

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is between the Oklahoma Ethics Commission (“Commission”) and a state officer who is the subject of Case No. 2024-30 (“Respondent”), each individually a “Party” and collectively the “Parties”.

NOW, THEREFORE, the Parties agree as follows:

- 1) The Commission has jurisdiction over Respondent and the subject matter of this agreement.
- 2) Respondent voluntarily enters into this agreement with the Commission.
- 3) This Agreement addresses all claims made by the Commission against Respondent set forth in the Confidential Communication from the Commission dated September 19, 2024.
- 4) The Parties acknowledge the following referenced Ethics Rules are applicable to Respondent’s actions and are related to the issues reviewed by Commission staff in this case.
 - a) Ethics Rule 4.7 which addresses state officer impartiality.
 - b) Ethics Rule 4.4 which addresses misuse of office by a state officer.
- 5) To settle the allegations set forth in the Confidential Communication from the Commission dated September 19, 2024, and related discussions regarding Case No. 2024-30 issued as of the date of this agreement:
 - a) Within sixty (60) days of the Commission’s approval of this Agreement, Respondent shall pay a total of Two Thousand Five Hundred Dollars (\$2,500.00) as a civil penalty, by certified check to the State of Oklahoma general revenue fund and provide proof of such payment to the Commission.
 - b) Respondent has attended internal Ethics Training within his employing agency on August 20, 2024, and September 9, 2024, and agrees to attend an Ethics Commission continuing education training program related to state officer impartiality, misuse of office, and conflicts of interest within one (1) year of the first available opportunity to attend such program, whether virtually or in person.
- 6) This Agreement shall become effective on the date the Commission approves this Agreement at an official meeting and all Parties have executed this Agreement (“Effective Date”).
- 7) The Commission has not issued Notice of Allegations in this matter.
- 8) This Agreement takes into account that Respondent took corrective measures as described below prior to self-reporting, has self-reported the potential violations to both his

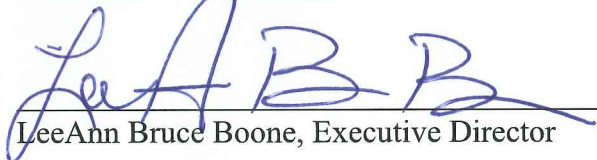
employing agency's leadership and the Commission Director, has been fully cooperative during the pendency of this investigation, and there is no evidence, and therefore no finding that Respondent's actions constituted an intentional or knowingly made violation of the Ethics Rules.

- 9) This Agreement takes into account that Respondent has no prior allegations or findings of Ethics Rule(s) violations.
- 10) This Agreement takes into account that Respondent has taken action to place corrective measures to ensure Respondent is not and will not be involved in, exercise oversight, control, or decision-making, or participate in any manner regarding contracts entered into the State of Oklahoma with his spouse's employer or any of its subsidiaries. Should Respondent's spouse be employed by another entity, Respondent will ensure that such measures are immediately put into place upon the employment of Respondent's spouse.
- 11) The Parties agree that the fact that they are entering into this Agreement shall not be taken or construed to be an admission of liability by Respondent.
- 12) This Agreement takes into account that Respondent fully understands and acknowledges the Commission's goal of ensuring other state officers and employees report any potential or actual violations of the Ethics Rules that may have occurred.
- 13) This Agreement acknowledges that the civil penalties to be paid pursuant to this Agreement are not lenient but illustrate the Commission's willingness to provide incentives to state officers and employees who self-report any potential or actual violations of the Ethics Rules.
- 14) This Agreement constitutes the entire agreement between the Parties on the matters raised in this Agreement and any communications between the Commission and Respondent in Case No. 2024-30 as of the Effective Date of this Agreement. 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.
- 15) Upon completion of the terms of this Agreement, Respondent will be fully and finally released from liability under the Ethics Rules for the matters identified in the Confidential Communication from the Commission dated September 19, 2024, and this Agreement.
- 16) This Agreement is limited to Case No. 2024-30, which may include facts and provisions not contained in this Agreement and 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.

Signature Page to Follow

Approved and effective this 11 day of October, 2024.

FOR THE COMMISSION:

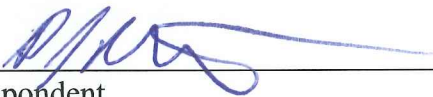


LeeAnn Bruce Boone, Executive Director

10/11/2024

Date

FOR THE RESPONDENT:



Respondent

9-26-2024

Date