

# State of Colorado



**Elizabeth Espinosa Krupa**, *Chair*  
**William Leone**, *Vice-Chair*  
**Selina Baschiera**, *Commissioner*  
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**Dino Ioannides**, *Executive Director*

## REPORT OF INVESTIGATION

To: Independent Ethics Commission  
From: Dino Ioannides, Executive Director  
Date: November 7, 2019  
Re: Complaints 18-22 and 18-29

### BACKGROUND

On October 12, 2018, Mr. Frank McNulty (“Complainant”) filed Complaint 18-22 against Mr. John Hickenlooper (“Respondent”), former Governor of the State of Colorado. On October 22, 2018, the Independent Ethics Commission (“Commission” or “IEC”) reviewed the complaint and found it to be non-frivolous. Respondent filed his response on November 21, 2018.

On November 29, 2018, Complainant filed a second complaint, Complaint 18-29, against Respondent. On December 17, 2018, the IEC reviewed the complaint and found it to be non-frivolous. Respondent filed his response on January 16, 2019.

The two complaints generally allege that Respondent violated Colorado’s gift ban in Colo. Const. art. XXIX and the reporting requirements of § 24-6-203, C.R.S. More specifically, the complaints allege that Respondent “...has repeatedly traveled on private airplanes owned by corporations and accepted travel expenses paid for by corporations...”, that this conduct constitutes a “pattern of illegal conduct”, and that “[Respondent’s] office has implemented a practice of redacting the Governor’s corporate flights and corporate travel expenses from public records to avoid detection...” The complaints state that Respondent “has not publicly reported any of these travel expenses as gifts or reimbursed costs as required by state statute...”.

For reference, the complaints and responses can be accessed from these links:

- [Complaint 18-22.](#)
- [Response to Complaint 18-22.](#)
- [Complaint 18-29.](#)
- [Response to Complaint 18-29.](#)

On January 14, 2019, the IEC dismissed several of the claims in Complaint 18-22 (as listed in the [minutes of the January 14 IEC meeting](#)). At the January 14 meeting, the IEC held in abeyance the remainder of Respondent's motion to dismiss and ordered an investigation into the remaining claims, which are summarized as follows:

- The Bilderberg Meetings:
  - In June 2018, Respondent attended the Bilderberg Meetings in Turin, Italy. Respondent's travel to this event include international air travel, ground transportation costs, three days lodging, meals, and entertainment expenses, in violation of the gift ban.
  - The Respondent received ground transportation in a chauffeured Maserati limousine service.
  - The Respondent's "luxury" hotel accommodations were at the NH Lingotto Congress Hotel
  - The Respondent's flight to Italy was probably a private flight, but even if it was not, the value of the flight violated the gift ban.
  - The Respondent's meals, event costs, activity costs, private tour costs, and gift bags represent violations of the gift ban.
  - The Respondent's attendance at this international event was for his own personal and political benefit and gain.
  
- Commissioning of the USS Colorado:
  - On March 15, 2018, Respondent traveled to attend and speak at the Commissioning of the USS Colorado Navy submarine in Connecticut.
  - M.D.C. Holdings, a privately held Colorado corporation, paid for Respondent's private air travel and hotel accommodations in violation of the gift ban.
  
- Travel from New Jersey to Colorado:
  - On January 10, 2018, Respondent travelled on a private jet from New Jersey to Colorado. The private flight departed from the Meridian Executive Terminal at Teterboro Airport. The Meridian Executive Terminal is not a standard air terminal but instead is a luxurious private air terminal that provides extensive accommodations to guests.
  
- Travel to Jackson Hole, Wyoming:
  - On August 13, 2018, Respondent flew in a private aircraft from Dallas, Texas, to Jackson Hole, Wyoming, to attend the American Enterprise Institute's Jackson Hole Symposium.
  
- Travel to Texas Wedding:
  - On April 7, 2018, Respondent officiated the wedding of Kimbal Musk in Dallas, Texas.
  - On April 8, 2018, Respondent and his wife returned to Colorado from Texas on a private aircraft.
  - The private aircraft may have been an owned by Kimbal Musk's brother, Elon Musk.
  - Elon Musk is the founder of Tesla Automotive, which sells electric vehicles in Colorado.
  - Elon Musk significantly benefitted from Respondent's Low Emission Vehicle Executive Order (Executive Order Number B2018 006) which required a higher number of electric vehicles to be sold in Colorado under a state standard that significantly benefits Tesla Automotive's sales.
  
- Failure to report:
  - Respondent failed to report each travel expense required to be disclosed under § 24-6-

Complaint 18-29 alleged that, on October 11, 2018, Respondent flew on a private aircraft from Washington Dulles Airport to Centennial, Colorado.

On February 11, 2019, the IEC granted Respondent's Unopposed Motion to Consolidate the two complaints. This investigation followed.

## **INVESTIGATION**

### **Witness Interviews**

#### **Mr. Frank McNulty, Complainant**

Complainant explained that media reports about Respondent are what prompted him to obtain information through CORA requests and, ultimately, file Complaints 18-22 and 18-29. Complainant viewed the redacted private jet travel as red flags that appeared to show a continuous pattern of violations.

Beyond the materials already submitted with the complaint, the Complainant had little to offer this investigation except an acknowledgment that he worked with investigators and attorneys to obtain the information that was made part of the complaint. Complainant declined to provide contact information for these other individuals.

When asked if Complainant had any undisclosed exculpatory evidence, he indicated he did not.

#### **[Name Withheld]<sup>1</sup>, Bilderberg Secretary**

The witness, whose name is withheld, is the "Secretary of the Bilderberg Meetings" (the "Secretary"). His/her personal information as it relates to the Bilderberg Meetings is not publicly available due to ongoing security concerns. As such, the Secretary specifically requested that his/her name be withheld in this report to avoid any public disclosure. Despite his/her security concern, the Secretary was cooperative with questioning during the interview.

When asked about the business structure of Bilderberg, the Secretary indicated that Bilderberg is a "foundation" established by law in the Netherlands. The Secretary did not have any additional information.

The Secretary confirmed Respondent's attendance at the 2018 Bilderberg Meetings.

The Secretary confirmed the information on the Bilderberg website indicating that the hospitality costs of the annual meeting are the responsibility of the steering committee member(s) of the host country.<sup>2</sup> Bilderberg itself does not pay any of the associated costs for attendees. In the case of the 2018 Bilderberg Meetings, the Secretary reported that Fiat Chrysler Automobiles ("FCA") paid the costs for attendees. Costs included, for example, logistics, security, catering, ground transportation between the airport and the hotel, and small items such as pens, pads, and gift bags.

The Secretary could not confirm whether the Respondent was provided with ground transportation

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<sup>1</sup> The Bilderberg Secretary's name is known but withheld for security purposes, as more fully described *infra*.

<sup>2</sup> See <https://bilderbergmeetings.org/background/steering-committee/steering-committee>.

between the airport and the hotel, but speculated that FCA probably did provide the Respondent's ground transportation.

The Secretary reported that air travel would have been the responsibility of the Respondent, whether paid directly by him or by a third party. Lodging is treated the same as air travel and would have been the Respondent's responsibility. The Secretary does not know the specific cost for lodging, which would have been negotiated with the hotel by the host on Bilderberg's steering committee.

The Secretary reported that there were also social program expenses for the Bilderberg Meetings, such as a visit to a museum. The Secretary indicated that much of this information has been deleted, even though he/she was "quite sure" that Respondent did not attend the museum trip.

Every meal (breakfast, lunch, and dinner) for attendees at the Bilderberg Meetings is a buffet. FCA paid these meal costs.

