

BEFORE THE WASHINGTON STATE  
EXECUTIVE ETHICS BOARD

In the Matter of:

██████████

Respondent.

No. 2014-078

STIPULATED FACTS,  
CONCLUSIONS OF LAW AND  
AGREED ORDER

THIS STIPULATION is entered into by Respondent, ██████████, and Board Staff of the WASHINGTON STATE EXECUTIVE ETHICS BOARD (Board) through Kate Reynolds, Executive Director, pursuant to chapter 42.52 RCW, chapter 34.05 RCW, and WAC 292-100-090(1). The following stipulated facts, conclusions of law, and agreed order will be binding upon the parties if fully executed, and if accepted by the Board without modification(s), and will not be binding if rejected by the Board, or if the Respondent does not accept the Board's proposed modification(s), if any, to the stipulation. This stipulation is based on the following:

**A. STIPULATED FACTS**

1. On November 21, 2014, the Executive Ethics Board (Board) received a complaint referred by the State Auditor's Office (SAO) alleging that ██████████ Scuba Instructor at Washington State University (WSU), may have violated the Ethics in Public Service Act by conducting activities incompatible with his official duties and using state resources for his personal benefit in regards to his personal business, Clearwater, LLC.

2. ██████████ enrolled in the WSU scuba course in the Fall Semester 1978/1979 and became a certified scuba instructor in 1982. Beginning in Fall of 1982, he began teaching scuba lab

sections under the supervision of Mr. Demers. [REDACTED] assumed responsibility for teaching lecture and labs sections for course in 1984 when Mr. Demers left the program.

3. When [REDACTED] was hired in 1984 to teach scuba, it was as a part-time, at will, temporary employee. The temporary position as a scuba instructor at WSU was renewed each semester until around the fall of 1989 when Department of Physical Education, Sport, and Leisure Studies (PESLS) Chair Larry Bruya stopped paying [REDACTED] any compensation for teaching the course, citing budget constraints. [REDACTED] continued teaching scuba classes with no compensation from the Fall of 1989 until approximately Fall 1995. During that same timeframe, [REDACTED] paid other instructors who were teaching the WSU labs out of his own personal funds, at the direction of Mr. Bruya and Mr. Bob Peavy, Director Physical Education Activities (PEACT). Beginning about Fall 1995, WSU resumed compensating [REDACTED] and other instructors for their part time work teaching the scuba lectures. [REDACTED] employment as a WSU scuba instructor was always separate and distinct from his faculty appointment as an Associate Professor in the Natural Resource Science Department, which began in 1992.

4. [REDACTED] role as primary instructor for the scuba course was to teach the lecture portion of the class, monitor the dive labs to ensure the lab instructors were following NAUI training requirements, record student's grades obtained by the lab instructors and coordinate lecture and lab topic schedules. [REDACTED] responsibilities as the primary instructor did not include direct supervision of the lab instructors such as time keeping, performance evaluation and hiring. That responsibility fell to Cedric Price (Mr. Price), WSU Director of PEACT since 2000.

5. At the time [REDACTED] started participating in the scuba course in the early 1980's, most students taking the course purchased soft goods from Dr. Demers. "Soft goods" designates personal items (mask, snorkel, fins) that do not lend themselves to sharing among multiple students. This was an

established practice going back to the late 1960s when WSU initiated the class. WSU supplied "hard gear" such as tanks, regulators, gauges, weight belts, etc. as well as air fills and students provided their own soft gear. By the time [REDACTED] enrolled in the class, the hard scuba equipment was already in poor condition. By 1987, equipment deterioration and attrition was so great that it appeared WSU would no longer be able to offer the scuba course because of lack of safe and adequate equipment. In response, PEACT Director Peavey attempted to locate scuba stores or operations that would be willing to make scuba gear available for rent, either to the University or the students, but was unable to find any willing vendors.

