

BEFORE THE WASHINGTON STATE  
EXECUTIVE ETHICS BOARD

In the Matter of:

Scott Rudder

Respondent.

No. 2018-029

STIPULATED FACTS,  
CONCLUSIONS OF LAW AND  
AGREED ORDER

THIS STIPULATION is entered into by Respondent, Scott Rudder, 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 June 19, 2018, the Executive Ethics Board (Board) received a referral from the Department of Labor and Industries (LNI) alleging that Scott Rudder (Mr. Rudder), an Elevator Inspector 1 in the Field Services and Public Safety (FS&PS) Division of LNI, may have violated the Ethics in Public Service Act by participating in outside employment with a business that he had regulatory and compliance responsibilities over.

2. According to LNI, Mr. Rudder was hired by LNI as an Elevator Inspector on April 6, 2015. From June 30, 2017 through May 20, 2018, he was in a non-permanent appointment as an Elevator Technical Specialist/Field Supervisor for the FS&PS Elevator Program in the Kennewick Office. At his

request, he was returned to his permanent job classification of Elevator Inspector 1 in Kennewick effective May 21, 2018. Mr. Rudder's current work schedule is Monday through Friday 7 am to 4:30 pm with every other Friday off.

3. Mr. Rudder's job description includes, performing inspections of all types of conveyances to ensure conformance with the laws and rules pertaining to RCW 70.87 and WAC 296-96, national codes adopted under state law, operation manuals, policies and guidelines.

4. Mr. Rudder's employment application submitted to LNI in June 2017 indicates that he was employed by Schindler Elevator from September 1992 through January 1994 as a Field Technician, and from May 1994 through September 2002 as a Construction Superintendent. Mr. Rudder's job description includes performing inspections of all types of conveyances to ensure conformance with the laws and rules pertaining to RCW 70.87 and WAC 296-96, national codes adopted under state law, operation manuals, policies and guidelines.

5. The LNI investigative report provided the following information: On April 21, 2015, Mr. Rudder signed the new Employee Checklist indicating his supervisor at the time, John Cote (Mr. Cote), had reviewed and discussed with him LNI policies LNI Policies 3.00 – Compliance with Ethics Laws and Rules and LNI Policy 3.41 – Conflict of Interest.

6. According to Mr. Rudder's LNI Training Records, he attended the New Employee Orientation in April 2015. The agenda included a discussion on ethics and conflict of interest.

7. LNI provided Board staff with a copy of Inside LNI News article posted on March 1, 2017. The article was titled "*You asked, we listened: LNI updates conflict of interest policy.*" The article provided a link to LNI Policy 3.41-Conflict of Interest. Among other information provided, the article informed employees that if they intend to accept or participate in outside employment they must complete

the Conflict of Interest Analysis form, which must be carefully reviewed by the supervisor, manager, appointing authority and HR so that the employee and the agency do not violate ethics rules or state law.

8. According to the LNI investigative report, on June 21, 2017, Mr. Rudder and Dotty Stanlaske (Ms. Stanlaske), Chief Elevator Inspector with LNI, attended a meeting with four representatives from the Hanford Nuclear Site, a federal facility located in Kennewick, Washington. In addition, Wayne Molesworth, FS&PS Project Manager at the time, was also present via Skype. The meeting was held at the LNI's Kennewick Office. Even though LNI does not typically conduct elevator inspections on federally owned property, the Hanford representatives requested the meeting so they could research and explore the possibility of having LNI conduct inspections of elevators and other conveyances at their Hanford facility.

9. During the meeting, one of the Hanford representatives indicated that Mr. Rudder had performed a Qualified Elevator Inspector (QEI) inspection on the Hanford site. Following the meeting, Ms. Stanlaske asked Mr. Rudder why he would have conducted an inspection at a federal site that is not under the State of Washington's jurisdiction. Mr. Rudder told Ms. Stanlaske that he had performed the inspection while employed by Schindler Elevator (Schindler). However, Mr. Rudder did not fully or specifically disclose to Ms. Stanlaske that he recently performed the Hanford inspection for Schindler while he was employed by LNI as an Elevator Inspector. His response left Ms. Stanlaske with the impression that he conducted the Hanford inspection prior to his April 2015 employment with LNI.

