

U.S. Department of Justice  
 Office of the Inspector General

## REPORT OF INVESTIGATION

<b>SUBJECT</b>		<b>CASE NUMBER</b>	
Keith Cromer (***-**-██████) et al. Group Supervisor Atlanta Division Atlanta, Georgia		2014-007650	
<b>OFFICE CONDUCTING INVESTIGATION</b>		<b>DOJ COMPONENT</b>	
Miami Field Office		Drug Enforcement Administration	
<b>DISTRIBUTION</b>		<b>STATUS</b>	
<input checked="" type="checkbox"/> <b>Field Office</b> <b>MFO</b> <input checked="" type="checkbox"/> <b>AIGINV</b> <input checked="" type="checkbox"/> <b>Component</b> <b>DEA</b> <input type="checkbox"/> <b>USA</b> <input type="checkbox"/> <b>Other</b>		<input type="checkbox"/> <b>OPEN</b> <input type="checkbox"/> <b>OPEN PENDING PROSECUTION</b> <input checked="" type="checkbox"/> <b>CLOSED</b>	
		<b>PREVIOUS REPORT SUBMITTED:</b>	
		<input type="checkbox"/> <b>YES</b> <input checked="" type="checkbox"/> <b>NO</b>	
		Date of Previous Report:	

### SYNOPSIS

The Department of Justice Office (DOJ) Office of the Inspector General (OIG) initiated this investigation upon the receipt of information from the Drug Enforcement Administration (DEA), Office of Professional Responsibility (OPR), alleging that DEA Group Supervisor (GS) Keith Cromer made unjustified payments to DEA Confidential Sources (CSs), caused false statements to be made to justify the payments, and made false statements on documents relating to the suitability of a CS. This matter originated with an allegation that the OIG initially referred back to DEA, wherein CS ██████ alleged that she had a personal relationship with Cromer which involved daily contact in person or by phone, sexual contact on seven or eight occasions, and personal travel with him ██████. ██████ further alleged that Cromer used his Official Government Vehicle (OGV) to take ██████ on dates. ██████

While OPR was investigating the initial referred allegations, it developed additional information that DEA agents made payments to ██████, at Cromer's direction, that were not justified and that agents prepared inaccurate DEA Forms 6 (Reports of Investigation) in support of these payments. After developing this additional information, OPR referred the allegations back to the OIG. The OIG developed information further alleging that Cromer instructed ██████ to lie to DEA inspectors regarding the nature of their relationship, shared non-public information with ██████ relating to personnel matters in his group, and allowed ██████ to listen to his DEA radio while his group conducted operations.

DATE	May 13, 2019	SIGNATURE	████████████████████
PREPARED BY SPECIAL AGENT			
DATE	May 13, 2019	SIGNATURE	████████████████████
APPROVED BY SPECIAL AGENT IN CHARGE		James F. Boyersmith	

Digitally signed by  
**JAMES BOYERSMITH**  
 Date: 2019.05.13  
 15:49:59 -04'00'

Acting on additional information that OPR developed, the OIG also investigated whether [REDACTED]

[REDACTED] DEA Assistant Special Agent in Charge  
[REDACTED] authorized improper payments to [REDACTED]

The OIG investigation substantiated the allegation that Cromer engaged in an improper close personal relationship with [REDACTED]. This involved (a) regularly speaking with [REDACTED] regarding personal matters, (b) meeting with [REDACTED] alone at her residence, and (c) allowing [REDACTED] to be with Cromer's family members and friends who did not know she was a DEA CS. Cromer also went on two personal trips with [REDACTED] including one during which he took [REDACTED] to the residence of [REDACTED]. Cromer admitted to the OIG that he had an inappropriate personal relationship with [REDACTED] and that he failed to notify his DEA supervisors of this improper personal relationship with a DEA CS. Cromer, however, denied [REDACTED] allegation that he had a romantic and sexual relationship with [REDACTED]. We found that Cromer's interactions with [REDACTED] were repeated, serious violations of the DEA Standards of Conduct, regardless of whether the relationship was a close personal one as Cromer admits, or whether it crossed into a romantic one, as [REDACTED] alleges.

The OIG also substantiated that Cromer violated DEA policy when he approved improper payments to CSs because they lacked proper justification, and approved a DEA Form 512b (Confidential Source Annual Continuing Suitability Report and Recommendation) knowing that it included false statements. The OIG also substantiated that he shared non-public DEA information with [REDACTED] and that he misused his OGV.

[REDACTED]

The OIG substantiated that [REDACTED] failed to properly supervise Cromer.

[REDACTED]

The U.S. Attorney's Office for the Southern District of Florida declined criminal prosecution.

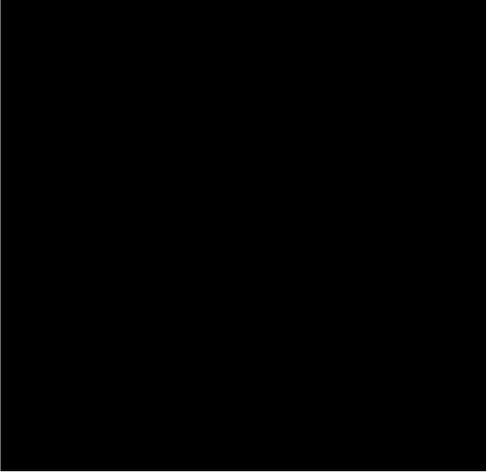
Unless otherwise noted, the OIG applies the preponderance of the evidence standard in determining whether DOJ personnel have committed misconduct. The Merit Systems Protection Board applies this same standard when reviewing a federal agency's decision to take adverse action against an employee based on such misconduct. See 5 U.S.C. § 7701(c)(1)(B); 5 C.F.R. § 1201.56(b)(1)(ii).

[REDACTED]

The OIG has completed its investigation and is providing this report to the DEA for appropriate action.

