UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

SHORE MEDIA & MARKETING LTD LIABILITY CO. d/b/a SHORE NEWS NETWORK, Plaintiff, v. TOWNSHIP OF TOMS RIVER, and THOMAS NIVISON and DAVID CICCOZZI, in their personal capacities, Defendants.	Civil Action No. 3:26-cv-06206-RK-RLS **MOTION DATE: DECEMBER 7, 2026**

NOTICE OF MOTION TO ENFORCE SETTLEMENT AGREEMENT

TO: TODD J. GELFAND, ESQ., BARKER, GELFAND, JAMES & SARVAS, COUNSEL FOR DEFENDANT TOWNSHIP OF TOMS RIVER; AND DEFENDANTS THOMAS NIVISON AND DAVID CICCOZZI:

PLEASE TAKE NOTICE that on December 7, 2026, or as soon thereafter as counsel may be heard, Plaintiff Shore Media & Marketing Ltd Liability Co. d/b/a Shore News Network ("Shore News"), by and through its undersigned counsel, shall move before the Honorable Robert Kirsch, U.S.D.J., at the Clarkson S. Fisher Building & U.S. Courthouse, 402 East State Street, Trenton, New Jersey, for an Order (1) enforcing the settlement agreement reached between Shore News and Defendants Township of Toms River, Thomas Nivison, and David Ciccozzi ("Defendants") on October 15, 2026, under which Defendants agreed to pay $25,000.00 in full resolution of this action; (2) entering judgment against Defendant Township of Toms River in the settlement amount of $25,000.00; (3) awarding Shore News at least $4,250.00 for attorney's fees incurred for this Motion, with leave to supplement if reply briefing or a hearing is required; (4) directing dismissal of all remaining claims upon satisfaction of that judgment; and (5) granting such other relief as the Court deems just.

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PLEASE TAKE FURTHER NOTICE that in support of this Motion, Shore News shall rely upon the accompanying Brief in Support, the Declarations of Phillip Stilton and Marc J. Randazza, and the exhibits annexed thereto, the pleadings and record on file in this action, including ECF Nos. 10 and 14 and their attachments, and such other and further argument as may be presented to the Court.

PLEASE TAKE FURTHER NOTICE that a proposed form of Order is submitted herewith pursuant to L. Civ. R. 7.1(e).

PLEASE TAKE FURTHER NOTICE that Shore News requests oral argument only in the event that this Motion is opposed.

Dated: October 28, 2026

Respectfully Submitted,

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Counsel for Plaintiff

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CERTIFICATE OF SERVICE

I hereby certify that on October 28, 2026, the foregoing document, together with all accompanying papers, was served on all counsel of record through CM/ECF.

/s/ Vincent S. Verdiramo
Vincent S. Verdiramo, 024691986

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BRIEF IN SUPPORT OF PLAINTIFF'S
MOTION TO ENFORCE SETTLEMENT AGREEMENT

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BRIEF IN SUPPORT OF MOTION TO ENFORCE SETTLEMENT

1.0 INTRODUCTION

On October 15, 2026, defense counsel wrote to Shore News's counsel: "I got approval at $25k (this morning), if that still works." Shore News's counsel answered, "It works." The case settled. Defense counsel told the Court the same thing. ECF No. 15 at 2. Eleven days later, Defendants changed their minds. Settlement has been reached and should be enforced.

The Township has been in default since July 9, 2026. Shore News sought default judgment on September 21, which provoked the Township to initiate settlement discussions, which began October 2. On October 15, the Township agreed to pay $25,000.

The Township now claims that it should be able to back out of the settlement, because it did not realize that it paid toward the amount sought by Count IV, breach of contract, on July 15, 2026. The other counts are not resolved. If the Township forgot that it paid this sum, the payment was clearly stated in the Motion for Default (ECF No. 10, filed Sept. 21) and then again in the Amended Motion (ECF No. 14, filed Oct. 13). Defense counsel had ECF No. 10 for 24 days before the settlement, and the second motion for default for two days. But, now defense counsel says he didn't check on the payment status until after he made an offer that was accepted. ECF No. 15 at 2. These were not buried details. They were front and center acknowledgments in the two motions.

The $25,000 was not to settle the invoices in Count IV. It was to compromise, quite cheaply, what remained in the case: nearly $30,000 in fees and costs, $100,000 in punitive damages against the individual Defendants, loss-of-use damages, and injunctive relief. Defendants made a sensible deal. In fact, it was a great deal. The Township cannot now walk away from it. Shore News asks the Court to enforce the settlement, enter judgment for $25,000, and award the modest cost of this motion, to be supplemented once this motion practice has come to a conclusion.

