

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

DISPOSITION AGREEMENT

This Disposition Agreement (“Agreement”) is entered into on August 29, 2025, by and between the Office of Campaign and Political Finance (“OCPF”) the Massachusetts Republican State Committee (“RSC” or the “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 political committee duly organized pursuant to M.G.L. c. 52, § 1 and subject to the provisions of M.G.L. c. 55, the Massachusetts campaign finance law.

2. James Lyons (“Lyons”) served as Chair of the RSC from January 2019 through January 31, 2023. Since January 31, 2023, Amy Carnevale (“Carnevale”) has served as Chair of the RSC.

3. Patrick Crowley (“Crowley”) served as treasurer of the RSC from February 12, 2021 through April 5, 2024. Eric Calton (“Calton”) served as treasurer of the RSC from April 16, 2024 through June 2, 2025. Mindy McKenzie (“McKenzie”) is the current treasurer of the RSC, and has served in that role since June 3, 2025.

4. 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.

5. The political contributions, expenditures, and other activities noted in this Agreement are subject to the provisions of M.G.L. c. 55 and the regulations promulgated by this office in accordance with M.G.L. c. 55.

II. FACTS

1. In January 2023, OCPF initiated a review of the RSC’s activity in the 2022 election.

2. As part of its review, OCPF audited the Committee's bank records and compared the bank records to reports filed by the Committee for the same time period.

3. As a result of this audit, OCPF identified ten contributions that were deposited in 2022 and made by treasurer's check, cashier's check, bank check, or money order, each of which exceeded \$100. Of those ten contributions, one was made by cashier's check from a federal committee, the Dean Tran for Congress Committee, in the amount of \$27,723.45. OCPF identified an eleventh contribution, made by money order, in the amount of \$36, which appeared to be anonymous on its face, despite the fact that it was attributed to an individual in the Committee's reports. Those eleven contributions totaled \$36,759.45 in the aggregate:

Date of Deposit	Contributor Reported by RSC	Tender Type	Tender Type Reported by RSC	Amount
3/23/22	John Stella	Money Order	Check	\$125.00
3/23/22	Sean Thomas	Money Order	Check	\$125.00
3/23/22	George Beilin	Money Order (anonymous)	Check	\$36.00
3/23/22	Paul Baryle	Money Order	Check	\$125.00
3/23/22	Robert Hillner	Treasurer's/Bank Check	Check	\$125.00
4/29/22	Allen for MA (Committee)	Cashier's Check	Credit Card	\$5,000.00
7/11/22	Antonetta Buccella	Money Order	Check	\$500.00
10/31/22	Tran Committee (Federal)	Cashier's check	Check	\$27,723.45
11/4/22	Committee to Elect Jeffrey Swift	Treasurer's/Bank Check	Check	\$1,000.00
11/4/22	Committee to Elect Jeffrey Swift	Treasurer's/Bank Check	Check	\$1,000.00
12/1/22	Committee to Elect Jeffrey Swift	Treasurer's/Bank Check	Check	\$1,000.00
			TOTALS:	\$36,759.45

4. With respect to the contribution from the Dean Tran for Congress Committee, the Committee originally disclosed it as a contribution from Dean Tran for Congress. At the time of the contribution, Dean Tran for Congress was a committee organized with the Federal Election Commission. During the normal course of audit, OCPF staff identified this contribution as appearing to be from a prohibited source, as the campaign finance law prohibits the transfer of assets from a federal account to a state account. In response to OCPF's audit letter, the Committee amended its campaign finance report to incorrectly reflect the contributor as the "Tran Committee," an active Massachusetts political committee registered with OCPF that would have been permitted to make such a transfer to the RSC's state account. As a result of this review, however, OCPF staff confirmed that the contribution did, in fact, come from the Dean Tran for Congress Committee, a federal committee, as was originally reflected in the RSC's campaign finance reports.

III. OCPF CONCLUSIONS

1. Prohibited Contributions

M.G.L. c. 55, §9 prohibits political committees from accepting aggregate contributions in excess of \$100 per year from a single contributor made by money order, bank check, treasurer's check, cashier's check, or other similar instrument. M.G.L. c. 55, §§6 and 7, and 970 CMR 1.04(12), prohibit Massachusetts political committees from accepting contributions from federal committees or committees not registered in Massachusetts. 970 CMR 1.04(5) prohibits committees from accepting anonymous contributions and requires that such contributions be donated or purged.

Between March 23, 2022 and December 1, 2022, the Committee received and deposited the eleven contributions identified above in Section II, Paragraph 3. Those contributions were each made by treasurer's check, money order, or cashier's check and totaled, in the aggregate, \$36,759.45. Nine of those contributions, as identified below, resulted in excess tender type contributions to the Committee, to the extent those contributions exceeded \$100.00. The remaining two contributions were either from a federal committee or were not accompanied by any contributor information and, as a result, are prohibited in their entirety by Chapter 55 and its related regulations. Consequently, OCPF has determined that the Committee did not comply with Sections 6, 7, and 9 of M.G.L. c. 55 and 970 CMR 1.04(12) when it received and deposited excess tender type contributions or prohibited contributions in the aggregate amount of \$36,059.45.