The Secretary indicated that the invitation sent by Bilderberg to Respondent was a personal invitation only and that the invitation could not have been delegated to another by the Respondent. Every year, Bilderberg's nomination committee decides to whom invitations will be extended. The Secretary reported that there is no underlying documentation about why any particular person is chosen as an invitee.

When asked if there was any relationship between the 2018 Bilderberg Meetings and Respondent's duties as Governor, the Secretary answered in the negative. Rather, Respondent was "invited as an interesting American person."

When asked what benefit the Respondent would have received from attending the Bilderberg Meetings, the Secretary indicated that Respondent would have been exposed to new ideas through people he otherwise would never have met. The Secretary offered, for example, that business leaders, government officials, academics, and various experts are unlikely to meet all together in one setting.

Additional investigative requests were sent to the Secretary on August 8, 2019. On September 12, 2019, the Secretary responded. The response provided the following pertinent information:

Each year, one or more companies with a presence in the country in which that year's Bilderberg Meeting takes place are asked to act as local hosts. In Turin 2018, FCA acted as the local host.

The local host organizes logistics (from ground transportation to local signposting), communicates with the local authorities, and covers certain expenses. The local host typically covers the basic overhead costs for the event, such as providing the event space, organizing catering for the event, and basic requirements such as catering and pens and paper for participants to use during the discussion sessions. The local hosts do not cover travel to the host city or accommodations which are the responsibility of the participants. Participants personally pay the hotel for their accommodation and, if relevant, any personal extras (dry-cleaning, mini-bar, etc.)

As a result, neither Bilderberg nor the local host has any knowledge of the hotel costs per participant or how the participants settle their travel and accommodation charges. Neither do they interact with the participants as to any other costs for the individuals' participation.

The local host typically arranges for airport transfers; selection of local shuttle vehicles and drivers is done by the local logistics team. Given the number of participants, normal flight delays and travel changes, the team on the ground will adjust assigned shuttle and vehicle schedules to accommodate the participants in the most expedient fashion and may not track individual

participants and their ultimate mode of transfer. In particular, neither the Bilderberg Secretariat nor the local host undertakes to ascertain whether any particular accommodation is consistent with any public or corporate policies to which a particular participant may be subject, but rather relies on the participants to abide by any obligations binding on them.

The Secretary's September 12 response also included an itinerary of the event, which is included as Exhibit A.

**Mr. Michael Touff, MDC Counsel**

Mr. Michael Touff is general counsel and a senior vice-president of MDC Holdings (aka Richmond American Homes), a publicly traded corporation that builds single-family homes. Mr. Touff is also a vice-president of MDC Holding's charitable foundation, a separate legal entity known as the MDC/Richmond American Homes Foundation (the "Foundation"). MDC Holdings is the primary funding source for the Foundation. Mr. Larry Mizel is the Chairman and CEO of both MDC Holdings and the Foundation.

Mr. Touff reported that the Foundation has strong charitable interests in providing support for veterans and military issues generally. Also, as a Denver-based company, the Foundation has an interest in promoting Colorado.

Mr. Touff recounted his recollection of the role that the Foundation and MDC Holdings played in the commissioning of the USS Colorado in March of 2018, as follows:

In late 2014, the Foundation was contacted by the USS Colorado commissioning committee and was asked if the Foundation would be interested in being the sponsor. The Foundation negotiated a sponsorship agreement, which was ultimately approved by the Foundation's board.

The commissioning committee was primarily organized to raise money—that was the committee's reason for contacting the Foundation. Mr. Touff believes there were probably other corporate and personal sponsors for the commissioning, but he does not know who they were.

The Foundation did not cover the costs for the Connecticut trip. With respect to its own personnel, MDC Holdings paid for air and ground transportation, meals, and lodging. With respect to Respondent, MDC Holdings covered the cost of his air transportation (inasmuch as Respondent was on the same flight as the other participants). Mr. Touff did not recall whether MDC Holdings covered the costs of the ground transportation for Respondent; and he could not recall whether MDC Holdings paid for a meal for Respondent, but if so, Mr. Touff indicated it would have been only one meal. Mr. Touff stated that MDC Holdings would have no records to indicate whether MDC Holdings' ground transportation costs and/or meal costs included the Respondent. Mr. Touff indicated that MDC Holdings did not pay for Respondent's lodging.

Mr. Larry Mizel, MDC Holdings, and the Foundation are not alter egos. Although Respondent and Mr. Mizel have been "good friends for many years, before he was even mayor of Denver", Mr. Mizel did not pay for the Respondent's travel expenses; MDC Holdings did. MDC Holdings also covered expenses for others, such as Mr. Pat Meyers, Respondent's then-Chief of Staff. There were several people on the plane to Connecticut, including the Respondent, Mr. Meyers, and various military personnel.

Both the christening of the USS Colorado, in December 2016, and the commissioning in 2018, were major military events with thousands of people present. For example, those present at the

commissioning included a congressional delegation (Perlmutter, Coffman, and Lamborn). Members of the original USS Colorado<sup>3</sup> crew were present and being honored. Representations of and symbols for the State of Colorado were “all over the place”. The commissioning was also intended to honor the State of Colorado and its veterans. The commissioning VIP receptions were honorific in nature; promoting the involvement and importance of the former USS Colorado crew, the new crew, servicemen and women generally, national defense, and the involvement of the State of Colorado.

Mr. Touff could not recall whether Respondent attended each of the meals associated with the commissioning events. Per Mr. Touff’s recollection, the trip for the commissioning included several meals at which the Respondent was not in attendance, including dinner on the evening of arriving in Connecticut and a private lunch on the next day. At other meals, however, Respondent was present. For example, there was a clam bake at which Respondent was present and gave a speech. There was also another dinner ceremony, at which Respondent also gave a speech.

At the commissioning ceremony itself, Respondent gave a speech again.

When asked about Respondent’s travel from Connecticut to New York, Mr. Touff indicated that neither MDC Holdings nor the Foundation paid for any of Respondent’s travel expenses to New York after the commissioning celebrations.

On October 8, 2019, Mr. Touff was requested to respond to one additional investigatory inquiry: “During the planning for and events related to the commissioning of the USS Colorado, did either MDC Holdings or the Foundation have any business pending before the State of Colorado on which Gov. Hickenlooper could have had an impact?” Mr. Touff never responded to this inquiry.

### **Mr. Pat Meyers, Former Chief of Staff to Governor John Hickenlooper**

Mr. Pat Meyers is the former Chief of Staff to Respondent, former Governor John Hickenlooper. Mr. Meyer’s relationship with Respondent “stretches back quite a few years”. Prior to their friendship, Mr. Meyer’s law firm represented Respondent. Their relationship grew out of partnership in the restaurant industry. Later, Mr. Meyers supported Respondent during Respondent’s run for mayor of Denver. Mr. Meyers became Respondent’s Chief of Staff in late 2017. According to Mr. Meyers, he and Respondent have maintained both a personal and a professional relationship.

As pertaining to the Respondent’s August 13, 2018, travel from Washington, DC,<sup>4</sup> to the American Enterprise Institute (“AEI”) Symposium, in Jackson Hole, Wyoming, Mr. Meyers reported as follows:

Mr. Meyers’ company, PEM LLC, is a consulting, investment, and real estate firm. Mr. Meyers owns 99 percent of the business. Mr. Meyers is the only person involved in managing PEM LLC. PEM LLC leases a jet in an arrangement called a “dry lease”. Under FAA rules, a dry lease lessee is considered the operator of the airplane. As such, Mr. Meyers is responsible, through PEM LLC, for paying the lease payment, finding pilots, fueling, etc. The flights that provided transportation for Mr. Meyers and Respondent were all short-term leases that were paid to the lessor as an hourly rate.