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2.0 STATEMENT OF FACTS

2.1 The Lawsuit, the Default, and the July Payment

From January to May 2026, Shore News published advertising for the Township and billed them $20,417.55. On May 13, 2026, the Township Council voted 4–3 not to pay the bill for reasons stated on the record that clearly violated the First Amendment. Defendants Nivison and Ciccozzi explained on the record that they objected to Shore News's political coverage, and Shore News would not give them space to respond to political reporting they disagreed with. They voted to retaliate against Shore News after both the Mayor and the Township Attorney warned them that withholding payment for that reason would be unlawful. ECF No. 14-2 ¶¶ 3, 6–7.

Shore News sued on May 28, 2026. ECF No. 1. All three Defendants were served on June 10. ECF Nos. 6–8. Mr. Gelfand appeared for the Township on June 26, ECF No. 5, but no Defendant answered, and the Clerk entered default against all of them on July 9, 2026. On July 13, Mr. Gelfand asked whether Shore News would consent to lifting the Clerk's default, and Shore News agreed the next day. ECF No. 14-9. But still no responsive pleading was filed.

To mitigate their damages on Count IV, on July 15, 2026, the Township paid the invoices. ECF No. 14-2 ¶¶ 8–9. On August 26, Mr. Gelfand wrote that he had been in touch with Defendant Ciccozzi and had gotten "some needed background from Tom's River," and he asked for a few more days to answer. ECF No. 14-10. Still nothing was filed. Still Toms River is in default.

2.2 Both Default Judgment Motions Disclosed the Payment

Shore News moved for default judgment on September 21, 2026. ECF No. 10. The first page of its brief said that the Township had paid $20,417.55 on July 15, and the brief went on to explain why the case was not moot. ECF No. 10-1 at 1–2. The motion sought $19,545 in fees and $705 in costs. ECF No. 10-4. A week later, the Court issued a Text Order inviting an amended motion for default judgment. ECF No. 13.

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Shore News filed its Amended Motion on October 13, 2026. ECF No. 14. Page 2 of the brief again clearly discussed the July 15, 2026, payment. ECF No. 14-1 at 2. The motion sought loss-of-use and nominal damages, $100,000 in punitive damages against each of Nivison and Ciccozzi, declaratory and injunctive relief, and now $29,275 in fees plus $705 in costs, supported by itemized time records. *Id.* at 7–8, 16–21; ECF No. 14-3 ¶¶ 36–38; ECF No. 14-12.

2.3 The Negotiations Concerned Fees and the Remaining Claims

On July 19, 2026, Mr. Randazza wrote that if the Township wanted "to pay the bill **and** my client's fees, which are a shade under $15,000 right now, we can work things out." Declaration of Marc J. Randazza ("Randazza Decl.") at ¶¶ 3, 6; **Exhibit A**. (emphasis added)

On October 2, 2026, 11 days after ECF No. 10 was filed, Mr. Gelfand wrote that he had a note that the case might settle for $15,000. Given that the bills were paid on July 15, 2026, this would make logical sense that he would now offer "my client's fees" of about $15,000 (albeit that was the amount incurred in July).

Gelfand apologized "for leaving it until you filed a motion," and asked whether that figure was still available "or a new demand if need be." Randazza Decl. at ¶ 4; **Exhibit B**. Mr. Randazza responded with $27,540. Mr. Gelfand asked, "$12540 just because i made you file a motion? was there additional work necessitated?" He added that "20/22 might be reasonable." *Id*. Mr. Randazza proposed meeting in the middle at $25,000. *Id.*

Over the next two weeks, Mr. Gelfand worked to get $25,000 approved. He reported trouble reaching the insurance adjuster on October 3, 2026. On October 5, he wrote that a newly assigned adjuster had asked him to put the request in writing for her supervisor. On October 12, he proposed telling the Court that the case "may be on the brink of settlement." *Id.* After Shore News filed its Amended Motion on October 13, 2026, Mr. Randazza wrote that he expected the parties could "get this put to bed before the court rules." *Id.*

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2.4 Defendants Accept, Then Try to Back Out

At 7:17 a.m. on October 15, 2026, Mr. Gelfand wrote: "I got approval at $25k (this morning), if that still works." Mr. Randazza replied at 7:40 a.m.: "It works." Mr. Randazza asked Mr. Gelfand to confirm that Defendants would pay the $25,000 within ten days. Mr. Gelfand raised no objection. Randazza Decl. at ¶ 7; **Exhibit B**. Defendants did not do so. They are in breach.

