenneth Richard Devore, *a/k/a* Kenneth Richard Waters, was employed by the Department of Veterans Affairs in various capacities. In his role as a Field Examiner under the Veterans Benefit Administration’s Fiduciary Program, he was assigned to an incompetent veteran who he deceived into signing a last will and testament that designated himself as the sole beneficiary of all of the veteran’s accounts, totaling over \$680,000. As a result of this conduct, Mr. Devore was forced to resign from the VA, a fact which he concealed from background investigators and on employment-related forms when he later obtained a position with the Office of Personnel Management, National Background Investigation Bureau.

Separate from these activities, Mr. Devore – a veteran himself – lied about his purported disabilities in order to receive a “total and permanent disability” rating from the VA. Even though he worked gainfully and almost continuously in various federal and private sector jobs from 2009 to 2017, he received monthly disability compensation from the VA amounting to hundreds of thousands of dollars because of his alleged “total and permanent disability.”

The Second Superseding Indictment charged Mr. Devore with six counts of wire fraud, in violation of 18 U.S.C. § 1343, and one count of theft of public money, in violation of 18 U.S.C. § 641 for his actions relating to his alleged “total and permanent disability” rating; multiple counts of violating 18 U.S.C. § 1001 for false statements made in connection with the termination of his employment from the VA; and one count of mail fraud, in violation of 18 U.S.C. § 1341, and one count of violating 18 U.S.C. § 208 for his actions in advising the incompetent veteran to whom he was assigned that the veteran needed a will, and then drafting the will naming himself as the sole beneficiary. On July 25, 2018, a jury found Mr. Devore guilty of all 12 counts and, on November 7, 2018, the court sentenced him to a net sentence of 96 months of imprisonment, a net term of three years of supervised release, and a special assessment of \$1,200. On December 21, 2018, the court further ordered Mr. Devore to pay restitution in the amount of \$167,763.14.

This case was handled by the United States Attorney’s Office for the Eastern District of Tennessee. For a copy of the Second Superseding Indictment, see [www.oge.gov/web/OGE.nsf/Resources/Devore+Second+Superseding+Indictment+\(2017\)](http://www.oge.gov/web/OGE.nsf/Resources/Devore+Second+Superseding+Indictment+(2017)).

18 U.S.C. § 209

8. United States v. Chunzai Wang

Defendant Chunzai Wang worked as a Research Oceanographer in the Atlantic Oceanographic and Meteorological Laboratory (“AOML”) of the National Oceanic and Atmospheric Administration (“NOAA”) for more than 17 years. AOML is a federal research laboratory facility that conducts work related to hurricanes, coastal ecosystems, climate studies, global carbon systems, and ocean observations.

In March 2010, while employed at NOAA/AOML, Dr. Wang entered into a Changjiang Scholars Chair Professor Contract with the Ocean University of China for the period March 1, 2010 to February 29, 2013, for which he was to receive a prorated bonus of 15,000 yuan (\$2,197 USD) per month for his work. He had various duties under this contract, including training students, publishing articles, creating opportunities for young teachers and graduate students to visit and do research abroad, and carrying out research. To satisfy these duties, Dr. Wang used his position at NOAA to sponsor a student to conduct research at NOAA/AOML, under his direction; submitted a publication that listed NOAA as his affiliation, which he also used in fulfillment of his duties at NOAA/AOML; and presented seminars at Ocean University of China, while also being paid by NOAA for giving the same presentation on behalf of NOAA.

Dr. Wang was charged with five counts of violating 18 U.S.C. § 287 (False, Fictitious or Fraudulent Claims) for allegedly submitting time and attendance reports claiming wages for official work on dates when he was on personal travel, and three counts of violating 18 U.S.C. § 209 for allegedly receiving supplementation of salary for his services as an employee of NOAA/AOML from a source other than the United States. On February 20, 2018, he pleaded guilty to one count of violating 18 U.S.C. § 209, and was sentenced the same day to imprisonment for time served and a \$100 special assessment.

