



CV25 2636 -

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

Bonner

State Of Oklahoma, *ex rel.*,)
Oklahoma Ethics Commission,)
Plaintiff,)
v.)
Ayshia Ajay K.M. Pittman a/k/a)
Ajay Pittman, Individually, and as)
Candidate for Ajaypittman2020 and)
Ajay for House99 2022, and as Chair and)
Treasurer for Ajay for House99 2022,)
Defendant.)

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

OCT 16 2025

RICK WARREN
COURT CLERK

CASE NO. 88

CV-2025-2636

PETITION

Comes now Plaintiff, State of Oklahoma *ex rel.* Oklahoma Ethics Commission ("Commission" or "Plaintiff"), and for its causes of action against the Defendant, Ayshia Ajay K.M. Pittman a/k/a Ajay Pittman, Individually, and as Candidate for Ajaypittman2020 and Ajay for House99 2022, and as Chair and Treasurer for Ajay for House99 2022 ("Pittman" or "Defendant" and "Respondent" in the underlying action), alleges and states as follows:

JURISDICTION AND VENUE

1. Pittman resides in Oklahoma County, Oklahoma and was at all times relevant a candidate and officeholder subject to the jurisdiction of the Commission.
2. This Court has subject matter jurisdiction over this case pursuant to the Okla. Const. art. VII, §7 and Okla. Const. art. XXIX.
3. The Oklahoma Ethics Commission is a state agency created by Article XXIX of the Oklahoma Constitution and is located in Oklahoma County, Oklahoma.
4. Venue is proper in Oklahoma County under Okla. Const. art. XXIX, §4 and 12 O.S. § 133.

FACTS

5. The Oklahoma Ethics Commission is tasked, in part, with promulgating rules of ethical conduct for campaigns for elective office, including civil penalties for violation of the rules. Okla. Const. art. XXIX, § 3 (A).
6. “The Commission, upon determining that there is reasonable cause to believe that the person or persons named in the complaint have violated these Rules, may authorize a formal investigation.” Oklahoma Ethics Rule 6.7.
7. At any time during a formal investigation, the Commission may: 1) terminate the investigation, 2) cause the subject of the investigation to be prosecuted in the District Court, or 3) offer a settlement agreement as provided by Article XXIX, Section 4 of the Oklahoma Constitution. Oklahoma Ethics Rule 6.10. Should a settlement agreement not be completed, the Commission may authorize a prosecution to begin. *Id.*
8. This case concerns Pittman’s unlawful use of campaign contributions as promulgated in Case No. 2022-25, *Oklahoma Ethics Commission v. Pittman*, et al.
9. A Notice of Allegations was issued to Pittman on March 8, 2024, in Case No. 2022-25, and Pittman thereafter submitted a settlement offer.
10. On May 29, 2024, at its special meeting, the Commission approved the settlement offer submitted by Pittman and the Settlement Agreement (the “Agreement”) was finalized. See Exhibit A.
11. In the Agreement, Pittman admits 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; and
- iv. Failure to maintain 2020 and 2022 campaign records in accordance with Rule 2.73.

See Exhibit A.

12. In Section 2(a) of the Agreement, Pittman agreed to make a series of payments totaling \$35,000.00, including specific reimbursements to her campaign committee and a civil penalty to the State of Oklahoma general revenue fund. See Exhibit A.

COUNT I – FRAUD IN THE INDUCEMENT

13. Paragraphs 1-12 are incorporated as if set forth fully herein.
14. After Pittman received the Notice of Allegations, she submitted an offer of settlement through her attorney on the morning of May 7, 2024. See Exhibit B.
15. Prior to submitting the May 7, 2024, settlement offer, Pittman induced the Commission to accept her settlement offer by providing two documents to the Commission: two emailed letters attached to Pittman's May 6, 2024, email. See Exhibit B, pages 2-5.
16. The first letter attached to Pittman's May 6, 2024, email is a letter from Pittman to the Commission, wherein she asks for leniency and additional time to search for documentation due to "having to vacate the previous office space which caused our campaign team to be displaced." See Exhibit B, page 4.
17. The second letter attached to Pittman's May 6, 2024, email is an alleged letter from the building manager of an office building where Pittman claimed her campaign committee records were

previously stored, and that due to water damage the building had to be vacated. See Exhibit B, page 5.

