

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

<p>NORTH JERSEY MEDIA GROUP INC.,</p> <p style="text-align:center"><i>Plaintiff,</i></p> <p style="text-align:center">v.</p> <p>SARHPAC, SARAH PALIN <i>and</i> JOHN DOE NOS. 1-5,</p> <p style="text-align:center"><i>Defendants.</i></p>	<p>2:14-cv-00553-CCC-MF</p>
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**MEMORANDUM OF LAW IN SUPPORT OF MOTION BY DEFENDANTS
SARHPAC AND SARAH PALIN TO ENFORCE THE SETTLEMENT
AGREEMENT OF FEBRUARY 9, 2015**

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PRELIMINARY STATEMENT

Defendants SarahPAC and Sarah Palin submit this Memorandum of Law in support of their motion to enforce the settlement agreement agreed upon among the parties and reduced to a final writing on February 9, 2015 (the “Agreement”). Extensively negotiated and fair on its terms, the Agreement should have put a swift end to “copyright trolling” litigation. But Plaintiff North Jersey Media Group, Inc. (“Plaintiff”) decided, after all the terms had been settled and memorialized, that it wanted out of the deal. Thus, after months of negotiations, plaintiff unilaterally imposed an irrationally short, drop-dead deadline by which defendants were “required” to return the signed memorialization of the Agreement provided by plaintiff’s counsel’ office – which, in fact, contained an error.

When plaintiff’s “deadline,” a “term” which was never negotiated or agreed to, was not met, and defendants requested that the error (which was typographical, but material) be corrected, plaintiff refused, and unilaterally declared the Agreement null and void. At a subsequent mediation session ordered by the Court before a United States Magistrate Judge, plaintiff enunciated no harm suffered by it as a result of this missed “deadline” – merely that because another judge in another Circuit in another case involving other facts denied summary judgment to another defendant, this plaintiff was now entitled to vitiate its own settlement agreement in this case and demand several times the amount it agreed to accept. This motion to enforce the original agreement followed. A settlement agreement, however, is a contract, and, as set forth below, the parties had in every respect entered into a contract to settle this matter. For the reasons set forth herein, this Court should not countenance plaintiff’s tactics nor its sharp practice, and should grant defendants’ motion to enforce the Agreement that was memorialized on February 9, 2015.

FACTUAL BACKGROUND

As this Court is aware, this case concerns plaintiff's allegations of copyright and trademark infringement arising from defendants' use of the iconic photograph depicting three New York City firefighters raising the American flag over the debris of the World Trade Center following the terrorist attacks of September 11, 2001. Defendants are alleged to have posted, for an interval lasting approximately one day, a thumbnail version of a cropped portion of this image as part of a Facebook post commemorating the anniversary of the September 11th attacks. Plaintiff North Jersey Media Group, Inc., which owns the copyright in the photo, sued defendants for this alleged action.

Plaintiff exerted considerable effort to file its claims for copyright and trademark infringement mere hours after transmitting its cease and desist letter but before, as a practical matter, that letter could have the effect of being conveyed to a decision-maker in sufficient time for the photo to be removed before the "received" stamp could be placed by the clerk on Pearl Street. The purpose of this cynical tack, of course, was to enable plaintiff to make the literally true allegation that, at the precise moment its complaint was filed, the 9/11 photo was "still" being used as a thumbnail on Facebook even though plaintiff had communicated a takedown demand. It is undisputed that this demand was complied with essentially with almost immediately. But by the conceit of plaintiff's little game, its "beat the clock" routine was to be understood as adding settlement "leverage" – somehow establishing "willfulness" on the part of the whipsawed defendants and thereby invoking the threat of attorneys' fees and statutory damages.

Plaintiff's trolling operation has, in fact, premised entirely on a series of tactical devices, born as it presumably was in a room full of interns scouring the Internet for unauthorized violations of the golden goose – defendant's iconic trophy of tragedy – on which to pounce. One

such trick was to file this action in the Southern District of New York, a judicial district having nothing to do with any party or any of the conduct giving rise to the claim. No allegation justifying venue was even attempted, and it is no wonder: When compelled to justify the good faith basis for filing this lawsuit in a patently irrelevant district, plaintiff was reduced to the highly novel argument that venue was appropriate in the Southern District because the **subject matter** of its claim was located there. The Southern District was, unsurprisingly, not moved, and transfer to this District followed.

Defendants then moved to dismiss plaintiff's claims on substantive grounds. The Court, in a teleconference, urged the parties to settle, and designated the case as administratively "inactive" while the parties engaged in extensive settlement discussions. (Coleman Cert., ¶¶ 6-8.) These discussions were aided directly by multiple telephone conferences with District Judge Cecchi, her judicial clerk, and Magistrate Judge Falk.

It was in the course of a discussion with the Court that the parties were able to identify the financial range of the settlement, following which they shortly thereafter came to a final compromise figure within that range. The remaining issue between the sides involved negotiation on the wording of a confidentiality provision. Defendants were unwilling to settle the claims if the decision to compromise would be used by plaintiff, a media organization, to make political and headline-generating hay. Thus counsel on both sides worked assiduously to craft language that would allow reporters to report on the fact that the case was settled without delving into the details of the Agreement.

This process was time-consuming, especially given that John J. Tiemessen, Alaska counsel for defendants and their authorized representative, needed to seek authorization regarding the sensitive language implicating these issues from a range of decision-makers

including both the individual defendant, whose travel and appearance schedule can make it difficult to reach her at any particular moment, and officers responsible for policy within the corporate defendant. Counsel for the plaintiff indicated, during the course of discussions, that he appreciated the situation, and that some delays were understandable under the circumstances.

Despite the protracted negotiations and the intercession of the Christmas and New Year's holidays, the parties were able come to an agreement with respect to each and every term, and plaintiff's counsel transmitted its memorialization of the Agreement by email to defendant's New Jersey counsel on Monday, February 9, 2015, prefacing its transmittal email with the words, "**I think that we are in agreement as to the attached settlement agreement.**" (Coleman Cert., ¶ 20.) The Agreement consisted of three simple terms:

1. Within 7 business days of the execution of this agreement, NJMG will dismiss the action between the parties pending in the United States District Court for the District of New Jersey, civil action no. 14-cv-00553-CCC-MF, with prejudice and without costs pursuant to a settlement agreement between the parties.
2. Within 5 business days of the execution of this agreement, Palin shall pay to NJMG \$15,000 by check payable to "Dunnegan & Scileppi LLC as attorneys for North Plaintiff Group."
3. The parties and their respective agents and attorneys agree that there shall be no affirmative publicity regarding the terms or existence of this Settlement Agreement. Affirmative publicity includes, but is not limited to, press releases, on-the-record interviews, off-the-record interviews, announcements on social media platforms or websites, multimedia/video communications, or similar types of communications. The parties agree that they are permitted to provide a copy of the Settlement Agreement when it is responsive to proper discovery demands in litigation. Notwithstanding the foregoing, the parties further agree that: (1) news reporters for the plaintiff are free to report on the existence of the settlement, and about whatever facts they learn from sources other than NJMG; (2) the parties or their respective attorneys or agents may respond to questions about the litigation posed by any third party, except that statements about the case must be limited to confirming its settlement and directing the third party to the court file; and (3) this settlement specifically incorporates, and does not replace, the terms of the

Confidentiality Agreement entered into by counsel on September 13 [*sic*], 2013.¹

The transmittal e-mail from plaintiff’s counsel attaching the settlement agreement then stated, “Please return a signed copy of the settlement agreement to me in pdf by the close of business tomorrow.” While this sentence began with the word “please,” it was actually meant, as events later demonstrated, as a threat – for while the email “requested” a return of the document by the close of business the next day, i.e., Tuesday, it had itself already been sent at 5:22 PM on Monday. This “deadline” was entirely arbitrary and unilateral; indeed, plaintiff’s counsel knew that obtaining signatures on behalf of the defendants in less than 24 hours was almost certainly impossible – but, like the takedown demand that this case began with, was not **literally** impossible.

Rather than assume that plaintiff was engaged in such cynical maneuvering, however, defendants assumed that plaintiff’s the “deadline” was a typical lawyerly locution along the lines of “Let’s finally get this done” – a sentiment with which defendants concurred. Beyond that, there was no reason to believe there could be material significance to any suggestion of a 24-hour “deadline” to the Agreement, which never included a time-is-of-the-essence term. In the course of the months of negotiation, plaintiff never mentioned this date, or any other, as being significant as one by which the deal had to be memorialized. Nevertheless, the deal was already finalized, and, after all, the transmittal email itself read, “I think that we are in agreement as to the attached settlement agreement.”

This assumption was bolstered when that date came and went without plaintiff’s counsel calling or e-mailing to check the status of the signing of the document memorializing the Agreement or, for that matter, transmitting its own executed copy of the Agreement. Considering that the case was already deemed “inactive” by the Court and it was simply a matter of

¹ This date was erroneous, as will be discussed below.

exchanging signed counterparts of a contract whose terms had been fully agreed upon, defendants had no reason to believe there was any reason to believe that plaintiff intended to attempt to extract itself from its commitment to the Agreement.

In fact, when Alaska counsel reviewed document drafted by plaintiff, he discovered that it contained an important error in reciting the date of a prior confidentiality agreement, with which New Jersey counsel had not been involved. That earlier document was actually dated September 16, 2013, not September 13, 2013, as plaintiff's memorialization of the Agreement stated. Defendants' counsel sought to correct this error, but by this point plaintiff's position was that its post facto "deadline" for execution by defendants had passed and it would no longer honor the Agreement. Plaintiff refused to identify any basis for its position other than its insistence that it had "warned" defendants that its patience was running out. (Coleman Cert., ¶ 25.)

One thing, however, had in fact changed from the time the parties finalized the terms of the Agreement and the time it was put into written form for execution: Shortly after the terms of the Agreement were finalized, Plaintiff learned of decision denying a motion for summary judgment involving similar legal issues by U.S. District Judge Edgardo Ramos in the Southern District of New York in *North Jersey Media Grp. Inc. v. Pirro and Fox News Network, LLC*, No. 13 Civ. 7153. By all indications, plaintiff was certain that notwithstanding the order of transfer, this Court would not only treat the cases as identical but treat the Southern District's decision as all but binding on this Court – and would ignore the fact that it had agreed to a settlement in this case and merely manufactured an excuse to get out of it in order to get what it figured would be a new bite at the Big Apple. (Coleman Cert., ¶ 23.)

LEGAL ARGUMENT

I. THE SETTLEMENT AGREEMENT IS A BINDING CONTRACT AND SHOULD BE IS ENFORCED

The construction and enforcement of settlement agreements in federal court is governed by state law. *Excelsior Ins. Co. v. Pennsbury Pain Center*, 975 F.Supp. 342, 349 (D.N.J. 1996). In New Jersey law, as elsewhere, an agreement to settle a lawsuit is a contract, which, like all contracts, may be freely entered into and which a court, absent a demonstration of fraud or other compelling circumstances, should honor and enforce. *Borough of Haledon v. Borough of North Haledon*, 817 A.2d 965, 975 (N.J. Super. Ct. App. Div. 2003); *Green v. John H. Lewis & Co.*, 436 F.2d 389, 390 (3rd Cir. 1970). Under traditional contract law principles, “a contract arises from the manifest intentions of the parties to engage in an offer and acceptance of sufficiently definite essential terms.” *Excelsior Ins. Co.*, 975 F.Supp. at 349. Thus an “agreement to settle a lawsuit, voluntarily entered into, is binding upon the parties, whether or not made in the presence of the court, and even in the absence of a writing.” *Green v. John H. Lewis & Co.*, *supra*, 436 F.2d at 390. Indeed, execution of a written agreement is unnecessary where, as here, there is no dispute on the record that there was agreement as to the material terms by those with decision-making authority. *See Elustra v. Mineo*, 595 F.3d 699, 708-09 (7th Cir. 2010) (affirming unsigned settlement reached in presence of magistrate judge); *American Eagle Outfitters v. Lyle & Scott Ltd.*, 584 F.3d 575, 582-85 (3rd Cir. 2009) (affirming enforcement of unsigned term sheet in commercial negotiations based on evidence, textual and otherwise, suggesting that the parties meant to be bound by the term sheet); *Campbell v. Adkisson, Sherbert & Associates*, 546 Fed. Appx. 146, 153 (4th Cir. 2013) (enforcing oral settlement agreement reached during telephone call despite claim that agreement was contingent on approval by defendants’ senior management and execution of writing). Moreover, there is a strong public policy in favor of settlement. *See*,

e.g., Nolan v. Lee Ho, 120 N.J. 465, 472 (1990). In consideration of this policy, courts should “strain” to uphold settlements. *Bistricher v. Bistricher*, 555 A.2d 45, 49 (N.J. Super. Ct. Ch. Div.1987). Accordingly, absent compelling circumstances, courts will enforce settlement agreements. *Zuccarelli v. Dep’t of Envir. Prot.*, 741 A.2d 599, 604 (N.J. Super. Ct. App. Div. 1999).


