BEFORE THE ETHICS COMMISSION
STATE OF OKLAHOMA

In the matter of:	)	
	)	
Michael Whelan, Treasurer and Chair,	)	
Working Families Political Action Committee,	)	
	)	Case No. 2026-09
Respondent.	)	

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between the Oklahoma Ethics Commission ("Commission") and Michael Whelan, ("Whelan" or "Respondent"), is the Treasurer and Chair of Working Families Political Action Committee ("Committee"). This Agreement has been approved by the Commission and the Respondent, as evidenced by the signatures attached hereto.

WHEREAS Committee is the Working Families Political Action Committee, an unlimited political action committee registered with the Oklahoma Ethics Commission, and Michael Whelan is the Chair and Treasurer of said Committee.

WHEREAS the Commission has jurisdiction over Whelan and Committee 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 29, Section 4 of the Oklahoma Constitution and 74 O.S. Ch. 62, Appendix I (the "Ethics Rules").

WHEREAS at its meeting April 9, 2026, the Commission determined there was reasonable cause to believe that a violation of one or more provisions under the Ethics Rules may have occurred and authorized a formal investigation in this matter.

WHEREAS on June 12, 2026, the Commission issued a Notice of Allegations ("NOA") outlining the allegations in this matter, and after an extension, Whelan filed a written response on August 6, 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, Whelan agree to each of the following provisions:

A. No later than October 9, 2026, Respondent Whelan shall pay, by certified check made payable to the State of Oklahoma, a civil penalty in the amount of $10,000.00, and shall deliver proof of said payment to the Commission;

B. No later than October 9, 2026, Respondent Whelan shall pay, by certified check made payable to the Ethics Commission:
   1. $217.80 as reimbursement to the Commission for its out-of-pocket costs incurred in this matter; and
   2. $4,782.20 as payment to the Commission for its attorney fees;

C. No later than October 9, 2026, Whelan will pay $1,000.00 for the two pending Proposed Compliance Orders dated 2/12/2026 and 2/13/2026 ($500 per Proposed Compliance Order) by certified check made payable to the Ethics Commission or online through the Guardian system;

D. Whelan will file all reports for the Committee including any delinquent reports;

E. Whelan will amend all Committee reports as needed to be consistent with the Committee's bank records;

F. Whelan will reinstate himself as Treasurer and will not remove himself as Treasurer until he has fully complied with the terms of the Settlement Agreement and not unless/until another Treasurer (who is an Oklahoma resident) signs on as Treasurer;

G. Whelan will complete training on campaign finance and compliance reporting with a compliance officer within 30 days of the date on this Agreement; and

H. Whelan will not serve as Treasurer of any committee until he has completed the training and fully satisfied all the terms of this Agreement.

III. **Statement of Responsibility.**

a. Whelan acknowledges his failure to maintain Committee records in violation of Rule 2.83.

b. Whelan admits to his failure to timely file reports as required by Rule 2.105.

c. Whelan admits to his failure to maintain current contact information as Chair and Treasurer of the Committee in violation of Rule 2.85.

d. Whelan acknowledges his failure to respond to communications from the Ethics Commission has led to extensive costs and attorney fees incurred by the Commission.

e. Whelan admits to converting Committee funds for personal use in violation of Rule 2.39.

f. Whelan admits to expending Committee funds by way of internet transfers, instead of by debit card or check, in violation of Rule 2.95.

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. 2026-09 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, Respondent in Ethics Commission Case No. 2026-09 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.

Michael Whelan:

9/8/26

Michael Whelan, Chair and Treasurer of
Working Families Political Action Committee

Date

For the Commission:

Lee Anne Bruce Boone, Executive Director

9/9/26

Date