## ADDITIONAL SUBJECTS

  
Assistant Special Agent in Charge (retired)



## DETAILS OF INVESTIGATION

### Predication

The Department of Justice Office (DOJ) Office of the Inspector General (OIG) initiated this investigation upon the receipt of information from the Drug Enforcement Administration (DEA), Office of Professional Responsibility (OPR), alleging that DEA Group Supervisor (GS) Keith Cromer made unjustified payments to DEA Confidential Sources (CSs), caused false statements to be made to justify the payments, and made false statements on documents relating to the suitability of a CS. This matter originated with an allegation that the OIG initially referred back to DEA, wherein CS [REDACTED] alleged that she had a personal relationship with Cromer which involved daily contact in person or by phone, sexual contact on seven or eight occasions, and personal travel with him to [REDACTED]. [REDACTED] further alleged that Cromer used his Official Government Vehicle (OGV) to take [REDACTED] on dates. [REDACTED]

While OPR was investigating the initial referred allegations, it developed additional information that DEA agents made payments to [REDACTED] at Cromer's direction, that were not justified and that agents prepared inaccurate DEA Forms 6 (Reports of Investigation) in support of these payments. After developing this additional information, OPR referred the allegations back to the OIG. The OIG developed information further alleging that [REDACTED] shared non-public information with [REDACTED] relating to personnel matters in his group, [REDACTED]

Acting on additional information that OPR developed, the OIG also investigated whether [REDACTED] DEA Assistant Special Agent in Charge (ASAC) [REDACTED] authorized improper payments to [REDACTED]

### Background

The OIG received the initial complaint from DEA OPR in May 2014. In the initial complaint, [REDACTED] alleged to DEA managers that she had a long term personal relationship with Cromer [REDACTED]. [REDACTED] stated that at different points during this time period, the relationship involved daily contact between her and Cromer in person or by phone, sexual contact on seven or eight occasions, and personal travel to [REDACTED]. [REDACTED] also told DEA that Cromer used his OGV to take her on dates to movie theatres and restaurants. [REDACTED]

The OIG referred this initial complaint back to DEA. OPR conducted an administrative investigation from May 2014 until March 2015. OPR conducted multiple compelled interviews including interviews [REDACTED]. [REDACTED] said there were several payments made to [REDACTED] that lacked proper justification but that Cromer directed every payment [REDACTED] made to [REDACTED] and controlled all of the CS payments made by DEA agents in the group he supervised. [REDACTED] also told OPR that [REDACTED]



- [REDACTED]
- [REDACTED]

Interviews of the following civilians:

- [REDACTED]

Review of testimony provided by the below individuals at a *Franks* hearing [REDACTED]  
[REDACTED] relating to the relationship between [REDACTED] and Cromer.  
[REDACTED]

- Keith Cromer, DEA GS;
- [REDACTED];
- [REDACTED];
- [REDACTED];
- [REDACTED], DEA ASAC;
- [REDACTED].

Review of DEA OPR's investigative efforts, including interviews of the following individuals:

[REDACTED]

Reviews of the following records:

- CS payment records, including DEA Forms 103 (Vouchers for Purchase of Evidence or Payment to Confidential Source), DEA Forms 6 (Reports of Investigation), and DEA Forms 12 (Receipts for Cash or Other Items).
- CS files including DEA 512bs (Confidential Source Annual Continuing Suitability Reports and Recommendations).
- DEA self-inspection records.
- Forensic searches of [REDACTED] personal mobile phone and Cromer's DEA-issued laptop computer and mobile phone.

## **Improper Personal and Sexual Relationship with DEA Confidential Sources, Sharing of Non-Public Information, and Misuse of OGV**

The information provided to the OIG alleged that Cromer engaged in an improper personal relationship with [REDACTED] that involved daily contact in person or by phone, sexual contact on seven or eight occasions, and personal travel [REDACTED]. [REDACTED] alleged that Cromer used his OGV to take [REDACTED] on dates and sometimes allowed [REDACTED] to drive his OGV. [REDACTED] also alleged that Cromer shared non-public DEA personnel and operational information with her. [REDACTED]

### *Applicable DEA Policies*

DEA Standards of Conduct 2735.15 states:

*O. Misuse of Office and Coercion. DEA Personnel will not:*

*13. Distribute or disclose information not commonly available to the general public for nonofficial purposes.*

*Q. Unprofessional Conduct.*

*2a. A DEA employee will not associate with individuals known or suspected to be involved in illegal drug trafficking or other criminal activity in other than a strictly professional capacity. This prohibition also applied to confidential source contacts and former confidential source contacts. Extrinsic social, financial, or business contact with individuals of this nature are expressly prohibited. DEA employees are to strictly maintain only the highest standards of conduct with respect to informants, known criminals, or with individuals engaged in criminally violative activity.*

DEA Agents Manual, section 6612.41 states:

*C. Meetings with Confidential Sources. Two Controlling Investigators must be present during any meeting with a CS.*

*D. Contacts with Confidential Sources. Contacts between DEA personnel and CSs or prospective CSs must be conducted on a professional basis only. Personal business, social, or romantic relationships between DEA employees or other authorized personnel and CSs are strictly prohibited. If the CS is an acquaintance, family member, or friend of a DEA or other law enforcement employee,*

*the DEA or law enforcement officer will not be assigned as a Controlling Investigator, or as supervisor authorized to approve or make payments to the CS.*

DEA Agents Manual, section 6124.3 states:

*A. OGVs will be used for official purposes with the only exceptions detailed below in paragraph B. The term official purposes will be interpreted strictly. Use of an OGV for transportation of employees between their domiciles and place of employment can only be justified when affirmatively authorized by statute, as in Title 31 USC 1344.*

*B. It is in the interest of DEA to permit incidental personal use of an OGV which is secondary to the primary official use of the OGV. Accordingly, an employee who is using an OGV for an official purpose, including home-to-work transportation when authorized, is permitted to interrupt that official use to make stops for personal needs (such as picking up dry cleaning, hospital visitation, or stopping by a convenience store, bank, school or exercise facility), so long as the stop is reasonable in distance and time and does not negatively impact the mission of the agency. Similarly, an employee on a meal break may use an assigned OGV to travel to an eating establishment in the vicinity of the duty station or assignment. The following activity is not authorized under this policy:*

- 1. Operating an OGV in violation of the agency's policies regarding consumption of alcohol while driving official vehicles.*
- 2. Operating an OGV when not performing official duties (such as weekends, holidays, or while on Leave).*
- 3. Transporting unauthorized persons (including, but not limited to family members).*

**Testimony of [REDACTED] and other witnesses to the OIG**

[REDACTED] told the OIG that after [REDACTED] retired, she began dealing directly with Cromer. Sometime after [REDACTED] Cromer began engaging her in personal conversations [REDACTED]. [REDACTED] said that the relationship continued to be personal in nature through the end of 2011 with Cromer meeting with her alone on multiple occasions and regularly speaking with her on the telephone. [REDACTED]

[REDACTED] said that for the first several months the relationship was platonic. However, she said they became closer and eventually romantic, with the relationship becoming sexual in approximately February 2012. According to [REDACTED] the sexual relationship lasted for approximately 8 to 12 months.

