



## STATE OF NEVADA

### BEFORE THE NEVADA COMMISSION ON ETHICS

In re **Caroline Sexton**,  
Chief Marketing Officer,  
Division of Tourism,  
State of Nevada,

Ethics Complaint  
Case No. 25-059C

\_\_\_\_\_  
Subject./

### STIPULATED AGREEMENT

1. **PURPOSE:** This Stipulated Agreement resolves Ethics Complaint Case No. 25-059C before the Nevada Commission on Ethics ("Commission") concerning Caroline Sexton ("Sexton"), Chief Marketing Officer for the Nevada Division of Tourism ("Division").
2. **JURISDICTION:** At all material times, Sexton served as the Chief Marketing Officer for the Division of Tourism and was a public employee as defined in NRS 281A.150. The Ethics in Government Law ("Ethics Law") set forth in NRS Chapter 281A gives the Commission jurisdiction over elected and appointed public officers and public employees whose conduct is alleged to have violated the provisions of NRS Chapter 281A. See NRS 281A.280. The Commission has jurisdiction over Sexton in this matter.
3. **PROCEDURAL HISTORY BEFORE COMMISSION:**
  - a. On May 27, 2025, the Commission received Ethics Complaint No. 25-059C from a member of the public ("Requester") alleging violations of NRS 281A.400(1) and (2).
  - b. On July 8, 2025, the Commission issued its *Order on Jurisdiction and Investigation* regarding the Complaint's alleged violations of NRS 281A.400(1) and (2) and added additional allegations regarding NRS 281A.420(1) for investigation.
  - c. Also on July 8, 2025, the Executive Director sent Sexton a *Notice of Complaint, Additional Issues and Facts, and Investigation* with an opportunity for Sexton to submit a response to the allegations.

d. On July 30, 2025, Sexton submitted a signed waiver regarding the time requirements for an investigation and review panel determination pursuant to NRS 281A.725.

e. On July 30, 2025, Sexton provided a timely response to the allegations.

f. On July 31, 2025, a *Second Notice of Additional Issues and Facts* was issued, notifying Sexton of potential additional violations of NRS 281A.400(3) and (10). The Executive Director informed her that because there were no new facts, just implicated violations, a supplemental response was not likely needed.

g. Sexton did not submit a supplemental response to the *Second Notice of Additional Issues and Facts* as her initial response had been thorough and complete.

h. A Review Panel Determination issued on September 3, 2025, found the facts established credible evidence to support a determination that just and sufficient cause exists for the Commission to render an opinion in the matter regarding the alleged violations of NRS 281A.400(1), (2), and (10). The alleged violations of NRS 281A.400(3) and NRS 281A.420(1) were dismissed.

i. In lieu of an adjudicatory hearing before the Commission, the parties reached an agreement to resolve this matter on the terms reflected in this Stipulated Agreement ("Agreement") and now enter into this Agreement.

#### **4. STIPULATED FACTS:**

a. Sexton serves as Chief Marketing Officer for the Nevada Division of Tourism, also known as Travel Nevada. She has held this position since April 2023.

b. On April 25, 2025, while still serving as Chief Marketing Officer, Travel Nevada hosted a launch party for a marketing collaboration between Travel Nevada and a new clothing line with DESO Supply which was catered by two food trucks, including a mobile bar, "The Argosy" ("Argosy")

c. Argosy is a mobile bar owned by Caroline Sexton and her husband.

d. The launch party event was organized by the Division's team and advertised through the Travel Nevada mailing list, the official mailing list for the Nevada Division of Tourism, through social media sites, and through an eNewsletter to its subscribers.

e. Sexton and her team planned and hosted the DESO event along with an outside marketing agency, Noble Studios and the owner of DESO Supply Co.

f. The work with Noble Studios included a planning brief for the event prepared by Noble Studios, outlining Travel Nevada's goals, plans, and considerations for the event. The planning brief included food truck options, as well as drink options, including a note about Sexton and Argosy.

g. Sexton participated in the early stages of planning for the event as part of the team's desire to have food and beverages at the event.

h. Using the access of her position to the team and consultants, Sexton made sure the team was aware of Argosy and that it could be considered as a possible vendor for the event.

i. Sexton disclosed the potential issue of having her business contracted for the party by Rafael Villanueva, the Chief Executive Officer of Travel Nevada, who identified no issues with the idea and let her proceed.

j. Sexton was on leave at the time Argosy was selected for the event and she did not have final authority over the selection.

k. As a result of services performed at the event, Argosy earned \$1,207.68 in profit.