Date of Deposit	Contributor Reported by RSC	Tender Type	Chapter 55 Implication	Amount	Excess
3/23/22	John Stella	Money Order	Excess Tender Type	\$125.00	\$25.00
3/23/22	Sean Thomas	Money Order	Excess Tender Type	\$125.00	\$25.00
3/23/22	George Beilin	Money Order (anonymous)	Anonymous	\$36.00	\$36.00
3/23/22	Paul Baryle	Money Order	Excess Tender Type	\$125.00	\$25.00
3/23/22	Robert Hillner	Treasurer's/Bank Check	Excess Tender Type	\$125.00	\$25.00
4/29/22	Allen for MA (Committee)	Cashier's Check	Excess Tender Type	\$5,000.00	\$4,900.00
7/11/22	Antonetta Buccella	Money Order	Excess Tender Type	\$500.00	\$400.00
10/31/22	Tran Committee (Federal)	Cashier's check	Federal Committee Contribution	\$27,723.45	\$27,723.45
11/4/22	Committee to Elect Jeffrey Swift	Treasurer's/Bank Check	Excess Tender Type	\$1,000.00	\$900.00
11/4/22	Committee to Elect Jeffrey Swift	Treasurer's/Bank Check	Excess Tender Type	\$1,000.00	\$1,000.00
12/1/22	Committee to Elect Jeffrey Swift	Treasurer's/Bank Check	Excess Tender Type	\$1,000.00	\$1,000.00
			TOTALS:	\$36,759.45	\$36,059.45

2. Disclosure

The campaign finance law requires committees to accurately and timely disclose their campaign finance activity. Specifically, state party committees must disclose accurate contributor information by e-filing reports on a monthly basis, by the 5th of each month. M.G.L. c. 55, §§18 and 19. The Committee, in its deposit reports, did not accurately disclose the tender type for each

of the above-referenced contributions. In addition, the Committee did not accurately disclose that the Dean Tran for Congress federal committee was the source of the funds and, instead, reported the contributor as the "Tran Committee." The incorrect information contained in the Committee's campaign finance reports undermined OCPF's ability to effectively audit the Committee's financial activity, and frustrated the public's interest in accurate disclosure. As a result, the Committee did not comply with M.G.L. c. 55, §§18 and 19.

IV. RESPONDENTS' POSITION

Liability is expressly denied by Respondents. By entering into this Agreement, Respondents do not admit that they have violated any law or other legal obligation with respect to OCPF's factual findings.

V. RESOLUTION

In order to resolve the matter now before OCPF, and in an effort to promote compliance with the Massachusetts campaign finance law, the parties entered into negotiations and mutually agree, pursuant to M.G.L. c. 55, §3 and 970 CMR 3.07(1), as follows:

1. The Republican State Committee will pay \$36,059.45 to the Commonwealth to purge excess tender type contributions and prohibited contributions as identified in this Agreement. Said payments shall be made according to the following schedule:
 - a. \$2,059.45 due upon execution of this Agreement; and
 - b. \$2,000 due on or before the last day of each month, for the period September 2025 through January 2027.
2. If the Republican State Committee fails to pay the amounts set forth herein on or before the respective due dates, the entire balance then remaining shall be immediately due and payable, with payment due in full within fourteen (14) business days of the missed due date. There is no restriction or prohibition on the Republican State Committee prepaying any amounts due as long as the minimum payment of \$2,000 is paid each month as set forth in Paragraph 1(b) above.
3. OCPF acknowledges that the issues raised in this Agreement arose under the Committee's prior leadership. OCPF further acknowledges that the current leadership has cooperated fully with OCPF's review, and has represented to OCPF that it has already made efforts to prevent such issues from recurring, including transferring its compliance operations to an external compliance firm. In addition, the Committee's current Chair, Executive Director, Political Director, and Finance Director agree to

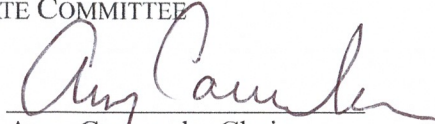
take OCPF's Treasurer Training within 30 days of the date of this Agreement.

4. The Committee will send letters to the contributors identified in this Agreement, to educate them on the requirements relative to contribution limits, tender type limits, and source restrictions applicable to contributions made to Massachusetts political committees. Copies of said letters shall be provided to OCPF within 30 days of the date of this Agreement.
5. The Committee agrees to update its standard contribution form to include language relative to tender type restrictions, and shall provide OCPF with a copy of the updated form within 30 days of the date of this Agreement.
6. The Committee agrees to provide OCPF with copies of all documentation for in camera inspection relative to contributions received, whether by check or credit card, for a period of six (6) months from the date of this Agreement. Said documentation shall be provided to OCPF no later than the 10th day of the month following the month in which the contribution was received. Such records shall be returned to the Committee upon completion of the inspection.
 - a. If OCPF determines that the RSC 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 RSC from this requirement prior to the conclusion of the six-month period referenced herein, with written notice of said release.
7. OCPF agrees not to refer the Committee, its officers or administration, or the contributors identified in this Agreement 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.
8. 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, its Chair, its Treasurer, and its attorney, 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.
9. This Agreement shall be binding upon OCPF, Amy Carnevale (in her capacity as Chair), Mindy McKenzie (in her capacity as Treasurer), the Committee, and their successors in interest.
10. The parties have entered into this Agreement, knowingly and voluntarily, in an effort to resolve all matters set forth in the Agreement.

11. 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.

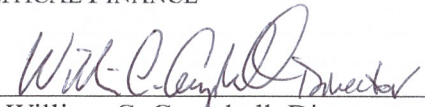
MASSACHUSETTS REPUBLICAN
STATE COMMITTEE

By:


Amy Carnevale, Chair

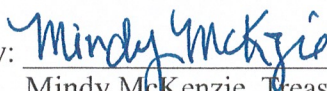
OFFICE OF CAMPAIGN AND
POLITICAL FINANCE

By:


William C. Campbell, Director

MASSACHUSETTS REPUBLICAN
STATE COMMITTEE

By:


Mindy McKenzie, Treasurer