

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and between the following parties: (i) Acting New Jersey Attorney General Andrew J. Bruck (“Attorney General”) on behalf of the State of New Jersey (“State”); (ii) Adalex Enterprises Corp. d/b/a Adalex Communications, Advance Telecom Resources, Inc. (collectively, “Adalex”), Adalex’s principals Anthony Parisella (“Parisella”) and Joseph Notarangelo (“Notarangelo”) (altogether, the “Adalex Defendants”); and (iii) Relator Russell Mollica (“Mollica”) (collectively, the “Parties”), through their authorized representatives.

RECITALS

WHEREAS, Adalex are for-profit domestic corporations located and doing business in New Jersey;

WHEREAS, on April 26, 2016, Relator Mollica filed a five-count qui tam Complaint in the Superior Court of New Jersey, Law Division, Middlesex County, captioned State of New Jersey ex. rel. Russell Mollica v. Adalex Enterprises, Inc., Advance Telecom Resources, Inc., Adalex Holdings, LLC, Anthony Parisella, and Joseph Notarangelo, Docket No. MID-L-2520-16, pursuant to, inter alia, the qui tam provisions of the New Jersey False Claims Act, N.J.S.A. 2A:32C-1-18 (“FCA”), alleging that the Adalex Defendants failed to pay employees prevailing wages for work performed on a State contract, as required under New Jersey state laws and regulations (the “Action”);

WHEREAS, on March 29, 2018, pursuant to N.J.S.A. 2A:32C-5(g)(2), the State declined to intervene in the Action;

WHEREAS, on September 10, 2020, the State filed a Motion for Partial Intervention for Good Cause, attaching the State’s proposed Complaint in Partial Intervention (“State’s Proposed

Intervention Complaint”), seeking to intervene and prosecute the State’s FCA claims, and an unjust enrichment claim;

WHEREAS, on September 10, 2020, Adalex filed an Order to Show Cause for Injunctive Relief (“First OTSC”) and Verified Complaint in the Superior Court of New Jersey, Chancery Division, Middlesex County, captioned In re Violations of N.J. False Claims Act, Docket No. MID-C-000137-20, seeking to enjoin the State from continuing its investigations of Adalex once the State had declined to intervene in the Action, which Adalex contended was in violation of the FCA, and which the State denies;

WHEREAS, on September 17, 2020, Judge Arthur Bergman denied the First OTSC and dismissed the action with prejudice, stating that the requested relief arises out of and is available in the Action;

WHEREAS, Adalex then filed an appeal of that dismissal in the Superior Court of New Jersey, Appellate Division, Docket No. A-000601-20T1 (“First OTSC Appeal”), which appeal was dismissed by the Appellate Division without prejudice, on June 17, 2021, during the pendency of the settlement negotiations;

WHEREAS, on September 17, 2020, Adalex filed a second Order to Show Cause (“Second OTSC”) in the Action, seeking to enjoin the State from continuing its investigations of Adalex once the State had declined to intervene in the Action, which Second OTSC has been fully briefed, is pending adjudication by the Court, and which the State disputes;

WHEREAS, on November 5, 2020, Adalex filed a third Order to Show Cause (“Third OTSC”) in the Action, seeking to strike portions of the State’s prior submissions to the Court pursuant to the Uniform Mediation Act, N.J.R.E. 408, New Jersey Rules of Court R. 1:40-4(c), and the Mediation Agreement between the parties;

WHEREAS, Adalex's Third OTSC was denied after a hearing on December 2, 2020;

WHEREAS, while the State's Motion for Partial Intervention and Adalex's Second OTSC remain pending adjudication in the Superior Court of New Jersey, the State, Mollica, and the Adalex Defendants agreed to mediate the Action and the State's Proposed Intervention Complaint;

WHEREAS, on March 16, 2021, the Parties attended a mediation to globally resolve the State's Proposed Intervention Complaint and claims asserted in the Action against the Adalex Defendants;

WHEREAS, at that mediation, the Parties reached an agreement in principle, set forth now in full in this Agreement;

