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In the Matter of	*	Before the
Keith Thomas	*	State Ethics Commission
Respondent	*	Complaint No. C-13-22
	*	

**ORDER**

Having considered the Stipulation of Settlement Agreement entered into between the Respondent, Keith Thomas, and Katherine P. Thompson, Staff Counsel to the State Ethics Commission, on May 18, 2023, 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: June 15, 2023

By:   
Craig Roswell, Chair

**In the Matter of:**

**KEITH THOMAS**

**Respondent**

**Before the State Ethics Commission**

**Complaint No. C-13-22**

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**STIPULATION OF SETTLEMENT AGREEMENT**

This Stipulation of Settlement Agreement (hereinafter "Agreement") was made on the 19<sup>th</sup> day of May, 2023, between Keith Thomas, Respondent, and Katherine P. Thompson, Staff Counsel to the State Ethics Commission ("Staff Counsel").

***STIPULATIONS***

1. The State Ethics Commission ("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. Keith Thomas (the "Respondent") was, at all times relevant to this matter, employed by the Maryland Department of State Police ("MSP"), 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 a First Sergeant with the Aviation Command for MSP. The Respondent's primary duty is to supervise the duty officers that act as operation control specialists for Aviation Command.
4. On October 27, 2022, the Commission received correspondence from an individual (the "Complainant") requesting that a complaint be issued against the Respondent for participating in matters involving Flight Vector in his MSP position, while the Respondent was employed by Softech, LLC ("Softech"), the company that owns the Flight Vector technology used by MSP, in his private capacity.
5. The Respondent previously sought secondary employment advice from the Commission. The Commission informally reviewed the Respondent's request for approval of his secondary employment at its meeting on March 31, 2021, and approved the Respondent's outside employment with Softech subject to the participation, prestige, and confidentiality provisions of the Ethics Law as detailed in an April 1, 2021 letter to the Respondent.
6. The Commission met on November 17, 2022, and authorized the issuance of the complaint. Staff Counsel was directed to perform a preliminary investigation into the allegations. During Staff Counsel's investigation and review of documents, it was determined that the Respondent did not abide by the requirements detailed in

the April 1, 2021 letter approving his outside employment.

7. Section 5-501 of the Ethics Law prohibits a State employee from participating in matters in which the employee, or an entity that they have an employment relationship with, has an interest. Through its published opinions, the Commission has defined a "matter" as "any proceeding, application submission, request for ruling or other determination, contract, claim, case or other such particular matter." (Op. No. 80-17). Further, the Commission, in its opinions, has defined "participate" as "a State officer or employee in any proceeding, decision, determination, finding, ruling, order, grant, payment, award, license, contract, transaction, sanction or approval, or the denial thereof, or failure to act with respect thereto, personally and substantially through approval, disapproval, decision, recommendation, the rendering of advice, investigation or otherwise." (Op. No. 80-17).
8. The Respondent's advice letter included guidance that he was not to participate in any matter involving Sofitech or Flight Vector in his MSP position. It included specific prohibitions on any involvement in any interactions with Flight Vector, including direct communications with anyone from Flight Vector and that any issues with Flight Vector would be handled by the Respondent's supervisor.
9. The Respondent has been forthright in his cooperation in Staff Counsel's review of this matter.
10. The Respondent is voluntarily entering into this Agreement to admit his failure to follow previous Commission advice, to accept certain sanctions, and to resolve the matter now pending against him 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, Keith Thomas, Respondent, and Katherine P. Thompson, Staff Counsel, agree as follows:

- A. The Respondent admits that he did not follow the previous advice given by the Commission in connection with approval of his secondary employment with Sofitech.
- B. The Commission's April 1, 2021 approval of secondary employment has been rescinded.
- C. Respondent has not worked for Flight Vector since October 2022 and will not accept further employment with Flight Vector unless, and until, the Commission reviews and approves the outside employment in a new request.
- D. The Respondent understands that he did not follow the advice as given in the April 1, 2021 letter and that violations of the conflict 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 June 1, 2023. 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.

- F. This Agreement will serve as a reprimand to the Respondent effective the date of the Commission's acceptance of this Agreement.
- G. The Commission will transmit a copy of this Agreement to the Complainant, the Governor, and the Secretary of MSP.
- H. 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.
- I. The Respondent further agrees that the Agreement and the April 1, 2021 letter granting approval of the secondary employment is not subject to the confidentiality provisions of the Ethics Law and will be public information unless otherwise protected.
- J. 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 him, the Commission reserves the right to issue a further order regarding this matter or to schedule a hearing in this matter.
- K. 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.
- L. The Respondent and Staff Counsel are entering into this Agreement for the sole purpose of resolving the matters arising under the Commission's complaint and for no other purpose.

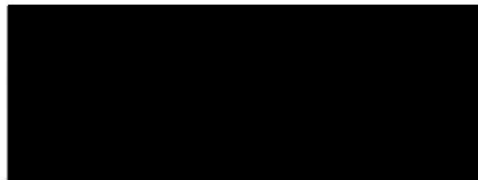
IN WITNESS WHEREOF, Keith Thomas, Respondent, and Katherine P. Thompson, Staff Counsel, State Ethics Commission, have hereunto set their hands.



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



Keith Thomas



Rebecca L. Smith, Esquire  
Warnken, LLC, Attorneys-at-Law  
2 Reservoir Circle, Suite 200  
Pikesville, Maryland 21208  
Attorney for Respondent

State of Maryland  
County of: Montgomery, to wit:

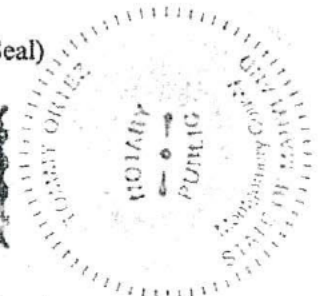
Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Keith Thomas, who made oath in due form of law on this 18 day of May, 2023, that the matters and facts hereinabove set forth in the Stipulation of Settlement Agreement are true to the best of his knowledge, information and belief, that it is his voluntary act and that he executed this Agreement for the purposes set forth herein.

[Redacted Signature]

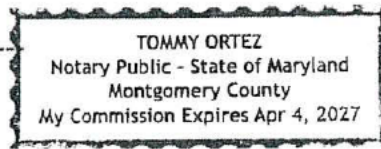
Notary Public

My Commission Expires: 04/04/2027

(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 30<sup>th</sup> day of May, 2023, in due form of law that she executed this Agreement for the purposes therein contained.

[Redacted Signature]

Notary Public

My Commission Expires: June 20, 2025

(Notary Seal)



Accepted by the Commission

[Redacted Signature]

Craig D. Roswell, Chair  
for the Commission

Date: 6/15/23