[REDACTED] told the OIG that she ended the relationship with Cromer at approximately the same time she relocated from her home [REDACTED]. The move was necessary because targets of a DEA [REDACTED] investigation discovered where she lived. [REDACTED] said that, in connection with the relocation, Cromer agreed to give her DEA funds of \$2,500 per month for 12 months to reimburse her for the rent. [REDACTED] told the OIG that during this time period, Cromer became increasingly possessive of her and his behavior became increasingly erratic. She stated that Cromer began professing his love for her and telling her that he wanted to marry her and take her to [REDACTED] with him. [REDACTED]

██████████ said she saw Cromer visit her ██████████ residence on multiple occasions. ██████████ told the OIG that ██████████ told her that Cromer said he was ██████████ marry ██████████ and that he wanted ██████████ to move to ██████████ with him. ██████████ also said that after ██████████ ended the relationship, Cromer came to their residence ██████████

██████████ and told the OIG that Cromer was at their residence between 3 and 5 days per week and that on occasion he brought ██████████ Cromer, with him. ██████████ said that on one occasion Cromer brought a college friend with him ██████████ because Cromer wanted to introduce ██████████ to ██████████. While together they discussed going to ██████████ and ██████████ tried to convince ██████████ to go. ██████████ also said that she witnessed Cromer and ██████████ kiss on the mouth and hold hands, as well as ██████████ sit on Cromer's lap. ██████████ While ██████████ never witnessed them having sex, she said that ██████████ and Cromer were sometimes in the bedroom alone together. She said that while Cromer would at times stay until after midnight, she did not witness him spend the night. ██████████ also told the OIG that she once overheard a conversation between ██████████ and Cromer, wherein Cromer discussed moving to ██████████ with ██████████

██████████ also told the OIG that she went on trips with Cromer. ██████████ She said that on ██████████ trip Cromer took her to the residence of ██████████. The OIG interviewed ██████████, who recalled Cromer bringing a woman to his residence while Cromer was on a trip ██████████ but ██████████ did not know the woman was a CS. ██████████ told the OIG that ██████████, Cromer's friend, also went on the trip with ██████████ and Cromer to ██████████. According to ██████████, ██████████ stayed in a separate hotel room from her and Cromer. ██████████ told the OIG that he went to ██████████ with ██████████ and Cromer but that he, ██████████, shared a hotel room with Cromer while ██████████ stayed in her own hotel room. ██████████ also told the OIG that he never observed any behavior between ██████████ and Cromer that led him to believe they were involved in a romantic relationship. The OIG retrieved a photograph from ██████████ phone of Cromer in bed in the hotel room while on this ██████████ trip. In the photograph, Cromer was half under the sheets wearing a t-shirt and appeared to be asleep.

██████████ also alleged to now retired ASAC ██████████ and the OIG that Cromer shared non-public information with her related to other agents in Cromer's group. ██████████

██████████ told the OIG that when ██████████ made the initial allegations to him, which included this information, he believed that the operation she described matched some of the details of an operation run by ██████████. ██████████ also said that when ██████████ told him about the personal relationship she had with Cromer, she said they had sex on six to eight occasions. ██████████ told the OIG that he found ██████████ credible, in part, because she knew information about what was going on

in the office that a CS should not have known. [REDACTED]

All of the other DEA agents the OIG interviewed denied providing [REDACTED] with non-public information and all said that Cromer was the primary DEA agent who interacted with her.

[REDACTED] also told the OIG that Cromer drove her in his OGV, a Chevrolet Camaro, during most of the relevant time period for personal reasons, and that on occasion Cromer became so intoxicated that he could not drive and he allowed [REDACTED] to drive the OGV. [REDACTED] said there were other times where Cromer permitted her to drive his OGV when he wasn't present in the car, because it was more convenient. [REDACTED] said she disliked the way Cromer drove and several times asked to drive so she wouldn't have to experience his driving.

[REDACTED] also reported seeing [REDACTED] drive the [REDACTED] assigned to Cromer on several occasions. [REDACTED] said she recalled seeing Cromer's law enforcement equipment in the vehicle. [REDACTED] also reported seeing Cromer's OGV at [REDACTED] residence on multiple occasions.

[REDACTED] said Cromer frequently drove his OGV to [REDACTED] residence and stayed until late into the evening without other DEA personnel being present, suggesting most of his visits were for non-official purposes.

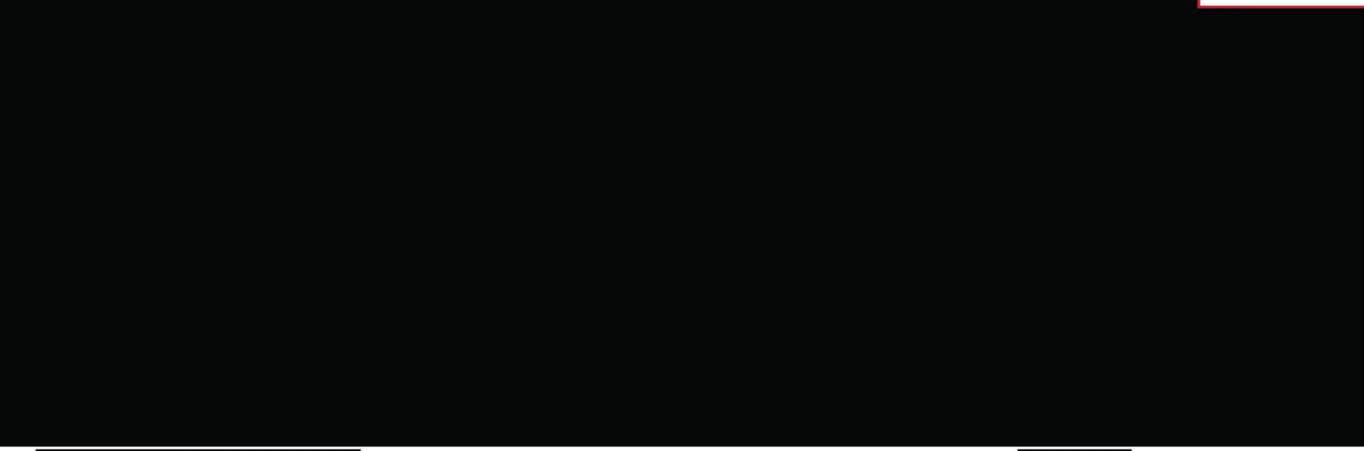
[REDACTED]

