STATE OF CONNECTICUT

STATE ELECTIONS ENFORCEMENT COMMISSION

In the Matter of a Self-Initiated Investigation by SEEC "Melissa Santana for the 110th"
File No. 2026-041B

AGREEMENT CONTAINING A CONSENT ORDER

This Agreement, by and between the Respondent, Melissa Santana, of Danbury, Connecticut and the authorized representative of the State Elections Enforcement Commission ("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. It is hereby agreed that:

Summary of Complaint

1. On or about April 15, 2026, Commission Audit staff completed an audit of the financial filings of the "Melissa Santana for the 110th" candidate committee (the "Committee"). The Commission Audit staff identified three potential violations of law which were referred to the Enforcement unit for investigation: (1) improper disbursement of a returned security deposit to the candidate in possible violation of General Statutes § 9-607 (g) (4) and § 9-706-2 (b) (3) of the Regulations of Connecticut State Agencies; (2) an expenditure in excess of $100.00 for personal clothing for the candidate, in possible violation of General Statutes § 9-607 (g) (4) and § 9-706-2 (b) (2) of the Regulations of Connecticut State Agencies; and (3) failure to reimburse the Committee's surplus funds to the Citizen's Election Fund ("CEF") due to said improper expenditure and diversion of the security deposit, in violation of § 9-608 (e) (1) (A) (ii).

2. On or about May 1, 2026, the Commission voted to authorize an investigation into the potential violations.

3. Respondents are Anna C. Nicolin, treasurer for the Committee, and Melissa B. Santana, the candidate.[1]

4. During the investigation, the Commission discovered that Respondent Nicolin was potentially not an elector, a possible violation of General Statutes § 9-606 (d) (1).

Governing Legal Authority

5. General Statutes § 9-7b (a) (5) (A) provides, in relevant part, that the Commission has the authority:

   > To inspect or audit at any reasonable time and upon reasonable notice the accounts or records of any treasurer or principal treasurer, except as provided for in subparagraph (B) of this subdivision, as required by chapter 155 or 157 and to audit any such election, primary or referendum held within the state.

6. Pursuant to General Statutes § 9-607 (g) (4), "[n]o goods, services, funds and contributions received by any committee under this chapter shall be used or be made available for the

[1] This Agreement addresses only Respondent Santana; Respondent Nicolin is addressed in a separate process under File No. 2026-041A.

personal use of any candidate or any other individual." "Personal use" is defined by this subsection to include, "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 the treasurer for a candidate committee."

7. General Statutes § 9-608 (e) (1) (A) (ii) provides that, "a candidate committee which received moneys from the Citizens' Election Fund shall distribute such surplus to such fund."

8. General Statutes § 9-703 (a) requires candidates applying to participate in the Citizen's Election Program ("CEP") to certify that their treasurers "shall expend any moneys received from the [CEF] in accordance with the provisions of subsection (g) of section 9-607 and regulations adopted by the State Elections Enforcement Commission under subsection (e) of section 9-706," and further that they "shall repay to the fund any such moneys that are not expended in accordance with subsection (g) of section 9-607."

9. Finally, § 9-706-2 (b) (2) of the Regulations of Connecticut State Agencies mandates that candidates and treasurers participating in the Citizen's Election Program ("CEP"), "shall not spend funds" on, "[t]he participating candidate's personal support or expenses, such as for personal appearance . . . even if such personal items (such as the participating candidate's residence, or business suits) are used for campaign related purposes," and § 9-706-2 (b) (3) forbids "[p]ayments to the participating candidates," which are not the subject of a proper claim of reimbursement.

<u>Facts Found After Investigation</u>

10. Melissa Santana ran as the Democratic nominee for State Representative for the H-110 district in the 2024 election cycle. The Committee, "Melissa Santana for the 110th," was registered on May 21, 2024, with the Commission. In the Committee's registration, Respondent Nicolin was named as the treasurer.

11. The Committee qualified for and participated in the Citizen's Election Program ("CEP") and received $36,400.00 from the CEF. The Committee terminated on December 19, 2024. The Committee reported that it had no surplus following the election.

12. The Committee was selected via lottery for a post-election audit by the Commission.

13. Commission Audit staff made three findings of potential violations regarding the Committee:

    a. A security deposit returned to the Committee following the termination of the six-month lease for the Committee's headquarters appeared to have been paid over to the candidate;

    b. There was an expenditure of $500.00 at Macy's which appeared to be for personal items for the candidate; and

    c. The Committee failed to return surplus funds to the CEF after the campaign terminated due to said improper expenditures;

14. Regarding the security deposit, pursuant to the lease agreement the landlord required a security

deposit in the amount of two months' rent totaling $1,269.20.

15. In response to the inquiry, Respondent Nicolin stated that the lease had been signed with an expectation that it would be used through the general election, but due to the candidate's defeat in the primary, the space was no longer needed. Respondent claims that the candidate "personally assumed responsibility for the monthly payments until the end of the six-month term," and after the security deposit was returned the funds were "used to help offset the monthly lease payments that Melissa had to continue to pay out of pocket."