18. Pittman had previously communicated to Commission staff that she did not have all campaign receipts and records because they had been destroyed by water damage to her office space, and the building manager letter was supplied to support this theory. Exhibit B, page 5.
19. Plaintiff, after receiving the letters, considered the information provided along with the proposed settlement from Defendant and her attorney, and in reliance on Defendant's representations and believing them to be true, agreed to Defendant's proposed Settlement offer at the Commission's May 29, 2024, Special Meeting. See Exhibit A.
20. While investigating other matters in this case, on August 12, 2025, Plaintiff learned that the letter submitted by Defendant was not prepared by a building manager, but instead was prepared by Defendant's mother on May 6, 2024, at 5:09 pm, two minutes before it was submitted by Defendant to induce Plaintiff to agree to accept her offer of settlement. See Exhibit B, page 5, and Exhibit C.
21. On information and belief, Plaintiff alleges that Defendant submitted the letter to Plaintiff knowing the letter was not actually drafted by the building manager, knowing it was false and fraudulent with the intent to deceive Plaintiff and induce Plaintiff to agree to accept her offer of settlement. See Exhibits B and C.
22. As a result of Defendant's fraudulent inducement, Plaintiff entered into the Settlement Agreement and consequently suffered actual damages in an amount in excess of \$10,000, administrative costs, and attorney's fees incurred to bring this action related to the Agreement.

COUNT II – FRAUDULENT MISREPRESENTATION

23. Paragraphs 1-22 are incorporated as if set forth fully herein.

24. Pursuant to the May 29, 2024, Agreement, Section 2(a)(ii), Defendant agreed to make a \$12,000 payment:

“No later than May 31, 2025, reimburse, by certified check, to the campaign funds of AjayforHouse99 2022, the amount of \$12,000.00, and shall provide proof of such to the Commission. These funds shall not be paid from Respondent’s campaign fund account(s), but from Respondent’s own personal fund account(s).” See Exhibit A, emphasis added.

25. On June 12, 2025, Defendant submitted an email in response to Plaintiff’s June 3, 2025, letter, showing that she made a \$5,000 deposit on August 13, 2024, and a \$2,500 deposit on January 27, 2025, into her Committee account, toward the \$12,000 payment due pursuant to Section 2(a)(ii) of the Agreement. See Exhibits D-1 and D.

26. Attached to the June 12, 2025, email, Defendant submitted several documents, including what appears to be two Cashier’s Checks issued by Sovereign Bank; the first on 8/13/2024 for \$5,000, Check No. [REDACTED]; the other on 1/27/2025 for \$2,500, Check No. 207755, along with her January 2025 Committee bank statement, as proof of payment to her Committee, as is required by the Agreement. See Exhibits E and F.

27. According to Sovereign Bank, there is no record that Cashier’s Check No. 207755 was issued by Sovereign Bank on January 27, 2025, or any other time. See Exhibit G.

28. Defendant provided the January 2025 bank statement and Cashier’s Check to Plaintiff to support her June 12, 2025, statement that “the following deposits have been made from my personal funds.” See Exhibits D, E and F.

29. In truth, no such payment had been made, and upon investigation, on June 12, 2025, the Commission determined the document was false and materially misleading. See Exhibit G.

30. The \$2,500 deposit made on January 27, 2025, was actually a contribution check made payable to "Ajay for House 99 2024," being the Defendant's 2024 Committee, not a cashier's check issued by Sovereign Bank. See Exhibit H.
31. Defendant attempted to disguise the origin of the \$2,500 in funds to give the false impression that Defendant had deposited \$2,500 of her *personal* funds, as required by the terms of the Settlement Agreement, and not \$2,500 of campaign funds. See Exhibits D through H.
32. Defendant prepared and filed a Candidate Committee Contributions and Expenditures Report with the Ethics Commission on April 30, 2025 (the "Report"). See Exhibit I, Cover Sheet and Schedule B of said Report filed April 30, 2025, with the Ethics Commission.
33. The Report contains the Defendant's signature, attesting to the accuracy of its contents, while Schedule B reflects the false identification of the source of the funds. See Exhibit I.
34. Defendant knowingly and willfully made false representations to the Commission in an effort to mislead and evade her obligations under the Agreement, acting with malice and in bad faith, specifically:
 - a. Defendant submitted what appeared to be a \$2,500 Cashier's Check, allegedly issued by Sovereign Bank, as proof of partial payment to her Committee account, despite knowing the check was not genuine.
 - b. Defendant falsely represented that the \$2,500 deposit into her Committee's bank account on January 27, 2025, was the result of the submitted Cashier's Check, when in truth the deposit originated from a campaign contribution.
 - c. Defendant acted with malice and in bad faith in attempting to deceive the Commission by presenting falsified documents - namely the Cashier's Check, the January 2025 bank statement, and the Candidate Committee Contributions and

Expenditures Report, all the while intentionally hiding the true source of the contribution check. See Exhibits D through I.

35. Defendant intended for the Commission to rely on these false representations in assessing her compliance with the Agreement. See Exhibits D through I.
36. The Commission, acting reasonably and in the ordinary course of its duties, did rely on Defendant's misrepresentations.
37. Defendant's submission of falsified documents to the Ethics Commission was intentional, malicious, and in reckless disregard of the Commission's enforcement authority and statutory duties.
38. As a direct result of Defendant's intentional and malicious conduct, the Commission has suffered damages, including, but not limited to, the unpaid settlement amount, administrative costs, and attorney's fees incurred to bring this action related to the Agreement.
39. Pursuant to 23 O.S. § 9.1, Plaintiff is entitled to an award of punitive damages to punish and deter such conduct.