On October 26, Mr. Randazza inquired about the unreceived check. Mr. Gelfand replied he was "checking to make sure the invoices had not been paid already" and claimed he had just learned they were. Mr. Randazza explained the $25,000 was for the fees spent to achieve that. *Id.*

Now, Defendants request that the Court adjourn the Amended Default Judgment Motion (ECF No. 15). Nothing in that request makes sense based on anything that came before it. But the filing by Toms River confirms every fact the Court needs to enforce settlement. The letter confirms that on October 15, Toms River counsel "advised that settlement authority had been obtained," Shore News's counsel "responded that the proposed resolution was acceptable," and that he understood the matter to have been "resolved in principle." *Id.* at 2. It also acknowledges that the Amended Motion disclosed the July 15 payment, that the payment does not dispose of the constitutional claims, and that "substantial remaining demands, including personal punitive damages, attorney's fees, and prospective relief" were still in the case. *Id.* at 2–3. On October 27, Mr. Randazza asked Mr. Gelfand to confirm in writing that Defendants would pay the $25,000 within seven days. Mr. Gelfand responded he "can't and won't confirm that." **Exhibit C**.

3.0 ARGUMENT

3.1 The Parties Reached a Binding Settlement

A district court may enforce a settlement. *Hobbs & Co. v. Am. Investors Mgmt., Inc.*, 576 F.2d 29, 33–34 (3d Cir. 1978). An evidentiary hearing is needed only when material facts about the existence or terms of the settlement are genuinely in dispute. *Tiernan v. Devoe*, 923 F.2d 1024, 1031–32 (3d Cir. 1991).

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New Jersey contract law applies. *See Longo v. First Nat'l Mortg. Source*, 523 F. App'x 875, 878 (3d Cir. 2013). A settlement is a contract, *Nolan v. Lee Ho*, 120 N.J. 465, 472 (1990), and because "[s]ettlement of litigation ranks high in our public policy," *Jannarone v. W.T. Co.*, 65 N.J. Super. 472, 476 (App. Div. 1961), courts enforce settlements absent "fraud or other compelling circumstances," *Pascarella v. Bruck*, 190 N.J. Super. 118, 124–25 (App. Div. 1983); *Jennings v. Reed*, 381 N.J. Super. 217, 227 (App. Div. 2005). Public policy favors settlements, which are enforceable where there is a meeting of the minds on the material terms, and a court may set one aside only on clear and convincing proof of "coercion, deception, fraud, undue pressure, or unseemly conduct." *U.S. Liab. Ins. Co. v. Marago*, No. 22-1913 (ZNQ) (RLS), 2024 U.S. Dist. LEXIS 246365, at *3 (D.N.J. May 13, 2024) (*quoting Kaur v. Assured Lending Corp.*, 405 N.J. Super. 468, 475 (App. Div. 2009)).

The material terms are clear and very limited: Defendants would pay $25,000, and the case would end. Shore News proposed that figure on October 2, 2026. Defendants accepted on October 15 after obtaining carrier approval, and Shore News confirmed. Defense counsel described the exchange to the Court in the same terms. ECF No. 15 at 2. An attorney's email accepting a settlement offer binds the client under New Jersey law, *Longo*, 523 F. App'x at 878, and a settlement need not be signed or written down to be enforceable, *Pascarella*, 190 N.J. Super. at 124–25; *Jennings*, 381 N.J. Super. at 227–29; *Marago*, 2024 U.S. Dist. LEXIS 246365, at *4. A check and a notice of settlement was all that was left to be done here. When the essential terms are agreed, a settlement "will be enforced notwithstanding the fact the writing does not materialize because a party later reneges." *Lahue v. Pio Costa*, 263 N.J. Super. 575, 596 (App. Div. 1993).

3.2 Defendants' Claimed Misunderstanding Is Not Reasonable

Defendants' claimed reason for backing out is that their counsel thought the $25,000 included the invoices, paid on July 15 (when settlement talks began on October 2). A belief held

by one side, and never communicated to the other, does not undo a contract. "[A] unilateral mistake of fact unknown to the other party is not ordinarily grounds for avoidance of a contract . . . ." *Intertech Assocs., Inc. v. City of Paterson*, 255 N.J. Super. 52, 59 (App. Div. 1992). When Party A has no reason to know the meaning Party B attaches to their agreement and Party B has reason to know the meaning attached by Party A, then Party A's understanding controls. Restatement (Second) of Contracts § 20(2)(b) (1981).

