

In the Matter of Christopher P. Savage,

Former Acting Chief of Staff to Senator Marc Panepinto.

JOINT SETTLEMENT AGREEMENT

JCOPE No. 17-079

WHEREAS, the Joint Commission on Public Ethics (“JCOPE”) is authorized by Executive Law § 94 to conduct an investigation to determine whether a substantial basis exists to conclude that any violations of the Public Officers Law have occurred, to issue a report of its findings of fact and conclusions of law, and to refer JCOPE’s findings with respect to Legislative employees to the New York State Legislative Ethics Commission (LEC) for enforcement;

WHEREAS, the LEC is authorized by Legislative Law § 80 to assess penalties on the members and employees of the Legislature for any violation of the Public Officers Law;

WHEREAS, Christopher P. Savage (“Respondent”) was the Acting Chief of Staff for then Senator Marc Panepinto from February 2016 to January 1, 2017;

WHEREAS, in cooperation with the United States Attorney’s Office for the Western District of New York, action on this matter was deferred pending the criminal investigation and prosecution of Panepinto;

WHEREAS, on January 7, 2019, a letter was sent to Respondent alleging violations of Public Officers Law §§ 74(3)(d) and (h) which afforded Respondent fifteen (15) days to respond, and Respondent responded on January 18, 2019;

WHEREAS, on January 29, 2019, the Commission voted to commence an investigation into this matter;

WHEREAS, on June 28, 2018, Panepinto pled guilty in federal court in the Western District of New York to a violation of Title 18 of the United States Code, Section 600, “Promise of Employment, Compensation, or other Benefit for Political Activity,” a misdemeanor offense and on December 14, 2018, Panepinto was sentenced to two months’ imprisonment, one year of supervised release, and a \$9,500 fine;

WHEREAS, Savage cooperated fully with the United States Attorney’s Office for the Western District of New York and materially aided the prosecution of Panepinto;

WHEREAS, this Settlement Agreement (“Agreement”) is entered into by and between JCOPE, the LEC, and Respondent;

NOW THEREFORE, in consideration of the mutual covenants made herein, as the final settlement of this matter, the parties stipulate and agree to the following:

1. In early March 2016, Panepinto, who at the time was both a New York State Senator and an attorney, instructed the Respondent to discuss with a former female staff member a potential JCOPE investigation. After unwanted verbal and sexual advances by Panepinto, the former female staff member had resigned. At Panepinto's direction, Respondent had two conversations with the former female staff member during which he asked the staff member to consider accepting employment to be arranged by Panepinto or compensation to be paid by Panepinto as consideration for refusing to participate in JCOPE's investigation into Panepinto's conduct. After the second conversation, the female staff member ended further communication with the Respondent.
2. By the conduct referenced in paragraph one above, he violated Public Officers Law § 74(3)(h) which provides that members/employees of the legislature "should endeavor to pursue a course of conduct that will not raise suspicion among the public that he is likely to be engaged in acts that are in violation of his trust."
3. JCOPE and the LEC have agreed to the terms of this Agreement based on, among other things, the representations made to JCOPE by Respondent. To the extent that representations made by Respondent are later found by JCOPE or the LEC to be materially incomplete or inaccurate, Respondent shall be in breach of this Agreement.
4. If the Respondent fails to timely perform any conditions set forth in the Agreement, Respondent shall be in breach of this Agreement.
5. Respondent agrees not to take any action or to make, permit to be made, authorize, or agree to any public statement denying, directly or indirectly, any finding in this Agreement or creating the impression that this Agreement is without factual basis. Nothing in this paragraph affects Respondent's: (a) testimonial obligations; or (b) right to take legal or factual positions in defense of litigation or other legal proceedings to which JCOPE and the LEC are not parties. A violation of this Paragraph constitutes a breach of this Agreement by Respondent.
6. Upon a breach of this Agreement, JCOPE and/or LEC may, in their discretion, deem the Agreement null and void in its entirety, issue a Notice of Substantial Basis Investigation and Hearing, which may include additional charges against Respondent, proceed with an enforcement action, and issue a new Substantial Basis Investigation Report; or deem the Respondent in breach of this Agreement and pursue, in court, any other remedy to which JCOPE and/or LEC are entitled at law or in equity, including, but not limited to, specific performance or injunction. As to any Substantial Basis Investigation Report or enforcement action by JCOPE and/or LEC pursuant to this paragraph: (1) Respondent waives any claim that such action is time-barred by a statute of limitations or any other time-related defenses; and (2) Respondent expressly acknowledges and agrees that JCOPE and/or LEC may use

any statements herein, or any other statements, documents or materials produced or provided by Respondent prior to or after the date of this Agreement, including, but not limited to, any statements, documents, or materials, if any, provided for the purposes of settlement negotiations or in submissions by Respondent or by counsel on behalf of Respondent, in any proceeding against Respondent relating to the allegations herein.

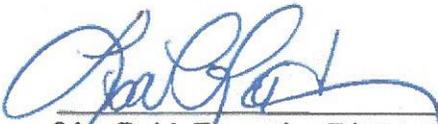
7. Respondent shall, upon request by JCOPE and/or LEC, provide all documentation and information reasonably necessary for JCOPE and/or LEC to verify compliance with this Agreement.
8. Respondent understands and acknowledges that JCOPE may investigate any other conduct not covered by this Agreement, by Respondent and take any appropriate action.
9. Respondent waives the right to assert any defenses or any challenges to this Agreement, as well as any right to appeal or challenge the determination or conduct of JCOPE and/or the LEC relating to this matter in any forum.
10. This Agreement and any dispute related thereto shall be governed by the laws of the State of New York without regard to any conflict of laws principles.
11. Respondent consents to the jurisdiction of JCOPE and LEC in any proceeding to enforce this Agreement.
12. It is understood that this Agreement is not confidential and will be made public within 45 days of its execution in accordance with Executive Law §§ 94(14) & (19) and Legislative Law §§ (9) & (12).
13. This Agreement constitutes the entire agreement between the parties and supersedes any prior communication, understanding, or agreement, whether oral or written, concerning the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth in this Agreement has been relied upon by any party to this Agreement.
14. Any amendment or modification to this Agreement shall be in writing and signed by both parties.
15. This Agreement shall become effective upon execution by JCOPE and the LEC or their designees.
16. In the event that one or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
17. By signing below, Respondent acknowledges reading this Agreement in its entirety, understanding all terms and conditions of this Agreement, and having done so, knowingly, voluntarily, and freely enters into this Agreement. Electronic and

facsimile signatures shall be deemed originals for the purpose of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument. Respondent was represented by counsel, Rodney Personius, of Personius Melber LLP.

Dated: 7/29/2019



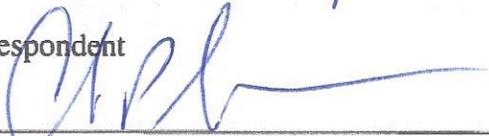
Monica Stamm
General Counsel
New York State Joint Commission on Public Ethics



Lisa Reid, Executive Director
New York State Legislative Ethics Commission

ACCEPTED AND AGREED TO
THIS 26 DAY OF July, 2019

Respondent



Christopher P. Savage

Approved: Michael K. Rozen, Chair

Robert Cohen
James E. Dering
William P. Fisher
Daniel J. Horwitz
Marvin E. Jacob
Gary J. Lavine
James W. McCarthy
David J. McNamara
George H. Weissman
James A. Yates

Members

Colleen C. DiPirro
Julie A. Garcia

Absent