COUNT III – BREACH OF CONTRACT

40. Paragraphs 1-39 are incorporated herein.
41. As of the date of this Petition, Defendant has failed to make the full \$12,000.00 payment by May 31, 2025, in breach of the Agreement.
42. As of the date of this Petition, Defendant has failed to provide proof that any payments made were sourced by her own personal funds, as is required by the Agreement.
43. Defendant's failure to make the agreed-upon payments and provide proof of the source of funds constitutes a material breach of the Agreement.

44. Plaintiff has fulfilled all obligations under the Agreement and has acted in good faith in reliance upon the Defendant's agreement to comply with the payment terms.
45. Plaintiff has performed all conditions precedent to recover under the contract and has not excused the Defendant's breach.
46. As a result of Defendant's breach, Plaintiff has suffered damages, including but not limited to the unpaid settlement amount, administrative costs, and attorney's fees incurred to enforce the Agreement.

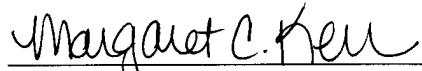
RELIEF SOUGHT

Based on the grounds stated above, the Oklahoma Ethics Commission respectfully requests this Court:

1. Enter Judgment rescinding the May 29, 2024, Settlement Agreement, due to Defendant's fraudulent inducement, and
 - a. Award actual damages incurred by Plaintiff;
 - b. Award punitive damages pursuant to 23 O.S. §9.1 based on Defendant's intentional and fraudulent submission of false documents to the Commission;
 - c. Award Plaintiff its costs and reasonable attorney fees; and
 - d. All other relief the Court deems just and equitable.
2. In the alternative, if this Court does not issue Judgment rescinding the Settlement Agreement, Plaintiff prays this Court issue Judgment determining Defendant has breached the May 29, 2024, Settlement Agreement, and order Defendant:
 - a. Make payment of \$7,000.00 from her personal funds as is due under the Agreement;

- b. Issue an Order compelling the Defendant to provide evidence of the source of all payments made under the Settlement Agreement and proof that payments came from her personal funds;
- c. Award punitive damages pursuant to 23 O.S. § 9.1 based on Defendant's intentional and fraudulent submission of false documents to the Commission;
- d. Award reasonable attorney fees and costs paid by the Oklahoma Ethics Commission; and
- e. All other relief the Court deems just and equitable.

Respectfully submitted,

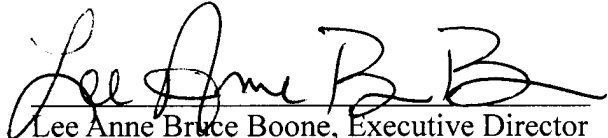


Margaret C. Kerr, OBA No. 20515
Attorney for Petitioner,
Oklahoma Ethics Commission
2300 Lincoln Blvd., Room G-27
Oklahoma City, OK 73105
(405) 522-2517
margaret.kerr@ethics.ok.gov

VERIFICATION OF PETITION

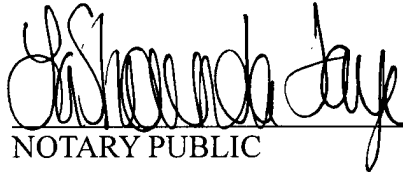
STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

I, Lee Anne Bruce Boone, as Executive Director for the Oklahoma Ethics Commission,
upon being first duly sworn upon oath, state that I have read the forgoing Petition, and that the
foregoing representations are true of my own knowledge.



Lee Anne Bruce Boone, Executive Director
Oklahoma Ethics Commission

The foregoing verification was sworn to before me by Lee Anne Bruce Boone on 14 day of
October, 2025.



NOTARY PUBLIC



**BEFORE THE ETHICS COMMISSION
STATE OF OKLAHOMA**

In the matter of:)	
)	
AjayPittman2020, a 2020 candidate committee,)	
)	
Anastasia Pittman, Chair of Ajaypittman2020,)	
)	
Naomi Jenkins, Treasurcr 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;

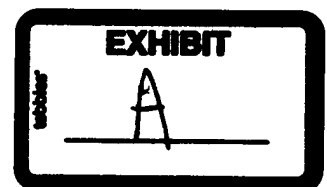
WHEREAS, Respondent is both a registered candidate for State elective office and current officeholder of state elective office, specifically State Representative for House District 99;

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 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.