WHEREAS, the Adalex Defendants have denied and continue to deny the allegations contained in the State's Proposed Intervention Complaint and the Action, and have denied and continue to deny that they have violated any law, rule, statute or regulation, or committed any wrong whatsoever, and the Adalex Defendants further assert that this Agreement is not a concession by them that their claims and defenses are not well founded;

WHEREAS, the State has denied and continues to deny the allegations contained in the First, Second and Third OTSC, and the First OTSC Appeal;

WHEREAS, this Agreement is not a concession by the State or Mollica that their claims are not well founded;

WHEREAS, the Parties desire to settle fully and finally all differences between them arising out of the State's Proposed Intervention Complaint and the Action;

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, and to avoid the risk, inconvenience and expense of litigation and without any admission of fault or liability; and

IT IS HEREBY AGREED by and between the Parties as follows:

TERMS AND CONDITIONS

1. **Settlement Payments.** In settlement of the FCA claims raised in the Action and the State's Proposed Intervention Complaint, without admitting liability in any way, and subject to the provisions set forth in Paragraph 3 below, the Adalex Defendants shall pay a total sum of one hundred and seventy-five thousand dollars (\$175,000.00). The Adalex Defendants shall make payments as follows:

a. **\$67,924.20 Initial Lump Sum Settlement Payment to the State.** The Adalex Defendants agree to pay the State the initial lump sum of sixty-seven thousand, nine hundred twenty-four dollars and twenty cents (\$67,924.20) ("Initial Lump Sum Settlement Payment") in one check made payable to "Treasurer, State of New Jersey," on or before fifteen (15) days after the date the Parties sign this Agreement and the State provides the IRS Form W-9 to the Adalex Defendants. The check should be mailed to:

Dana Vasers, DAG
Office of the Attorney General
New Jersey Division of Law
124 Halsey Street, 5th Floor
P.O. Box 45029-5029
Newark, New Jersey 07101

b. **\$92,075.80 in Direct Payments to Two Former Adalex Employees.** The Adalex Defendants shall pay \$92,075.80 directly to two former Adalex employees that the State identified as employees who allegedly failed to receive prevailing wages on a State contract ("Direct Payments to Former Employees").

c. **Yearly Settlement Payments to the State.** The Adalex Defendants shall pay the State \$15,000.00, payable over five years ("Yearly Settlement Payments"), or such

earlier time should the Adalex Defendants so choose, by check made payable to
“Treasurer, State of New Jersey.” The check should be mailed to:

Dana Vasers, DAG
Office of the Attorney General
New Jersey Division of Law
124 Halsey Street, 5th Floor
P.O. Box 45029-5029
Newark, New Jersey 07101

The check must be post-marked by or before the following dates:

- i. \$3,000 by Friday, December 31, 2021;
- ii. \$3,000 by Saturday, December 31, 2022;
- iii. \$3,000 by Sunday, December 31, 2023;
- iv. \$3,000 by Tuesday, December 31, 2024; and
- v. \$3,000 by Wednesday, December 31, 2025.

2. **State’s Division of Funds.** Upon the State receiving the Initial Lump Sum Settlement Payment from the Adalex Defendants, the State will distribute the Initial Lump Sum Settlement Payment as soon as feasible after receipt of the payment as follows:

- a. \$17,500.00 to the False Claims Prosecution Fund pursuant to N.J.S.A. 2A:32C-7(c);
- b. \$25,000.00 to Mollica in satisfaction of his relator share (“Relator Share”) pursuant to N.J.S.A. 2A:32C-7(a), which the State shall distribute to Mollica’s counsel Michael Kaplonski, Esq. and Fred Scampato, Esq. in trust for Mollica, by way of electronic funds transfer pursuant to written instructions provided by Mollica’s Counsel; and
- c. All remaining proceeds, including the Yearly Settlement Payments, shall be deposited in the General Fund pursuant to N.J.S.A. 2A:32C-7(e).

