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MAY 20 2024

OKLAHOMA ETHICS COMMISSION

BEFORE THE ETHICS COMMISSION
STATE OF OKLAHOMA

In the matter of:)	
)	
AjayPittman2020, a 2020 candidate committee,)	
)	
Anastasia Pittman, Chair of Ajaypittman2020,)	
)	
Naomi Jenkins, Treasurer of Ajaypittman2020,)	Case No. 2022-25
)	
Ajay for House 99 2022, a 2022 candidate committee,)	
)	
Ajay Pittman, candidate for Ajaypittman2020 and)	
Ajay for House99 2022, and Chair and Treasurer)	
for Ajay for House99 2022,)	
)	
<i>Respondent(s).</i>)	

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is between the Oklahoma Ethics Commission (“Commission”) and Ajay Pittman (“Respondent”) (individually as “Party” and collectively the “Parties”).

WHEREAS, the Oklahoma Ethics Commission possesses authority to settle matters pursuant to article XXIX, § 4 of the Oklahoma Constitution and Ethics Rule 6.10;

WHEREAS, Respondent is both a registered candidate for State elective office and current officeholder of state elective office, specifically State Representative for House District 99;

WHEREAS, the Commission has jurisdiction over the Respondent and the subject matter of this Agreement;

WHEREAS, the Respondent, as both a registered candidate for and officeholder of state elective office, was and is subject to the Oklahoma Ethics Rules at all times relevant to the violations of the Ethics Rules;

WHEREAS, the facts and allegations set forth in Case No. 2022-25 were deemed admitted by Respondent(s);

WHEREAS, the Parties to this matter have agreed to amicably resolve and settle the claims and defenses in the matter;

WHEREAS, the Parties wish to memorialize the terms of their agreement and to do so in this document; and

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

WHEREAS, nothing in this Agreement shall be construed or is intended to release any claims or causes of action under the Ethics Rules for Naomi Jenkins, Treasurer of Ajaypittman2020.

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:

1. **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.
2. **Terms of Settlement.**
 - a. **Repayment of Campaign Funds and Civil Penalty.** 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 Respondent agrees to pay the Commission the cumulative total of **Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00)**. The Parties agree that the payment constitutes full compensation for all of the Commission's claims against the Respondent including, but not limited to, personal use of campaign funds, improper withdrawal of campaign funds, inaccurate reporting, and failure to maintain campaign records.

In the interest of resolving this matter, the Respondent agrees to pay as follows:

- i. No later than May 31, 2024, Respondent shall reimburse, by certified check, to the campaign funds of AjayforHouse99 2022 and AjayPittman2020, in the of amount of **Five Thousand Dollars and Zero Cents (\$5,000.00)**, and shall provide proof of such payment to the Commission. These funds shall not be paid from Respondent's campaign funds account(s), but from Respondent's own personal fund account(s); and
- ii. No later than May 31, 2025, Respondent shall reimburse, by certified check, to the campaign funds of AjayforHouse99 2022, in the amount of **Twelve Thousand Dollars and Zero Cents (\$12,000.00)**, and shall provide proof of such to the Commission. These funds shall not be paid from Respondent's campaign funds account(s), but from Respondent's own personal fund account(s); and

- iii. No later than May 31, 2026, Respondent shall reimburse, by certified check, to the campaign funds of AjayforHouse99 2022, in the amount of **Eight Hundred Fifty-Eight Dollars and Twenty-Two Cents (\$858.22)**. Respondent shall also pay a civil penalty, by certified check, in the amount of **Seventeen Thousand, One Hundred Forty-One dollars and Seventy-Eight Cents (\$17,141.78)**, to the State of Oklahoma general revenue fund, and shall provide proof of such to the Commission. These funds shall not be paid from Respondent's campaign funds account(s), but from Respondent's own personal fund account(s).
 - b. **Corrective Action(s)**. Within sixty (60) days of the Commission's approval of this Agreement, Respondent agrees to amend and/or file new documents in The Guardian System to correct and/or report transactions consistent with the Ethics Rules, including any other inaccurate information identified by the Party.
 - c. **Statement of Responsibility**. Upon execution of this Agreement, Respondent admits her responsibility for the violations of the Oklahoma Ethics Rules described below and agrees to receive education and training as specified by the Ethics Commission regarding these violations. Specifically, these allegations were deemed admitted in accordance with Ethics Rule 6.10. Actions taken that violated the Ethics rules include, but are not limited to:
 - i. Personal use of Candidate Committee funds in violation of Campaign Finance Ethics Rule 2, including purchases not resulting from or connected to campaign expenses and/or Respondent's duties as an officeholder.
 - ii. Improper withdrawal of campaign funds via checking and ATM withdrawals, and personal credit card payments, in the amount of \$17,858.52 in violation of Ethics Rule 2.95.
 - iii. Inaccurate reporting of \$30,000 worth of contributions in 2020 and \$20,000 worth of contributions in 2022 in violation of Ethics Rules 1.4(a), 2.100 and 2.101.
 - iv. Failure to maintain 2020 and 2022 campaign records in accordance with Rule 2.73.
3. **Sufficient Consideration; Release of Claims**. This Agreement fully satisfies the interest of the Commission in this matter, and releases Respondent from any further liability for the actions in the notices of allegations as of the Effective Date of this Agreement related to Case No. 2022-25. The Parties acknowledge that the consideration provided to the Commission under this Agreement is sufficient. In consideration for the payments herein provided, Commission, to the maximum extent permitted by law, hereby irrevocably and unconditionally releases and discharges Respondent and its past or present predecessors, parents, subsidiaries, affiliates, successors, assigns, officers, directors, shareholders, attorneys, and employees, and any related or affiliated corporations or entities, and their past or present predecessors, parents, subsidiaries, affiliates, successors, assigns, officers,

