

DEPARTMENT OF JUSTICE | OFFICE OF THE INSPECTOR GENERAL

REPORT OF INVESTIGATION

SUBJECT		CASE NUMBER
(b)(6); (b)(7)(C) Former (b)(6); (b)(7)(C) Unit Chief (b)(6); (b)(7)(C)		2020-015362
OFFICE CONDUCTING INVESTIGATION	DOJ COMPONENT	
Washington Field Office	Federal Bureau of Investigation	
DISTRIBUTION	STATUS	
<input checked="" type="checkbox"/> Field Office WFO	<input type="checkbox"/> OPEN <input type="checkbox"/> OPEN PENDING PROSECUTION <input checked="" type="checkbox"/> CLOSED	
<input checked="" type="checkbox"/> AIGINV	PREVIOUS REPORT SUBMITTED: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<input checked="" type="checkbox"/> Component FBI	Date of Previous Report:	
<input type="checkbox"/> USA		
<input type="checkbox"/> Other		

SYNOPSIS

The Department of Justice (DOJ) Office of the Inspector General (OIG) initiated this investigation upon the receipt of information from the Federal Bureau of Investigation (FBI) (b)(6); (b)(7)(C) alleging that former Unit Chief (UC), (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) and may have made communications to the FBI with an intent to influence after retiring, in violation of 18 U.S.C. § 207(a)(1).

During the investigation, the OIG also found that (b)(6); (b)(7)(C) may have misused his position (b)(6); (b)(7)(C) when he tried to assist his brother-in-law's (b)(6); (b)(7)(C) company in receiving the proper authorizations and clearances to participate in (b)(6); (b)(7)(C).

(b)(6); (b)(7)(C)

DATE	(b)(6); (b)(7)(C)	SIGNATURE	(b)(6); (b)(7)(C)
PREPARED BY SPECIAL AGENT			
DATE		SIGNATURE	Digitally signed by RUSSELL CUNNINGHAM Date: 2022.10.31 10:40:50 -04'00'
Russell W. Cunningham			
APPROVED BY SPECIAL AGENT IN CHARGE			

(b)(6); (b)(7)(C)

The OIG substantiated that (b)(6); (b)(7)(C), following his retirement, knowingly made prohibited communications to current FBI employees with intent to influence matters with which he had been personally and substantially involved while working at the FBI, in violation of 18 U.S.C. § 207(a)(1). Shortly after he retired, (b)(6); (b)(7)(C) told his acting replacement to approve a payment to a (b)(6); (b)(7)(C) contractor in a disputed matter, and sent a text to his acting replacement suggesting who she should hire as the new (b)(6); (b)(7)(C).

The OIG also substantiated that (b)(6); (b)(7)(C) misused his position, in violation of 5 C.F.R. § 2635.702(a), and Section 2.12 (Misuse of Position) of the FBI policy, when as the UC (b)(6); (b)(7)(C) contacted the (b)(6); (b)(7)(C) Police Department (b)(6); (b)(7)(C) on behalf of his brother-in-law's (b)(6); (b)(7)(C) company so that the company could receive the proper authorizations to participate (b)(6); (b)(7)(C). (b)(6); (b)(7)(C) had no official reason to contact (b)(6); (b)(7)(C) about this matter. By invoking his position and referring to his conversation with another (b)(6); (b)(7)(C) when he spoke to (b)(6); (b)(7)(C), (b)(6); (b)(7)(C) used his official position for the private gain of his brother-in-law.

(b)(6); (b)(7)(C) had already retired from the FBI when the OIG contacted him for an interview. (b)(6); (b)(7)(C) declined to be interviewed. The OIG has the authority to compel testimony from current Department employees upon informing them that their statements will not be used to incriminate them in a criminal proceeding. The OIG does not have the authority to compel or subpoena testimony from former Department employees or non-Department employees.

The Public Integrity Section declined to open a criminal investigation on (b)(6); (b)(7)(C).

The OIG has completed its investigation and is providing this report to the FBI for its review and action it deems appropriate.

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).

