

**STATE OF CONNECTICUT**  
**STATE ELECTIONS ENFORCEMENT COMMISSION**

In the Matter of a Complaint by Heather Dean  
Fairfield

File No. 2014-100

**CONSENT ORDER**

The parties, Anthony Hwang, of the Town of Fairfield, State of Connecticut, hereinafter referred to as the Respondent, and the undersigned authorized representative of the State Elections Enforcement Commission enter into this agreement as authorized by Connecticut General Statutes § 4-177 (c) and Regulations of Connecticut State Agencies § 9-7b-54. In accordance with those provisions, the parties agree that:

1. Respondent ran for the 28<sup>th</sup> state senate seat in 2014. *See* SEEC Form 1A – Registration by Candidate (*Tony Hwang for Connecticut*, March 27, 2014) (reflecting establishment of candidate committee by Tony Hwang to run for the 28<sup>th</sup> state senate seat).
2. Complainant Heather Dean alleged that Respondent Hwang's candidate committee had failed to report expenditures for items that it had allegedly retained from prior election cycles, specifically from Respondent's prior candidacies for the 134<sup>th</sup> district General Assembly seat.
3. Among the allegations made by the Complainant were the continued presence of a sign at the H. Smith Richardson Golf Course in Fairfield that she alleged promoted Respondent's candidacy and Respondent's use of several items of clothing that he regularly wore, which were embroidered with his name and campaign logo. Complainant said that Hwang's 2014 candidate committee had not reported any expenditures associated with those items.
4. The Commission's investigation of the allegations in the complaint revealed that Respondent had purchased the clothes with his own money. Over the course of several years, however, Respondent's candidate committees had paid to apply embroidery to the clothing so that it would reflect his name and campaign logo.
5. General Statutes § 9-607 requires expenditures that promote a candidate to be paid for by the candidate's duly authorized candidate committee. General Statutes §9-607 also prohibits payments from the candidate committee for clothing for a candidate.
6. In this instance, Respondent personally paid for the clothing but the candidate committee paid for the additions to the clothing that promoted his candidacy.

7. The reuse of these articles of clothing that are leftover from a prior campaign, when within the personal possession of a candidate for his personal use, would not in this instance violate Connecticut's campaign finance statutes.
8. Respondent Hwang acknowledged that the sign at the H. Smith Richardson Golf Course had been purchased by his 2012 candidate committee. Five lines comprise the sign. The first says "134<sup>th</sup> District," the district he represented in the General Assembly. The second says "Hwang" with a check mark. In a smaller font, the third line says "Tony Hwang." The fourth and fifth lines share the statement "Commitment/ to Community." The right side of the sign directs individuals to Facebook and YouTube accounts named "tonyhwangct" and an account named "tonyhwang" on Twitter.<sup>1</sup> At the bottom of the sign is the address "www.TonyHwang.org."
9. Respondent said that even though his 2012 candidate committee had paid for the tee sign at the golf course by making a contribution to a scholarship fund, in 2014 he made the contribution personally.
10. Although the language on the sign did not specifically promote his candidacy for the 28<sup>th</sup> state senate seat, for which he was running in 2014, the logo ("Hwang" with a checkmark), slogan ("Commitment to Community"), social media accounts (Facebook, YouTube, Twitter) and website address (www.tonyhwang.org) are the same ones used in Respondent Hwang's 2014 campaign for state senate. The social media account names – for Facebook, YouTube, and Twitter – listed on the signs linked to accounts that were used for the 2014 campaign. In addition, the website address also links to the 2014 candidate committee's material.
11. In 2012, Hwang used candidate committee funds to obtain this tee sign. In 2014, he used personal funds to make the same purchase. There was no payment made for the sign in 2013.
12. Connecticut's campaign finance statutes direct that all expenditures made to promote a candidate's nomination or election to office must be paid for through the candidate's candidate committee. See General Statutes § 9-607. An expenditure is defined as any payment made to promote the success or defeat of any candidate seeking nomination or election to office. See General Statutes §9-601b (a) (1).
13. Purchasing that tee sign was reported neither as personal funds given to the campaign by the candidate nor as a campaign expense paid for by the candidate that was then reimbursed by the candidate committee.

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<sup>1</sup> The Twitter account does not have the "@" symbol before "tonyhwang."

14. General Statutes §9-710 allows a candidate for state senate to provide up to \$2,000 in personal funds to his participating candidate committee. Those personal funds are then reduced from the grant amount that the committee may receive.
15. Respondent reported giving no personal funds to his committee in the 2014 cycle according to his committee's campaign finance disclosure statements. His committee returned a surplus to the Citizens' Election Fund of \$213.67. *See* SEEC Form 30 – Termination Report for Candidate and Exploratory Committee (*Tony Hwang for Connecticut*, April 7, 2015).
16. Because the \$300 expenditure to the scholarship fund for the golf tee sign that should have been assigned to the candidate committee exceeds the amount returned to the CEF in surplus, the candidate committee will have made an excess expenditure of \$86.33. General Statutes § 9-711 requires a candidate and treasurer to be jointly and severally liable for the excess expenditure.
17. In this instance, Respondent Hwang agrees to reimburse the Citizens' Election Fund the \$300 that should have been assigned to the candidate committee for maintaining the tee sign at the Fairchild Wheeler golf course.
18. In the future, Respondent agrees that costs for such advertising will be paid for by the candidate committee.
19. Respondent admits all jurisdictional facts and agree that this Agreement and Order shall have the same force and effect as a final decision and order entered into after a full hearing and shall become final when adopted by the Commission.

20. 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.

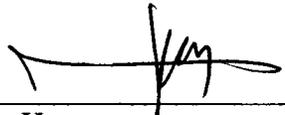
21. Upon the Respondent's agreement to comply with the Order hereinafter stated, the Commission shall not initiate any further proceedings against her concerning this matter.

22. It is understood and agreed by the parties to this Agreement that the Commission will consider this Agreement at its next meeting and, if the Commission rejects it, the Agreement will be withdrawn and may not be used as an admission by the Respondent in any subsequent hearing, if one becomes necessary.

**ORDER**

IT IS HEREBY ORDERED THAT Respondent pay \$300 to the Citizens' Election Fund to reimburse the fund for expenditures that should have been paid for by Respondent's candidate committee in violation of General Statutes § 9-607 and that henceforth Respondent will comply with General Statutes §§ 9-607 and 9-710.

The Respondent

By: 

Anthony Hwang  
80 Martingale Lane  
Fairfield, CT 06824

For the State of Connecticut

By: 

Michael J. Brandi, Esq.  
Executive Director and General Counsel  
and Authorized Representative of the  
State Elections Enforcement Commission  
20 Trinity St., Suite 101  
Hartford, CT 06106

Dated: 6/15/15

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Adopted this 16 day of June 2015 at Hartford, Connecticut by vote of the Commission.

  
Anthony J. Castagno, Chairman  
By Order of the Commission