Here, the parties had a written covenant memorializing each and every material term of the Agreement. Specifically, both sides agreed to the amount of the payment; to the withdrawal of the civil action; and to the exact wording and contours of the confidentiality clause. Plaintiff even admitted in its transmittal email that “I think that we are in agreement as to the attached settlement agreement.” At no point in the course of subsequent communications has plaintiff ever suggested any failure of the parties to achieve a meeting of the minds as reflected in the document it attached to that email.

Plaintiff’s *post facto*, arbitrary deadline for signatures was **never** a term of the Agreement or even, during the time when the Agreement was being negotiated, a demand, a request or even a suggestion. It was simply a device inserted at the very end of the process as a reasonably certain way to get out of a deal it now regretted. The strong public policy favoring settlement, combined with common law contractual principles set forth above and the record indicating the sharp practice by plaintiff by which it has attempted to avoid its commitments under the Agreement, provide legal and equitable grounds for the Court to compel the enforcement of the Agreement.

CONCLUSION

For all the foregoing reasons, this Court should grant this motion to order that the terms of the Settlement Agreement of February 9, 2015 be deemed enforceable and this matter be dismissed with prejudice.

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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

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<p style="text-align:center">NORTH JERSEY MEDIA GROUP INC.,</p> <p style="text-align:center"><i>Plaintiff,</i></p> <p style="text-align:center">v.</p> <p style="text-align:center">SARAH PAC, SARAH PALIN <i>and</i> JOHN DOE NOS. 1-5,</p> <p style="text-align:center"><i>Defendants.</i></p>	<p style="text-align:center">2:14-cv-00553-CCC-MF</p> <p style="text-align:center">CERTIFICATION OF RONALD D. COLEMAN</p>
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Ronald D. Coleman, of full age, certifies and says:

1. I am a member of Goetz Fitzpatrick, LLP and counsel for defendants in this matter. I make this certification based on first-hand knowledge.
2. I submit this Certification in support of defendants' motion to enforce the settlement agreement entered into by all parties on February 9, 2015, which was memorialized by the document which is attached hereto as Exhibit A (the "Agreement").
3. Although the memorialization of the Agreement is only one page long, its terms were heavily negotiated over a period of months, for reasons I will explain.

4. Defendants, of course, are, respectively, a well-known political figure and political fundraisers. They are hesitant to give the plaintiff or other members of the press an opportunity to make settlement of this case, which they consider essentially a species of copyright “trolling,” an opportunity to inflict political damage on their causes.

5. The usual cost-benefit analysis that applies to settling litigation does not necessarily apply as readily to this case as it does to one involving a typical commercial defendant. While it may seem paradoxical, defendants’ judgment is that an important and influential percentage of their donors would prefer to defendants resist plaintiff’s claims on the merits, and to incur the costs doing so, than pay what these donors would regard as an exorbitant amount to settle what those donors would consider frivolous or even politically motivated claims – i.e., thousands, much less tens of thousands, of dollars for using a thumbnail image of the 9/11 firefighter on Facebook for one day. I must make it clear that I am not making such a characterization myself and that defendants are not doing so either, but am only certifying that in the contemporary, polemical environment of political fundraising defendants have represented to me that they consider this perception to be one they had to take pains to avoid.

6. Thus, while Defendants were always willing to negotiate in good faith, confidentiality was an essential term from the beginning. Email communications evidencing that defendants communicated the centrality of this concern are attached as Exhibits A-F.

7. It is of some importance that the Court have an understanding of the extent, volume and frequency of negotiations, because there have been representations or suggestions that defendants delayed negotiations, allowed them to lapse, abandoned them

or ignored them, and that for these reasons plaintiff was entitled to set a deadline after terms had been finalized by which a memorialization of the Agreement must be executed.

8. One particular significant series of e-mails, annexed collectively as Exhibit F, involves a late December conversation between my associate, Brian Farkas, and plaintiff's counsel William Dunnegan, in which Mr. Farkas explains other aspects of the need for confidentiality: "The reason that our client would like a confidentiality clause is the understandable concern about donor perception of a large settlement. This clause would, of course, include exceptions for legitimate disclosure (i.e. court ordered, taxes, FEC disclosure, etc.). What we are trying to avoid is a triumphant press release or intentional disclosure of this dollar amount."

9. Mr. Dunnegan quickly shot back, "My client is a media outlet. Your client is a public figure. It is what it is. I thought we had a deal. If we do not, please say so and we will advise the Court."

10. Mr. Farkas replied, "We understand who the players are, but if the objective is settlement, a confidentiality provision (with all of the carve-outs for official disclosure that I just outlined) is fully appropriate." Mr. Dunnegan concluded, "We are not prepared at this stage to provide a confidentiality agreement."

11. All counsel had a call with the Court on December 23, 2014, in which the Court was understandably exasperated that a simple confidentiality clause was all that would be necessary to settle the case. The Court's encouragement evidently sufficed to overcome the issues, however, and it was agreed during that call that the confidentiality clause would allow reporters to report on the existence of the settlement but neither

plaintiff or plaintiff's counsel would disclose details about the specific agreement, particularly the dollar figure.

12. Mr. Farkas and I spoke with our clients in the weeks following the holidays worked at crafting a confidentiality provision to achieve this end. Mr. Farkas communicated that to Mr. Dunnegan by e-mail, annexed as Exhibit G, on January 13, 2015:

Hi Bill,

We've spoken with our client following the call with the judge, and I think we're all on the same page. In broad brush strokes, the settlement would be \$15,000 (check to you within about two weeks) and would include a confidentiality clause. We propose the following clause to the settlement agreement, which we believe summarizes the issues discussed on the call with the court:

The parties and their respective agents and attorneys agree that there shall be no affirmative publicity regarding the terms or existence of this Settlement Agreement. Examples of affirmative publicity include, but are not limited to, press releases, on-the-record interviews, off-the-record interviews, announcements on social media platforms or websites, or multimedia/video communications. The parties further agree that news reporters for the plaintiff are free to report on the existence of this Settlement Agreement. However, the parties acknowledge that neither they nor their respective attorneys or agents will provide information, give documents, or make statements to such reporters about this Settlement Agreement, particularly its dollar value.

If this works, we will go ahead and draft the stipulation of discontinuance and settlement agreement.

Brian

13. About 30 minutes later, Mr. Dunnegan wrote back and asked for several clarifications and edits to the terms of the confidentiality clause, which we needed to discuss with our clients. Thus in a January 15, 2015 e-mail, annexed as Exhibit H, Mr.

Farkas advised Mr. Dunnegan, “We’re conferring with our client and expect to be back to you shortly.” The very next day, Mr. Farkas sent Mr. Dunnegan a revised confidentiality provision addressing Mr. Dunnegan’s requests, annexed as Exhibit I:

We’ve had a chance now to speak with our client in response to your reactions to the proposed settlement agreement language. We’d like to suggest the following, which addresses some of your concerns, especially about production in other cases. We do feel it is necessary to maintain the “but not limited to” with the list of examples of publicity:

The parties and their respective agents and attorneys agree that there shall be no affirmative publicity regarding the terms or existence of this Settlement Agreement. Affirmative publicity includes, but is not limited to, press releases, on-the-record interviews, off-the-record interviews, announcements on social media platforms or websites, or multimedia/video communications. The parties agree that they are permitted to provide a copy of the Settlement Agreement when it is responsive to proper discovery demands in litigation. The parties further agree that news reporters for the plaintiff are free to report on the existence of this Settlement Agreement. However, the parties acknowledge that neither they nor their respective attorneys or agents will provide information, give documents, or make statements to such reporters about this Settlement Agreement, particularly its dollar value.

Let us know your thoughts on the above.

14. Mr. Dunnegan requested a few additional changes, which Mr. Farkas made following discussions with myself and Mr. Tiemessen. These changes were made, and then Mr. Dunnegan requested an additional edit. Once again, Mr. Farkas and I needed to reach out to our clients for authority, which we did. Mr. Dunnegan sent several e-mails in the three-day period between January 19 and January 23, 2015, inquiring about the status. Mr. Farkas again explained to him that the politics – literally – of the situation required our office to communicate with Mr. Tiemessen, who in turn needed to communicate with others at defendant SarahPAC.

15. I also wrote to Mr. Dunnegan myself to apologize for the delay, even though I was aware that he knew our client needed to go through multiple layers of approval for any change to the settlement agreement. Thus on January 22, 2015, I emailed Mr. Dunnegan to reassure him of our clients' commitment to the settlement: "Bill, sorry; it's a little extra creaky because politics." A copy of this e-mail is annexed as Exhibit J.

16. Finally, on January 28, 2015, Mr. Farkas received approval for a confidentiality clause that largely incorporated the changes Mr. Dunnegan requested and, on that date, wrote to Mr. Dunnegan.

17. It was then Mr. Dunnegan who requested two additional edits to the language, which meant that my office needed to communicate with Mr. Tiemessen and Mr. Tiemessen needed, in turn, to communicate with the PAC. This process took roughly a week-and-a-half, January 30, 2015 and February 9, 2015. In that time, Mr. Dunnegan sent several requests to inquire about the status, during which time Mr. Farkas and I took turns reminding him of the layers of approval required and assuring him that we were diligently working to finalize the proposed terms.

18. Mr. Dunnegan never, during this period, suggested that his client was at risk of any prejudice by virtue of the delays in the "turnaround" in getting approvals on the defendants' side. The case, after all, was no longer on the District Court's active calendar, so there were no litigation deadlines; both his client and his firm knew what the amount of the settlement would be and had a fairly good idea of when they would receive it; and, of course, the offending posting had been removed from Facebook well before issue was even joined.

19. After further back-and-forth on these edits, they too were essentially adopted. Mr. Farkas wrote to Mr. Dunnegan on February 9, 2015, annexed as Exhibit K:

Bill –

We suggest the following, which is essentially what you'd proposed before but with minor tweaks and the addition of a third clause:

Notwithstanding the foregoing, the parties further agree that: (1) news reporters for the plaintiff are free to report on the existence of the settlement, and about whatever facts they learn from sources other than NJMG; (2) the parties or their respective attorneys or agents may respond to questions about the litigation posed by any third party, except that statements about the case must be limited to confirming its settlement and directing the third party to the court file; and (3) this settlement specifically incorporates, and does not replace, the terms of the Confidentiality Agreement entered into by counsel on September 13, 2013.

Let us know.

Brian

20. Mr. Dunnegan replied a few hours later with the following email, annexed as Exhibit L:

Brian,

I think that we are in agreement as to the attached settlement agreement.

I am also attaching to this e-mail the 9/13/13 agreement, so there is no confusion as to what this is.

Please return a signed copy of the settlement agreement to me in pdf by the close of business tomorrow.

Bill

21. We understood the words in Bill Dunnegan's email, "I think we are in agreement as to the attached settlement agreement," to have meant what they said.

22. Our office immediately transmitted the Settlement Agreement to our clients for execution.

23. Two days later, plaintiff transmitted a letter to the Court stating that “the parties have been unable to finalize the settlement agreement” and referred to the decision reached by the Southern District of New York in *NJMG v. Pirro and Fox News* (Dkt. 36).

24. Mr. Farkas immediately wrote to Mr. Dunnegan, stating, “Bill - I’m confused by your letter to the court. We reached an agreement, and are simply awaiting our client’s signature.” A copy of this e-mail is annexed as Exhibit M.

25. Mr. Dunnegan replied, “We set a deadline and you did not meet it, or request more time.” A copy of this e-mail is annexed as Exhibit N.

26. I wrote to Mr. Dunnegan and told him that we were not aware of any contractual deadline, but that our client had identified a typographical error in the form of agreement we had received, which referred to a confidentiality agreement dated September 13 which was actually dated September 16. I also stated that, “If we make that correction, we can get it signed immediately. John [Tiemessen] has been in depts and that is the reason it has taken us so long to turn this around, but, as I said, if your office will make the correction we can get it signed today.” A copy of this e-mail is annexed as Exhibit O.

27. Mr. Dunnegan responded only, “We meant what we said. We will stand by our letter to the Court.” A copy of this e-mail is annexed as Exhibit P.

28. I then wrote to the Court on February 13, 2015 to explain that, contrary to plaintiff’s representation, a settlement had in fact been reached (Dkt. 37).

29. The Court subsequently ordered the parties to appear at a settlement conference on March 13, 2015 before Magistrate Judge Falk (Dkt. 40).

