

**COMMONWEALTH OF MASSACHUSETTS
OFFICE OF CAMPAIGN AND POLITICAL FINANCE**

DISPOSITION AGREEMENT

This Disposition Agreement is entered into on March 4, 2026, by and between the Office of Campaign and Political Finance (“OCPF”), Samantha Montano (the “Candidate” or “Montano”) and the Committee to Elect Samantha Montano (the “Committee” or the “Montano Committee”), in which the parties mutually agree, for the purposes of this Agreement, as follows:

I. INTRODUCTION

1. The Committee, at all times relevant to this Agreement, was a duly organized political committee subject to the provisions of M.G.L. c. 55, the Massachusetts campaign finance law.
2. The Committee is a political committee organized on January 26, 2022, on behalf of Montano, in her capacity as a candidate for the State House of Representatives for the 15th Suffolk District. Montano currently serves as the incumbent representative of the 15th Suffolk District.
3. OCPF has the authority to review and investigate the legality, validity, completeness, and accuracy of all reports required to be filed and all actions required to be taken by political committees, candidates, campaign treasurers, and any other person pursuant to M.G.L. c. 55 or any other laws of the Commonwealth relative to campaign contributions and expenditures.

II. FACTS

1. During a routine audit review of the Committee’s financial activity between January 2024 and September 2025, OCPF identified the following issues:

A. Accurate and Timely Disclosure of Deposits

OCPF found that the Committee failed to e-file deposit reports to disclose contributor information in accordance with the required filing deadlines. Between February 2024 and September 2025, approximately \$19,000 was deposited into the Committee’s depository bank account. However, contributor information for approximately \$13,000 during this period was not filed in a timely manner. Additionally, OCPF compared the deposit reports that were filed by the Committee to bank records and found numerous reporting errors, including inaccurate reporting of contributions received. With OCPF’s assistance, deposit reports have now been

filed, including amendments to previously filed reports and said reports accurately reflect contributions made to the Committee. OCPF also found, during its review, that the Committee regularly did not deposit contributor checks promptly after the receipt of donations. In some instances, contributions were deposited six months or more after receiving the check.

B. Late Clarifications of Expenditures

OCPF noted that the Committee did not timely clarify seventy-eight expenditures totaling \$13,664.05. The Committee subsequently appended its bank reports to clarify the expenditures.

C. Late Filing of 2024 Year-End Report

The 2024 year-end report was due by January 21, 2025. The Committee did not file this report in a timely manner, filing the report on February 11, 2025.

D. Excess Contributions

During the review, OCPF found that the Committee received excess contributions from two political action committees (“PACs”) in 2024. A total of \$1,000 in excess contributions were deposited into the campaign account.

E. Contribution from Business Entity

In 2024, the Committee received and deposited a \$250 check from The Blue Frog Bakery LLC, a business entity. Furthermore, the Committee did not accurately report the contribution, as the contribution was attributed to an individual on the Committee’s July 23, 2024 deposit report. This report has been amended to disclose the contribution received from the business entity.

F. Spending Outside the Depository Bank Account

Between April 2024 and April 2025, the Committee made two reimbursements to an individual, totaling \$670.18 for campaign expenditures that were made outside the Committee’s depository bank account. Additionally, reimbursement reports, to disclose the underlying expenditure activity were filed by the Committee, however, they were not filed in a timely manner.

G. Personal Use

Based on a review of PAC depository bank reports that were filed in September 2025, OCPF noted that two PACs, Northern NE Laborers’ District Council PAC and SEIU 1199 PAC, reported contributions of \$500 to the Montano Committee. The PACs’ August 2025 bank reports show that the campaign contributions, made via check, were deposited on August 4, 2025 and August 7, 2025. However, a review of the Montano Committee’s depository bank filings

revealed that the PAC contributions were not deposited into the campaign account.

OCPF obtained bank records and conducted a comprehensive analysis of bank documents, including bank statements and deposited items. This review confirmed that the PAC contributions, totaling \$1,000, were deposited into the Candidate's personal bank account. The Candidate subsequently acknowledged the deposit of campaign contributions into the personal bank account.

III. OCPF CONCLUSIONS

1. M.G.L. c. 55, §§18 and 19 and 970 CMR 2.10(7) – Disclosure

The campaign finance law requires political committees to file timely campaign finance reports that accurately reflect financial activity. All contributions and expenditures over \$50 must be itemized in those reports. See M.G.L. c. 55, §§ 18 and 19. The Committee did not file accurate and timely deposit reports in 2024 and 2025 to disclose contributor information and the Committee's failure to timely clarify its expenditures in 2024 and 2025 violated Sections 18 and 19. The Committee's failure to file the 2024 year-end report in a timely fashion also did not comply with Section 18. Additionally, the Committee did not comply with Section 19 when it did not deposit contributions into the campaign account within seven days of receipt and it failed to utilize the Committee's credit/debit card or checks drawn directly on the Committee's depository account to make campaign expenditures. Reimbursement reports, to disclose underlying expenditure activity, were not filed in a timely manner. 970 CMR 2.10(7) requires such reports to be filed within thirty days of the underlying purchase.

2. M.G.L. c. 55, §6 – Personal Use and Excess PAC Contributions Received

Section 6 of the campaign finance law prohibits the use of campaign funds for the candidate's or any other person's personal use." M.G.L. c. 55, §6. The Candidate violated Section 6, as described above in Section II(G) when campaign contributions, received from two PACs, totaling \$1,000, were deposited into the Candidate's personal account.

