



OKLAHOMA ETHICS COMMISSION

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

In the matter of:)	
)	
Gus Blackwell and Friends of Gus Blackwell 2012,)	
)	
)	Ethics Commission
)	Case No. 2016-01
Respondents.)	

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") between the Oklahoma Ethics Commission ("Commission") and Respondents Gus Blackwell ("Blackwell") and Friends of Gus Blackwell 2012 ("Committee") is conditioned on approval by the Commission and will become effective upon such approval.

Commission and Respondent acknowledge the following:

1. That the Commission is authorized to litigate complaints in district court, pursuant to Article XXIX, Section 4(A) of the Oklahoma Constitution and Ethics Rules 257:30-1-4(b) and/or 6.18.
2. The Commission has authority to settle litigation, pursuant to Ethics Rules 257:30-1-4(b) and/or 6.18.
3. That on May 6, 2016, the Commission filed a petition against Respondents in the case styled *Oklahoma Ethics Commission v. Gus Blackwell, et al.*, Case No. CJ-2016-2342, in the District Court of Oklahoma County, State of Oklahoma ("Case").
4. The Case alleged Blackwell:
 - a. converted campaign funds held by the Committee to personal use by purchasing gasoline for non-campaign, non-officeholder, personal use in violation of Ethics Rule 257:10-1-20;

- b. paid for gasoline on trips while simultaneously receiving mileage reimbursement from taxpayer funds of the State of Oklahoma in violation of Ethics Rule 257:10-1-20;
 - c. failed to report in excess of \$8,000 in monetary contributions, in violation of Ethics Rules 257:10-1-9, 10-1-13, and 10-1-14;
 - d. failed to report expenditures for mileage reimbursement in violation of Ethics Rules 257:10-1-9, 10-1-13, and 10-1-14;
 - e. filed false contribution and expenditure reports with the Commission in violation of Ethics Rules 257:10-1-9, 10-1-13, and 10-1-14;
 - f. submitted false mileage logs to the Commission, in violation of Ethics Rule 257:10-1-9(d); and
 - g. This settlement agreement is to avoid the cost and uncertainty of litigation and represents the desire of the parties to settle the matter amicably. There is no admission of liability by Mr. Blackwell for any of the allegations made against him by the Oklahoma Ethics Commission. It is further agreed that nothing in this settlement agreement is to be construed as acknowledging liability nor to have any impact itself on Mr. Blackwell's lobbying license or permit or retirement benefits.
5. That to settle the Case and any and all other matters related to him and his Committee, Blackwell agrees, within sixty (60) days of the effective date of this Agreement, (1) to pay Twenty-Five Thousand Dollars (\$25,000.00) to the Oklahoma State Treasurer for deposit to the General Revenue Fund and provide a receipt from the Treasurer as proof of such deposit, and (2) to pay Six Thousand Dollars (\$6,000.00) to the Oklahoma Ethics Commission for attorney fees, costs and other expenses and fees incurred.