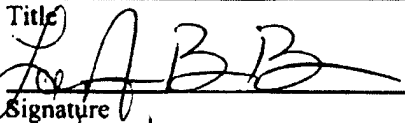
For the Commission:

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

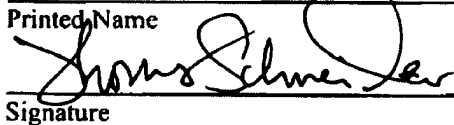
Date

APPROVED AS TO FORM (Counsel to the Parties):

For the Commission:

Thomas R. Schneider

Printed Name



Signature

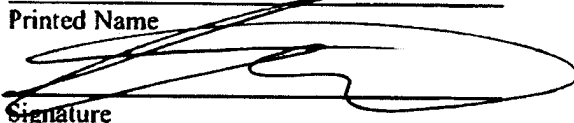
5/29/2024

Date

For Respondent:

Collin R. Walke

Printed Name



Signature

5/20/24

Date

RE: [EXTERNAL] Pittman Case Correspondence

From: [REDACTED]@hallestill.com>
Date: Tue 5/7/2024 10:53 AM
To: LeeAnne Bruce Boone [REDACTED]@ethics.ok.gov>

Hi Ms. Bruce Boone – I had intended to forward the offer, but was tied up. Rep. Pittman's offer is as follows:

1. Payment of \$5,000.00 upon execution of the settlement agreement;
2. Payment of \$12,000.00 within one year of the settlement agreement (by appx. May 2025); and
3. Payment of \$18,000.00 within the following year (by appx. May 2026).


HALL

ESTILL
ATTORNEYS AT LAW

T: 405 [REDACTED]
E: [REDACTED]@hallestill.com
[REDACTED]
Oklahoma City, OK 73102
[https://]

This e-mail message and any attachment thereto is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the recipient or reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this e-mail communication in error, please notify us immediately by sending a reply e-mail message to the sender. Thank you.

From: LeeAnne Bruce Boone <[REDACTED]@ethics.ok.gov>
Sent: Tuesday, May 7, 2024 10:09 AM
To: [REDACTED]@hallestill.com>
Subject: FW: [EXTERNAL] Pittman Case Correspondence

This message was sent from outside the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

I am in receipt of this letter from Representative Pittman – is this intended as her settlement offer? There are no specific terms within the letter so I was not clear and it did not come from you as her attorney either, so I wanted to clarify.

EXHIBIT

B

Lee Anne Bruce Boone, J.D.
Executive Director
Oklahoma Ethics Commission

[REDACTED]
[REDACTED]@ethics.ok.gov

From: ethics <[REDACTED]@ethics.ok.gov>
Sent: Tuesday, May 7, 2024 9:53 AM
To: LeeAnne Bruce Boone [REDACTED]@ethics.ok.gov>
Subject: FW: [EXTERNAL] Pittman Case Correspondence

From: Ajay Pittman <ajay@[REDACTED]>
Sent: Monday, May 6, 2024 5:11 PM
To: ethics [REDACTED]@ethics.ok.gov>
Subject: [EXTERNAL] Pittman Case Correspondence

Greetings,

It is my hope this email reaches Director Boone and each Commissioner respectively. This email correspondence is to provide supplemental information regarding my current case. It is my sincere wish that this information provides additional content for your consideration. I appreciate all your help with this matter.

Respectfully,

—
Representative Ajay Pittman
Oklahoma House of Representatives District 99

[REDACTED]
Oklahoma City, OK [REDACTED]
[https://link.edgepilot.com/s/d7b7bfb2/GIEKiv-E00689QQAbbzKOA?u=https://repajaypittman.com/ajay.pittman@\[REDACTED\]](https://link.edgepilot.com/s/d7b7bfb2/GIEKiv-E00689QQAbbzKOA?u=https://repajaypittman.com/ajay.pittman@[REDACTED])
405-[REDACTED] Capitol Office
405-[REDACTED] District Office

Links contained in this email have been replaced by ZixProtect Link Protection. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.



Vice Chair - Tourism
Vice Chair - Oklahoma Legislative Black Caucus

National Committees:

- National Caucus of Native American State Legislators, - *Health Co-Chair*
- National Caucus of Native American State Legislators, - *Secretary*
- NOBEL Women - *2nd Vice Chair*

Local Committees:

- Vice Chair - Oklahoma Legislative Black Caucus
- Co-Chair - Native American Caucus
- State-Tribal Relation
- MAP Future Caucus, Co-Chair
- Agriculture & Rural Development
- Appropriations & Budget
- Transportation
- Health



Representative Ajay Pittman

Oklahoma City, OK

May 6, 2024

Oklahoma Ethics Commission

2300 N Lincoln Blvd., Room

Oklahoma City, OK 73105

Dear Ethics Commissioners and Executive Director,

I am writing to express my sincere remorse regarding the negligence of my former Certified Public Accountant (CPA) in the mishandling of the filing of my campaign ethics reports. After I was informed of the issue, I took immediate action by changing my designated filing agent, who assisted me in rectifying the previous accounts.

