

Settlement Agreement  
Elections Division v. Tracey Lauritzen

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

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ELECTIONS DIVISION OF THE SECRETARY OF STATE,

Complainant,

vs.

TRACEY LAURITZEN

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 Tracey Lauritzen (“Respondent”).

**Recitals**

A. Tracey Lauritzen was a candidate for Lake County Clerk and Recorder in 2022. Lauritzen won that election, and currently serves as the Lake County Clerk and Recorder.

B. Lauritzen announced her candidacy for Clerk in March 2022. Although she intended to set up a candidate committee for her run, she was initially unable to do so.

C. According to Lauritzen, this was the result of issues related to opening a bank account for the committee. Specifically, according to Lauritzen, her bank would not open an account for the committee without a hardcopy letter from the Internal Revenue Service.

D. Experiencing these difficulties, Lauritzen instead decided to run as a standalone candidate.

E. Ultimately, Lauritzen was able to register a candidate committee on October 13, 2022.

F. During the period in which she was running as a standalone candidate, and during the period in which she had a candidate committee, Lauritzen filed no reports of contributions or expenditures.

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G. However, in August 2022 Lauritzen spent approximately \$500 on yard signs and wire stakes for yard signs.

H. This expenditure was not reported as an expenditure by a standalone candidate. According to Lauritzen, the failure to report was the result of a glitch in the Secretary's TRACER system.

I. The Division initiated proceedings against Respondents with an Administrative Hearing Officer titled *Elections Division of the Secretary of State v. Tracey Lauritzen* (the "Administrative Proceedings"). The matter number with the AHO is 2023 AHO 0004.

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 receiving an invoice from the Division, Lauritzen shall pay a penalty of **\$100**.

This penalty reflects rule 23.3.3 of the Secretary's Rules on Campaign and Political Finance. Specifically, Rule 23.3.3(b)(1) suggests a penalty for failure to file complete and accurate reports of \$100 per report plus 5% of the activity not fully and accurately reported. Here, because there was only one expenditure totaling approximately \$500, that would suggest a penalty of \$120.

However, the Division finds mitigating circumstances here. Most notably, nothing in the Division's investigation suggests any intent to mislead the electorate. Instead, Lauritzen submitted several documents and a statement sworn under the penalty of perjury demonstrating that she worked diligently to clear up the misunderstanding related to her bank account. This included contacting her United States Representative for assistance obtaining a hardcopy letter from the Internal Revenue Service reflecting her candidate committee's employer identification

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number—something Lauritzen’s bank supposedly needed in order to open an account for the committee.<sup>1</sup>

Accordingly, the Division believes a penalty of \$100 is sufficient to satisfy the purposes of Colorado campaign finance 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 after the Deputy Secretary of State approves this Settlement Agreement

Section 5. Admissions

Respondent admits that the \$500 expenditure on yardsigns was not publicly reported in the Secretary of State’s TRACER system.

Section 6. Release and Covenant Not to Sue

Respondent, for herself, her agents, assigns, representatives, attorneys, and subrogees, release and forever discharge 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 she 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.

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<sup>1</sup> The Division has not verified the bank’s supposed refusal to open an account for the committee without a hardcopy letter from the IRS, and so it takes no position on this scenario except to note that it shows a level of diligence inconsistent with an intent to mislead the electorate.

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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. (2023).

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 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. (2022).

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. The parties agree that this agreement may be executed in counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed an original but all such counterparts together shall constitute one and the same instrument.

Section 10. Final Agency Action

Upon approval by the Deputy Secretary of State, this Settlement Agreement shall become final agency action under the Colorado Administrative Procedure Act, §§ 24-4-101 *et seq.*

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Section 11. Warranties

Respondents 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**

04/26/2024

\_\_\_\_\_  
DATE

*Timothy Gebhardt*

\_\_\_\_\_  
By: Timothy Gebhardt  
Campaign Finance Enforcement Manager

**TRACEY LAURITZEN**

4/26/24  
DATE

*Tracey Lauritzen*  
\_\_\_\_\_  
By: Tracey Lauritzen

**ADOPTED AND APPROVED BY:**

April 27, 2024  
\_\_\_\_\_  
DATE

*Christopher P. Beall*  
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By: Christopher P. Beall  
Deputy Secretary of State