

**SETTLEMENT AGREEMENT**

**Neighbors for a Better Roaming Shores, et al. vs. Dell Rogers, et al.**

**Ashtabula County Court of Common Pleas**

**Case No. 2014-CV-0234**

This Settlement Agreement (hereinafter, "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Neighbors for a Better Roaming Shores, Inc., Barry O'Connell, Joseph W. Petraus and Pat Long ("Plaintiffs"), and Dell Rogers, Ed Baitt, John Martin, Richard Gainar, Tom Sopko and RomeRock Association, Inc. ("Defendants"). Plaintiffs and Defendants are collectively referred to as "Parties".

WHEREAS, the Parties have been involved in a lawsuit captioned *Neighbors for a Better Roaming Shores, et al. vs. Dell Rogers, et al.*, Ashtabula County Common Pleas Court, Case No. 2014-CV-0234, assigned to Judge Gary L. Yost (hereinafter, the "Litigation"); and

WHEREAS, the Parties desire to fully and finally settle all claims and counterclaims which were brought or which could have been brought by Plaintiffs and Defendants (hereinafter, the Litigation Claims), pursuant to the terms, conditions and covenants of this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. A written referendum shall be placed before the active members of RomeRock Association, Inc. ("Association"), to determine whether the Board of Directors shall be limited to \$500,000.00 as the amount it can authorize borrowing on behalf of the Association without member approval as provided in the January 2014 Amendment to Article II, Section 16 of the By-Laws of RomeRock Association, Inc.. The issue will be determined by written referendum

mailed and processed in substantially the same manner as is done with the mailing of ballots for the election of Directors, returned to David King, and opened by David King and someone from James Sennett's office. The Referendum is to be mailed by ordinary mail.

If a majority of those responding indicate the limitation should not be removed, the Amendment stands and no further action is necessary. If a majority of those responding indicate the limitation should be removed, then Article II, Section 16 as adopted January 9, 2014 shall be deemed void, but this does not prevent the Board of Directors ("Board") from passing the same or similar amendment pursuant to the procedures set forth in the then existing By-Laws.

The following is the language to be used for the written referendum referred to in Paragraph #1 above:

The By-Laws of RomeRock Association, Inc., limit the amount the Board of Directors can borrow to \$500,000.00 without member approval. Should that limitation be removed?

YES \_\_\_\_\_

NO \_\_\_\_\_

Only responses received within 28 days of mailing shall be counted.

2. Notice of future Board meetings at which an amendment to the By-Laws is to be considered shall be posted on the Association's website. Such posting shall either include a copy of the proposed amendment or a reference to where a copy can reasonably be obtained.

3. Dismissal with Prejudice. The Parties agree to a mutual dismissal of all claims and counterclaims with prejudice. Parties to bear their own costs.

4. Neighbors for a Better Roaming Shores, Inc. ("Neighbors"). Counsel for Plaintiff to provide appropriate corporate authorization document authorizing Barry O'Connell to execute any and all documents relevant to carrying out this Agreement.

Neighbors agrees to cause the corporation to initiate the dissolution process within 90 days after the filing of the dismissal entry referred to hereinabove and to diligently thereafter complete the dissolution process.

Neighbors represents that Messrs. O'Connell and Petraus and Ms. Long are the only members thereof.

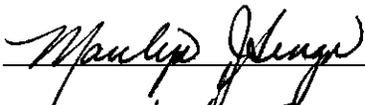
Pending the final dissolution, Neighbors and the three aforementioned members will take no action and make no claims against RomeRock Association, Inc., or the directors of its Board, current or past.

5. Plaintiffs, within seven business days of the filing of the dismissal entry referred to hereinabove, shall pay to RomeRock Association, Inc., the sum of \$900.00 to partially defray the cost of the mailing.