10. During the August 22, 2017, statewide LNI Elevator Inspector training, Ms. Stanlaske received information that Mr. Rudder was listed in the July 2017 issue of The Elevator Construction Magazine as having reinitiated his union card with the International Union of Elevator Constructors (IUEC) Local 19. In the same issue of the magazine, Mr. Rudder was also listed as retired.

11. Board staff were provided a copy of the July 2017 edition of the magazine and confirmed that Mr. Rudder was listed as having “Reinitiated” and “Withdrawn” his union membership.

12. On August 5, 2017, Ms. Stanlaske contacted Schindler to inquire about Mr. Rudder’s recent employment with them. On August 28, 2017, Ms. Stanlaske received verbal confirmation from Schindler that Mr. Rudder had performed an inspection for them at the Hanford site.

13. On August 29, 2017, Ms. Stanlaske spoke with Jim Norris (Mr. Norris) at the IUEC Local 19 about her concerns that Mr. Rudder and other elevator inspectors had reinstated their union cards in order to work for elevator companies while also being concurrently employed by LNI.

14. On September 5, 2017, Lynne Buchanan (Ms. Buchanan), an Internal Investigator with the LNI Office of Human Resources (HR), was assigned to conduct an investigation into whether Mr. Rudder complied with state ethics laws and agency policy regarding conflict of interest and outside employment.

15. On September 13, 2017, Ms. Buchanan conducted an interview with Mr. Rudder. According to Ms. Buchanan’s investigative report, Mr. Rudder said two other LNI Elevator Inspectors, Michael Jones and Perry McKenzie Sr., told him that he could go back to work for one day in the elevator industry and then retire and receive his full union pension without having to wait until age 65.

16. According to Ms. Buchanan, Mr. Rudder stated that he contacted IUEC Local 19 and was told all he had to do was work for one day and if he was active in the industry, he could retire at 55 and collect 90% of his union pension, which amounted to approximately \$3,000 a month.

17. Mr. Rudder said he initiated contact with Schindler to arrange for and set-up outside employment with their company. Mr. Rudder admitted that during his employment with LNI as an elevator inspector he performed inspections for Schindler.

18. Board staff confirmed with LNI that from June 1, 2016 through February 14, 2017, Mr. Rudder performed 20 inspections for Schindler. Of those inspections, 16 passed the first time, one passed with corrections, one failure, and two passing re-inspections. From February 14, 2017 through August 23, 2018, Mr. Rudder performed 19 inspections for Schindler. Of those, 15 passed the first time, three passed with corrections and there was one failure.

19. According to Ms. Buchanan, Mr. Rudder confirmed that he was not currently licensed as an elevator mechanic in the State of Washington, but said he had a QEI certification that allows him to work on federal lands.

20. According to Ms. Buchanan, Mr. Rudder admitted that he worked for Schindler for two days on February 13 and 14, 2017. He said he did not work as an elevator mechanic, but rather he attended Schindler's safety meeting for two days in order to fulfill the IUEC Local 19 requirement to get his union pension.

21. According to Ms. Buchanan, Mr. Rudder told her that he took vacation for February 13 and 14, 2017, to perform the outside employment with Schindler. However, according to Mr. Rudder's HR Cafe' leave records, when he returned to work on February 15, 2017, he submitted 18 hours sick leave due to illness (other than a serious health condition for son or daughter 18 years or older up to 5 days per occurrence) for his February 13 and 14, 2017 absences from work.

22. LNI provided Board staff with a copy of Mr. Rudder's HR Cafe' leave records, and confirmed he submitted 18 hours sick leave for his February 13 and 14, 2017 absences from work.

23. In his initial interview with Ms. Buchanan, Mr. Rudder said that his attendance at Schindler's 2-day safety meeting was to meet the union pension requirement. However, he later told Ms. Buchanan that Schindler agreed to hire him and they wanted him to return the favor by conducting an inspection at the Hanford site so that he could get his union pension.

24. Further, according to the investigative report, Mr. Rudder admitted he worked for Schindler an additional day in March 2017 to perform the Hanford inspection in order to meet the union pension recruitment. Then later during the investigatory interview, Mr. Rudder stated that he conducted the Hanford inspection in March or April 2017.