30. No further progress was achieved at that settlement conference.

The foregoing is true and correct to the best of my knowledge and recollection, and is certified to by me under penalty of perjury.



RONALD D. COLEMAN

Dated: April 9, 2015

Exhibit A

Settlement Agreement

North Jersey Media Group Inc. ("NJMG") and SarahPAC and Sarah Palin (collectively "Palin") hereby agree as follows:

1. Within 7 business days of the execution of this agreement, NJMG will dismiss the action between the parties pending in the United States District Court for the District of New Jersey, civil action no. 14-cv-00553-CCC-MF, with prejudice and without costs pursuant to a settlement agreement between the parties.

2. Within 5 business days of the execution of this agreement, Palin shall pay to NJMG \$15,000 by check payable to "Dunnegan & Scileppi LLC as attorneys for North Jersey Media Group."

3. The parties and their respective agents and attorneys agree that there shall be no affirmative publicity regarding the terms or existence of this Settlement Agreement. Affirmative publicity includes, but is not limited to, press releases, on-the-record interviews, off-the-record interviews, announcements on social media platforms or websites, multimedia/video communications, or similar types of communications. The parties agree that they are permitted to provide a copy of the Settlement Agreement when it is responsive to proper discovery demands in litigation. Notwithstanding the foregoing, the parties further agree that: (1) news reporters for the plaintiff are free to report on the existence of the settlement, and about whatever facts they learn from sources other than NJMG; (2) the parties or their respective attorneys or agents may respond to questions about the litigation posed by any third party, except that statements about the case must be limited to confirming its settlement and directing the third party to the court file; and (3) this settlement specifically incorporates, and does not replace, the terms of the Confidentiality Agreement entered into by counsel on September 16, 2013.

Dated: March __, 2015

North Jersey Media Group Inc.

By _____
Jennifer Borg

SarahPAC

By _____

Sarah Palin

Exhibit B

Brian Farkas

From: Brian Farkas
Sent: Thursday, December 18, 2014 6:29 PM
To: wd@dunnegan.com
Cc: Ronald Coleman
Subject: RE: 11:30 a.m. tomorrow?

Bill,

We have confirmed with our client, and accept your offer of a \$15,000.00 settlement. We assume that this will include a mutual confidentiality/non-disparagement clause in the stipulation of discontinuance. We would like to see your draft of the stipulation before it's filed.

Speak to you tomorrow,

Brian

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100

From: Brian Farkas
Sent: Wednesday, December 17, 2014 7:32 PM
To: wd@dunnegan.com
Cc: Ronald Coleman
Subject: 11:30 a.m. tomorrow?

Bill,

Can we aim for a conference call with the court at 11:30 a.m.? Ron and I are both available.

Brian

—
Brian Farkas
Goetz Fitzpatrick LLP
(212) 695-8100

Exhibit C

Brian Farkas

From: William Dunnegan <wd@dunnegan.com>
Sent: Thursday, December 18, 2014 6:59 PM
To: Brian Farkas
Cc: Ronald Coleman; Richard Weiss
Subject: RE: 11:30 a.m. tomorrow?

Brian,

This is the first that anyone has mentioned a confidentiality or a non disparagement clause.

I don't think we need anything beyond. "Pursuant to Rule 41(a) of the Federal Rules of Civil Procedure, this action is hereby dismissed pursuant to a settlement agreement between the parties with prejudice and without costs."

Please send the check payable to "Dunnegan & Scileppi LLC as attorneys for North Jersey Media Group." Once it clears our escrow account, I will file the dismissal on ECF.

If we can do that tomorrow or Monday, I do not think that there is a need to contact the court.

Please confirm.

Bill

From: Brian Farkas [<mailto:bfarkas@goetzfitz.com>]
Sent: Thursday, December 18, 2014 6:29 PM
To: William Dunnegan
Cc: Ronald Coleman
Subject: RE: 11:30 a.m. tomorrow?

Bill,

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Brian

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Brian Farkas
Goetz Fitzpatrick LLP
(212) 695-8100

Exhibit D

Brian Farkas

From: Brian Farkas
Sent: Thursday, December 18, 2014 7:28 PM
To: 'William Dunnegan'
Cc: Ronald Coleman; Richard Weiss
Subject: RE: 11:30 a.m. tomorrow?

Bill,

That language is fine for purposes of the stipulation. But can you confirm that the terms of the settlement will be kept confidential? That's the intention on our side.

Brian

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Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100

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Brian

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Brian Farkas
Goetz Fitzpatrick LLP
(212) 695-8100

Exhibit E

Brian Farkas

From: William Dunnegan <wd@dunnegan.com>
Sent: Thursday, December 18, 2014 7:32 PM
To: Brian Farkas
Cc: Ronald Coleman; Richard Weiss
Subject: RE: 11:30 a.m. tomorrow?

No.

We have lawsuits in which this will be responsive, and will need to be produced. Once we have a trial in one of those cases, it will become public. So I do not see any point in bothering to reach a confidentiality agreement now, when we know it will be public with a reasonable time.

From: Brian Farkas [<mailto:bfarkas@goetzfitz.com>]
Sent: Thursday, December 18, 2014 7:28 PM
To: William Dunnegan
Cc: Ronald Coleman; Richard Weiss
Subject: RE: 11:30 a.m. tomorrow?

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Goetz Fitzpatrick LLP | 212.695.8100

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Sent: Thursday, December 18, 2014 6:59 PM
To: Brian Farkas
Cc: Ronald Coleman; Richard Weiss
Subject: RE: 11:30 a.m. tomorrow?

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Cc: Ronald Coleman
Subject: RE: 11:30 a.m. tomorrow?

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Goetz Fitzpatrick LLP | 212.695.8100

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Cc: Ronald Coleman
Subject: 11:30 a.m. tomorrow?

Bill,

Can we aim for a conference call with the court at 11:30 a.m.? Ron and I are both available.

Brian

Brian Farkas
Goetz Fitzpatrick LLP
(212) 695-8100

Exhibit F

Brian Farkas

From: William Dunnegan <wd@dunnegan.com>
Sent: Monday, December 22, 2014 11:52 AM
To: Brian Farkas
Cc: Ronald Coleman; Richard Weiss
Subject: RE: NJMG v. SarahPac

We are not prepared at this stage to provide a confidentiality agreement.

If that is a deal breaker, please let me know as soon as possible so that we can advise the Court.

From: Brian Farkas [<mailto:bfarkas@goetzfitz.com>]
Sent: Monday, December 22, 2014 11:47 AM
To: William Dunnegan
Cc: Ronald Coleman; Richard Weiss
Subject: RE: NJMG v. SarahPac

We understand who the players are, but if the objective is settlement, a confidentiality provision (with all of the carve-outs for official disclosure that I just outlined) is fully appropriate. Barring that, our client is equally happy with the offer of this full sum of money to a relevant charity.

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Monday, December 22, 2014 11:43 AM
To: Brian Farkas
Cc: Ronald Coleman; Richard Weiss
Subject: RE: NJMG v. SarahPac

Brian,

My client is a media outlet. Your client is a public figure. It is what it is.

I thought we had a deal. If we do not, please say so and we will advise the Court.

Bill

From: Brian Farkas [<mailto:bfarkas@goetzfitz.com>]
Sent: Monday, December 22, 2014 11:20 AM
To: William Dunnegan
Cc: Ronald Coleman; Richard Weiss
Subject: RE: NJMG v. SarahPac

Bill,

Thanks for this draft. The reason that our client would like a confidentiality clause is the understandable concern about donor perception of a large settlement. This clause would, of course, include exceptions for legitimate disclosure (i.e. court ordered, taxes, FEC disclosure, etc.). What we are trying to avoid is a triumphant press release or intentional disclosure of this dollar amount.

Our client is willing to forgo this confidentiality clause if the \$15,000 is given directly to a 9/11-related charity, perhaps one that serves victims' families. In that case, no confidentiality clause would be needed.

Brian

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Monday, December 22, 2014 9:03 AM
To: Brian Farkas
Cc: Ronald Coleman; Richard Weiss
Subject: NJMG v. SarahPac

Brian,

Attached is a notice of dismissal that you can file once we confirm receipt of the settlement funds.

When can you get us the \$15,000 check?

Bill

From: Brian Farkas [<mailto:bfarkas@goetzfitz.com>]
Sent: Thursday, December 18, 2014 7:28 PM
To: William Dunnegan
Cc: Ronald Coleman; Richard Weiss
Subject: RE: 11:30 a.m. tomorrow?

Bill,

That language is fine for purposes of the stipulation. But can you confirm that the terms of the settlement will be kept confidential? That's the intention on our side.

Brian

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Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100

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To: Brian Farkas
Cc: Ronald Coleman; Richard Weiss
Subject: RE: 11:30 a.m. tomorrow?

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Please confirm.

Bill

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To: William Dunnegan
Cc: Ronald Coleman
Subject: RE: 11:30 a.m. tomorrow?

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Speak to you tomorrow,

Brian

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Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100

From: Brian Farkas
Sent: Wednesday, December 17, 2014 7:32 PM
To: wd@dunnegan.com
Cc: Ronald Coleman
Subject: 11:30 a.m. tomorrow?

Bill,

Can we aim for a conference call with the court at 11:30 a.m.? Ron and I are both available.

Brian

Brian Farkas
Goetz Fitzpatrick LLP
(212) 695-8100

Exhibit G

Brian Farkas

From: Brian Farkas
Sent: Tuesday, January 13, 2015 1:23 PM
To: 'William Dunnegan'; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Hi Bill,

We've spoken with our client following the call with the judge, and I think we're all on the same page. In broad brush strokes, the settlement would be \$15,000 (check to you within about two weeks) and would include a confidentiality clause. We propose the following clause to the settlement agreement, which we believe summarizes the issues discussed on the call with the court:

"The parties and their respective agents and attorneys agree that there shall be no affirmative publicity regarding the terms or existence of this Settlement Agreement. Examples of affirmative publicity include, but are not limited to, press releases, on-the-record interviews, off-the-record interviews, announcements on social media platforms or websites, or multimedia/video communications. The parties further agree that news reporters for the plaintiff are free to report on the existence of this Settlement Agreement. However, the parties acknowledge that neither they nor their respective attorneys or agents will provide information, give documents, or make statements to such reporters about this Settlement Agreement, particularly its dollar value."

If this works, we will go ahead and draft the stipulation of discontinuance and settlement agreement.

Brian

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [mailto:wd@dunnegan.com]
Sent: Tuesday, January 13, 2015 10:05 AM
To: Ronald Coleman
Cc: Brian Farkas; Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Ron,

What is the story? We were supposed to report last week.

I think that we need to call CCC today or tomorrow and tell her something

Bill

From: William Dunnegan
Sent: Monday, December 29, 2014 2:45 PM
To: 'Ronald Coleman'
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Ron,

Did the suggestion of having someone other than the PAC pay the \$15K advance the ball?

Bill

From: Ronald Coleman [mailto:rcoleman@goetzfitz.com]
Sent: Tuesday, December 16, 2014 11:52 AM
To: William Dunnegan; Borg, Jennifer
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

No problem.

--
Ronald D. Coleman
Goetz Fitzpatrick LLP | 212.695.8100

From: William Dunnegan [mailto:wd@dunnegan.com]
Sent: Tuesday, December 16, 2014 11:50 AM
To: Ronald Coleman; Borg, Jennifer
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order
Importance: High

Ron and Jennifer,

I am running out of phone lines. Let's use the following dial in information and I will conference in the judge.

US Toll Free	1-877-366-0711
International Local	1-302-709-8446
Participant Passcode	10554674#

Bill

From: Ronald Coleman [mailto:rcoleman@goetzfitz.com]
Sent: Tuesday, December 16, 2014 9:39 AM
To: William Dunnegan
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Thanks

Ronald D. Coleman
Goetz Fitzpatrick LLP | 212.695.8100

----- Original message -----
From: William Dunnegan <wd@dunnegan.com>
Date: 12/16/2014 9:15 AM (GMT-05:00)

To: Ronald Coleman <rcoleman@goetzfitz.com>
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Ron,

I will call your office at a couple of minutes before noon.

Bill

From: Ronald Coleman [<mailto:rcoleman@goetzfitz.com>]
Sent: Thursday, September 18, 2014 5:20 PM
To: William Dunnegan
Cc: Borg, Jennifer; Brian Farkas; John J. Tiemessen (jjt@cplawak.com)
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Thanks, Bill.

I have been actively practicing in the DNJ for my entire career and I have no idea why this judge keeps calling status conferences while there is a pending dispositive motion.

--

Ronald D. Coleman
Goetz Fitzpatrick LLP | 212.695.8100

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Thursday, September 18, 2014 4:09 PM
To: Brian Farkas; Ronald Coleman
Cc: Borg, Jennifer
Subject: FW: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Talk to you folks tomorrow. Cannot imagine that this will last very long.

