

STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION

In re. Audit of Tony Guglielmo for State Senate

File No. 2019-025

AGREEMENT CONTAINING A CONSENT ORDER

This Agreement by and between Lena Holleran-Austin, Town of Amston, State of Connecticut, hereinafter referred to as Respondent Holleran-Austin, and the undersigned authorized representative of the State Elections Enforcement Commission, is entered into in accordance with Connecticut General Statutes § 4-177 (c) and Regulations of Connecticut State Agencies § 9-7b-54. In accordance herewith, the parties agree that:

1. Respondent served as treasurer for the *Tony Guglielmo for State Senate* candidate committee in the 2016 election cycle.
2. Tony Guglielmo established this candidate committee on May 17, 2016 to support his candidacy for the 35th district state senate seat.¹ The committee opted to participate in the Citizens' Election Program.² The Commission approved a grant from the Citizens Election Fund totaling \$95,435, which was received by the committee on September 13, 2016.³
3. The Commission reviewed expenditures and backup documentation of the *Tony Guglielmo for State Senate* candidate committee after the committee's selection in the random audit lottery conducted following the 2016 election cycle.
4. The committee provided backup documentation to support expenditures that the committee had made during the course of the election cycle. The committee entered into wage agreements with Lena Holleran-Austin as campaign manager and committee treasurer and Amanda Zavagnin as deputy treasurer. Those agreements were contingent on "the successful award of campaign finance grant." Holleran-Austin was paid a total of

¹ See SEEC Form 1 – Registration of Candidate Committee (*Tony Guglielmo for State Senate*, May 17, 2016) (reflecting establishment of candidate committee by Tony Guglielmo and appointment of Lena Holleran-Austin as treasurer and Amanda Zavagnin as deputy treasurer).

² See SEEC Form CEP 10 – Affidavit of Intent to Abide by Expenditure Limits and Other Citizens' Election Program Requirements (*Tony Guglielmo for State Senate*, May 23, 2016) (reflecting intent of candidate and treasurer to participate in Citizens' Election Program and to follow voluntary program rules).

³ See SEEC Form 30 – Itemized Campaign Finance Disclosure Statement: October 10 Filing - Original (*Tony Guglielmo for State Senate*, October 11, 2016) (reporting grant received from Citizens' Election Fund on September 13, 2016).

\$5,500 for her work as campaign treasurer and \$5,000 for her work as campaign manager. Zavagnin was paid \$5,500 for her work as deputy treasurer.

5. At the direction of the General Assembly, the Commission drafted regulations placing additional limitations on expenditures by candidate committees that received grants from the Citizens' Election Fund.⁴ Among the impermissible expenditures are contracts where payment is contingent upon the receipt of grant funds. The regulations specifically stated that payments were impermissible for:

[e]xpenditures incurred but not paid for which payment of any portion of the outstanding liability is made contingent on the participating candidate committee's receipt of a grant from the Citizens' Election Fund . . .⁵

6. According to Respondent, the contracts for the Guglielmo committee that included the contingent language were drafted by an attorney working for the Senate Republican caucus, and she was directed to use the language.
7. In a similar case, the Commission authorized entry of a henceforth order for a candidate committee that entered into a contract that included language that made the payments contingent upon receipt of a Citizens' Election Fund grant after copying those contracts from similar agreements drafted by another candidate committee. *See In re. Audit Report of Robles 2010*, SEEC File No. 2012-037 (Sept. 15, 2015) (reflecting henceforth agreement with treasurer related to contingent language contract).
8. Here, the candidate committee entered into these contingent agreements on the basis of advice from counsel.
9. 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 into after a full hearing and shall become final when adopted by the Commission.
10. 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

⁴ See General Statutes § 9-706 (e) (mandating Commission to adopt regulations on "permissible expenditures . . . for qualified candidate committees").

⁵ Regulations of Conn. State Agencies § 9-706-2 (b) (16) (prohibiting payments that are contingent on receipt of grant from Citizens' Election Fund).

- c) All rights to seek judicial review or otherwise to challenge or contest the validity of the Order entered into pursuant to this Agreement.
- 11. 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.

ORDER

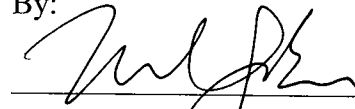
IT IS HEREBY ORDERED THAT the Respondent shall henceforth comply strictly with the regulations related to the Citizens' Election Program.

The Respondent

For the State of Connecticut

By:

By:



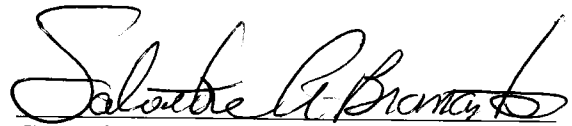
Lena Holleran-Austin
20 Village Lane
Amston, CT 06231

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: 12/8/2019

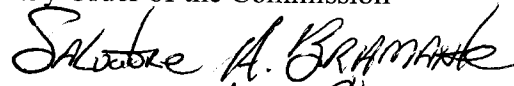
Dated: 12/12/19

Adopted this 18th day of December 2019 at Hartford, Connecticut by vote of the Commission.



Commissioner

By Order of the Commission


Vice Chair