6. According to [REDACTED], he proposed to Mr. Peavy in 1987 to rent hard scuba gear to students enrolled in the WSU scuba course. As described below, such rentals began in Spring 1988 and continued until the end of 2015. For the entire duration of the time he taught scuba classes at WSU, [REDACTED] continually and repeatedly sought guidance and advice from WSU administrators and WSU Attorneys General, and, with some recommended changes, approval of the arrangement was always granted.

7. [REDACTED] indicated in his response that his offer to provide rental equipment from his personal business, Clearwater, to students taking the class was for the purpose of preserving the WSU scuba program. On September 25, 1987, [REDACTED] presented, with assistance from PEACT Director Bob Peavy, his proposal to the WSU PESLS Department faculty meeting. At the meeting, the PESLS faculty unanimously approved [REDACTED] proposal. [REDACTED] and Mr. Peavy then took the proposal to WSU Assistant Attorney General Paul Tanaka and to WSU Director of Purchasing, Perry Triplett, who both reviewed and approved the proposal, with the stipulations that 1) students were free to use any vendor of their choosing and that 2) students should be informed of their rights to use other vendors at the beginning of every class. [REDACTED] indicated in his response to the Board staff that he

has complied with Mr. Tanaka's conditions without exception since he has started supplying scuba gear to his students.

8. [REDACTED] was hired in a faculty position in the Department of Natural Resource Sciences (now the School of the Environment), which he still holds, at WSU in 1992. When the Washington State Ethics in Public Service Act was enacted in 1995, [REDACTED] and WSU again reviewed the situation. In January of 1995 WSU's Assistant Attorney General Jennifer Geller (AAG Geller) evaluated all aspects of the program and [REDACTED] involvement in providing scuba gear to currently enrolled students. After AAG Geller's review of the scuba program she proposed three options:

**Option 1:** Eliminate WSU involvement in the scuba equipment sale or rental.

**Option 2:** Select a vendor to come on campus to rent and sell equipment.

- Under this option, Clearwater would probably not be eligible as the vendor.

**Option 3:** Special Course Fee

- Students would pay this "Special Course Fee" to WSU.
- Any financial transaction then would be between WSU and the vendor.
- The same ethics issue raised in Option 2 would have to be considered, (Clearwater would probably not be eligible as the vendor.)

AAG Geller summarized that that all three options seemed viable and all have pros and cons. She believed Option 1 to be the option with the fewest complications and opined that it was in compliance with the Ethics Law. [REDACTED] has relied on that determination, and subsequent evaluations by WSU administrators and counsel, to guide his activities in this regard.

9. In August of 1995, WSU and Clearwater entered into a Memorandum of Understanding (MOU) with the terms under which Clearwater would supply rental and sales of scuba equipment to

students enrolled in the scuba course. Under the MOU, Clearwater had the right to sell or rent scuba equipment to students enrolled in any university scuba course, including the course taught by Dr.

██████████ on university property for the fall semester of 1995. The MOU indicated in part:

- Clearwater shall tell students both orally and in writing that students have an option to rent or purchase scuba gear from other vendors.
- Clearwater cannot have any commercial displays and shall only sell or rent in the designated areas.
- Clearwater shall clearly communicate that WSU does not offer certification dives as part of the scuba courses and that Clearwater cannot offer certification dives to students until the conclusion of the course and that any certification dive is not in any manner, directly or indirectly, required by or conducted by the university.
- Students are responsible to purchase air tank fills and that Clearwater may supply air fills for students enrolled in the scuba courses on WSU property.
- On the first day of each session, Clearwater shall provide to each student written information regarding the cost for needed equipment rental and sales and the cost of the certification dive and that the certification dive is not a part of the WSU scuba course.
- Equipment cost comparison of at least two vendors of scuba equipment in the State of Washington with at least one of the vendors located within 150 miles of Pullman shall be submitted to the University no later than the first day of the semester.
- The MOU required Clearwater to disclose to students the cost of certification, if provided, separate and apart from the costs associated with the WSU course.

