



STATE OF NEVADA

BEFORE THE NEVADA COMMISSION ON ETHICS

In re **William Gardner**,
Former Deputy Administrator/Chief
Administrative Officer,
Department of Business and Industry,
Division of Industrial Relations,
State of Nevada,

Ethics Complaint
Case No. 25-157C

Subject./

STIPULATED AGREEMENT

1. **PURPOSE:** This Stipulated Agreement resolves Ethics Complaint Case No. 25-157C before the Nevada Commission on Ethics (“Commission”) concerning William Gardner (“Gardner”), Former Deputy Administrator/Chief Administrative Officer for the Division of Industrial Relations (“Division”).
2. **JURISDICTION:** At all material times, Gardner served as the Deputy Administrator/Chief Administrative Officer for the Division of Industrial Relations and was a public officer as defined in NRS 281A.160 and NRS 281A.180. 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 Gardner in this matter.
3. **PROCEDURAL HISTORY BEFORE COMMISSION:**
 - a. On August 26, 2025, the Commission received Ethics Complaint No. 25-157C from a member of the public (“Requester”) alleging violation of NRS 281A.550.
 - b. On October 13, 2025, the Commission issued its *Order on Jurisdiction and Investigation* regarding the Complaint’s alleged violation of NRS 281A.550.
 - c. Also on October 13, 2025, the Executive Director sent Gardner a *Notice of Complaint and Investigation* with an opportunity for Gardner to submit a response to the allegations.

d. Gardner waived the time requirements for an investigation and review panel determination pursuant to NRS 281A.725.

e. On November 17, 2025, through his counsel, Gardner provided a timely response to the allegation.

f. A Review Panel Determination issued on January 21, 2026, 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 violation of NRS 281A.550.

g. 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. Gardner served as the Chief Administrative Officer/Deputy Administrator for the Nevada Occupational Safety and Health Administration (“OSHA”), Nevada Department of Business and Industry, Division of Industrial Relations (“Division”) from July 2021 to August 26, 2025, although Gardner’s last physical day of work was July 28, 2025.

b. Gardner was responsible for overseeing Nevada OSHA, which is tasked with enforcing workplace safety regulations at businesses in the public and private sector throughout Nevada pursuant to NRS Chapter 618 and NAC 618.

c. In his position with Nevada OSHA, Gardner was responsible for formulation of policy contained in NAC 618. Gardner also controlled and influenced OSHA investigations which affected businesses regulated by NRS 618 and NAC 618.

d. After leaving the OSHA office on July 28, 2025, Gardner began searching for new employment to continue to provide for his family.

e. Gardner is now employed as a Senior Safety Manager with The PENTA Building Group (“PENTA”) responsible for quality assurance programs and workplace safety. Gardner has no contact with PENTA regarding possible employment prior to July 28, 2025.

f. On August 21, 2025, Gardner submitted an email to an OSHA employee with an application to serve as a Safety Coordinator for an Owner Consolidated Insurance Program (“OCIP”). This program is governed under NRS 616B.725(3).

5. TERMS / CONCLUSIONS OF LAW: Based on the foregoing, Gardner 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. Gardner was a public officer as defined in NRS 281A.160 and NRS 281A.180.

c. Gardner’s course of conduct resulted in a single non-willful violation of NRS 281A.550.¹

d. Based upon the consideration and application of the statutory factors set forth in NRS 281A.775, Gardner and the Commission agree that pursuant to NRS 281A.170 one non-willful violation will be imposed under NRS 281A.550 based on the following considerations:

- 1) Public Policy: Violations of the cooling off provisions found in NRS 281A.550 are serious and can undermine the public’s faith in government. However, in this instance Gardner had no pre-departure discussions with PENTA and the investigation revealed no facts regarding Gardner taking action while at OSHA to favor PENTA in exchange for future employment.
- 2) Previous History: Gardner has not previously been the subject of any violation of the Ethics Law.
- 3) Cost of Investigation and Proceedings: Gardner was diligent to cooperate with and participate in the Commission’s investigation and resolution of this matter. Because Gardner was willing to resolve the matter prior to an adjudicatory hearing, significant Commission resources were preserved.
- 4) Prompt correction of the violation: Gardner did submit a request for an Advisory Opinion prior to the Complaint being filed in this matter but after accepting employment at PENTA. Although the timing of Gardner’s request

¹ Willful violation means a violation where the public officer acts intentionally and knowingly. NRS 281.A.170

would have precluded him from the relief available pursuant to NRS 281A.550, several factors established in the statute weigh in Gardner's favor including the broad jurisdiction of OSHA, the importance of workplace safety for Nevadans, and no other indicators of ethical issues surrounding the circumstances.

- 5) Financial Gain: Gardner received financial gain from the new employment but there is no evidence of any special bonuses or gain beyond a standard employment salary.
- 6) Additional Factors: In its review of the investigation in total the Review Panel made special note of the broad jurisdiction of OSHA and requested the Commission consider that information and the circumstances of Gardner's separation from State service when determining an appropriate remedy.
 - e. Gardner agrees to not consult or lobby on any Nevada OSHA related items for PENTA, regardless of whether or not they were issues before the agency while he was there, prior to August 26, 2026 and to otherwise comply with the requirements of NRS 281A.410.
 - f. Gardner agrees to successfully complete Cooling Off training as approved by the Executive Director within 60 days of approval of this agreement. He also agrees to provide the PENTA human resources team with information related to the Ethics Law's Cooling Off requirements.
 - g. 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.
 - h. This Agreement is not intended to be applicable to or create any admission of liability by Gardner for any other proceeding against or involving Gardner, 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. Gardner knowingly and voluntarily waives his right to a hearing before the full Commission on the allegations in Ethics Complaint Case No. 25-157C 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. Gardner 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 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 March 18, 2026.²

DATED this 6 day of March, 2026.



William Gardner

DATED this 6th day of March, 2026.



William Peterson, Esq.
Snell & Wilmer

DATED this 5th day of March, 2026.

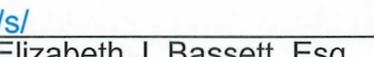


Ross E. Armstrong, Esq.
Executive Director

Approved as to form by:

FOR NEVADA COMMISSION ON ETHICS

DATED this ___ day of _____, 2026.



Elizabeth J. Bassett, Esq.
Commission Counsel

² 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 his character, alleged misconduct, professional competence, or physical or mental health.

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a. Gardner knowingly and voluntarily waives his right to a hearing before the full Commission on the allegations in Ethics Complaint Case No. 25-157C 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. Gardner 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.

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DATED this _____ day of _____, 2026.

William Gardner

DATED this _____ day of _____, 2026.

William Peterson, Esq.
Snell & Wilmer

DATED this _____ day of _____, 2026.

/s/_____
Ross E. Armstrong, Esq.
Executive Director

Approved as to form by:

FOR NEVADA COMMISSION ON ETHICS

DATED this 18th day of March, 2026.

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

² 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 his character, alleged misconduct, professional competence, or physical or mental health.

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

DATED this 18th day of March, 2026.

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

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

By: /s/ Michael Langton
Michael Langton, Esq.
Commissioner

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

By: /s/ John Miller
John Miller
Commissioner