25. According to Ms. Buchanan, she attempted to confirm the exact day in March or April 2017 that Mr. Rudder worked for Schindler to perform the QEI inspection at Hanford, but neither Mr. Rudder nor Schindler would provide the exact date of employment. Rather, they only reported to Ms. Buchannan that Mr. Rudder was not paid for the work he performed when he conducted the inspection at the Hanford site.

26. According to Mr. Rudder's Café leave records, he only reported using leave for one day during the month of March and April 2017. He submitted one leave request on February 23, 2017 to use his Personal Leave Day on March 1, 2017 for his wife's surgery.

27. According to the LNI investigative report, during a LNI pre-disciplinary meeting (PDM), Mr. Rudder stated that he initially contacted a friend in California and tried to perform the one day of work with an out-of-state elevator company so he could begin collecting his union retirement/pension. However, he received a letter from Schindler asking him to perform a "courtesy" QEI inspection for them at Hanford because their former QEI inspector retired. Later, he recalled he did not receive a letter but rather, he received a phone call from Joe Stump (Mr. Stump) at Schindler.

28. Board staff contacted Mr. Stump who identified himself as the District Manager at Schindler. He said he didn't think they paid Mr. Rudder to do the Hanford inspections. He said Mr. Rudder needed to work 8 hours to get his union pension so they traded him the 8 hours to do the Hanford inspections. Mr. Stump said he could not confirm any dates or details for the Hanford inspections and referred Board staff to Zack Crabb (Mr. Crabb) at Schindler for that information.

29. Board staff contacted Mr. Crabb who identified himself as the Service and Repair Supervisor for Schindler. Mr. Crabb confirmed that Mr. Rudder attended two days of safety training and was paid at the current mechanic scale of \$50.82 per hour for a total of 16 hours. He provided a copy of a document that details that payroll was processed for Mr. Rudder in the amount of \$813.12.

30. Mr. Crabb advised Board staff that in addition to attending Schindler provided safety training, Mr. Rudder provided a third party, Federal Level QEI Inspection Service to Schindler at the Hanford Facility in Richland, Washington on Friday, March 10, 2017, Wednesday, May 31, 2017 and Tuesday, June 13, 2017.

31. Mr. Crabb explained to Board staff that federal policy required that a QEI inspector had to be present at Hanford when inspections were being done. The QEI inspector acted as a witness and didn't use tools or work at the site. He said that because it was a nuclear facility, inspections had to be done from 7 am to 5 pm and Mr. Rudder would have to sign in with the Schindler inspector, in this case "Chuck," and accompany him throughout their time on site. He said the times and dates would be accurate because of the type facility they were signing in at. Mr. Crabb said Mr. Rudder was not paid for the time at Hanford. It was part of the agreement for letting him work the 16 hours in February, so he could get his union pension.

32. Board staff reviewed the work reports provided by Mr. Crabb and determined the following:

- On March 10, 2017, Chuck and Mr. Rudder signed in at Hanford at 7:30 am. There is no recorded time showing when they signed out. According to the work report, Mr. Rudder worked 8 hours. The work report states that the bill for work performed by Mr. Rudder and Chuck was \$4,080.

- On May 31, 2017, Chuck and Mr. Rudder signed in at Hanford at 7:30 am and signed out at 12:30 pm. According to the work report, Mr. Rudder worked 5 hours. The work report states that the bill for the work done by Mr. Rudder and Chuck was \$1,140.
- On June 13, 2017, Chuck and Mr. Rudder signed in at Hanford at 8 am and signed out at 3 pm. According to the work report, Mr. Rudder and Chuck worked 4 hours and were on “standby” for 3 hours. The work report states that the bill for the work done was \$3,730.