10. The MOU expired at the end of the Fall 1995 term and was never renewed based on AAG Geller's recommendation. Ms. Geller explicitly noted to ██████████ her opinion that continuation of a contract or MOU with Clearwater would potentially pose problems. However, she noted to Dr. ██████████ her determination that, because any contracts with students were private contracts and not with the state, such contracts would be in compliance with the newly passed Ethics legislation. Ms. Geller noted that Clearwater could continue to use the scuba room for equipment storage, air fills, and associated activities to support the class, as this was for the "safety and convenience of students". She also noted that the conditions in the 1995 MOU should govern the provision of rentals and sales to

students, as well as Clearwater use of the scuba room. Based on the information he received from Attorney General Jennifer Geller and WSU administrators, [REDACTED] believed that he was in full compliance with the ethics laws without the existence of a written contract. [REDACTED] has operated in compliance with the terms noted by the AG and with that understanding and belief ever since.

11. The WSU scuba program and its relationship with Clearwater have undergone many subsequent reviews over the years after 1995. One of those reviews occurred in 2002 when College of Education (COE) Dean Judy Mitchell expressed concern with the potential appearance that a faculty member (Dr. Moore) might be receiving a special privilege in an arrangement that enabled his private company (Clearwater) to provide the tanks and air fills to students and allowing this equipment to be housed on campus. Dean Mitchell and the new PEACT Director, Cedric Price, contacted the WSU AG as well as other scuba businesses in the Pullman and Spokane areas, and were only able to locate one business that would even provide quotes for supplying equipment to students. WSU administrators determined that these costs and availability were unreasonable compared to [REDACTED] company. WSU leadership made the decision to continue the arrangement with [REDACTED] and his company.

12. Another review occurred in 2008, when a student complained about not being allowed to participate in open water dives conducted by [REDACTED]. This triggered a university review that was led by COE Associate Dean, Len Porter, who contacted the WSU AG. Dr. Porter passed comments from the AG to [REDACTED], which included potential liability to WSU if a student was injured due to malfunctioning equipment provided by Clearwater, and noted that a course handout provided by Dr. [REDACTED] contained language that could be interpreted as a university endorsement of Clearwater. The AG suggested specific changes in the handout language and also noted that students should be provided a "Biographical Statement" in which [REDACTED] ownership of Clearwater was identified. In

July of 2008, ██████ responded to the University that he had made the recommended changes to the syllabus and handouts, and provided those materials to Dr. Porter, who approved their use.

13. ██████ indicated to Board staff that he had been using the course syllabus and handouts with the specific language, biographical statement, and format that was reviewed and approved by the WSU AG and administration since 2008. These materials were in use for the Fall 2013 semester handouts following which, in December of 2013, he was notified of the whistleblower complaint.

14. Since the 1995 MOU, and pursuant to the AG's instruction from that time going forward, at the start of every class for every semester, ██████ showed a presentation with price lists for equipment needed for the WSU scuba class for both Clearwater and other potential vendors. Dr. ██████ also provided verbal lists of scuba vendors within 100 miles of Pullman, including vendors in Lewiston and Coeur d'Alene, Idaho, Spokane, WA and further away, in Seattle, Washington. For price comparisons, his presentations did not name specific vendors, but gave amalgamated estimates of price based on research of these companies. He identified these companies collectively as "Brand X", without identifying individual companies or locations. Based on student requests for hard copies, Dr. ██████ provided a handout with these cost comparisons for the Fall 2013 semester. To the best of his recollection that was the only semester in which the cost comparison was provided in a hard copy format.

15. As required by the 1995 MOU, and as directed by multiple WSU counsel and administrators, the price comparison information provided in ██████ course also contained information about the costs for "certification". For students who opted to attend open water dives with ██████, his price comparison presentation and handout (for Fall 2013) clearly indicated that qualified WSU students could participate in open water dives outside of class time free of charge. The

handout clearly noted that certification and open water dives were not associated with WSU and had no bearing on any grades or other aspect of the WSU course.