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<sup>3</sup> In service 1923 – 1947.

<sup>4</sup> Complaint 18-22 reports that this trip originated in Dallas, Texas. Respondent’s response clarifies that this trip originated in Washington, DC.

Mr. Meyers did not attend the AEI Symposium; he was in Washington, DC, for unrelated meetings. Because Mr. Meyers was already scheduled to fly back to Denver, he offered to fly Respondent to Jackson Hole by taking a “small” detour to Jackson Hole. The detour was approximately 30 minutes out of his way, and he did not view the detour as a “big deal”. Extra fuel costs would have been “maybe a couple hundred dollars”. There were no extra costs for the pilot, who was paid on a per day rate. There was likely a marginal additional dry lease payment for additional flight time, which would have been a fairly nominal amount. Mr. Meyers indicated that, but for the private flight, the State of Colorado would have had to pick up the commercial flight costs. Mr. Meyers also believes there may have been no direct flights from Washington, DC to Jackson Hole, WY. Mr. Meyers viewed the flight with the Respondent as an opportunity to spend 2 or 3 hours of uninterrupted time together with Respondent, an opportunity which rarely happened otherwise. This time was spent primarily on issues of State business.

As pertaining to Mr. Meyers’ and Respondent’s other trip, to Connecticut for the commissioning of the USS Colorado, Mr. Meyers stated that he was on the same flight to Connecticut as Respondent.<sup>5</sup> Mr. Meyers was not involved in making the travel arrangements for Respondent; rather, the commissioning committee would have likely handled such issues through the Governor’s staff. Mr. Meyers indicated that the State of Colorado would have paid for the trip if MDC Holdings had not. Mr. Meyers’ recollection is that the only thing MDC Holdings paid was for the flight, and perhaps dinner on the night they landed in Connecticut. Mr. Meyers believes MDC was not involved in paying for Respondent’s subsequent trip to New York.

Mr. Meyers indicated that a description of the commissioning ceremonies as an “honorific” for Colorado would be an understatement. Mr. Meyers stated that he served on the commissioning committee. It was a “big deal” for the State to have a submarine named after it. Mr. Meyers views the events as “totally a benefit to the State,” with no personal benefit for Respondent.

Mr. Meyers confirmed that Respondent’s travel from Washington, DC, to Centennial, CO, on October 11, 2018, was aboard Mr. Meyers’ aircraft. Mr. Meyers recalls that he [Meyers] had gone to Washington, DC, for personal meetings. Because Mr. Meyers was already in Washington, DC, he stayed and “staffed” Respondent for Respondent’s meetings in the city (according to Mr. Meyers, “staffing” means, essentially, pre-, during, and post-meeting activities, such as logistics, protocol, substantive preparation, and follow-up). Mr. Meyers does not remember if he arranged Respondent’s travel ahead of time, but indicated that he [Meyers] had planned his meetings around Respondent’s planned visit to Washington, DC. The flight back to Centennial, CO, aboard Mr. Meyers’ aircraft, would have involved discussion of State business because there was so much pending State business to handle (including transition to a new gubernatorial administration and budgetary issues).

### **Mr. Kimbal Musk**<sup>6</sup>

In 2011, Mr. Musk invited the Respondent to a classroom at Schmidt Elementary in Denver for a “learning garden” experience sponsored by his nonprofit organization, Big Green. Respondent attended to support the event in his role as Governor. There was no personal friendship at the time. Mr. Musk had also served on the board of directors for Chipotle Mexican Grill, Inc., with Robin Pringle, whom Respondent married in 2016. After Respondent married, a closer relationship with Respondent developed. Mr. Musk describes his relationship as with Respondent as “not super close”, but friendly.

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<sup>5</sup> In context, the assumption is that Mr. Meyers meant that he was on the same flight *in his capacity as Respondent’s Chief of Staff*, although Mr. Meyers did not explicitly say so.

<sup>6</sup> Kimbal Musk is a chef and restaurateur. <http://www.kimbalmusk.com/about>

In connection with Respondent's April 2018 travel to from Dallas, Texas, to Broomfield, Colorado, Mr. Musk reported as follows:

Mr. Musk was in Dallas for his wedding. Mr. Musk confirms that Respondent officiated over Mr. Musk's wedding.

Mr. Musk confirms that Respondent's return flight from Dallas to Broomfield was on Mr. Musk's airplane, which belongs to Mr. Musk's company.<sup>7</sup> Mr. Musk is the sole member and 100% owner of the company, which has no employees. Mr. Musk described ownership of the airplane as his own, through the company. Mr. Musk also indicated that Respondent wrote him a personal check for the flight, which he thought to be the approximate value of a first-class commercial ticket. Respondent tendered the check just before he boarded the airplane. Mr. Musk reports that he at first refused the check but that Respondent insisted he accept it. Mr. Musk ultimately accepted the check. The check was not cashed. A copy of the check is included as Exhibit B.

Mr. Musk indicates that he knows nothing about the Colorado Low Emissions Vehicle Program.

Mr. Musk stated that, for the time period around his wedding, he does not recall that he had any business interests pending with the State of Colorado. Mr. Musk also indicated that Respondent's receipt of a flight on his private plane resulted in no preferential treatment for him or his business interests.

### **Mr. John Hickenlooper, Respondent and Former Governor of Colorado**

#### *Bilderberg Travel*

Respondent confirmed his travel to and participation in the 2018 Bilderberg Meetings. He indicated that this time was taken as vacation time, even though he was always on the job as governor.

Respondent indicated that payment for air travel to the Bilderberg Meetings was paid for by either earned air miles or his personal credit card. The cost for the conference was several thousand dollars, which includes hotel, food, ground transportation, and other event expenses. Respondent stated that these conference costs were paid personally by him. Respondent indicated that he has no personal knowledge about how payments for conference costs by the Bilderberg steering committee were made. Rather, he simply paid the costs he was told to pay by the conference organizers.

In responding to a supplemental request for information about the conference costs (\$6,770.79), and whether the conference expenses can be itemized, Respondent indicated through counsel that "The Bilderberg payment was all-inclusive, and no break-out is possible." A subsequent clarification indicated that "...conference expenses were 'itemized' in that they were either attendee payment of transportation costs or payment to the hotel."

According to the documents filed by Respondent, payment to the NH Lingotto Congress Hotel was through Respondent's credit card in the amount of \$1,502.97. Ex. 6 of the Response to Complaint 18-22. Meals appear to have been included with the lodging; ground transportation was provided as part of the conference package paid for by Respondent. Page 5 of Response to Complaint 18-22.<sup>8</sup>

#### *USS Colorado Travel*

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<sup>7</sup> Though Mr. Musk did not specifically confirm this, his company is assumed to be Kitchen Cafe, LLC.

<sup>8</sup> Attempts to confirm this information through the Bilderberg organization were not responded to, as indicated in this report's Bilderberg Secretary section.



Exhibit 9 of Respondent's Response to Complaint 18-22 appeared to indicate that the State of Colorado paid for Respondent's lodging in Connecticut through State Trooper Brian Keller's credit card. Respondent's counsel provided documentation to show that Trooper Keller's credit card is not a personal credit card, but one used through the Colorado Department of Public Safety. *See* Exhibit C.

Respondent confirmed that MDC Holdings paid for Respondent's air travel from Colorado to Connecticut, which took place on MDC's private plane. Respondent offered to pay but MDC Holdings rejected his offer. Respondent indicated his belief that lodging was paid for one or two nights, by the state, though he was not certain.