33. Board staff obtained copies of Mr. Rudder’s time sheets for March, May and June 2017 from LNI. A review of those time sheets indicated the following:

- March 10, 2017 was a Friday and would have been a scheduled day off for Mr. Rudder. According to the timesheet and LNI HR, Mr. Rudder worked 8 hours overtime that Friday. Mr. Rudder’s present supervisor, Elevator Supervisor Richard Metcalfe (Mr. Metcalfe), advised Board staff that according to their records, Mr. Rudder conducted four annual inspections on March 10, 2017. Mr. Metcalfe told Board staff that with travel, 8 hours would be a reasonable amount of time to accomplish this.
- May 31, 2017 was a Wednesday and was a scheduled workday for Mr. Rudder. According to the timesheet, Mr. Rudder worked his scheduled 9 hour shift from 7am through 4:30 pm. Mr. Metcalfe advised Board staff that their records indicate that 11 inspections were processed for the inspection date of March 31, 2017.
- June 13, 2017 was a Tuesday and was a scheduled workday. According to the timesheet, Mr. Rudder worked his scheduled 9 hour shift from 7 am through 4:30 pm. Mr. Metcalfe advised Board staff that their records indicate that one inspection was processed by Mr. Rudder on the inspection date of June 13, 2017.



34. Mr. Metcalfe told Board staff that their records system does not show what time the inspections would have been done. The inspection date was entered by the inspector so there was no way to know if the wrong date was put into the system for an inspection.

35. During the investigatory interview with Ms. Buchanan, Mr. Rudder said he didn't know about the conflict of interest. However, Ms. Buchanan said she recalled having a phone conversation with him in or around June 2017, in which he inquired about performing outside employment. According to the investigative report, Mr. Rudder acknowledged having this conversation with Ms. Buchanan and he recalled that she advised him to complete a Conflict of Interest Analysis (COI) form. Mr. Rudder said he completed the form following the June 2017 conversation with Ms. Buchanan, but he did not turn it in.

36. According to the LNI investigative report, Mr. Rudder asserted that both Mr. Cote and the prior Chief Elevator Inspector, Jack Day (Mr. Day) both approved his outside employment.

37. Board staff were provided a copy of a COI form submitted by Mr. Rudder on September 19, 2017, approximately six days after the initial interview with Ms. Buchanan. The COI submission was subsequently denied. On page two of the COI form, Mr. Rudder completed the Supervisor Section of the form and wrote the following;

*"I only inspect the Elevator not for the companies. On Feb 13, 14, I sat in Schindlers office and did safety training. In return, I did 3 courtesy inspec for them on Gov. Facility on 3-1-17, 5-16-17 & 6-6-17."*

38. During an initial interview with Mr. Rudder, Board staff had not received the work reports from Schindler. During that interview, Mr. Rudder stated that he heard about the opportunity to collect his union pension from other LNI elevator inspectors. He said he originally was thinking of going out-of-state to do the 8 hours but while talking to a person from Schindler, the guy mentioned they needed a

QEI inspection done out at Hanford. He said Schindler called and it was arranged for him to go to training for 8 hours. The 8 hours was later changed to the 16 required hours because it was Schindler's new hire policy.

39. Mr. Rudder told Board staff that he never left the building during the training in February and never used any tools. He said in order to work on site as an elevator mechanic he would need to be licensed and he wasn't licensed. He said he was licensed as a QEI inspector. He said since it was just training at Schindler and Hanford was not regulated by the state, it never occurred to him that it would be a conflict of interest.

40. Mr. Rudder told Board staff that he did one Consultation Inspection at Hanford for Schindler. He said the Consultation Inspection was not an inspection but just consisted of him going over a list of things that needed to be done before the inspection was final. He said the reason he put down three dates on the September 19, 2017, COI form, was that he couldn't remember the exact date that he did the consultation. He said he had one other 20 minute meeting with a third party contractor to discuss what code they built the building and elevator to. He said that meeting was done on his off time.

41. When asked why he didn't submit the COI form he filled out in June after talking to Ms. Buchanan, he said when he filled out the form he saw it was for permission to do the work, and he had already done the consultation and training.

42. Mr. Rudder told Board staff that he fully accepted his part in the conflict of interest, but the subject never came up when talking to supervisors about the training. He said he wasn't sure if he talked about the subject of working at Hanford or the training at Schindler with Mr. Day. He said he only remembers talking to Mr. Day about Mr. Day's announcement that he was leaving LNI because it came as a surprise to him.

43. Mr. Rudder told Board staff that he discussed the training and Hanford consultation with Mr. Cote three or four times and Mr. Cote never brought up that it may be a conflict of interest. He said when he told Mr. Cote about days he was taking off to attend training, Mr. Cote told him if there was anything new he should bring it back to the agency. Mr. Rudder denied that Mr. Cote told him to talk to then Chief, Mr. Day, about the training. Mr. Rudder confirmed that he is presently receiving his union pension.