None of the SAs or TFOs in Cromer's group told the OIG that they were aware of an improper personal relationship between Cromer and [REDACTED]

### *Cromer testimony to the OIG*

Cromer admitted to the OIG that he was involved in an improper personal relationship with [REDACTED] in violation of DEA policy, but denied ever engaging in any type of romantic, physical, or sexual relationship with her. [REDACTED]

Cromer stated his relationship with [REDACTED] began with him sharing personal information [REDACTED]



[REDACTED] Cromer admitted to the OIG that while on the trip [REDACTED] he visited [REDACTED] residence and brought [REDACTED] with him. Cromer said that [REDACTED] did not know [REDACTED] was a CS.

Cromer also admitted to the OIG that he took [REDACTED] with him to [REDACTED] when he attended [REDACTED]. Cromer told the OIG that he shared a two-room hotel suite with [REDACTED], but that he did not sleep in the same room with her or engage in any sexual activity with her. Cromer said that he spent a limited amount of time with [REDACTED] and [REDACTED] actually wound up meeting another man there and spent time with him.

Cromer denied, and characterized as a lie, the incident in which [REDACTED] alleged he was [REDACTED] outside her residence, proclaiming his love for her, [REDACTED]. Cromer also denied ever telling [REDACTED] that he was moving to [REDACTED] or that he asked her to move there with him.

Cromer further denied sharing information with [REDACTED] relating to other DEA personnel and denied driving [REDACTED] in his OGV for personal reasons or allowing [REDACTED] to drive his OGV.

***OIG's Conclusion***

The OIG investigation concluded that Cromer violated DEA Standards of Conduct 2735.15, subparagraph Q Unprofessional Conduct, when he (a) associated with an individual [REDACTED] known to be involved in illegal drug trafficking or other criminal activity in other than a strictly professional capacity; (b) failed to have a second investigator present during his meetings with a CS [REDACTED]; and (c) engaged in a social or romantic relationship with a CS [REDACTED]. Similarly, Cromer violated DEA Agents Manual, section 6612.4 subparagraphs C and D, when he repeatedly met with [REDACTED] alone and engaged in a personal relationship with her. Cromer also violated these provisions when he spent time alone at [REDACTED] residence and travelled with her on personal trips.

Cromer's misconduct was particularly egregious because he took [REDACTED] with him, and allowed her to be present, when he was with family and friends, including to the private residence of [REDACTED]. None of these individuals were aware of [REDACTED] status as a criminally-oriented DEA CS who was involved in drug trafficking investigations, [REDACTED]. In doing so, Cromer deceived these individuals by failing to inform them of such facts, and needlessly exposed them and their families to danger.

With regard to the nature of Cromer's social and personal relationship with [REDACTED], Cromer's interactions with [REDACTED] were repeated, serious violations of the DEA Standards of Conduct,



whether the relationship was a close personal one as Cromer admits, or whether it crossed into a romantic one, as [REDACTED] alleged. The OIG investigation identified significant evidence strongly suggesting that the Cromer/[REDACTED] relationship was romantic and likely physical: Cromer's admitted conduct of traveling with [REDACTED]; the photograph on [REDACTED] phone of Cromer in bed while they were traveling together; the testimony of third parties who said Cromer was frequently at [REDACTED] home, often in her bedroom alone, late at night; and the testimony of one witness who saw them kiss and hold hands, and saw [REDACTED] sitting on Cromer's lap. However, Cromer vehemently denied the allegation that his relationship with [REDACTED] was romantic, and witnesses close to Cromer supported his testimony. The OIG noted that it was difficult to weigh the credibility of either Cromer or [REDACTED] as both were determined to have provided false information either under oath or on official documents. [REDACTED]

[REDACTED] By the same token, the OIG investigation found, as described below, that in 2013 and 2014 Cromer approved a DEA Form 512b that falsely indicated there was no relationship between [REDACTED] and a member of law enforcement. [REDACTED] Under these circumstances, and given that Cromer's relationship with [REDACTED] – whether it was a close personal one or a romantic one – represented a clear and serious violation of DEA Standards of Conduct 2735.15, subparagraph Q Unprofessional Conduct, the OIG concluded that it was unable to resolve their conflicting testimony about the precise nature of their highly inappropriate relationship.

The OIG investigation also substantiated that Cromer violated DEA Standards of Conduct 2735.15, subparagraph O Misuse of Office and Coercion, by sharing non-public information with [REDACTED]. According to [REDACTED], [REDACTED] told [REDACTED] several pieces of information about the internal workings of the DEA that she could only have learned from a DEA agent. Even by taking [REDACTED] to the residence of [REDACTED] he was sharing important non-public information that put [REDACTED] at risk. In her interview, [REDACTED] also described for the OIG details of DEA operations that a CS should not be made aware of. Although Cromer denied providing [REDACTED] with non-public information, the evidence, including the numerous examples [REDACTED] provided to [REDACTED] and the OIG, substantiates this allegation.

The OIG investigation also substantiated that Cromer violated DEA Agents Manual, section 6124.3 when he allowed a CS to drive his OGV. Although Cromer denied having allowed [REDACTED] to drive his OGV when he was too intoxicated to safely operate it, we found [REDACTED] explanations of how and when this occurred more credible. In addition, [REDACTED], also reported seeing [REDACTED] drive Cromer's assigned OGV. Finally, even if Cromer is believed that he never permitted [REDACTED] to drive his OGV, his frequent use of the OGV to regularly visit [REDACTED] without other DEA personnel being present, supports the conclusion that he misused his OGV by driving it to [REDACTED] residence for non-official reasons.

## **Improper Payments to DEA CS and Failure to Supervise**

During DEA OPR's initial investigation of the allegations of an improper relationship between Cromer and [REDACTED], OPR developed information that indicated that Cromer approved improper payments to [REDACTED] that were not supported by work done by [REDACTED]. OPR further alleged that Cromer, the first line supervisor over agents interacting with the CSs, instructed agents to falsify DEA-6s to justify the payments to [REDACTED]. The OIG also investigated if ASAC [REDACTED] approved payments that were not properly justified.