During the commissioning events and ceremonies, there were several occasions when Respondent gave a speech. Respondent represented this as a core responsibility of serving as governor. Respondent viewed part of his job as governor to be "making sure the military understands the State's appreciation". Military operations form a significant part of Colorado's economy; the Pentagon looks at whether states are "team players"; and Colorado is one of the more proactive states in supporting the military. Respondent viewed his role in the commissioning ceremonies as being of long-term value for Colorado. The Respondent's speeches were generally about Colorado's responsibility to national defense and its commitment to veterans.

Respondent described his relationship with Mr. Larry Mizel, Chairman and CEO of MDC Holdings, as follows: Respondent and Mr. Mizel had known each other from when Respondent was the mayor of Denver. Though they support different political parties, they have philanthropic activities in common. Respondent represented that the two men do not interact on a business-related basis. Though Mr. Mizel is not a supporter of Respondent's presidential aspirations, Respondent described Mizel as a friend.

#### *Travel from New Jersey to Colorado*

In January, 2018, Respondent's wife was in New York City for a medical procedure. Respondent was present in New York City for that purpose; he was not in NYC for state business. Respondent took a private flight back from NYC to Colorado after the procedure, which was paid for by Respondent's friend, Mr. Kenneth Tuchman.<sup>9</sup> Respondent reports that this arrangement allowed him to stay longer with his wife during her recuperation and return just in time for his State of the State speech.

In response to Complainant's allegation that the use of the Meridian Executive Terminal constituted a gift independent of the cost of the private flight, Respondent described the experience as relatively similar to a commercial airport. Respondent denied that the terminal was "fancy" and indicated that the service was generally limited to the provision of seating in a waiting area and access to restrooms. Respondent indicates he did not pay anything and is not aware of anyone paying for additional perks on his behalf; Respondent assumes that payment for the terminal was part of the cost of operating the plane. Respondent was still trying to write his State of the State speech and he worked on the speech in the waiting area until the plane departed.

Respondent described his relationship with Mr. Tuchman as follows: Mr. Tuchman is an entrepreneur and philanthropist. Respondent has never had a business relationship with him, nor does he provide services to the State. Respondent got to know Mr. Tuchman through his philanthropic work and became personal friends with him over time.

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<sup>9</sup> In response to additional subsequent inquiry, Respondent's counsel indicated that, if Mr. Tuchman had not provided for air travel, the State of Colorado would have paid Respondent's travel expenses to facilitate Respondent's return to Colorado for the impending State of the State speech.

*Washington, DC, to Jackson Hole, WY*

Respondent confirmed Mr. Meyer's account (see above) regarding the trip to Jackson Hole, Wyoming for the AEI conference, and confirmed that Mr. Meyer's flight to Colorado detoured to drop Respondent off in Jackson Hole.<sup>10</sup> Respondent expressed this as "two birds, one stone", providing a "great way to catch up" with his Chief of Staff and also saving the Respondent several hours of travel time.

Respondent indicated that he offered to pay Mr. Meyers for the trip, but that Mr. Meyers laughed off this suggestion (because accepting money would allegedly make Mr. Meyers a commercial carrier). Respondent then offered to give the money to a charity of Meyers' choice, but this offer was also declined.

Respondent described his relationship with Mr. Meyers as a friendship that extended back to philanthropic activities in roughly 2005. The relationship with Mr. Meyers as a friend continues to this day.

While in Jackson Hole, Respondent gave the keynote address at the American Enterprise Institute. The speech involved using entrepreneurial business investment models to solve challenges that state government faces. Responding to additional investigative inquiries, Respondent's counsel wrote, "There was no personal basis for the invitation to the AEI conference; it was provided to [Respondent] solely as the governor who had overseen economic development in a successful manner."

*Musk Wedding in Texas*

Respondent confirmed that he officiated Mr. Musk's wedding in Dallas, Texas. He does not remember whether he offered Mr. Musk payment for the trip back to Colorado, but Respondent generally tried to "do that with everybody".

After being provided with a copy of the personal check in Exhibit B, and in response to inquiries about the possible back-dating of said check, Respondent provided copies of his personal checks immediately prior to and subsequent to the check in Exhibit B. *See* Exhibit D. Address and account information on all three checks (to the extent visible) matches. For security purposes, however, some information has been redacted.

Respondent stated that he and Mr. Musk became friends through Mr. Musk's efforts to create "learning gardens" for schoolchildren. They both share an interest in education.

Respondent denied any connection between Mr. Musk and the Low Emissions Vehicle Program (see description above). Mr. Musk and Respondent never talked about that issue. Rather, the Respondent reported that Colorado's interests were not the same as the interests of Mr. Musk's brother, Elon Musk, the owner of Tesla, Inc. According to Respondent, Colorado's topography and SUV usage do not lend to the use of purely electric vehicles in Colorado. Respondent concluded, "It is not true that I lobbied either Musk [brother]." Respondent stated instead that, on a policy level, he supported low emission vehicles, as opposed to zero-emission vehicles, for Colorado.

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<sup>10</sup> In response to additional subsequent inquiry, Respondent's counsel indicated that, if Mr. Meyers had not provided for the air travel, the State of Colorado would have paid Respondent's travel expenses. The Respondent's keynote AEI address "[dealt] with regional economic development, a matter obviously pertinent to the State and helpful in attracting businesses to Colorado."

*Washington, DC, to Centennial, CO*

In connection with Respondent's travel from Washington, DC, to Centennial, CO, on October 11, 2018, Respondent's counsel indicated that the trip to Washington, DC, "was multifaceted but it did contain state business". If Mr. Meyers had not provided air transportation, travel costs would have been paid by the State.

*Gift Disclosure Reporting*

In follow-up correspondence, Respondent was asked, "Did Governor Hickenlooper file any sec. 24-6-203 gift disclosure forms regarding any of the travel expenses alleged by the complainant with the Secretary of State? If so, please provide same." Respondent's answer, through counsel, was as follows:

Please review the Governor's response regarding the fact that the gift reporting statute exempts items that can be given to an office holder under Amendment 41. Given the applicable provisions, any gift reporting would have been contrary to state statute. This claim has no legal validity.

**Mr. Ken Tuchman, Chairman and CEO of TTEC<sup>11</sup>**

Mr. Tuchman is the founder, chairman, and CEO of TTEC. He has known Respondent for approximately 20 years. Mr. Tuchman indicated, "I do not view John [Respondent] as the former governor or mayor, but as my friend."

Mr. Tuchman confirmed that he provided a private flight for Respondent, on Mr. Tuchman's own airplane, in connection with Respondent's travel from New Jersey to Colorado in 2018. He also confirmed that his offer was related to Robin Hickenlooper's medical care and Respondent's preparation for the State of the State address. More specifically, Mr. Tuchman indicated that, in January 2018, he was attending the "Bloomberg philanthropy conference" as a speaker. At the conference, Mr. Tuchman discovered that Respondent was present for the same conference (Mr. Tuchman indicates he did not know ahead of time that Respondent would be present). It was at this point that Mr. Tuchman offered Respondent a ride back to Colorado on Mr. Tuchman's aircraft.

Mr. Tuchman stated that, when he provides flights for his friends, his friends will "always" write a check to compensate for the flight (for the approximate value of a first-class ticket). Mr. Tuchman is "sure" Respondent wrote such a check. When Mr. Tuchman receives such checks, he gives them to his assistant, but Mr. Tuchman indicated that he neither knows nor cares whether the checks get cashed. Mr. Tuchman stated he would ask his assistant to provide documentation pertaining to the check from Respondent, if the documentation can be located.