I am aware that one of Director Boone's priorities is to enhance ethics education, and I wholeheartedly applaud this initiative. Unfortunately, under the previous administration dating back to the filing of my first campaign committee in 2018, I was not educated on the requirement to maintain 3-5 years of records once a campaign committee is closed. It was only brought to my attention upon notification of a complaint, which prompted an investigation.

Throughout the investigation, my team and I fully cooperated with the General Counsel. However, the instructions provided were vague, and there was a lack of correspondence and guidance from August 2023 to March 2024 detailing the specific receipts required. This lack of clarity significantly hindered our ability to gather the necessary documents, resulting in unaccounted expenditures.

I want to emphasize that it has always been my intention to be in compliance while serving in my legislative capacity. Moreover, I began to seek to rectify the situation by corresponding with an officer of the commission, seeking a new financial consultant and seeking legal consultation.

I must declare that the proposed repayment amount, in addition to a steep scale of fines and fees, has already created a financial hardship due to the fact that my current salary is my only source of income. This is determined by an independent committee, which is public record, that my salary is capped as a public servant, with no foreseeable increase.

Please take into strong consideration that I am also one of the primary caretakers for my grandfather, who is undergoing treatment for aggressive prostate cancer and seeking alternative treatments to mitigate additional medical bills.

Therefore, I humbly request the leniency of the commission to modify my fines and fees to a minimal cost and establish a reasonable payment plan that will help me remain in compliance, in order to prevent any additional pursuit to obtain the fines and fees. I also request to extend the timeline until after the legislative session ends. This will allow me the opportunity to focus on the search for additional documentation due to many factors in addition to having to vacate the previous office space which caused our campaign team to be displaced.

I am open to attending additional meetings with the new administration to receive further information, education and recommendations. My desire is to be accountable for the mistakes that were made in filing my financial reports by my previous financial officer. This experience has been a tremendous learning opportunity for myself and my team.

Moving forward, I am committed to ensuring full compliance with all ethical and legal requirements. I appreciate your understanding and consideration. I look forward to working with an assigned compliance officer designated by the commission.

Thank you for your prompt assistance in this matter.

Sincerely,

Representative Ajay Pittman

May 5, 2024

Re: Pittman Group Tenancy

To Whom it may concern:

This letter is in reference to the office building located at 4801 N. Classen Blvd Oklahoma City, OK in which Representative AJay Pittman of House District 99 occupied office space from 2017/18 until the building was closed. Unfortunately, the building suffered from continuous water intrusion over a span of 3 years + due to having a flat roof with seams that would not seal and because of this a major portion of the building suffered from various stages of mold and permanent water saturations which could not be reversed, identified as such in late 2019.

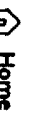
Due to this issue and other building concerns and while simultaneously entering the shutdown season of the Pandemic 2020, the building was vacated over the course of sometime by all tenants. After being vacated the building was never occupied again and was eventually torn down and now no longer remains.

Hoping this gives some insight into any concerns as it relates to such.

Thanking you in advance,

D. Hill
Building Manager

INFO



Home



New



Open

Pittman Group Tenancy

E-mail attachment

C:\Users\369711\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\YRREVP4\Pittman Group Tenancy.docx

Info

Save

Save As

Save as Adobe PDF

Print

Share

Share as Adobe PDF link

Export

Close

Save As

Read-Only Document

This file has been opened in read-only mode. Changes cannot be made to the original file.

Protect Document

Control what types of changes people can make to this document.

Inspect Document

Before publishing this file, be aware that it contains:

- Document properties

Version History

View and restore previous versions.

Manage Document

There are no unsaved changes.

Properties

Size 12.6KB

Pages 1

Words 178

Total Editing Time 12 Minutes

Title Add a title

Tags Add a tag

Comments Add comments

Template Normal.dotm

Status Add text

Categories Add a category

Subject Specify the subject

Hyperlink Base Add text

Company Specify the company

Related Dates

Last Modified 5/6/2024 5:09 PM

Created 5/6/2024 4:31 PM

Last Printed

Related People

Manager Specify the manager

Author Add an author

Last Modified By



Anastasia Pittman

Show Fewer Properties

EXHIBIT

11111

C



OKLAHOMA
Ethics Commission

June 3, 2025

Ajay Pittman
[REDACTED]
[REDACTED]

AJAY@[REDACTED]

AJAY@[REDACTED]

Re: Settlement Agreement in Case No. 2022-25

Representative Pittman:

As you know, your May 20, 2024, Settlement Agreement with the Ethics Commission required you to make restitution to your campaign account. A copy of that Agreement is attached. Specifically, on or before May 31, 2025, you were to reimburse \$12,000 by certified check to the campaign funds for AjayforHouse99 2022. Of course, that campaign account has since been closed so the current campaign account, AjayforHouse99 2024 would be the correct repository. The Settlement also required payment to be made from your own personal funds and to provide proof of such payment to the Ethics Commission.