DEA Agent's Manual section 6612.51 (Certification Requirements) states:

- A. *General Policies... The "Remarks Section" of the DEA 103 must contain a brief synopsis of the basis or justification for the payment, the source of funds if provided by another agency and cite the DEA 6 or teletype that explains or justifies the payment.*

DEA Agent's Manual section 6612.52 (General Accounting) states:

- A. *Accounting and Control Procedures Governing Confidential Source Payments.*

2. *Controlling Investigators will not make any promise to a CS regarding payment. Although CSs may be advised that they may be eligible to receive payment for their services, they must also be advised that any decision to compensate them is at the sole discretion of DEA management. Any deviation from this policy must be approved in writing by the appropriate SES level manager. If such an arrangement is determined necessary, then a written agreement regarding the terms and conditions of payment will be signed by the CS and the Controlling Investigators, with the concurrence of the SES level manager.*

3. *All payments to CSs shall be commensurate with the value of the information provided or the assistance rendered.*

DEA Agents Manual, section 6612.41 states:

C. *Meetings with Confidential Sources. Two Controlling Investigators must be present during any meeting with a CS.*

D. *Contacts with Confidential Sources. Contacts between DEA personnel and CSs or prospective CSs must be conducted on a professional basis only. Personal business, social, or romantic relationships between DEA employees or other authorized personnel and CSs are strictly prohibited. If the CS is an acquaintance, family member, or friend of a DEA or other law enforcement employee, the DEA or law enforcement officer will not be assigned as a Controlling Investigator, or as supervisor authorized to approve or make payments to the CS.*

DEA Agents Manual, section 6612.6 states:

*The Quarterly Management Review of CS Utilization Report is an integral part of the CS reporting and management process. The First Line Supervisor is responsible for ensuring that management of all CSs by Controlling Investigators under his or her supervision is in compliance with DEA policy.*

### ***DEA Atlanta CS Payment Procedure***

According to witnesses interviewed by the OIG, to pay a CS in Cromer's group, a TFO or SA would brief Cromer, and either Cromer or the SA would then brief ██████████ (or an acting ASAC) on their justification for payment.

The Atlanta Division had a payment policy more restrictive than the DEA policy in that payments under \$2,000 could be approved by the GS and payments of \$2,000 and above required approval by the ASAC, or higher, depending on the amount requested. Claimants prepared a DEA Form 12 (Receipt for Cash or Other Items) and obtained signatures from managers approving the payment. The claimant took the DEA 12 to the cashier who provided the cash to the claimant. An agent and







[REDACTED] under which [REDACTED] was awarded \$80,750. [REDACTED] told DEA OPR that the group believed that [REDACTED] information was not very useful but that she continued to be regularly paid. [REDACTED] told the OIG that she was not sure why [REDACTED] received the award and was not sure of [REDACTED] level of support to the referenced investigation. [REDACTED] told the OIG that [REDACTED] did not play any role in the four currency seizures referenced in the award payment, nor did she play any role in the acquisition of their electronic communication surveillance referenced in the DEA Form 499 (Request for Payment under 28 USC 254 (c)). She further stated that the affidavit in support of the court ordered wiretap referred to different CSs, and [REDACTED] did not believe that [REDACTED] played any role in the case. [REDACTED] told the OIG that when she received the award she did not know what it was for. [REDACTED] said that when she asked Cromer what the money was for, Cromer told her that it was for everything she had been doing overall.

[REDACTED] He said that Cromer managed the group by dividing responsibilities among the agents rather than have case agents manage all aspects of a particular investigation. [REDACTED] also stated that while he and others were [REDACTED] on the DEA 512s, in practice Cromer generally managed all of the CSs in the group. [REDACTED] explained that frequently only case agents would know details of what happened during a particular operation and he would not have been in a position to know many details of [REDACTED] cooperation. Although [REDACTED] prepared the DEA 499 for the \$80,750 award, he did not know what [REDACTED] role was in the cited investigation or seizures. [REDACTED] prepared and signed, and Cromer approved, the DEA 499 that included a general justification paragraph for the payment. Additionally, there was a more specific justification that was attached to the DEA 499, but [REDACTED] did not know who prepared the attachment. None of the individuals interviewed, including Cromer, knew who prepared the justification that was attached to the DEA 499. [REDACTED] said that he prepared the DEA 499 at Cromer's direction because no one else knew how to complete DEA 499.

[REDACTED] told the OIG that while [REDACTED] he regularly paid her and periodically debriefed her. [REDACTED] also said that [REDACTED] and they both paid [REDACTED] but that Cromer really managed her. [REDACTED] said that [REDACTED] was an effective CS while managed by [REDACTED] but that after [REDACTED] left she was not as productive. [REDACTED] also stated that Cromer would sometimes send him to pay [REDACTED] and he would ask Cromer for a reason and Cromer would instruct [REDACTED] to obtain information from [REDACTED] that [REDACTED] could use to justify the payment. [REDACTED] would then ask [REDACTED] and [REDACTED] would provide information she had previously provided.

[REDACTED] told the OIG that he did not believe that [REDACTED] performed sufficient work to justify the payments she received. [REDACTED] said Cromer's group once met and agents asked Cromer why [REDACTED] was being paid so much money and Cromer said not to question him and that they were paying CSs because CSs did more things than agents did and were their eyes and ears on the streets and he paid CSs to keep them productive.

[REDACTED] told DEA OPR that Cromer would instruct him and [REDACTED] to pay [REDACTED] but that they did not know the reasons they were paying her. [REDACTED] recalled that while [REDACTED] regularly provided information, he could only recall one occasion when [REDACTED] provided actionable information that resulted in arrests. During the [REDACTED] Franks hearing, [REDACTED] testified that he once questioned Cromer regarding payments made to [REDACTED] because he believed that [REDACTED] was being paid for work that was actually being

done by another DEA CS. [REDACTED] said that, in response, Cromer removed him from his position as [REDACTED]

[REDACTED] Cromer told the OIG that [REDACTED] was one of the individuals in whom he had confidence and primarily relied upon to manage cases in the group. [REDACTED] also told DEA OPR that he was never the controlling agent for [REDACTED] and never dealt with her or paid her, although he was present for some payments. [REDACTED] also was not aware of any arrests, seizures, or wiretaps that were obtained as a result of [REDACTED] information. [REDACTED] told the OIG that [REDACTED] did not play any role in the seizures or wiretaps referenced in the DEA 499 and said that the cited information came from other CSs. However, in his testimony during the *Franks* hearing in [REDACTED] conceded that occasionally Cromer would call him with information that he obtained from CSs and would not tell him from which CS the information originated; and that some of this information, along with information that other agents may have provided, could have been used in affidavits he prepared.

