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Description of document: US Department of Commerce (DOC) Inspector General (OIG) Selected Investigation Reports 2026

Requested date: 01-March-2026

Release date: 30-March-2026

Posted date: 06-April-2026

Source of document: FOIA Officer
Office of Inspector General
U.S. Department of Commerce
Email: FOIA@oig.doc.gov
FOIA.gov

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March 30, 2026

VIA E-MAIL

RE: FOIA Request No. DOC-OIG-2026-000855

This letter is regarding your Freedom of Information Act (FOIA) request, tracking number DOC-OIG-2026-000855, dated March 1, 2026, and received by the Department of Commerce, Office of Inspector General (OIG) on March 2, 2026, in which you seek copies of the following:

“A copy of the final report, report of investigation or other conclusory document or record from each of these closed IG investigations: 1) The public Corruption matter closed on 18 August 2025; 2) Case 23-0329-I, 3) Case 23-0635-I; 4) Case 24-0056-I; 5) Case 24-0470-I, 6) Case 24-0595-I; 7) Case 24-0979-I; and 8) Case 25-0064-I.”

A search of records maintained by the OIG has located forty-two (42) pages that are responsive to your request. In processing your request, we considered the foreseeable harm standard when reviewing the records and applying FOIA exemptions. It was determined that the pages may be released to you as follows:

- Two (2) pages may be released to you in full;
- Twenty -six (26) pages must be withheld in part under FOIA exemption (b)(6), 5 U.S.C. § 552(b)(6), which protects information in personnel, medical, or similar files, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, and FOIA exemption (b)(7)(C), 5 U.S.C. § 552(b)(7)(C), which protects law enforcement information, the disclosure of which could reasonably be expected to constitute an unwarranted invasion of personal privacy;
- Three (3) pages must be withheld in part under FOIA exemption (b)(4), 5 U.S.C. § 552(b)(4), which protects trade secrets and commercial or financial information obtained from a person that is privileged or confidential, as well as (b)(6) and (b)(7)(C);
- Eleven (11) pages must be withheld in part under FOIA exemption (b)(5), 5 U.S.C. § 552(b)(5), which protects inter-agency and intra-agency records that would not be available by law to a party other than an agency in litigation with the agency, including documents that are subject to the deliberative process privilege, as well as (b)(6) and (b)(7)(C).

The final reports associated with cases [24-0470-I](#) and [24-0595-I](#) are publicly available through the OIG's electronic FOIA reading room.

For your information, Congress excluded three discrete categories of law enforcement and national security records from the requirements of FOIA. See 5 U.S.C. § 552(c) (2012 & Supp. V 2017). This response is limited to those records that are subject to the requirements of FOIA. This is a standard notification to all OIG requesters and should not be taken as an indication that excluded records do, or do not, exist.

You have the right to appeal this determination. Any appeal must be received within ninety (90) calendar days of the date of this response letter. An appeal may be sent by e-mail to FOIA@oig.doc.gov. Processing of paper copies of FOIA requests or appeals sent via mail or other carrier will be subject to delays.

An appeal may also be sent by mail to the following office:

Counsel to the Inspector General
U.S. Department of Commerce
Office of Inspector General, Office of Counsel
14th and Constitution Avenue, N.W.
Room 20047
Washington, D.C. 20230

The appeal should include a copy of the original request and this letter. In addition, the appeal should include a statement of the reasons why you believe that the determination was in error. The appeal letter, the envelope, and the e-mail subject line should be clearly marked "Freedom of Information Act Appeal." The e-mail and Office of Counsel mailbox are monitored only on working days during normal business hours (8:30 a.m. to 5:00 p.m., Eastern Time, Monday through Friday). FOIA appeals posted to the e-mail box or the Office of Counsel mailbox after normal business hours will be deemed received on the next normal business day. If the 90th calendar day falls on a Saturday, Sunday, or legal public holiday, an appeal received by 5:00 p.m., Eastern Time, the next business day will be deemed timely. An appeal received after the 90-day limit will not be considered.


If you have any questions or concerns or would like to discuss any aspect of your request, you may contact the analyst who processed your request, Laura Main, by telephone at (202) 794-8066 or by email at foia@oig.doc.gov. You may also contact me, the OIG FOIA Public Liaison, at:

Jennifer Piel
U.S. Department of Commerce
Office of Inspector General, Office of Counsel
14th and Constitution Avenue, N.W.
Room 20047
Washington, D.C. 20230
Telephone at (202) 794-8066; email at foia@oig.doc.gov

In addition, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows:

Office of Government Information Services
National Archives and Records Administration
8601 Adelphi Road-OGIS
College Park, Maryland 20740-6001
E-mail at ogis@nara.gov
Telephone at (202) 741-5770; toll-free at 1 (877) 684-6448; facsimile at (202) 741-5769

Sincerely,
**JENNIFER
PIEL**
Jennifer Piel
FOIA Officer

 Digitally signed by
JENNIFER PIEL
Date: 2026.03.30
16:12:22 -05'00'

Enclosures

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**OFFICE OF INSPECTOR GENERAL
OFFICE OF INVESTIGATIONS
REPORT OF INVESTIGATION**

Case Title: [REDACTED] (USPTO/HQ)

Case Number: 25-0064

Subject(s): [REDACTED]

Distribution:	USPTO
Signature of Case Agent:	Signature of Approving Official:

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This document remains the property of the Office of Inspector General and is provided to you for official use in accordance with your duties. This document may contain law enforcement sensitive information as well as be protected by the Privacy Act, 5 U.S.C. § 552a. Per DAO 207-10, do not disclose or disseminate this document or the information contained herein, or otherwise incorporate it into any other records system, without prior written permission from the Office of Inspector General. Public release will be determined by the Office of Inspector General under the terms of the Freedom of Information Act, 5 U.S.C. § 552, and the Privacy Act, 5 U.S.C. § 552a. Requests for copies of this report must be referred to the Office of Inspector General in accordance with DAO 207-10.

**Controlled by: U.S. Department of Commerce, Office of Inspector General
1401 Constitution Avenue NW, Washington, DC 20230**

OFFICE OF INSPECTOR GENERAL
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What OIG Investigated

OIG investigated an allegation that a U.S. Patent and Trademark Office (USPTO) Patent Examiner(s) was seeking help performing their work by placing job postings on the freelance website www.upwork.com and paying others to perform their work.

What OIG Found

OIG found the USPTO examiner misused their official government position by placing multiple job postings on www.upwork.com seeking to pay people to perform their official work duties.

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Basis for Investigation

On October 16, 2024, Office of the Inspector General (OIG), U.S. Department of Commerce, received a complaint from the Employee Relations Division at USPTO. The complaint, filed on behalf of a confidential complainant, alleged one or possibly two USPTO employees were posting advertisements on the website www.upwork.com (Upwork) in order to outsource/subcontract their patent application work. Upwork is a platform for posting and finding freelance work.

The complaint included a screen capture of an Upwork posting looking for someone to perform patent application work for Technical Center 2100. USPTO identified a potential subject by comparing the listed location of the posting (██████████) to Technical Center 2100 patent examiners who were domiciled in that jurisdiction.

Applicable Statutes and Regulations

- 35 U.S.C. § 122, Confidential Status of Applications; Publication of Patent Applications
- 5 CFR § 2635.703, Use of Nonpublic Information

Background Information

OIG confirmed that ██████████ (██████████) was a GS ██████████ Patent Examiner based in ██████████. ██████████ onboarded with USPTO in ██████████ and was terminated on ██████████, for poor performance ██████████ time period.

INVESTIGATIVE FINDINGS

Allegation: ██████████ misused ██████████ position by sharing nonpublic patent information with a non-government employee and paid the person to perform ██████████ official duties.

5 CFR § 2635.703 states that an employee may not engage in financial transactions using nonpublic information, nor allow the improper use of nonpublic information to further their own private interests or those of another, whether through advice or recommendation, or by knowing unauthorized disclosure. 35 U.S.C. § 122 states in part "...applications for patents shall be kept in confidence by the Patent and Trademark Office and no information concerning the same given without authority of the applicant or owner unless necessary to carry out the provisions of an Act of Congress or in such special circumstances as may be determined by the Director."

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OIG issued an Inspector General Subpoena and received a production from Upwork Inc. The production revealed that [REDACTED] was the Upwork account owner that made the patent related posting discovered by the USPTO. [REDACTED] made a total of four postings seeking help with official government duties: [REDACTED] and [REDACTED]. In one posting [REDACTED] stated "...This is not a single patent application gig ...This is a long term relationship for weekly jobs/patent applications as I do not have the time to meet deadlines and need to outsource them." [REDACTED] fulfilled one of [REDACTED] four postings, the other three were cancelled. A likely foreign national based in [REDACTED], responded to [REDACTED] [REDACTED], posting. [REDACTED] paid the responder \$40 for thirty minutes of work for "patent examining, invalidation, prior art search."

OIG attempted to contact [REDACTED] by electronic mail, phone, and certified mail. [REDACTED] was nonresponsive.

Finding

[REDACTED] attempted to disclose confidential patent application information on four occasions and was successful one time. [REDACTED] disclosed nonpublic patent information in violation of 5 CFR § 2635.703 and 35 U.S.C. § 122.

Disposition

The findings of this investigation were presented to the U.S. Attorney's Office, Eastern District of Virginia, who declined to bring criminal charges in this case.

[REDACTED] was terminated from employment with USPTO on [REDACTED] for poor performance [REDACTED] time period. This case is being referred to the USPTO for actions deemed appropriate with no response required at this time.

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REPORT OF INVESTIGATION

Case Title: [REDACTED] (EDA)

Case Number: 22-0135

Subject: [REDACTED]
[REDACTED], Office of Assistant Secretary for Economic Development, Economic Development Administration (EDA)

Applicable Statutes or Policies:

5 C.F.R. §2635.702 (*Use of public office for private gain*)

Department Administrative Orders (DAOs) 207-10 §§6.03(c)

Federal Acquisition Regulation (FAR) 3.101 and 3.104-3(a)

Commerce Acquisition Manual (1307.1) (1.8, "Protection of Procurement Sensitive Information")

U.S. Department of Commerce, Economic Development Administration, Summary of Ethics Rules (2022)

This report provides factual findings and makes no legal conclusions, determinations, or recommendations.

