

**DISTRICT COURT, EL PASO COUNTY**

**STATE OF COLORADO**

270 S. Tejon Street, Colorado Springs, Colorado 80903

DATE FILED  
May 13, 2026 8:08 PM  
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CASE NUMBER: 2026CV176

**Plaintiff:** Timothy Leonard, Registered Republican elector and member of the Colorado Republican State Central Committee

v.

**Defendant:** COLORADO REPUBLICAN COMMITTEE (CRC), an unincorporated non-profit association.

Case No.: 26CV176

**STIPULATED SETTLEMENT AGREEMENT AND CONSENT ORDER**

**RECITALS**

This Stipulated Settlement Agreement and Consent Order ("Agreement") is entered into as of the 12th day of May, 2026, by and between Plaintiff Timothy Leonard ("Plaintiff"), a registered Republican elector and member of the Colorado Republican State Central Committee, and Defendant Colorado Republican Committee ("CRC" or "Defendant"), an unincorporated nonprofit association.<sup>1</sup>

WHEREAS, on April 21, 2026, Plaintiff filed a Forthwith Petition for Relief Under C.R.S. § 1-1-113 in the above-captioned matter in El Paso County District Court (the "Petition"), seeking relief arising from the CRC's failure to implement the binding Opt-Out Directive of the 2024 Colorado Republican State Assembly & Convention ("2024 Assembly");

WHEREAS, on April 6, 2024, the 2024 Assembly convened in Pueblo, Colorado with 2,143 credentialed delegates and voted by near-unanimous margin to adopt a binding resolution directing the CRC to affirmatively opt out of all open primaries in perpetuity beginning with the 2026 election cycle pursuant to C.R.S. §§ 1-3-106(2) and 1-4-702 (the "Opt-Out Directive");

WHEREAS, at its meeting on March 29, 2025, the CRC unanimously adopted meeting minutes formally recognizing the 2024 Assembly's Opt-Out Directive as operative and binding;

WHEREAS, at the CRC meeting on September 27, 2025, a majority of the membership voted affirmatively to opt out of the 2026 open primary in accordance with its will and the 2024 Assembly's Opt-Out Directive;

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<sup>1</sup> For clarity, the Colorado Republican State Central Committee and Colorado Republican Committee are one and the same. The 2025 bylaws of the Colorado Republican Party refer to the Committee as the CRC. Such convention is utilized herein.

WHEREAS, on March 31, 2026, United States District Judge Philip A. Brimmer issued a ruling in Colorado Republican Party v. Griswold, No. 1:23-cv-01948-PAB-KAS (D. Colo. Mar. 31, 2026) (the "*Griswold* Ruling"), declaring that the three-fourths (75%) supermajority threshold in C.R.S. § 1-4-702(1) constitutes an unconstitutional severe burden on the Colorado Republican Party's First Amendment right of association; and

WHEREAS, the Parties desire to resolve this matter without further litigation, and the CRC acknowledges the Opt-Out Directive as expressing the decision of the State Assembly and determination of a party controversy under CRC Bylaws, Article XIII Section H, and agrees to perform all acts required by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **1. ACKNOWLEDGMENTS BY THE CRC**

1.1 The CRC acknowledges that the April 6, 2024, resolution of the 2024 Assembly constitutes a final determination under Article XIII, Section H and directive under C.R.S. § 1-3-106(2), which directed the CRC to opt out of Colorado's semi-open primary system in perpetuity beginning with the 2026 election cycle.

1.2 The CRC acknowledges that determinations and decisions made pursuant to the 2024 Assembly's authority under the CRC Bylaws and C.R.S. § 1-3-106 do not expire upon adjournment, and that the Opt-Out Directive remains in full force and effect unless and until expressly rescinded by a future Colorado Republican State Assembly & Convention

1.3 The CRC acknowledges that the affirmative majority votes of the CRC on March 29, 2025, and September 27, 2025, satisfy any constitutionally permissible opt-out standard in light of the *Griswold* Ruling.

1.4 The CRC acknowledges that the three-fourths (75%) supermajority threshold set forth in C.R.S. § 1-4-702(1) is unconstitutional as applied to the Colorado Republican Party, as declared by the *Griswold* Ruling.