DETAILS OF INVESTIGATION

Predication

The Department of Justice (DOJ) Office of the Inspector General (OIG) initiated this investigation upon the receipt of information from the Federal Bureau of Investigation (FBI) [REDACTED] alleging that former Unit Chief (UC), [REDACTED] [REDACTED] and may have made communications to the FBI after retiring, in violation of 18 U.S.C. § 207(a)(1).

During the investigation, the OIG also found that [REDACTED] may have misused his position [REDACTED] when he tried to assist his brother-in-law's [REDACTED] company in receiving the proper authorizations and clearances to participate in [REDACTED].

Investigative Process

The OIG's investigative efforts consisted of the following:

Interviews of the following FBI personnel:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Review of the following:

- FBI UNET and FBINET e-mail accounts for [REDACTED]
- FBI cellular phone toll records and text messages for [REDACTED]
- FBI Lync messages for [REDACTED]
- FBI human resources profile for [REDACTED]
- [REDACTED] performance ratings
- [REDACTED] voluntary retirement (SF-52)
- [REDACTED] security financial disclosure forms
- [REDACTED] email correspondence with the [REDACTED]
- [REDACTED] Post-Government Service Questionnaire
- [REDACTED]
- [REDACTED] Non-Paid Consultant Status Electronic Communication
- [REDACTED]
- [REDACTED] notes of communications with [REDACTED]
- Screen shots of [REDACTED] personal text messages with [REDACTED]
- [REDACTED] timeline of contractor issues involving [REDACTED]
- FBI documentation related to a referral that [REDACTED] misused his position during [REDACTED]
- [REDACTED]

(b)(6); (b)(7)(C)

Background

(b)(6); (b)(7)(C)

was the FBI (b)(6); (b)(7)(C) Unit Chief (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

until his retirement on (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

violation of post-government employment restrictions and alleged financial conflict of interest

The information provided to the OIG alleged that (b)(6); (b)(7)(C) may have made communications to the Government with an intent to influence, in violation of 18 U.S.C. § 207(a)(1), (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

Relevant Authorities

Post-Government Employment Restrictions - 18 U.S.C. § 207(a)(1):

Pursuant to 18 U.S.C. § 207(a)(1), a former Government employee may not:

knowingly make[], with the intent to influence, any communication to or appearance before any officer or employee of any department . . . [or] agency . . . of the United States . . . on behalf of any other person . . . in connection with a particular matter—

- (A) in which the United States . . . is a party or has a direct and substantial interest,
- (B) in which the person participated personally and substantially as . . . [an] officer or employee, and
- (C) which involved a specific party or specific parties at the time of such participation[.]

Factors to be considered in determining whether two particular matters are the same may include the extent to which the matters involve the same basic facts, the same or related issues, the same or related parties, the same confidential information, the continuing existence of an important federal interest, and how much time has elapsed between the two matters. See 5 C.F.R. § 2641.201(h)(5)(i).

(b)(6); (b)(7)(C)



(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

retired from the FBI on

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

In and contacted the to report they suspected was violating his post-government service restrictions with respect to some of the communications he had been having since he left the FBI.

(b)(6); (b)(7)(C)

On in light of the fact that was scheduled to begin supervising contracts with the FBI, sent an email to attaching the post-government service letter it had previously provided to reminding him about his restrictions under 18 U.S.C. § 207. offered to discuss the restrictions in more detail and reminded him that he could not be present or make direct communications or appearances before the FBI regarding the same matter he had been personally and substantially involved with at the FBI. never responded.

(b)(6), (b)(7)(C) had already retired from the FBI when this investigation began. When the OIG requested an interview, (b)(6), (b)(7)(C) declined. The OIG has the authority to compel testimony from current Department employees upon informing them that their statements will not be used to incriminate them in a criminal proceeding. The OIG does not have the authority to compel or subpoena testimony from former Department employees or non-Department employees.

