

BEFORE THE ETHICS COMMISSION
STATE OF OKLAHOMA

In the matter of:)	
)	
Ryan Walters, as Chair and Treasurer)	Case No. 2024-03
of Walters for State Superintendent)	
2022)	
Respondent)	

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between the Oklahoma Ethics Commission ("Commission") and Ryan Walters, as Chair and Treasurer for State Superintendent 2022 ("Respondent"). This Agreement is conditioned on and will become effective upon approval by the Commission. This Agreement fully resolves the above-captioned matter for Respondent, Walters for State Superintendent 2022 (the "Campaign"), and all of the officers thereof.

WHEREAS, Respondent is the Chair and Treasurer of the Campaign;

WHEREAS, the Commission has jurisdiction over Respondent 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 on October 11, 2024, the Commission determined there was reasonable cause to believe that a violation of one or more provisions under Campaign Finance Ethics Rule 2 may have occurred and authorized an investigation in this matter;

WHEREAS, on March 20, 2025, the Commission issued a Notice of Allegations ("NOA") outlining the allegations in this matter;

WHEREAS, in response to the NOA, the Campaign has relinquished a \$2,100 contribution received on or about July 12, 2022, from "Cross for Jenks 2022" (which is a non-state candidate committee) to the State of Oklahoma general revenue fund;

WHEREAS, in response to the NOA, the Campaign has filed amended contribution and expenditure reports addressing the items identified in the NOA;

WHEREAS, the Parties 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 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; and,

WHEREAS, the parties agree that this Agreement shall not be taken or construed to be an admission of liability by Respondent, the Campaign, or any of the officers thereof.

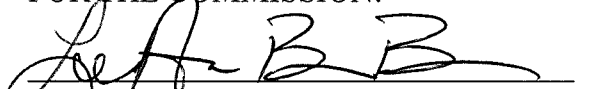
NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy, sufficiency, and timeliness of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. 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. The Campaign has issued refund checks to those contributors who over-contributed to the Campaign. Respondent will provide proof that said checks have cleared the bank within thirty (30) days from the date of this Agreement. Any checks that have not cleared within thirty (30) days will be canceled, and the funds deposited in the Trust account for Moricoli, Kellogg & Gleason, PC, for distribution. Respondent will provide proof that said funds have been deposited into the attorney's Trust account, and monthly updates by the tenth (10th) of each month to the Commission as to the status of the issued refund checks from the Trust account. After 180 days following the check date issued from the Trust account, any checks that have not yet cleared due to the refusal of a contributor to deposit the check, those funds will be issued to the State of Oklahoma, with proof of payment.
3. In consideration of this Agreement, Respondent agrees to pay a total of Eighteen Thousand Three Hundred Dollars (\$18,300) pursuant to the payment plan below will be apportioned as follows:
 - a. Respondent shall pay as a civil penalty, by certified check to the State of Oklahoma general revenue fund, the amount of Fourteen Thousand Three Hundred Dollars (\$14,300), with proof of such payment to the Commission per the payment plan listed below.

- b. Respondent shall pay attorney's fees and costs to the Commission in the amount of Four Thousand Dollars (\$4,000) with proof of such payment to the Commission per payment plan below.
- c. Payment Plan:
- i. \$5,000.00 paid by May 30, 2025;
 - ii. \$3,000.00 paid by June 30, 2025;
 - iii. \$3,000.00 paid by July 30, 2025;
 - iv. \$3,300.00 paid by August 30, 2025; and
 - v. \$4,000.00 paid by September 30, 2025.
- d. The above payments will be paid first toward the penalty, and the last payment toward the attorney fees.
4. The Commission agrees and represents that it has no other pending investigations, cases, or legal actions against Respondent, the Campaign, or any officers of the Campaign related in any way to the Campaign's contribution and/or expenditure reports.
5. This Agreement fully satisfies the interest of the Commission in this matter and releases Respondent, the Campaign, and all officers of the Campaign from any further liability for the actions described in the NOA as of the Effective Date of this Agreement or from any similar claims concerning the Campaign's previously-filed contribution and expenditure reports. This Agreement shall not release Respondent or the Campaign from complying with the terms of this Agreement or from any violation relating to a future contribution or expenditure report.
6. This Agreement is limited to the facts of this case 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.
7. This Agreement fully resolves all issues in the captioned matter for Respondent, Walters for State Superintendent, and all officers thereof.

AGREED TO AS OF THE DATE LISTED BELOW:

FOR THE COMMISSION:

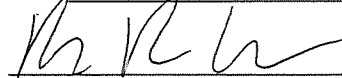

Lee Anne Bruce Boone, Executive Director

Date 5/1/2025

FOR THE RESPONDENT:


Ryan M. Walters

Date _____


David R. Gleason, OBA No. 31066
Attorney for Respondent

Date 5-1-2025