

## SETTLEMENT AGREEMENT AND RELEASE

The parties to this Action and Settlement Agreement and Release (“Settlement Agreement”) are plaintiff the New Jersey Election Law Enforcement Commission (“Plaintiff” or “ELEC”) and defendants Joseph Coniglio (“Coniglio”), Louis Romano (“L. Romano”) and Theresa Romano (“T. Romano”) (collectively, “Defendants”) (collectively, “Parties”). As evidenced by their signatures below, the Parties consent to this Settlement Agreement and its provisions without trial or adjudication of any issue of fact or law, and without an admission of any liability or wrongdoing of any kind.

### **IT IS HEREBY AGREED AS FOLLOWS:**

#### **1. NO ADMISSION OF LIABILITY AND WRONGDOING**

1.1 The Parties enter into this Agreement to settle disputed claims and to avoid the cost, expense, distraction, uncertainty, delay and inconvenience that would be associated with the continuation of the action and potential litigation of the issues.

1.2 The Parties agree that neither this Settlement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

#### **2. SETTLEMENT AMOUNT**

2.1 The Parties have agreed to a settlement of this Action in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) (“Settlement Amount”).

2.2 The Settlement Amount shall be paid by Coniglio to ELEC within 30 days of the date this Settlement Agreement is fully executed (the “Effective Date”), and shall be paid by bank check, attorney trust account check, or other guaranteed funds made payable to the “State of

New Jersey" and forwarded to:

Nicholas Kant  
Deputy Attorney General  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

### 3. GENERAL PROVISIONS

3.1 This Settlement Agreement is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of the obligations and duties imposed by this Settlement Agreement.

3.2 This Settlement Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey ("State").

3.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Settlement Agreement and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Settlement Agreement.

3.4 This Settlement Agreement contains the entire agreement among the Parties. Except as otherwise provided herein, this Settlement Agreement shall be modified only by a written instrument signed by or on behalf of Plaintiff and Defendants.

3.5 If any portion of this Settlement Agreement is held invalid or unenforceable by operation of law, the remaining terms of this Settlement Agreement shall not be affected.

3.6 This Settlement Agreement shall be binding upon the Parties and their successors in interest. In no event shall assignment of any right, power or authority under this Settlement Agreement avoid compliance with this Settlement Agreement.

3.7 The Parties represent and warrant that their signatories to this Settlement Agreement have authority to act for and bind the respective Parties.

3.8 Unless otherwise prohibited by law, any signatures by the Parties required for entry of this Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Settlement Agreement.

3.9 The Parties (or designated representative(s)) shall have the authority to enforce the provisions of this Settlement Agreement or to seek sanctions for violations hereof or both, and the Court retains jurisdiction to enforce the terms of this Settlement Agreement in the event of any breach.

3.10 Defendants shall not make any expenditure(s) from any New Jersey candidate committees in violation of the New Jersey Campaign Contributions and Expenditures Reporting Act, N.J.S.A. 19:44A-1, et seq.

3.11 Paragraph 3.10 shall not be construed as an admission of liability, consistent with Paragraph 1.2.

#### 4. RELEASE

4.1 It is the express intent of the Parties that this Settlement Agreement serve as a full, final, and permanent resolution of all matters related, directly or tangentially, to the various allegations stated by the respective Parties in the Action. The entire controversy doctrine applies to this Settlement Agreement.

4.2 ELEC, and its administrators, representatives, attorneys, successors and assigns hereby mutually, fully, finally, and forever releases and discharges Defendants, Joseph Coniglio, Louis Romano, and Theresa Romano, both individually and collectively, and on behalf of their heirs, executors, administrators, representatives, attorneys, success and assigns, of and from any and all claims, demands, actions, causes of action, suits, compensatory and punitive damages, losses and expenses of any and every nature whatsoever, whether known or unknown, which

ELEC may have had or may now have against Defendants, Joseph Coniglio, Louis Romano, and Theresa Romano, both individually and collectively (including their respective predecessors, successors and assigns, and their current and former attorneys, and agents thereof, both individually and in their business capacities), growing out of or arising from or pertaining to any transaction, dealing, business relationship, conduct, act or omission or any other matters or things occurring or existing at any time prior to the date this Settlement Agreement is fully executed, for violations of the New Jersey Campaign Contributions and Expenditures Reporting Act, N.J.S.A. 19:44A-1, et seq. as alleged in the Complaint (“Released Claims”).

4.3 Defendants, Joseph Coniglio, Louis Romano, and Theresa Romano both individually and collectively, and on behalf of their heirs, executors, administrators, representatives, attorneys, success and assigns hereby mutually, fully, finally, and forever release and discharge ELEC of and from any and all claims, demands, actions, causes of action, suits, compensatory and punitive damages, losses and expenses of any and every nature whatsoever, whether known or unknown, which ELEC may have had or may now have against Defendants, both individually and collectively (including their respective predecessors, insurers, successors and assigns, and their current and former employees, attorneys, and agents thereof, both individually and in their business capacities), growing our of or arising from or pertaining to any transaction, dealing, business relationship, conduct, act or omission or any other matters or things occurring or existing at any time prior to the date this Settlement Agreement is fully executed, arising from or related to this Action.

4.4 Notwithstanding any term of this Settlement Agreement, the following do not comprise Released Claims: (a) private rights of action; (b) actions to enforce this Settlement Agreement; and (c) any claims against Defendants by any other agency or subdivision of the

State, other than ELEC.

5. **NOTICES UNDER THIS SETTLEMENT AGREEMENT**

5.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Parties pursuant to this Settlement Agreement shall be sent by the United States Mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides for tracking services and identification of the person signing for the documents.

The notices and/or documents shall be sent to the following addresses:

For Plaintiff:

Nicholas Kant, Deputy Attorney General  
State of New Jersey  
Office of the Attorney General  
Department of Law and Public Safety  
Division of Law  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

For Defendant Coniglio:

Patrick J. Jennings, Esq.  
155 Polifly Road, Suite 20  
Hackensack, New Jersey 07601

For Defendants L. Romano and T. Romano:

Michael J. Breslin, Jr., Esq.  
Michael J. Breslin, Jr., LLC  
55 State Street, Second Floor  
Hackensack, New Jersey 07601

JOINTLY APPROVED AND AGREED:

FOR PLAINTIFF:

JOHN J. HOFFMAN  
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: Nicholas Kant Dated: Feb. 17, 2015  
Nicholas Kant, Deputy Attorney General  
Attorney for the Election Law Enforcement Commission  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

FOR DEFENDANT CONIGLIO:

JOSEPH CONIGLIO

By: Joseph Coniglio III Dated: 2-4, 2015  
Joseph Coniglio  
[REDACTED]  
[REDACTED]

FOR DEFENDANTS LOUIS ROMANO AND THERESA ROMANO:

LOUIS ROMANO

By: Louis Romano Dated: 2/12/15, 2015  
Louis Romano  
[REDACTED]  
[REDACTED]

THERESA ROMANO

By: Theresa Romano Dated: 2/12/15, 2015  
Theresa Romano  
[REDACTED]  
[REDACTED]