

**BEFORE THE CITY OF ATLANTA  
BOARD OF ETHICS**

In the Matter of:	)	
	)	
Lynnette Young	)	
	)	Case No. CO-07-007
Respondent	)	
	)	

**SETTLEMENT AGREEMENT**

This settlement agreement is made between Ginny Looney, the Ethics Officer of the City of Atlanta, and Lynnette Young, a former city employee and the Respondent.

The parties agree to the following terms to resolve this case prior to a probable cause determination by the Board:

**FINDINGS OF FACT**

1. Ms. Young was Chief Operating Officer in the Executive Offices of the City of Atlanta from 2002 to 2007.
2. She was an authorized credit card holder on the City of Atlanta's corporate credit card account.
3. The City did not have any policies, written or verbal, concerning use of the charge card until this year.
4. Ms. Young admits using the city's credit card four times to make purchases for personal services totaling \$70.50. One purchase was made in 2003 and three purchases were made in 2004.
5. Ms. Young repaid the City for these personal purchases.
6. There is no evidence that Ms. Young made the purchases with the intent to defraud the City or misuse city funds.

**CONCLUSIONS OF LAW**

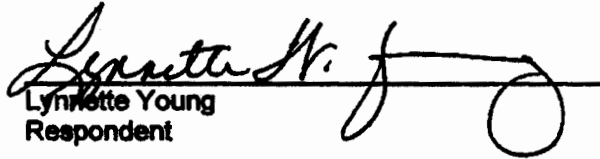
7. Ms. Young is a former city employee who at the time was an employee of the City and therefore subject to the Code of Ethics, found in sections 2-801 to 2-824 in the City's Code of Ordinances.
8. The Code of Ethics states: "No official or employee shall request, use or permit the use of any publicly owned or publicly supported property, vehicle, equipment, labor or service for the private advantage of such official or employee."

9. The Board of Ethics has determined that the use of a city credit card to make personal purchases is a violation of section 2-811 of the Code of Ethics.
10. Although the City had no policies or procedures in place regarding credit cards at the time of use, Ms. Young does not dispute that the use of a city credit card to make personal purchases can be construed as a violation of section 2-811 of the Code of Ethics at the time it occurred.

### **AGREEMENT**

11. The City of Atlanta's ranking executive officers must meet high ethical standards that set an example of proper conduct for other employees.
12. Ms. Young acknowledges that she used the city's credit card to make personal purchases on four occasions over a 15-month period during her city employment. She has consistently maintained that she used the card by mistake due to its similarity to her personal credit card and immediately reimbursed the City on learning of her mistake.
13. Ms. Young is no longer a City of Atlanta employee. Prior to leaving city government, she returned all city property, including the city credit card, to the proper city officials.
14. Because Ms. Young has taken responsibility for her actions and reimbursed the City for her purchases, and the amount of her personal purchases was insubstantial at best, the Ethics Officer agrees to resolve this matter without taking any further action or seeking any further penalty.
15. The parties agree to enter this settlement agreement to resolve all factual and legal issues raised in this matter and to reach a final disposition without the necessity of an evidentiary hearing before the Board to determine Respondent's liability.
16. The Respondent understands and voluntarily waives all procedural rights under the Code of Ordinances, including the determination of probable cause and the right to personally appear before the Board, subpoena witnesses to testify, confront and cross-examine all witnesses, and have the Board hear the matter at any enforcement hearing.
17. The Respondent acknowledges that this agreement is not binding on any other law enforcement or governmental agency and does not preclude the Board of Ethics from referring this matter to, cooperating with, or assisting any other law enforcement or government agency on this or any other related matter.
18. The Ethics Officer will submit this settlement agreement for consideration by the Board of Ethics at its next regularly scheduled meeting, and the Board must enter an order approving the agreement before it becomes the final decision and order in the case.

19. The parties agree that this agreement shall become null and void in the event that the Board refuses to accept it. The Respondent further agrees that no member of the Board of Ethics or its staff shall be disqualified from participating in any hearing before the Board because of prior consideration of this settlement agreement.

  
Lynette Young  
Respondent

11/09/07  
Date

  
Ginny Looney  
Ethics Officer

Nov. 14, 2007  
Date