Distribution: Office of Inspector General, Department of Commerce; Economic Development Administration

[REDACTED]

[REDACTED]

Signature of Case Agent

Signature of Approving Official

This document remains the property of the Office of Inspector General and is provided to you for official use in accordance with your duties. This document may contain law enforcement sensitive information as well as be protected by the Privacy Act, 5 U.S.C. § 552a. Per DAO 207-10, do not disclose or disseminate this document or the information contained herein, or otherwise incorporate it into any other records system, without prior written permission from the Office of Inspector General. Public release will be determined by the Office of Inspector General under the terms of the Freedom of Information Act, 5 U.S.C. § 552, and the Privacy Act, 5 U.S.C. § 552a. Requests for copies of this report must be referred to the Office of Inspector General in accordance with DAO 207-10.

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BASIS FOR INVESTIGATION

On January 18, 2022, the U.S. Department of Commerce Office of Inspector General's (OIG's) Office of Investigations (OI) received a confidential complaint detailing what appeared to be contracting improprieties by [REDACTED] (Subject), [REDACTED], EDA. The complaint alleged that Subject misused [REDACTED] position by helping [REDACTED] classmates' company obtain contracts with the Department (Exhibit I).

SUMMARY OF INVESTIGATION

As summarized in the sections below, OI reviewed contract files, educational records, ethics documents, and official government emails. OI also issued and reviewed the results of an IG subpoena issued to Rios Partners, LLC, for relevant records and communications and interviewed numerous current and former Department employees and Rios executives.

BACKGROUND

Contracts Awarded to Rios

According to Rios executives, Rios was originally a federal subcontractor focused on supply chain work for the Boston Consulting Group, where Rios's founders had worked previously. Rios obtained Small Business Administration 8(a) status in late 2018 or early 2019.

Between 2020 and 2023, the Department awarded 11 contracts to Rios. The first contract was for EDA's Build to Scale (B2S) Program and was competitively bid by EDA's Office of Innovation and Entrepreneurship (OIE). The purpose of the contract was to assist with grant proposal reviews for B2S, which awards and manages grants aimed at supporting innovators, entrepreneurs, and startups.

For certain open contract competitions at EDA, a technical evaluation team (TET) evaluates proposals and selects a contractor based on the contractor's understanding of the contract's performance requirements and the qualifications of personnel that would be assigned to support the requirement. To evaluate contractors' proposals during the B2S bidding process, [REDACTED]

(b) (5)

[REDACTED] who served as [REDACTED], and [REDACTED]

In May 2020, the TET (b) (5) [REDACTED]

[REDACTED] The TET selected Rios, which received the award June 2, 2020. The 10 subsequent Department contracts awarded to Rios were direct 8(a) sole-source awards based on Rios's prior and ongoing experience.

The total value of Rios's 11 contracts with the Department is more than \$6 million. The total value of Rios's contracts with federal agencies from 2019 to 2023 exceeds \$82 million.

CUIOFFICE OF INSPECTOR GENERAL
OFFICE OF INVESTIGATIONS**DETAILS OF INVESTIGATION****Complainant Interview***Confidential Complainant, Confidential Position, EDA, Washington, DC*

OI interviewed Complainant on February 10, 2022 (Exhibit 8). OI explained the interview was voluntary.

During the interview, Complainant said Subject attended [REDACTED] with [REDACTED] and [REDACTED]. Complainant voiced concern to OI that Subject may have misused [REDACTED] position by helping Rios obtain Commerce contracts.

Complainant explained that concerns arose when Rios, a company with experience in supply chain management, was brought on to EDA under a sole-source contract to review merit grant applications. Complainant said, (b) (5) [REDACTED]

[REDACTED] Complainant said the relationship between Subject and Rios appeared to be mutually beneficial: Rios may have received more contracts, and Subject may have received salary increases and bonus payments. Complainant said Subject may have assisted Rios by explaining the grant review process and shared pre-award data.

Document Reviews

Table I, below, lists the contracts the Department awarded to Rios between 2020 and 2022.

Table I. Contracts Between Rios and the Department of Commerce

Date Awarded	Contract Number	Contract Amount	Bureau
Jun. 2, 2020	I33IL520FI3250410	\$68,776	EDA
Nov. 19, 2020	I33IL521FI3250032	\$135,505	EDA
Jun. 1, 2021	I33IL521FI3250306	\$169,858	EDA
Sept. 15, 2021	I33IL521PI3OS0138	\$292,857	EDA
Nov. 8, 2021	I33IL522FI3250016	\$113,318	EDA
Nov. 15, 2021	I33IL522PI3350004	\$50,000	NTIA
Dec. 15, 2021	I33IL522PI3350014	\$3,969,301	OS
Jul. 16, 2022	I33IL521PI3OS0102	\$49,904	OS
Oct. 26, 2022	I333ND23FNB45006	\$433,091	NIST

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Date Awarded	Contract Number	Contract Amount	Bureau
Jun. 8, 2022	I331L522CI3250019	\$219,795	OS
Feb. 7, 2022	I331L522CI3250007	\$518,037	EDA
Total		\$6,020,442	

Source: OIG analysis of Department of Commerce contract files and USA Spending.

Memorandum for Source Selection Authority

OI reviewed technical evaluation proposals for (b) (5) [redacted]. OI also reviewed the TET's (b) (5) [redacted]. According to the memo, the TET (b) (5) [redacted]. In May 2020, Subject, [redacted] and [redacted] served on the TET and evaluated the proposals. [redacted]. The TET members rated Rios's understanding of the B2S program as "overall excellent."

Records

OI reviewed [redacted] records, including academic information and activities, such as sports and club memberships, for Subject and Rios [redacted] (Exhibit 4). The records showed they [redacted]. They took many of the same academic and [redacted] classes (see table 2), and both [redacted].

Table 2. Classes Subject and [redacted] Attended at the Same Time

Term	Course Name	Subject	[redacted]
[redacted]	[redacted]	✓	✓
1st Term	[redacted]	✓	✓
	[redacted]	✓	✓
	[redacted]	✓	✓
	[redacted]	✓	✓
2nd Term	[redacted]	✓	✓
	[redacted]	✓	✓
	[redacted]	✓	✓
	[redacted]	✓	✓

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Term	Course Name	Subject	[REDACTED]
	[REDACTED]	✓	✓
	[REDACTED]	✓	✓
[REDACTED]	[REDACTED]	✓	✓
1st Term	[REDACTED]	✓	✓
	[REDACTED]	✓	✓
	[REDACTED]	✓	✓
	[REDACTED]	✓	✓
	[REDACTED]	✓	✓
	[REDACTED]	✓	✓
2nd Term	[REDACTED]	✓	✓
	[REDACTED]	✓	✓
	[REDACTED]	✓	✓
	[REDACTED]	✓	✓
	[REDACTED]	✓	✓
	[REDACTED]	✓	✓
[REDACTED]	[REDACTED]	✓	✓
1st Term	[REDACTED]	✓	✓
	[REDACTED]	✓	✓
	[REDACTED]	✓	✓
	[REDACTED]	✓	✓
2nd Term	[REDACTED]	✓	✓
	[REDACTED]	✓	✓
	[REDACTED]	✓	✓
	[REDACTED]	✓	✓
	[REDACTED]	✓	✓
Term [REDACTED]	[REDACTED]	✓	✓
1st Term	[REDACTED]	✓	✓
	[REDACTED]	✓	✓
	[REDACTED]	✓	✓
	[REDACTED]	✓	✓

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Term	Course Name	Subject	
2nd Term	[REDACTED]	✓	✓
	[REDACTED]	✓	✓
	[REDACTED]	✓	✓
	[REDACTED]	✓	✓
	[REDACTED]	✓	✓
	[REDACTED]	✓	✓

Source: [REDACTED] academic records.

Ethics Documents

OI reviewed records of Subject’s annual ethics training from 2019 to 2022. The records showed that Subject attended annual training and the training covered use of government position, impartiality, conflicts of interest, and outside activities and seeking employment (Exhibit 5).

OI also reviewed documentation of ethics advice Subject received from the Department Ethics Law and Program Office (ELPO) between 2017 and 2022. [REDACTED] requests covered such subjects as [REDACTED] hypothetical involvement in an outside business selling T-shirts and work-related gifts from a nonprofit (Exhibit 5). OI found no documentation that Subject requested advice from ELPO on [REDACTED] involvement in the Rios contracts or [REDACTED] relationship with the Rios executives.

Email Reviews

OI reviewed Subject’s EDA email records from May 13 through September 24, 2020, reflecting the period surrounding the initial B2S award to Rios. Emails with pertinent information are summarized below.

May 13, 2020, email chain in which [REDACTED] offers an alternative company for contract award consideration, which is declined by Subject

On May 13, 2020, [REDACTED] emailed EDA [REDACTED] [REDACTED] and Subject a list of three companies: Rios, Optimal Solutions Group, and Econometrica. In response, [REDACTED] wrote of Econometrica (b) (5)

Subject replied to [REDACTED] (b) (5)

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May 20, 2020, email in which Subject provides proposal evaluation information to [REDACTED]

Subject emailed [REDACTED] two files, writing, (b) (5)

May 27 to 29, 2020, emails in which [REDACTED] provides TET-related instructions to Subject and [REDACTED]

On May 27, 2020, [REDACTED] emailed the proposals for Fourth Economy, Optimal, and Rios to Subject and [REDACTED] explaining they needed three people to serve on the TET.

On May 28, 2020, [REDACTED] emailed Subject and [REDACTED] the results of the TET.

On May 29, 2020, [REDACTED] emailed Subject and [REDACTED] asking for additional detail to clarify the TET's ratings and comments: (b) (5)

The same day, [REDACTED] emailed Subject and [REDACTED] the TET's updated ratings and comments.