(b)(6), (b)(7)(C)





(b)(6); (b)(7)(C)



(b)(6); (b)(7)(C)

Contractor billing issues, communications with (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C) told the OIG that shortly after (b)(6); (b)(7)(C) retired, during the week of (b)(6); (b)(7)(C) Unit Chief (b)(6); (b)(7)(C) told (b)(6); (b)(7)(C) that she had concerns about approving invoices she had received for travel expenses incurred by a contractor (b)(6); (b)(7)(C) said this was the first time she realized that FBI sponsored a contract (b)(6); (b)(7)(C) was informed that the contract was awarded in (b)(6); (b)(7)(C) when (b)(6); (b)(7)(C) was the Unit Chief, (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C) was the subcontractor.

(b)(6); (b)(7)(C) told the OIG that for some reason one of the bills for (b)(6); (b)(7)(C) services came to her instead of (b)(6); (b)(7)(C) who usually approved them. (b)(6); (b)(7)(C) recalled that it was a lot of money and that finance wanted her to review and approve it. (b)(6); (b)(7)(C) looked at the bills and began asking questions about why the FBI was paying for a hotel and meals and incidentals (M&IE) when her understanding was that (b)(6); (b)(7)(C) lived near (b)(6); (b)(7)(C) said she called the (b)(6); (b)(7)(C) and brought it to the attention of (b)(6); (b)(7)(C) said this eventually led to her meeting with (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C) to discuss the contract.

On (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C) discussed the contractor billing issue. During this meeting, (b)(6); (b)(7)(C) informed the group that (b)(6); (b)(7)(C) now worked for (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C) determined that (b)(6); (b)(7)(C) was traveling roughly 150 miles from (b)(6); (b)(7)(C) staying in a hotel for the week, and then driving home. He then charged against the contract with the FBI for his mileage, hotel stay, and M&IE.

On (b)(6); (b)(7)(C) the OIG interviewed (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) told the OIG that as part of the contract, (b)(6); (b)(7)(C) was required to live within a certain distance of the work site, which is in (b)(6); (b)(7)(C) recalled (b)(6); (b)(7)(C) explaining to him that the contractor would need to travel to (b)(6); (b)(7)(C) which is why the travel budget on the initial contract base period was very large. (b)(6); (b)(7)(C) told the OIG that the invoices he received indicated that the (b)(6); (b)(7)(C) contractor was not (b)(6); (b)(7)(C) but simply traveling to and from the (b)(6); (b)(7)(C) communicated to (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C) in (b)(6); (b)(7)(C) that (b)(6); (b)(7)(C) mileage, lodging, and M&IE for trips between his home and (b)(6); (b)(7)(C) would no longer be compensated by the FBI, because it did not constitute operational travel under the contract. (b)(6); (b)(7)(C) told the OIG that he or a colleague sent the invoices for (b)(6); (b)(7)(C) to (b)(6); (b)(7)(C) every month. (b)(6); (b)(7)(C) believed

(b)(6); (b)(7)(C) sent them to others in his unit located at (b)(6); (b)(7)(C) to approve (b)(6); (b)(7)(C) recalled (b)(6); (b)(7)(C) making a "special effort" not to be the person who approved the invoices. (b)(6); (b)(7)(C) could not recall if (b)(6); (b)(7)(C) approved the invoices for (b)(6); (b)(7)(C) or if he also sent those invoices to others to approve.

On (b)(6); (b)(7)(C) sent (b)(6); (b)(7)(C) an email stating that (b)(6); (b)(7)(C) must stop travel immediately, because contractor travel was never requested or authorized by (b)(6); (b)(7)(C).

(b)(6); (b)(7)(C) responded on (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C) stating that it was their understanding that (b)(6); (b)(7)(C) was serving as (b)(6); (b)(7)(C) and that (b)(6); (b)(7)(C) schedule and travel supporting (b)(6); (b)(7)(C) had been coordinated between the (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C) said (b)(6); (b)(7)(C) now understood that there was a new (b)(6); (b)(7)(C) and that it would fully comply with ensuring all travel was coordinated and approved by (b)(6); (b)(7)(C) ahead of time.

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

Between (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) said she received e-mails in which (b)(6); (b)(7)(C) sought approval for the FBI to pay for (b)(6); (b)(7)(C) upcoming travel expenses and for some of the previous travel costs incurred. The FBI ultimately denied these requests.