16. The 2013 handout also provided information on how to order the scuba equipment students needed for the course, indicating that students “may complete the form along with your payment at your lab.” ██████ told Board staff that the reference to “your lab” was to a location not a time. In practice, student would bring completed forms to their respective labs where they would obtain their rental gear for their lab session.

17. The information ██████ provided to his students was beneficial to Clearwater, a company that he owns and operates.

18. ██████ told Board staff that he stopped providing students with the “Brand X” comparison handout or discussion mentioned above as soon as he was made aware by SAO investigators that it may not be appropriate, indicating his continued willingness and desire to comply with Ethics Laws.

19. Beginning in Spring 1988, at the specific instruction and requests of PESLS Chair Bruya and PEACTION Director Peavy, ██████ stored rental equipment and an air compressor for the scuba class in a room, designated as the “scuba storage room” located on the WSU campus at the Gibb Pool facility. In 1995, WSU Attorney Geller opined that the use of the storage of space was *de minimus*. This storage arrangement was at the behest of WSU management who opined that ██████ needed to store scuba equipment there because it would be unsafe to bring the air tanks and other equipment in and out of the area on a daily basis. WSU management and ██████ indicated that there is no convenient loading area next to the storage area located at Gibb Pool (room 12AA), and vehicle access to the nearest door is through a busy pedestrian-only walkway. WSU did not charge Dr. ██████ for use of this storage space until the Fall 2015 when ██████ initiated the fee payment. Other



instructors who taught lab sessions all stored personal items needed for teaching the class in the scuba storage room.

20. [REDACTED] told Board staff that, when the lab instructors were in the process of selling/renting or servicing Clearwater's equipment, they were paid by Clearwater as independent contractors and not by WSU.

21. The SAO investigation concluded that WSU allowed [REDACTED] to sell and rent equipment from his company, Clearwater, to students enrolled in WSU scuba courses. [REDACTED] was the supervising instructor in these courses.

22. The SAO investigation concluded that [REDACTED] received a special privilege by allowing him to promote his scuba business to his current students over other scuba businesses and being allowed to store equipment and products for sale and rent in a room located in the Gibb Pool facility. [REDACTED] provided evidence that multiple PEACT Directors attempted to gather pricing information from other scuba businesses to provide the equipment students needed to complete the scuba course. On all three occasions PEACT Directors sought additional alternative vendors, in the 1980's, in 2002 and in 2015, they were unsuccessful in locating suppliers other than Clearwater who were willing to provide the necessary equipment.

23. The SAO investigation concluded that [REDACTED] used WSU's Gibb Pool area to sell and rent scuba equipment to his current scuba course students. WSU indicated in its response to the SAO investigation that WSU's scuba program has a reputation of being one of the best scuba programs in the region. The University also indicated that they decided a long time ago not to take on the liability associated with acquiring or leasing the scuba equipment used in its scuba course. [REDACTED] and his business, Clearwater, have been providing the scuba equipment and tank air fills to students for sale/rent since 1988. This arrangement was allowed because it is unsafe and inconvenient for the

students to bring the tanks on and off campus for each class. [REDACTED] was provided a space in the facility to store the tanks and fill equipment.

24. WSU's response to the SAO further indicated that the current arrangement, while imperfect, has evolved over the years with input from many sources, including legal counsel and has resulted, from good faith efforts to comply with the State's ethics laws and to address liability concerns. As a result of the whistleblower complaint, WSU again evaluated the scuba program and explored alternative options for its continued success.

25. In December of 2014, at the request of Mr. Price, and upon advice from the WSU AG, WSU Auditor, and WSU Purchasing Services, performed a formal competitive process by soliciting Request for Quotes and Qualifications (RFQQ) for scuba equipment and associated services from a list of four vendors. Clearwater was the only vendor to respond to the RFQQ.