Additionally, Section 6 prohibits the receipt of a PAC contribution in excess of \$500 in the aggregate during any calendar year. The Committee violated Section 6, as described above in Section II(D) when the Committee received a total of \$1,000 in excess contributions from two PACs.

3. M.G.L. c. 55, § 8 – Prohibited Business Contribution Received

Section 8 of the campaign finance law states that "...no business or professional corporation, partnership, limited liability company partnership under the laws of or doing

business in the commonwealth and no officer or agent acting in behalf of any corporation mentioned in this section, shall directly or indirectly give, pay, expend or contribute, or promise to give, pay, expend or contribute, any money or other valuable thing for the purpose of aiding, promoting or preventing the nomination or election of any person to public office.” The Committee violated Section 8 when it received and deposited a \$250 contribution from a business entity.

4. M.G.L. c. 55, §§ 2 and 5 and 970 CMR 1.10(2) – Failure to Keep Detailed Records

Sections 2 and 5 of the campaign finance law state that candidates and treasurers of political committees must keep and preserve detailed accounts, vouchers, and receipts for all contributions received, expenditures made, and any other campaign finance activity. See also 970 CMR 1.10(2). OCPF has determined that the Candidate and the Committee failed to keep records consistent with the requirements of the campaign finance law.

IV. RESOLUTION

In order to resolve the matter now before OCPF, the parties agree, pursuant to M.G.L. c. 55, §3 and 970 CMR 3.07(1), as follows:

1. Montano has personally deposited \$1,000 into the Committee’s depository bank to account for the two PAC campaign contributions that were previously deposited into the Candidate’s personal bank account. The Committee has purged this amount to the Commonwealth. Additionally, the Committee has e-filed a deposit report to reflect the two \$500 donations received from MA & Northern NE Laborers’ District Council PAC and SEIU 1199 PAC.

2. To account for the total amount of prohibited and excess contributions received, Montano and the Committee agree to purge \$1,250 from the Committee to the Commonwealth, on or before, April 30, 2026.

3. Montano shall personally pay the \$525 penalty assessed for the late filing of the 2024 year-end report. The payment is to be made to the Commonwealth on or before March 31, 2026.

4. Montano agrees to make a personal payment of \$2,250 to the Commonwealth for costs of review, \$750.00 of which is due on or before June 30, 2026. If the Candidate and the Committee fully comply with the terms of this Agreement and the provisions of M.G.L. c. 55 and the regulations promulgated thereunder through December 31, 2026, payment of the balance of \$1,500 shall be suspended. However, if the Candidate fails to make any payment in accordance

with this agreement or fails to comply with M.G.L. c. 55 and the regulations promulgated thereunder, the remaining balance of \$1,500 will be due within fourteen (14) calendar days of the default.

5. There is no restriction or prohibition on Montano prepaying any amount due as long as the minimum payment requirements are met.

6. The Committee shall deposit all contributor checks within seven days of receipt.

7. The Committee agrees to provide OCPF with copies of all deposit tickets, contributor checks, and any other documentation relative to contributions received and all invoices, receipts and other supporting documentation relative to all Committee expenditures made for in camera inspection for a period of six (6) months from the date of this Agreement. Said records shall be provided to OCPF no later than the 15th day of the month following the month in which the contribution was received or the expenditure made. Such records shall be returned to the Committee upon completion of the inspection. If OCPF determines that the Committee has substantially complied with its production requirements under this paragraph, and with its reporting obligations as set forth in M.G.L. c. 55, OCPF may, in its discretion, release the Committee from this requirement prior to the conclusion of the six-month period referenced herein, with written notice of said release.

8. The Candidate agrees to appoint a new treasurer upon execution of this Agreement. The treasurer shall attend an OCPF seminar and complete the required Treasurer Training module within thirty (30) days of their appointment as treasurer.

9. The Committee and Montano understand their obligation to and agree to comply with all requirements of M.G.L. c. 55, the campaign finance law, and regulations promulgated thereunder.

10. OCPF agrees not to refer the Committee or Montano to any other governmental agency, including, without limitation, the Office of the Attorney General, for any failure to comply with the provisions of M.G.L. c. 55 cited herein, with respect to the conduct that is specifically referenced in this Agreement.

11. OCPF may, at any time, review compliance with this Agreement. If it believes that the provisions of this Agreement have been violated, after notice to the Committee and Montano, OCPF may, notwithstanding the provisions of the foregoing paragraph, proceed with any action consistent with M.G.L. c. 55 or otherwise authorized by law without the necessity of

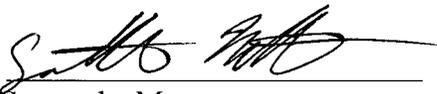
further hearings under Section 3.

12. This Agreement shall be binding upon OCPF, Samantha Montano, the Committee to Elect Samantha Montano and Committee Treasurer Elvira Mora, and their successors in interest.

13. The parties have entered into this Agreement, knowingly and voluntarily, in an effort to resolve all matters set forth in the Agreement.

14. This Agreement is a public record under M.G.L. c. 4, §7 and shall be subject to public inspection as required by M.G.L. c. 66, §10.

**THE COMMITTEE TO ELECT
SAMANTHA MONTANO**

By: 
Samantha Montano
Candidate and Individually

**OFFICE OF CAMPAIGN AND
POLITICAL FINANCE**

By: 
William C. Campbell
Director