44. After receiving the work reports from Schindler, Board staff contacted Mr. Rudder and asked him how he could be working for Schindler at Hanford and also working for LNI. Board staff went over each time sheet and work report with Mr. Rudder. Mr. Rudder said he couldn't remember. He said he would not have put time in for LNI if he was working for Schindler. He had no idea how this could have happened. He said he wished he had kept better records because he didn't keep track of these things. He said he remembered going out to Hanford with Chuck, but does not recall it being that many times.

45. During the PDM, Mr. Rudder said that he asked Mr. Cote and he approved him to attend the 2-day training at Schindler. Mr. Rudder stated Mr. Cote asked him to bring back any safety information from the training that could be useful to LNI. In addition, he stated Mr. Cote talked about the QEI inspection Mr. Rudder performed at Hanford for Schindler at a unit staff meeting, and he never mentioned the COI form.

46. During the PDM, Mr. Rudder further stated that he asked Mr. Cote if he needed to resign from his position at LNI in order to perform a QEI inspection for Schindler, but Mr. Cote told him not to resign because it was hard for LNI to hire new elevator inspectors. Mr. Cote also told him that other inspectors have done QEI inspections while also employed by LNI.

47. Mr. Cote told Board staff that his conversation with Mr. Rudder was not very long and to the best of his memory, he never gave him permission to work at Schindler. He personally didn't have a

problem with Mr. Rudder working for Schindler but felt it most certainly was a conflict of interest. He said that he told Mr. Rudder that this was something that needed to be approved by the then Chief, Mr. Day. He said they did discuss what type of leave he would have to take to work at Schindler and that he couldn't take sick leave.

48. He said Mr. Rudder had a real dislike for the Schindler Regional Manager and was surprised Schindler gave him the opportunity to work for them in order to get his pension. He said it looked like Schindler was going to expect a favor from Mr. Rudder.

49. During the PDM, Mr. Rudder stated that he called the elevator chief at the time, Mr. Day, and told him about attending the 2-day safety training and then doing a QEI inspection for Schindler. Mr. Rudder said Mr. Day told him it was okay as long as it was a non-Washington conveyance.

50. According to the investigative report, Mr. Day stated he was also familiar with the union pension requirements for the IUEC Local 19. Mr. Day stated that no LNI elevator inspectors asked him for permission to participate in outside employment. Mr. Day said that if he were asked for permission, he would have never approved it.

51. Board staff was advised by LNI that Mr. Day was retired. Board staff left voicemails for Mr. Day to call for an interview. To date he has not contacted Board staff.

52. Ms. Buchanan said that she also confirmed with Mr. Strafer at IUEC Local 19, that Mr. Rudder was listed on the "out of work list" as an elevator mechanic prior to being employed on February 13 and 14, 2017, by Schindler Elevator Spokane. Mr. Strafer said Mr. Rudder must have worked for one day as an elevator mechanic, which requires having a valid elevator mechanic license, in order to be eligible to receive his retirement pension. Mr. Strafer confirmed that he sent Mr. Rudder a congratulatory retirement letter and he believes Mr. Rudder is currently receiving his retirement pension each month.

53. Board staff contacted the IUEC and they said that members can sign a form that allows them to work as an Apprentice/Assistant Mechanic and they would not need to be licensed.

54. On January 17, 2018, Mr. Rudder attended the LNI PDM. Mr. Rudder confirmed that he attended the two-day safety training at Schindler on February 13 and 14, 2017. Mr. Rudder stated that the “two days were originally days he had scheduled off for his wife’s surgery, but then she no longer needed the surgery.”

55. During the PDM, Mr. Rudder confirmed that at the time of the two-day safety training Schindler made an upfront verbal agreement with him that he would do a “courtesy” QEI inspection for them. He said the actual date of the QEI inspection had not yet been scheduled.

56. Mr. Rudder also stated Schindler wanted him to perform this “courtesy” QEI inspection before they spent “all this money” to hire a new QEI inspector or company to replace their recently retired QEI inspector.