This case was handled by the United States Attorney’s Office for the Southern District of Florida. For a copy of the Indictment, see [www.oge.gov/web/OGC.nsf/Resources/Wang+Indictment+\(2017\)](http://www.oge.gov/web/OGC.nsf/Resources/Wang+Indictment+(2017)). For a copy of the Statement of the Facts, see [www.oge.gov/web/OGC.nsf/Resources/Wang+Statement+of+Facts+\(2018\)](http://www.oge.gov/web/OGC.nsf/Resources/Wang+Statement+of+Facts+(2018)).

9. United States v. Liu Yi Chen

On November 17, 2016, Defendant Liu Yi Chen attempted to pay \$100.00 to Immigration Services Officers during her application and interview for naturalization in Detroit, Michigan. She later admitted that she offered the money to the officers so that they would give her file special attention, be patient with her, and buy coffee for themselves.

Ms. Chen was charged with supplementing the salary of a Government official, in violation of 18 U.S.C. § 209. On April 20, 2018, she pleaded guilty to the charge, and on July 11, 2018, the court sentenced her to three months of probation, a \$500 fine, and a \$25 special assessment.

This case was handled by the United States Attorney's Office for the Eastern District of Michigan. For a copy of the Plea Agreement, see [www.oge.gov/web/OGC.nsf/Resources/Chen+Plea+Agreement+\(2018\).](http://www.oge.gov/web/OGC.nsf/Resources/Chen+Plea+Agreement+(2018).)

10. Civil Settlement

According to court documents, an employee of the Bureau of Prisons (BOP) had a relationship with a private contractor that provided certain services to the BOP. The employee failed to disclose his relationship with and money paid to him by that contractor on financial disclosure forms, and pleaded guilty in 2014 to violating 18 U.S.C. § 1001; the court sentenced the employee to probation and a fine.

In 2018, the former employee entered into a civil settlement with the Department of Justice to resolve allegations that he accepted improper payments from the contractor during his employment with BOP to assist the contractor in obtaining contracts with the BOP and perform services under the contracts. The former employee did not admit any wrongdoing as part of the settlement, which released the employee from civil liability to the United States arising under the Ethics Reform Act, 18 U.S.C. § 209; the False Claims Act, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Anti-Kickback Act, 41 U.S.C. § 423(e)(2); and common law liability for breach of contract, payment by mistake, unjust enrichment, fraud, and inducement of breach of fiduciary duty. Pursuant to the civil settlement agreement, the former employee was required to pay \$50,000 to the United States.

This civil settlement was handled by the Civil Division of the Department of Justice.

18 U.S.C. § 371 (conspiracy to commit offense or defraud the United States)

11. United States v. Todd Clawson

From September 2008 through August 2012, Defendant Todd Clawson worked for Advanced BioHealing, Inc. ("ABH"), a biopharmaceutical company that developed and commercialized bioengineered tissue products and regenerative medicine therapies. ABH produced Dermagraft, a biologic dressing product approved by the Food and Drug Administration for the treatment of diabetic foot ulcer wounds. Mr. Clawson served as ABH's the Director of Specialty Markets focusing on sales to the Department of Veterans Affairs (VA), and later as the National Director of the company's Federal Markets Division. The primary focus of the ABH Federal Markets Division was to market and promote Dermagraft at VA facilities around the nation. On December 1, 2008, ABH was awarded a five year Federal Supply Schedule to provide Dermagraft to the VA at a cost of \$1,360 per unit; VA facilities placed orders for Dermagraft against this contract based on a medical determination that Dermagraft was the appropriate treatment protocol for the patient.