6. Execution of Settlement Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that original signatures will not be required to effectuate the terms of this Agreement and that electronic transmission of original signatures will suffice, but that original signatures shall be exchanged within five business days thereof.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed and dated as set forth below:

NEIGHBORS FOR A BETTER ROAMING SHORES, INC.	PAT LONG
BY _____	_____
TITLE _____	DATE _____
DATE _____	
BARRY O'CONNELL	JAMES A. SENNETT
_____	Attorney for Plaintiffs
DATE _____	_____
	DATE _____
JOSEPH W. PETRAUS	
_____	
DATE _____	
DELL ROGERS	DAVID M. KING
	Attorney for Defendants RomeRock Association, Inc., <del>John Martin and Richard Gainer</del> <sup>and</sup>
DATE <u>9-14-2015</u>	_____
ED BAITT	DATE _____
_____	
DATE _____	
	MARILYN J. SINGER
JOHN MARTIN	Attorney for Defendants RomeRock Association, Inc. Dell Rogers, Ed Baitt, John Martin, Richard Gainer and Tom Sopko
_____	
DATE _____	DATE <u>9/28/15</u>

NEIGHBORS FOR A BETTER ROAMING SHORES, INC. BY _____ TITLE _____ DATE _____	PAT LONG _____ DATE _____
BARRY O'CONNELL _____ DATE _____	JAMES A. SENNETT Attorney for Plaintiffs _____ DATE _____
JOSEPH W. PETRAUS _____ DATE _____	     
DELL ROGERS _____ DATE _____	DAVID M. KING Attorney for Defendants RomeRock Association, Inc., <del>John Martin and Richard Gainar</del> <sup>DMK</sup> _____ DATE 9-28-15
ED BAITT  _____ DATE 9-18-15	     
JOHN MARTIN  _____ DATE 9/16/15	MARILYN J. SINGER Attorney for Defendants RomeRock Association, Inc. Dell Rogers, Ed Baitt, John Martin, Richard Gainar and Tom Sopko  _____ DATE 9/28/15

RICHARD GAINAR

*Richard Gainar*

DATE

*9/22/2015*

TOM SOPKO

*Thomas M Sopko*

DATE

*9/16/2015*

ROMEROCK ASSOCIATION, INC.

BY

*Thomas M Sopko*

TITLE

*President*

DATE

*9/16/2015*

JEFFREY A. FORD

Attorney for Defendant RomeRock  
Association, Inc.

DATE

NEIGHBORS FOR A BETTER ROAMING SHORES, INC.	PAT LONG
BY _____	_____
TITLE _____	DATE _____
DATE _____	
BARRY O'CONNELL	JAMES A. SENNETT Attorney for Plaintiffs
_____	<i>James A. Sennett</i>
DATE _____	DATE <u>9-8-15</u>
JOSEPH W. PETRAUS	
<i>Joseph W. Petrus</i>	
DATE <u>9/7/15</u>	
DELL ROGERS	DAVID M. KING Attorney for Defendants RomeRock Association, Inc., John Martin and Richard Gainar
_____	_____
DATE _____	DATE _____
ED BAITT	
_____	
DATE _____	MARILYN J. SINGER Attorney for Defendants RomeRock Association, Inc. Dell Rogers, Ed Baitt, John Martin, Richard Gainar and Tom Sopko
JOHN MARTIN	_____
_____	DATE _____

NEIGHBORS FOR A BETTER ROAMING SHORES, INC.

BY Barry O'Connell

TITLE TREASURER

DATE 9/2/15

BARRY O'CONNELL

Barry O'Connell

DATE 9/2/15

JOSEPH W. PETRAUS

DATE \_\_\_\_\_

DELL ROGERS

DATE \_\_\_\_\_

ED BAITT

DATE \_\_\_\_\_

JOHN MARTIN

DATE \_\_\_\_\_

PAT LONG

Patricia L. Long

DATE 9/2/15

JAMES A. SENNETT  
Attorney for Plaintiffs

DATE \_\_\_\_\_

DAVID M. KING  
Attorney for Defendants RomeRock  
Association, Inc., John Martin and Richard  
Gainar

DATE \_\_\_\_\_

MARILYN J. SINGER  
Attorney for Defendants RomeRock  
Association, Inc. Dell Rogers, Ed Baitt, John  
Martin, Richard Gainar and Tom Sopko

DATE \_\_\_\_\_

RICHARD GAINAR

DATE \_\_\_\_\_

TOM SOPKO

DATE \_\_\_\_\_

ROMEROCK ASSOCIATION, INC.

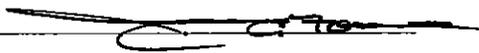
BY \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

JEFFREY A. FORD  
Attorney for Defendant RomeRock  
Association, Inc.

DATE

  
9/14/15