

**BEFORE THE ETHICS COMMISSION
STATE OF OKLAHOMA**

In the matter of:)
)
Oklahoma House Democratic Campaign Committee,))
A Limited Political Action Committee,)
and) Case No. 2024-29
Joe Hartman, former Chair and Treasurer of)
Oklahoma House Democratic Campaign Committee)
)
Respondent(s).)

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into between the Oklahoma Ethics Commission (“Commission”) and Oklahoma House Democratic Campaign Committee, a Limited Political Action Committee (“Committee”), and Joe Hartman, former Chair and Treasurer of Oklahoma House Democratic Campaign Committee (“Hartman” or together with Committee as “Respondents”). This Agreement is conditioned on and will become effective upon approval by the Commission.

WHEREAS Respondent Committee is the Oklahoma House Democratic Campaign Committee, a limited political action committee registered with the Oklahoma Ethics Commission, and Joe Hartman is the former Chair and Treasurer of said Committee.

WHEREAS the Commission has jurisdiction over Respondents and the subject matter of this Agreement.

WHEREAS the Commission is authorized to initiate investigations on possible violations of the Oklahoma Ethics Rules and to resolve investigations through Settlement Agreements pursuant to Article XXIX, Section 4 of the Oklahoma Constitution and 74 O.S. Ch. 62, Appendix I (the “Ethics Rules”).

WHEREAS at its meeting December 6, 2024, the Commission determined there was reasonable cause to believe that a violation of one or more provisions under the Ethics Rules in effect at the time of the alleged violations may have occurred and authorized an investigation in this matter.

WHEREAS on March 2, 2026, the Commission issued a Notice of Allegations (“NOA”) outlining the allegations in this matter, and after an extension, Respondents filed a written response on April 9, 2026, as required by the Ethics Rules.

WHEREAS the Parties have agreed to amicably resolve and settle the claims in this matter and wish to memorialize the terms of their agreement in this Settlement Agreement.

WHEREAS the Parties acknowledge that they are entering into this Agreement knowingly, willingly, and voluntarily and after consultation with the counsel of their choosing.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy, sufficiency, and timeliness of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

- I. **Recitals.** The foregoing recitals are expressly incorporated as part of this Agreement, and the Parties confirm and represent to one another that said Recitals are true and correct to the best of their knowledge, information, and belief.

- II. **Terms of Settlement.** In consideration of the Commission's release of claims and execution of this Agreement, and in exchange for the promises, waivers, and releases set forth in this Agreement, the Respondents agree to pay the Commission the cumulative total of \$37,500 to the Oklahoma Ethics Commission, as follows:
 - a. No later than May 31, 2026, Respondent Committee shall pay, by certified check made payable to the State of Oklahoma, the amount of \$5,000.00, and shall deliver proof of said payment to the Commission.

 - b. No later than May 31, 2026, Respondent Joe Hartman (through 21st Century Majority Project, LLC) shall pay, by certified check made payable to the State of Oklahoma, the amount of \$5,000.00, and shall deliver proof of said payment to the Commission.

 - c. Beginning no later than June 30, 2026, and monthly thereafter on or before the last day of each and every month, with the final payment being submitted October 31, 2026, Respondent Joe Hartman (through 21st Century Majority Project, LLC) shall pay by certified check, to the State of Oklahoma, \$5,000.00 (except that the final monthly payment shall be \$7,500), and shall deliver proof of said payment to the Commission.

- III. **Statement of Responsibility.**
 - a. Respondents acknowledge that their recordkeeping and expenditure policies were substandard during the 2024 election cycle and led to violations of the Ethics Rules. Respondents have since adopted recordkeeping and expenditure policies that they expect to prevent such violations in the future.

 - b. Upon execution of this Agreement, Respondents admit to violations of the following Ethics Rules:
 - i. Respondents expended PAC funds by way of internet transfers, instead of by debit card or check, in violation of Rule 2.95.

- ii. Respondents reported payments to 21st Century Majority Project, LLC, when some of those payments were instead issued directly to Joe Hartman via internet transfers, violating Rule 2.95.
 - iii. Respondents reported payments for “General Consulting Services” to Joe Hartman in violation of Rule 2.105; and without proper invoicing in violation of Rule 2.83.
 - iv. Respondents failed to maintain complete and accurate Committee records for at least four years as required by Rule 2.83.
 - c. For the purpose of settling this matter expeditiously and avoiding litigation, with no admission as to the merit of the legal conclusions or with respect to any other proceeding. Respondents agree not to contest that:
 - i. Respondents accepted in-kind contributions in the form of free office space, without properly reporting said contributions, in violation of Rule 2.105.
 - ii. Respondents accepted in-kind contributions in the form of free office space from Joe Hartman through 21st Century Majority Project, LLC, in excess of the limited amount allowed in violation of Rule 2.33.
- IV. The Parties acknowledge and agree that they are solely responsible for paying any attorney's fees and costs incurred in this Case. Should either Party bring an action to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees, in addition to any other relief to which the prevailing party may be entitled.
- V. This Agreement constitutes the entire agreement between the Parties on the matters raised in this Agreement and the issued Notice of Allegations in Commission Case No. 2024-29 as of the Effective Date of this Agreement. No other statement, promise or agreement, either written or oral, made by any Party or by agents of any Party, that is not contained within this written agreement, shall be enforceable.
- VI. Upon completion of the terms of this Agreement, Respondents in Ethics Commission Case No. 2024-29 will be fully and finally released from liability under the Ethics Rules for the matters identified in the Notice of Allegations and this Agreement. Excluded from this release are claims that cannot be waived by law, and claims for enforcement of this Agreement.
- VII. Severability. If any of the provisions, terms, or clauses of this Agreement are declared illegal, unenforceable, or ineffective by an authority of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Agreement shall remain valid and binding upon both Parties.

For the Respondents:

Joe Hartman

4/22/2026

Joe Hartman, former Chair and Treasurer of Oklahoma
House Democratic Campaign Commission

Date

Attorney for Oklahoma House Democratic Campaign Committee:

Jon Berkon

4/22/26

Jon Berkon
Elias Law Group LLP

Date

For the Commission:

Lee Anne Bruce Boone

5/14/2026

Lee Anne Bruce Boone, Executive Director

Date