Without prompting, Mr. Tuchman vehemently declared that neither he nor TTEC does any business with the State of Colorado, and that there is no interest in doing so. Mr. Tuchman stated that he and his company are "not looking for favors." Mr. Tuchman also indicated he does not have a business relationship with Respondent.

**Jessica Browning, AEI Managing Director for Strategic Events and Development**

Ms. Jessica Browning is AEI's Managing Director for Strategic Events and Development. She indicated that, in connection with Respondent's participation in the AEI symposium, Respondent was invited in his

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<sup>11</sup> Formerly known as TeleTech Holdings.

official capacity.

According to Ms. Browning, AEI covered the following expenses for Respondent:

Flights: \$886.00

Hotel Room: \$671.22 (Four Seasons Hotel, one night)

Staff Lodging: \$790 (2 rooms for 2 staffers -- \$395 per person)

AEI did not pay for Respondent's airport transfers. The flight tickets are attached as Exhibit E.

Ms. Browning was "almost certain" AEI receives more than 5% of its funding from for-profit sources, but she never subsequently confirmed this.

**Robert Berry, Assistant General Counsel, Fiat Chrysler Automobiles**

See Mr. Berry's correspondence attached as Exhibit F. Mr. Berry did not respond to additional requests for information.

# Exhibit A

# BILDERBERG MEETING 2018

Turin, Italy  
7 - 10 June

CONFIDENTIAL

## Agenda timing

### THU 7 JUNE

19:00	Cocktails	Garden Foyer Nord
20:00	Dinner	Foyer Nord

### FRI 8 JUNE

07:45-10:30	SESSIONS	Conference Room
10:30-11:00	Break	Foyer Sala 500
11:00-13:15	SESSIONS	Conference Room
13:15-14:45	Lunch	Foyer Nord
14:45-15:45	SESSIONS	Conference Room
15:45-16:15	Break	
16:15-18:30	SESSIONS	Conference Room
19:00	Lobby hotel – transport to MAUTO	
19:30	Cocktails & dinner	MAUTO

### SAT 9 JUNE

8:00-11:30	SESSIONS	Conference Room
11:30-12:00	Break	Foyer Sala 500
12:00-13:00	SESSIONS	Conference Room
13:00	Lunch	Foyer Nord

### FREE AFTERNOON SOCIAL PROGRAMME (OPTIONAL)

14:00-16:15 VISIT BIBLIOTECA REALE

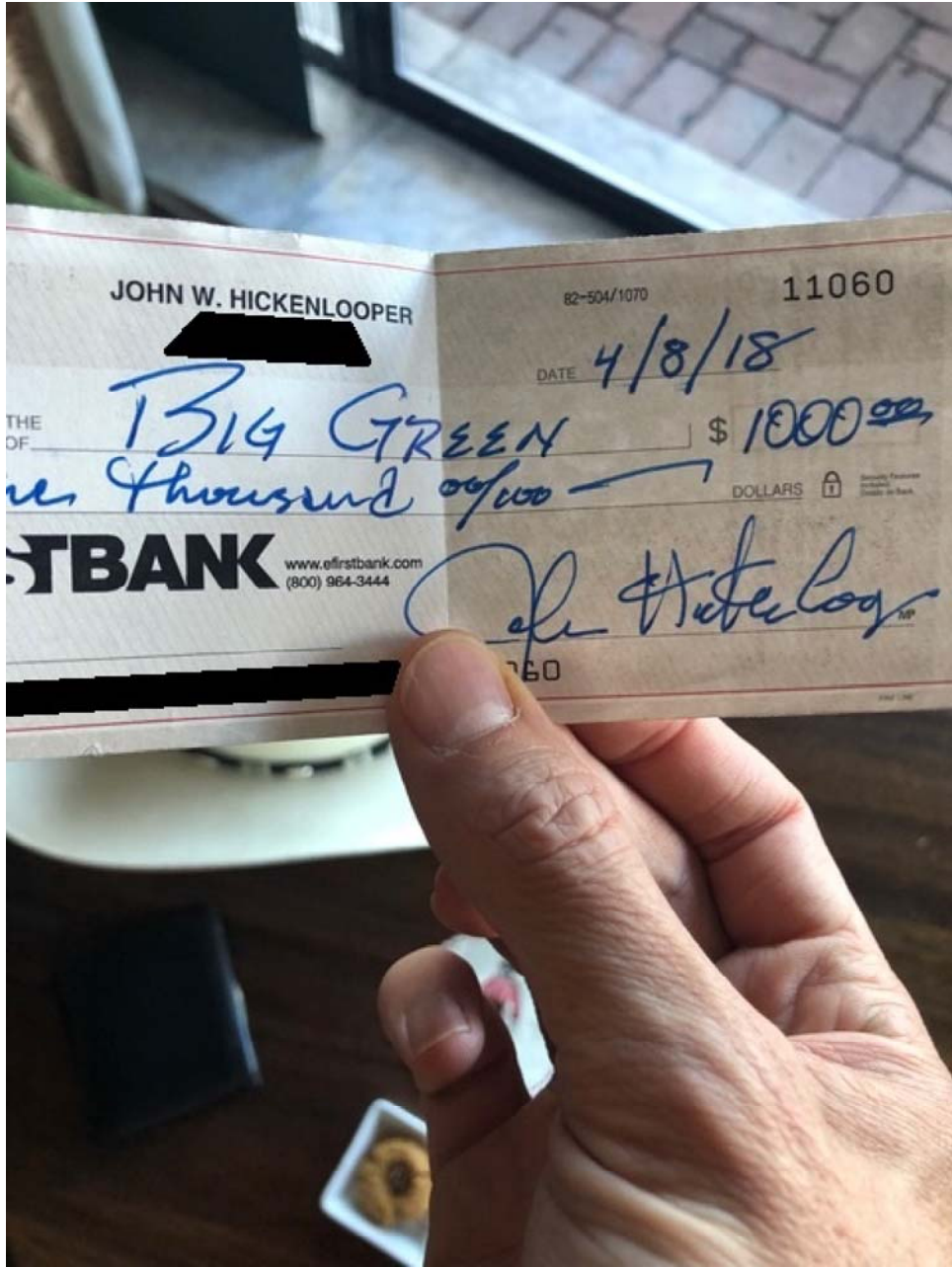
16:30-19:00	SESSIONS	Conference Room
19:30	Cocktail & dinner	Rooftop of hotel

### SUN 10 JUNE

8:00-11:00	SESSIONS	Conference Room
12:00	Lunch	Foyer Nord

**SUBJECT TO CHANGE V.20180506**

# Exhibit B



JOHN W. HICKENLOOPER

82-504/1070

11060

DATE 4/8/18

THE  
OF

BIG GREEN  
one thousand 00/100

\$ 1000.00

DOLLARS

**FIRST BANK**  
www.efirstbank.com  
(800) 964-3444

*John W. Hickenlooper*

11060



# Exhibit C



Account Number .....	Payment Date 04/19/2018	New Balance \$1,908.57	Total Amount Due \$1,908.57	Enter Amount Paid
-------------------------	----------------------------	---------------------------	--------------------------------	-------------------

BRIAN A KELLER  
CO DEPT PUBLIC SAFETY

Citibank  
P.O. Box 78025  
PHOENIX, AZ 85062-8025

Payment coupon: Please cut along perforation and return this portion with your payment. Make check or money order payable in U.S. dollars on a U.S. bank to Citibank. Include account number on check or money order. No cash please. Do not staple or tape your check to this coupon.