US Toll Free 1-877-366-0711
International Local 1-302-709-8446
Participant Passcode 10554674#

From: njdefiling@njd.uscourts.gov [<mailto:njdefiling@njd.uscourts.gov>]
Sent: Thursday, September 18, 2014 3:50 PM
To: njdefiling@njd.uscourts.gov
Subject: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

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U.S. District Court

District of New Jersey [LIVE]

Notice of Electronic Filing

The following transaction was entered on 9/18/2014 at 3:49 PM EDT and filed on 9/18/2014

Case Name: North Jersey Media Group Inc. v. SarahPac et al

Case Number: 2:14-cv-00553-CCC-MF

Filer:

Document Number: 33(No document attached)

Docket Text:

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2:14-cv-00553-CCC-MF Notice has been electronically mailed to:

BRIAN DANIEL FARKAS bdfarkas@gmail.com, bfarkas@goetzfitz.com

JENNIFER A. BORG borgj@northjersey.com

RONALD D. COLEMAN RColeman@goetzfitz.com, hhalpert@goetzfitz.com

2:14-cv-00553-CCC-MF Notice will not be electronically mailed to::

Exhibit H

Brian Farkas

From: Brian Farkas
Sent: Thursday, January 15, 2015 2:31 PM
To: 'William Dunnegan'; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Hi Bill – We're conferring with our client and expect to be back to you shortly.

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [mailto:wd@dunnegan.com]
Sent: Thursday, January 15, 2015 2:22 PM
To: Brian Farkas; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

When do you anticipate being able to get back to us on this?

I think the Judge told us to report to her last week.

From: William Dunnegan
Sent: Wednesday, January 14, 2015 2:02 PM
To: 'Brian Farkas'; 'Ronald Coleman'
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Where are we on this?

From: William Dunnegan
Sent: Tuesday, January 13, 2015 2:02 PM
To: 'Brian Farkas'; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Brian,

Thanks.

Can you limit "affirmative publicity" to the examples provided in the agreement?

Can you confirm that we can provide the agreement to an adversary in litigation in response to a proper demand without further restrictions? .

Can you confirm that we can tell reporters about the fact of the settlement agreement, but not the settlement amount?

Please get back to me.

Bill

From: Brian Farkas [<mailto:bfarkas@goetzfitz.com>]
Sent: Tuesday, January 13, 2015 1:23 PM
To: William Dunnegan; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

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Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

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Ronald D. Coleman
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Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

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Cc: Borg, Jennifer

Subject: FW: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

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U.S. District Court

District of New Jersey [LIVE]

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JENNIFER A. BORG borgj@northjersey.com

RONALD D. COLEMAN RColeman@goetzfitz.com, hhalpert@goetzfitz.com

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Exhibit I

Brian Farkas

From: Brian Farkas
Sent: Friday, January 16, 2015 4:55 PM
To: 'William Dunnegan'; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Hi Bill,

We've had a chance now to speak with our client in response to your reactions to the proposed settlement agreement language. We'd like to suggest the following, which addresses some of your concerns, especially about production in other cases. We do feel it is necessary to maintain the "but not limited to" with the list of examples of publicity:

"The parties and their respective agents and attorneys agree that there shall be no affirmative publicity regarding the terms or existence of this Settlement Agreement. Affirmative publicity includes, but is not limited to, press releases, on-the-record interviews, off-the-record interviews, announcements on social media platforms or websites, or multimedia/video communications. The parties agree that they are permitted to provide a copy of the Settlement Agreement when it is responsive to proper discovery demands in litigation. The parties further agree that news reporters for the plaintiff are free to report on the existence of this Settlement Agreement. However, the parties acknowledge that neither they nor their respective attorneys or agents will provide information, give documents, or make statements to such reporters about this Settlement Agreement, particularly its dollar value."

Let us know your thoughts on the above.

Brian

--
Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [mailto:wd@dunnegan.com]
Sent: Friday, January 16, 2015 1:59 PM
To: Brian Farkas; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Brian

I think that we should plan to call the Court and report on our progress, or lack thereof, on Tuesday.

We can use the dial in information below.

US Toll Free 1-877-366-0711
International Local 1-302-709-8446
Participant Passcode 10554674#

Please provide a time on Tuesday when you are available.

Bill

From: Brian Farkas [mailto:bfarkas@goetzfitz.com]
Sent: Thursday, January 15, 2015 2:31 PM
To: William Dunnegan; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Hi Bill – We're conferring with our client and expect to be back to you shortly.

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [mailto:wd@dunnegan.com]
Sent: Thursday, January 15, 2015 2:22 PM
To: Brian Farkas; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

When do you anticipate being able to get back to us on this?

I think the Judge told us to report to her last week.

From: William Dunnegan
Sent: Wednesday, January 14, 2015 2:02 PM
To: 'Brian Farkas'; 'Ronald Coleman'
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Where are we on this?

From: William Dunnegan
Sent: Tuesday, January 13, 2015 2:02 PM
To: 'Brian Farkas'; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Brian,

Thanks.

Can you limit "affirmative publicity" to the examples provided in the agreement?

Can you confirm that we can provide the agreement to an adversary in litigation in response to a proper demand without further restrictions?

Can you confirm that we can tell reporters about the fact of the settlement agreement, but not the settlement amount?

Please get back to me.

Bill

From: Brian Farkas [mailto:bfarkas@goetzfitz.com]
Sent: Tuesday, January 13, 2015 1:23 PM
To: William Dunnegan; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Hi Bill,

We've spoken with our client following the call with the judge, and I think we're all on the same page. In broad brush strokes, the settlement would be \$15,000 (check to you within about two weeks) and would include a confidentiality clause. We propose the following clause to the settlement agreement, which we believe summarizes the issues discussed on the call with the court:

"The parties and their respective agents and attorneys agree that there shall be no affirmative publicity regarding the terms or existence of this Settlement Agreement. Examples of affirmative publicity include, but are not limited to, press releases, on-the-record interviews, off-the-record interviews, announcements on social media platforms or websites, or multimedia/video communications. The parties further agree that news reporters for the plaintiff are free to report on the existence of this Settlement Agreement. However, the parties acknowledge that neither they nor their respective attorneys or agents will provide information, give documents, or make statements to such reporters about this Settlement Agreement, particularly its dollar value."

If this works, we will go ahead and draft the stipulation of discontinuance and settlement agreement.

Brian

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [mailto:wd@dunnegan.com]
Sent: Tuesday, January 13, 2015 10:05 AM
To: Ronald Coleman
Cc: Brian Farkas; Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Ron,

What is the story? We were supposed to report last week.

I think that we need to call CCC today or tomorrow and tell her something

Bill

From: William Dunnegan
Sent: Monday, December 29, 2014 2:45 PM
To: 'Ronald Coleman'
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Ron,

Did the suggestion of having someone other than the PAC pay the \$15K advance the ball?

Bill

From: Ronald Coleman [<mailto:rcoleman@goetzfitz.com>]
Sent: Tuesday, December 16, 2014 11:52 AM
To: William Dunnegan; Borg, Jennifer
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

No problem.

--

Ronald D. Coleman
Goetz Fitzpatrick LLP | 212.695.8100

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Tuesday, December 16, 2014 11:50 AM
To: Ronald Coleman; Borg, Jennifer
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order
Importance: High

Ron and Jennifer,

I am running out of phone lines. Let's use the following dial in information and I will conference in the judge.

US Toll Free 1-877-366-0711
International Local 1-302-709-8446
Participant Passcode 10554674#

Bill

From: Ronald Coleman [<mailto:rcoleman@goetzfitz.com>]
Sent: Tuesday, December 16, 2014 9:39 AM
To: William Dunnegan
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Thanks

Ronald D. Coleman
Goetz Fitzpatrick LLP | 212.695.8100

----- Original message -----

From: William Dunnegan <wd@dunnegan.com>

Date: 12/16/2014 9:15 AM (GMT-05:00)

To: Ronald Coleman <rcoleman@goetzfitz.com>

Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Ron,

I will call your office at a couple of minutes before noon.

Bill

From: Ronald Coleman [<mailto:rcoleman@goetzfitz.com>]

Sent: Thursday, September 18, 2014 5:20 PM

To: William Dunnegan

Cc: Borg, Jennifer; Brian Farkas; John J. Tiemessen (jjt@cplawak.com)

Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Thanks, Bill.

I have been actively practicing in the DNJ for my entire career and I have no idea why this judge keeps calling status conferences while there is a pending dispositive motion.

--

Ronald D. Coleman

Goetz Fitzpatrick LLP | 212.695.8100

From: William Dunnegan [<mailto:wd@dunnegan.com>]

Sent: Thursday, September 18, 2014 4:09 PM

To: Brian Farkas; Ronald Coleman

Cc: Borg, Jennifer

Subject: FW: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Talk to you folks tomorrow. Cannot imagine that this will last very long.

US Toll Free 1-877-366-0711

International Local 1-302-709-8446

Participant Passcode 10554674#

From: njdefiling@njd.uscourts.gov [<mailto:njdefiling@njd.uscourts.gov>]

Sent: Thursday, September 18, 2014 3:50 PM

To: njdefiling@njd.uscourts.gov

Subject: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

This is an automatic e-mail message generated by the CM/ECF system. Please **DO NOT RESPOND** to this e-mail because the mail box is unattended.

*****NOTE TO PUBLIC ACCESS USERS***** Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of

all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.

U.S. District Court

District of New Jersey [LIVE]

Notice of Electronic Filing

The following transaction was entered on 9/18/2014 at 3:49 PM EDT and filed on 9/18/2014

Case Name: North Jersey Media Group Inc. v. SarahPac et al

Case Number: 2:14-cv-00553-CCC-MF

Filer:

Document Number: 33(No document attached)

Docket Text:

TEXT ORDER - Telephone Status Conference set for 9/19/14 at 3:15 p.m. will now proceed at 10:30 a.m. before Magistrate Judge Mark Falk. It shall be plaintiff's counsel's responsibility to arrange for and initiate the conference call. Please mark your calendars accordingly. Ordered by Magistrate Judge Mark Falk on 9/18/14. (LM,)

2:14-cv-00553-CCC-MF Notice has been electronically mailed to:

BRIAN DANIEL FARKAS bdfarkas@gmail.com, bfarkas@goetzfitz.com

JENNIFER A. BORG borgj@northjersey.com

RONALD D. COLEMAN RColeman@goetzfitz.com, hhalpert@goetzfitz.com

2:14-cv-00553-CCC-MF Notice will not be electronically mailed to::

Exhibit J

Brian Farkas

From: Ronald Coleman
Sent: Thursday, January 22, 2015 10:59 AM
To: William Dunnegan
Cc: Richard Weiss; Brian Farkas
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Bill, sorry; it's a little extra creaky because politics.

--
Ronald D. Coleman
Goetz Fitzpatrick LLP | 212.695.8100

From: Brian Farkas
Sent: Thursday, January 22, 2015 8:31 AM
To: William Dunnegan
Cc: Ronald Coleman; Richard Weiss
Subject: Re: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Still finalizing with our client, but we'll be back to you soon (hopefully this afternoon).

On Jan 22, 2015, at 8:00 AM, William Dunnegan <wd@dunnegan.com> wrote:

Same question as 2 days ago.

From: William Dunnegan
Sent: Tuesday, January 20, 2015 4:46 PM
To: 'Brian Farkas'; 'Ronald Coleman'
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Brian,

Where are we on this?

Bill

From: William Dunnegan
Sent: Monday, January 19, 2015 9:49 AM
To: 'Brian Farkas'; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Brian,

We have one additional clarification:

The parties and their respective agents and attorneys agree that there shall be no affirmative publicity regarding the terms or existence of this Settlement Agreement. Affirmative publicity includes, but is not limited to, press releases, on-the-record interviews, off-the-record interviews, announcements on social media platforms or websites, multimedia/video communications, or similar types of communications. The parties agree that they are permitted to provide a copy of the Settlement Agreement when it is responsive to proper discovery demands in litigation. Notwithstanding the foregoing, the parties further agree that news reporters for the plaintiff are free to report on the existence of this Settlement Agreement and that the parties or their respective attorneys or agents, in response to questions posed by any third party, may state that the parties have settled the lawsuit and may confirm the existence of this Settlement Agreement. However, the parties acknowledge that neither they nor their respective attorneys or agents will provide information, give documents, or make statements to such reporters about the details of the Settlement Agreement, particularly its dollar value."

A revised version is attached.

Bill

From: Brian Farkas [<mailto:bfarkas@goetzfitz.com>]
Sent: Monday, January 19, 2015 8:50 AM
To: William Dunnegan; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Thanks Bill. We will run this past our clients and get back to you.