directors, shareholders, attorneys, and employees, and any person or entity acting through or in concert with any of the preceding persons or entities (all of the preceding persons and entities, severally and in the aggregate, will be referred to as Releasees) from any and all actions, claims, demands, debts, reckonings, contracts, agreements, covenants, damages, judgments, executions, liabilities, appeals, obligations, attorney's fees, and causes of action from the beginning of time to the date of this Agreement, known or unknown, asserted or unasserted.

Excluded from this release are:

- Claims that cannot be waived by law, and
- Claims for enforcement of this Agreement.

4. **No Other Pending Claims.** The Commission agrees and represents that it has no other pending legal actions or claims against Respondent, including in any court, arbitration forum, governmental or administrative forum or agency, or other dispute resolution forum that are in any way related to the Litigation or dispute described herein.
5. **Future Violations Not Covered.** This Agreement is limited to the facts of this case and shall not have any binding precedential effect for any other matter currently pending before the Commission or that may come before the Commission at a future date.
6. **Non-disparagement.** Each Party agrees that it shall not disparage the other Party, or any present or former officer, director, agent, or employee of either Party, whether to any current or former employee of either Party, the press or other media, or any other business entity or third party.

"For the purposes of this Agreement, 'disparage' means to belittle the importance or value of (someone or something); to speak slightly about (someone or something)."¹

7. **Attorney's Fees.** The Parties acknowledge and agree that they are solely responsible for paying any attorney's fees and costs incurred in the Litigation and that neither Party nor its attorneys will seek any award of attorney's fees or costs from the other Party, except as expressly provided herein. Should any Party bring an action to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, in addition to any other relief to which the prevailing party may be entitled.
8. **Entire Agreement.** This Agreement comprises the entire agreement between the Parties and supersedes all prior oral and written agreements between them. This Agreement may not be altered, amended, or modified except by a further writing signed by the Parties.

¹ *Disparage*, Merriam-Webster.com Dictionary, Merriam-Webster, <https://www.merriam-webster.com/dictionary/disparage> (May 13, 2024).

9. **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.
10. **Choice of Law.** The validity and construction of this Agreement shall be governed by the laws of Oklahoma, without regard to the principles of conflicts of laws. Any action to enforce this Agreement shall be brought only in the District Court of Oklahoma County.
11. **No Interpretation of Ambiguity Against the Drafter.** This Agreement has been negotiated and prepared by both Parties and their counsel. If any of the Agreement's provisions require a court's interpretation, no ambiguity found in this Agreement shall be construed against the drafter.
12. **Opportunity to Consult Legal Counsel.** The Parties confirm that they have reviewed and considered this Agreement and consulted with their attorneys regarding the terms and effect thereof.
13. **Authority to Settle.** Each Party represents and warrants that the person signing this Agreement has authority to bind the Party and enter into the Agreement.
14. **Counterparts.** This Agreement may be executed in two or more identical counterparts, all of which constitute one and the same Agreement. Facsimile or other electronically transmitted signatures on this Agreement shall be deemed to have the same force and effect as original signatures.

**EACH PARTY HERETO ACKNOWLEDGES
THEY HAVE CAREFULLY READ AND
UNDERSTAND THE EFFECT OF THE ABOVE
AND FOREGOING CONFIDENTIAL
SETTLEMENT AGREEMENT AND FULL
AND FINAL RELEASE AND EXECUTE SAME
OF THEIR OWN FREE WILL AND ACCORD
FOR THE PURPOSES AND CONSIDERATION
SET FORTH.**

Subject to the formal approval of this Agreement by a majority vote of a quorum present of the Oklahoma Ethics Commission, in witness whereof, and intending to be legally bound, the Parties hereto have caused this Agreement to be executed as of the date(s) set forth below.

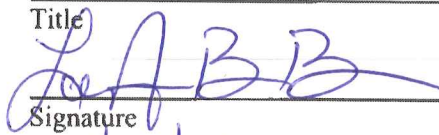
For the Commission:

Lee Anne Bruce Boone

Printed Name

Executive Director

Title



Signature

5/29/24

Date

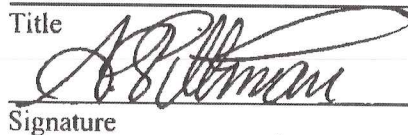
Respondent:

Ajay Pittman

Printed Name

Candidate and Officeholder

Title



Signature

05/20/24

Date

APPROVED AS TO FORM (Counsel to the Parties):

For the Commission:

Thomas R. Schneider

Printed Name



Signature

5/29/2024

Date

For Respondent:

Collin R. Walke

Printed Name



Signature

5/20/24

Date