Please submit the following by 4:00 pm on Friday, June 6, 2025:

1. Proof of the deposit of \$12,000 into the campaign account (bank receipt *and* printout from online banking showing the transaction date, account name and account number); and
2. Proof that the \$12,000 was withdrawn from your own personal funds (printout from online banking that shows the account name, account number, and date of transaction).

You can submit these documents in person or by email. Thank you for your prompt attention to this matter.

/s/ Margaret C. Kerr

Margaret C. Kerr, General Counsel
OKLAHOMA ETHICS COMMISSION
2300 N. Lincoln Blvd., G27
Oklahoma City, OK 73105
Office 405-522-2517
[REDACTED]@ethics.ok.gov

Letter only by mail;

Letter with Settlement Agreement by email.

EXHIBIT

D-1

Margaret Kerr

From: Ajay Pittman <ajay@[REDACTED].com>
Sent: Thursday, June 12, 2025 9:51 AM
To: Margaret Kerr
Cc: ajay@[REDACTED].com; [REDACTED]
Subject: Re: [EXTERNAL] Re: Settlement letter
Attachments: Sovereign Check .png; Oklahoma's Credit Union Check .png; 0125 Bancfirst Bank statement pdf.pdf; 052024 Bancfirst Bank Statment .pdf; 0824 Banfirst Bank statement .pdf; sovereign check 2.pdf

Dear Ms. Kerr and Members of the Ethics Commission,

I hope this message finds you well.

In response to your June 3, 2025, letter regarding the restitution requirement outlined in the Settlement Agreement for Case No. 2022-25, please find attached the bank documentation reflecting the deposits made into my campaign account, AjayforHouse99 2024.

The following deposits have been made from my personal funds:

- \$5,000 on May 31, 2024
- \$5,000 on August 13, 2024
- \$2,500 on January 27, 2025

These deposits total \$12,500. However, it appears there was a misunderstanding regarding the application of the initial \$5,000 deposit made on May 31, 2024. I had mistakenly believed that this deposit counted toward the \$12,000 total due by May 31, 2025, which is why I made my final contribution prior to the 2025 legislative session. Unfortunately, I have since learned that the initial deposit was not applied as I intended, which means I currently remain \$4,500 short of the required restitution.

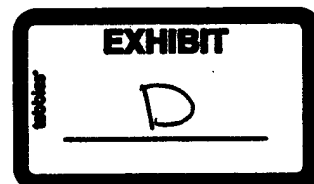
My team and I have been in ongoing communication with Commission staff in an effort to fully comply with the terms of the agreement. In that same spirit of compliance and good faith, I am formally requesting a 30-day extension to provide the remaining balance.

I respectfully ask the Commission to consider my request in light of the continued financial hardship I face. As a public servant compensated only once per month by the State of Oklahoma, I have worked diligently over the past year to contribute the amounts reflected in the attached documentation through personal means. It was my full intention to meet the May 31 deadline in good faith.

Thank you for your time and continued patience. I am committed to fulfilling the terms of the Settlement and greatly appreciate your understanding and support in this matter.

Respectfully,

On Fri, Jun 6, 2025 at 8:36 AM Margaret Kerr <[REDACTED]@ethics.ok.gov> wrote:



Respectfully,

Representative Ajay Pittman

Oklahoma House of Representatives District 99

[REDACTED],

Oklahoma City, OK [REDACTED]

<https://repajaypittman.com/>

[ajay.pittman@\[REDACTED\]](mailto:ajay.pittman@[REDACTED])

405-[REDACTED] Capitol Office

405-[REDACTED] District Office

On Tue, Jun 3, 2025 at 12:12 PM Margaret Kerr <[REDACTED]@ethics.ok.gov> wrote:

Hi Ms. Pittman.

Please see the attached.

Margaret C. Kerr, General Counsel

OKLAHOMA ETHICS COMMISSION

2300 N. Lincoln Blvd., G27

Oklahoma City, OK 73105

Office 405-[REDACTED]

[REDACTED]@ethics.ok.gov

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

Sovereign BANK

REMITTER
AJAY PITTMAN

DATE 08/13/2024

PAY TO THE ORDER OF AJAY FOR HOUSE 99 2024

\$ 5,000.00

**** Five Thousand and 00/100****

This document has a colored background and microprinted line, absence of these features will indicate a copy

CASHIER'S CHECK

MEMO

Repayment

Yvette R...