Defendants had every reason to know what Shore News meant, and plenty of time to find out. The Township made the July 15 payment itself. If it forgot, Shore News put it on page 1 of a brief served on September 21, 2026, and on page 2 of a brief served on October 13, 2026. Mr. Gelfand received both filings. When he opened negotiations on October 2, 2026, he referred to that very motion. He had ECF No. 10 for nearly a month before he accepted settlement. Mr. Gelfand obtained authority, accepted on October 15, and if the claim is to be credited, he only then, on October 26, asked the Township's Purchasing Agent whether the invoices had been paid. ECF No. 15 at 2; **Exhibit B**. First, the July 15 payment is irrelevant to resolution of the remainder of the case – that much was made clear in both ECF Nos. 10 and 14.

But even if it was relevant, the claim is that the settlement was agreed to on October 15, and only 11 days after that did defense counsel "check" on a payment status? A payment status that has no relevance to the remainder of the claims or what default judgment sought to achieve. A party that accepts a deal first and then checks facts 11 days later bears the risk of what the check reveals. A claimed understanding that is inconsistent with a statement on page one of a brief served nearly a month earlier is not a *reasonable* misunderstanding.

The negotiation began from Shore News's July 19 email that the Township should "pay the bill and my client's fees, which are a shade under $15,000." Shore News made it clear that the $15,000 was its attorneys' fees and is lower than the $20,417.55 the invoices totaled. When the

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demand rose, Mr. Gelfand asked whether the increase was "because i made you file a motion." And his own counterproposal, "20/22," makes sense only if the invoices were already paid. If he believed the settlement had to cover the invoices, that range would have left Shore News between *negative* $417.55 and about $1,600 for its fees, and every other aspect of this case. $1,600 to cover $30,000 in fees and $200,000 in punitive damages, and injunctive relief? No one would describe that as reasonable – not even the Defendants.

Even if the misunderstanding *were* reasonable, it would not justify rescission. New Jersey allows a party to avoid a settlement for unilateral mistake only where, among other things, the mistake occurred despite the exercise of *reasonable care*, enforcement would be unconscionable, and rescission would not seriously prejudice the other party. *See Villanueva v. Amica Mut. Ins. Co.*, 374 N.J. Super. 283, 289–90 (App. Div. 2005). None of those conditions exist here.

First, there was no reasonable care. The fact in question was in the Township's own records for months and on this Court's docket for weeks, and counsel claims to have searched for it only after he had accepted a settlement offer. ECF No. 15 at 2. Unreasonable.

Second, enforcement is not unconscionable. In fact, it is *merciful* toward the Defendants. The July payment may have mitigated Shore News's Count IV, but it did not resolve the fee claim or the constitutional claims, as the Township acknowledges. *Id.* at 2–3; *see Mason v. City of Hoboken*, 196 N.J. 51, 73–76 (2008) (fees available under the New Jersey Civil Rights Act where the lawsuit caused the relief obtained). Paying $25,000 to end that exposure is a more than reasonable compromise. In fact, opposing default and answering will likely consume that much in fees alone. And if Toms River is unfortunate enough to have the default lifted, costs of defense of the case will dwarf a mere $25,000. It is puzzling why anyone would advise the Defendants that they should spend defense fees in order to oppose default, to oppose settlement, and then buy themselves another year of litigation, and then face the prospect of what further impact this case

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could have on them, when it could all be over for $25,000 that they already agreed to. It might be unconscionable to make the Defendants spend multiples of the settlement amount to face some certain liability, and potentially six figures in defense costs and damages.

Third, rescission would prejudice Shore News. Shore News accepted less than its fees to end the case, stopped litigating, and waited to be paid. Shore News engages in investigative and controversial journalism. It makes editorial decisions at times in order to avoid litigation, to avoid fighting more than one case at a time. Those editorial decisions were made, and while no new litigation has spawned, risks were taken. *See* Declaration of Phillip Stilton ("Stilton Decl.") at ¶ 3.

Defendants, who have been in default since July 9, 2026, want to now use the settlement period as a do-over period. Unreasonable remorse about a settlement is not a "compelling circumstance[]" that tells a court to set a settlement aside. *Pascarella*, 190 N.J. Super. at 124-25.

3.3 The Court Should Enter Judgment for $25,000

Shore News asks the Court to enforce the settlement and enter judgment against the Township of Toms River for $25,000, with post-judgment interest under 28 U.S.C. § 1961. Once the judgment is paid, Shore News will file a satisfaction. This would moot ECF No. 15.