26. The contract, which was drafted and vetted by the WSU Purchasing Department and WSU AG, was awarded to Clearwater in late December 2014. On January 9, 2015, Heather Lopez, Director of WSU Audit Division, sent an email to [REDACTED] advising him that because there was only one bid on the contract, he would need to contact the Executive Ethics Board ("EEB") to obtain approval of the contract. Ms. Lopez further provided Dr. Moore with the list of information he would need to provide the Board for their consideration.

27. On January 11, 2015, [REDACTED] contacted the Executive Ethics Board staff to get approval of the contract. On January 12, 2015 (first day of classes for Spring 2015 semester), Dr. [REDACTED] sought advice from the WSU Auditor about proceeding with his plans for the class pending a response from the EEB. The WSU Auditor responded "You are good to go forward. When EEB responds, we will see if they have any additional requirements, but as you had noted to [EEB staff], this has been vetted internally."

28. On January 28, 2015, Kate Reynolds, Executive Ethics Board Executive Director responded to [REDACTED] acknowledging receipt of the contract approval request. Ms. Reynolds further indicated that, as [REDACTED] was aware, he was currently under investigation for providing scuba equipment sales and rentals at WSU without a contract. Ms. Reynolds advised that approval of the contract would be held in abeyance pending the outcome of the investigation. By this date, classes had been under way at WSU for approximately two weeks.

29. [REDACTED] performed services under the contract for the Spring 2015 semester scuba course, January 9 through May 1, as well as the Fall 2015 semester, August 24 through December 11. The contract expired on December 31, 2015. On January 15, 2016, the EEB found reasonable cause to believe that [REDACTED] may have violated RCW 42.52.

30. WSU no longer offers the scuba course effective December 31, 2015.

## B. CONCLUSIONS OF LAW

1. The Ethics in Public Service Act, Chapter 42.52 RCW, prohibits state employees from conducting activities incompatible with their public duty (conflict of interest). RCW 42.52.020 states:

No state officer or state employee may have an interest, financial or otherwise, direct or indirect, or engage in a business or transaction or professional activity, or incur an obligation of any nature, that is in conflict with the proper discharge of the state officer's or state employee's official duties.

2. Based on the stipulated facts above, [REDACTED] conducted activities incompatible with his public duty in regard to his participation of selling/renting scuba equipment to his students that were enrolled in classes in which he was the lead instructor in violation of RCW42.52.020.

3. The Ethics in Public Service Act, Chapter 42.52 RCW, prohibits state employees from having a financial interest in a transaction. RCW 42.52.030 states in part:

No state officer or state employee, except as provided in subsection (2) of this section, may be beneficially interested, directly or indirectly, in a contract, sale, lease, purchase, or grant that may be made by, through, or is under the supervision of the officer or employee, in whole or in part, or accept, directly or indirectly, any compensation, gratuity, or reward from any other person beneficially interested in the contract, sale, lease, purchase, or grant.

4. Based on the stipulated facts above, [REDACTED] had a financial interest in the renting /selling of scuba equipment to his students that were enrolled in classes in which he was the lead instructor in violation of RCW 42.52.030.

5. The Ethics in Public Service Act, Chapter 42.52 RCW, prohibits state employees from securing special privileges. RCW 42.52.070 states:

Except as required to perform duties within the scope of employment, no state officer or state employee may use his or her position to secure special privileges or exemptions for himself or herself, or his or her spouse, child, parents, or other persons.

6. Based on the stipulated facts above, [REDACTED] position as scuba instructor for WSU enabled him to secure a special privilege for himself in regards to using the storage space at the Gibbs pool facility for storing scuba equipment used by students enrolled in classes in which he was the lead instructor in violation of RCW 42.52.070 as previous instructors before him had done.

7. The Ethics in Public Service Act, Chapter 42.52 RCW, prohibits state employees from using state resources for their benefit. RCW 42.52.160(1) states:

No state officer or state employee may employ or use any person, money, or property under the officer's or employee's official control or direction, or in his or her official custody, for the private benefit or gain of the officer, employee, or another.