**5. TERMS / CONCLUSIONS OF LAW:** Based on the foregoing, Sexton and the Commission agree as follows:

a. Each of the stipulated facts enumerated in Section 4 of this Agreement is agreed to by the parties.

b. Sexton is a public employee as defined in NRS 281A.150.

c. Sexton has a commitment in a private capacity to her husband and to Argosy pursuant to NRS 281A.065.

d. Sexton's actions constitute a single course of conduct resulting in one violation of the Ethics Law, implicating the provisions of NRS 281A.400(10). Specifically, the Commission concludes a public employee may not use their position to seek or secure contracts for themselves or an entity to which they have a commitment in a private capacity. *See In re Juden*, Comm'n Op. No. 24-148C (2025), *In re Alford*, Comm'n Op. No. 22-038C (2022).

e. The alleged violations of NRS 281A.400(1) and (2) are hereby dismissed by stipulation of the parties.

f. Based upon the consideration and application of the statutory factors set forth in NRS 281A.775, Sexton and the Commission agree that pursuant to NRS 281A.170 one non-willful violation will be imposed for her violation of NRS 281A.400(10) for the following reasons:

- 1) Seriousness of Violation: The Commission has recognized the importance of avoiding the use of the public officer's position in government to secure contracts or other financial benefits for herself. In this case though Sexton was not the final decisionmaker, the Argosy was less expensive to the project than other options, and the contract was for a one-time event.
- 2) Previous History: Sexton has not previously been the subject of any violation of the Ethics Law.
- 3) Cost of Investigation and Proceedings: Sexton was diligent to cooperate with and participate in the Commission's investigation and resolution of this matter. Because Sexton was willing to resolve the matter prior to an adjudicatory hearing, significant Commission resources were preserved.
- 4) Prompt correction of the violation: Upon learning more about the Ethics Law as the investigation proceeded, Sexton reached out to the Commission's Outreach and Education Officer to schedule Ethics Training for herself and her work team.
- 5) Financial Gain: Sexton received direct financial gain from Argosy becoming a vendor of the Travel Nevada project, having earned \$1,207.68 in profit.
- 6) Additional Factors: While only official advice from an agency attorney can provide a public employee safe harbor, the investigation revealed that the head of Travel Nevada, an experienced public employee, was aware of the possibility of the contract and did not provide Sexton any indication that her pursuit of the contract for Argosy would violate any law. This serious and inexcusable lapse of judgement by her supervisor contributed to the ultimate violation in this matter.

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g. Sexton agrees to pay a civil penalty of \$1,207.68 pursuant to NRS 281A.790(3) within 90 days of the approval of this agreement or otherwise consistent with any payment plan established by the Executive Director.

h. Sexton agrees to successfully complete Ethics Law training as approved by the Executive Director within 60 days.

i. This Agreement is based on the specific facts, circumstances, and law now before the Commission. Facts or circumstances that differ from those present in this matter may create a different resolution.

j. This Agreement is not intended to be applicable to or create any admission of liability by Sexton for any other proceeding against or involving Sexton, and such use is prohibited to the extent permitted by the jurisdiction of the Commission. If the Commission rejects this Agreement, none of the provisions herein shall be considered by the Commission or be admissible as evidence in a hearing on the merits in this matter.

## **6. WAIVER**

a. Sexton knowingly and voluntarily waives her right to a hearing before the full Commission on the allegations in Ethics Complaint Case No. 25-059C and all rights she may be accorded with in regard to this matter pursuant to NRS Chapter 281A, the regulations of the Commission (NAC Chapter 281A), the Nevada Administrative Procedures Act (NRS Chapter 233B), and any other applicable provisions of law.

b. Sexton knowingly and voluntarily waives her right to any judicial review of this matter as provided in NRS Chapter 281A, NRS Chapter 233B, or any other applicable provisions of law.

7. **ACCEPTANCE:** We, the undersigned parties, have read this Agreement, understand each and every provision therein, and agree to be bound thereby once approved by the Commission. In addition, the parties orally agreed to be bound by the terms of this Agreement during the regular meeting of the Commission on January 21, 2026.<sup>1</sup>

DATED this 2 day of Jan, 2026.

*Caroline Sexton*

Caroline Sexton

FOR SEXTON

DATED this 2 day of Jan, 2026.

*HBWard*

HBWard (Jan 2, 2026 10:48:48 CST)

Harry B. Ward, Esq.  
Deputy Attorney General  
Office of the Attorney General

DATED this 31 day of Dec, 2025.

*Ross E. Armstrong*

Ross E. Armstrong, Esq.  
Executive Director  
Nevada Commission on Ethics

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<sup>1</sup> Subject waives any right to receive written notice pursuant to NRS 241.033 of the time and place of the Commission's meeting to consider her character, alleged misconduct, professional competence, or physical or mental health.

8. **APPROVAL:** Having reviewed the proposed stipulation by the parties, the Commission approves findings of facts, conclusions of law, and terms of this stipulation and directs the Executive Director to ensure compliance with this agreement.

Approved as to form by:

FOR NEVADA COMMISSION ON ETHICS

DATED this 21<sup>st</sup> day of January, 2026.

/s/ Elizabeth J. Bassett  
Elizabeth J. Bassett, Esq.  
Commission Counsel

The Stipulated Agreement is accepted by the Nevada Commission on Ethics:

DATED this 21<sup>st</sup> day of January, 2026.

By: /s/ Kim Wallin  
Kim Wallin, CPA, CMA, CFM  
Vice Chair

By: /s/ Terry J. Reynolds  
Terry J. Reynolds  
Commissioner

By: /s/ Teresa Lowry  
Teresa Lowry, Esq.  
Commissioner

By: /s/ Brianna Smith  
Brianna Smith, Esq.  
Commissioner

By: /s/ John T. Moran  
John T. Moran, III, Esq.  
Commissioner