(b)(6); (b)(7)(C) in his new position (b)(6); (b)(7)(C) was not copied on the emails among (b)(6); (b)(7)(C) and the FBI related to the contractor's travel expenses. However, (b)(6); (b)(7)(C) said that (b)(6); (b)(7)(C) told her that (b)(6); (b)(7)(C) had contacted her a couple of times by phone about (b)(6); (b)(7)(C) travel expenses. (b)(6); (b)(7)(C) recalled (b)(6); (b)(7)(C) telling her that (b)(6); (b)(7)(C) did not see why this was an issue and he told (b)(6); (b)(7)(C) to approve it.

(b)(6); (b)(7)(C) told (b)(6); (b)(7)(C) that she could not have any conversations with (b)(6); (b)(7)(C) about this contract and that his questions should go through the proper channels from (b)(6); (b)(7)(C) to the FBI and (b)(6); (b)(7)(C) also told the OIG that (b)(6); (b)(7)(C) had told her that (b)(6); (b)(7)(C) wanted to take (b)(6); (b)(7)(C) to lunch and pay for it with his company credit card, but (b)(6); (b)(7)(C) thought (b)(6); (b)(7)(C) had declined the lunch. (b)(6); (b)(7)(C) told (b)(6); (b)(7)(C) that she could have personal friendships with people, but that she could not take gifts from a contracting company.

(b)(6); (b)(7)(C) told the OIG that she could not remember if she discussed (b)(6); (b)(7)(C) expenses with (b)(6); (b)(7)(C) during their calls.¹ However, (b)(6); (b)(7)(C) told the OIG that (b)(6); (b)(7)(C) was insistent on taking her to lunch and coffee around the time of the excessive bills related to (b)(6); (b)(7)(C) told the OIG that she thought (b)(6); (b)(7)(C) had an agenda in issuing these invitations. (b)(6); (b)(7)(C) said she started to feel uncomfortable and informed (b)(6); (b)(7)(C) who told her not to allow (b)(6); (b)(7)(C) to buy her anything because it could be considered a gift from the contract company (b)(6); (b)(7)(C) did not go to lunch with (b)(6); (b)(7)(C) but did have a coffee with (b)(6); (b)(7)(C) while meeting with law enforcement partners (b)(6); (b)(7)(C).

In addition, the OIG's review of (b)(6); (b)(7)(C) notes, calendar, and personal texts with (b)(6); (b)(7)(C) showed that within a few weeks of his retirement, (b)(6); (b)(7)(C) texted (b)(6); (b)(7)(C) specifically about the (b)(6); (b)(7)(C) contractor position. (b)(6); (b)(7)(C) asked (b)(6); (b)(7)(C) if she would agree to use (b)(6); (b)(7)(C) at the (b)(6); (b)(7)(C) wasn't clear on whether (b)(6); (b)(7)(C) was asking if (b)(6); (b)(7)(C) could fill in for (b)(6); (b)(7)(C) or work at (b)(6); (b)(7)(C) in addition to (b)(6); (b)(7)(C).

On (b)(6); (b)(7)(C) informed (b)(6); (b)(7)(C) that he had heard that (b)(6); (b)(7)(C) was going to take over supervising all the (b)(6); (b)(7)(C) contracts with the FBI. On (b)(6); (b)(7)(C) had a meeting with (b)(6); (b)(7)(C) to discuss the contract for the (b)(6); (b)(7)(C) which was set to expire in (b)(6); (b)(7)(C). At that meeting (b)(6); (b)(7)(C) was advised not to extend the contract since (b)(6); (b)(7)(C) was no

¹ As reflected in the predating material and consistent with (b)(6); (b)(7)(C) account to the OIG, when (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C) went to (b)(6); (b)(7)(C) with their concerns (b)(6); (b)(7)(C) reported that she distinctly recalled a telephone discussion with (b)(6); (b)(7)(C) in which (b)(6); (b)(7)(C) told her she was authorized to pay the disputed travel expenses for (b)(6); (b)(7)(C).

longer needed. (b)(6); (b)(7)(C) requested that (b)(6); (b)(7)(C) contact (b)(6); (b)(7)(C) to determine if there were any ethical concerns or conflicts of interest involving (b)(6); (b)(7)(C) supervising these contracts.