WAC 292-110-010 Use of state resources states, in part:

**(2) The following are permitted uses:**

- (a) Use of state resources that is reasonably related to the conduct of official state duties, or which is otherwise allowed by statute.
- (b) An agency head or designee may authorize a use of state resources that is related to an official state purpose, but not directly related to an individual employee's official duty.

- (c) An agency may authorize a specific use that promotes organizational effectiveness or enhances the job-related skills of a state officer or state employee.
- (d) A state officer or employee may make an occasional but limited personal use of state resources only if each of the following conditions are met:
  - (i) There is little or no cost to the state;
  - (ii) Any use is brief;
  - (iii) Any use occurs infrequently;
  - (iv) The use does not interfere with the performance of any officer's or employee's official duties; and
  - (v) The use does not compromise the security or integrity of state property, information, or software.

8. Based on the stipulated facts above, ██████████ used state resources to promote and sell/rent scuba equipment for his outside personal business, Clearwater Scuba, LLC, in violation of RCW 42.52.160 and WAC 292-110-010.

9. The Board is authorized to impose sanctions for violations to the Ethics Act pursuant to RCW 42.52.360. The Board has set forth criteria in WAC 292-120-030 for imposing sanctions and consideration of any mitigating or aggravating factors.

### **C. AGGRAVATING AND MITIGATING FACTORS**

In determining the appropriateness of the civil penalty, the Board considered the mitigating and aggravating criteria in WAC 292-120-030. In the matter at hand, it is a mitigating factor that from the very beginning of ██████████ involvement with the WSU Scuba Program and the creation of his outside personal business, Clearwater Scuba, ██████████ had sought and had received guidance from WSU management and WSU Attorneys General. Additionally, after every review of the scuba program by WSU management and AG's, ██████████ received new guidelines on his participation as the lead instructor and as the private outside provider for the equipment. Consistent with the ethics training he received at WSU; ██████████ actively sought out, willingly accepted, and followed the

guidance provided by WSU management and AG's. The violations cited herein thus were unintentional on the part of [REDACTED].

#### **D. STIPULATION AND AGREED ORDER**

1. Pursuant to chapter 42.52 RCW, the Executive Ethics Board has jurisdiction over [REDACTED] and over the subject matter of this complaint.
2. Under RCW 34.05.060, the Board can establish procedures for attempting and executing informal settlement of matters in lieu of more formal proceedings under the Administrative Procedures Act, including adjudicative hearings. The Board has established such procedures under WAC 292-100-090.
3. Pursuant to WAC 292-100-090(1), the parties have the authority to resolve this matter under the terms contained herein, subject to Board approval.
4. [REDACTED] agrees that if any or all of the alleged violations were proven at a hearing, the Board may impose sanctions, including a civil penalty under RCW 42.52.480(1)(b) of up to \$5,000, or the greater of three times the economic value of anything received or sought in violation of chapter 42.52 RCW, for each violation found. The Board may also order the payment of costs, including reasonable investigative costs, under RCW 42.52.480(1)(c).
5. [REDACTED] further agrees that the evidence available to the Board is such that the Board may conclude he violated the Ethics in Public Service Act. Therefore, in the interest of seeking an informal and expeditious resolution of this matter, the parties agree to entry of the stipulated findings of fact, conclusions of law and agreed order.

6. [REDACTED] waives the opportunity for a hearing, contingent upon acceptance of this stipulation by the Board, or his acceptance of any modification(s) proposed by the Board, pursuant to the provisions of WAC 292-100-090(2).

7. If the Board accepts this stipulation, the Board agrees to release and discharge [REDACTED] from all further ethics proceedings under chapter 42.52 RCW for any allegations arising out of the facts in this matter, subject to payment of the full amount of the civil penalty due and owing, any other costs imposed, and compliance with all other terms and conditions of the stipulation. [REDACTED] in turn agrees to release and discharge the Board, its officers, agents and employees from all claims, damages, and causes of action arising out of this complaint and this stipulation.