3. **Requirements for Payments Set Forth in Paragraph 1.**

- a. The State shall provide the Adalex Defendants with IRS Form W-9 promptly after execution of this Settlement Agreement.
- b. Mollica and Mollica's counsel expressly understand and agree that the State is only liable to Mollica for a share of the Initial Lump Sum Settlement Payment actually received or collected by the State under this Agreement.
- c. Mollica and Mollica's counsel expressly understand and agree that the Adalex Defendants are not liable to Mollica or to Mollica's counsel for the transmittal of the Relator Share by the State once the Adalex Defendants pay the Initial Lump Sum Settlement Payment to the State.
- d. The Adalex Defendants make no representations to the two former employees as to the tax consequences or liabilities arising from this Agreement. Mollica agrees that he is solely responsible for the payment of any and all income or other taxes, interest, penalties, or other assessments that may be required by applicable law or levied in regard to the Relator Share payment, if any is owed or assessed. Mollica agrees to indemnify and hold Adalex Defendants harmless from any and all tax liabilities, including, without limitation, all taxes, penalties, interest and other costs that may be imposed by the Internal Revenue Service or other state or federal governmental agencies regarding any tax obligations that may arise from the Payment to the extent such taxes, penalties, interest and other costs are imposed or are sought to be collected from Adalex Defendants.

- e. Nothing in this Agreement constitutes an agreement by the State concerning the characterization of the Initial Lump Sum Settlement Payment or the Yearly Settlement Payments for purposes of New Jersey's revenue codes.
- f. Once final payment of the Yearly Settlement Payments has been remitted by the Adalex Defendants to the State, the State shall confirm in writing to Adalex within 30 days of receipt of such payment.

4. **Stipulation of Dismissal with Prejudice.** Within seven (7) calendar days of the State's receipt of the Initial Lump Sum Settlement Payment from the Adalex Defendants, and confirmation of receipt of the Direct Payments to Former Employees , as set forth in Section 1(b) above, the State shall file a Stipulation of Dismissal with Prejudice, calling for (i) withdrawal of the State's Motion for Partial Intervention, (ii) withdrawal of the Adalex Defendants' Second OTSC, (iii) withdrawal of the Adalex Defendants' First OTSC Appeal, and (iv) dismissal of the Action, as set forth in the form attached as **Exhibit A**. Such withdrawals and dismissal, however, shall expressly preserve this Court's jurisdiction to enforce this Agreement.

5. **No Admission of Liability.** This Agreement is a compromise of disputed claims and, except as necessary to seek enforcement pursuant to its terms, this Agreement shall not be used in any presently pending or future litigation, administrative or agency proceeding, or in support of any claim against the Adalex Defendants as evidence of liability or for use in support of any good cause determination of any alleged violation of law. This Agreement shall not be admissible in any proceeding, except in a proceeding seeking its enforcement. The Parties understand and agree that the execution of this Agreement and the payments of all amounts herein are not intended to be, and are not to be construed as, an admission of liability on the part of anyone. The Payments referred to in Paragraph 1 are made solely in settlement of disputed claims

in order to avoid the expense of litigation and with the express denial of any liability by the Adalex Defendants.

6. **The State's Release to the Adalex Defendants.** Subject to the applicable exceptions set forth herein, and conditioned upon the Adalex Defendants' full payments set forth in Paragraph 1(a) and (b), the State, its agencies, departments, officers, agents, and employees, releases, remises, and forever discharges the Adalex Defendants, including, Anthony Parisella and Joseph Notarangelo, and each of their current and former employees, officers, directors, shareholders, attorneys, agents, insurers, parents, subsidiaries, predecessors, successors, assigns, and affiliated and related entities ("Releasees") from any civil or administrative monetary claim, right, demand, controversy, cause of action, suit, obligation, judgment, debt, duty, attorneys' fees, costs, and all other liabilities of any kind or nature whatsoever, whether in law, equity or otherwise, whether known or unknown, suspected or unsuspected, accrued or not accrued, and whether or not asserted, which the State has ever had, now has or may have in the future against the Adalex Defendants for the conduct set forth in the Action or in the State's Proposed Intervention Complaint.