# CITIBANK CORPORATE CARD

Statement Date

03/25/2018

Due Date

04/19/2018

Credit Line	Previous Balance	Payments and Credits	New Charges	New Balance
\$3,500.00	\$1,205.22	\$1,205.22	\$1,908.57	\$1,908.57

FOR CUSTOMER SERVICE CALL OR WRITE 1-800-248-4553 Citibank P.O. Box 6125 Sioux Falls, SD 57117

SEND PAYMENTS TO: Citibank P.O. Box 78025 PHOENIX, AZ 85062-8025

Account Number .....	Available Credit Line \$1,591.43	Cash Advance Limit* \$0.00	Available Cash Line** \$0.00	
<i>Sale Date</i>	<i>Post Date</i>	<i>Reference Number</i>	<i>Type of Activity</i>	<i>Total Amount</i>
03/13/2018	03/13/2018	██████████	██████████	██████████
03/14/2018	03/16/2018	██████████	██████████	██████████
03/16/2018	03/19/2018	██████████	██████████	██████████
03/18/2018	03/19/2018	24692168077100527087922	RESIDENCE INN MYSTIC 077025 MYSTIC CT Arrival: 03-18-18	\$125.35
03/18/2018	03/19/2018	24692168077100527169803	MYSTIC MARRIOTT HOTEL 005842 GROTON CT Arrival: 03-16-18	\$120.75
03/19/2018	03/21/2018	██████████	██████████	██████████
03/19/2018	03/21/2018	██████████	██████████	██████████

Citi is committed to the reduction of paper. Within the Commercial Cards business, you can switch to online statements now by registering your card on CitiManager at <https://home.cards.citidirect.com/CommercialCard/Cards.html>. Thanks to those who already access statements online, together we are saving 2,170 trees each year through this initiative alone.

Your total finance charge paid for 2017 was \$5 00.

ACCOUNT SUMMARY CURRENT PERIOD	Previous Balance	Payments	Credits	Purchases and Advances	Interest Charges	New Balance
Purchases Advances TOTALS	\$1,205.22	- \$1,205.22		\$1,908.57		\$1,908.57
	\$1,205.22	- \$1,205.22		\$1,908.57		\$1,908.57
DAYS IN BILLING PERIOD: 028		<u>Purchases</u>	<u>Cash Advances</u>	Amount Over Credit Limit:		\$0.00
				Amount Past Due:		\$0.00
Balance Subject To Interest Charges >	\$0.00			Net Total Charges:		\$1,908.57
Periodic Rate >	.0000%			Total Cash Advances:		\$0.00
ANNUAL PERCENTAGE RATE >	0.00%			Current Period Total:		\$1,908.57

\* Cash Advance Limit is a portion of your Total Credit Line

\*\* Available Cash Line is a portion of your Available Credit Line

# Exhibit D



# Exhibit E

# Confirmation #GE8ZL2

Thank you for traveling with Delta, John!

Your booking is complete. We'll send you an email shortly to natalie.neubert@state.co.us with your receipt and itinerary details.

## Washington-Reagan National, DC to Jackson Hole, WY

Total Trip Cost (USD) **\$476.80**

Flight confirmation #GE8ZL2 - Mon, 13 Aug 2018

One Way | 1 passenger

[Get Trip Notifications](#)

Miles Available Don't Leave These Miles Behind

**2,115**

Create your free Delta SkyMiles® account and earn 2,115 miles after your trip that you can use for flights, upgrades and more. With SkyMiles, your miles don't expire and there are no blackout dates on Delta Air Lines.

## What's Next

- Visit My Trips to access your itinerary, see receipts, and manage your flights
- Go to My Trips to request wheelchair assistance, peanut allergy help, or other services
- Also in My Trips, purchase insurance, hotel stays, car rentals, or Trip Extras like Wi-Fi and Priority Boarding
- On international tickets, you may be entitled to a refund of some government taxes or fees if the ticket is cancelled. Please see our Refunds FAQs for more information.

## Flights

MON <b>13</b> AUG	<b>DCA</b> ▶ <b>JAC</b> 1:45 PM 6:45 PM	DL 2799, DL 728 7h 0m   1 Stop	Main Cabin (H)   Main Cabin (H) Changeable / Nonrefundable Delta Air Lines Baggage Information	Price per Passenger <b>\$422.33</b>
				Taxes, Fees and Charges <b>\$54.47</b>

DETAILS ▾

DEPARTS MON, 13 AUG | 1:45 PM FROM RONALD REAGAN WASHINGTON NATIONAL ARPT (DCA)  
ARRIVES MON, 13 AUG | 3:42 PM AT HARTSFIELD-JACKSON ATLANTA INTL (ATL)  
FLIGHT DL 2799 | 1H 57M |  
AIRCRAFT AIRBUS A321 | MEAL SERVICES

1H 8M LAYOVER IN ATLANTA, GA | YOU CHANGE PLANES IN ATL

DEPARTS MON, 13 AUG | 4:50 PM FROM HARTSFIELD-JACKSON ATLANTA INTL (ATL)  
ARRIVES MON, 13 AUG | 6:45 PM AT JACKSON HOLE (JAC)

### Passengers, Seats & Extras

				Seats	Extras	Special Services	Seats	\$0
<b>Mr John Hickenlooper</b>							Extras	\$0
1	DCA ▶ ATL	\$25 FIRST	\$35 SECOND	27F				
	ATL ▶ JAC			33A				
<p><sup>1</sup> On Delta operated flights, you may carry on one bag and a small personal item at no charge. Carry-on allowances may differ and fees may apply for flights operated by carriers other than Delta. Contact the operating carrier for detailed carry-on limitations and charges.</p> <p>IMPORTANT: Visit <a href="http://delta.com">delta.com</a> for details on <a href="#">baggage embargoes</a> that may apply to your itinerary.</p>							All Seats & Extras Subtotal	\$0.00

### Payment

Card Type	Card Holder	Card Number	Amount Charged (USD)
VISA	Valerie M Beck	*****5589	\$476.80

### Hotel

**Fetching great hotel deals**

Powered by

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necessary, for your repatriation. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider. Directive (EU) 2015/2302 as transposed into the national law : <https://eur-lex.europa.eu/legal-content/EN/NIM/?uri=CELEX:32015L2302>

## Car

Great news! Your flight is booked, now add a car rental and get at least 500 miles.



HERTZ  
ECONOMY CAR

From  
**\$121<sup>00</sup>**  
per day



HERTZ  
COMPACT CAR

From  
**\$121<sup>00</sup>**  
per day



HERTZ  
INTERMEDIATE CAR

From  
**\$126<sup>00</sup>**  
per day



HERTZ  
STANDARD CAR

From  
**\$126<sup>00</sup>**  
per day



HERTZ  
FULL-SIZE CAR

From  
**\$146<sup>00</sup>**  
per day

JACT01 Pick-up : Mon 13 Aug 2018 07:45 PM | Drop-Off : Tue 14 Aug 2018 07:45 PM

[VIEW ALL](#)

### Terms and Conditions

#### GENERAL CONDITIONS OF PURCHASE

You agree to accept all Fare Rules for each flight, all Trip Extras Terms & Conditions, and all terms in Delta's applicable Contract of Carriage. Once your ticket is purchased, Risk-Free Cancellation may apply. No contract exists until you receive confirmation that payment was received and processed.

View Fare Rules, Change & Cancellation Policies. This ticket is changeable/ nonrefundable . Fees may apply. Failure to appear for any flight without notice to Delta will result in cancellation of your remaining reservation.

