

STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION

In the Matter of a Complaint by Maryli Secrest, Bridgeport

File No. 2015-117A

AGREEMENT CONTAINING CONSENT ORDER

This Agreement, by and between Thomas Gaudett, of the City of Bridgeport, County of Fairfield, State of Connecticut and the authorized representative of the State Elections Enforcement Commission is entered into in accordance with Section 9-7b-54 of the Regulations of Connecticut State Agencies and Section 4-177 (c) of the General Statutes of Connecticut. In accordance herewith, the parties agree that:

1. The Complainant here alleges that the Respondent, the treasurer of the “Ganim for Bridgeport” candidate committee, made an expenditure for a mailer that included a portion promoting the campaign of Alma Maya for Town Clerk and received no reimbursement for such expenditure.
2. General Statutes § 9-607 (g), provides in pertinent part:

(g) Permissible expenditures. (1) As used in this subsection, (A) “the lawful purposes of the committee” means: (i) For a candidate committee or exploratory committee, the promoting of the nomination or election of the candidate who established the committee, . . .
3. General Statutes § 9-616, provides in pertinent part:

(a) A candidate committee shall not make contributions to, or for the benefit of, (1) a party committee, (2) a political committee, (3) a committee of a candidate for federal or out-of-state office, (4) a national committee, or (5) another candidate committee except that (A) a pro rata sharing of certain expenses in accordance with subsection (b) of section 9-610 shall be permitted, and (B) after a political party nominates candidates for election to the offices of Governor and Lieutenant Governor, whose names shall be so placed on the ballot in the election that an elector will cast a single vote for both candidates, as prescribed in section 9-181, an expenditure by a candidate committee established

by either such candidate that benefits the candidate committee established by the other such candidate shall be permitted.

(b) A candidate committee shall not receive contributions from any national committee or from a committee of a candidate for federal or out-of-state office. (Emphasis added.)

4. General Statutes § 9-610, provides in pertinent part:

(b) A candidate committee may pay or reimburse another candidate committee for its pro rata share of the expenses of operating a campaign headquarters and of preparing, printing and disseminating any political communication on behalf of that candidate and any other candidate or candidates, including any shared expenses for which only the committee being paid or reimbursed was under a contractual obligation to pay. Notwithstanding the provisions of subdivision (1) of subsection (a) of section 9-616, a candidate committee may reimburse a party committee for any expenditure such party committee has incurred for the benefit of such candidate committee.

5. At all times relevant to the instant Complaint, Respondent was the campaign treasurer for the “Ganim for Bridgeport” candidate committee, the primary funding vehicle for Joseph Ganim’s 2015 campaign for mayor of Bridgeport.
6. The Complainant here alleges in Count One that on or about July 31, 2015 the “Ganim for Bridgeport” candidate committee produced and entirely paid for an electioneering communication in the form of a mailer that included a portion promoting the campaign of Alma Maya for Town Clerk and received no reimbursement for the expenditure.¹
7. The electioneering communication is a four-color, two sided mailer. One side of the mailer is a large photograph of the candidate, Joseph Ganim, along with some copy. The other side includes the postal information, some additional copy promoting candidate Ganim, as well as endorsements from State Representative Charlie Stallworth, Retired FBI Agent Ed Adam, and Ms. Maya.
8. The Maya portion includes a picture of Ms. Maya, as well as a quote attributed to her, which reads: “I believe in Joe’s vision for Bridgeport so much, I’m not just voting for him . . . I’m proud to be running on his slate.” (Ellipses included in original.)

¹ A second count in the Complaint will be addressed separately.

9. The endorsements occupy approximately $\frac{1}{4}$ of the space on that one side. The Maya endorsement occupies $\frac{1}{3}$ of the endorsement space, or 8.33% of that side of the mailer and 4.16% of the total mailer.
10. The investigation revealed that the total cost of the mailer, including production and postage, was \$4,224. The approximate value of Ms. Maya's portion of the mailer was \$175.
11. During the course of the investigation, neither the Respondent nor Ms. Maya denied that Ms. Maya's appearance in the mailer was both coordinated and intentional. However, both denied that they believed at the time that Ms. Maya's appearance on the mailer constituted an expenditure by the "Ganim for Bridgeport" candidate committee in support of Ms. Maya's candidacy for Town Clerk.
12. Turning to the question in the case here, both the General Statutes and prior decisions by the Commission have been clear that a candidate committee may only promote the candidate that established the candidate committee. *See* General Statutes §§ 9-610 (b), 9-616, 9-607 (g) (1); SEEC Declaratory Ruling 2011-03; *In the Matter of a Complaint by Peter von Braun*, File No. 2015-192B *In the Matter of a Complaint by Michael Pohl, Manchester*, File No. 2016-090; *In the Matter of a Complaint by Arthur W. Mocabee, Jr., Bristol*, File No. 2007-340; *Complaint of Lesa C. Peters, Woodbury*, File No. 2012-004.
13. In Declaratory Ruling 2011-03 the Commission established that:

Several indicia will factor into determining whether a share of the costs of a communication should be allocated to a particular candidate committee, including but not limited to the following: whether the candidate appears or is identified in the communication; when the communication was created, produced, or distributed; how widely the communication was distributed; and what role the candidate or an agent of the candidate played in the creation, production and/or dissemination of the communication.