7. **Reserved Claims.** Notwithstanding the releases given in this Agreement, or any other term of this Agreement, the following claims of the State are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code), or New Jersey State or municipal tax law;
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including suspension and debarment rights of any state agency;

- d. Any liability to the State (or its departments and agencies) for any conduct other than the conduct set forth in the State's Proposed Intervention Complaint or the Action;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability for personal injury or property damage or other consequential damages arising from the State's Proposed Intervention Complaint or the Action;
or
- g. Any liability of individuals except those explicitly released by operation of this Agreement.

8. **Mollica's Release to the Adalex Defendants.** Conditioned upon the Adalex Defendants' full payment as set forth in Paragraph 1(a), Mollica, for himself and for his heirs, successors, attorneys, agents, and assigns, releases, remises, and forever discharges the Adalex Defendants and their current and former employees, officers, directors, shareholders, attorneys, agents, insurers, parents, subsidiaries, predecessors, successors, assigns, and affiliated and related entities from any claims, rights, demands, controversies, causes of action, suits, obligations, judgments, debts, duties, attorneys' fees, costs, and all other liabilities of any kind or nature whatsoever, whether in law, equity or otherwise, whether known or unknown, suspected or unsuspected, accrued or not accrued, and whether or not asserted, which he has ever had, now have or may have in the future against the Adalex Defendants for the conduct set forth in the State's Proposed Intervention Complaint or the Action.

9. **The Adalex Defendants' Release to the State.** The Adalex Defendants, on each and their own behalf and on behalf of each of their current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, current or former owners, affiliates,

agents, servants, employees, officers, directors, insurers, and the successors and assigns of any of him or them, fully and finally release and forever discharge the State, its agencies, departments, officers, agents, and employees, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) which the Adalex Defendants asserted, could have asserted, or may assert in the future against the State, its agencies, departments, officers, agents, and employees, related to the conduct set forth in the Action, the State's Proposed Intervention Complaint, the State's investigation and prosecution thereof, including the First, Second and Third OTSCs and the First OTSC Appeal.

10. **Adalex Defendants' Release to Mollica.** The Adalex Defendants, on each of their own behalf and on behalf of his or their current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, current or former owners, affiliates, agents, servants, employees, officers, directors, insurers, and the successors and assigns of any of him or them, fully and finally release and forever discharge Mollica and any and all of Mollica's heirs, successors, attorneys, agents, and assigns, from any claims (including attorney's fees, costs and expenses of every kind and however denominated) that each of the Adalex Defendants, together with his or their parent corporations, subsidiaries, affiliates, agents, servants, employees, officers, directors, and the successors and assigns of any of them have asserted, could have asserted, or may assert in the future against Mollica or his heirs, successors, attorneys, agents, and assigns related to the conduct set forth in the State's Proposed Intervention Complaint.

11. **Mollica's Release to the State.** Mollica and his heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances pursuant to the FCA. Conditioned upon Mollica's receipt of Relator Share in accordance with Paragraph 2 above, Mollica, for himself

and for his heirs, successors, attorneys, agents, and assigns, releases and forever discharges the State, its agencies, departments, officers, agents, and employees, from any claims arising from the filing of the Action, or under the FCA in connection with the State's Proposed Intervention Complaint, and from any claims to a share of the proceeds of this Agreement.

12. **Unallowable Costs**. The Adalex Defendants agree to the following:

a. **Unallowable Costs Defined**: All costs incurred by or on behalf of the Adalex Defendants, their present or former officers, directors, employees, shareholders, and agents in connection with (i) the Action; (ii) the Attorney General's civil investigation of the matters covered by the Action; (iii) the Adalex Defendants' investigation, defense, and corrective actions undertaken in response to the Attorney General's civil investigation in connection with the Action (including attorneys' fees); (iv) the negotiation and performance of this Agreement; and (v) the payments the Adalex Defendants make to the State pursuant to this Agreement; are unallowable costs for government contracting purposes (hereinafter referred to as "Unallowable Costs").

b. **Future Treatment of Unallowable Costs**. The Adalex Defendants shall not charge such Unallowable Costs directly or indirectly to any contract with the State, and shall not cite such Unallowable Costs as the basis for any request for a price increase under any contract with the State in which the State participates.

