

STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION

In the Matter of a Complaint by
Michael T. Bland, Hartford

File No. 2015-119

AGREEMENT CONTAINING CONSENT ORDER

This agreement, by and between Michael Chambers (hereinafter "Respondent"), of the City of Hartford, County of Hartford, State of Connecticut and the authorized representative of the State Elections Enforcement Commission, is entered into in accordance with § 9-7b-54 of the Regulations of Connecticut State Agencies and § 4-177(c) of the General Statutes of Connecticut. In accordance herewith, the parties agree that:

1. Complainant filed this complaint alleging that Respondent violated campaign finance law by making expenditures to disseminate a mailing that purported to be paid for by "*friends of Row A*" and featured a photograph of a slate of primary candidates on one side and primary candidate rJo Winch on the other side.
2. Complainant alleged that the aforementioned mailing was attributed to "*friends of Row A*," which group, was not registered as a committee with the Hartford City Clerk's office in violation of campaign finance laws. Based on the aforementioned, Complainant specifically alleged that:
 - (1) The mailing was in violation of campaign finance laws because it was a "non-independent" expenditure benefiting each candidate mentioned; and,
 - (2) The mailing lacked a proper attribution pursuant to General Statutes § 9-621, because it included a committee that was not registered and did not provide a disclaimer by each candidate it benefited.
3. Finally, Complainant alleged that "prohibited" contributions occurred between the candidates Luke Bronin, Thomas Clark, Julio Concepcion, John Gale, Gwendolyn Thames, James Sanchez and Respondent Winch and the individual responsible for the mailing that is subject of this complaint and investigation.
4. Any settlement with Ms. rJo Winch pertaining to allegations regarding this complaint and investigation are treated under a separate agreement.

5. General Statutes § 9-607, provides in pertinent part:

(d) Except as provided in subsections (j) and (k) of this section, no payment in satisfaction of any financial obligation incurred by a committee shall be made by or accepted from any person other than the treasurer and then only according to the tenor of an authorization issued pursuant to subsection (a) of this section.

...

(g)(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*, except that 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, a candidate committee established by either such candidate may also promote the election of the other such candidate; (ii) *for a political committee, the promoting of a political party, including party building activities, the success or defeat of candidates for nomination and election to public office or position subject to the requirements of this chapter, ...*

(2) Unless otherwise provided by this chapter, any treasurer, in accomplishing the lawful purposes of the committee, may pay the expenses of: (A) *Advertising in electronic and print media*; (B) any other form of printed advertising or communications including “thank you” advertising after the election; ...

...

(4) As used in this subdivision, expenditures for “personal use” include expenditures to defray normal living expenses for the candidate, the immediate family of the candidate or any other individual and expenditures for the personal benefit of the candidate or any other individual having no direct connection with, or effect upon, the campaign of the candidate or the lawful purposes of the committee, as defined in subdivision (2) of this section. No goods, services, funds and contributions received by any committee under this chapter shall be used or be made available for the personal use of any candidate or any other individual. No candidate, committee, or any other individual shall use such goods, services, funds or contributions for any purpose other than campaign purposes permitted by this chapter.

[Emphasis added.]

6. General Statutes § 9-621, provides in pertinent part:

(a) No individual shall make or incur any expenditure with the consent of, in coordination with or in consultation *with any candidate, candidate committee or candidate's agent*, no group of two or more individuals acting together that receives funds or makes or incurs expenditures not exceeding one thousand dollars in the aggregate and has not formed a political committee shall make or incur any expenditure, and no candidate or committee shall make or incur any expenditure including an organization expenditure for a party candidate listing, as defined in subparagraph (A) of subdivision (25) of section 9-601, for any written, typed or other printed communication, or any web-based, written communication, which promotes the success or defeat of any candidate's campaign for nomination at a primary or election or promotes or opposes any political party or solicits funds to benefit any political party or committee *unless such communication bears upon its face as a disclaimer (1) the words "paid for by" and the following: (A) In the case of such an individual, the name and address of such individual; (B) in the case of a committee other than a party committee, the name of the committee and its treasurer; (C) in the case of a party committee, the name of the committee; or (D) in the case of a group of two or more individuals that receives funds or makes or incurs expenditures not exceeding one thousand dollars in the aggregate and has not formed a political committee, the name of the group and the name and address of its agent, and (2) the words "approved by" and the following: (A) In the case of an individual, group or committee other than a candidate committee making or incurring an expenditure with the consent of, in coordination with or in consultation with any candidate, candidate committee or candidate's agent, the name of the candidate; or (B) in the case of a candidate committee, the name of the candidate.*

[Emphasis added.]

7. General Statutes §9-622, provides in pertinent part that individuals engaging in the following will be committing “illegal practices”:

...