Brian

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Monday, January 19, 2015 8:34 AM
To: Brian Farkas; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Brian,

We put the language you suggested in the form of a very simple agreement and made some clarifying changes.

Please confirm that the attached document meets with your approval, or let me know what you think should be revised.

Thanks.

Bill

From: Brian Farkas [mailto:bfarkas@goetzfitz.com]
Sent: Friday, January 16, 2015 5:05 PM
To: William Dunnegan; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Yes, the addition of "or similar types of communications" is fine, and bolsters the spirit of the agreement. Let us know once your client takes a look.

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331


From: William Dunnegan [mailto:wd@dunnegan.com]
Sent: Friday, January 16, 2015 5:01 PM
To: Brian Farkas; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

I have not sent this to the client. Would you consider adding the language in red below?

From: Brian Farkas [mailto:bfarkas@goetzfitz.com]
Sent: Friday, January 16, 2015 4:55 PM
To: William Dunnegan; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Hi Bill,

We've had a chance now to speak with our client in response to your reactions to the proposed settlement agreement language. We'd like to suggest the following, which addresses some of your concerns, especially about production in other cases. We do feel it is necessary to maintain the "but not limited to" with the list of examples of publicity:

"The parties and their respective agents and attorneys agree that there shall be no affirmative publicity regarding the terms or existence of this Settlement Agreement. Affirmative publicity includes, but is not limited to, press releases, on-the-record interviews, off-the-record interviews, announcements on social media platforms or websites,  multimedia/video communications, or similar types of communications. The parties agree that they are permitted to provide a copy of the Settlement Agreement when it is responsive to proper discovery demands in litigation. The parties further agree that news reporters for the plaintiff are free to report on the existence of this Settlement Agreement. However, the parties acknowledge that neither they nor their respective attorneys or agents will provide information, give documents, or make statements to such reporters about this Settlement Agreement, particularly its dollar value."

Let us know your thoughts on the above.

Brian

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Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Friday, January 16, 2015 1:59 PM
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Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Brian

I think that we should plan to call the Court and report on our progress, or lack thereof, on Tuesday.

We can use the dial in information below.

US Toll Free	1-877-366-0711
International Local	1-302-709-8446
Participant Passcode	10554674#

Please provide a time on Tuesday when you are available.

Bill

From: Brian Farkas [<mailto:bfarkas@goetzfitz.com>]
Sent: Thursday, January 15, 2015 2:31 PM
To: William Dunnegan; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Hi Bill – We're conferring with our client and expect to be back to you shortly.

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Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Thursday, January 15, 2015 2:22 PM
To: Brian Farkas; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

When do you anticipate being able to get back to us on this?

I think the Judge told us to report to her last week.

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Sent: Wednesday, January 14, 2015 2:02 PM
To: 'Brian Farkas'; 'Ronald Coleman'
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Where are we on this?

From: William Dunnegan
Sent: Tuesday, January 13, 2015 2:02 PM
To: 'Brian Farkas'; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Brian,

Thanks.

Can you limit "affirmative publicity" to the examples provided in the agreement?

Can you confirm that we can provide the agreement to an adversary in litigation in response to a proper demand without further restrictions? .

Can you confirm that we can tell reporters about the fact of the settlement agreement, but not the settlement amount?

Please get back to me.

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To: William Dunnegan; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Hi Bill,

We've spoken with our client following the call with the judge, and I think we're all on the same page. In broad brush strokes, the settlement would be \$15,000 (check to you within about two weeks) and would include a confidentiality clause. We propose the following clause to the settlement agreement, which we believe summarizes the issues discussed on the call with the court:

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If this works, we will go ahead and draft the stipulation of discontinuance and settlement agreement.

Brian

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Brian Farkas

Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [<mailto:wd@dunnegan.com>]

Sent: Tuesday, January 13, 2015 10:05 AM

To: Ronald Coleman

Cc: Brian Farkas; Richard Weiss

Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Ron,

What is the story? We were supposed to report last week.

I think that we need to call CCC today or tomorrow and tell her something

Bill

From: William Dunnegan

Sent: Monday, December 29, 2014 2:45 PM

To: 'Ronald Coleman'

Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Ron,

Did the suggestion of having someone other than the PAC pay the \$15K advance the ball?

Bill

From: Ronald Coleman [<mailto:rcoleman@goetzfitz.com>]

Sent: Tuesday, December 16, 2014 11:52 AM

To: William Dunnegan; Borg, Jennifer

Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

No problem.

--
Ronald D. Coleman
Goetz Fitzpatrick LLP | 212.695.8100

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Tuesday, December 16, 2014 11:50 AM
To: Ronald Coleman; Borg, Jennifer
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order
Importance: High

Ron and Jennifer,

I am running out of phone lines. Let's use the following dial in information and I will conference in the judge.

US Toll Free	1-877-366-0711
International Local	1-302-709-8446
Participant Passcode	10554674#

Bill

From: Ronald Coleman [<mailto:rcoleman@goetzfitz.com>]
Sent: Tuesday, December 16, 2014 9:39 AM
To: William Dunnegan
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Thanks

Ronald D. Coleman
Goetz Fitzpatrick LLP | 212.695.8100

----- Original message -----

From: William Dunnegan <wd@dunnegan.com>
Date: 12/16/2014 9:15 AM (GMT-05:00)
To: Ronald Coleman <rcoleman@goetzfitz.com>
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Ron,

I will call your office at a couple of minutes before noon.

Bill

From: Ronald Coleman [<mailto:rcoleman@goetzfitz.com>]
Sent: Thursday, September 18, 2014 5:20 PM
To: William Dunnegan
Cc: Borg, Jennifer; Brian Farkas; John J. Tiemessen (jjt@cplawak.com)
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Thanks, Bill.

I have been actively practicing in the DNJ for my entire career and I have no idea why this judge keeps calling status conferences while there is a pending dispositive motion.

--

Ronald D. Coleman
Goetz Fitzpatrick LLP | 212.695.8100

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Thursday, September 18, 2014 4:09 PM
To: Brian Farkas; Ronald Coleman
Cc: Borg, Jennifer
Subject: FW: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Talk to you folks tomorrow. Cannot imagine that this will last very long.

US Toll Free	1-877-366-0711
International Local	1-302-709-8446
Participant Passcode	10554674#

From: njdefiling@njd.uscourts.gov [<mailto:njdefiling@njd.uscourts.gov>]
Sent: Thursday, September 18, 2014 3:50 PM
To: njdefiling@njd.uscourts.gov
Subject: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.
*****NOTE TO PUBLIC ACCESS USERS*** Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.**

U.S. District Court

District of New Jersey [LIVE]

Notice of Electronic Filing

The following transaction was entered on 9/18/2014 at 3:49 PM EDT and filed on 9/18/2014

Case Name: North Jersey Media Group Inc. v. SarahPac et al

Case Number: 2:14-cv-00553-CCC-MF

Filer:

Document Number: 33(No document attached)

Docket Text:

TEXT ORDER - Telephone Status Conference set for 9/19/14 at 3:15 p.m. will now proceed at 10:30 a.m. before Magistrate Judge Mark Falk. It shall be plaintiff's counsel's responsibility to arrange for and initiate the conference call. Please mark your calendars accordingly. Ordered by Magistrate Judge Mark Falk on 9/18/14. (LM,)

2:14-cv-00553-CCC-MF Notice has been electronically mailed to:

BRIAN DANIEL FARKAS bufarkas@gmail.com, bfarkas@goetzfitz.com

JENNIFER A. BORG borgj@northjersey.com

RONALD D. COLEMAN RColeman@goetzfitz.com, hhalpert@goetzfitz.com

2:14-cv-00553-CCC-MF Notice will not be electronically mailed to::

Exhibit K

Brian Farkas

From: Brian Farkas
Sent: Monday, February 09, 2015 12:45 PM
To: 'William Dunnegan'
Cc: Ronald Coleman; Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Bill –

We suggest the following, which is essentially what you'd proposed before but with minor tweaks and the addition of a third clause:

Notwithstanding the foregoing, the parties further agree that: (1) news reporters for the plaintiff are free to report on the existence of the settlement, and about whatever facts they learn from sources other than NJMG; (2) the parties or their respective attorneys or agents may respond to questions about the litigation posed by any third party, except that statements about the case must be limited to confirming its settlement and directing the third party to the court file; and (3) this settlement specifically incorporates, and does not replace, the terms of the Confidentiality Agreement entered into by counsel on September 13, 2013.

Let us know.

Brian

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [mailto:wd@dunnegan.com]
Sent: Monday, February 09, 2015 12:34 PM
To: Brian Farkas
Cc: Ronald Coleman; Richard Weiss; John J. Tiemessen
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Ron and Brian,

We told the Magistrate on 1/29 that if this settlement could not be finalized within 10 days, it cannot be finalized. We are no further along now than we were before Christmas. Moreover, since 1/29, we believe that our position has strengthened.

Accordingly, unless we have a signed agreement resolving this by the close of business tomorrow, we plan to write to the Judge and ask her to reactive the pending motions, and decide them.

Bill

From: Brian Farkas [mailto:bfarkas@goetzfitz.com]
Sent: Monday, February 09, 2015 8:38 AM
To: William Dunnegan
Cc: Ronald Coleman; Richard Weiss; John J. Tiemessen
Subject: Re: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Working on it. Should have something for you this week.

On Feb 9, 2015, at 8:15 AM, William Dunnegan <wd@dunnegan.com> wrote:

Ron and Brian,

Have you made any progress?

Bill

From: Brian Farkas [<mailto:bfarkas@goetzfitz.com>]
Sent: Thursday, February 05, 2015 1:56 PM
To: William Dunnegan
Cc: Ronald Coleman; Richard Weiss; John J. Tiemessen
Subject: Re: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Hi Bill,

We'll be in touch shortly.

Brian

On Feb 5, 2015, at 1:52 PM, William Dunnegan <wd@dunnegan.com> wrote:

Ron and Brian,

Have you made any progress?

Bill

From: Brian Farkas [<mailto:bfarkas@goetzfitz.com>]
Sent: Monday, February 02, 2015 6:33 PM
To: William Dunnegan; Ronald Coleman
Cc: Richard Weiss; John J. Tiemessen
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Hi Bill – We're expecting to be able to speak with our client tomorrow or Wednesday, and will get back to you ASAP afterwards.

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Monday, February 02, 2015 6:29 PM
To: Ronald Coleman

Cc: Richard Weiss; John J. Tiemessen; Brian Farkas
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Ron, any word on this?

From: William Dunnegan
Sent: Friday, January 30, 2015 10:49 AM
To: 'Ronald Coleman'
Cc: Richard Weiss; John J. Tiemessen; Brian Farkas
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

How about this?

Notwithstanding the foregoing, the parties further agree that: (1) news reporters for the plaintiff are free to report on the existence of the settlement, and about what ever facts they learn from sources other than NJMG, and (2) the parties or their respective attorneys or agents may respond freely to questions about the litigation posed by any third party, except that statements about the settlement must be limited to confirming its existence and directing the third party to the court file.

From: Ronald Coleman [<mailto:rcoleman@goetzfitz.com>]
Sent: Thursday, January 29, 2015 2:13 PM
To: William Dunnegan
Cc: Richard Weiss; John J. Tiemessen; Brian Farkas
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order
Importance: High

There's a misunderstanding here, and I will take credit for it. Reading your objection, you would seem to have the same "problem" concerning the previous formulation also. Our proposed change was not meant to prevent comment about the litigation but only about the settlement; the problem was that it seemed, if read literally, only to prohibit disclosing information about the settlement in response to narrow questions about the settlement. So if I understand you properly, maybe this would work?:

Notwithstanding the foregoing, the parties further agree that news reporters for the plaintiff are free to report on the existence of the settlement and that the parties or their respective attorneys or agents shall, in response to questions about the litigation posed by any news reporter or third party, [] say regarding the settlement that its existence can be confirmed and direct the third party to the court file. No reference to the settlement amount may be made in any response or court filing in this case.

--
Ronald D. Coleman
Goetz Fitzpatrick LLP | 212.695.8100

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Thursday, January 29, 2015 1:18 PM

To: Brian Farkas
Cc: Ronald Coleman; Richard Weiss
Subject: Re: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Brian,

We cannot agree to that change. While we have agreed in principle that the settlement amount will be confidential, we cannot agree to keep confidential the facts concerning the litigation (which are otherwise a matter of public record).

Bill

Sent from my Verizon Wireless BlackBerry

From: Brian Farkas <bfarkas@goetzfitz.com>
Date: Thu, 29 Jan 2015 09:48:07 -0600
To: William Dunnegan <wd@dunnegan.com>
Cc: Ronald Coleman <rcoleman@goetzfitz.com>
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Bill – Alright, we were just in contact with our client. We believe we can have an agreement if we replace “questions about the settlement” with “questions concerning the litigation or the settlement”.