13. **Communications and Notices**. All communications and notices to be provided under this Agreement shall be provided by both email and overnight mail. Notices made under this Agreement shall be directed as follows:

a. **As to the State:**

Lara J. Fogel
Deputy Attorney General
Office of the Attorney General
P.O. Box 45029-5029
124 Halsey Street, 5th Floor
Newark, New Jersey 07101
lara.fogel@law.njoag.gov

b. **As to Mollica:**

Fred Shahrooz Scampato
Law Offices of Fred Shahrooz Scampato
121 South Euclid Avenue, 2nd Floor
Westfield, New Jersey 07090
scampato@aol.com

Michael Kaplonski
Law Offices of Michael L. Kaplonski
121 South Euclid Avenue, 2nd Floor
Westfield, New Jersey 07090
michael@kaplonskilaw.com

c. **As to the Adalex Defendants:**

Elizabeth Lorell
Gordon Rees Scully Mansukhani, LLP
18 Columbia Turnpike, Suite 220
Florham Park, New Jersey 07932
elorell@grsm.com

Adalex Enterprises Corp. d/b/a Adalex Communications
145 Talmadge Road, Suite 15
Edison, New Jersey 08817
tparisella@adalex.net
jnotarangelo@adalex.net

Advance Telecom Resources, Inc.
145 Talmadge Road, Suite 15
Edison, New Jersey 08817
jnotarangelo@adalex.net
tparisella@adalex.net

14. **Events of Default.**

a. In the event of the failure by the Adalex Defendants to pay the Initial Lump Sum Settlement Payment or any of the Yearly Settlement Payments within seven days of when due, the Attorney General shall provide written notice of the non-payment to the Adalex Defendants (“Notice of Non-Payment”) by (a) delivery in person, (b) a nationally recognized next-day courier service, or (c) first class mail, postage prepaid. Notice so given shall be effective upon receipt confirmation. The Adalex Defendants shall have the opportunity to pay the amount due within seven (7) business days from the date of receipt confirmation of that Notice of Non-Payment. If the Adalex Defendants fail to pay the amount due under this Agreement within seven (7) business days from the date of receipt confirmation of the Notice of Non-Payment, then the Adalex Defendants shall be in default (“Default”).

b. In the event of Default, the Initial Lump Sum Settlement Payment and all Yearly Settlement Payments shall immediately come due, and shall immediately accrue interest at the rate of 10% per annum, computed monthly until paid.

c. If the Adalex Defendants have not cured the default within 90 days of the Notice of Non-Payment, the State may then file an action against Adalex, as the State may determine in its sole discretion, for the amount owed, including interest accrued, via summary proceedings under R. 4:67-6. The State shall be entitled to receive reasonable costs and attorneys’ fees in such action, as determined by the Court.

15. The Parties warrant and represent that each person whose name appears below has the authority to enter into this Agreement on behalf of the Party for whom they are designated signers.

16. This Agreement shall be binding on the Parties, as well as their heirs, assigns, grantees, agents, representatives, employees, successors, attorneys, and insurers.

17. The Parties do not release any claims against any other person or entity not specified herein or not released in any separate agreement.

18. This Agreement may not be amended except by written agreement signed by all of the Parties or their counsel.

19. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

20. Mollica acknowledges that he has had the opportunity to consult with counsel of his choosing prior to entering into this Agreement.

21. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

22. Except as expressly provided for in this Agreement, each Party to this Agreement will bear its/his own legal and other costs incurred in connection with the State's Proposed Intervention Complaint, including the preparation and performance of this Agreement.

23. This Agreement is governed by the laws of the State of New Jersey. The exclusive jurisdiction and venue for any dispute relating to this Agreement will be the Superior Court of New Jersey, Middlesex County.

24. All parties consent to the disclosure of this Agreement, and information about this Agreement, to the public. All parties agree that the terms and conditions of this Agreement are not subject to any non-disclosure agreement.