57. During the PDM Mr. Rudder admitted he conducted the “courtesy” QEI inspection for Schindler at Hanford in March 2017, which took about 4-5 hours. Prior to the inspection, Mr. Rudder stated he attended an additional one-hour off-site meeting with Schindler. He said this one-hour meeting would have occurred on his scheduled Friday off.

58. When asked if he had an agreement or now owed something to Schindler in return for them employing him so he could get his union retirement/pension, as in “quid pro quo”, Mr. Rudder responded no.

59. During the PDM, Mr. Rudder said he forgot about having read and signed the New Employee Checklist in April 2015 indicating Mr. Cote reviewed and discussed with him LNI Policy 3.00 – Compliance with Ethics Laws and Rules and LNI Policy 3.41 – COI.

60. Mr. Rudder stated he thought he did everything he needed to do, made every effort to ensure Mr. Day and Mr. Cote were aware of his pursuit of outside employment and he discussed the two-day training and QEI inspection for Schindler with them, but neither one of them mentioned the COI form.

61. Board staff were provided a copy of a notice of disciplinary action from LNI dated June 4, 2018, that advised Mr. Rudder that he would be receiving a reduction-in-pay as an Elevator Inspector 1 in the FS&PS Division. According to the document, his pay would be reduced by 20% for 5 months effective September 1, 2018 through January 31, 2019, resulting in a \$5,552 penalty in lost pay.

## **B. CONCLUSIONS OF LAW**

1. The Ethics in Public Service Act, Chapter 42.52 RCW, prohibits state employees from activities that are incompatible with public duties. 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. No state officer or state employee may employ or use any person, money, or property under the officers or employees official control or direction, or in his or her official custody, for the private benefit or gain of the officer, employee or another.

2. Based on the evidence reviewed by Board staff, Mr. Rudder engaged in a business/professional activity that is in conflict with the proper discharge of his official duties as a state employee, in violation of RCW 42.52.020. 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 reviewed the criteria in WAC 292-120-030. In the matter at hand, it is an aggravating factor these types of violations significantly reduce the public respect and confidence in state government employees and they were continuous in nature. In the matter at hand, it is an aggravating factor that the conduct resulted in personal gain, was motivated by financial gain, and that these violations tend to significantly reduce public respect for or confidence in state government or state government officers. It is a mitigating factor that disciplinary action taken by LNI resulted in Mr. Rudder's pay being reduced by 20% for 5 months effective September 1, 2018 through January 31, 2019, resulting in a \$5,552 penalty in lost pay.

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

1. Pursuant to chapter 42.52 RCW, the Executive Ethics Board has jurisdiction over Scott Rudder 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. Scott Rudder 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. Scott Rudder 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. Scott Rudder 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 Scott Rudder 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. Scott Rudder 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 Scott Rudder 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 Scott Rudder 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 Scott Rudder 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, Scott Rudder 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, Scott Rudder 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. Scott Rudder agrees to pay a civil penalty in the amount of three thousand dollars (\$3,000) associated with violations of RCW 42.52. The Board agrees to suspend five-hundred dollars (\$500) on the condition that Scott Rudder 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 civil penalty in the amount of two thousand five hundred dollars (\$2,500) 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, Scott Rudder, 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.

  
\_\_\_\_\_  
Scott Rudder  
Respondent

  
\_\_\_\_\_  
Date

Presented by:

*K. Reynolds*  
KATE REYNOLDS  
Executive Director

*2/20/19*  
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

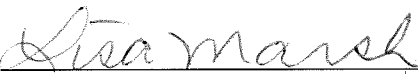
✓ ACCEPTED in its entirety;  
       REJECTED in its entirety;  
       MODIFIED. This stipulation will become the order of the Board if the Respondent approves\* the following modification(s):

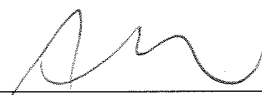
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DATED this 8<sup>th</sup> day of March, 2019

  
\_\_\_\_\_  
John Ladenburg, Sr., Chair

  
\_\_\_\_\_  
Shirley Battan, Vice-Chair

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

  
\_\_\_\_\_  
Anna Dudek Ross, Member

  
\_\_\_\_\_  
Gerri Davis, Member

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

\_\_\_\_\_  
Scott Rudder, Respondent                      Date