

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

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ELECTIONS DIVISION OF THE SECRETARY OF STATE,

Complainant,

vs.

AT&T COLORADO EMPLOYEE PAC

Respondent.

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**SETTLEMENT AGREEMENT**

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This Settlement Agreement is entered into between the Elections Division of the Colorado Secretary of State (“Division”), and the AT&T Colorado Employee PAC (“Respondent”).

**Recitals**

A. Respondent is an employee-funded political committee whose purpose is “to accept and distribute funds to influence the nomination or election of candidates to state or local elective office who support the free enterprise system and advancement of the communications industry.”

B. While conducting a regular audit of “flags” of potential violations identified by the TRACER system, the Division discovered that Respondent failed to account for \$2,020.38 worth of contributions on its July 17, 2023, report of contributions and expenditures.

C. A Division-initiated complaint was filed against Respondent under section 1-45-111.7(7), C.R.S. on September 12, 2023, alleging that the Committee failed to completely and accurately report its contributions received and expenditures made.

E. During the Division’s review and investigation, Respondent fully cooperated with the Division, including by identifying the unreported contributions and working with the Division’s compliance team to ensure that all contributions and expenditures were accurately reported.

H. Nothing in the Division's investigation suggested an intent to mislead the electorate. Furthermore, Respondent has conducted an extensive audit and taken steps to make sure that those involved with the administration of the PAC understand what they need to do to remain in compliance.

I. The Division will be filing a complaint with the Administrative Hearing Officer (the "Administrative Proceedings"). The Administrative Hearing Officer complaint will be dismissed if the Settlement Agreement is adopted and approved.

J. 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, **Respondent shall pay \$201.02 to the Division.**

This penalty reflects Rule 23.3.3(b)(1) of the Secretary's Rules on Campaign Finance. 8 CCR 1505-6.

Because the Committee failed to file complete and accurate reports, Rule 23.3.3 (b)(1) calls for a penalty of \$100 per report plus 5% of the activity not accurately or completely reported. Here, the Committee failed to report \$2020.38 of contributions that should have been reflected on one report, which suggests a penalty of approximately \$201.02.

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

Section 3. Compliance with Colorado Campaign Finance Law

Respondent agrees to comply with Colorado law relating to reporting contributions and expenditures 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 they filed an inaccurate or incomplete report of contributions and expenditures, with respect to \$2020.38 of unreported contributions.

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 he 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.

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**ELECTIONS DIVISION OF THE SECRETARY OF STATE**

01/29/2024

DATE

*Chance Cochran*

By: Chance Cochran  
Campaign Finance Enforcement Legal  
Analyst

**AT&T COLORADO EMPLOYEE PAC**

12/22/2023

DATE

*Guillermo Lambarri*

By: Guillermo Lambarri  
Registered Agent

**ADOPTED AND APPROVED BY:**

January 30, 2024

DATE

*Christopher P. Beall*

By: Christopher P. Beall  
Deputy Secretary of State