

**BEFORE THE ETHICS COMMISSION  
STATE OF OKLAHOMA**

**In the matter of:**

Oklahoma Gamefowl Commission PAC,  
an Oklahoma Limited Committee,  
and  
Blake Pearce, Treasurer of  
Oklahoma Gamefowl Commission PAC

Case No. 2024-05

**Respondent(s).**

**SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is entered into between the Oklahoma Ethics Commission ("Commission") and Oklahoma Gamefowl Commission PAC, a limited committee ("Gamefowl"), and Blake Pearce, as Treasurer, for Oklahoma Gamefowl Commission PAC ("Treasurer" or together with Gamefowl as "Respondents"). This Agreement is conditioned on and will become effective upon approval by the Commission.

**WHEREAS** Respondent Gamefowl is the Oklahoma Gamefowl Commission PAC, a limited political action committee registered with the Oklahoma Ethics Commission, and Blake Pearce is the Treasurer of Gamefowl.

**WHEREAS** the Commission has jurisdiction over Respondents and the subject matter of this Agreement.

**WHEREAS** the Commission is authorized to initiate investigations on possible violations of the Oklahoma Ethics Rules and to resolve investigations through Settlement Agreements pursuant to Article XXIX, Section 4 of the Oklahoma Constitution and 74 O.S. Ch. 62, Appendix I (the "Ethics Rules").

**WHEREAS** at its meeting November 8, 2024, the Commission determined there was reasonable cause to believe that a violation of one or more provisions under the Ethics Rules in effect at the time of the alleged violations may have occurred and authorized an investigation in this matter.

**WHEREAS** on July 10, 2025, the Commission issued a Notice of Allegations ("NOA") outlining the allegations in this matter, and after an extension, Respondents filed a written response on August 19, 2025, as required by the Ethics Rules.

**WHEREAS** the Parties have agreed to amicably resolve and settle the claims in this matter and wish to memorialize the terms of their agreement in this Settlement Agreement.

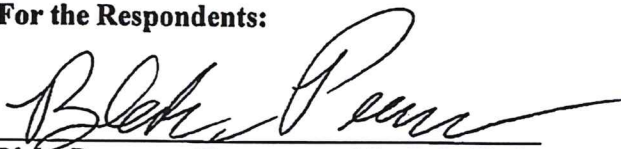
**WHEREAS** the Parties acknowledge that they are entering into this Agreement knowingly, willingly, and voluntarily and after consultation with the counsel of their choosing.

**NOW, THEREFORE**, for good and valuable consideration, the receipt, adequacy, sufficiency, and timeliness of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

- I. **Recitals.** The foregoing recitals are expressly incorporated as part of this Agreement, and the Parties confirm and represent to one another that said Recitals are true and correct to the best of their knowledge, information, and belief.
- II. **Terms of Settlement.** In consideration of the Commission's release of claims and execution of this Agreement, and in exchange for the promises, waivers, and releases set forth in this Agreement, the Respondents agree to pay the Commission the cumulative total of \$10,000 to the Oklahoma Ethics Commission, as follows:
  - A. No later than October 1, 2025, Respondents shall pay, by certified check made payable to the State of Oklahoma, the amount of \$455.00, and shall deliver proof of said payment to the Commission;
  - B. Beginning no later than November 1, 2025, and monthly thereafter on or before the first day of each and every month, with the final payment being submitted September 1, 2027, Respondents shall pay by certified check, to the State of Oklahoma, \$415.00, and shall deliver proof of said payment to the Commission;
  - C. Within thirty (30) days of the date of this Agreement, Respondents agree to dissolve the Oklahoma Gamefowl Committee, PAC by:
    - i. Disposing of any remaining funds as of the date of this Agreement in accordance with Rule 2.47; and
    - ii. File a Final Report in the Guardian System; and
  - D. Oklahoma Gamefowl Commission PAC agrees not to form a new affiliated PAC for at least two (2) years after the Effective Date of this Agreement.
- III. **Statement of Responsibility.** Upon execution of this Agreement, Respondents admit to violations of the following Ethics Rules in effect prior to May 30, 2025:
  1. Respondents accepted anonymous contributions in excess of \$50, in violation of Rules 2.17 and 2.20.
  2. Respondents accepted contributions in excess of the limited amount allowed in violation of Rule 2.33.
  3. Respondents accepted contributions without the required contact information and employment information as required by Rule 2.17.
  4. Respondents expended money by cash withdrawal in violation of Rules 2.95 and 2.39.
  5. Respondents accepted corporate contributions in violation of Rule 2.23.

6. Respondents failed to report all money received by Gamefowl in violation of Rule 2.105.
  7. Respondents failed to report all money spent/expended by Gamefowl in violation of Rule 2.105.
  8. Respondents have spent funds outside of the PAC's stated purpose in violation of Rule 2.41.
  9. Respondents have failed to maintain complete and accurate Committee records for at least four years as required by Rule 2.83.
- IV. The Parties acknowledge and agree that they are solely responsible for paying any attorney's fees and costs incurred in this Case. Should either Party bring an action to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees, in addition to any other relief to which the prevailing party may be entitled.
- V. This Agreement constitutes the entire agreement between the Parties on the matters raised in this Agreement and the issued Notice of Allegations in Commission Case No. 2024-05 as of the Effective Date of this Agreement. No other statement, promise or agreement, either written or oral, made by any Party or by agents of any Party, that is not contained within this written agreement, shall be enforceable.
- VI. Upon completion of the terms of this Agreement, Respondents in Ethics Commission Case No. 2024-05 will be fully and finally released from liability under the Ethics Rules for the matters identified in the Notice of Allegations and this Agreement. Excluded from this release are claims that cannot be waived by law, and claims for enforcement of this Agreement
- VII. Severability. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties

**For the Respondents:**

  
Blake Pearce, as Treasurer and On Behalf of  
OKLAHOMA GAMEFOWL COMMISSION PAC

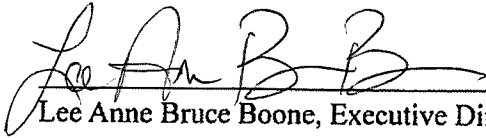
9-12-25  
Date

**Attorney For the Respondents:**

  
Billy Coyle, Attorney for Respondents

9-16-25  
Date

**For the Commission:**

  
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Lee Anne Bruce Boone, Executive Director

9/17/2025  
Date