Of course, in certain narrow circumstances, a candidate might choose to include another candidate who is also running for election in campaign materials without creating a joint expenditure. For example, when a candidate committee pays for an advertisement on behalf of its candidate and that advertisement includes an endorsement from someone who also happens to be a candidate at that time, there may still be no expenditure on behalf of the person who is making the endorsement if there is no mention of the endorser's candidacy, no

mention of the endorser's record or experiences, and the communication is distributed to individuals outside of the endorser's district.

(P. 4 of 8) (Emphasis added)

14. Here, the Commission finds that while Ms. Maya was clearly making an endorsement of Mr. Ganim, she also mentioned her own candidacy in the endorsement. Moreover, the distribution of the mailer was in Bridgeport, the city in which she was running for re-election as Town Clerk.
15. Accordingly, the Commission concludes that Respondent Thomas Gaudette violated General Statutes §§ 9-606 and 9-607 by authorizing a \$175 expenditure promoting Ms. Maya's candidacy without seeking reimbursement from Ms. Maya's campaign.
16. General Statutes § 9-7b (a) (2) (D) provides that the Commission may assess a civil penalty of two thousand dollars per offense or twice the amount of any improper payment or contribution, whichever is greater, against any person the commission finds to be in violation of any provision of chapter 155 or 157. Pursuant to Regulations of Connecticut State Agencies § 9-7b-48, in determining the amount of a civil penalty, the Commission shall consider, among other mitigating and aggravating factors:
 - (1) the gravity of the act or omission;
 - (2) the amount necessary to insure immediate and continued compliance;
 - (3) the previous history of similar acts or omissions; and
 - (4) whether the person has shown good faith in attempting to comply with the applicable provisions of the General Statutes.
17. As evidenced by the Commission's decision to initiate a declaratory ruling in this area, improper expenditure of committee funds on another candidate is a matter the Commission takes seriously. See SEEC Declaratory Ruling 2011-03.
18. However, the Respondent here was prompt and forthright in response to this allegation. There is no evidence to show a pattern of this type of activity during this campaign and the Respondent has no prior history of similar acts or omissions.
19. *In the Matter of a Complaint by Peter von Braun*, File No. 2015-192B and *In the Matter of a Complaint by Michael Pohl, Manchester*, File No. 2016-090 involved similar facts as to those present here. The impermissible expenditures in both matters were relatively small compared to the total expenditure and in both cases the respondents were generally compliant with the investigations. In both matters, the Commission exercised its discretion

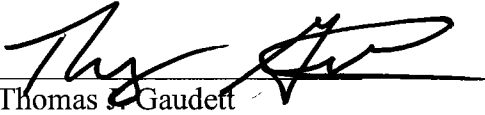
and declined to impose a civil penalty in exchange for a Consent Agreement and Henceforth Order.

20. In consideration of the aforesaid aggravating and mitigating circumstances in this matter, the Commission concludes, and the Respondent agrees, that a civil penalty is unnecessary here and that an agreement and henceforth order will suffice in this matter to achieve future compliance.
21. The Respondent admits all jurisdictional facts and agrees that this Agreement and Order shall have the same force and effect as a final decision and Order entered after a full hearing and shall become final when adopted by the Commission. The Respondent shall receive a copy hereof as provided in Section 9-7b-56 of the Regulations of Connecticut State Agencies.
22. The Respondent waives:
 - a. Any further procedural steps;
 - b. The requirement that the Commission's decision contain a statement of findings of fact and conclusions of law, separately stated; and
 - c. All rights to seek judicial review or otherwise to challenge or contest the validity of the Order entered into pursuant to this Agreement.
23. It is understood and agreed that this Agreement will be submitted to the Commission for consideration at its next meeting and, if the Commission does not accept it, it is withdrawn and may not be used as an admission by the Respondent in any subsequent hearing, if the same becomes necessary.
24. Upon the Respondent's compliance with the Order hereinafter stated, the Commission shall not initiate any further proceedings pertaining to this matter.


ORDER

That the Respondent will henceforth strictly comply with General Statutes § 9-606 and 9-607.

The Respondents:


Thomas S. Gaudett
Bridgeport, CT

For the State of Connecticut:

BY: 
Michael J. Brandt, Esq.
Executive Director and General Counsel and
Authorized Representative of the
State Elections Enforcement Commission
20 Trinity St., Suite 101
Hartford, CT

Dated: 5/09/2018

Dated: 5/14/18

Adopted this 16th day of MAY of 2018 at Hartford, Connecticut


~~Anthony J. Castagno, Chair~~ Salvatore Bramante
By Order of the Commission

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STATE ELECTIONS

MAY 14 2018

ENFORCEMENT COMMISSION