1.5 The CRC acknowledges that notification to the Colorado Secretary of State of the Colorado Republican Party's opt-out decision is and was a ministerial duty that the CRC is and was legally obligated to perform, not subject to the discretion of any individual officer.

## **2. OBLIGATIONS OF THE CRC**

**2.1 Notification to Secretary of State.** Within fifteen (15) calendar days of the Court's entry of this Agreement as a Consent Order, the CRC shall transmit written notice to the Colorado Secretary of State, pursuant to C.R.S. § 1-4-702, that the Colorado Republican Party has opted out of the semi-open primary system, effective for the 2028 election cycle and all subsequent

election cycles, unless and until such opt-out is rescinded pursuant to Section 2.3 of this Agreement.

2.2 Future Opt-Out Notifications. No later than August 15 of each odd-numbered year in which an opt-out notification deadline falls under C.R.S. § 1-4-702 (currently October 1 of each such year), the then-current Chairman or Acting Chairman of the CRC shall reaffirm and transmit the required opt-out notification to the Colorado Secretary of State, unless and until the opt-out is rescinded pursuant to Section 2.3.

2.3 Rescission by Assembly & Convention. The Opt-Out Directive, having been established by a final determination under Article XIII, Section H and a directive under C.R.S. § 1-3-106(2), may be rescinded only by a subsequent final determination under Article XIII, Section H and directive under C.R.S. § 1-3-106(2) of a duly convened Colorado Republican State Assembly & Convention through a hand-counted paper balloting process to ensure accuracy. No officer, chairman, acting chairman, or other agent of the CRC may unilaterally decline to transmit the opt-out notification required under Sections 2.1 or 2.2.

2.4 Confirmation of Compliance. Within fifteen (15) calendar days of transmitting the notification required under Section 2.1, the CRC shall provide Plaintiff with a copy of the written notice submitted to the Secretary of State, together with any confirmation of receipt.

2.5 Bylaws Conformance. Within sixty (60) calendar days of entry of this Agreement as a Consent Order, the CRC shall adopt Bylaw amendments incorporating the following provisions verbatim, or in substantially identical language, in the governing documents of the CRC, ensuring such obligations are binding on all future officers:

2.5(a) Opt-Out Implementation Clause. *“The CRC shall implement any binding directive of the Colorado Republican State Assembly & Convention requiring opt-out from a primary election. The Chairman shall have a mandatory, ministerial duty to execute and transmit any required notice to the Secretary of State. No officer shall have discretion to refuse or delay such action if contrary to a majority vote of the State Assembly & Convention.”*

2.5(b) Supremacy Clause (Internal Governance). *“The directives of the Colorado Republican State Assembly & Convention shall remain binding on the CRC and its officers and agents unless expressly rescinded by a subsequent Colorado Republican State Assembly & Convention.”*

2.5(c) Enforcement Clause. *“Any voting member of the Colorado Republican Committee shall have standing to seek judicial enforcement of these Bylaws and any Colorado Republican State Assembly & Convention directive.”*

2.5(d) Anti-Obstruction Clause. *“No officer or committee may reinterpret, delay, or nullify a Colorado Republican State Assembly & Convention directive through procedural mechanisms, inaction, or reinterpretation.”*

2.5(e) Default Opt-Out Nominating Process & Override. *“All political districts with an election shall utilize an in-person nominating assembly process for candidate selection as the default process. A three-fifths (3/5) vote of members present at a duly noticed CRC meeting may approve an alternative opt-out method that may expand participation. No officer may unilaterally select or implement an alternative nominating method absent the required three-fifths (3/5) vote.”*

2.5(f) Removal of Unconstitutional or Outdated Bylaws. The CRC shall remove any Bylaw provisions that are unconstitutional or that conflict with this Agreement.