September 24, 2020, email between [REDACTED] and Subject and another EDA official regarding a sole source award to Rios

On September 24, 2020, [REDACTED] emailed Subject and [REDACTED], about a subsequent Rios contract proposal that was under review at the time. [REDACTED] wrote, (b) (5), (b) (6), (b) (7)(C)

Inspector General Subpoena of Rios Communications

On April 21, 2023, OI served a subpoena on Rios covering all communications between current and former Rios employees and Subject for Rios's B2S solicitation (Exhibit 7). On May 23, 2023, counsel representing Rios emailed a letter to OI and provided the responsive documents, which included 140 PDFs, 16 Excel files, and a PowerPoint presentation.

The PDF files included several screenshots of text messages that were exchanged between Subject and the two Rios executives in April 2021 (Exhibit 7). No files indicated communication between Subject and Rios prior to or during the initial B2S proposal submission. Although Rios's counsel wrote in [REDACTED] letter that Subject did not provide source selection information in these texts that would have given Rios a competitive advantage, [REDACTED] also noted that Rios recognized

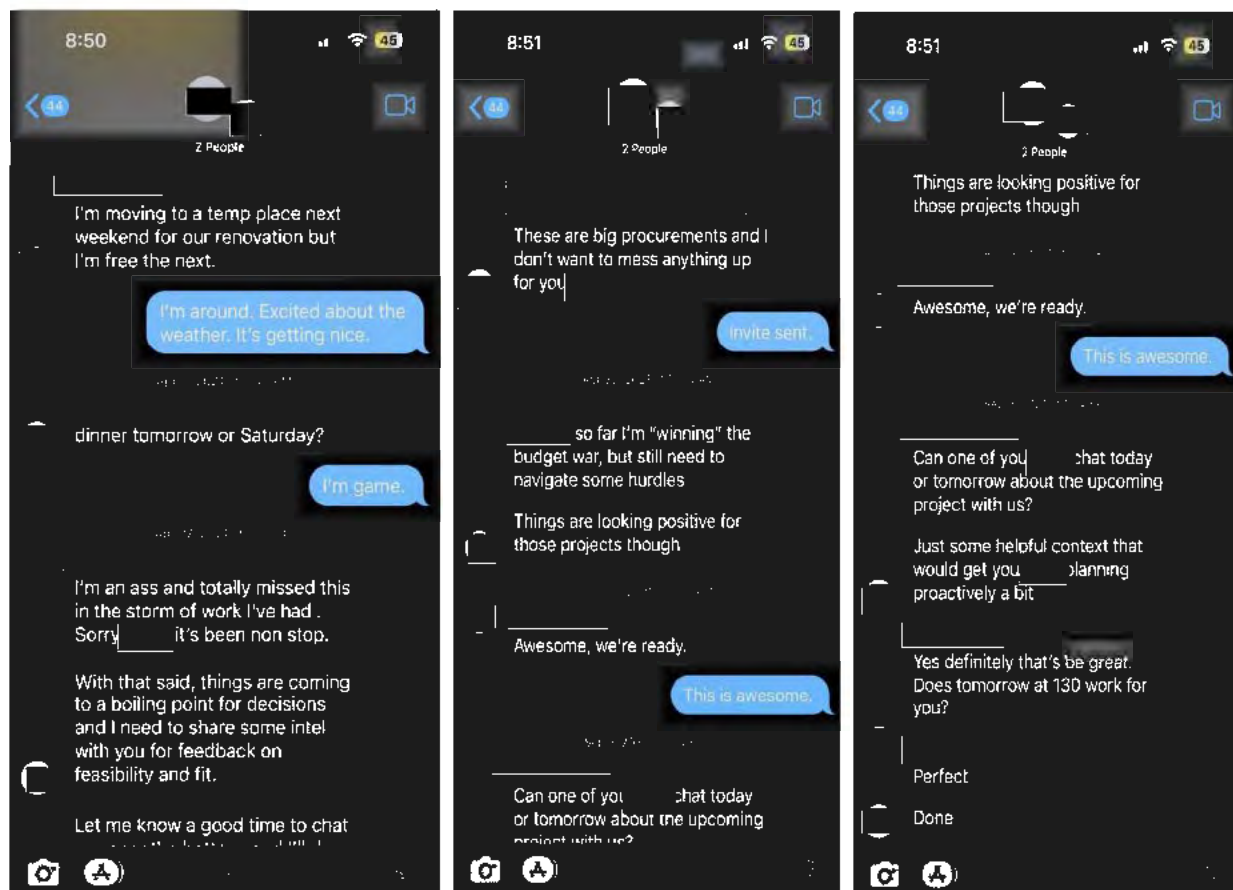
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exchanging text messages with Commerce employees (b) (5)

Figure I shows three screenshots of the April 2021 texts.

Figure I. Screenshots of Texts Between Subject and Rios Executives



Source: Rios records responding to IG subpoena.

Witness and Subject Interviews

Enterprise Services—Acquisition, Washington, DC

On April 20, 2022, OI interviewed _____ who acknowledged the Department awarded multiple sole-source contracts to Rios (Exhibit 9). As a smaller bureau, EDA uses Enterprise Services—Acquisition, a bureau in the Office of the Secretary, to assist with procurement awards. _____ explained it is not uncommon for agencies to use sole-source contracts with strategic sourcing initiatives that require faster assistance. _____ said _____ had heard someone at EDA was college roommates with a Rios executive, but _____ did not know specifics.

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[REDACTED], EDA, Washington, DC

OI interviewed [REDACTED] on August 10, 2022 (Exhibit 10). [REDACTED] said [REDACTED] is responsible for overseeing EDA contracts from start to finish, creating purchase documents, administering contracts and invoice payments, and ensuring compliance with the FAR. [REDACTED] confirmed EDA awarded 6 of the 11 Rios contracts with the Department, with 5 of the 6 EDA contracts being direct sole-source awards.

[REDACTED] explained that EDA selected Rios during a full and open competition for its first contract, B2S. [REDACTED] reviewed the contract files and said Rios was one of three bidders and received an “overall excellent” score from the TET review (Exhibit 3).

[REDACTED] said that [REDACTED] learned after reviewing Rios’s proposal that Subject and [REDACTED] had attended [REDACTED] and [REDACTED]. [REDACTED] said [REDACTED] felt Subject and [REDACTED] showed favoritism by sole-sourcing the subsequent EDA contracts to Rios; [REDACTED] stated, (b) (5)

On April 20, 2023, [REDACTED] completed an affidavit stating the following: (b) (5)

[REDACTED], EDA, Washington, DC

OI interviewed [REDACTED] on March 23, 2023, and again on March 24, 2023. [REDACTED] also completed an affidavit on May 4, 2023 (Exhibit 11).

[REDACTED] said [REDACTED]. In that role, [REDACTED] was hired to [REDACTED] because [REDACTED] had grants experience; Subject [REDACTED].

[REDACTED] recalled that during the application process (b) (5) [REDACTED] did not recall if EDA posted a request for proposals from contractors, (b) (5)

[REDACTED] confirmed [REDACTED] due to [REDACTED] active role in B2S but said [REDACTED] did not act as [REDACTED] in the bid evaluation and contractor selection process. [REDACTED] recalled reading the [REDACTED] proposals from Optimal Solutions, Fourth Economy, and Rios; however, [REDACTED] did not remember if the proposals were reviewed individually or not. OI showed [REDACTED] the signed TET (Exhibit 3). [REDACTED] wrote in [REDACTED] affidavit that [REDACTED] did contribute to the TET evaluation, but said Subject utilized [REDACTED] experience over [REDACTED] and [REDACTED] to drive all processes in the office. Further, Subject edited all written work to ensure it “sounded correctly” in terms of “government-speak,”

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and captured [redacted] viewpoint. Finally, [redacted] wrote that Subject was heavily involved in the process of selecting Rios.

In [redacted] affidavit, [redacted] wrote that Subject disclosed [redacted] preexisting relationship with [redacted] to [redacted] and [redacted] referencing [redacted] as a contact from the Rios proposal. [redacted] recalled [redacted] being uncomfortable with the ultimate selection of Rios for the initial B2S award, given Subject's prior relationship with [redacted]

[redacted], EDA, Washington, DC

OI interviewed [redacted] on March 27, 2023, and again on May 4, 2023, with an audio recording (Exhibit 12). [redacted] said [redacted]

[redacted] said [redacted] did not recall (b) (5) [redacted] OI showed [redacted] (the proposals the TET (b) (5) [redacted]

[redacted] did not remember having a formal conversation in which Rios was selected or evaluating any technical proposals, explaining [redacted] did not fully understand the process. [redacted] (b) (5) [redacted]

[redacted] said, however, that [redacted] knew Subject and [redacted] were [redacted] [redacted] classmates. [redacted] said [redacted] had also attended [redacted] [redacted] and that [redacted] classmates are typically "tight knit" and get to know each other well. For that reason, [redacted] described "feeling uncomfortable" when Subject hired [redacted] classmate's consulting firm for B2S (Exhibit 12). Although [redacted] never confronted Subject directly, [redacted] did share [redacted] concerns with [redacted] at the time.

[redacted] said [redacted] would not be surprised if Subject unintentionally shared pre-award data with [redacted] [redacted] described Subject as "vocal" and said [redacted] "gets animated about the work." It was common for [redacted] to get on the phone and share information with the hope of "getting the job done quickly."

[redacted], EDA, Washington, DC

OI interviewed [redacted] on March 9, 2023. [redacted] said [redacted] [redacted] explained that [redacted] office reviewed grants and contracts of more than \$250,000 and the Office of General Counsel

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(OGC) reviewed sole-source contracts. [REDACTED] supposed OGC would have reviewed the award and contract file for Rios.

[REDACTED] recalled EDA contracted with Rios to conduct ranked-order grant scoring for OIE's B2S initiative. [REDACTED] did not know whether Subject participated in the selection process. [REDACTED] assumed Subject would have worked with [REDACTED] the [REDACTED] if [REDACTED] had been involved. [REDACTED] said [REDACTED] was unaware of Subject's personal relationship with the Rios executives and did not notice any indications of Subject engaging in unethical behavior.

[REDACTED] later said it was (b) (5) [REDACTED] [REDACTED] clarified, however, that scoring the grant itself is not necessarily and exclusively a governmental decision (Exhibit 13).