8. If the Board accepts this stipulation, it does not purport to settle any other claims between [REDACTED] and the Washington State Executive Ethics Board, the State of Washington, or other third party, which may be filed in the future. No other claims of alleged violations are pending against [REDACTED] at this time.

9. If the Board accepts this stipulation, it is enforceable under RCW 34.05.578 and any other applicable statutes or rules.

10. If the Board rejects this stipulation, or if [REDACTED] does not accept the Board's proposed modification(s), if any, this matter will be scheduled for an administrative hearing before the Board. If an administrative hearing is scheduled before the Board, [REDACTED] waives any objection to participation by any Board member at the hearing to whom this stipulation was presented for approval under WAC 292-100-090(2). Further, [REDACTED] understands and agrees that this stipulation as well as information obtained during any settlement discussions between the parties shall not be admitted into evidence during the administrative hearing, unless otherwise agreed by the parties.

11. [REDACTED] agrees to pay a civil penalty in the amount of three thousand dollars (\$3,000). The Board agrees to suspend one thousand dollars (\$1,000) on the condition that [REDACTED] complies with all terms and conditions of this Stipulation and Order and commits no further violations of RCW 42.52 for a period of two years from the date this agreement is executed.

12. The non-suspended portion of the civil penalty in the amount of two thousand dollars (\$2,000) is payable in full to the Washington State Executive Ethics Board within forty-five (45) days after this stipulation is signed and accepted by the Board, or as otherwise agreed to by the parties.

**II. CERTIFICATION**

I, [REDACTED], hereby certify that I have read this stipulation in its entirety, that my counsel of record, if any, has fully explained the legal significance and consequence of it. I further certify that I fully understand and agree to all of it, and that it may be presented to the Board without my appearance. I knowingly and voluntarily waive my right to a hearing in this matter and if the Board accepts the stipulation, I understand that I will receive a signed copy.

[REDACTED]  
 Respondent

3/10/16  
 Date

Presented by:

K. Reynolds  
 KATE REYNOLDS  
 Executive Director

3/17/16  
 Date



**II. ORDER**

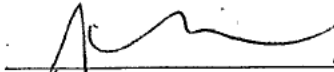
Having reviewed the proposed stipulation, WE, THE STATE OF WASHINGTON EXECUTIVE ETHICS BOARD, pursuant to WAC 292-100-090, HEREBY ORDER that the Stipulation is

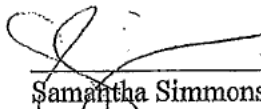
- \_\_\_\_\_ ACCEPTED in its entirety;
- \_\_\_\_\_ REJECTED in its entirety;
- \_\_\_\_\_ MODIFIED. This stipulation will become the order of the Board if the

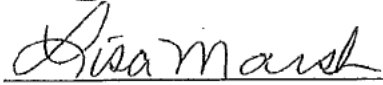
Respondent approves\* the following modification(s):

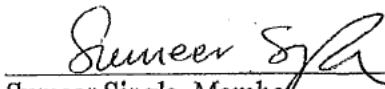
Penalty reduced to \$1,500 with \$500 suspended.  
100% suspended penalty due within 45 days.

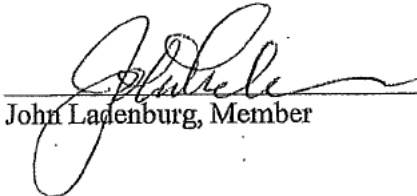
DATED this 18<sup>th</sup> day of March, 2016 .

  
\_\_\_\_\_  
Anna Dudek Ross, Chair

  
\_\_\_\_\_  
Samantha Simmons, Vice-Chair

  
\_\_\_\_\_  
Lisa Marsh, Member

  
\_\_\_\_\_  
Sumeer Singla, Member

  
\_\_\_\_\_  
John Ladenburg, Member

\* I, \_\_\_\_\_, (accept/do not accept (circle one) the proposed modification(s).

\_\_\_\_\_  
Date: 3/21/16