



SETTLEMENT AGREEMENT

WHEREAS, this Settlement Agreement ("Agreement") is entered into by and between the New York State Commission on Public Integrity ("Commission") and Bill Lynch Associates, LLC ("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, in August 2009, the Commission determined there is reasonable cause to believe that Respondent violated Legislative Law §1-e(d) in 2007 and issued a notice of reasonable cause ("NORC"); 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; and

WHEREAS, Respondent has fully cooperated with the Commission's inquiry;

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(d) of the Lobbying Act and agrees to pay to the Commission the amount of \$10,000 in settlement of said violations under the following terms:
 - a. Respondent agrees to file a 2007 Amended Statement of Registration with an agreement outlining lobbying fees.
 - b. Respondent agrees to pay \$2,500 to the Commission upon execution of this agreement.
 - c. Respondent has retained a consultant approved by the Commission to assist respondent with compliance with the Lobbying Act and agrees to continue to retain such consultant, or another consultant approved by the Commission, up to and including July 15, 2011.
 - d. Respondent agrees to provide the Commission with a Compliance Program detailing the measures, procedures, methodologies and actions taken to monitor and control compliance with reporting requirements of the Lobbying Act. Such Program shall be provided to the Commission not later than January 15, 2010. Respondent further agrees to provide update reports to the Commission on July 15, 2010, January 15, 2011 and July 15, 2011. Such reports shall disclose any violations of the Act that may occur during any such period and Respondent's actions to cure any such violation. Violations, other than those set forth in § 1-o of the Act, if promptly cured and disclosed to the Commission, shall not be deemed to be a violation of this agreement.

- e. If, but only if, Respondent remains fully compliant with the requirements of this agreement until July 15, 2011, Respondent will not be subject to any additional enforcement action by the Commission.
- f. If, but only if, Respondent complies with all the above conditions, the remaining civil penalty of \$7,500 shall be deemed waived upon filing of the July 15, 2011 Compliance Program Report and the Commission shall not seek to collect such penalty. Whether or not Respondent has satisfactorily complied shall be determined solely and exclusively by the Commission.
- g. If at any time before July 15, 2011, Respondent is assessed a civil penalty, as set forth in § 1-o, for a violation of the Lobbying Act occurring after the date of this Agreement, the outstanding \$7,500 penalty will then be immediately due, and the Commission may institute enforcement proceedings against Respondent with respect to any violation, except for those violations referenced in this Agreement.

II. Notwithstanding the provisions of this Agreement, Respondent understands and acknowledges that the Commission may investigate knowing and willful violations of the Lobbying Act, by Respondent, if any, that occur after the date of execution of this agreement. Respondent agrees that it will, in all respects, abide by the terms of the Lobbying Act.

III. Respondent agrees that neither it nor its agent will issue any public statement contesting the violation of the Lobbying Act admitted in Paragraph I of this Agreement.

IV. 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.

V. 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.

VI. Any amendment or modification to this Agreement shall be in writing and signed by both parties.

Dated: 12-10-2009

New York State
Commission on Public Integrity

ACCEPTED AND AGREED TO
THIS 4th DAY OF DECEMBER, 2009

Bill Lynch Associates, LLC
By:
Name: WILLIAM LYNCH
Title: CHAIRMAN