

In the Matter of

Denise Herndon

Respondent

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Before the

State Ethics Commission

Complaint No. C-6-25

ORDER

Having considered the Stipulation of Settlement Agreement entered into between the Respondent, Denise Herndon, and Katherine P. Thompson, Staff Counsel to the State Ethics Commission, on October 9, 2025, the State Ethics Commission hereby determines that the matter complained of herein has been settled by the Respondent's execution of the Stipulation of Settlement Agreement, attached hereto and made part hereof.

ORDERED, that the Respondent is reprimanded, and that this Order and the Stipulation of Settlement Agreement are public documents.

STATE ETHICS COMMISSION

Date: November 13, 2025

By: 
Craig D. Roswell, Chair

In the Matter of:

DENISE HERNDON

Respondent

Before the State Ethics Commission

Complaint No. C-6-25

STIPULATION OF SETTLEMENT AGREEMENT

9th This Stipulation of Settlement Agreement (hereinafter "Agreement") was made on the day of October, 2025, between Denise Herndon, Respondent, and Katherine P. Thompson, Staff Counsel to the State Ethics Commission ("Staff Counsel").

STIPULATIONS

1. The State Ethics Commission ("the Commission") is an executive agency of the State of Maryland established for the purpose of enforcing the Maryland Public Ethics Law (General Provisions Article, Title 5, Annotated Code of Maryland, (hereinafter the "Ethics Law")).
2. Denise Herndon (the "Respondent") was, at all times relevant to this matter, employed by the Maryland State Department of Assessments and Taxation ("SDAT"), an executive agency of the State of Maryland, and an employee subject to the conflicts of interest provisions of the Ethics Law.
3. The Respondent is employed as Supervisor of Assessments for SDAT, in which she manages a large group of employees under three sections: clerical, residential, and commercial, and values properties in Anne Arundel County for tax purposes.
4. On April 10, 2025, the Commission received a complaint from an individual ("the Complainant") alleging that the Respondent violated provisions of the Ethics Law. The Commission met on June 12, 2025, and authorized the issuance of the complaint. Staff Counsel was directed to perform a preliminary investigation into the allegations.
5. On June 16, 2025, a copy of the foregoing complaint issued in proceeding C-6-25 was forwarded by both regular mail and electronic mail to the Respondent.
6. During Staff Counsel's investigation and review of documents, it was determined that the Respondent used State resources to conduct activities involving personal matters for her own benefit or the benefit of others.
7. During the investigation, it was also determined that the Respondent failed to fully disclose relevant information on her financial disclosure forms, such as a newly acquired real property in 2024, mortgage loan information, and her spouse's employment. On August 21, 2025, the Respondent amended her financial

disclosure forms to fully disclose all pertinent information.

8. Section 5-506 of the Ethics Law prohibits a State employee or official from intentionally using the prestige of his or her office for his or her own private gain or that of another. The Commission has determined that § 5-506 prohibits a State employee or official from engaging in activities unrelated to their State duties while on State time or using State resources and facilities for their own personal gain or that of another.
9. Section 5-607 of the Ethics Law requires that a financial disclosure statement shall contain schedules disclosing the information and interests specified in the section, if known, for the individual making the statement for the applicable period.
10. The Respondent has been forthright in her cooperation in Staff Counsel's review of this matter.
11. The Respondent is voluntarily entering into this Agreement to admit certain violations of the Ethics Law, to accept certain sanctions, and to resolve the matter now pending against her without a hearing before the Commission,

NOW THEREFORE, in consideration of the agreed facts contained herein, and effective on the date of the Commission's acceptance of the terms of this Agreement, Denise Herndon, Respondent, and Katherine P. Thompson, Staff Counsel, agree as follows:

- A. The Respondent stipulates that her use of State resources for her own private gain or that of another was in violation of the prestige of office provision in § 5-506 of the Ethics Law.
- B. The Respondent stipulates that her failure to fully disclose relevant information on her financial disclosure forms was in violation of § 5-607 of the Ethics Law.
- C. The Respondent understands that violations of the conflicts of interest provisions of the Ethics Law may result in civil fines pursuant to § 5-902 of the Ethics Law. The Respondent further agrees to pay, in lieu of potential fines, the sum of ONE HUNDRED and no/100 DOLLARS (\$100.00) for the above admitted violations of the Ethics Law. That said sum will be paid by check or money order made payable to the "State of Maryland" in care of the Commission on or before October 10, 2025. The fee shall be distributed to the Fair Campaign Financing Fund established under § 15-103 of the Fair Campaign Finance Article. If the fee is not paid, it is agreed that the matter will be transferred to the Maryland State Central Collection Unit for the purpose of collecting the monies owed.

- D. This Agreement will serve as a reprimand to the Respondent for the above admitted violations of the Ethics Law effective the date of the Commission's acceptance of this Agreement.
- E. The Commission will transmit a copy of this Agreement to the Governor and the Director of SDAT.
- F. The Respondent waives any formal proceedings and hearing in this matter if the Commission accepts this Agreement and agrees that acceptance of this Agreement by the Commission constitutes a final action and finding of violation by the Commission.
- G. The Respondent further agrees that this Agreement is not subject to the confidentiality provisions of the Ethics Law and will be public information unless otherwise protected.
- H. Upon execution of this Agreement by the Respondent, Staff Counsel will recommend that the Commission suspend any further proceedings against the Respondent and recommend further that the Commission issue a Final Order consistent with the terms of this Agreement. Should the Respondent fail to comply with the terms of this Agreement, and after written notice to her, the Commission reserves the right to issue a further order regarding this matter or to schedule a hearing in this matter.
- I. In the event that the Commission declines to accept this Agreement, both the Respondent and Staff Counsel are relieved of their respective obligations hereunder, and neither this Agreement, nor any admission it may contain, shall be admissible in any subsequent proceeding by the Commission.
- J. The Respondent and Staff Counsel are entering into this Agreement for the sole purpose of resolving this matter and for no other purpose.

IN WITNESS WHEREOF, Denise Herndon, Respondent, and Katherine P. Thompson, Staff Counsel, State Ethics Commission, have hereunto set their hands.



Katherine P. Thompson, Staff Counsel
State Ethics Commission
45 Calvert Street, 3rd Floor
Annapolis, Maryland 21401
(410) 260-7770



Denise Herndon

State of Maryland

County of: Anne Arundel, to wit:

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Denise Herndon, who made oath in due form of law on this 9th day of October, 2025, that the matters and facts hereinabove set forth in the Stipulation of Settlement Agreement are true to the best of her knowledge, information, and belief, and it is her voluntary act and that she executed this Agreement for the purposes set forth herein.

[REDACTED]
Notary Public

My Commission Expires: June 20, 2029

(Notary Seal)



State of Maryland,

County of: Anne Arundel, to wit:

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Katherine P. Thompson, Staff Counsel to the State Ethics Commission, who made oath on this 24th day of October, 2025, in due form of law that she executed this Agreement for the purposes therein contained.

[REDACTED]
Notary Public

My Commission Expires: June 20, 2029

(Notary Seal)



Accepted by the Commission

[REDACTED]
Craig D. Roswell, Chair
for the Commission

Date: 11/13/25