

**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 21<sup>st</sup> 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



Confidential

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March 2, 2026

Oklahoma House Democratic Campaign Committee  
c/o Jonathan A. Peterson  
Elias Law Group LLP  
Via Email to [jpeterson@elias.law](mailto:jpeterson@elias.law)

**RE: Notice Of Allegations of Ethics Rule Violations, Rule 2, Campaign Finance**  
Case No. 2024-29, In the Matter of Oklahoma House Democratic Campaign Committee

Dear Oklahoma House Democratic Campaign Committee PAC:

At its meeting on December 6, 2024, the Oklahoma Ethics Commission (“Commission”) determined there was reasonable cause to believe that violations of one or more provisions under Campaign Finance Ethics Rule 2 may have occurred in the above-referenced matter and pursuant to Ethics Rule 6.7, authorized a formal investigation into the Oklahoma House Democratic Campaign Committee PAC, (“PAC” or “Respondent”). Per Ethics Rule 6.10, below are allegations of violations of the Ethics Rules, Campaign Finance Ethics Rule 2, as identified by the Commission at this point in the investigation.

You have an opportunity to respond to these allegations in writing no later than **20 days from the date of this Notice**. The response to the allegations provided in this Notice should include any documents supporting your response. Supporting documentation provided to the Commission may result in the removal and/or modification of some or all of the facts and/or allegations. You may request one extension of twenty (20) additional days in which to respond. You may seek the advice of an attorney in responding to this Notice. Any attorney representing a Respondent(s) in this matter must submit a letter of representation to the Commission at the address listed below in advance of, or in conjunction with, the response to this Notice.

You may request to appear before the Commission to respond orally to the allegations, so long as *you or your representative actually appear before the Commission within the time frame provided for filing the written response*. Ethics Rule 6.10. Respondent(s) seeking to respond by oral presentation to the Commission are responsible for being aware of the date and time of Commission meetings in order to appear timely. Any requests for additional time to respond to the allegations beyond the first request for an extension are at the exclusive discretion of the Commission, not Commission staff, to grant. ***Failure to respond to the allegations herein shall be deemed an admission(s)***. Ethics Rule 6.10.

Submit the written response to the Oklahoma Ethics Commission by email or by delivery on or before the deadline provided herein for the response, to:

Oklahoma Ethics Commission,  
*Attn: General Counsel*  
2300 N. Lincoln Blvd., Room G-27  
Oklahoma City, OK 73105  
[Margaret.kerr@ethics.ok.gov](mailto:Margaret.kerr@ethics.ok.gov)

To review the Oklahoma Ethics Commission laws and rules, as well as the Enforcement and Compliance Guide, visit the Commission website at <https://www.ok.gov/ethics/>.

After the time for a response to these allegations has passed, the Commission may take action as provided in the Constitution and laws of the State of Oklahoma, including but not limited to, prosecution of a civil lawsuit. Monetary penalties and other remedies that may be ordered by the District Court for violation of the Ethics Rules are provided in Rule 6. Liability for such may be assessed against a committee and/or its officers. Separate monetary penalties may be assessed against each person found to have violated the Ethics Rules in the event the District Court finds more than one person liable for a violation of the Ethics Rules.

Please be advised that this Notice only includes alleged violations of the Ethics Rules. It neither includes nor considers any allegations of violations of the criminal code or other laws.

## I. FACTS

1. Oklahoma House Democratic Campaign Committee PAC registered as a Limited Committee with the Commission by filing a Statement of Organization on 1/2/2023.
2. Sean Borelli is identified as the Treasurer of PAC in the Statement of Organization, and later Joe Hartman becomes Treasurer on 4/26/2024 until 1/30/2026.
3. Joe Hartman is the Chair of PAC until 1/30/2026.
4. The person filing the reports with the Commission in the Guardian system must sign and testify to the following statement:

By signing, electronic or otherwise, my name below, I acknowledge that the information submitted is **complete, true and accurate as of the date submitted**. **I understand that failure to provide such information is a violation of the Ethics Rules in Oklahoma.** I understand that I can update the information above at any time by filing an amended [Contributions and Expenditures Report/Continuing Report of Contributions/Statement of Organization]. [emphasis added].

5. PAC has over 50 transfers which are not made by debit card or check as required by the Ethics Rules, but instead by direct deposit or internet transfer.
6. The PAC quarterly reports reflect payments to 21<sup>st</sup> Century Majority Project, LLC (“21<sup>st</sup> Century”). However, the corresponding internet transfers for those payments are not all made to 21<sup>st</sup> Century; some are made directly to Joe Hartman.

For example: In January, 2025, PAC completed four internet transfers as follows: \$5,000 to #3986; \$3,000 to #3986; \$2,000 to #8163; \$1,000 to #8163. All four expenditures are reported as being to 21<sup>st</sup> Century on the PAC’s quarterly report, but two of those transfers are made directly to Joe Hartman.

7. PAC reports over \$30,000 in payments to Joe Hartman for “General Consulting Services” without providing details as to the type of consultation.
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8. Payments made by the PAC for consulting services do not match the invoices.