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Thursday, January 29, 2015 9:32 AM
To: Brian Farkas
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

That's what we are concerned about. Without the language in red, the sentence you wrote is a complete gag order. We couldn't say what she did.

But we do recognize that on the question of settlement, the following will still control: "may confirm only the fact of the settlement and direct the third party to the court file."

Talk to you shortly.

From: Brian Farkas [<mailto:bfarkas@goetzfitz.com>]
Sent: Thursday, January 29, 2015 9:27 AM
To: William Dunnegan
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Yes, I'll dial in.

We are running the language by our client but haven't heard back yet – it unfortunately takes them some time to approve even minor changes on language. I do believe without that change in red, we have a deal. But with it, we'll need to wait on their approval before Ron and I can sign off. (They're likely going to believe it's overbroad – i.e. that a reporter asks about the case but doesn't mention the settlement, someone from your side would be free to talk).

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Thursday, January 29, 2015 9:23 AM
To: Brian Farkas
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Can you address the language in red before the call?

Can you dial in with the instructions that I sent yesterday?

From: Brian Farkas [<mailto:bfarkas@goetzfitz.com>]
Sent: Thursday, January 29, 2015 9:21 AM
To: William Dunnegan
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Hi Bill – If you call me at ten, I'll patch in Ron (who will be on his cell). Speak to you soon.

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Wednesday, January 28, 2015 5:50 PM
To: Brian Farkas; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Brian,

Could you deal with the language in red?

3. The parties and their respective agents and attorneys agree that there shall be no affirmative publicity regarding the terms or existence of this Settlement Agreement. Affirmative publicity includes, but is not limited to, press releases, on-the-record interviews, off-the-record interviews, announcements on social media platforms or websites, multimedia/video communications, or similar types of communications. The parties agree that they are permitted to provide a copy of the Settlement Agreement when it is responsive to proper discovery demands in litigation. Notwithstanding the foregoing, the parties further

agree that news reporters for the plaintiff are free to report on the existence of the settlement and that the parties or their respective attorneys or agents, in response to questions about the settlement posed by any news reporter or third party, may confirm only the fact of the settlement and direct the third party to the court file. No reference to the settlement amount may be made in any response or court filing in this case.

Bill

From: Brian Farkas [<mailto:bfarkas@goetzfitz.com>]
Sent: Wednesday, January 28, 2015 11:35 AM
To: William Dunnegan; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Bill,

Our apologies for the delay in getting this turned around. Our client has now spoken internally with all the stakeholders. We've gotten confirmation that the settlement agreement is acceptable with just a minor tweak to the language of paragraph three. See attached, and let us know your thoughts.

Brian

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Monday, January 19, 2015 9:49 AM
To: Brian Farkas; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Brian,

We have one additional clarification:

The parties and their respective agents and attorneys agree that there shall be no affirmative publicity regarding the terms or existence of this Settlement Agreement. Affirmative publicity includes, but is not limited to, press releases, on-the-record interviews, off-the-record interviews, announcements on social media platforms or websites, multimedia/video communications, or similar types of communications. The parties agree that they are permitted to provide a copy of the Settlement Agreement when it is responsive to proper discovery demands in litigation. Notwithstanding the foregoing, the parties further agree that news reporters for the plaintiff are free to report on the existence of this Settlement Agreement and that the parties or their respective

attorneys or agents, in response to questions posed by any third party, may state that the parties have settled the lawsuit and may confirm the existence of this Settlement Agreement. However, the parties acknowledge that neither they nor their respective attorneys or agents will provide information, give documents, or make statements to such reporters about the details of the Settlement Agreement, particularly its dollar value.”

A revised version is attached.

Bill

From: Brian Farkas [<mailto:bfarkas@goetzfitz.com>]
Sent: Monday, January 19, 2015 8:50 AM
To: William Dunnegan; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Thanks Bill. We will run this past our clients and get back to you.

Brian

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Monday, January 19, 2015 8:34 AM
To: Brian Farkas; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Brian,

We put the language you suggested in the form of a very simple agreement and made some clarifying changes.

Please confirm that the attached document meets with your approval, or let me know what you think should be revised.

Thanks.

Bill

From: Brian Farkas [<mailto:bfarkas@goetzfitz.com>]
Sent: Friday, January 16, 2015 5:05 PM
To: William Dunnegan; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Yes, the addition of "or similar types of communications" is fine, and bolsters the spirit of the agreement. Let us know once your client takes a look.

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331


From: William Dunnegan [mailto:wd@dunnegan.com]
Sent: Friday, January 16, 2015 5:01 PM
To: Brian Farkas; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

I have not sent this to the client. Would you consider adding the language in red below?

From: Brian Farkas [mailto:bfarkas@goetzfitz.com]
Sent: Friday, January 16, 2015 4:55 PM
To: William Dunnegan; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Hi Bill,

We've had a chance now to speak with our client in response to your reactions to the proposed settlement agreement language. We'd like to suggest the following, which addresses some of your concerns, especially about production in other cases. We do feel it is necessary to maintain the "but not limited to" with the list of examples of publicity:

"The parties and their respective agents and attorneys agree that there shall be no affirmative publicity regarding the terms or existence of this Settlement Agreement. Affirmative publicity includes, but is not limited to, press releases, on-the-record interviews, off-the-record interviews, announcements on social media platforms or websites,  multimedia/video communications, or similar types of communications. The parties agree that they are permitted to provide a copy of the Settlement Agreement when it is responsive to proper discovery demands in litigation. The parties further agree that news reporters for the plaintiff are free to report on the existence of this Settlement Agreement. However, the parties acknowledge that neither they nor their respective attorneys or agents will provide information, give documents, or make statements to such reporters about this Settlement Agreement, particularly its dollar value."

Let us know your thoughts on the above.

Brian

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Friday, January 16, 2015 1:59 PM
To: Brian Farkas; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Brian

I think that we should plan to call the Court and report on our progress, or lack thereof, on Tuesday.

We can use the dial in information below.

US Toll Free 1-877-366-0711
International Local 1-302-709-8446

Participant Passcode 10554674#

Please provide a time on Tuesday when you are available.

Bill

From: Brian Farkas [<mailto:bfarkas@goetzfitz.com>]
Sent: Thursday, January 15, 2015 2:31 PM
To: William Dunnegan; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Hi Bill – We’re conferring with our client and expect to be back to you shortly.

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Thursday, January 15, 2015 2:22 PM
To: Brian Farkas; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

When do you anticipate being able to get back to us on this?

I think the Judge told us to report to her last week.

From: William Dunnegan
Sent: Wednesday, January 14, 2015 2:02 PM

To: 'Brian Farkas'; 'Ronald Coleman'
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Where are we on this?

From: William Dunnegan
Sent: Tuesday, January 13, 2015 2:02 PM
To: 'Brian Farkas'; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Brian,

Thanks.

Can you limit "affirmative publicity" to the examples provided in the agreement?

Can you confirm that we can provide the agreement to an adversary in litigation in response to a proper demand without further restrictions?

Can you confirm that we can tell reporters about the fact of the settlement agreement, but not the settlement amount?

Please get back to me.

Bill

From: Brian Farkas [<mailto:bfarkas@goetzfitz.com>]
Sent: Tuesday, January 13, 2015 1:23 PM
To: William Dunnegan; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Hi Bill,

We've spoken with our client following the call with the judge, and I think we're all on the same page. In broad brush strokes, the settlement would be \$15,000 (check to you within about two weeks) and would include a confidentiality clause. We propose the following clause to the settlement agreement, which we believe summarizes the issues discussed on the call with the court:

"The parties and their respective agents and attorneys agree that there shall be no affirmative publicity regarding the terms or existence of this Settlement Agreement. Examples of affirmative publicity include, but are not limited to, press releases, on-the-record interviews, off-the-record interviews, announcements on social media platforms or websites, or multimedia/video communications. The parties further agree that news

reporters for the plaintiff are free to report on the existence of this Settlement Agreement. However, the parties acknowledge that neither they nor their respective attorneys or agents will provide information, give documents, or make statements to such reporters about this Settlement Agreement, particularly its dollar value.”

If this works, we will go ahead and draft the stipulation of discontinuance and settlement agreement.

Brian

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Tuesday, January 13, 2015 10:05 AM
To: Ronald Coleman
Cc: Brian Farkas; Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Ron,

What is the story? We were supposed to report last week.

I think that we need to call CCC today or tomorrow and tell her something

Bill

From: William Dunnegan
Sent: Monday, December 29, 2014 2:45 PM
To: 'Ronald Coleman'
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Ron,

Did the suggestion of having someone other than the PAC pay the \$15K advance the ball?

Bill

From: Ronald Coleman [<mailto:rcoleman@goetzfitz.com>]
Sent: Tuesday, December 16, 2014 11:52 AM
To: William Dunnegan; Borg, Jennifer
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

No problem.

--

Ronald D. Coleman

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Tuesday, December 16, 2014 11:50 AM
To: Ronald Coleman; Borg, Jennifer
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order
Importance: High

Ron and Jennifer,

I am running out of phone lines. Let's use the following dial in information and I will conference in the judge.

US Toll Free 1-877-366-0711
International Local 1-302-709-8446

Participant Passcode 10554674#

Bill

From: Ronald Coleman [<mailto:rcoleman@goetzfitz.com>]
Sent: Tuesday, December 16, 2014 9:39 AM
To: William Dunnegan
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Thanks

Ronald D. Coleman
Goetz Fitzpatrick LLP | 212.695.8100

----- Original message -----

From: William Dunnegan <wd@dunnegan.com>
Date: 12/16/2014 9:15 AM (GMT-05:00)
To: Ronald Coleman <rcoleman@goetzfitz.com>
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Ron,

I will call your office at a couple of minutes before noon.

Bill

From: Ronald Coleman [<mailto:rcoleman@goetzfitz.com>]
Sent: Thursday, September 18, 2014 5:20 PM
To: William Dunnegan

Cc: Borg, Jennifer; Brian Farkas; John J. Tiemessen (jjt@cplawak.com)
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Thanks, Bill.

I have been actively practicing in the DNJ for my entire career and I have no idea why this judge keeps calling status conferences while there is a pending dispositive motion.

--

Ronald D. Coleman
Goetz Fitzpatrick LLP | 212.695.8100

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Thursday, September 18, 2014 4:09 PM
To: Brian Farkas; Ronald Coleman
Cc: Borg, Jennifer
Subject: FW: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Talk to you folks tomorrow. Cannot imagine that this will last very long.

US Toll Free 1-877-366-0711
International Local 1-302-709-8446

Participant Passcode 10554674#

From: njdefiling@njd.uscourts.gov [<mailto:njdefiling@njd.uscourts.gov>]
Sent: Thursday, September 18, 2014 3:50 PM
To: njdefiling@njd.uscourts.gov
Subject: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

This is an automatic e-mail message generated by the CM/ECF system. Please **DO NOT RESPOND** to this e-mail because the mail box is unattended.
*****NOTE TO PUBLIC ACCESS USERS***** Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.

U.S. District Court

District of New Jersey [LIVE]

Notice of Electronic Filing

The following transaction was entered on 9/18/2014 at 3:49 PM EDT and filed on 9/18/2014

Case Name: North Jersey Media Group Inc. v. SarahPac et al

Case Number: 2:14-cv-00553-CCC-MF

Filer:

Document Number: 33(No document attached)

Docket Text:

TEXT ORDER - Telephone Status Conference set for 9/19/14 at 3:15 p.m. will now proceed at 10:30 a.m. before Magistrate Judge Mark Falk. It shall be plaintiff's counsel's responsibility to arrange for and initiate the conference call. Please mark your calendars accordingly. Ordered by Magistrate Judge Mark Falk on 9/18/14. (LM,)

2:14-cv-00553-CCC-MF Notice has been electronically mailed to:

BRIAN DANIEL FARKAS bdfarkas@gmail.com, bfarkas@goetzfitz.com

JENNIFER A. BORG borgj@northjersey.com

RONALD D. COLEMAN RColeman@goetzfitz.com, hhalpert@goetzfitz.com

2:14-cv-00553-CCC-MF Notice will not be electronically mailed to::

Exhibit L

Brian Farkas

From: William Dunnegan <wd@dunnegan.com>
Sent: Monday, February 09, 2015 5:22 PM
To: Brian Farkas
Cc: Ronald Coleman; Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order
Attachments: Settlement Agreement 020915.pdf

Brian,

I think that we are in agreement as to the attached settlement agreement.

I am also attaching to this e-mail the 9/13/13 agreement, so there is no confusion as to what this is.

Please return a signed copy of the settlement agreement to me in pdf by the close of business tomorrow.

