

BEFORE THE ETHICS COMMISSION
STATE OF OKLAHOMA

In the Matter Of:)
)
Make Oklahoma Great Again,) Case No. 2020-03
Political Action Committee)
)
And)
)
Jonathan Bennett Krems,)
Treasurer of)
Make Oklahoma Great Again)
)
Respondent(s).)

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is between the Oklahoma Ethics Commission ("Commission") and Make Oklahoma Great Again, Political Action Committee, ("MOGA") and Jonathan Bennett Krems, Treasurer of Make Oklahoma Great Again, Political Action Committee, ("Krems" or together with MOGA as "Respondents" or 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 MOGA is or was a Political Action Committee registered with the Federal Election Commission, and Respondent Krems is or was the treasurer of said MOGA;

WHEREAS the Commission has jurisdiction over the Respondents and the subject matter of this Agreement;

WHEREAS the Respondents as both a political action committee and a treasurer for said committee, were and are subject to the Oklahoma Ethics Rules at all times relevant to the violations of the Ethics Rules;

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.

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. Payment of 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 Respondents agree to pay civil penalties in accordance with Ethics Rule 6.13 a cumulative total of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). The Parties agree that the payment constitutes full compensation for all of the Commission's claims against the Respondents including, but not limited to, failure to register as a political action committee with the Commission in the Guardian System, failure to file the required Reports of Independent Expenditures pursuant to Ethics Rule 2.107(B), failure to file reports disclosing contributions and expenditures of the PAC in the Guardian.

In the interest of resolving this matter, the Respondents agree to pay as follows:

- i. No later than July 31, 2024, Respondents shall pay, by cashier's check made payable to the State of Oklahoma General Revenue Fund, the amount of Two Thousand Dollars and Zero Cents (\$2,000.00) and shall deliver proof of said payment to the Commission. These funds shall not be paid from any campaign fund account(s), but from Respondent's own personal fund account(s); and
- ii. Beginning no later than August 30, 2024, and monthly thereafter on or before the last day of each and every month through June 30, 2026, Respondents shall pay by cashier's check, to the State of Oklahoma General Revenue Fund, the amount of One Thousand Dollars and Zero Cents (\$1,000.00), and shall deliver proof of said payment to the Commission.

These funds shall not be paid from any campaign fund account(s), but from Respondent's own personal fund account(s).

- b. **Statement of Responsibility.** Upon execution of this Agreement, Respondent Krems admits responsibility for the violations of the Oklahoma Ethics Rules described herein and agrees that prior to representation of any PAC in the future, Krems is to receive education and training as specified by the Ethics Commission regarding these violations. Actions taken that violated the Ethics rules include, but are not limited to:
 - i. Failure to register MOGA as an Oklahoma PAC in the Guardian in violation of Ethics Rules 2.80 and 2.98;
 - ii. Failure to file reports disclosing contributions and expenditures of the PAC in the Guardian in violation of Ethics Rules 2.2(7), 2.2(10) and 2.79; and
 - iii. Failing to file Reports of Independent Expenditures in the Guardian. in violation of Ethics Rules 2.103, 2.100 and 2.105.
3. **Sufficient Consideration; Release of Claims.** This Agreement fully satisfies the interest of the Commission in this matter, and releases Respondents from any further liability for the actions in the notices of allegations as of the Effective Date of this Agreement related to Case No. 2020-03. 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 Respondents 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 Respondents, 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 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.
 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.

¹ Disparage, Merriam-Webster.com Dictionary. Merriam-Webster, <https://www.merriamwebster.com/dictionary/dsparage> (May 13, 2024).

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
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

Lee Anne B B
Signature

6/14/2024
Date

Jonathan Bennett Krems as Treasurer of Make Oklahoma Great Again, PAC

Jonathan B Krems
Signature

6/13/2024
Date

Jonathan Bennett Krems, Individually

Jonathan B Krems
Signature

6/13/2024
Date