For example, in 2024, PAC *reports* paying \$146,850 to 21<sup>st</sup> Century, and \$35,500 to Joe Hartman; in 2025 PAC *reports* paying \$22,500 to 21<sup>st</sup> Century.

However, the 2024 invoices from 21<sup>st</sup> Century only total \$121,350, and there are *no* 2025 invoices from 21<sup>st</sup> Century, and no invoices from Joe Hartman, personally, to the PAC for any year.

9. The PAC operates out of property located at 713 NW 17<sup>th</sup> Street, Oklahoma City, OK, 73013 (the “Property”). 21<sup>st</sup> Century is the Lessee of said Property. 21<sup>st</sup> Century allows PAC to use and operate out of the Property without charging rent; this would be an in-kind donation from 21<sup>st</sup> Century to the PAC, however PAC does not log any in-kind donations in its reporting.

LLCs can contribute to a PAC, and the contribution is attributed to the proportionate ownership of the LLC. 21<sup>st</sup> Century is owned 100% by Joseph Hartman, therefore use of said office space is an in-kind donation from Joseph Hartman to the PAC and should be attributed to him at the commercially reasonable rental rate for said property.

## Subpoena

10. Commission issued a subpoena duces tecum to Respondent PAC on 4/16/2025, (hereinafter referred to as “Subpoena”).
11. After an extension, PAC responded to the Subpoena on 5/23/2025, and provided a supplemental response on 8/1/2025.
12. Respondent has not indicated whether the subpoena production was a complete response.

## II. APPLICABLE LAW

13. Political action committee funds are required to be expended from the campaign’s bank account via one of two methods: check or debit card. Ethics Rule 2.95.
  14. Rule 2.105 requires political action committees to file Reports of Contributions and Expenditures to disclose *all* contributions and funds received; *all* expenditures, transfers, refunds given, and contributions made; among other things required to be reported. Itemization is required for expenditures over \$200 and contributions over \$50.
  15. Rule 2.39 prohibits the personal use of contributions; it provides in part:  
No contributions accepted by a political action committee may be converted by any person to personal use. “Personal use” includes any use of funds to fulfill a commitment, obligation or expense of any person that would exist irrespective of a political action committee’s activity.
  16. Rule 2.83 requires the Treasurer to maintain all financial records and accounts, receipts, deposit slips, and all evidence of contributions and expenditures for a period of four (4) years.
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17. Rule 2.2(14) provides that a Limited Committee may “not accept contributions in excess of the limits prescribed for limited committees.”
18. Rule 2.33 prohibits a limited committee from making or receiving a contribution over \$5,000 per year, other than to or from a political party.
19. Rule 2.41 dictates that a limited committee can make expenditures for limited purposes that further the purposes of the committee as expressed in the committee’s statement of organization.
20. Rule 2.105(B), Sections 1, 2 and 6 provide:
  - (1) The name, address, occupation and employer of any person other than a political action committee making a contribution or contributions exceeding Fifty Dollars (\$50.00) in value in the aggregate, the date and amount of any monetary or in-kind contributions made during the time period covered by the report, and the aggregate total of all contributions accepted from the person during the calendar year of the time period covered by the report;
  - (2) the total of all contributions accepted during the time-period covered by the report from contributors making contributions of no more than Fifty Dollars (\$50.00) in the aggregate, and the aggregate total of all such contributions during the calendar year of the time period covered by the report;
  - (6) the name and address of any person or entity to whom an expenditure of more than Two Hundred Dollars (\$200.00) in the aggregate was made during the time period covered by the report, a description of the goods or services purchased with the expenditure, and the aggregate total of all expenditures made to the person or entity during the calendar year of the time period covered by the report. Split purchasing for the purpose of evading reporting an expenditure shall be prohibited. Expenditures made to compensate political consultants and similar consultants shall be reported by identifying the type of services provided to the campaign by the consultants. Expenditures made by political consultants and other third parties on behalf of the committee shall be reported as if the expenditures were made by the committee. Expenditures made by using a credit card shall be reported by itemizing each individual expenditure of more than Two Hundred Dollars (\$200.00).

### III. ALLEGATIONS

The following incorporates by reference all the foregoing paragraphs of this Notice as though fully set forth herein. The allegations provided are based on the Commission’s knowledge at this point in the investigation. Allegations may be removed or added by the Commission as information becomes available. Additional allegations will result in supplemental notice(s) of allegations. **Commission alleges Respondent violated Campaign Finance Ethics Rule 2 (collectively, “Rule” or “Rules”) as follows:**

21. Respondent expended PAC funds by way of internet transfers, instead of by debit card or check, in violation of Rule 2.95.
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22. Respondent reported payments to 21st Century, when some of those payments were instead issued directly to Joe Hartman via internet transfers, violating Rules 2.95 and 2.39.
23. Respondent 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.
24. Respondent accepted in-kind contributions in the form of free office space, without properly reporting said contributions, in violation of Rule 2.105.
25. Respondent accepted in-kind contributions in the form of free office space from Joe Hartman through 21st Century, in excess of the limited amount allowed in violation of Rule 2.33.
26. Respondent has failed to maintain complete and accurate Committee records for at least four years as required by Rule 2.83.

Respectfully,

[/s/ Margaret C. Kerr](#)

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