

HAND DELIVERED

RECEIVED APR 01 2010

RECEIVED APR 01 2010

SETTLEMENT AGREEMENT

WHEREAS, this Settlement Agreement ("Agreement") is entered into by and between the New York State Commission on Public Integrity ("Commission") and Powers & Co ("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 2006, Respondent is therefore required to comply with the reporting requirements set forth in the Lobbying Act; and

WHEREAS, April 29, 2009, the Commission determined there is reasonable cause to believe that Respondent violated Legislative Law §§1-e and 1-h in 2006 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;

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 and 1-h 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 under the following terms:
- II. Notwithstanding the provisions of this Agreement, Respondent understands and acknowledges that the Commission may investigate other knowing and willful violations, if any, by Respondent, of the Lobbying Act.
- III. Respondent hereby waives (its, their, his, her) right to cure, as provided in §1o(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.
- VIII. Any amendment or modification to this Agreement shall be in writing and signed by both parties.

Dated:

Ba ru

New York State
Commission on Public Integrity

ACCEPTED AND AGREED TO
THIS 1 DAY OF April, 2010

Powers & Co

By: MMR

Name: Matthew Powers

Title: _____