(b)(6); (b)(7)(C) said he was "shocked" that (b)(6); (b)(7)(C) was going to assume supervision of the (b)(6); (b)(7)(C) contracts with FBI, and that the consensus of the group was to report this to (b)(6); (b)(7)(C) said he did not know if (b)(6); (b)(7)(C) had a financial conflict of interest, but he viewed (b)(6); (b)(7)(C) direct involvement in (b)(6); (b)(7)(C) contracts with the FBI to be a major ethical violation. (b)(6); (b)(7)(C) said (b)(6); (b)(7)(C) was the person who developed the requirement for the (b)(6); (b)(7)(C) and was instrumental in getting the requirement awarded.

OIG's Conclusion

(b)(6); (b)(7)(C)

The OIG also concluded that (b)(6); (b)(7)(C), following his retirement, knowingly made prohibited communications to former FBI subordinates with intent to influence matters in which he had been personally and substantially involved while working at the FBI, in violation of 18 U.S.C. § 207(a)(1). In particular, (b)(6); (b)(7)(C) told (b)(6); (b)(7)(C) she should pay the disputed travel expenses for (b)(6); (b)(7)(C) contractor (b)(6); (b)(7)(C) and he sent a text to (b)(6); (b)(7)(C) about finding a substitute for

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C) misused his position to assist a family member

Relevant Authorities

Use of public office for private gain- 5 C.F.R. § 2635.702

5 C.F.R. § 2635.702(a), Use of public office for private gain, provides in pertinent part: "An employee shall not use or permit the use of his Government position or title or any authority associated with his public office in a manner that is intended to coerce or induce another person . . . to provide any benefit, financial or otherwise, to himself or to friends, relatives, or persons with whom the employee is affiliated in a nongovernmental capacity."

Offense Code 2.8 Misuse of Position

FBI policy prohibits the following:

Exceeding the limits of FBI authority to further a personal, unofficial, or unauthorized interest; or using FBI position or affiliation for private gain or advantage or for the gain or advantage of relatives or associates of the employee. See 5 C.F.R. §2635.702 for additional information.

(b)(6); (b)(7)(C)

During this investigation, the OIG learned that in (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) accused (b)(6); (b)(7)(C) of misusing his position when he attempted to assist his brother-in-law's (b)(6); (b)(7)(C) company in

receiving authorizations to participate (b)(6); (b)(7)(C) later referred (b)(6); (b)(7)(C)
allegation to (b)(6); (b)(7)(C)

On (b)(6); (b)(7)(C) the OIG interviewed (b)(6); (b)(7)(C) who told the OIG that (b)(6); (b)(7)(C)
(b)(6); (b)(7)(C) On (b)(6); (b)(7)(C)
emailed (b)(6); (b)(7)(C) asking her for a point of contact in the (b)(6); (b)(7)(C) to assist with obtaining
clearance for (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) referred to the
company and its owner, (b)(6); (b)(7)(C) without stating that (b)(6); (b)(7)(C) was his brother-in-law.

(b)(6); (b)(7)(C) said she had had lengthy conversations with (b)(6); (b)(7)(C) before he sent this email and had explained to him that
the process for obtaining authorization to participate in (b)(6); (b)(7)(C) would be different and stricter than the
previous year (b)(6); (b)(7)(C) told the OIG that (b)(6); (b)(7)(C) did not have any approval or the
necessary waivers for (b)(6); (b)(7)(C) at the time of this email, (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C) said she was aware of concerns
about circumventing the process that she helped create with (b)(6); (b)(7)(C) and was unwilling to give "anybody a shortcut."
(b)(6); (b)(7)(C) said that at some point
she learned that (b)(6); (b)(7)(C) was (b)(6); (b)(7)(C) brother-in-law. (b)(6); (b)(7)(C) said that after her phone conversation with (b)(6); (b)(7)(C) she
sent (b)(6); (b)(7)(C) an email to explain the process again.

