



OKLAHOMA ETHICS COMMISSION

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

In the matter of:)	
)	Ethics Commission
Citizens of Tulsa, LLC,)	Case No. 2018-15
Respondent.)	

SETTLEMENT AGREEMENT

This matter was initiated by the Oklahoma Ethics Commission (“Commission”) on July 13, 2018, pursuant to Rule 6.7 of the Oklahoma Ethics Commission Rules.

NOW, THEREFORE, the Commission and the Respondent agree as follows:

1. The Commission has jurisdiction over the Respondent and the subject matter of this proceeding.
2. Respondent enters voluntarily into this agreement with the Commission.
3. Respondent was formed and registered with the Secretary of State by its members, George S. Sharp and Collin D. Sharp, as an Oklahoma limited liability company on June 5, 2018.
4. On or about June 7, 2018, Respondent contracted to have communications on eight electronic billboards throughout the Tulsa area, to run for 13 months, with an option to cancel after 6 months with 30 days written notice.
5. These communications, costing in excess of \$5,000 in the aggregate, stated, “NO MORE JUDGE MORRISSEY” and had two checked boxes next to the words “VOTE NO”.
6. The bottom of each billboard stated it was “PAID FOR BY CITIZENS OF TULSA”.
7. On or about September 14, 2018, Respondent contracted to have communications on one poster billboard on or around 612 S. Denver Ave. in Tulsa.
8. The poster billboard cost \$900 and contained the same language as the eight electronic billboards. Respondent reported this expenditure on September 21, 2018.
9. On or about October 28, 2018, Respondent contracted to have communications in the form of electronic advertisements on Facebook.
10. The electronic advertisements on Facebook cost \$500 and contained similar language to the eight electronic billboards and the poster billboard. Specifically, the electronic advertisements on Facebook stated they were “PAID FOR BY CITIZENS OF TULSA.” Respondent reported this expenditure on November 5, 2018.

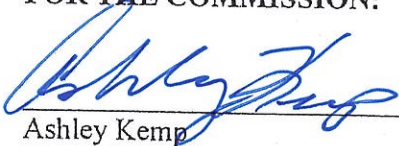
11. On or about October 28, 2018, Respondent started communications in the form of electronic statements posted on Twitter. Respondent did not pay for the electronic communications on Twitter, and the communications contained similar language to the eight electronic billboards and the poster billboard. Specifically, these electronic communications stated they were “PAID FOR BY CITIZENS OF TULSA.”
12. These ads and communications constitute “independent expenditures”, pursuant to Ethics Rule 2.2(10).¹
13. Ethics Rule 2.107 requires, “Any person, other than an individual...that makes an independent expenditure of Five Thousand Dollars (\$5,000) or more in the aggregate at least fifteen (15) days prior to any election shall be required to file a report with the Commission at the same time that candidate committees are required to file pre-election reports for the applicable election.”
14. Pursuant to Ethics Rule 2.107, Respondent was obligated to file a report of the independent expenditures for the electronic billboards during the period June 12-18, 2018, at the same time candidates filed pre-primary reports, for expenses incurred during the period April 1, 2018-June 11, 2018. A
15. Respondent did not file a report of these independent expenditures until July 26, 2018, after Respondent received notice of the Commission’s complaint and investigation in the captioned matter.
16. Ethics Rule 2.58 requires that “[w]henver an independent expenditure or electioneering communication is made for the purpose of a communication through Internet advertising, direct mail, magazine advertisement, newspaper advertisement or any other printed medium, the communication shall state in writing of sufficient size and contrast to be clearly readable by the recipient of the communication: “Not authorized by any candidate or candidate committee. Authorized and paid for by” to be followed by the name of the

¹ “Independent expenditure” is defined in pertinent part as, “an expenditure made by a person for a communication expressly advocating the election or defeat of a clearly identified candidate or a vote for or against the retention of a judicial retention candidate that is not made in coordination with, cooperation with, consultation with, or concert with, or at the request or suggestion of, a candidate, a candidate committee, or their agents, or a political party committee or its agents.” Ethics Rule 2.2(10).

person who paid for the communication, the person's permanent street address and telephone number."

17. In order to settle this complaint and investigation, Respondent agrees that within 30 days of the effective date of this Agreement, to pay six thousand dollars (\$6,000) to the General Revenue Fund of the State of Oklahoma, and furnish the Commission a copy of the receipt from the Oklahoma State Treasurer, as proof of such deposit.
18. This agreement shall become effective as of the date that all parties have executed this agreement and the Commission has approved this agreement at an official meeting.
19. This agreement constitutes the entire agreement between the parties on the matters raised within, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party that is not contained within this written agreement shall be enforceable.
20. This settlement agreement is limited to violations of Ethics Rules 2.58 and 2.107 resulting from the above-described actions of Citizens of Tulsa, LLC during the 2018 election cycle. This settlement agreement 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.

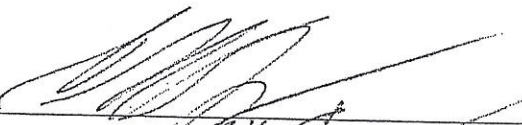
FOR THE COMMISSION:



Ashley Kemp
Executive Director

Date: 12/14/18

FOR THE RESPONDENT :

By 

Printed name: Mark Morgan
Its: Member Morgan
Date: 12/12/18