

STATE OF COLORADO OFFICE OF ADMINISTRATIVE COURTS 1525 Sherman Street, 4 th floor Denver, Colorado 80203	▲ COURT USE ONLY ▲
IN RE ALEXANDER COBELL, MIKE CORTÈS, and MARIA GONZALEZ <i>Respondents</i>	
NOTICE OF DISMISSAL WITH PREJUDICE	

Pursuant to C.R.C.P. 41(a)(1)(A) and OAC Rules 15 and 19, the Elections Division of the Secretary of State hereby provides notice of its voluntary dismissal, with prejudice, of its action against Respondents.

1. Pursuant to C.R.C.P. 41(a)(1)(A), a plaintiff may dismiss an action “without order of court . . . by filing a notice of dismissal at any time before filing or service by the adverse party of an answer or of a motion for summary judgment.” The dismissal is without prejudice “unless otherwise stated in the notice of dismissal.” *Id.*

2. Respondent has not served an answer or motion for summary judgment, so the Elections Division may dismiss this action “without order of court.”

3. The Elections Division and Respondent have entered a settlement agreement resolving this matter, and the Elections Division is

satisfied at this time that Respondent has complied with all material terms of the agreement.

4. Therefore, the Elections Division voluntarily dismisses this action, with prejudice.

Respectfully submitted this 29th day of September, 2022,

PHILIP J. WEISER
Attorney General

/s/ Peter G. Baumann

PETER G. BAUMANN*

Assistant Attorney General, No. 51620
Ralph L. Carr Colorado Judicial Center
1300 Broadway, 6th Floor
Denver, Colorado 80203
Telephone: 720-508-6152
Fax: 720-508-6041
Peter.baumann@coag.gov

**Counsel of Record for the Elections
Division*

CERTIFICATE OF SERVICE

This is to certify that I will cause the within filing to be served this
29th day of September, 2022, addressed as follows:

Chad Jimenez
jimenezc@ballardspahr.com
Counsel for Respondents

Suzanne Taheri
Staheri@mavenlawgroup.com
Counsel for Third-Party Complainants

/s/ Peter G. Baumann

STATE OF COLORADO OFFICE OF ADMINISTRATIVE COURTS 1525 Sherman Street, 4 th floor Denver, Colorado 80203	▲ COURT USE ONLY ▲
IN RE ALEXANDER COBELL <i>Respondents.</i>	
SETTLEMENT AGREEMENT	

This Settlement Agreement is entered into between the Colorado Department of State (“the Department”) and Alexander Cobell, Mike Cortés, and Maria Gonzalez (collectively, “the original Respondents”).

RECITALS

1. On December 10, 2021, the Department referred a complaint to the Office of Administrative Courts (“the Initial Complaint”), pursuant to Colo. Const. art. V, §§ 44.2(4)(b)(III) and 48(4)(b)(III). The Initial Complaint alleged claims against all three of the original Respondents related to Colorado’s 2021 redistricting. Specifically, the Initial Complaint alleged that the original Respondents were redistricting lobbyists on behalf of the Colorado Latino Leadership and Research Organization (“CLLARO”) and had failed to satisfy their registration and disclosure obligations. This matter was assigned case number OS 2021-0024 at the Office of Administrative Courts.

2. The Department’s initial referral outlined how it intended to participate in proceedings before this tribunal. The Department indicated that it intended to pursue some claims against the original Respondents, but that it would not be pursuing all of the claims outlined in the Initial Complaint.

3. Although the Initial Complaint was submitted by Defend Colorado, a Colorado nonprofit organization, neither Defend Colorado nor any other third-party moved to intervene and prosecute the Initial Complaint in this tribunal.

4. On July 26, 2022, the Department submitted an Amended Notice of Referral and Complaint. In its Amended Notice, the Department stated that it would no longer be pursuing claims against Cortés or Gonzalez, but would be pursuing claims against Cobell, CLLARO’s registered lobbyist.

5. Cobell first met with CLLARO to discuss the redistricting process on April 26, 2021.

6. Cobell performed various work for CLLARO related to redistricting between April 26, 2021 and November 2021.

7. Cobell registered as CLLARO's redistricting lobbyist on August 10, 2021, the same day he testified before a joint meeting of the redistricting commissions on CLLARO's behalf.

8. Cobell had previously testified before a joint meeting of the redistricting commissions in Denver on July 14, 2021. At that meeting, he stated that he was testifying on his own behalf.

9. Cobell later submitted an invoice to CLLARO billing them for 5 hours on July 14, 2021. In the "Description of Work" section in the invoice, Cobell said: "Denver Hearing / Senate Map Edits / House Map Edits / Map Analysis (comparisons)."

