

SETTLEMENT AGREEMENT

WHEREAS, this Settlement Agreement ("Agreement") is entered into by and between the New York State Commission on Public Integrity ("Commission") and Bolton St. John's Inc. ("Respondent"); and

WHEREAS, the Commission is the State agency responsible for enforcing Article 1-A of the New York State Legislative Law, as amended ("Lobbying Act"); and

WHEREAS, as a registered lobbyist in 2007, Respondent is therefore required to comply with the reporting requirements set forth in the Lobbying Act; and

WHEREAS, August 6, 2009, having determined there is reasonable cause to believe that Respondent violated Legislative Law §1-e(a)(4) and 1-h(b)(5) in 2007, the Commission issued a notice of reasonable cause in accordance with and pursuant to Executive Law §94(12); and

WHEREAS, in lieu of appearing for an adjudicatory hearing that could result in the assessment of a civil penalty, the parties to this Agreement have agreed to resolve their dispute in a manner that avoids further adjudicatory proceedings;

NOW THEREFORE, in consideration of the mutual covenants made herein, as the final settlement of the violation set forth herein, the parties agree that:

- I. Respondent admits that it violated §1-e(a)(4) and 1-h(b)(5) of the Lobbying Act as set forth in the NORC and agrees to pay to the Commission the amount of \$500 in settlement of said violations;
- II. Respondent understands and acknowledges that the Commission may investigate violations, if any, of the Lobbying Act, by Respondent, other than the violations set forth in the above referenced notice of reasonable cause;
- III. Respondent hereby waives (its, their, his, her) right to cure, as provided in §1-o(c)(iii) of the Lobbying Act and may not assert such right at any future time;
- IV. Respondent agrees that it will, in all respects, abide by the terms of the Lobbying Act;
- V. Respondent agrees that neither it nor its agent will issue any public statement, directly or indirectly denying the factual allegations (in the NORC or creating the impression that the NORC is without factual basis);
- VI. It is understood and agreed that this Agreement is not confidential, and that the Commission reserves the right to make public the Agreement and its terms;
- VII. If Respondent violates any of the terms of this Agreement, the Commission may declare this Agreement null and void and proceed to a hearing as if the Agreement had not been executed;

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- VIII. Any amendment or modification to this Agreement shall be in writing and signed by both parties;
- IX. Once executed and delivered by both parties, the provisions of this Settlement Agreement shall constitute a legally binding agreement between the Commission and Respondent. This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto.

Dated: 10/22/09



New York State
Commission on Public Integrity

ACCEPTED AND AGREED TO
THIS 1st DAY OF October, 2009

Bolton St. John's Inc.

By: T.P.S.J.
Name: Thomas P. Connolly, Jr.
Title: partner

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NYS Commission on Public Integrity