[REDACTED] [REDACTED], EDA, Washington, DC

OI interviewed [REDACTED] on April 12, 2023, and advised [REDACTED] of [REDACTED] rights under the Garrity warning. Despite [REDACTED] role in EDA leadership, [REDACTED] said [REDACTED] had never heard of Rios and did not know that Rios currently serves as a contractor to EDA (Exhibit 14).

[REDACTED] [REDACTED] EDA, Washington, DC

OI interviewed [REDACTED] on April 13, 2023, and advised [REDACTED] of [REDACTED] rights under the Garrity warning. [REDACTED] said that EDA does not regularly award contracts and that [REDACTED] serves as the subject matter expert. [REDACTED] confirmed that (b) (5) [REDACTED] [REDACTED] confirmed that Subject, who [REDACTED], may have been involved with contracts while there.

[REDACTED] said [REDACTED] was unaware of any relationships, friendships, or affiliations between Subject and the Rios executives. [REDACTED] said [REDACTED] was unaware of any contracting concerns involving Subject and "would be surprised" if there were, as "everything is run through contracting officials."

[REDACTED] [REDACTED] [REDACTED], EDA, Washington, DC

OI interviewed [REDACTED] on April 13, 2023, and advised [REDACTED] of [REDACTED] rights under the Garrity warning. [REDACTED] [REDACTED], frequently collaborating with [REDACTED] to discuss sole-source and competitive awards. [REDACTED] confirmed that EDA used sole-source contractors if there were a few capable vendors, and EDA was supposed to follow normal contracting procedures.

[REDACTED] recalled having a "heated discussion" with Subject, who [REDACTED] and another EDA employee, [REDACTED], when Subject and [REDACTED] wanted to sole-source a vendor for a contract. [REDACTED] said the (b) (5) [REDACTED] [REDACTED] could not remember the name of this vendor; however, [REDACTED] did recall the contract pertained to EDA's Regional Innovation Strategies Program.

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█████ said █████ would tell EDA staff about the need to identify prior relationships with any vendors. █████ was unaware of any EDA leadership influencing the procurement process or showing preferential treatment for a vendor. █████ vaguely recalled the name Rios, saying it may have come up in conversation with Subject and █████ in 2017 or 2018.

█████ █████ *Enterprise Services, Washington, DC*

OI met with █████ with █████ also present, on April 25, 2023. █████ serves as the █████ the contracting agency for EDA.

█████ reviewed the files on record for Rios and confirmed there were no conflict-of-interest forms for B2S. █████ also reviewed the remaining Rios contracts with EDA and confirmed they were all direct 8(a) awards, which do not require source selections nor conflict-of-interest forms. █████ said that as sole-source contracts of less than \$250,000, they do not merit legal review from OGC (Exhibit 17).

█████ █████ *Rios Partners, LLC, Arlington, VA*

OI interviewed █████ on June 8, 2023, advising █████ that the interview was voluntary. █████ said █████ obtained a █████ and a █████ . █████ said █████ attended and graduated from █████ the same year as Subject and knew █████ as “an acquaintance” whom █████ had also encountered infrequently while █████ (Exhibit 18). █████ confirmed Subject and █████ were also █████ classmates and graduated the same year; █████ said they also “were not close.”

█████ said █████ started working at Rios in █████ and was hired by █████ . █████ said █████ was not substantially involved in obtaining the initial B2S contract from EDA. █████ said █████ believed the contract was identified on SAM.gov and Rios responded to a request for information. █████ said that █████ did not help prepare the contract bid proposal, but that █████ would likely know more.

OI showed █████ the text messages included in Rios’s IG subpoena production. █████ confirmed that █████ and Subject met for dinner in DC around April 2021 to discuss “life in general and Rios’s capabilities.” █████ said Subject paid for █████ own meal. █████ said █████ could not recall specifics about Subject’s references in the texts to “feedback of feasibility and fit,” to “big procurements,” or to “winning the budget war” (Exhibit 7).

█████ said that █████ was not aware of any financial benefit or gifts offered or given to Subject from Rios, and that Subject was not promised future employment at Rios. █████ said Subject has no ownership of or other financial interest in Rios.

█████ █████ *Rios Partners, LLC, Arlington, VA*

OI interviewed █████ on June 13, 2023, advising █████ the interview was voluntary. █████ confirmed █████ attended and graduated █████ in █████, the same year as Subject and █████ . █████ acknowledged █████ prior relationship with Subject as classmates and explained

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that both majored in economics and saw one another every other day. [REDACTED] said the two were not “best friends” since graduating college [REDACTED] years ago and may have had a few encounters in the [REDACTED] or at [REDACTED] related events over the years (Exhibit 19).

[REDACTED] said [REDACTED] initially identified a contracting opportunity at OIE through an online request for proposal to support the B2S program. [REDACTED] said [REDACTED] was very involved in preparing the B2S proposal, along with [REDACTED]

[REDACTED] said [REDACTED] discovered Subject worked at EDA through LinkedIn. At the time of Rios’s first request for proposal (for B2S), Subject served as the [REDACTED]. [REDACTED] said [REDACTED] had some engagements with Subject leading up to various subsequent EDA sole-source contract awards to Rios. [REDACTED] characterized the engagements as efforts to explain Rios’s capabilities to EDA before EDA released public requests for proposals. [REDACTED] said the Small Business Administration encouraged 8(a) firms to advertise their businesses and capabilities in hopes of obtaining direct, sole-source contracts. [REDACTED] said this was the extent of [REDACTED] interactions with Subject and denied receiving any sensitive procurement information.

OI showed [REDACTED] the text messages included in Rios’s IG subpoena production. [REDACTED] confirmed that [REDACTED] and Subject met for dinner in DC around April 2021, but [REDACTED] said [REDACTED] could not recall what they discussed. [REDACTED] supposed the three conversed about their personal lives; past [REDACTED]; and, likely, EDA’s business needs and Rios’s capabilities. [REDACTED] explained [REDACTED] participated in these “pre-award text conversations” with Subject to present Rios’s capabilities to promote a sole-source direct 8(a) award to Rios. [REDACTED] recalled that [REDACTED] had identified new congressional funding that had been awarded to EDA and sought to proactively engage with Subject to promote Rios’s capabilities (Exhibit 19).

[REDACTED] said [REDACTED] was not aware of Subject receiving any financial benefit or gifts from Rios and that Subject was not promised future employment at Rios. [REDACTED] said that Subject has no ownership or other financial interest in Rios and that [REDACTED] did not know whether Subject had disclosed to anyone at EDA [REDACTED] prior relationship or outside-of-work engagements with Rios executives.

[REDACTED] (*Subject*), [REDACTED] *EDA, Washington, DC*

OI interviewed Subject on September 12, 2023, providing [REDACTED] a Kalkines warning (Exhibit 20). Subject said [REDACTED] received an [REDACTED] from [REDACTED] later [REDACTED].

Subject said [REDACTED] has worked at EDA for [REDACTED] as [REDACTED] As [REDACTED], Subject said, [REDACTED] in Washington, DC. Subject [REDACTED] such B2S and a STEM talent program while [REDACTED].

Subject said OIE contracted Rios to help review hundreds of grant applications for B2S, EDA’s flagship innovation program. Subject said initially [REDACTED] did not think [REDACTED] knew any of the Rios executives but later, upon contracting Rios and working together, [REDACTED] learned the executives,

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specifically [REDACTED] were also [REDACTED] graduates. Subject said that to the best of [REDACTED] memory, [REDACTED] and [REDACTED] did not know each other while attending [REDACTED]

OI showed Subject the TET memorandum for B2S, in which the TET recommended Rios (Exhibit 3). Subject initially said [REDACTED] did not recall participating in the TET but later said [REDACTED] “probably did [REDACTED]” Upon reviewing the memorandum, Subject said [REDACTED] supposed [REDACTED] the program lead at the time, drafted it, but [REDACTED] later said the writing “was not done in isolation” and the team would have received guidance from [REDACTED] on all contract-related matters. Subject said [REDACTED] would have [REDACTED]

When asked if [REDACTED] had assisted Rios with its B2S proposal, Subject replied, (b) (5) [REDACTED]

OI also showed Subject the texts included in Rios’s IG subpoena production. [REDACTED] confirmed the texts were between [REDACTED], [REDACTED], and [REDACTED] and occurred on [REDACTED] personal cell phone. Subject also confirmed [REDACTED] met with [REDACTED] and [REDACTED] for dinner in DC, stating that it was not uncommon to share meals with clients when conducting business. [REDACTED] also said [REDACTED] tries to practice “appropriate protocol” and pay [REDACTED] own way. Subject said [REDACTED] assumed that [REDACTED] and the Rios executives discussed the upcoming project during the meal but said [REDACTED] did not recall sharing protected information. [REDACTED] said, “I certainly hope I did not go outside the lines on what I should be saying or not.”

Subject said [REDACTED] learned [REDACTED] and the Rios executives had a lot in common after their work on B2S but acknowledged that “it doesn’t look good.” [REDACTED] said, however, “I tried my best to stay within protocol.” Subject confirmed sharing [REDACTED] personal email address with [REDACTED] and [REDACTED] to discuss upcoming EDA projects, adding that [REDACTED] hoped [REDACTED] “didn’t share anything specific or details on the bidding process” (Exhibit 20a, lines 857–861). Subject said [REDACTED] felt everything was “done by the book” and the relationship evolved and became more collaborative. Subject said [REDACTED] did not think [REDACTED] and the Rios executives were (b) (5) [REDACTED]

Subject said [REDACTED] “could not refute” if the investigation had information that indicated contact between [REDACTED] and the Rios executives before the B2S award (Exhibit 20a, lines 1624–1629). However, Subject asserted that [REDACTED] could not recall inappropriate communications.

Subject also said [REDACTED] has never received anything of value from Rios and had no ownership of the company. Subject said [REDACTED] did not think to recuse [REDACTED] from the procurement process involving Rios and did not think to notify the Ethics Office or the contracting officer about [REDACTED] shared background with the Rios executives at [REDACTED]

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SUMMARY OF INVESTIGATIVE FINDINGS

A summary of evidence associated with each allegation investigated by OI is provided below.