[REDACTED] was another person Cromer identified to the OIG as an individual he relied upon to manage cases. However, [REDACTED] told the OIG that he never had any interaction with [REDACTED], even though he was the case agent on one of the cases she was paid under. [REDACTED] told OPR that he was not aware of any specifics regarding [REDACTED] cooperation.

[REDACTED] was another individual whom Cromer identified as an individual who managed cases but [REDACTED] told DEA OPR that he had little interaction with [REDACTED] and said that as far as he could determine, [REDACTED] work was limited and he was not aware of any arrests or seizures that resulted from her work or warrants that were obtained as a result of her information.

Cromer told the OIG that DEA [REDACTED] was one of the top agents in his group. However, [REDACTED] told OPR that, to his knowledge, [REDACTED] did not provide significant information and did not provide information that led to arrests or seizures or information that led to wiretaps.

Cromer told the OIG that the manner in which he managed his group was that he assigned certain personnel to deal with designated aspects of a case versus having single agents dealing with all aspects of a case. For example, certain agents were tasked to deal with all the CSs in the group while others were tasked to write wiretap affidavits. He said that this was the reason that [REDACTED] or [REDACTED] may not have known everything [REDACTED] was doing for the group. Cromer told the OIG that the \$80,750 award was for [REDACTED] overall work for DEA and that multiple CSs were paid in the same fashion using the same verbiage. Cromer also said that although the DEA 499 referenced a wire intercept, [REDACTED] did not provide information for telephone intercepts [REDACTED]. Rather, [REDACTED] provided assistance on obtaining a wiretap in DEA [REDACTED] investigation that led to significant seizures.

Awards pursuant to Title 18, United States Code, Section 254 allow for two types of payments. A “(c) (1) (B)” payment is a fixed dollar amount that is given for a CS’s overall participation in an investigation and generally a CS can receive only one payment of this type for an investigation. Alternatively, a “(c) (1) (C)” payment is a percentage of a monetary seizure and cooperators can receive multiple payments of this type. [REDACTED] payment was under the “(c) (1) (C)” provision and linked to four cash seizures and a wiretap that resulted in the seizure of drugs, currency seizures, and

arrests. Cromer told the OIG that he was unaware of the difference between the two provisions and that [REDACTED] prepared the DEA 499.

Payment records reviewed by the OIG indicated that [REDACTED] was regularly paid on a near monthly basis. Cromer told the OIG that he paid [REDACTED] on a monthly “stipend” and he told [REDACTED] she would be paid on a recurring basis. Cromer told the OIG that he discussed with colleagues if it was possible to pay CSs on a recurring monthly basis. After confirming that it was possible through conversations with other GSs, Cromer said he discussed such a plan with [REDACTED] and [REDACTED] concurred with paying a recurring monthly payment to Cromer’s CSs, including [REDACTED]. Payment records indicated that indeed all the CSs in Cromer’s group often received recurring monthly payments in the range of \$2,000 to \$2,500. Cromer said he proposed such a plan because he wanted to ensure that all his CSs were compensated for their work in long term investigations and to give them a financial incentive to continue to provide information. Cromer also told the OIG that he regularly briefed [REDACTED] on all of the activities by his group and their CSs and that with the exception of his undisclosed improper personal relationship with [REDACTED] everything was out in the open and received approval from his supervisors.

In his OIG interview, [REDACTED] vehemently denied giving Cromer approval to pay a “monthly stipend” to each of the group’s CSs, regardless of the quality and frequency of the information the CS provided. Although [REDACTED] admitted that \$2,000 to \$2,500 was a normal range for a payment to a CS, he said that DEA policy did not permit agents to pay CSs a recurring monthly stipend. [REDACTED] said he never had any such discussion with Cromer, and that if he had he would never have approved the payments. When confronted with [REDACTED] statement, Cromer told the OIG that [REDACTED] was lying. [REDACTED] also told the OIG that CSs should not be getting paid for work performed by other CSs in the group and awards based on seizures should not be automatically split among multiple CSs simply because they were all in the group. Cromer said that submitting CSs in a group for awards for an overall case was common and that on one occasion, [REDACTED] instructed Cromer to submit a CS from another group for an award based on seizures made by Cromer’s group.

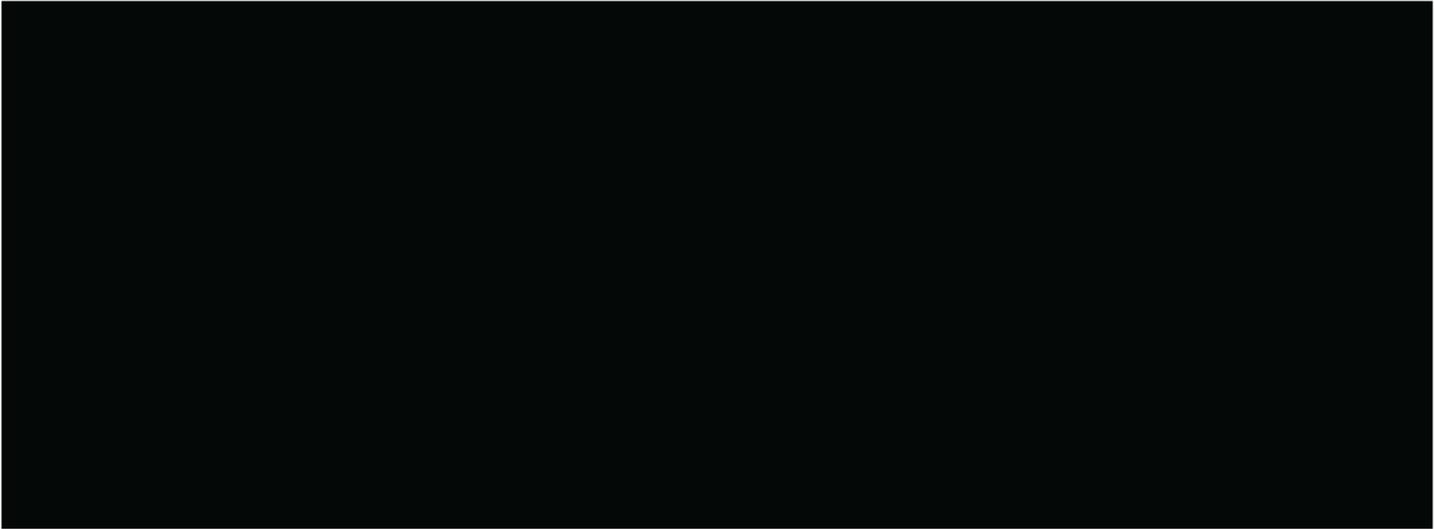
Cromer stated that [REDACTED] was legitimately paid for all of the work she did with the group, including attending and setting up meetings with targets, providing intelligence information, and that periodically she did work with other CSs. Cromer admitted that all of the work she did may not have been properly documented. For example, Cromer said that [REDACTED] would provide phone numbers that agents may put into the DEA DARTS system (DEA’s phone link analysis database) but that all of those may not have been documented. He also said that some of the money she received from the Atlanta Division was for work she did for the DEA [REDACTED].