16. The invoices submitted by Respondent Nicolin, however, are addressed to and show payment from the Committee. Further, nothing in the Committee's filings identify payments made by the candidate and a subsequent request for reimbursement, as required by General Statutes § 9-607 (j).

17. Regarding the Macy's expenditure, Respondent Nicolin explained that the expenditure was for "suits, shirts and pants purchased for a photo shoot that Melissa had to do for the campaign." Respondent Nicolin sent photos from the photo shoot purporting to show the candidate wearing the purchased clothing.

Analysis and Conclusions of Law

Security Deposit

18. The Commission, based on its investigation, can conclude that the Committee diverted the returned security deposit, in the amount of $1,269.20, to Respondent Santana.

19. While Respondent Nicolin claims that the security deposit was paid to the candidate to help defray the candidate's use of personal funds to pay off the remainder of the office lease, there was no claim for reimbursement as required to be recorded and reported by General Statutes § 9-607 (j)

20. The Commission therefore concludes that the Committee's diversion of the security deposit to the candidate violated General Statutes § 9-607 (g) (4) and § 9-706-2 (b) (3) of the Regulations of Connecticut State Agencies.

21. In addition, as a result of the improper diversion of the returned security deposit to the candidate following the conclusion of the campaign, the Commission can conclude that the Committee violated General Statutes § 9-608 (e) (1) (A) (ii) by failing to pay an equivalent amount of surplus funds to the CEF and that, pursuant to General Statutes § 9-703, Respondent Santana is responsible for reimbursement of said amount of funds to the CEF.

Macy's Expenditure

22. The Commission can conclude that the Committee improperly expended $500.00 for clothing for the candidate, in violation of General Statutes § 9-607 (g) (4) and § 9-706-2 (b) (2) of the Regulations of Connecticut State Agencies. *See, In the Matter of a Complaint by Adam Gutcheon, Windsor*, File No. 2002-182 (Commission found purchase of men's suits for

candidate violated § 9-333i (g), now § 9-607 (g).) Pursuant to General Statutes § 9-703, Respondent Santana is therefore responsible for reimbursement of the expenditure to the CEF.

Penalty Considerations

23. In cases regarding a improper expenditures and a committee's failure to return surplus funds to the CEF, the typical remedy employed by the Commission is an order for the candidate to reimburse the CEF in the amount of improper payment. *See* General Statutes § 9-703 (a) (2), *In the Matter of Complaint by Tony Morrison*, Southington, *In the Matter of Complaint by Julia Catricala*, Southington, File Nos. 2024-121, 2024-154.

24. The Commission therefore concludes that ordering Respondent Santana to reimburse the CEF in the amount of $1,769.20 within ten days of the acceptance of this Agreement by the Commission and henceforth strictly comply with General Statutes §§ 9-607 (g) (4), 9-608 (e) (1) (A) (ii), and 9-703(a), as well as § 9-706-2 of the Regulations of Connecticut State Agencies, is sufficient to ensure immediate and continued compliance.

25. 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.

26. It is understood and agreed that this Agreement will be submitted to the Commission at its next available meeting, and, if it is not accepted by the Commission, it is withdrawn as to the Respondent and may not be used as an admission by any party in any subsequent hearing, if the same becomes necessary.

27. Respondent waives:

(a) any further procedural steps concerning this matter,
(b) the requirement that the Commission's decision contains 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.

28. Upon Respondent's compliance with the Order hereinafter stated, the Commission shall not initiate any further proceedings against them pertaining to the allegations specifically addressed herein.

29. Pursuant to Section 9-7b-56 of the Regulations of Connecticut State Agencies, a copy of this Agreement shall be provided to all parties, intervenors and attorneys of record, including Counsel for the Respondent.

ORDER

Based upon the above factual determinations, conclusions of law, and the entire record:

IT IS HEREBY ORDERED that Respondent, Melissa Santana, shall reimburse the CEF in the amount of $1,769.20 within ten days of the acceptance of this Agreement by the Commission and henceforth strictly comply with General Statutes §§ 9-607 (g) (4), 9-608 (e) (1) (A) (ii), and 9-703(a), as well as § 9-706-2 of the Regulations of Connecticut State Agencies.

The Respondent:

By: Melissa B S

Melissa Santana
46 Mountainville Road
Danbury, CT 06810

Dated: July 8, 2026

For the State of Connecticut:

By: [signature]

Ryan M. Burns
Executive Director and General Counsel
Authorized Representative of the
State Elections Enforcement Commission
55 Farmington Avenue, 8th Floor
Hartford, Connecticut 06105

Dated: 7/30/26

Adopted this 5th day of August, 2026 at Hartford, Connecticut by vote of the Commission.

[signature]

Stephen T. Penny, Chairman
By Order of the Commission

File No. 2026-041B