Allegation One: Subject Failed to Recuse [REDACTED] from Participating in the Awarding of Contracts to Rios Partners Despite Having a Preexisting Personal Relationship with Rios Executives

Evidence shows Subject attended [REDACTED] with [REDACTED] and [REDACTED]. Subject, [REDACTED] and [REDACTED] graduated in [REDACTED] and [REDACTED] graduated in [REDACTED]. Subject and [REDACTED] both majored in [REDACTED], took [REDACTED] of the same academic and [REDACTED] courses at [REDACTED] and [REDACTED] together. Both [REDACTED] and [REDACTED] confirmed during their interviews with OI that they attended school with Subject and had since had some interactions with [REDACTED] while [REDACTED] and at [REDACTED] alumni events. This investigation did not obtain academic records for [REDACTED] who was several years removed from Subject while attending [REDACTED] or for [REDACTED] who it was determined had majored in [REDACTED] (as had Subject and [REDACTED]).

During [REDACTED] interview with OI, Subject indicated [REDACTED] did not realize [REDACTED] had a pre-existing relationship with [REDACTED] or anyone else at Rios until after the initial B2S contract was awarded and performance on the contract had begun. However, [REDACTED] sworn statement to OI indicated that Subject disclosed [REDACTED] relationship with [REDACTED] to [REDACTED] during the period of Rios's initial B2S proposal. Further, [REDACTED] informed OI [REDACTED] knew that Subject and [REDACTED] had been [REDACTED] classmates. [REDACTED] described feeling uncomfortable when Rios was hired for B2S due to the direct [REDACTED] connection, sharing these concerns with [REDACTED] at the time.

OI confirmed that Subject did not disclose [REDACTED] prior relationships with Rios executives to [REDACTED] nor seek guidance from the Department's Ethics Law and Programs Office (ELPO) during Rios's initial bid proposal or at any point thereafter. Subject completed Department annual ethics training and had requested ethics advice from ELPO on other matters, demonstrating familiarity with that process. In addition, this investigation found text message communications in which Subject engaged with [REDACTED] numerous times using [REDACTED] personal cell phone, shared [REDACTED] personal email, and attended a private dinner with Rios executives; this investigation found no evidence that Subject had a similar degree of relations with other current and potential contractors. Finally, [REDACTED] stated to OI that if [REDACTED] had known about Subject's prior relationships with Rios executives, [REDACTED] would have informed Subject not to participate on the TET and to recuse [REDACTED] from influencing the contract award in any way. [REDACTED] also said [REDACTED] believed Subject compromised the integrity of the contracting process. Subject, during [REDACTED] interview with OI, stated [REDACTED] did not believe [REDACTED] relationship with Rios executives was close enough to create a conflict of interest.

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Allegation Two: Subject Engaged in Improper Communications with Rios at Various Stages in the Contracting Process

This investigation revealed numerous text message communications between Subject's personal cell phone and Rios executives, including Subject saying such things as (b) (5)

The investigation did not reveal text messages or other personal communications between Subject and Rios executives during the period surrounding the initial B2S award to Rios. However, text messages and interview statements obtained during this investigation found that Subject, [REDACTED] and [REDACTED] met for dinner in Washington, DC, in April 2021, when Rios was seeking a noncompetitive sole source award from EDA. The details of what was discussed during that dinner are not known, and Subject, [REDACTED] and [REDACTED] all denied that any prohibited topics were discussed.

OI did not uncover communications or other evidence in which Subject released source selection or contractor bid or proposal information to Rios executives. Further, Subject, [REDACTED] and [REDACTED] all stated in their interviews with OI that they did not share nor receive any sensitive pre-award information, nor were any special benefits or unfair competitive advantages provided at any point during the contracting process. Rather, they stated that the above referenced communications and meetings were held for all parties to evaluate whether and how Rios could best serve EDA's interests.

Allegation Three: Subject Improperly Used Personal Communication Methods to Conduct Official Government Business, Failing to Adhere to Records Management Policy

This investigation uncovered various instances in which Subject used [REDACTED] personal cell phone to text with Rios executives about various official matters, such as upcoming contract awards, without copying those communications and treating them as federal records at the time of receipt.

Allegation Four: Subject Exhibited Lack of Candor with OI

During [REDACTED] interview with OI, Subject said [REDACTED] did not realize [REDACTED] had a previous relationship with any Rios executives until contracting work began, nor did [REDACTED] recall knowing any of the Rios executives at [REDACTED]. However, this investigation found that Subject and [REDACTED] took [REDACTED] academic and [REDACTED] classes together and [REDACTED] at [REDACTED]. Further, [REDACTED] sworn statement to OI indicated that Subject disclosed [REDACTED] pre-existing relationship with [REDACTED] to [REDACTED] during the proposal period. Finally, [REDACTED] informed OI [REDACTED] was also aware of

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Subject's and [REDACTED] pre-existing relationship with each other, and described feeling uncomfortable when Subject hired [REDACTED] classmate's firm for the initial B2S contract award.

Subject informed OI during [REDACTED] interview that [REDACTED] only had an [REDACTED] in the TET for Rios's initial contract proposal. However, email reviews showed Subject having [REDACTED]

Further, [REDACTED] wrote in [REDACTED] sworn statement to OI that while [REDACTED] served as the TET [REDACTED]

[REDACTED] also said that although [REDACTED] was also officially a member of the TET, [REDACTED] did not fully understand the process and did not remember evaluating the technical proposals; rather, [REDACTED] assumed [REDACTED] completed this work and trusted Subject would do the right thing.

Allegation Five: Subject Received Monetary or Other Benefits of Value in Exchange for Awarding Contracts to Rios

OI did not find evidence indicating Subject received anything of value from Rios. OI also found no evidence that would indicate Subject was offered post-government employment at Rios.

DISPOSITION

On August 31, 2023, OI presented facts of the case to the United States Attorney's Office for the District of Columbia. Due to the administrative nature of the violations, the U.S. Attorney's Office did not accept the case for prosecution (Exhibit 21).

We are referring this matter to EDA for review and consideration of any administrative action deemed appropriate.

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Exhibit	Description	CMS Index
1	Investigative Record Form – Basis for Investigation (Jan. 20, 2022)	2
2	Technical Proposals: Optimal Solutions Group, Fourth Economy and Rios Partners, LLC (May 27, 2020)	15
3	TET for Concept Proposal Review (May 28, 2020)	20
4	██████████ Records (Jul. 25, 2006)	35
5	Investigative Record Form – ELPD Documents (Feb. 8, 2022) with Attachments (Sep. 5, 2023)	10, 39
6	Investigative Record Form – Email Review (Mar. 20, 2023) with Attachments	19
7	Investigative Record Form – Subpoena Production Review (Jun. 5, 2023) with Attachments	32
8	Investigative Record Form – Interview of Complainant (Feb. 14, 2022)	11
9	Investigative Record Form – Interview of ██████████ (Apr. 21, 2022)	14
10	Investigative Record Form – Interview of ██████████ (Aug. 10, 2022) and Affidavit (Sep. 20, 2023)	15, 23
11	Investigative Record Form – Interview of ██████████ (Mar. 24, 2023) and Affidavit (May 11, 2023)	20, 31
12	Investigative Record Form – Interview of ██████████ (May 8, 2023)	21
13	Investigative Record Form – Interview of ██████████ (Mar. 31, 2023)	22
14	Investigative Record Form – Interview of ██████████ (May 2, 2023)	30
15	Investigative Record Form – Interview of ██████████ (Apr. 28, 2023)	28
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20	Investigative Record Form – Interview of ██████████ Subject (Oct. 5, 2023) with Transcription	41
21	Investigative Record Form – Consultation with AUSA DOJ (Sep. 5, 2023)	40

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REPORT OF INVESTIGATION

Case Title: [REDACTED] (USPTO)

Case Number: 23-0329

Subjects: [REDACTED]

Applicable Statutes or Policies:

18 U.S.C. § 1001, "False Statements" and 35 U.S.C. § 33, "Unauthorized Representation as Practitioner"

37 C.F.R. § 1.4, "Nature of Correspondence and Signature Requirements"

37 C.F.R. § 1.33, Correspondence Respecting Patent Applications, Patent Reexamination Proceedings and Other Proceedings

This report provides factual findings and makes no legal conclusions, determinations, or recommendations.

BASIS FOR INVESTIGATION

Office of Investigations (OI), Office of the Inspector General, U.S. Department of Commerce, initiated this investigation based upon information from the Office of General Law, Office of Enrollment and Discipline, U.S. Patent and Trademark Office (USPTO). USPTO alleged that [REDACTED], allowed [REDACTED], a nonregistered practitioner, to use [REDACTED] credentials to process and sign numerous patent applications.

Distribution:	Office of Inspector General, Department of Commerce
Signature of Case Agent:	[REDACTED]

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Controlled by: U.S. Department of Commerce, Office of Inspector General
1401 Constitution Avenue NW, Washington, DC 20230

CUIOFFICE OF INSPECTOR GENERAL
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In response to a request for information from USPTO, [REDACTED] provided information, both directly and through [REDACTED] attorney, in which [REDACTED] claimed [REDACTED] and other Chinese entities (NFI) unlawfully practiced law before USPTO by using [REDACTED] name and credentials to process patent applications. [REDACTED] alleged [REDACTED] duped [REDACTED] into using [REDACTED] credentials, telling [REDACTED] [REDACTED] had passed the bar and was registered with USPTO, which [REDACTED] later found out was untrue. [REDACTED] claimed that [REDACTED] had a “side business” preparing and processing patent applications, with an 80-percent success rate. [REDACTED] recruited [REDACTED] to work for this business and even paid for [REDACTED] patent bar exam and offered to train [REDACTED] in the patent process. [REDACTED] patent application (PA) No. [REDACTED] was also working at [REDACTED] firm as well as [REDACTED] PA No. [REDACTED] offered [REDACTED] \$10,000 per year, plus additional money for the work [REDACTED] did, so [REDACTED] could say [REDACTED] firm had multiple agents. [REDACTED] claimed [REDACTED] declined reimbursement and offered [REDACTED] assistance to gain experience. [REDACTED] told [REDACTED] [REDACTED] was unable to use [REDACTED] name on patent matters because of [REDACTED] employment with another company, [REDACTED], so [REDACTED] asked [REDACTED] if [REDACTED] could file patent applications in [REDACTED] name. [REDACTED] researched USPTO records and found that [REDACTED] was not a registered PA. [REDACTED] promised [REDACTED] would become registered with the Office of Enrollment and Discipline (OED), USPTO, upon quitting [REDACTED].