25. The Parties hereto acknowledge that this Agreement was the result of negotiation and discussion among the Parties. The Parties further acknowledge that this Agreement shall be

deemed to have been jointly prepared and that no particular party is to be deemed the drafter or preparer of this Agreement. Accordingly, to the extent there should later prove to be ambiguities in the Agreement, the Parties agree that such ambiguity shall not be construed in favor of or against any particular Party to this Agreement.

26. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior or contemporaneous agreements between the Parties.

27. Electronic, scanned, or facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

28. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement).

(signature pages follow)

THE ACTING ATTORNEY GENERAL OF NEW JERSEY
ON BEHALF OF THE STATE OF NEW JERSEY

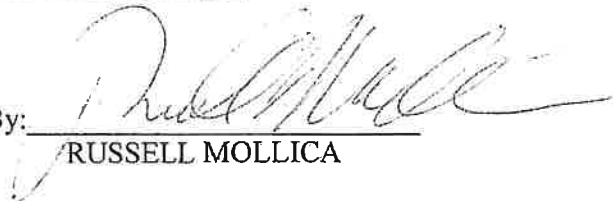
Dated: September 9, 2021

By: Lara J. Fogel

Lara J. Fogel
Kenneth S. Levine
Dana M. Vasers
Deputy Attorneys General
Office of the Attorney General
P.O. Box 45029-5029
124 Halsey Street, 5th Floor
Newark, New Jersey 07101

RELATOR RUSSELL MOLLIKA

Dated: 8/14/21

By: 
RUSSELL MOLLIKA

Dated: _____

By: _____
FRED SHAHROOZ SCAMPATO
Law Offices of Fred Shahrooz Scampato
121 South Euclid Avenue, 2nd Floor
Westfield, New Jersey 07090
Counsel for Russell Mollica

Dated: _____


By: _____
MICHAEL KAPLONSKI
Law Offices of Michael L. Kaplonski
121 South Euclid Avenue, 2nd Floor
Westfield, New Jersey 07090
Counsel for Russell Mollica

RELATOR RUSSELL MOLLIKA


Dated: _____

By: _____
RUSSELL MOLLIKA

Dated: 9/10/21

By: 
FRED SHAHROOZ SCAMPATO
Law Offices of Fred Shahrooz Scampato
121 South Euclid Avenue, 2nd Floor
Westfield, New Jersey 07090
Counsel for Russell Mollica

Dated: 9/10/21

By: 
MICHAEL KAPLONSKI
Law Offices of Michael L. Kaplonski
121 South Euclid Avenue, 2nd Floor
Westfield, New Jersey 07090
Counsel for Russell Mollica

ADALEX ENTERPRISES CORP. d/b/a
ADALEX COMMUNICATIONS


Dated: 9/22/21

By: 
ANTHONY PARISELLA
President


Dated: 9/22/21


By: 
JOSEPH NOTARANGELO
Vice President

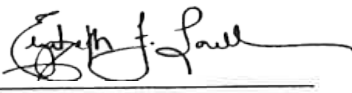
Dated: 9/23/21

By: 
Elizabeth Lorell
Gordon Rees Scully Mansukhani
18 Columbia Turnpike, Suite 220
Florham Park, New Jersey 07932
Counsel for Adalex Enterprises Corp.

ADVANCE TELECOM RESOURCES, INC.

Dated: 9/22/21 By: 
ANTHONY FARISELLA
Vice President

Dated: 9/22/21 By: 
JOSEPH NOTARANGELO
President


Dated: 9/23/21 By: 
Elizabeth Lorell
Gordon Rees Scully Mansukhani
18 Columbia Turnpike, Suite 220
Florham Park, New Jersey 07932
Counsel for Advance Telecom Resources, Inc.