Bill

From: Brian Farkas [mailto:bfarkas@goetzfitz.com]
Sent: Monday, February 09, 2015 12:45 PM
To: William Dunnegan
Cc: Ronald Coleman; Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Bill –

We suggest the following, which is essentially what you'd proposed before but with minor tweaks and the addition of a third clause:

Notwithstanding the foregoing, the parties further agree that: (1) news reporters for the plaintiff are free to report on the existence of the settlement, and about whatever facts they learn from sources other than NJMG; (2) the parties or their respective attorneys or agents may respond to questions about the litigation posed by any third party, except that statements about the case must be limited to confirming its settlement and directing the third party to the court file; and (3) this settlement specifically incorporates, and does not replace, the terms of the Confidentiality Agreement entered into by counsel on September 13, 2013.

Let us know.

Brian

--
Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [mailto:wd@dunnegan.com]
Sent: Monday, February 09, 2015 12:34 PM
To: Brian Farkas
Cc: Ronald Coleman; Richard Weiss; John J. Tiemessen
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Ron and Brian,

We told the Magistrate on 1/29 that if this settlement could not be finalized within 10 days, it cannot be finalized. We are no further along now than we were before Christmas. Moreover, since 1/29, we believe that our position has strengthened.

Accordingly, unless we have a signed agreement resolving this by the close of business tomorrow, we plan to write to the Judge and ask her to reactive the pending motions, and decide them.

Bill

From: Brian Farkas [mailto:bfarkas@goetzfitz.com]
Sent: Monday, February 09, 2015 8:38 AM
To: William Dunnegan
Cc: Ronald Coleman; Richard Weiss; John J. Tiemessen
Subject: Re: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Working on it. Should have something for you this week.

On Feb 9, 2015, at 8:15 AM, William Dunnegan <wd@dunnegan.com> wrote:

Ron and Brian,

Have you made any progress?

Bill

From: Brian Farkas [mailto:bfarkas@goetzfitz.com]
Sent: Thursday, February 05, 2015 1:56 PM
To: William Dunnegan
Cc: Ronald Coleman; Richard Weiss; John J. Tiemessen
Subject: Re: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Hi Bill,

We'll be in touch shortly.

Brian

On Feb 5, 2015, at 1:52 PM, William Dunnegan <wd@dunnegan.com> wrote:

Ron and Brian,

Have you made any progress?

Bill

From: Brian Farkas [mailto:bfarkas@goetzfitz.com]
Sent: Monday, February 02, 2015 6:33 PM
To: William Dunnegan; Ronald Coleman
Cc: Richard Weiss; John J. Tiemessen
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Hi Bill – We’re expecting to be able to speak with our client tomorrow or Wednesday, and will get back to you ASAP afterwards.

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [mailto:wd@dunnegan.com]
Sent: Monday, February 02, 2015 6:29 PM
To: Ronald Coleman
Cc: Richard Weiss; John J. Tiemessen; Brian Farkas
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Ron, any word on this?

From: William Dunnegan
Sent: Friday, January 30, 2015 10:49 AM
To: 'Ronald Coleman'
Cc: Richard Weiss; John J. Tiemessen; Brian Farkas
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

How about this?

Notwithstanding the foregoing, the parties further agree that: (1) news reporters for the plaintiff are free to report on the existence of the settlement, and about what ever facts they learn from sources other than NJMG, and (2) the parties or their respective attorneys or agents may respond freely to questions about the litigation posed by any third party, except that statements about the settlement must be limited to confirming its existence and directing the third party to the court file.

From: Ronald Coleman [mailto:rcoleman@goetzfitz.com]
Sent: Thursday, January 29, 2015 2:13 PM
To: William Dunnegan
Cc: Richard Weiss; John J. Tiemessen; Brian Farkas
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order
Importance: High

There’s a misunderstanding here, and I will take credit for it. Reading your objection, you would seem to have the same “problem” concerning the previous formulation also. Our proposed change was not meant to prevent comment about the litigation but only about the settlement; the problem was that it seemed, if read literally, only to

prohibit disclosing information about the settlement in response to narrow questions about the settlement. So if I understand you properly, maybe this would work?:

Notwithstanding the foregoing, the parties further agree that news reporters for the plaintiff are free to report on the existence of the settlement and that the parties or their respective attorneys or agents shall, in response to questions about the litigation posed by any news reporter or third party, [] say regarding the settlement that its existence can be confirmed and direct the third party to the court file. No reference to the settlement amount may be made in any response or court filing in this case.

--

Ronald D. Coleman
Goetz Fitzpatrick LLP | 212.695.8100

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Thursday, January 29, 2015 1:18 PM
To: Brian Farkas
Cc: Ronald Coleman; Richard Weiss
Subject: Re: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Brian,

We cannot agree to that change. While we have agreed in principle that the settlement amount will be confidential, we cannot agree to keep confidential the facts concerning the litigation (which are otherwise a matter of public record).

Bill

Sent from my Verizon Wireless BlackBerry

From: Brian Farkas <bfarkas@goetzfitz.com>
Date: Thu, 29 Jan 2015 09:48:07 -0600
To: William Dunnegan<wd@dunnegan.com>
Cc: Ronald Coleman<rcoleman@goetzfitz.com>
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Bill – Alright, we were just in contact with our client. We believe we can have an agreement if we replace “questions about the settlement” with “questions concerning the litigation or the settlement”.

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Thursday, January 29, 2015 9:32 AM
To: Brian Farkas
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

That's what we are concerned about. Without the language in red, the sentence you wrote is a complete gag order. We couldn't say what she did.

But we do recognize that on the question of settlement, the following will still control: "may confirm only the fact of the settlement and direct the third party to the court file."

Talk to you shortly.

From: Brian Farkas [<mailto:bfarkas@goetzfitz.com>]
Sent: Thursday, January 29, 2015 9:27 AM
To: William Dunnegan
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Yes, I'll dial in.

We are running the language by our client but haven't heard back yet – it unfortunately takes them some time to approve even minor changes on language. I do believe without that change in red, we have a deal. But with it, we'll need to wait on their approval before Ron and I can sign off. (They're likely going to believe it's overbroad – i.e. that a reporter asks about the case but doesn't mention the settlement, someone from your side would be free to talk).

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Thursday, January 29, 2015 9:23 AM
To: Brian Farkas
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Can you address the language in red before the call?

Can you dial in with the instructions that I sent yesterday?

From: Brian Farkas [<mailto:bfarkas@goetzfitz.com>]
Sent: Thursday, January 29, 2015 9:21 AM
To: William Dunnegan
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Hi Bill – If you call me at ten, I'll patch in Ron (who will be on his cell). Speak to you soon.

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Wednesday, January 28, 2015 5:50 PM

To: Brian Farkas; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Brian,

Could you deal with the language in red?

3. The parties and their respective agents and attorneys agree that there shall be no affirmative publicity regarding the terms or existence of this Settlement Agreement. Affirmative publicity includes, but is not limited to, press releases, on-the-record interviews, off-the-record interviews, announcements on social media platforms or websites, multimedia/video communications, or similar types of communications. The parties agree that they are permitted to provide a copy of the Settlement Agreement when it is responsive to proper discovery demands in litigation. Notwithstanding the foregoing, the parties further agree that news reporters for the plaintiff are free to report on the existence of the settlement and that the parties or their respective attorneys or agents, in response to questions about the settlement posed by any news reporter or third party, may confirm only the fact of the settlement and direct the third party to the court file. No reference to the settlement amount may be made in any response or court filing in this case.

Bill

From: Brian Farkas [<mailto:bfarkas@goetzfitz.com>]
Sent: Wednesday, January 28, 2015 11:35 AM
To: William Dunnegan; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Bill,

Our apologies for the delay in getting this turned around. Our client has now spoken internally with all the stakeholders. We've gotten confirmation that the settlement agreement is acceptable with just a minor tweak to the language of paragraph three. See attached, and let us know your thoughts.

Brian

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Monday, January 19, 2015 9:49 AM
To: Brian Farkas; Ronald Coleman
Cc: Richard Weiss

Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Brian,

We have one additional clarification:

The parties and their respective agents and attorneys agree that there shall be no affirmative publicity regarding the terms or existence of this Settlement Agreement. Affirmative publicity includes, but is not limited to, press releases, on-the-record interviews, off-the-record interviews, announcements on social media platforms or websites, multimedia/video communications, or similar types of communications. The parties agree that they are permitted to provide a copy of the Settlement Agreement when it is responsive to proper discovery demands in litigation. Notwithstanding the foregoing, the parties further agree that news reporters for the plaintiff are free to report on the existence of this Settlement Agreement and that the parties or their respective attorneys or agents, in response to questions posed by any third party, may state that the parties have settled the lawsuit and may confirm the existence of this Settlement Agreement. However, the parties acknowledge that neither they nor their respective attorneys or agents will provide information, give documents, or make statements to such reporters about the details of the Settlement Agreement, particularly its dollar value.”

A revised version is attached.

Bill

From: Brian Farkas [<mailto:bfarkas@goetzfitz.com>]
Sent: Monday, January 19, 2015 8:50 AM
To: William Dunnegan; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Thanks Bill. We will run this past our clients and get back to you.

Brian

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Monday, January 19, 2015 8:34 AM
To: Brian Farkas; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Brian,

We put the language you suggested in the form of a very simple agreement and made some clarifying changes.

Please confirm that the attached document meets with your approval, or let me know what you think should be revised.

Thanks.

Bill

From: Brian Farkas [mailto:bfarkas@goetzfitz.com]
Sent: Friday, January 16, 2015 5:05 PM
To: William Dunnegan; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Yes, the addition of "or similar types of communications" is fine, and bolsters the spirit of the agreement. Let us know once your client takes a look.

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [mailto:wd@dunnegan.com]
Sent: Friday, January 16, 2015 5:01 PM
To: Brian Farkas; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

I have not sent this to the client. Would you consider adding the language in red below?

From: Brian Farkas [mailto:bfarkas@goetzfitz.com]
Sent: Friday, January 16, 2015 4:55 PM
To: William Dunnegan; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Hi Bill,

We've had a chance now to speak with our client in response to your reactions to the proposed settlement agreement language. We'd like to suggest the following, which addresses some of your concerns, especially about production in other cases. We do feel it is necessary to maintain the "but not limited to" with the list of examples of publicity:

"The parties and their respective agents and attorneys agree that there shall be no affirmative publicity regarding the terms or existence of this Settlement Agreement. Affirmative publicity includes, but is not limited to, press releases, on-the-record

interviews, off-the-record interviews, announcements on social media platforms or websites, or multimedia/video communications, or similar types of communications. The parties agree that they are permitted to provide a copy of the Settlement Agreement when it is responsive to proper discovery demands in litigation. The parties further agree that news reporters for the plaintiff are free to report on the existence of this Settlement Agreement. However, the parties acknowledge that neither they nor their respective attorneys or agents will provide information, give documents, or make statements to such reporters about this Settlement Agreement, particularly its dollar value.”

Let us know your thoughts on the above.

Brian

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Friday, January 16, 2015 1:59 PM
To: Brian Farkas; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Brian

I think that we should plan to call the Court and report on our progress, or lack thereof, on Tuesday.

We can use the dial in information below.

US Toll Free	1-877-366-0711
International Local	1-302-709-8446
Participant Passcode	10554674#

Please provide a time on Tuesday when you are available.

Bill

From: Brian Farkas [<mailto:bfarkas@goetzfitz.com>]
Sent: Thursday, January 15, 2015 2:31 PM
To: William Dunnegan; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Hi Bill – We’re conferring with our client and expect to be back to you shortly.

--
Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Thursday, January 15, 2015 2:22 PM
To: Brian Farkas; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

When do you anticipate being able to get back to us on this?

I think the Judge told us to report to her last week.

From: William Dunnegan
Sent: Wednesday, January 14, 2015 2:02 PM
To: 'Brian Farkas'; 'Ronald Coleman'
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Where are we on this?

From: William Dunnegan
Sent: Tuesday, January 13, 2015 2:02 PM
To: 'Brian Farkas'; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Brian,

Thanks.

Can you limit "affirmative publicity" to the examples provided in the agreement?

Can you confirm that we can provide the agreement to an adversary in litigation in response to a proper demand without further restrictions? .

Can you confirm that we can tell reporters about the fact of the settlement agreement, but not the settlement amount?

Please get back to me.