In January 2019, [REDACTED] was trying to complete a system migration for [REDACTED] Patent Application Information Retrieval (PAIR) account but was having difficulty completing the migration. [REDACTED] offered to help and at that point, [REDACTED] gave [REDACTED] [REDACTED] username and password. Soon after, [REDACTED] had a rift with [REDACTED] business partners and asked [REDACTED] if [REDACTED] could use [REDACTED] name to file patent documents. [REDACTED] agreed, indicating that [REDACTED] was not aware of the rules and/or implications and believed that [REDACTED] was helping friends and clients. [REDACTED] also claimed [REDACTED] did not know what [REDACTED] was doing and wanted to gain experience in patent application matters. [REDACTED] indicated that [REDACTED] had to ask [REDACTED] several times for [REDACTED] own password because the system forced [REDACTED] to change it, and [REDACTED] would do so without [REDACTED] knowledge. [REDACTED] also had access to [REDACTED] “company” email [REDACTED]. At [REDACTED] suggestion, in January 2020, [REDACTED] changed [REDACTED] home address and phone number to that of [REDACTED] P.O. box and phone number.

In August 2019, [REDACTED] gave [REDACTED] 10,000 yuan (\$1,500), which [REDACTED] claimed was merely a wedding gift. [REDACTED] sent the money to [REDACTED] [REDACTED] account because [REDACTED] did not have an account in China anymore and [REDACTED] family’s tradition was that [REDACTED] keep wedding gifts. At the end of 2020, [REDACTED] offered another “wedding gift” of \$6,000 and [REDACTED] again accepted. [REDACTED] also loaned [REDACTED] 208,600 yuan, sent to [REDACTED] [REDACTED] account again, which [REDACTED] allegedly paid back in November 2022, adding that [REDACTED] acknowledged receipt of the repayment.

In April 2022, according to [REDACTED] [REDACTED] was going to work for another company, [REDACTED] [REDACTED] LLP and they had [REDACTED] fill out a conflict of interest form. [REDACTED] indicated [REDACTED] panicked when [REDACTED] gave [REDACTED] a list of over 100 applications attributed to [REDACTED] as a PA. In 2020 or 2021, [REDACTED] asked [REDACTED] to stop using [REDACTED] name to process applications, but [REDACTED] declined, telling [REDACTED] it was normal and that [REDACTED] could not stop because they owed it to their clients.

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█ indicated █ asked █ a few more times to cease, and █ said █ would stop after █ found another patent agent.

In early 2022, █ offered █ \$10,000 and persuaded █ to accept the money. In approximately March or April 2022, █ took the Model Professional Responsibility Exam and according to █ it dawned on █ that █ may have assisted █ in unauthorized practice of law. In August 2022, █ performed work again for █ by conducting a patentability search and drafting a provisional application for █ free of charge. █ stated that █ believed █ stopped using █ credentials in approximately May of 2022. █ claimed █ changed █ password in PAIR in October 2022, a few days before OED sent a Request for Information regarding patent matters associated to █ name, which █ claimed █ knew nothing about. At that point, █ admitted to allowing China entities, one of which █ identified as █, to sign █ name on patent documents and file under █ name. █ sent █ a spreadsheet with over 1,000 applications (most of them design), which █ indicated were processed via █ PA account. █ proposed predating ownership of █ to █ also claimed █ and some China entities offered █ approximately \$715,000 to take the blame and lie to OED about the applications. █ also indicated █ that received some vague threats from China entities and █ to go along with the lie.

USPTO completed a review of its records and found that over 3,000 applications were filed under █ credentials and were in various stages of the application process. As a result of its findings and concerns over the misuse of █ credentials, USPTO sent show cause orders (SCOs) for all the applications involved, requesting justification for continuing the application.

In the SCO for patent application █, the applicant provided an apparent declaration from █ to support their response. In the declaration, █ claimed to employ █ and █ as independent contractors. █ and █ had no formal agreement. █ “prepared patent applications and related filings and filed them with the USPTO under █ authority.” █ alleged that █ kept █ apprised of the work that █ completed regularly through phone calls and messaging apps. █ paid █ patent agent registration costs as well as an annual fee for █ work as an independent contractor. █ accepted █ payment. In 2020, █ became busy, so █ deferred to █ to ensure that applications were made in a timely manner.

█ also indicated in the declaration that in 2022, █ provided █ a list of all the large-amount patent applications filed “under █ signature” so that the law firm █ was applying to could do a conflict of interest check and █ allegedly raised no issues or concerns about the filings at that time. █ reiterated that █ never asked █ to stop using █ name until after the inquiry into █ activities and that █ never took any steps to disassociate █ name or █ USPTO account from the customer numbers for █ patent matters. █ admitted that █ had an oral agreement with █ in which █ permitted and expected █ to use █ name and enter █ signature for processing patent applications. █ relationship with █ ceased in late May 2022, and █ filings were then shifted to █ who submitted them and signed them with █ signature.

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OI attempted to identify instances when internet protocol (IP) addresses associated with [REDACTED] or [REDACTED] were used to submit or process applications under [REDACTED] credentials, but OI's attempts were unsuccessful due to data retention limitations. The only IP logs available were from when [REDACTED] changed [REDACTED] password and assumed control of [REDACTED] account following the request for information from USPTO.

USPTO confirmed that there were no overt warnings regarding 18 U.S.C. § 1001, 37 C.F.R. § 1.4, or 37 C.F.R. § 1.33 (b). However, page 6 of the application data sheet (ADS) and Information Discloser Statement referenced 37 C.F.R. § 1.4 (d), which required that the person signing must insert their own signature. The ADS stated, "This ADS must be signed by a patent practitioner if one or more of the applicants is a juristic entity," which was a requirement established by 37 C.F.R. § 1.33 (b).

DISPOSITION

Referral to the U.S. Department of Justice:

Assistant United States Attorneys for the Eastern District of Virginia, District of New Jersey, and the U.S. Department of Justice declined to prosecute due to venue issues relating to the inability to determine the location from which the patent applications were submitted.

Administrative Action:

In October 2024, USPTO issued Final Sanctions Orders terminating 3,114 applications processed via [REDACTED] credentials, and the applicants for all of them failed to request reconsideration by the deadline. USPTO received requests for reconsideration from only two applicants, which were still pending at the time of this report. USPTO also had an additional 268 applicants pending a response to SCOs. [REDACTED]

Case Status:

OI considers this matter closed.

CUI



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U.S. Department of Commerce ★ Office of Inspector General

Report of Investigation



Arise Veteran Foundation (NTIA)

CASE NO. 23-0635-R

August 19, 2025

CUI

Introduction

➤ Basis for Investigation

In June 2023, the Federal Bureau of Investigations (FBI) contacted the U.S. Department of Commerce (DOC) Office of Inspector General (OIG) in regard to a complaint pertaining to a \$1,982,062.38 National Telecommunications and Information Administration (NTIA) grant awarded to the Pawnee Nation College (PNC) for the Tribal Broadband Connectivity Program (TBCP).

The FBI's complainant, [REDACTED] ([REDACTED]) PNC, advised that the grant funded a feasibility assessment for information technology (IT) at the Golconda Job Corps Center (Golconda) in Golconda, Illinois (along with funding for the PNC campus). [REDACTED] alleged that the [REDACTED] PNC [REDACTED] ([REDACTED]) brought on a non-profit company, Arise Veteran Foundation (AVF), which is headed by [REDACTED] ([REDACTED]) used some of the grant funds to hire an information technology (IT) firm, Beehive Technology Solutions (Beehive), to provide services and infrastructure. [REDACTED] believed those costs to be unallowable. [REDACTED] further alleged that Beehive invoiced for work that was not completed and believed that Beehive provided [REDACTED] a 10 percent commission (kickback) for utilizing them.

➤ Applicable Law and Regulation

The following law and regulation are applicable to this investigation:

- 18 U.S. Code § 1343 (Wire Fraud)
- 2 CFR Part 200 (Uniform Guidance)

Investigative Findings

[REDACTED] drafted, executed, and transmitted a backdated Memorandum of Understanding (MOU) in coordination with [REDACTED] /AVF which was used to support payments, using federal grant funds, to [REDACTED] potentially in violation of 18 U.S. Code § 1343. NTIA later deemed these payments allowable, which would preclude a criminal charge.

[REDACTED] transmitted an e-mail which suggested a 10 percent fee to AVF for coordinating with Beehive, which the Complainant viewed as a potential "kickback," but no evidence was uncovered which would substantiate this. Furthermore, NTIA opined that this verbiage could be viewed from multiple angles and could be construed as completely lawful and in compliance with grant terms and conditions.

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NTIA analyzed payments to AVF and Beehive and initially believed that the Beehive cost was allowable while the AVF cost was unallowable in violation of 2 CFR Part 200. After further review of backup documents, a revised budget, and a contract out work revision, NTIA deemed all questionable costs to be allowable and in accordance with federal grant regulations.

Lastly, according to the PNC Board of Trustees (BoT), [REDACTED] did have the authority to apply for the grant and did not require any permission from the Board of Trustees. [REDACTED] also had the authority to enter into MOU's and Professional Services Agreements like those seen with AVF and Beehive.

Details of Investigation:*Grant Review*

In September 2021, [REDACTED] applied for \$1,982,062.38 in TBCP funds on behalf of PNC. The application did refer to a partnership with AVF, which included IT support and a student base. PNC was awarded the funds in or around June 2022.

Interview

[REDACTED] [REDACTED] [REDACTED] PNC

[REDACTED] stated that PNC collaborated with the Nebraska Indian Community College (NICC) to obtain a grant to improve telecommunications capabilities at Golconda. PNC teamed with NICC because NICC was an accredited educational institution. NICC was removed from the grant process and PNC's enrollment numbers were too low for accreditation.