From 2009 through 2012, Mr. Clawson, ABH officers, members of the ABH sales force, and certain VA physicians and clinicians engaged in a conspiracy to violate various conflict of interest and health care fraud laws, including 18 U.S.C. § 208, 18 U.S.C. § 209, 18 U.S.C. § 1347, 18 U.S.C. § 201, and 42 U.S.C. § 1320a-7b(b)(1)(A) and (B). As part of the conspiracy,

Mr. Clawson offered and paid VA podiatrists and clinicians kickbacks in the form of meals, salaries, gifts, and other in-kind inducements in an effort to cause the recipients to order, purchase, and use Dermagraft on VA patients, and to cause others to do the same. ABH also paid VA doctors \$1,500 a day to allow sales reps to accompany them as they treated veterans at VA facilities, \$3,000 to provide “sales training” to ABH staff, and \$2,000 to serve on an “advisory board” for the company and discuss the use of the company’s product and sales and marketing programs at the VA.

In furtherance of the conspiracy, Mr. Clawson cultivated at least four VA podiatrists and others to become key speakers for the Federal Markets Division, establishing speaking engagements and dinner lectures for these physicians at various locations throughout the U.S. that focused on using Dermagraft, which were in effect sales presentations. The target audience of these events consisted primarily of other VA physicians and clinicians, who ABH incentivized to attend by supplying free meals at expensive restaurants; the goal of these speaking engagements was to increase sales to VA facilities at which the attendees worked. Speakers were paid an honorarium for each engagement ranging from \$500 to \$3,000 per event. The conspirators engaged in other activities in furtherance of the conspiracy, including using expense accounts to provide meals and beverages to VA physicians and clinicians, and paying bribes to VA personnel in the form of meals, trips, payments, concert tickets, and travel.

Mr. Clawson was charged with health care fraud, in violation of 18 U.S.C. § 1347, and conspiracy to commit criminal conflicts of interest, bribery, and health care fraud, in violation of 18 U.S.C. § 371. On March 21, 2016, he pleaded guilty to the conspiracy charge, and on February 9, 2018, the court sentenced him to three years of probation, a \$5,000 fine, and a \$100 special assessment. (In January 2017, the company that acquired ABH in 2012 paid \$350 million in a settlement with the Justice Department over civil claims related to this scheme.)

This case was handled by the United States Attorney’s Office for the Western District of Washington. For a copy of the Information, see [www.oge.gov/web/OGE.nsf/Resources/Clawson+Information+\(2016\)](http://www.oge.gov/web/OGE.nsf/Resources/Clawson+Information+(2016)).

18 U.S.C. § 1001

12. United States v. Carlos Smiley

Defendant Carlos Smiley was a long-time federal employee and Senior Contracting Officer at the Centers for Disease Control and Prevention (CDC).

Between September 2011 and January 2012, Mr. Smiley received several payments from Company Z, a holding company that was seeking to do business with the CDC. In 2012, Company Z was awarded a single-source contract for the staffing of CDC field stations overseas, a contract Mr. Smiley signed as the approving contract officer for the CDC; Company Z ultimately declined the contract after learning of the relationship between Mr. Smiley and a representative of its holding company. In early 2012 and early 2013, Mr. Smiley completed Confidential Financial Disclosure reports required by his position as a CDC Contracting Officer.

On both reports, he responded “no” to the question asking whether he had received any outside income, when he had actually received six payments totaling \$30,600.

Mr. Smiley was charged with two counts of violating 18 U.S.C. § 1001. On July 19, 2018, he entered into a Plea Agreement pursuant to which he pleaded guilty to one count of violating 18 U.S.C. § 1001. The court sentenced him on November 15, 2018 to three months of imprisonment, one year of supervised release, and 200 hours of community service, and ordered him to pay a \$5,000 fine and a \$100 special assessment.

This case was handled by the United States Attorney’s Office for the Northern District of Georgia. For a copy of the Indictment, see [www.oge.gov/web/OGE.nsf/Resources/Smiley+Indictment+\(2017\).](http://www.oge.gov/web/OGE.nsf/Resources/Smiley+Indictment+(2017).)