



**STATE OF NEVADA**

**BEFORE THE NEVADA COMMISSION ON ETHICS**

In re **John Wesley Prudhont**,  
Former Treasurer, Nye County,  
State of Nevada,

Ethics Complaint  
Consolidated  
Case Nos. 22-033C, 22-034C

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

**STIPULATED AGREEMENT**

1. **PURPOSE:** This Stipulated Agreement resolves Ethics Complaint Case Nos. 22-033C and 22-034C before the Nevada Commission on Ethics (“Commission”) concerning John Wesley Prudhont (“Prudhont”), Former Treasurer, Nye County, State of Nevada.
2. **JURISDICTION:** At all material times, Prudhont served as Treasurer of Nye County, State of Nevada and was a public officer as defined in NRS 281A.160. 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. Accordingly, the Commission has jurisdiction over Prudhont in this matter.
3. **PROCEDURAL HISTORY BEFORE COMMISSION**
  - a. On May 12, 2022, the Commission issued respective *Orders on Jurisdiction, Investigation, and Consolidation* regarding NRS 281A.400(7), including directing the Executive Director to serve a *Notice of Additional Issues and Facts* regarding NRS 281A.400(2) and (9) in Ethics Complaint Nos. 22-033C and 22-034C (“Ethics Complaints”).
  - b. On May 12, 2022, staff of the Commission issued a *Notice of Complaint and Investigation* under NRS 281A.720(2), stating the allegations.
  - c. In lieu of an adjudicatory hearing before the Commission, Prudhont and the Commission now enter into this Stipulated Agreement.

**4. STIPULATED FACTS:** At all material times, the following facts were relevant to this matter:<sup>1</sup>

a. Prudhont served as the Nye County Treasurer from his appointment by the County Commission to fill a vacancy in 2019 until his resignation on April 9, 2022.

b. Between March 2020 and December 2021, and while serving in his role as Nye County Treasurer, Prudhont attended and graduated from an online Master of Business Administration program through Louisiana State University, Shreveport.

c. Prudhont performed tasks associated with attaining his master's degree during the Treasurer's Office hours, at a government facility and while utilizing other resources of the office.

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

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

b. Allegations that Prudhont violated NRS 281A.400(2) and (9) are hereby dismissed by stipulation of the parties.

c. Prudhont's actions constitute a single course of conduct resulting in one violation of the Ethics Law, implicating the provisions of NRS 281A.400(7).

d. Based upon the consideration and application of the statutory mitigating criteria set forth in NRS 281A.775, the Commission concludes that Prudhont's violation in this case should be deemed a non-willful violation pursuant to NRS 281A.170 for the following reasons:

- 1) Seriousness of the Violation: Although the conduct occurred during Treasurer's Office hours, Prudhont was diligent to use his personal equipment to attend his courses.
- 2) Previous History: Prudhont has not previously been the subject of any violation of the Ethics Law or previous ethics complaints.
- 3) Cost of Investigation and Proceedings: Prudhont was diligent to cooperate with and participate in the Commission's investigation and resolution of this matter.

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<sup>1</sup> Stipulated Facts do not constitute part of the "Investigative File" as that term is defined by NRS 281A.775. All statutory and common law protections afforded to the Investigative File shall remain and are not affected by this Stipulated Agreement.

- 4) Mitigating Factors Such as Self-Reporting or Correction: There was no self-reporting or self-correction in this matter. However, Prudhont's willingness to engage in the process has resulted in a better understanding of Nevada Ethics Law and how his actions were improper in this matter.
- 5) Restitution Paid to Parties: Prudhont did not receive any financial benefit from his actions that would need to be paid back in restitution.
- 6) Financial Gain from Violation: Prudhont did not receive any direct financial gain as a result of his violation of the Ethics Law.

e. Prudhont agrees to complete ethics training approved by the Commission's Executive Director within sixty (60) days of approval of this Agreement.

f. The Commission admonishes Prudhont to familiarize himself with the Ethics Law for the purpose of making proper disclosures in the future and in furtherance of complying with the applicable requirements of the Ethics Law.

g. This Agreement depends on and applies only to the specific facts, circumstances and law related to the Ethics Complaint now before the Commission. Any facts or circumstances that may come to light after its entry that are in addition to or differ from those contained herein may create a different resolution of this matter.

h. This Agreement is intended to apply to and resolve only this specific proceeding before the Commission and is not intended to be applicable to or create any admission of liability for any other proceeding, including administrative, civil, or criminal, regarding Prudhont. 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. Prudhont knowingly and voluntarily waives his right to a hearing before the full Commission on the allegations in Ethics Complaint Case Nos. 22-033C and 22-034C and all rights he 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. Prudhont knowingly and voluntarily waives his 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 Stipulated 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 November 16, 2022.

DATED this 17th day of November, 2022.

  
\_\_\_\_\_  
John Wesley Prudhont

FOR JOHN WESLEY PRUDHONT,  
Subject

DATED this 17th day of November, 2022.

  
\_\_\_\_\_  
Rob Bare, Esq.  
Law Office of Rob Bare

FOR ROSS E. ARMSTRONG, ESQ.  
Executive Director  
Nevada Commission on Ethics

DATED this 17 day of November, 2022.

  
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Elizabeth J. Bassett, Esq.  
Associate Counsel

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Approved as to form by:

FOR NEVADA COMMISSION ON ETHICS

DATED this 17<sup>th</sup> day of November, 2022.

/s/ Tracy L. Chase  
Tracy L. Chase, Esq.  
Commission Counsel

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

DATED this 17<sup>th</sup> day of November, 2022.<sup>2</sup>

By: /s/ Brian Duffrin  
Brian Duffrin  
Vice Chair

By: Absent  
Damian Sheets, Esq.  
Commissioner

By: /s/ Barbara Gruenewald  
Barbara Gruenewald, Esq.  
Commissioner

By: /s/ Amanda Yen  
Amanda Yen, Esq.  
Commissioner

By: /s/ James Oscarson  
James Oscarson  
Commissioner

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<sup>2</sup> Pursuant to NRS 281A.220(4), Chair Wallin and Commissioners Lowry and Towler, as assigned members to the Review Panel, are precluded from consideration of this matter.