PNC pressed forward and teamed up with [REDACTED] AVF and contracted a third-party IT contractor, Beehive, to assist. [REDACTED] estimated that [REDACTED] was paid (b) (4) [REDACTED]. [REDACTED] stated that all of the money from the grant was for legitimate purposes. There was nothing unusual or inappropriate with the funds.

Interview

[REDACTED] [REDACTED] PNC

[REDACTED] believed that the grant for \$1,982,062.38 was awarded to PNC on or about June 1, 2022. The grant funded two budgets: one for PNC's use and adoption, and another for a feasibility assessment of broadband at the Golconda, IL campus, which NICC sought to acquire from the U.S. Department of Education. NICC, an online tribal college, did not take ownership due to lack of need for an Illinois campus, and the assessment ended around December 2023 and as a result, PNC severed ties with NICC.

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alleged misconduct by and and doubted the legitimacy of AVF. hired as for the non-existent Golconda campus, paying (b) (4) salary without a contract. role was minimal (unlocking a door once), yet demanded the remaining salary and threatened to sue, prompting to report also paid Beehive Technology Solutions LLC (b) (4) for cybersecurity on a non-existent network, despite no work being done. An email from suggested a 10 percent fee to AVF for coordinating with Beehive, which viewed as a potential kickback.

stated that had an unexplained absence (date not recalled). contacted because grant reports were due. During that conversation, relayed some of concerns regarding the grant, which communicated to the PNC BoT. The BoT was unaware of the Golconda activity and the payment to Beehive. tried to convince the BoT that this would be a worthy project, but the BoT stated that needed to go, or . As a result, .

believed that the day before and the day of , was establishing Memorandums of Understanding (MOU's) between PNC and Arise. stated that the BoT has oversight of the PNC The PNC does not have the authority to create a new campus without the BoT involvement. Furthermore, contracts and MOU's would have to be signed off on by the BoT.

Golconda expenditures totaled approximately (b) (4)

Invoice Review

DOC OIG received and reviewed 2 invoices related to the questionable costs. The AVF invoice charged (b) (4)

The invoice charged (b) (4)

The Beehive invoice charged (b) (4) for three months of services described as (b) (4)

Beehive charged (b) (4) per month.

IG Subpoena

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DOC OIG subpoenaed AVF and Beehive and received documents indicating completion of contract deliverables that supported the Golconda grant.

Document Review

DOC OIG received documents from [REDACTED]. One of those documents showed [REDACTED] sending a backdated MOU to [REDACTED]. [REDACTED] sent the e-mail requesting [REDACTED] signature on February 6, 2023, and the date next to [REDACTED] signature was August 1, 2022. Once executed by [REDACTED], [REDACTED] forwarded that document along with [REDACTED] executed copy. The document appointed [REDACTED] as the Golconda Manager responsible for compiling the campus broadband feasibility study and managing the project amongst other taskings.

Interview

[REDACTED], Reagan Smith

Reagan Smith was contracted by PNC to write the grant application, which was primarily handled by [REDACTED] who worked with [REDACTED] and [REDACTED] proposed using the Golconda campus for an educational facility, citing its connection to Pawnee ancestral land. Months after the award, [REDACTED] requested [REDACTED] assistance with certain grant administration tasks like timelines and grant reporting. [REDACTED] then took on a project assistant role on a part-time basis (approximately 10 hours per week). [REDACTED] noted dysfunction and confusion in the project's direction, leading Reagan Smith to step back and return control to PNC's new [REDACTED].

[REDACTED] felt that there was a legitimate use for the Golconda campus. [REDACTED] recalled that AVF was essentially offering PNC a group of students that PNC could offer courses to, which were courses already being taught at the PNC Oklahoma campus. This also benefited AVF by providing them with a place to operate and educational opportunities for veterans.

In or around October 2022, [REDACTED] sought [REDACTED] help with grant administration due to [REDACTED] unfamiliarity with reporting. [REDACTED] drafted reports but stated they were not filed as the project went into non-compliance. [REDACTED] raised [REDACTED] concerns to [REDACTED] within 1-2 months of taking on [REDACTED] administrative role, as [REDACTED] missed meetings and fell ill. [REDACTED] and [REDACTED] discussed issues with NTIA. [REDACTED] believed that [REDACTED] [REDACTED] by the BoT, though [REDACTED] didn't know why.

Teltech conducted the Golconda feasibility assessment, driven by [REDACTED] to evaluate infrastructure needs. [REDACTED] confirmed that there was an MOU between PNC and AVF that outlined [REDACTED] role as an associate project manager, a funded position. [REDACTED] had no knowledge of any services provided by Beehive. [REDACTED] wanted to hire an IT services

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group because PNC did not have an IT Director. [REDACTED] did recall that [REDACTED] [REDACTED] was hired as an [REDACTED] after the grant award and believed it was written into the grant. [REDACTED] believed that PNC struggled to retain [REDACTED] and they were seeking alternate solutions through Beehive. Regarding the Golconda IT manager, even though there was no IT network, [REDACTED] stated that the manager would eventually help build a network and [REDACTED] believed that it was a requirement for the grant. [REDACTED] had no other concerns about the grant.

Interview

[REDACTED] ([REDACTED] & [REDACTED] [REDACTED] [REDACTED]), Tribal Broadband Connectivity and Nation-to-Nation Coordination Division, Office of Internet Connectivity and Growth (OICG), NTIA

[REDACTED] stated it was somewhat unclear exactly what PNC wanted to do with the funds, but as [REDACTED] understood it, PNC planned on purchasing the Golconda campus and constructing infrastructure. Additionally, PNC planned on building file management software and updating digital infrastructure (updating course sign-ups, online courses, records management, etc.) at the PNC campus. [REDACTED] confirmed that some of the key personnel included [REDACTED] [REDACTED] and [REDACTED] [REDACTED] was initially a [REDACTED] but later [REDACTED].

[REDACTED] did not believe that [REDACTED] was entitled to the (b) (4) [REDACTED] salary payment. [REDACTED] believed that not having that MOU in place at the time of payment would be problematic from a grants management perspective. Neither [REDACTED] nor [REDACTED] were aware of this backdated MOU/payment. [REDACTED] believed that [REDACTED] salary payment would be an unallowable cost if there was no MOU in place.

Regarding the (b) (4) [REDACTED] payment to Beehive, pre-payments are allowable under most tribe's procurement/financial policies, which are backed by contracts. [REDACTED] stated that pre-payment for labor would be unusual but conceded that some vendors will not work with tribes without pre-payment (due to historical payment issues).

[REDACTED] briefly reviewed the Professional Services Agreement between Beehive, AVF, & PNC, more specifically Section 5 "Compensation." Based on that review, [REDACTED] stated that the contract is not in agreement with the payment rendered. [REDACTED] stated that had services been rendered, it would be a toss-up as to whether this was allowable. The agreement is not subject to enforcement by DOC, the tribe would have to enforce it. If the funds were spent on allowable costs, it would be ok. [REDACTED] stated that there are situations where the tribe can incur unallowable costs that the tribe would foreseeably have to pay with their own funds.

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██████████ and ██████████ reviewed the e-mail where ██████████ stated, “[...] Bumble Bee can be paid through Arise, which I would adjust their fees by 10 percent, which is our Federal Contract rate.” ██████████ felt that this could be viewed multiple ways. AVF could charge a fee for maintaining the contract, which would be allowable. If AVF just took 10 percent just for participating in the contract, it would not be allowable. There would have to be a service of some kind, like compliance, grant management, recording fees, etc.

Document Review

DOC OIG reviewed backup documents received by ██████████ which showed checks payable to AVF (\$15,158.75) and Beehive (\$46,500). Documents did show Beehive in the re-budget but failed to show AVF, although ██████████ was listed.

NTIA Discussions

██████████ advised that NTIA recommended to have the PNC submit a contract out work revision request to document the addition of AVF. Once that was completed ██████████ advised, “Pawnee Nation College has indicated that they have no additional contractors named on the grant until they have a vendor for the final network connection to the college. This closes the case from the programmatic perspective. All payments were made to vendors/contractors that were named in the application. During the desk review, we will do an exhaustive review of the final payments to determine if any costs are not allowable.”

Interview

██████████ (██████████) *BoT, PNC*

██████████ did not become aware of the grant application until after ██████████ had applied for the funds. ██████████ stated there came a time when the BoT were really confused about the Golconda campus. The BoT did not feel as though this project was within their mission, they were unsure why they were establishing a presence in another state and were concerned that it would serving a community other than their own. The BoT also questioned why ██████████ was influencing the project so much. At some point, the Trustees put an end to the project and told ██████████ that it was over. The trustees were worried that this project could cause more problems than solutions.

██████████ stated that ██████████ did have the authority to apply for the grant and did not require any permission from the BoT. Furthermore, ██████████ also had the authority to enter into MOU and Professional Services Agreements like those seen with AVF and Beehive.

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➤ Case Disposition

On August 8, 2024, we presented the facts of the case to Assistant United States Attorney (AUSA) [REDACTED] with the United States Attorney's Office for the Northern District of Oklahoma, who requested to be updated with case developments. AUSA [REDACTED] was periodically looped in and upon receipt of all the facts issued a formal declination to prosecute on August 18, 2025.

This is a final report. This matter will be closed upon approval of this report and will not be referred to any agency.

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OFFICE OF INSPECTOR GENERAL
OFFICE OF INVESTIGATIONS

REPORT OF INVESTIGATION

Case Title: [REDACTED] (NOAA/NESDIS)

Case Number: 24-0056

Subject:

[REDACTED]

Applicable Statutes or Policies:

- 5 C.F.R. § 2635.401 - Conflicting Financial Interests
- 5 C.F.R. § 2635.502 - Personal and business relationships
- 5 C.F.R. § 2635.702 - Use of public office for private gain
- 18 USC 208 – Acts affecting a personal financial interest

The Office of Inspector General (OIG) determined the above-listed statutes as the most applicable to this investigation.

This report provides factual findings and makes no legal conclusions, determinations, or recommendations.