During the time period that [REDACTED] was being paid by DEA Atlanta, [REDACTED] did provide information to DEA [REDACTED] related to two significant targets who were involved in drug trafficking and murder; and there are DEA 6s supporting payments related to her work in [REDACTED] such as the payment on [REDACTED], in the amount of \$2,500 (payment 9). [REDACTED] gathered and provided intelligence information on the conspirators, provided phone numbers, made telephone calls, sent text messages, and facilitated surveillance. [REDACTED] efforts were used to obtain a telephone intercept that led to the arrests of violent drug traffickers [REDACTED] and others. After [REDACTED] assistance to DEA was made public during legal proceedings, [REDACTED] denied that she provided certain information to DEA agents that they used in the affidavit in support of the telephone intercept. Due to [REDACTED] allegations, and the discovery of the OPR and OIG investigations of Cromer and his relationship to [REDACTED] a *Franks* hearing was held [REDACTED] regarding the allegations. In that hearing, [REDACTED] testified that agents falsified information they used against the targets of the case. The Court ultimately found [REDACTED] not credible.



### *OIG's Conclusion*

The OIG investigation concluded that Cromer violated DEA Agents Manual section 6612.51 and DEA Agents Manual section 6612.52 when he instructed agents to pay ██████ without proper justification articulated on supporting documents and that he violated DEA Agents Manual, section 6612.41 when he approved payments to ██████ despite his being in an improper personal relationship with her. The OIG discovered multiple instances of suspect documentation that included cut and pasted or nearly identical DEA 6s, references to events that did not occur, or payments related to events in which ██████ did not participate. Most of the DEA 6s used to justify payments to ██████ involved ██████ providing limited information, with no corroboration, follow-up, or results identified. While ██████ did conduct significant work for the ██████, in an irregular fashion, Cromer elected to pay ██████ from Atlanta funds instead of requesting that ██████ pay her.



The OIG notes that record keeping related to CS payments in Atlanta Division Group 2 was generally poor and in many instances did not comply with DEA policy. There were DEA 103s that sometimes made references to matters that ██████ played no role in, payment DEA 6s with little information, or payment DEA 6s with information copied from other payment DEA 6s. Cromer told the OIG that he did not realize that DEA policy required the DEA 103 to reference a DEA 6 or teletype to justify a payment and that sometimes a DEA 6 was written with just enough information to justify a payment but did not fully document all of the work being done by ██████. Additionally, witnesses stated that it was common practice that different individuals would handle different aspects of the payment process. This resulted in there being instances when one individual would obtain approval for the payment and another individual would withdraw the money from the cashier and pay the CS. There were instances when SAs or TFOs would sign DEA 103s for other agents after making payments. As detailed in this section, many of the DEA 6s that were written in support of payments frequently contained little information and rarely detailed what the results of the information were. On several payments, the cash was withdrawn, the CS paid and debriefed, and the DEA 6 in support of the payment was written all on the same day. This indicates that the CS was being paid, according to the DEA 6 in support of the payment, for information that was not being corroborated or had yet to be acted upon. Effectively, agents who did not know what ██████ was doing, would make a payment to ██████ then ask her to provide them with some information they could write on a DEA 6 to justify the payment.

While the OIG did not find that ██████ authorized any specific improper payments to CSs, we did conclude that his actions constituted a failure to properly supervise Cromer. First, the OIG notes that ██████ should have noticed the recurring weak justifications for ██████ payments and poor record keeping. Second, we find it difficult to credit ██████ claim that he was unaware of, and did not authorize, Cromer to pay a regular monthly stipend of \$2,000 or \$2,500 to many of the group's CSs, regardless of what information they provided during a specific time period. Although Cromer and ██████ disagree on whether or not ██████ approved the regular payment plan that Cromer described, the fact that under Atlanta Division policy ██████ had to authorize all payments of \$2,000 or more to each CS lends credibility to Cromer's version of events. To illustrate this, a review of the payments made to CSs during the time that Cromer was the Group Supervisor and ██████ was his supervisor, shows 79 percent of the time the CSs received regular payments of either \$2,500 (66 percent) or \$2,000 (13 percent) for "Information/Services." In light of the fact that typically informants do not consistently provide information of exactly the same value month after month, it would have been nearly impossible for an ASAC like ██████ to repeatedly approve the payments but not recognize that Cromer was paying each of the CSs about the same amount month after month. DEA policies require that all payments to CSs should reflect "the value of the information provided or the assistance rendered." Because an analysis of the payment history shows that 79 of the 100 payments to seven different CSs for "Information and Services" by Cromer's group between July 2010 and November 2014 were for either \$2,000 or \$2,500, and all such payments had to be approved in advance by ██████, we find more credible Cromer's claim that ██████ knew or should have known that Cromer was paying a regular amount each month to the CSs providing his group with information, without frequently modifying the amount to adjust for the relative value of the intelligence provided by the informant. As such, while acknowledging that Group Supervisors are primarily responsible for ensuring that agents are properly managing CSs, and also acknowledging the OIG's 2016 *Audit of the Drug Enforcement Administration's Management and Oversight of its Confidential Source Program*, in which the OIG found that the DEA CS program required significant improvement, including finding that "DEA field offices bear disproportionate responsibility for confidential source management and review," and that "DEA headquarters offices do not provide comprehensive oversight to ensure that field offices' establishment and use of sources, and payments to them, are appropriate, reasonable, and justified," we find that ██████ failure to properly supervise Cromer contributed to the improper payments identified in this report (See *Audit of the Drug Enforcement Administration's Management and Oversight of its Confidential Source Program*, September 2016, Executive Summary p. i.).