10. The Division, Cobell, and the other original Respondents desire to resolve this matter without the expense of continued litigation. Therefore, in consideration of the mutual covenants contained in this Agreement, the parties agree and covenant as follows:

AGREEMENT

Section 1. Payment of Stipulated Penalty

Within 14 days of the Cobell receiving an invoice from the Department of State, **Cobell shall pay a penalty of \$300 to the Department of State.** This penalty reflects the amount Cobell invoiced CLLARO for his work on July 14, 2021, the day he lobbied on CLLARO's behalf without disclosing his affiliation.

This penalty may be satisfied by CLLARO or any other individual or organization, should such individual or organization so choose, so long as such satisfaction is otherwise permissible under applicable law.

Within the same time period, Cobell also agrees to amend his redistricting lobbying registration to reflect a "beginning date" of no later than July 14, 2021.

Section 2. Dismissal

The Department will move to dismiss the complaint at the Office of Administrative Courts with prejudice within 7 days of when the Secretary of State sends a receipt to Cobell for the payment provided for in Section 1 of this Settlement Agreement.

Section 3. Release and Covenant Not to Sue

The original Respondents, for themselves, their agents, assigns, representatives, attorneys, and subrogees, release and forever discharge the Division, the Secretary of State, and the State of Colorado, and all of their former, current, and successor officers, employees, agents, and attorneys, from any and all claims, actions, causes of action, debts, demands, liabilities, losses, injuries, and/or damages arising from or relating to these proceedings. Respondents further expressly agree and covenant that they will not sue or assert any cause of action, at law or in equity and whether before a court of law or an administrative agency, against the Department, the Secretary of State, or the State of Colorado, or any of their former, current, and successor officers, employees, agents, and attorneys, for any claim arising from or related to these proceedings.

The Department, the Secretary of State, and the State of Colorado, for themselves, their agents, assigns, representatives, attorneys, and subrogees, release and forever discharge the Respondents, and all of their former, current, and successor officers, employees, agents, and attorneys, from any and all claims, actions, causes of action, debts, demands, liabilities, losses, injuries, and/or damages arising from or relating to these proceedings. The Department, the Secretary of State, and the State of Colorado further expressly agree and covenant that they will not sue or assert any cause of action, at law or in equity and whether before a court of law or an administrative agency, against the Respondents, or any of their former, current, and successor officers, employees, agents, and attorneys, for any claim arising from or related to these proceedings.

Section 4. Waiver of Appeal Rights

Respondents expressly waive any right for further administrative or judicial review of any matter related to these or this Settlement Agreement, including but not limited to any rights provided by §§ 24-4-105 and -106, C.R.S. (2021) or §§ 44.2(4)(b)(III) and 48(4)(b)(III) or article V of the Colorado Constitution.

Section 5. Public Records

The original Respondents understand and agree that this Settlement Agreement may be made available to the public online, and may also be made available to members of the public who serve a valid request under the Colorado Open Records Act, § 24-72-101, *et seq.*, C.R.S. (2021).

Section 6. Full and Complete Agreement

This Settlement Agreement, including any attachments referenced in the Settlement Agreement, constitutes the full and complete agreement of the parties and shall supersede any and all prior understandings, whether written or oral.

Section 7. Warranties

The original Respondents and the Department of State expressly warrant that they have carefully and completely read the terms of this Stipulated Judgment. The parties expressly warrant that they have had the opportunity to consult with legal counsel before executing this Stipulated Judgment, that they fully understand the terms of this Stipulated Judgment, and that they enter into this Stipulated Judgment knowingly and voluntarily, and without coercion, duress or undue influence. Each of the parties warrants that, in executing this Stipulated Judgment, the parties have not relied upon any promise, warranty, or representation made by any other party, except as such promises, warranties, or representations are expressly stated in this Agreement.

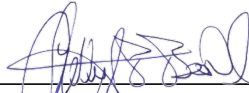
Section 8. Effective Date

This Agreement shall become effective upon the execution of the Agreement by all parties, as indicated by their signatures below. The Department will promptly issue an invoice, as contemplated in Section 1, upon such execution.

THE COLORADO DEPARTMENT OF STATE

Aug. 31, 2022

DATE



By: Christopher P. Beall
Deputy Secretary of State

ALEXANDER COBELL

8/31/2022

DATE

DocuSigned by:



3BF86DAA62BF46F...

By: Alexander Cobell

MIKE CORTÉS

8/31/2022

DATE

DocuSigned by:



184A1ADF4C03454...

By: Mike Cortés

MARIA GONZALEZ

8/29/2022

DATE

DocuSigned by:



92B4C6142136453...

By: Maria Gonzalez