The advertised price is not an offer and is subject to change. All prices are (USD) unless otherwise noted. You may see separate transactions to your credit card based on the vendors and the products you are purchasing. Amounts may vary dependant on the rate of exchange at time of transaction.

In-Flight services and amenities may vary and are subject to change.

Final baggage fees will be assessed and charged at time of check in. Baggage fees may change based on the class of service or frequent flyer status.



STATE OF  
COLORADO

Intern, Scheduling &lt;gov\_schedoffintern@state.co.us&gt;

**Fwd: eTicket Itinerary and Receipt for Confirmation CGK71R**

1 message

**Neubert - GOVOffice, Natalie** <natalie.neubert@state.co.us>  
To: Scheduling Intern <gov\_schedoffintern@state.co.us>

Thu, Jul 19, 2018 at 4:12 PM

please add to jackson hole folder for august

----- Forwarded message -----

From: **United Airlines, Inc.** <unitedairlines@united.com>  
Date: Thu, Jul 19, 2018 at 4:09 PM  
Subject: eTicket Itinerary and Receipt for Confirmation CGK71R  
To: NATALIE.NEUBERT@state.co.us

**Receipt for confirmation number CGK71R**

A STAR ALLIANCE MEMBER

[United logo link to home page](#)**Issue Date: July 19, 2018****Confirmation: CGK71R****TRAVELER INFORMATION**

Traveler	eTicket Number	Frequent FlyerNumber	Seats
HICKENLOOPER/JOHN	0162408839634	UA-XXXXX890 Premier Platinum / *G	7A

**FLIGHT INFORMATION**

Day, Date	Flight	Class	Departure City and Time	Arrival City and Time	Aircraft	Meal
Tue, 14AUG18	UA5382	M	JACKSON HOLE, WY (JAC) 5:41 PM	DENVER, CO (DEN) 7:16 PM	ERJ 175	

Flight operated by SKYWEST AIRLINES doing business as UNITED EXPRESS.

**FARE INFORMATION****Fare Breakdown**

Airfare:	367.44U\$
U.S. Transportation Tax:	27.56
U.S. Flight Segment Tax:	4.10
September 11th Security Fee:	5.60
U.S. Passenger Facility Charge:	4.50
Per Person Total:	409.20U\$
 eTicket Total:	 409.20U\$

Form of Payment:  
VISA  
Last Four Digits 5589

The airfare you paid on this itinerary totals: 367.44 USD

The taxes, fees, and surcharges paid total: 41.76 USD

Fare Rules: Additional charges may apply for changes in addition to any fare rules listed.

NONREF/0VALUAFTDPT/CHGFEE

Cancel reservations before the scheduled departure time or TICKET HAS NO VALUE.

## Baggage allowance and charges for this itinerary.

### Baggage fees are per traveler

Origin and destination for checked baggage	1 <sup>st</sup> bag	2 <sup>nd</sup> bag	Maximum weight and dimensions per piece of baggage Max wt / dim per piece
--	---------------------	---------------------	--

8/14/2018 Jackson Hole, WY (JAC) to Denver, CO (DEN) 0.00 USD 0.00 USD 70.0lbs (32.0kg) - 62.0in (157.0cm)

Baggage check-in must occur with United or United Express, and you must have valid MileagePlus Premier® Platinum membership at time of check-in to qualify for waiver of service charges for up to three checked bags (within specified size and weight limits).

### MileagePlus Accrual Details

HICKENLOOPER/JOHN						
Date	Flight	From/To	Award Miles	PQM	PQS	PQD
8/14/2018	5382	Jackson Hole, WY (JAC)-Denver, CO (DEN)	3312	500	1	368
John's MileagePlus Accrual totals:			3312	500	1	368

## Important Information about MileagePlus Earning

- Accruals vary based on the terms and conditions of the traveler's frequent flyer program, the traveler's frequent flyer status and the itinerary selected. United MileagePlus® mileage accrual is subject to the rules of the MileagePlus program
- Once travel has started, accruals will no longer display. You can view your MileagePlus account for posted accrual
- You can earn up to 75,000 award miles per ticket. The 75,000 award miles cap may be applied to your posted flight activity in an order different than shown
- PQD are a Premier status requirement for members in the U.S. only.
- Accrual is only displayed for MileagePlus members who choose to accrue to their MileagePlus account.

## eTicket Reminders

- **Check-in Requirement** - Bags must be checked and boarding passes obtained at least 30 minutes prior to scheduled departure. Baggage will not be accepted and advance seat assignments may be cancelled if this condition is not met.  
**EXCEPTION:** When departing from Anchorage, Atlanta, Austin, Baltimore, Chicago, Cincinnati, Cleveland, Dallas/Ft. Worth, Denver, Detroit, Fort Lauderdale, Greenville-Spartanburg, Guam, Honolulu, Houston, Indianapolis, Jacksonville, Kona, Las Vegas, Los Angeles, Maui, Miami, New York (LGA), Newark, Orange County (SNA), Orlando, Philadelphia, Phoenix, Pittsburgh, Raleigh/Durham, Reno, San Diego, San Francisco, San Juan, PR (60 minutes), Savannah, Seattle, St. Louis, St. Thomas, U.S. Virgin Islands (60 minutes), Tampa, Washington, DC (both IAD and DCA), the check in requirement time for Passengers and Bags is 45 minutes except where noted.

- **Boarding Requirement** - Passengers must be prepared to board at the departure gate with their boarding pass at least 15 minutes prior to scheduled departure.
  - Failure to meet the **Boarding Requirements** may result in cancellation of reservations, denied boarding, removal of checked baggage from the aircraft and loss of eligibility for denied boarding compensation.
  - Bring your boarding pass or this eTicket Receipt along with [photo identification](#) to the airport.
  - The FAA now restricts carry-on baggage to one bag plus one personal item (purse, briefcase, laptop computer, etc.) per passenger. The fare rules for your ticket may restrict your carry-on baggage allowance even further.
  - For up to the minute flight information, sign-up for our [Flight Status Updates](#) or call 1-800-824-6200; in Spanish 1-800-426-5561.
  - If flight segments are not flown in order, your reservation will be cancelled. Rebooking will be subject to the fare rules governing your ticket.
  - For the most current status of your reservation, go to our [Flight Status](#) page.
  - Your eTicket is non transferable and valid for 1 year from the issue date unless otherwise noted in the fare rules.
- 

## Data Protection Notice

Your personal data will be processed in accordance with the applicable carriers privacy policy and if your booking is made via a reservation system provider ("GDS"), with its privacy policy. These are available at <http://www.iatatravelcenter.com/privacy> or from the carrier or GDS directly. You should read this documentation, which applies to your booking and specifies, for example, how your personal data is collected, stored, used, disclosed and transferred

---

## Customer Care Contact Information

We welcome your compliments, comments or complaints regarding United or a United travel experience.

You may contact us using our [Customer Care](#) form

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## Hazardous materials

Federal law forbids the carriage of hazardous materials on board aircraft in your luggage or on your person. A violation can result in five years imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124).

Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Common examples of hazardous materials/dangerous goods

include spare or loose lithium batteries, fireworks, strike-anywhere matches, aerosols, pesticides, bleach and corrosive materials.

Additional information can be found on:

[united.com restricted items page](#)  
[FAA website Pack Safe page](#)  
[TSA website Prohibited Items page](#)

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## Refunds Within 24 Hours

When you book and ticket a reservation through [united.com](http://united.com), the United mobile app, the United Customer Contact Center, at our ticket counters or city ticket offices, or if you

use MileagePlus® miles to book an award ticket, we will allow you to cancel the ticketed reservation without penalty and receive a 100 percent refund of the ticket price

to the original form of payment if you cancel the reservation within 24 hours of purchase and if the reservation is made one week or more prior to scheduled flight departure.