### **3. DECLARATORY RELIEF**

The Parties jointly request that the Court enter a Consent Order incorporating the following declarations:

- (a) The 2024 Assembly's April 6, 2024, Opt-Out Directive is a valid and final determination under CRC Bylaws, Article XIII Section H and C.R.S. § 1-3-106, and the CRC is required to implement it;
- (b) The three-fourths (75%) threshold in C.R.S. § 1-4-702(1) is unconstitutional as applied to the Colorado Republican Party, consistent with the *Griswold* Ruling;
- (c) A majority vote of the CRC's State Central Committee members present and participating, as already achieved on March 29, 2025, and September 27, 2025, constitutes the legally sufficient and constitutionally permissible standard for implementing the opt-out;
- (d) The 2024 State Assembly's Opt-Out Determination and Directive, pursuant to its authority under CRC Bylaws to determine controversies pursuant, Article XIII Section H and made final per C.R.S. § 1-3-106, survives adjournment as a final decision and remains operative for the CRC unless and until rescinded by a future Colorado Republican State Assembly & Convention; and
- (e) The CRC's duty to notify the Colorado Secretary of State of the Colorado Republican Party's opt-out decision is and was a ministerial act not subject to the discretion of any individual officer.

### **4. MANDAMUS RELIEF**

The CRC consents to entry of an Order in the nature of mandamus under C.R.S. § 1-1-113 and C.R.C.P. 106(a)(2) compelling the CRC to immediately perform the ministerial duty to notify the Colorado Secretary of State that the Colorado Republican Party has opted out of the semi-open

primary, effective for the 2028 election cycle, in accordance with the terms of Section 2.1 of this Agreement.

## **5. COURT ENFORCEMENT AND RETAINED JURISDICTION**

5.1 **Joint Request.** The Parties jointly request that the Court enter this Agreement as a Consent Order, retaining jurisdiction to enforce its terms.

5.2 **Proof and Certification.** Within seven (7) calendar days of submitting the opt-out notice required under Section 2.1, the CRC shall file proof of compliance with the Court, including a certification signed by the then-current Chairman under penalty of perjury confirming that the notice was transmitted to the Colorado Secretary of State.

5.3 **Breach.** In the event of any breach of the terms of this Agreement by the CRC, Plaintiff shall provide written notice of the alleged breach to the CRC and its counsel of record. The CRC shall have seven (7) calendar days from the date of receiving said notice to cure the identified breach. If the CRC fails to cure within that period, Plaintiff may move the Court for enforcement of the Consent Order, including but not limited to contempt proceedings.

5.4 **Special Master.** Upon a finding of noncompliance during the period of the Court's retained jurisdiction, the Court may appoint a Special Master, empowered to: (a) execute the opt-out notice to the Secretary of State on behalf of the CRC; (b) access all necessary CRC records; and (c) act in place of any noncompliant officer to carry out the obligations of this Agreement.

5.5 **Attorneys' Fees and Costs.** In any enforcement proceeding arising from the CRC's failure to comply with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

5.6 **Post-Retained Jurisdiction Arbitration.** The Court retains jurisdiction over this matter for purposes of enforcement through December 31, 2028. Following the expiration of the Court's retained jurisdiction, any dispute initiated by the CRC or Plaintiff relating to this Agreement shall be resolved by binding arbitration, subject to the following procedures:

(a) **Selection of Arbitrator.** Within fifteen (15) calendar days of a demand for arbitration, the CRC shall propose a list of no fewer than five (5) neutral arbitrators with substantial experience in complex commercial or governance disputes. Plaintiff shall have the right to strike up to four (4) of the proposed arbitrators in its sole discretion and select the arbitrator from the remaining candidates. If no arbitrator is selected within twenty (20) days, either party may request that a neutral appointing authority (e.g., JAMS or AAA) provide a list of five (5) qualified arbitrators, from which Plaintiff shall have the right to strike up to four (4) candidates. If the striking process does not yield an arbitrator, the appointing authority shall designate the arbitrator.

(b) Authority of Arbitrator. The arbitrator shall have authority to grant all appropriate relief, including specific performance, injunctive relief, and enforcement of this Agreement.

(c) Arbitration Costs and Fees. If the arbitrator determines that the CRC is not in compliance with this Agreement, the CRC shall bear all arbitration costs and reasonable attorneys' fees. If the CRC is found to be in compliance, Plaintiff shall bear such costs and fees.

