

**STATE OF COLORADO
IN THE OFFICE OF THE SECRETARY OF STATE**

ELECTIONS DIVISION OF THE SECRETARY OF STATE,

Complainant,

vs.

ASHLEY GIRODO - CAMPAIGN

Respondent.

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between the Elections Division of the Colorado Secretary of State (“Division”) and Ashley Girodo - Campaign (“Respondent” or “Committee”).

Recitals

- A. The Committee is a candidate committee registered with the Colorado Secretary of State.
- B. The Committee was formed for the purpose of supporting Ashley Girodo’s candidacy for Park County Commissioner, District 3 in the November 2022 general election.
- C. During the course of the campaign, the Committee distributed \$6,995 (10,132 pieces of communication) worth of electioneering communications that failed to include compliant disclaimer statements. First, all of the non-complaint disclaimers failed to identify the Committee’s registered agent. Second, a small number of the communications (\$136 or 200 pieces of communication) included the following disclaimer: “Paid for by Girodo For Park County.” These communications were actually paid for by the Committee; “Ashley Girodo - Campaign,” “Girodo For Park County” is not a committee registered with the Secretary of State. Finally, Respondent had 12 signs that did not include any disclaimer- including the sign referenced in the Complaint.
- D. These communications that failed to include compliant disclaimers included signs, newspaper advertisements, flyers, and postcards..

E. The Committee cooperated with the Division's investigation, including in sharing receipts and invoices that enabled the Division to identify the source of many of the communications in question and the scope of the Committee's total spending.

F. Nothing in the Division's investigation suggested an intent to mislead the electorate. Rather, the Committee intended to and did include disclaimers on nearly all communications (with the exception of 12 signs), however the disclaimers were not compliant.

G. The Division filed a complaint with the Administrative Hearing Officer (the "Administrative Proceedings") on September 5, 2023. The Administrative Hearing Officer complaint will be dismissed if the Settlement Agreement is approved by the Deputy Secretary of State.

H. The Division and Respondent desire to resolve this matter without the expense of continued litigation. Therefore, in consideration of the mutual covenants contained in this Agreement, the parties agree and covenant as follows:

Agreement

Section 1. Deputy Secretary of State Approval

This Settlement Agreement and all promises contained within are contingent upon approval of the Deputy Secretary of State, which approval will be demonstrated by the Deputy Secretary's signature to this agreement. In the event the Deputy Secretary does not approve this Settlement Agreement, neither the Recitals above nor the promises below shall be binding upon, or enforceable against, either the Division or Respondent.

Section 2. Payment of Stipulated Penalty

Within 14 days of the Committee's receipt of an invoice from the Division, **the Committee shall pay \$209** to the Division.

If the Committee fails to comply with the terms of the settlement agreement, the Division may pursue other remedies available at law.

This penalty reflects Rule 23.3.3 of the Secretary's Rules on Campaign Finance. 8 CCR 1505-6. Specifically, Rule 23.3.3(d).

Because the Committee did not mitigate its violations in full prior to the election, the rule calls for a penalty of 10% of the cost of the communication, including the cost to distribute. Here, the Committee spent a total of \$6995 on

electioneering communications without compliant disclaimer statements, which would suggest a penalty of approximately \$699.

However, the Division finds mitigating circumstances here. First, the overwhelming majority of non-compliant communications included a disclaimer. But the disclaimers were non-compliant and failed to specifically identify the Committee's registered agent. Because the Committee's registered agent was the candidate' however, the registered agent's name was included on the communications, just not identified as the registered agent. As it has in prior cases, the Division considers this to be a significant mitigating factor.

Also, the Committee fully cooperated with the Division's investigation, most notably by providing significant documentation to assist with the Division's review of all expenditures potentially requiring disclaimer statements. Not only did this enable the Division to understand the scope of the violation, but it also demonstrates that the Committee lacked any intent to mislead the electorate.

Finally, the Committee was registered and someone looking for additional information about the communication, would have been able to locate the Committee, and the registered agent, through the TRACER system.

Accordingly, the Division finds that a penalty of 3% of the cost of the communications is sufficient to further the purposes of Colorado campaign finance law. That comes out to a total of \$209.

Section 3. Compliance with Colorado Campaign Finance Law

Respondent agrees to comply with Colorado law relating to disclaimer statements and to otherwise comply with Colorado Campaign Finance Law, including Article XXVIII of the Colorado Constitution, the Fair Campaign Practices Act, §§ 1-45-101, *et seq.*, and the rules of the Secretary of State concerning campaign and political finance.

Section 4. Dismissal of Administrative Proceedings

The Division will move to dismiss the Administrative Proceedings with prejudice within 7 days of when the Secretary of State sends a receipt to the Committee for the payment provided for in Section 2 of this Agreement.

Section 5. Admissions

Respondent admits that it did not include compliant disclaimer statements on electioneering communications totaling \$6,995.

Section 6. Release and Covenant Not to Sue

Respondent, for itself, its agents, assigns, representatives, attorneys, and subrogees, releases and forever discharges the Division, the Secretary of State, and the State of Colorado, and all of their former, current, and successor officers, employees, agents, and attorneys, from any and all claims, actions, causes of action, debts, demands, liabilities, losses, injuries, and/or damages arising from or relating to the Administrative Proceedings. Respondent further expressly agrees and covenants that it will not sue or assert any cause of action, at law or in equity and whether before a court of law or an administrative agency, against the Division, the Secretary of State, or the State of Colorado, or any of their former, current, and successor officers, employees, agents, and attorneys, for any claim arising from or related to the Administrative Proceedings.

Section 7. Waiver of Appeal Rights

Respondent expressly waives any right for further administrative or judicial review of any matter related to the Administrative Proceedings or this Agreement, including but not limited to any rights provided by §§ 24-4-105 and -106, C.R.S. (2022).

Section 8. Public Records

Respondent understands and agrees that this Agreement may be made available to the public on the Secretary of State's TRACER Campaign Finance reporting system and may also be made available to members of the public who serve a valid request under the Colorado Open Records Act, § 24-72-101, *et seq.*, C.R.S. (2021).

Section 9. Full and Complete Agreement

This Agreement, including any attachments referenced in the Agreement, constitutes the full and complete agreement of the parties and shall supersede any and all prior understandings, whether written or oral.

Section 10. Final Agency Action

This Settlement Agreement shall become final agency action under the State Administrative Procedures Act, §§ 24-4-101 *et seq.*, upon completion of all terms of compliance contained herein, including but not limited to dismissal of the Administrative Proceedings.

Section 11. Warranties

Respondent and the Division expressly warrant that they have carefully and completely read the terms of this Agreement. The parties expressly warrant that they have had the opportunity to consult with legal counsel before executing this Agreement, that they fully understand the terms of this Agreement, and that they enter into this Agreement knowingly and voluntarily, and without coercion, duress or undue influence. Each of the parties warrants that, in executing this Agreement, the parties have not relied upon any promise, warranty, or representation made by any other party, except as such promises, warranties, or representations are expressly stated in this Agreement. Finally, each of the signatories below warrants that they have authority to enter into the Agreement on behalf of the named parties.

ELECTIONS DIVISION OF THE SECRETARY OF STATE

09/29/2023

DATE



By: Timothy Gebhardt
Campaign Finance Enforcement Manager

ASHLEY GIRODO - CAMPAIGN

9/28/2023

DATE



By: Ashley Girodo
Registered Agent

ADOPTED AND APPROVED BY:

October 2, 2023

DATE



By: Christopher P. Beall
Deputy Secretary of State