(5) Any person who, directly or indirectly, pays, gives, contributes or promises any money or other valuable thing to defray or towards defraying the cost or expenses of any campaign, primary, referendum or election to any person, committee, company, club, organization or association, other than to a treasurer, except that this subdivision shall not apply to any expenses for postage, telegrams, telephoning, stationery, express charges, traveling, meals, lodging or photocopying incurred by any candidate for office or for nomination to office, so far as may be permitted under the provisions of this chapter;
[Emphasis added.]

8. The Commission, after investigation and as detailed herein, that Respondent and Ms. Winch produced and disseminated the campaign literature that is subject of this complaint. Further, the Commission finds that the evidence did not indicate that other candidates appearing on the ballot on Row A for the September 16, 2016 Hartford Democratic Primary were involved in, or had any prior knowledge of, its production and dissemination. The Commission therefore takes no further action against such individuals pertaining to this complaint and investigation under these limited and narrow circumstances.
9. Upon investigation, it was determined that Ms. Winch registered the candidate committee *rJo Winch for City Council* by filing a *Registration by Candidate* (SEEC Form 1) with the Hartford City Clerk’s office on January 16, 2015 for the September 16, 2015 Hartford Democratic primary.
10. Attorney John Kennelly filed a letter of appearance and provided a written response to the complaint on behalf of the individuals who were designated “Row A” candidates on the mailer that is subject of this complaint. His response is excerpted below:
- As to the allegations against respondent Winch, we provide the following context. Respondent Chambers approached respondent Winch with the offer to mail out some materials on behalf of her candidacy. He asked that she produce the materials at his expense and that he would address and mail them to voters. Respondent Winch used the online printing company Vista Print to do the layout and design of the mailer and paid between \$125.00 and \$140.00 dollars for production and shipping. The photographs used in the pieces were and are the property of respondent Winch. After delivery of the materials, Respondent Winch gave them to*

Respondent Chambers and he reimbursed her for the cost of production and shipping. ...

Respondent Winch admits to providing Mr. Chambers with the images on Exhibit 1 to the complaint and performing the layout and design of the piece. At the time she assisted Mr. Chambers, respondent Winch was under the impression that Mr. Chambers had completed all the necessary filings and notices required by State and local law to properly support her candidacy. ... She did not inform the other [row A candidates] of her participation in the preparation of Exhibit 1.

11. The Commission finds, after investigation, that Ms. Winch solicited a campaign contribution from Respondent to produce and disseminate campaign literature prior to the September 16, 2015 Hartford Democratic Primary. The Commission further finds that Respondent paid Ms. Winch \$245.00 for the campaign literature.
12. Additionally, the Commission finds that Ms. Winch assisted Respondent with the design and production of the campaign literature. More specifically, the Commission finds that Respondent paid Ms. Winch, as a candidate, directly for the printing and mailing costs of the campaign literature that benefited her candidacy at the September 16, 2015 Hartford Democratic Primary. Finally, the Commission finds that Respondent included the attribution “paid for by ROW A” on the campaign literature.
13. The Commission concludes that Respondent violated General Statutes § 9-622 (5) by paying Ms. Winch, as a candidate, directly for a campaign mailing that benefited her campaign, instead of making a contribution to the treasurer of her candidate committee *rJo Winch for City Council* as required by General Statutes § 9-607 (d).
14. The Commission finds and Respondent admits that he did not form an ongoing political committee to produce and disseminate campaign literature and there was no group known as “friends of Row A” to his belief or knowledge.
15. Therefore, the Commission concludes that Respondent violated § 9-621 by including the false disclaimer “*paid for by friends or Row A,*” when no such group existed or paid for the campaign mailing.
16. The Commission notes that Respondent cooperated fully with this investigation and showed contrition for his violations of campaign finance laws as detailed herein. The Commission weighs the aforementioned in favor of the Respondent in determining a reasonable civil penalty for settlement of this matter.

17. 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.
18. It is understood and agreed that this agreement will be submitted to the Commission at its next meeting and, if it is not accepted by the Commission, it is withdrawn by the Respondent and it may not be used for or against either party in any subsequent hearing, if the same becomes necessary.
19. 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 agreement or Order entered into pursuant to this agreement.
20. Upon the Respondent's agreement with the Order hereinafter stated, the Commission shall not initiate any further proceedings against him pertaining to this matter.

ORDER

IT IS HEREBY ORDERED that Respondent Michael Chambers shall henceforth strictly comply with General Statutes §§ 9-621 and 9-622.

IT IS HEREBY FURTHER ORDERED that Respondent Michael Chambers shall pay a civil penalty for violations of § 9-621 and § 9-622 in the amount of two hundred and fifty dollars (\$250.00) on or before 11, 2016 in full settlement of this matter.

The Respondent:

For the State of Connecticut:

BY: Michael Chambers
Michael Chambers
3000 Main Street
Hartford, Connecticut

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

Dated: _____

Dated: 8/31/16

Adopted this 14th day of SEPT ~~July~~, 2016 at Hartford, Connecticut
Aic PJL

Anthony J. Castagno
Anthony J. Castagno, Chairman
By Order of the Commission

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AUG 3 1 2016

ENFORCEMENT COMMISSION