Bill

From: Brian Farkas [<mailto:bfarkas@goetzfitz.com>]
Sent: Tuesday, January 13, 2015 1:23 PM

To: William Dunnegan; Ronald Coleman
Cc: Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Hi Bill,

We've spoken with our client following the call with the judge, and I think we're all on the same page. In broad brush strokes, the settlement would be \$15,000 (check to you within about two weeks) and would include a confidentiality clause. We propose the following clause to the settlement agreement, which we believe summarizes the issues discussed on the call with the court:

"The parties and their respective agents and attorneys agree that there shall be no affirmative publicity regarding the terms or existence of this Settlement Agreement. Examples of affirmative publicity include, but are not limited to, press releases, on-the-record interviews, off-the-record interviews, announcements on social media platforms or websites, or multimedia/video communications. The parties further agree that news reporters for the plaintiff are free to report on the existence of this Settlement Agreement. However, the parties acknowledge that neither they nor their respective attorneys or agents will provide information, give documents, or make statements to such reporters about this Settlement Agreement, particularly its dollar value."

If this works, we will go ahead and draft the stipulation of discontinuance and settlement agreement.

Brian

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Tuesday, January 13, 2015 10:05 AM
To: Ronald Coleman
Cc: Brian Farkas; Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Ron,

What is the story? We were supposed to report last week.

I think that we need to call CCC today or tomorrow and tell her something

Bill

From: William Dunnegan
Sent: Monday, December 29, 2014 2:45 PM
To: 'Ronald Coleman'
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Ron,

Did the suggestion of having someone other than the PAC pay the \$15K advance the ball?

Bill

From: Ronald Coleman [<mailto:rcoleman@goetzfitz.com>]
Sent: Tuesday, December 16, 2014 11:52 AM
To: William Dunnegan; Borg, Jennifer
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

No problem.

--

Ronald D. Coleman
Goetz Fitzpatrick LLP | 212.695.8100

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Tuesday, December 16, 2014 11:50 AM
To: Ronald Coleman; Borg, Jennifer
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order
Importance: High

Ron and Jennifer,

I am running out of phone lines. Let's use the following dial in information and I will conference in the judge.

US Toll Free	1-877-366-0711
International Local	1-302-709-8446
Participant Passcode	10554674#

Bill

From: Ronald Coleman [<mailto:rcoleman@goetzfitz.com>]
Sent: Tuesday, December 16, 2014 9:39 AM
To: William Dunnegan
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Thanks

Ronald D. Coleman
Goetz Fitzpatrick LLP | 212.695.8100

----- Original message -----

From: William Dunnegan <wd@dunnegan.com>
Date: 12/16/2014 9:15 AM (GMT-05:00)
To: Ronald Coleman <rcoleman@goetzfitz.com>
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Ron,

I will call your office at a couple of minutes before noon.

Bill

From: Ronald Coleman [<mailto:rcoleman@goetzfitz.com>]
Sent: Thursday, September 18, 2014 5:20 PM
To: William Dunnegan
Cc: Borg, Jennifer; Brian Farkas; John J. Tiemessen (jjt@cplawak.com)
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Thanks, Bill.

I have been actively practicing in the DNJ for my entire career and I have no idea why this judge keeps calling status conferences while there is a pending dispositive motion.

--

Ronald D. Coleman
Goetz Fitzpatrick LLP | 212.695.8100

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Thursday, September 18, 2014 4:09 PM
To: Brian Farkas; Ronald Coleman
Cc: Borg, Jennifer
Subject: FW: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

Talk to you folks tomorrow. Cannot imagine that this will last very long.

US Toll Free 1-877-366-0711
International Local 1-302-709-8446

Participant Passcode 10554674#

From: njdefiling@njd.uscourts.gov [<mailto:njdefiling@njd.uscourts.gov>]
Sent: Thursday, September 18, 2014 3:50 PM
To: njdefiling@njd.uscourts.gov
Subject: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Order

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District of New Jersey [LIVE]

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Case Name: North Jersey Media Group Inc. v. SarahPac et al

Case Number: 2:14-cv-00553-CCC-MF

Filer:

Document Number: 33(No document attached)

Docket Text:

TEXT ORDER - Telephone Status Conference set for 9/19/14 at 3:15 p.m. will now proceed at 10:30 a.m. before Magistrate Judge Mark Falk. It shall be plaintiff's counsel's responsibility to arrange for and initiate the conference call. Please mark your calendars accordingly. Ordered by Magistrate Judge Mark Falk on 9/18/14. (LM,)

2:14-cv-00553-CCC-MF Notice has been electronically mailed to:

BRIAN DANIEL FARKAS bdfarkas@gmail.com, bfarkas@goetzfitz.com

JENNIFER A. BORG borgj@northjersey.com

RONALD D. COLEMAN RColeman@goetzfitz.com, hhalpert@goetzfitz.com

2:14-cv-00553-CCC-MF Notice will not be electronically mailed to::

Exhibit M

Brian Farkas

From: Brian Farkas
Sent: Wednesday, February 11, 2015 10:14 AM
To: William Dunnegan (wd@dunnegan.com)
Cc: Ronald Coleman
Subject: FW: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Letter

Bill –

I'm confused by your letter to the court. We reached an agreement, and are simply awaiting our client's signature.

Brian

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: njdefiling@njd.uscourts.gov [<mailto:njdefiling@njd.uscourts.gov>]
Sent: Wednesday, February 11, 2015 10:11 AM
To: njdefiling@njd.uscourts.gov
Subject: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Letter

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U.S. District Court

District of New Jersey [LIVE]

Notice of Electronic Filing

The following transaction was entered by WEISS, RICHARD on 2/11/2015 at 10:10 AM EST and filed on 2/11/2015

Case Name: North Jersey Media Group Inc. v. SarahPac et al
Case Number: 2:14-cv-00553-CCC-MF
Filer:
Document Number: 36

Docket Text:
Letter from William Dunnegan. (WEISS, RICHARD)

2:14-cv-00553-CCC-MF Notice has been electronically mailed to:

BRIAN DANIEL FARKAS bdfarkas@gmail.com, bfarkas@goetzfitz.com

JENNIFER A. BORG borgj@northjersey.com

RONALD D. COLEMAN RColeman@goetzfitz.com, hhalpert@goetzfitz.com

2:14-cv-00553-CCC-MF Notice will not be electronically mailed to::

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1046708974 [Date=2/11/2015] [FileNumber=8191877-0]
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646de338cab1f66446a0edf848ac4414af56323ef1a8d178933f2f40fd032]]

Exhibit N

Brian Farkas

From: William Dunnegan <wd@dunnegan.com>
Sent: Wednesday, February 11, 2015 10:21 AM
To: Brian Farkas
Cc: Ronald Coleman; Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Letter

We set a deadline and you did meet it, or request more time.

From: Brian Farkas [<mailto:bfarkas@goetzfitz.com>]
Sent: Wednesday, February 11, 2015 10:14 AM
To: William Dunnegan
Cc: Ronald Coleman
Subject: FW: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Letter

Bill –

I'm confused by your letter to the court. We reached an agreement, and are simply awaiting our client's signature.

Brian

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: njdefiling@njd.uscourts.gov [<mailto:njdefiling@njd.uscourts.gov>]
Sent: Wednesday, February 11, 2015 10:11 AM
To: njdefiling@njd.uscourts.gov
Subject: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Letter

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U.S. District Court

District of New Jersey [LIVE]

Notice of Electronic Filing

The following transaction was entered by WEISS, RICHARD on 2/11/2015 at 10:10 AM EST and filed on 2/11/2015

Case Name: North Jersey Media Group Inc. v. SarahPac et al

Case Number: 2:14-cv-00553-CCC-MF

Filer:

Document Number: 36

Docket Text:

Letter from William Dunnegan. (WEISS, RICHARD)

2:14-cv-00553-CCC-MF Notice has been electronically mailed to:

BRIAN DANIEL FARKAS bdfarkas@gmail.com, bfarkas@goetzfitz.com

JENNIFER A. BORG borgj@northjersey.com

RONALD D. COLEMAN RColeman@goetzfitz.com, hhalpert@goetzfitz.com

2:14-cv-00553-CCC-MF Notice will not be electronically mailed to::

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1046708974 [Date=2/11/2015] [FileNumber=8191877-0]
][7334d8da9e63fc363b74d868b75f17d532d1905e8c333bd3fe9b6d881a9d6781d6f
646de338cab1f66446a0edf848ac4414af56323ef1a8d178933f2f40fd032]]

Exhibit O

Brian Farkas

From: Ronald Coleman
Sent: Wednesday, February 11, 2015 2:35 PM
To: William Dunnegan
Cc: Richard Weiss; Brian Farkas; John J. Tiemessen
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Letter
Attachments: Dunnegan Ltr Sept 16 2013.pdf

Bill, Alaska informs me that the agreement contains an error -- it dates the previous agreement as September 13, but the actual date is September 16th (attached). If we make that correction, we can get it signed immediately. John has been in depts and that is the reason it has taken us so long to turn this around, but, as I said, if your office will make the correction we can get it signed today.

--
Ronald D. Coleman
Goetz Fitzpatrick LLP | 212.695.8100

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Wednesday, February 11, 2015 10:21 AM
To: Brian Farkas
Cc: Ronald Coleman; Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Letter

We set a deadline and you did meet it, or request more time.

From: Brian Farkas [<mailto:bfarkas@goetzfitz.com>]
Sent: Wednesday, February 11, 2015 10:14 AM
To: William Dunnegan
Cc: Ronald Coleman
Subject: FW: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Letter

Bill --

I'm confused by your letter to the court. We reached an agreement, and are simply awaiting our client's signature.

Brian

--
Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: njdefiling@nj.uscourts.gov [<mailto:njdefiling@nj.uscourts.gov>]
Sent: Wednesday, February 11, 2015 10:11 AM
To: njdefiling@nj.uscourts.gov
Subject: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Letter

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U.S. District Court

District of New Jersey [LIVE]

Notice of Electronic Filing

The following transaction was entered by WEISS, RICHARD on 2/11/2015 at 10:10 AM EST and filed on 2/11/2015

Case Name: North Jersey Media Group Inc. v. SarahPac et al

Case Number: 2:14-cv-00553-CCC-MF

Filer:

Document Number: 36

Docket Text:

Letter from William Dunnegan. (WEISS, RICHARD)

2:14-cv-00553-CCC-MF Notice has been electronically mailed to:

BRIAN DANIEL FARKAS bdfarkas@gmail.com, bfarkas@goetzfitz.com

JENNIFER A. BORG borgj@northjersey.com

RONALD D. COLEMAN RColeman@goetzfitz.com, hhalpert@goetzfitz.com

2:14-cv-00553-CCC-MF Notice will not be electronically mailed to::

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Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1046708974 [Date=2/11/2015] [FileNumber=8191877-0] [7334d8da9e63fc363b74d868b75f17d532d1905e8c333bd3fe9b6d881a9d6781d6f646de338cab1f66446a0edf848ac4414af56323ef1a8d178933f2f40fd032]]

Exhibit P

Brian Farkas

From: William Dunnegan <wd@dunnegan.com>
Sent: Wednesday, February 11, 2015 3:03 PM
To: Ronald Coleman
Cc: Richard Weiss; Brian Farkas; John J. Tiemessen
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Letter

Ron,

We meant what we said. We will stand by our letter to the Court.

Bill

From: Ronald Coleman [<mailto:rcoleman@goetzfitz.com>]
Sent: Wednesday, February 11, 2015 2:35 PM
To: William Dunnegan
Cc: Richard Weiss; Brian Farkas; John J. Tiemessen
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Letter

Bill, Alaska informs me that the agreement contains an error -- it dates the previous agreement as September 13, but the actual date is September 16th (attached). If we make that correction, we can get it signed immediately. John has been in depts and that is the reason it has taken us so long to turn this around, but, as I said, if your office will make the correction we can get it signed today.

--
Ronald D. Coleman
Goetz Fitzpatrick LLP | 212.695.8100

From: William Dunnegan [<mailto:wd@dunnegan.com>]
Sent: Wednesday, February 11, 2015 10:21 AM
To: Brian Farkas
Cc: Ronald Coleman; Richard Weiss
Subject: RE: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Letter

We set a deadline and you did meet it, or request more time.

From: Brian Farkas [<mailto:bfarkas@goetzfitz.com>]
Sent: Wednesday, February 11, 2015 10:14 AM
To: William Dunnegan
Cc: Ronald Coleman
Subject: FW: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Letter

Bill --

I'm confused by your letter to the court. We reached an agreement, and are simply awaiting our client's signature.

Brian

--

Brian Farkas
Goetz Fitzpatrick LLP | 212.695.8100 x 331

From: njdefiling@njd.uscourts.gov [mailto:njdefiling@njd.uscourts.gov]
Sent: Wednesday, February 11, 2015 10:11 AM
To: njdefiling@njd.uscourts.gov
Subject: Activity in Case 2:14-cv-00553-CCC-MF North Jersey Media Group Inc. v. SarahPac et al Letter

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Letter from William Dunnegan. (WEISS, RICHARD)

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