

OFFICE OF STATE ETHICS

DOCKET NUMBER 2017-12 :
: **18-20 TRINITY STREET**
IN THE MATTER OF A :
: **HARTFORD, CT 06106**
COMPLAINT AGAINST :
: **SEPTEMBER 29, 2017**
FRANK FARRICKER :

STIPULATION AND CONSENT ORDER

Pursuant to the Code of Ethics, General Statutes §§ 1-79, *et seq.*, Thomas Jones, Ethics Enforcement Officer, filed an Amended Complaint against Frank Farricker (“Mr. Farricker” or “Respondent”), alleging violations of the Code of Ethics for Public Officials. Following a preliminary investigation by the Enforcement Division of the Office of State Ethics (“OSE”), the OSE finds that there is probable cause to believe that Mr. Farricker violated the Code of Ethics as further set forth herein.

The OSE and Mr. Farricker have agreed to enter this Consent Order following the issuance of the Amended Complaint dated July 26, 2017, but without any adjudication of any issue of fact or law herein.

I. STIPULATION

The Ethics Enforcement Officer and the Respondent stipulate to the following facts:

1. Beginning in 2011, and continuing to a date no earlier than May 15, 2017, the Respondent was the Chairman of the Board of Directors of the Connecticut Lottery Corporation (“CLC”), a state quasi-public agency.

2. From 2011, and continuing to a date no earlier than May 15, 2017, the Respondent was a “Public Official” as that term is defined in General Statutes § 1-79 (11).

3. Beginning no later than on or about August 30, 2016, and continuing to a date no earlier than May 15, 2017, the Respondent, while at all times remaining in his position as Chairman of the CLC Board, was delegated the “powers and duties” of the President and Chief Executive Officer (“CEO”) of the CLC by the CLC Board.

4. When he was acting as a CLC Board member, General Statutes § 12-802 (c) permitted the Respondent to be reimbursed for his necessary expenses.

5. When he was acting as interim President and CEO, state ethics rules prohibited the Respondent from being paid, and the Respondent therefore did not receive a salary for performing the duties of interim President and CEO.

6. Beginning no later than on or about September 2016, and continuing until no earlier than May 2017, while acting as the interim President and CEO, the Respondent submitted expenditures to the CLC for the purpose of receiving reimbursements, including for:

- Personal mobile telephone bills, including certain back balances, late fees, phone lease-to-own payments, phone insurance, international service, and unlimited data usage;
- High definition (“HD”) cable television service for Respondent’s residence, including certain late payment fees, HBO, “Movie Package Ultimate HD,” “Regional Sports Network” fees, and digital video recording (“DVR”) service;
- Home internet service, including wireless router rental;
- Home digital telephone service;
- Mileage charges to travel back and forth from Respondent’s home in Greenwich to the CLC offices in Rocky Hill.

7. Upon receiving the expenditure reimbursement submissions made by the Respondent, the CLC reimbursed the Respondent for the above-described charges he had incurred.

8. General Statutes § 1-84 (c) states in pertinent part:

No public official or state employee...shall use his public office or position or any confidential information received through his holding such public office or position to obtain financial gain for himself . . .

9. The Respondent was not entitled to receive reimbursement for most of the requests he submitted.

10. The Respondent admits to the foregoing facts.

II. RESPONDENT'S POSITION

1. The Respondent maintains that any violations of the Code of Ethics were unintentional and largely based on his misunderstanding of state rules and regulations regarding reimbursements for necessary expenses and, in particular, which expenses were reimbursable. The Respondent states that he is entering into this Stipulation and Order in order to avoid the cost of protracted litigation.

2. The Respondent states that, when he began acting as interim President and CEO, he believed that he was entitled to reimbursement of the necessary expenses associated with his acting as interim President and CEO, because he believed these were "Board duties." The Respondent states that he believed the reimbursements he sought from the CLC were all necessary to his ability to adequately function as the interim President and CEO of the CLC, which he undertook voluntarily while at the same time also continuing in his regular business endeavors.

3. The Respondent states that he believed his reimbursement submissions were

proper when he submitted them, and believed that he was entitled to reimbursement for the reimbursement requests he submitted.

4. The Respondent now understands that he was not entitled to reimbursement of many of the charges he submitted, and acknowledges that, in hindsight, he should have more fully investigated, and abided by, a reimbursement structure more in keeping with state policies, including by confirming his entitlement to certain items prior to seeking reimbursement.

III. JURISDICTION

1. The Ethics Enforcement Officer is authorized to investigate the Respondent's acts as set forth herein, and to enter into this Stipulation and Consent Order.

2. The provisions of this Stipulation and Consent Order apply to and are binding upon the Respondent.

3. The Respondent hereby waives all objections and defenses to the jurisdiction of the Ethics Enforcement Officer over matters addressed in this Stipulation and Consent Order.

4. The Respondent waives any rights he may have under General Statutes §§ 1-80, 1-82, 1-82a, 1-87 and 1-88, including the right to a hearing or appeal in this case, and agrees with the Ethics Enforcement Officer to an informal disposition of this matter as authorized by General Statutes § 4-177 (c).

5. The Respondent consents to jurisdiction and venue in the Connecticut Superior Court, Judicial District of Hartford, in the event that the State of Connecticut seeks to enforce this Stipulation and Consent Order. The Respondent recognizes that the Connecticut Superior Court has the authority to specifically enforce the provisions of this Stipulation and Consent Order, including the authority to award equitable relief.

6. The terms set forth herein are in addition to, and not in lieu of, any other existing or future statutory, regulatory, or other legal obligation that may be applicable to the Respondent.

7. The Respondent understands that he has a right to counsel and has been represented by counsel during the OSE's investigation and in connection with this Stipulation and Consent Order.

IV. ORDER

NOW THEREFORE, pursuant to General Statutes § 4-177 (c), the Office of State Ethics hereby ORDERS, and the Respondent agrees, that:

1. Pursuant to General Statutes § 1-88 (a) (1), the Respondent will cease and desist from any future violation of § 1-84 (c).

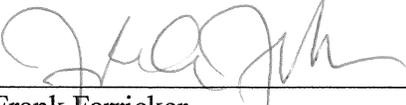
2. Pursuant to General Statutes § 1-88 (a) (1), the Respondent will seek no further reimbursement of any expenses from the CLC.

3. Pursuant to General Statutes § 1-88 (a) (3), the Respondent will pay a civil penalty to the state in the amount of five thousand dollars (\$5,000.00).

4. Pursuant to General Statutes §§ 1-88 (d) and 1-89 (c), the Respondent will pay reimbursement to the state in the amount of six thousand three hundred eighteen dollars and nineteen cents (\$6,318.19), which represents \$1,244.86 for the amount paid to Mr. Farricker by the CLC for his cellphone, \$2,088.32 for the amount paid to Mr. Farricker by the CLC for his cable television and home internet-related charges, and \$2,985.01 for the amount paid to Mr. Farricker for those items of mileage reimbursement, prior to the issuance of the original complaint in this matter, for which he cannot at this point prove a connection to CLC Board-related attendance at CLC headquarters.

WHEREFORE, the Ethics Enforcement Officer and Frank Farricker hereby execute this Stipulation and Consent Order dated September 29, 2017.

Dated: 10/5/17



Frank Farricker

Dated: 10/12/17



Thomas K. Jones
Ethics Enforcement Officer
Connecticut Office of State Ethics
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Hartford, CT 06106
(860) 263-2390