EXHIBIT

E

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

207755

Sovereign BANK

REMITTER
AJAY PITTMAN

DATE 01/27/2025

PAY TO THE ORDER OF AJAY FOR HOUSE 99 2024

\$ 2,500.00

**** Two Thousand Five Hundred and 00/100 ****

This document has a colored background and microprinted line; absence of these features will indicate a copy

CASHIER'S CHECK

MEMO

Repayment



Guille Rina



Dir 1 251 1



24-Hour
Automated
Account Information



To Oklahoma & You™

██████████
AJAY FOR HOUSE99 2022
XXX HOLD MAIL - SEND TO BRANCH XXX

PAGE 1

ACCOUNT NUMBER
██████████
STATEMENT DATE
1/31/25



PRIVACY NOTICE

Federal law requires us to tell you how we collect, share, and protect your personal information. Our privacy policy has not changed and you may review our policy and practices with respect to your personal information at www.bancfirst.bank or we can mail you a free copy upon request by calling us at ██████████ or your local BancFirst location.

BUSINESS ESSENTIALS

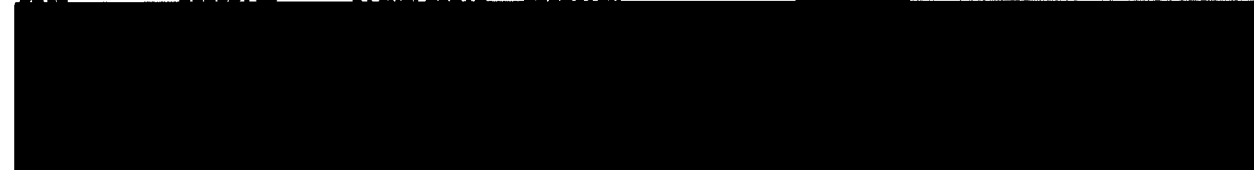
Beginning Balance	1/01/25	██████████
Deposits / Misc Credits	2	
Withdrawals / Misc Debits	10	
** Ending Balance	1/31/25	██████████

Service Charge
Enclosures

3.00
1



DEPOSITS			
Date	Deposits	Withdrawals	Activity Description
1/27	2,500.00		DEPOSIT
CARD ACTIVITY			
Date	Deposits	Withdrawals	Location



Continued on Reverse



www.bancfirst.bank



Member
FDIC

Statement Date: 1/31/25

PAGE 3

CHECKING DEPOSIT		CASH (including coin)	
Date: 1-27-25		2500 00	
Name: Amy for 11 mos. 99 2024			
SHOW HERE IF RECEIVING CASH FROM DEPOSIT			
TOTAL ITEMS		SUBTOTAL	
TOTAL		TOTAL	
1/27/2025 AM		1 2500 00	
\$ 2,500.00			

Deposit Date: 1/27/2025 Amount: \$2500.00

Margaret Kerr

From: [REDACTED] <[REDACTED]@banksovereign.com>
Sent: Thursday, June 12, 2025 4:03 PM
To: Margaret Kerr
Cc: Jeremy Rogers
Subject: [EXTERNAL] RE: possible fraudulent check

Good Afternoon Margaret,

I do not have any record of check #207755 being issued by Sovereign Bank.

[REDACTED]
Sovereign BANK [REDACTED]
[REDACTED]

From: Margaret Kerr <[REDACTED]@ethics.ok.gov>
Sent: Thursday, June 12, 2025 2:31 PM
To: [REDACTED]@s.bank>
Cc: Jeremy Rogers [REDACTED]@ethics.ok.gov>
Subject: possible fraudulent check

You don't often get email from [REDACTED]@ethics.ok.gov. [Learn why this is important](#)

[REDACTED]
Hi [REDACTED]

Thank you for speaking with me today. Attached are copies of the two checks, one of which we believe is fraudulent. Any information you can provide is appreciated.
Thank you.

Margaret C. Kerr, General Counsel
OKLAHOMA ETHICS COMMISSION
2300 N. Lincoln Blvd., G27
Oklahoma City, OK 73105
Office 405-522-2517
[REDACTED]@ethics.ok.gov

This electronic mail message is intended exclusively for the individual or entity for which it has been addressed. This message together with any attachment, may contain confidential and privileged information. Any unauthorized review, use, print, retain, copy, disclosure or distribution is strictly prohibited. If you have received this message in error, please immediately advise the sender and delete all copies of this message. Thank You!





CHECKING DEPOSIT

☐ CASH (including coin) ▶

2500 00

Date

1-27-25

Name

Amy for House 99 2024

SIGN HERE IF RECEIVING CASH FROM DEPOSIT

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT

ACCOUNT NUMBER

TOTAL
ITEMS

SUBTOTAL ▶

☐ LESS CASH RECEIVED ▶

TOTAL

\$ 2500 00

1/27/2025 PM

NOT WRITE BELOW THIS LINE

\$ 2,500.00

Account:

Serial:

Amount:

Sequence:

Date:01-27-2025 TR:

DC:

TC:

CaptureSequence:

OSAGE NATION

AMERICAN HERITAGE BANK

***Two Thousand Five Hundred and 00/100 Dollars

1/17/2025

\$2,500.00

PAY
TO THE
ORDER
OF

AJAY FOR HOUSE 99 2024

OKLAHOMA CITY, OK

Stephen A. Henshaw

M. W. Henshaw



Account:

Serial:

Amount:\$2,500.00

Sequence:

Date:01-27-2025 TR:

DC:

TC:

CaptureSequence:

EXHIBIT

H



OKLAHOMA ETHICS COMMISSION

PHONE: (405) 521-3451 • FAX: (405) 521-4905 • WEBSITE: WWW.OK.GOV/ETHICS

CANDIDATE COMMITTEE CONTRIBUTIONS AND EXPENDITURES REPORT

AMENDED: NO

Full Legal Name of Candidate (Last, First, Middle) AJAY PITTMAN	Ethics Number 11410
Full Name of Committee AJAY FOR HOUSE99 2024	
Complete Name of Office Sought STATE REPRESENTATIVE, DISTRICT 99	Special or General Election Date 11/5/2024
Type of Report 2025 1ST QUARTER REPORT	Reporting Period: 01/01/2025 - 03/31/2025

- ☐ **NO ACTIVITY.** This Committee did not receive any funds or contributions, incur any loans, or expend any funds during this reporting period.
- ☐ **FINAL REPORT.** This Committee dissolved in accordance with the Ethics Rules and has no funds remaining.
- ☐ **DEBT.** This Committee dissolved with outstanding debt which was resolved as indicated on Schedule J.

SCHEDULE SUMMARY		REPORTING PERIOD TOTAL	AGGREGATE TOTAL
1.	REPORTING PERIOD BEGINNING BALANCE:	\$1,910.01	
2.	Surplus Funds Transferred from Prior Committee [Schedule B]	\$0.00	\$209.42
3.	Monetary Contributions from Individuals [Schedule A]	\$42.63	\$36,163.63
4.	Monetary Contributions from PACs [Schedule A]	\$500.00	\$12,450.00
5.	Monetary Contributions from a Political Party [Schedule A]	\$0.00	\$200.00
6.	All Other Funds [Schedule B]	\$2,500.00	\$9,524.48
7a.	Loans [Schedule C]	\$0.00	\$0.00
7b.	Loan Forgiveness [Schedule C]	\$0.00	\$0.00
8.	TOTAL FUNDS RECEIVED:	\$3,042.63	\$58,547.53
9.	In Kind Contributions [Schedule D]	\$0.00	\$0.00
10.	Transfer of Assets from Prior Committee [Schedule B]	\$0.00	\$0.00
11.	TOTAL FUNDS AND IN KIND CONTRIBUTIONS RECEIVED:	\$3,042.63	\$58,547.53
12.	Campaign Expenditures Made [Schedule E]	\$3,258.83	\$48,792.07
13.	Contributions to Candidate Committees [Schedule E]	\$0.00	\$0.00
14.	Officeholder Expenses [Schedule F]	\$0.00	\$8,061.65
15.	Surplus Funds [Schedule H or Schedule B for transfers to new committee]	\$100.00	\$100.00
16.	TOTAL FUNDS EXPENDED:	\$3,358.83	\$56,953.72
17.	In-Kind Expenditures [Schedule E or Schedule H for In-Kind Surplus Funds]	\$0.00	\$0.00
18.	Transfer of Assets to New Committee [Schedule B]	\$0.00	\$0.00
19.	Refunds issued [Calculated in Schedules A and B]	\$0.00	\$0.00
20.	Debt from Prior Committee		\$0.00
21.	REPORTING PERIOD ENDING BALANCE: [Line 1 + Line 8 - Line 16]	\$1,593.81	

By signing, electronic or otherwise, my name below, I, acknowledge that the information submitted is complete, true and accurate as of the date submitted. I understand the failure to provide such information is a violation of the Ethics Rules of Oklahoma. I understand that I can update the information above at any time by filing an amended Contributions and Expenditures Report.

4/30/2025

Date submitted

AJAY PITTMAN

Officer's signature



OKLAHOMA ETHICS COMMISSION

PHONE: (405) 521-3451 • FAX: (405) 521-4905 • WEBSITE: WWW.OK.GOV/ETHICS

SCHEDULE B - TRANSFERS AND OTHER FUNDS RECEIVED

AMENDED: NO

Full Legal Name of Candidate (if applicable) AJAY PITTMAN	Full Name of Committee AJAY FOR HOUSE99 2024	
Type of Report 2025 1ST QUARTER REPORT	Reporting Period 01/01/2025 - 03/31/2025	Ethics Number 11410

Date	Type of Other Funds or Transfers	Description	Amount	Reporting Period Total	Aggregate Total
1/27/2025	Other Funds Accepted: Individual PITTMAN, AJAY [REDACTED] OKLAHOMA CITY, OK [REDACTED] LEGISLATOR STATE OF OKLAHOMA		\$2,500.00	\$2,500.00	\$2,500.00