BASIS FOR INVESTIGATION

On November 13, 2023, the U.S. Department of Commerce OIG Office of Investigations (OI) received a complaint from [REDACTED] National Oceanic and Atmospheric Administration (NOAA), National Environmental Satellite, Data, and Information Service

Distribution:	Office of Inspector General, Department of Commerce
[REDACTED]	
Signature of Case Agent:	Signature of Approving Official:

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(NESDIS), Center for Satellite Applications and Research (STAR), alleging that [REDACTED] [REDACTED] NOAA/NESDIS/Geostationary Earth Orbit Observation Flight Division (GEO), took an [REDACTED] position at [REDACTED], requested an office at [REDACTED], and worked to establish a lab for the work [REDACTED] did with NOAA without approval from NOAA or [REDACTED]. Additionally, [REDACTED] said that [REDACTED] did not approve [REDACTED] grant proposal NAI9NES4320002, submitted by [REDACTED] colleague in July 2023, because [REDACTED] viewed it as a conflict of interest because [REDACTED] felt a portion of the proposal was only sought after because of [REDACTED] position with [REDACTED]. Ultimately, the grant package was approved by other NOAA personnel. The grant proposal request totaled \$1,295,424 and included six scientific research projects on space-based lightning detectors and imagers (sophisticated cameras) on geostationary satellites, from an array of universities. The portion proposal requested by [REDACTED] totaled \$83,919.

DETAILS OF INVESTIGATION

OI conducted a review of records and documentation submitted by [REDACTED] grant files, emails and eOPF documents. OI also interviewed NOAA personnel and [REDACTED]

Witness Interviews:

On February 26, 2024, OI conducted an interview of [REDACTED] [REDACTED], NOAA/NESDIS. [REDACTED] stated that [REDACTED] was familiar with grant award NAI9NES4320002, that it seemed reasonable to [REDACTED] including the portion submitted by [REDACTED] and [REDACTED] approved it in July 2023 when it routed through [REDACTED] approval queue.

On March 21, 2024, OI conducted an interview of [REDACTED] [REDACTED] Financial Management Branch, NOAA/NESDIS/STAR. [REDACTED] stated award NAI 9NES4320002 was routed to [REDACTED] because the primary approver was on leave and [REDACTED] approved it.

On April 15, 2024, OI conducted an interview of [REDACTED] [REDACTED] Resource Management Division, NOAA/NESDIS/STAR. When asked about grant NAI9NES4320002, [REDACTED] remembered [REDACTED] saying [REDACTED] would not sign the grant nor approve it, but [REDACTED] did not tell anyone why. [REDACTED] stated that the people administering the grant were supportive of it. The Chief Financial Officer's office wanted to make sure it was awarded because if it was not, the project would have stalled. Codner signed the late action request and sent the grant up for further routing and approval.

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On October 3, 2024, OI interviewed [REDACTED]. [REDACTED] stated that [REDACTED] was [REDACTED] who worked on [REDACTED] located in [REDACTED]. [REDACTED] said that when [REDACTED] transferred from NESDIS [REDACTED] duty station was officially changed to a remote position in [REDACTED].

On July 28, 2025, OI served [REDACTED] with an IG Subpoena, requesting they provide all documents reflecting payments, reimbursements, credits, refund, or other financial transfers to [REDACTED] as well as any documents reflecting that [REDACTED] has or had a paid position or financial interest of any type at [REDACTED] between the dates of January 1, 2020 through July 28, 2025. On August 25, 2025, [REDACTED] responded to the subpoena, stating that while there is a [REDACTED] in their system, there have been no payments, via their Accounts Payable department or their Payroll department, made to [REDACTED] and [REDACTED] has not had a paid position with the university during that timeframe.

Subject Interview:

On March 6, 2025, OI conducted an interview of [REDACTED] stated [REDACTED] did not receive any personal financial or other benefits from the agreement [REDACTED] had with [REDACTED] or from any grants [REDACTED] put forward associated with [REDACTED] and that [REDACTED] only used [REDACTED] as an alternative worksite as an unpaid [REDACTED]. [REDACTED] also maintained that all grant proposals put forward by [REDACTED] or any other NOAA employee required various layers of supervisory approval at NOAA. [REDACTED] explained that in early 2020 [REDACTED] started on a trial period wherein [REDACTED] worked remotely in [REDACTED] which was approved by [REDACTED] supervisory chain of command. [REDACTED] stated that [REDACTED] currently reports to the National Weather Service in [REDACTED], to work.

Document Reviews:

Following the interview, [REDACTED] provided OI with supporting documentation showing the development of the [REDACTED] remote-work pilot program, including [REDACTED] written approval. A review of the documentation revealed a remote work timeline beginning in December 2019, when [REDACTED] sent an office space request to [REDACTED]. In February 2020, [REDACTED] telework agreement was modified to list [REDACTED] as [REDACTED] telework location. Then, in March 2020, a formal remote work request was submitted to the NOAA [REDACTED]. In April 2020, during the COVID-19 pandemic, [REDACTED] moved full-time to [REDACTED] and worked full-time from home. In April 2022 when others returned to the office, [REDACTED] began a one-year remote work trial, and submitted weekly status messages describing [REDACTED] travel and remote work plans to [REDACTED]. In 2023, [REDACTED] remote work trial ended, and [REDACTED] began bi-weekly commutes to Washington, DC. In April 2024, [REDACTED] transferred to GEO, with a new duty station location of [REDACTED].

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Email documentation associated with another [REDACTED] subcontract proposal showed that in February 2024 [REDACTED] sought extra guidance and approvals from [REDACTED] at NOAA, including [REDACTED] Atmospheric Physics and Dynamics Branch, NOAA/STAR, and [REDACTED] before submitting the proposal for approval. The documentation indicated that [REDACTED] did so because of the previous hurdles [REDACTED] had experienced with the NAI9NES4320002 grant and being a remote worker at [REDACTED]. The proposal was approved without issue.

DISPOSITION

Referral to the U.S. Department of Justice:

On October 9, 2024, OI provided a briefing of the allegations regarding this case to the U.S. Attorney's Office, District of Maryland, which declined to criminally prosecute the investigation due to lack of evidence of a crime.

Case Status:

This report is not being provided to NOAA due to the allegations being unsubstantiated and no administrative action is required. OI considers this matter closed.

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**OFFICE OF INSPECTOR GENERAL
OFFICE OF INVESTIGATIONS
REPORT OF INVESTIGATION**

Case Title: 24-0979

Case Number: [REDACTED] (USPTO)

Subject(s): [REDACTED]

Distribution:	Case file
[REDACTED]	
Signature of Case Agent:	Signature of Approving Official:

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What OIG Investigated

OIG investigated an allegation that an employee at the United States Patent and Trademark Office (USPTO) misused their position to assist their family members and their businesses with obtaining patents.

What OIG Found

OIG found that the employee and their family owned several businesses, and that the employee's family members had obtained patents. However, there was no evidence that the employee misused their position or played any role in the patent acquisition process for the personal benefit of themselves or their family.

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BASIS FOR INVESTIGATION

On September 16, 2024, the U.S. Department of Commerce's Office of Inspector General (OIG), received an anonymous hotline complaint alleging that during [REDACTED] service with the United States Patent and Trademark Office (USPTO), [REDACTED] operated businesses that obtained patents. The complainant alleged that [REDACTED] used [REDACTED] position to enrich [REDACTED] family by helping them obtain patents.

Background

[REDACTED] owns several companies. The company that [REDACTED] and [REDACTED] are most actively involved in is [REDACTED]. This business was historically involved in home construction, retail sales of silk dresses from China, and real estate consulting. This company also functions as a parent company for many of [REDACTED] and [REDACTED] business ventures. According to [REDACTED] this business is primarily managed by [REDACTED] who has experience in commercial real estate. [REDACTED] described the entity as flexible. [REDACTED] stated [REDACTED] other businesses are mostly inactive and some have lapsed aside from the [REDACTED] LP and the [REDACTED] Management Family LP. The [REDACTED] LP is responsible for managing and tracking family resources to ensure accurate tax preparation and the [REDACTED] Management Family LP is responsible for income related to [REDACTED] family's assets. [REDACTED] stated this LP is currently valued at around \$40k.

[REDACTED] that have applied for patents, [REDACTED] and [REDACTED] applied for five patents from 2007-2010. [REDACTED] applied for three patents from 2012-2014.

Applicable Statutes and Regulations

- 5 C.F.R. § 2635.702 – Use of public office for private gain
- USPTO Summary of Ethics Rules (2022)

INVESTIGATIVE FINDINGS

Finding 1: The evidence did not support that [REDACTED] misused [REDACTED] government position to benefit [REDACTED] or [REDACTED] family.

According to 5 C.F.R. § 2635.702, an employee may not use their public office for their own private gain.

USPTO Ethics rules state that employees shall avoid any actions creating the appearance that they are violating the law or ethical standards. This shall be determined from the perspective of a reasonable person with knowledge of the relevant facts.

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During [REDACTED] interview with OIG, [REDACTED] stated that [REDACTED] current position is [REDACTED]. In [REDACTED] current role, [REDACTED] disclosed that [REDACTED] owns several business entities and financial holdings, some of which are family-owned. [REDACTED] stated [REDACTED] owned several of the companies since long before [REDACTED] began working at USPTO. [REDACTED] stated that none of the companies [REDACTED] owns, either in full or part, have ever applied for a patent.

[REDACTED] acknowledged that [REDACTED] applied for patents. [REDACTED] explained that [REDACTED] patent application pertained to energy systems in large buildings, while [REDACTED] applications focused on chemical compositions. [REDACTED] stated that [REDACTED] had no involvement with [REDACTED] patent applications.

OIG conducted a review of [REDACTED] government email communications and patent docket history; neither source yielded evidence indicating that [REDACTED] assisted either [REDACTED] or [REDACTED] in securing patents.

Conclusion

During [REDACTED] tenure at the USPTO, [REDACTED] did not apply for patents on behalf of any companies in which [REDACTED] held ownership. Additionally, although [REDACTED] submitted patent applications, their filings were not assigned to [REDACTED] art unit, and [REDACTED] did not assist them in the application process. Accordingly, there is no indication that [REDACTED] misused [REDACTED] government position to benefit [REDACTED] or [REDACTED] family.

DISPOSITION

Referral to the U.S. Department of Justice:

This case was not presented to the Department of Justice due to the allegations being unsubstantiated.

CUI