5.8 Personal Contempt Exposure. Any officer of the CRC who knowingly interferes with the performance of any obligation under this Agreement may be held in individual contempt of court.

## **6. GENERAL PROVISIONS**

6.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements relating to the subject matter hereof.

6.2 Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

6.3 Authority. Each Party represents and warrants that the individual executing this Agreement on their behalf has full authority to do so and to bind the respective Party to the obligations set forth herein.

6.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic or PDF signatures shall be deemed originals for purposes of this Agreement.

6.5 Amendment. This Agreement may not be modified except by a written instrument signed by both Parties and approved by the Court.

6.6 No Admission. Except as explicitly set forth in Section 1 (Acknowledgments), this Agreement shall not be construed as an admission of liability or wrongdoing by any Party for purposes of any other proceeding.

6.7 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**SIGNATURES OF THE PARTIES**

IN WITNESS WHEREOF, the Parties have executed this Stipulated Settlement Agreement as of the date first written above.

**PLAINTIFF:**

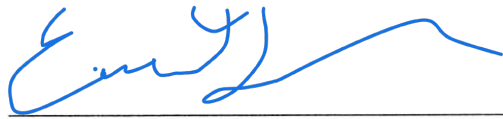


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Timothy Leonard, *Pro Se* Plaintiff  
1153 Bergen Parkway, Ste. I-150, Evergreen,  
CO 80439

Date: 12 MAY 2026

**DEFENDANT — COLORADO  
REPUBLICAN COMMITTEE:**



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Authorized Representative  
Name: Eric Grossman  
Title: Acting Chairman, CRC  
4141 Sinton Rd, Colorado Springs CO  
80907

**ATTORNEY FOR DEFENDANT:**

*The Law Firm of*  
**HAMPTON & PIGOTT LLP**



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David J. Pigott  
Date: May 13, 2026

**CONSENT ORDER**

The Court, having reviewed the foregoing Stipulated Settlement Agreement, and good cause appearing therefor, hereby ORDERS AND ADJUDGES as follows:

1. The Stipulated Settlement Agreement is APPROVED and is incorporated herein by reference.
2. The Court DECLARES that:
  - (a) the 2024 Colorado Republican State Assembly & Convention's April 6, 2024, Opt-Out Directive is a valid, final, and binding determination under C.R.S. § 1-3-106;
  - (b) the three-fourths (75%) threshold in C.R.S. § 1-4-702(1) is unconstitutional as applied to the Colorado Republican Party;
  - (c) a majority vote of the Colorado Republican's State Central Committee ("CRC") is the constitutionally permissible opt-out standard;
  - (d) the 2024 Colorado Republican State Assembly & Convention's determination and decision, made under authority granted by CRC Bylaws (Article XIII, Section H) and state law (C.R.S. 1-3-106), survives adjournment and binds the CRC unless rescinded by a subsequent final determination under Article XIII, Section H and directive under C.R.S. § 1-3-106(2) of a duly convened Colorado Republican State Assembly & Convention through a hand-counted paper balloting process to ensure accuracy; and
  - (e) notification to the Secretary of State is a ministerial, non-discretionary duty.
3. An Order is hereby ISSUED compelling the CRC to notify the Colorado Secretary of State, within ten (10) calendar days of this Order, that the Colorado Republican Party has opted out of the semi-open primary for the 2028 election cycle and all subsequent cycles, unless rescinded by a future Colorado Republican State Assembly & Convention.
4. The Court RETAINS JURISDICTION to enforce the terms of this Consent Order through December 31, 2028. Disputes arising after that date shall be resolved by binding arbitration as provided in Section 5.7 of the Agreement.
5. All claims in the Petition are DISMISSED WITHOUT PREJUDICE.
6. This Consent Order constitutes a FINAL JUDGMENT ON THE MERITS and is enforceable as a Court Order. It may be modified only by further Court Order or, where applicable, by a subsequent Colorado Republican State Assembly & Convention directive.

SO ORDERED this \_\_\_ day of \_\_\_\_\_, 2026

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DISTRICT COURT JUDGE