

**In the matter of:**

Friends of Tammy Townley 2022;	)	
Tammy Townley, as Chair and Treasurer of	)	Case No. 2022-12
Friends of Tammy Townley 2022	)	
<b>Respondents.</b>	)	

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is entered into between the Oklahoma Ethics Commission (“Commission”) and Friends of Tammy Townley 2022 and Tammy Townley, as Chair and Treasurer for Friends of Tammy Townley 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.

WHEREAS, Respondent Townley was the Chair and Treasurer for Friends of Tammy Townley 2022, a Campaign Committee formerly registered and since terminated with the Oklahoma Ethics Commission.

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 August 9, 2024, the Commission determined there was reasonable cause to believe that a violation of one or more provisions under the Campaign Finance Ethics Rule 2 may have occurred and authorized an investigation in this matter.

WHEREAS, on April 2, 2025, the Commission issued a Notice of Allegations (“NOA”) outlining the allegations in this matter.

WHEREAS, on May 11, 2025, Respondent timely filed a written response as required by the Ethics Rules.

WHEREAS, the Parties recognize that Respondent cooperated in the resolution of this matter.

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

NOW, THEREFORE, the Parties agree as follows:


1. On May 5, 2023, Respondent purchase a first-class ticket to Paris, France in the amount of \$6,372.50 for the purpose of attending an officeholder event. At the time of the purchase, Respondent believed the purchase was permitted by the Ethics Rules.
2. Shortly thereafter, Respondent learned that Ethics Rule 2.45 prohibits the use of campaign funds for the purchase of first-class air travel. Respondent immediately canceled the first-class flight ticket in an effort to comply with the prohibition. Due to airline policies, Respondent was unable to receive a refund of the ticket and instead received travel credit for the trip. Respondent then rebooked the flights for coach class tickets using a portion of the flight credit.
3. The airline credit of \$6,371.50 was used as follows:
  - a. \$1,760.00 was used to purchase coach tickets to Paris, France as officeholder travel.
  - b. \$708.79 was used to purchase coach air travel to Denver, CO as an officeholder expense. This ticket was subsequently canceled and the credit from this cancellation expired without use.
  - c. \$467.20 was used to purchase coach air travel to Phoenix, AZ as officeholder travel.
  - d. \$1,049.80 was used to purchase coach air travel to Jackson, WY as officeholder travel.
  - e. \$677.81 was used to purchase coach air travel to Indianapolis, IN as officeholder travel.
4. Therefore, \$3,954.81 of the air travel credit was used as an officeholder expense pursuant to Ethics Rule 2.44. \$2,416.69 of the travel credit expired unused.
5. In connection with the campaign travel expenditures cited above, Respondent failed to maintain complete and accurate Committee records required by Ethics Rule 2.73.
6. The purchase of a first-class flight ticket violated Ethics Rule 2.45; however, Respondent canceled the first-class ticket upon learning of the prohibition.
7. Failure to maintain complete and accurate committee records and failure to accurately report all campaign expenditures, including the ultimate use of the air travel credit, violated Ethics Rule 2.73 and 2.106.
8. In recognition of these violations, Respondent agrees to the following:
  - a. Within thirty (30) days of Respondent's signature on this Agreement, Respondent will pay a penalty of \$5,000.00 to the General Revenue Fund for failure to maintain complete and accurate records in violation of Ethics Rule 2.73 and failure to accurately report all campaign expenditures and the ultimate use of the travel credit in violation of Ethics Rule 2.106.

9. 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.
10. This agreement resolves all issues in this matter for all Respondents.

**For the Respondents:**

 <u>Tammy Townley (Jun 18, 2025 07:16 GMT+2)</u>	18/06/2025
Tammy Townley	Date

**For the Commission:**

 <u>Lee Anne Bruce Boone, Executive Director</u>	6/18/2025
Lee Anne Bruce Boone, Executive Director	Date