ANTHONY PARISELLA

Dated: 9/22/21

By: 
ANTHONY PARISELLA

Dated: 9/23/21


By: 
Elizabeth Lorell
Gordon Rees Scully Mansukhani
18 Columbia Turnpike, Suite 220
Florham Park, New Jersey 07932
Counsel for Anthony Parisella

JOSEPH NOTARANGELO

Dated: 9-22-21

By: 
JOSEPH NOTARANGELO

Dated: 9/23/21

By: 
Elizabeth Lorell

Elizabeth Lorell
Gordon Rees Scully Mansukhani
18 Columbia Turnpike, Suite 220
Florham Park, New Jersey 07932
Counsel for Joseph Notarangelo

EXHIBIT A

ANDREW J. BRUCK
ACTING ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street, 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

By: Lara J. Fogel (Attorney ID # 038292006)
Deputy Attorney General, Section Chief
(609) 647-9136

STATE OF NEW JERSEY EX. REL. RUSSELL
MOLLICA,

Plaintiffs,

v.

ADALEX ENTERPRISES, INC., ADVANCE
TELECOM RESOURCES, INC., ADALEX
HOLDINGS, LLC, ANTHONY PARISELLA, and
JOSEPH NOTARANGELO,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION,
MIDDLESEX COUNTY

DOCKET NO. MID-L-2520-16

Civil Action

**STIPULATION OF DISMISSAL
WITH PREJUDICE**

IT IS HEREBY STIPULATED AND AGREED that pursuant to R. 4:37-1(a), by and between (i) Andrew J. Bruck, Acting Attorney General of the State of New Jersey (“State”), (ii) Relator Russell Mollica (“Relator”), and (iii) Defendants Adalex Enterprises Corp. d/b/a Adalex Communications, Advance Telecom Resources, Inc., Anthony Parisella, and Joseph Notarangelo (collectively, “Defendants”), all the claims asserted or that could have been asserted in this action are hereby dismissed with prejudice and with no award of fees or costs to any party.

IT IS HEREBY STIPULATED AND AGREED that all of Relator’s claims in this matter against Defendants are hereby withdrawn and dismissed with prejudice, and the State’s pending Motion for Partial Intervention is hereby withdrawn and dismissed with prejudice.

IT IS HEREBY STIPULATED AND AGREED that all claims Defendants have against the Relator and the State in this matter are hereby withdrawn and dismissed with prejudice.


IT IS HEREBY STIPULATED AND AGREED that Defendants will withdraw and dismiss all claims with prejudice against the State contained in *In re Violations of N.J. False Claims Act*, filed in the Superior Court of New Jersey, Appellate Division, A-000601-20T3, within seven (7) days of execution of this Stipulation of Dismissal with Prejudice.

ANDREW J. BRUCK
ACTING ATTORNEY GENERAL OF NEW
JERSEY

By: _____
Lara J. Fogel
Deputy Attorney General, Section Chief
Government & Healthcare Fraud Section
New Jersey Division of Law
Department of Law & Public Safety
124 Halsey Street, 5th Floor
Newark, New Jersey 07101
Attorney for the State


Date: September ____, 2021

DEFENDANTS ADALEX ENTERPRISES,
CORP. D/B/A ADALEX
COMMUNICATIONS, ADVANCE
TELECOM RESOURCES, INC., ANTHONY
PARISELLA, AND JOSEPH
NOTARANGELO

By:  _____
Elizabeth Lorell, Esq.
Gordon Rees Scully Mansukhani
18 Columbia Turnpike, Suite 220
Florham Park, New Jersey 07932
Attorney for Defendants

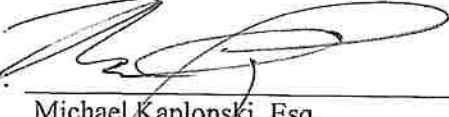
Date: September 23, 2021

RELATOR RUSSELL MOLLIKA

By:  _____
Fred Shahrooz Scampato, Esq.
Law Offices of Fred Shahrooz Scampato
121 South Euclid Avenue, 2nd Floor
West Field, New Jersey 07090
Attorney for Relator

Date: September 10, 2021

RELATOR RUSSELL MOLLIKA

By:  _____
Michael Kaplonski, Esq.
Law Offices of Michael Kaplonski
121 South Euclid Avenue, 2nd Floor
West Field, New Jersey 07090
Attorney for Relator

Date: September ____, 2021