



OKLAHOMA ETHICS COMMISSION

PHONE: (405) 521-3451 • FAX: (405) 521-4905 • WEBSITE: WWW.ETHICS.OK.GOV

In the matter of)	
Stand for Children, Inc.,)	Information # 14-014
)	
Respondent.)	

SETTLEMENT AGREEMENT

This matter was initiated pursuant to information ascertained by the Oklahoma Ethics Commission (the "Commission") in the normal course of carrying out its responsibilities. The Commission found reason to believe that Stand for Children, Inc. ("Respondent") violated Ethics Rule 257:10-1-16 by making independent expenditures without timely reporting them to the Commission.

NOW, THEREFORE, the Commission and the Respondent agree as follows:

1. The Commission has jurisdiction over the Respondent and the subject matter of this proceeding.
2. Respondent enters voluntarily into this agreement with the Commission.
3. The pertinent facts in this matter are as follows:
 - a. Respondent is a corporation with a principal place of business in the State of Oregon.
 - b. Respondent is not affiliated with any candidate or elected official.
 - c. Ethics Rule 257:10-1-2 defines "independent expenditure" as an expenditure made by a person to advocate the election or defeat of a clearly identified candidate or candidates, but which is not made to, controlled by, coordinated with, requested by, or made upon consultation with a candidate, committee, treasurer, deputy treasurer or agent of a candidate committee.
 - d. Ethics Rule 257:10-1-16 requires reporting independent expenditures of Five Thousand Dollars (\$5,000.00) or more in the aggregate. Such reports shall be made at the same time as other pre-election reports if the independent expenditure is made at least fifteen (15) days prior to any election. If the independent expenditure is made no more than fourteen (14) days prior to an election, the

reports shall be made no later than the business day following the day the expenditure is made.

- e. Respondent made independent expenditures on the dates and in the amounts as follows:


August 20, 2014	\$761.00
August 20, 2014	\$1,398.00
August 20, 2014	\$1,398.00
August 20, 2014	\$1,884.00
September 25, 2014	\$30,000.00
September 25, 2014	\$33,500.00
October 1, 2014	\$31,500.00
October 9, 2014	\$16,384.76
October 14, 2014	\$37,000.00
October 14, 2014	\$8,793.12
October 16, 2014	\$5,329.48
October 18, 2014	\$27,510.00
October 20, 2014	\$4,697.16
October 20, 2014	\$2,664.74
October 22, 2014	\$85,000.00
October 23, 2014	\$31,500.00
October 23, 2014	\$4,697.16
October 23, 2014	\$2,664.74
October 25, 2014	\$24,490.00
October 27, 2014	\$4,698.16
October 27, 2014	\$2,664.74
October 29, 2014	\$4,697.16
October 29, 2014	\$2,664.74

- f. Respondent did not timely report the above independent expenditures to the Commission.
- g. On November 3, 2014, after recognizing the failure to timely file reports, Respondent voluntarily reported all the preceding independent expenditures to the Commission.
4. Respondent failed to timely file seven (7) reports of independent expenditures to the Commission as required by Ethics Rule 257:10-1-16.
5. The Commission recognizes that Respondent's failure to report the independent expenditures was not willful or intentional. In addition, the Commission is taking into

account that Respondent voluntarily, without Commission intervention, became compliant by reporting the independent expenditures on November 3, 2014 and voluntarily self-reported the violation to the Commission.

6. In consideration of these factors, Respondent agrees to pay a civil penalty in the amount of \$10,000.00 to the State of Oklahoma general revenue fund by providing a certified check to the State Treasurer within thirty (30) days from the date all parties execute this agreement. A receipt of the deposit shall be provided to the Commission.
7. Respondent further agrees that a representative of Respondent will attend a continuing education program with curriculum related to independent expenditures sponsored by the Commission within the next calendar year.
8. This agreement shall become effective as of the date that all parties have executed this agreement and the Commission has approved this agreement at an official meeting.
9. This agreement constitutes the entire agreement between the parties on the matters raised within, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained within this written agreement shall be enforceable.
10. This settlement agreement is limited to the facts of this case. This settlement agreement shall not have binding precedential effect for any other matter currently pending before the Commission or that may come before the Commission at a future date.

FOR THE COMMISSION:




Lee Slater
Executive Director

11/12/14

Date

FOR THE RESPONDENT:



Jonel Edelma
Stand for Children, Inc.

11/12/14

Date