## False Reporting on DEA Documents

OPR provided the OIG with information alleging that DEA agents made payments to ██████, at Cromer's instructions, that were not justified and agents prepared inaccurate DEA 6s in support of these payments. The OIG also developed information that Cromer approved DEA 512bs that he knew contained false information.

It is a false statement, in violation of 18 U.S.C. § 1001, to "knowingly and willfully" – (1) falsify, conceal, or cover up "by any trick, scheme, or device a material fact;" or (2) make any "material false, fictitious or fraudulent statement or representation" about a "matter within the jurisdiction of the executive . . . branch" of the federal Government.

DEA Agents Manual section 6612.32 Risk Assessment states in part:

*A. Controlling Investigators Responsibilities. Prior to establishing an individual as a CS, the Controlling Investigators will conduct a risk assessment of the individual to determine if the*

*individual is suitable for use as a CS. Controlling Investigators will utilize the following factors in determining the suitability of a CS:*

*8. Relationship with an employee of any law enforcement agency;*

*B. Suitability Statement. Upon completion of this assessment, a brief statement will be developed which evaluates the potential benefit of using the CS, and contrasts these benefits with any adverse information developed during the establishment process. The Suitability Statement need not consist of more than one paragraph but must detail the specific benefits of utilizing the CS with the identified risk factors. This statement must explicitly provide the reason(s) for the determination to utilize this CS despite any adverse information developed. This statement will be included in the "Remarks Section" of the DEA-512.*

*C. Classification. The Controlling Investigators will classify the prospective CS as detailed below:*

- 1. Approval Recommended. The benefits of utilizing the CS clearly outweigh any negative factors that may exist and the CS is recommended for utilization. The Controlling Investigators will then forward the complete CS package to the First Line Supervisor for approval.*
- 2. Disapproval. The Controlling Investigators determine that the negative factor(s) associated with the possible utilization of the prospective CS clearly outweigh any possible benefits that may be obtained as a result of the CS cooperation. If this determination is made, the establishment process will be terminated.*

*D. First Line Supervisor Responsibilities. The First Line Supervisor will review the Initial Debriefing Report and the DEA-512, with the Suitability Statement prepared by the Controlling Investigators. The First Line Supervisor will then make a determination as to the suitability of utilizing the prospective CS as detailed below:*

- 1. Approved/Approval Recommended. If the First Line Supervisor believes that the CS is suitable for establishment, and the CS is a Regular Use CS, the First Line Supervisor may then authorize the establishment. If the CS is a Defendant CS, Restricted Use CS, or a Protected Name CS, the First Line Supervisor will forward the package to the Second Line Supervisor with a recommendation for approval.*
- 2. Disapproval. If the First Line Supervisor determines that the negative factor (s) clearly outweigh the potential benefits of using the CS, the First Line Supervisor will disapprove the utilization of the CS and the process will be terminated.*

DEA Employees Responsibilities and Conduct, Section 2735.15, paragraph L (Employee Testimony and Accuracy in Official Documents), states:

- 1. DEA personnel, when directed to do so by appropriate authority or during the scope of their official duties, must testify or respond to questions under oath as required. This duty to respond fully and truthfully applies during administrative interviews and any other official agency business and is applicable whether the employee concerned is providing a statement about his or her own misconduct, the misconduct of others, observed facts, past recollections, opinions, or is providing a written or oral communication upon which a trier of fact or other similar body or forum will or may have cause on which to rely or consider.*
- 2. DEA personnel will testify truthfully in all matters and will always be honest and forthright in any statement, communication, testimony they author, provide, condone, or otherwise cause others to rely upon.*



3. *DEA personnel will recount and provide all facts, data, information, and any other form of evidence in a truthful and fully responsive manner. DEA personnel will not omit or distort facts or other information when questioned or when authoring, completing, reviewing, or assisting in the drafting of reports or other official documents. DEA personnel will ensure documents are accurate and complete. Documents requiring signature shall not be signed unless read and confirmed as accurate, and it is incumbent upon the employee to ensure that any and all information he/she provides, whether orally or in writing, is accurate and complete.*

However, on January 16, 2013, and January 15, 2014, Cromer approved DEA Form 512bs, the form completed as part of a CS's annual risk assessment. One of the questions on the DEA 512b asks if information had been developed to indicate that the CS had a relationship with any employee of any law enforcement agency. The controlling agents completing the form indicated that there was no known relationship, and Cromer, despite knowing he had an improper personal relationship with ██████ approved the form and forwarded it to ██████ for his approval. Cromer admitted to the OIG that by approving the form and submitting it to ██████ he submitted false documents.

██████ told the OIG that if Cromer had told him of his improper personal relationship with ██████ (1) would not have authorized the continued use of ██████ as a CS by Cromer's group; (2) would not have authorized payments to ██████ and (3) would have reported Cromer to OPR. ██████ said that after he learned of the situation, he moved ██████ to another group so DEA could continue to pay her for security reasons and to ensure the continuity of ongoing investigations.

Cromer denied approving DEA 6s that he knew contained false information or telling agents to put down false or incorrect information. Cromer told the OIG that ██████ performed substantial and continuous work for both Atlanta and ██████ that was not always completely documented. He also said that sometimes agents would put just enough information on a DEA 6 to justify a payment.

The U.S. Attorney's Office for the Southern District of Florida declined criminal prosecution.

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

The OIG investigation concluded that, by a preponderance of the evidence, Cromer made a false statement in violation of 18 U.S.C. § 1001, when he approved and submitted documents that he knew contained false information and in doing so allowed a CS, with whom he had an improper personal relationship, to continue to be used and paid by DEA according to his recommendations.

Likewise, he also violated DEA Employees Responsibility and Conduct Section 2735.15, paragraph L.