---

### IMPORTANT CONSUMER NOTICES

- **Notice of Baggage Liability Limitations** - For domestic travel between points within the United States (except for domestic portions of international journeys), United's liability for loss of, damage to, or delay in delivery of a customer's checked baggage is limited to \$3,500 per ticketed customer unless a higher value is declared in advance and additional charges are paid (not applicable to wheelchairs or other assistive devices). For such travel, United assumes no liability for high value, fragile, perishable, or otherwise excluded items; excess valuation may not be declared on certain types of valuable articles. Further information may be obtained from the carrier. For international travel governed by the Warsaw Convention (including the domestic portions of the trip), maximum liability is approximately 640 USD per bag for checked baggage, and 400 USD per passenger for unchecked baggage. For international travel governed by the Montreal Convention (including the domestic portions of the trip), maximum liability is 1,131 SDRs per passenger for baggage, whether checked or unchecked. For baggage lost, delayed, or damaged in connection with domestic travel, United requires that customers provide preliminary notice within 24 hours after arrival of the flight on which the baggage was or was to be transported and submit a written claim within 45 days of the flight. For baggage damaged or delayed in connection with most international travel (including domestic portions of international journeys), the Montreal Convention and United require customers to provide carriers written notice as follows: (a) for damaged baggage, within seven days from the date of receipt of the damaged baggage; (b) for delayed baggage, within 21 days from the date the baggage should have been returned to the customer. Please refer to Rule 28 of United's Contract of Carriage for important information relating to baggage and other limitations of liability.
- **Notice of Incorporated Terms** - Transportation is subject to the terms and conditions of United's Contract of Carriage, which are incorporated herein by reference. Incorporated terms may include, but are not limited to: 1. Limits on liability for personal injury or death of the customer, and for loss, damage, or delay of goods and baggage, including high value, fragile, perishable, or otherwise excluded items. 2. Claims restrictions, including time periods within which customers must file a claim or bring an action against the carrier. 3. Rights of the carrier to change terms of the contract. 4. Rules about reconfirmation of reservations, check-in times, and refusal to carry. 5. Rights of the carrier and limits on liability for delay or failure to perform service, including schedule changes, substitution of an alternate air carrier or aircraft, and rerouting. The full text of United's Contract of Carriage is available at [united.com](http://united.com) or you may request a copy at any United ticket counter. Passengers have the right, upon request at any location where United's tickets are sold within the United States, to receive free of charge by mail or other delivery service the full text of United's Contract of Carriage.
- **Notice of Certain Terms** - If you have purchased a restricted ticket, depending on the rules applicable to the fare paid, one or more restrictions including, but not limited to, the following may apply to your travel: (1) the ticket may not be refundable but can be exchanged for a fee for another restricted fare ticket meeting all the rules/restrictions of the original ticket (including the payment of any difference in fares); (2) a fee may apply for changing/canceling reservations; or (3) select tickets may not be eligible for refunds or changes even for a fee; (4) select tickets have no residual value and cannot be applied towards the purchase of future travel; or (5) travel may be restricted to specific flights and/ or times and a minimum and/or maximum stay may be required. United reserves the right to refuse carriage to any person who has acquired a ticket in violation of any United tariffs, rules, or regulations, or in violation of any applicable national, federal, state, or local law, order, regulation, or ordinance. Notwithstanding the foregoing, you are entitled to a full refund if you cancel a ticket purchased at least a week prior to departure within 24 hours of purchase.
- **Notice of Boarding Times** - For Domestic flights, customers must be at the boarding gate at least 15 minutes prior to scheduled departure. For International flights, customers must be at the boarding gate at least 30 minutes prior to scheduled departure. The time limits provided by United in this Notice are minimum time requirements. Customer and baggage processing times may differ from airport to airport. Please visit [united.com](http://united.com) for information regarding airport-specific boarding times. It is the customer's responsibility to arrive at the airport with enough time to complete check-in, baggage, and security screening processes within these minimum time limits. Please be sure to check flight information monitors for the correct boarding gate and the departure time of your flight. Failure to be at the boarding gate by the required time could result in the loss of your seat without compensation, regardless of whether you are already checked in or have a confirmed seat and boarding pass.
- **Advice to International Passengers on Carrier Liability** - Passengers on a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that international treaties known as the Montreal Convention, or its predecessor, the Warsaw Convention, including its amendments, may apply to the entire journey, including any portion thereof within a country. For such passengers, the treaty, including contracts of carriage embodied in applicable tariffs, governs, and may limit the liability of the Carrier in respect of death or injury to passengers, and for destruction or loss of, or damage to, baggage, and for delay of passengers and baggage.
- **Notice - Overbooking of Flights** - Airline flights may be overbooked, and there is a slight chance that a seat will not be available on a flight for which a person has a confirmed reservation. If the flight is overbooked, no one will be denied a seat until airline personnel first ask for volunteers willing to give up their reservation in exchange for compensation of the airline's choosing. If there are not enough volunteers, the airline will deny boarding to other persons in accordance with its particular boarding priority. With few exceptions, including failure to comply with the carrier's check-in deadlines, which are available upon request from the air carrier, persons, denied boarding involuntarily are entitled to compensation. The complete rules for the payment of compensation and each airline's boarding priorities are available at all airport ticket counters and boarding locations. *Some airlines do not apply*

7/20/2018

State.co.us Executive Branch Mail - Fwd: eTicket Itinerary and Receipt for Confirmation CGK71R

*these consumer protections to travel from some foreign countries, although other consumer protections may be available. Check with your airline or your travel agent.*

**Thank you for choosing United Airlines**  
[united.com](http://united.com)

[Legal Notices](#). [Privacy Policy](#)

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For assistance, please contact United Airlines via telephone or via e-mail.

--  
Natalie Neubert  
Special Advisor to the First Lady



**COLORADO**  
Gov. John Hickenlooper

P: 303.866.5309 | C: [720.630.1739](tel:720.630.1739)  
136 State Capitol, Denver, CO 80203  
[natalie.neubert@state.co.us](mailto:natalie.neubert@state.co.us) | [www.colorado.gov/governor](http://www.colorado.gov/governor)



*Under the Colorado Open Records Act (CORA), all messages sent by or to me on this state-owned e-mail account may be subject to public disclosure.*

# Exhibit F



FIAT CHRYSLER AUTOMOBILES

---

**Robert Berry**

Assistant General Counsel  
Office of the General Counsel

October 14, 2019

**VIA EMAIL**

Mr. Dino Ioannides  
Executive Director  
Colorado Independent Ethics Commission  
1300 Broadway, Suite 240  
Denver, CO 80203

RE: Ethics Inquiry Governor Hickenlooper

Dear Mr. Ioannides:

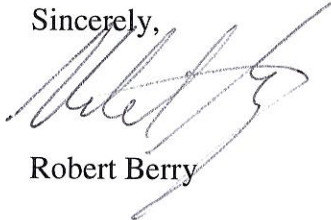
We received your communication dated October 4, 2019 regarding Governor Hickenlooper's participation in the 2018 Bilderberg Meeting event in Turin, Italy.

While we are still gathering information about the event, we are informed that FCA's participation in this event consisted solely of general hosting support in connection with the event, and not to individual participants, with whom FCA had no relationship.

If you still would like further information about our participation in the event, we kindly ask you to please submit your questions in writing, so that we may be able to gather the relevant facts from persons with personal knowledge of the event.

Thank you very much.

Sincerely,



Robert Berry