On (b)(6); (b)(7)(C) sent another email to (b)(6); (b)(7)(C) and added (b)(6); (b)(7)(C)
(b)(6); (b)(7)(C) In that email, (b)(6); (b)(7)(C)
reiterated that (b)(6); (b)(7)(C) had to (b)(6); (b)(7)(C) She further chastised (b)(6); (b)(7)(C) for going directly to (b)(6); (b)(7)(C)
himself.

(b)(6); (b)(7)(C) advised me that you contacted them yesterday morning and that you advised them that you were
calling for the (b)(6); (b)(7)(C) company (b)(6); (b)(7)(C) which is owned by (b)(6); (b)(7)(C) and you were trying to
facilitate approval (b)(6); (b)(7)(C) and looking for a POC (b)(6); (b)(7)(C) to connect (b)(6); (b)(7)(C) with. You also
mentioned my name and that you had spoken with me. This appears to be a misuse of your position to
assist your brother-in-law and a private (b)(6); (b)(7)(C) company. And you did this AFTER a phone call and e-mail
with me where I told you not to contact (b)(6); (b)(7)(C) and to direct the (b)(6); (b)(7)(C) company to the (b)(6); (b)(7)(C) website.

On (b)(6); (b)(7)(C) responded to (b)(6); (b)(7)(C) email and kept everyone on the email. He denied misusing his
position and claimed that (b)(6); (b)(7)(C) had not instructed him not to contact (b)(6); (b)(7)(C) directly. Instead, he stated that her
refusal to provide him with a point of contact in (b)(6); (b)(7)(C) was poor "customer service" on her part.

(b)(6); (b)(7)(C) told the OIG that she did not think this was just a simple miscommunication or a customer service issue.
Although (b)(6); (b)(7)(C) said her email to (b)(6); (b)(7)(C) could have been stronger in directing him not to call (b)(6); (b)(7)(C) said she
had told (b)(6); (b)(7)(C) the process over email and over the phone and she was clear that (b)(6); (b)(7)(C) needed to go to the
(b)(6); (b)(7)(C) said that (b)(6); (b)(7)(C) and the (b)(6); (b)(7)(C) were not her customers, and that if (b)(6); (b)(7)(C) had contacted
her she would have told (b)(6); (b)(7)(C) After talking with her supervisor about why (b)(6); (b)(7)(C) was calling
(b)(6); (b)(7)(C) about (b)(6); (b)(7)(C) getting approved to (b)(6); (b)(7)(C) and her supervisor decided to refer the
complaint (b)(6); (b)(7)(C)

When interviewed by the OIG [REDACTED] said [REDACTED] should not have been involved at all in [REDACTED] arrangements and that the allegation was referred [REDACTED]. The OIG asked [REDACTED] if [REDACTED] as the [REDACTED] Unit Chief had any reason to reach out to the [REDACTED] about [REDACTED]. [REDACTED] said there was not, and this is why he referred it [REDACTED].

[REDACTED] had already retired from the FBI when the OIG contacted him for an interview. [REDACTED] declined to be interviewed. The OIG has the authority to compel testimony from current Department employees upon informing them that their statements will not be used to incriminate them in a criminal proceeding. The OIG does not have the authority to compel or subpoena testimony from former Department employees or non-Department employees.

OIG's Conclusion

The OIG investigation concluded that [REDACTED] misused his position, in violation of 5 C.F.R. § 2635.702(a), and Section 2.12 (Misuse of Position) of the FBI policy, when as the UC [REDACTED] contacted [REDACTED] on behalf of his brother-in-law's [REDACTED] company to receive the authorizations necessary to participate in [REDACTED]. [REDACTED] had no official or authorized reason to contact [REDACTED] about this matter. By invoking his position and referring to his conversation with [REDACTED] when he spoke to [REDACTED], [REDACTED] improperly used his official position for the private gain of his brother-in-law.