3.4 Defendants Should Pay the Cost of This Motion

Shore News bargained for an end to this case. Instead, it has to bring another motion. The New Jersey Civil Rights Act provides for reasonable fees and costs to a party that obtains relief through litigation of its claims. N.J.S.A. 10:6-2(f); *Mason*, 196 N.J. at 73–76. The $25,000 Shore News recovers through this motion is not that entire relief, but it represents a compromise.

However, more relief is due. The time reasonably spent securing a recovery under a fee-shifting statute is itself compensable. *Prandini v. Nat'l Tea Co.*, 585 F.2d 47, 53 (3d Cir. 1978). Defendants accepted settlement with all the facts in hand, then just ignored the Plaintiff until it made an inquiry, and only then decided that they didn't like the deal they made. Shore News has

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had to bring more motion practice – and avoiding that was the whole point of settlement. Fees are also available where a party fails to honor a settlement without justification, as that is bad faith. *Marago*, 2024 U.S. Dist. LEXIS 246365, at *3–5 (recommending fees on motion to enforce where defendant failed to perform "without any justification"); *see Hobbs*, 576 F.2d at 35 n.18; *Chambers v. NASCO, Inc.*, 501 U.S. 32, 45–46 (1991).

This motion took about four hours of Mr. Randazza's time at his rate of $1,000, a rate supported in this case. Randazza Decl. ¶¶ 9-10; ECF No. 14-3 ¶¶ 20–21; ECF No. 14-5. It also consumed approximately one hour of Attorney Alex Shepard's time, and approximately five hours of paralegal time. Additionally, Verdiramo & Verdiramo Esqs. PA's attorneys and paralegals incurred approximately $1,000 in fees on this motion. In total, Plaintiff has incurred $6,750.00 in fees for this motion. However, Plaintiff asks the Court to award only a compromised figure of $4,250.00. Thus, Shore News asks for $4,250.00, with leave to supplement under L. Civ. R. 54.2 for time spent on any reply or further practice made necessary here.

4.0 CONCLUSION

Shore News asks the Court to enforce the settlement, enter judgment against the Township for $25,000, and award the cost of this motion, no less than $4,250.00.

Dated: October 28, 2026

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Respectfully Submitted,

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Counsel for Plaintiff

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CERTIFICATE OF SERVICE

I hereby certify that on October 28, 2026, the foregoing document, together with all accompanying papers, was served on all counsel of record through CM/ECF.

/s/ Vincent S. Verdiramo
Vincent S. Verdiramo, 024691986

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

SHORE MEDIA & MARKETING LTD LIABILITY CO. d/b/a SHORE NEWS NETWORK, Plaintiff, v. TOWNSHIP OF TOMS RIVER, and THOMAS NIVISON and DAVID CICCOZZI, in their personal capacities, Defendants.	Civil Action No. 3:26-cv-06206-RK-RLS **MOTION DATE: DECEMBER 7, 2026**

SECOND DECLARATION OF PHILLIP STILTON IN SUPPORT OF PLAINTIFF'S MOTION TO ENFORCE SETTLEMENT AGREEMENT

I, Phillip Stilton, of full age, declare as follows:

1. I am the CEO and Editor of Shore Media & Marketing Ltd Liability Co. d/b/a Shore News Network ("Shore News"), the Plaintiff in this action. I make this declaration on personal knowledge in support of Shore News's Motion to Enforce Settlement Agreement. I previously submitted a declaration in this action. ECF No. 14-2.

2. Shore News publishes investigative and, at times, controversial journalism, including reporting on local government in Toms River and Ocean County. These controversial topics include political and social events, while maintaining neutrality and professionalism. Those controversial topics often generate emotional responses from the subjects of those reports (politicians, businesses, criminal defendants, etc.), but the company adheres to one simple core philosophy: present the *truth* without sensationalizing or distorting it. At no time did any member of the Toms River Council say on the record that it disputes the accuracy or truthfulness of any of the opinions or news reports published, only simply that they do not like our opinions and that they did not take advantage of all opportunities given to them for rebuttal and/or to provide Shore News

with additional context. Shore News always reaches out to the township through its public information channels for responses from government entities. Their complaint has never been about the accuracy or truthfulness of any report; it is simply that they do not "have a say" in the independent news service's reporting. At no time has any of the defendants communicated this directly with Shore News via email, telephone, text, or any other of the many communication options the company has made available to all readers.

3. Because of the nature of that reporting, Shore News faces the risk of litigation from the people and institutions it covers. Shore News is a small publication, and where it can, it avoids being involved in more than one lawsuit at a time. That consideration sometimes affects its editorial decisions, which are backed by the company's editorial standards and guidelines to truth and accuracy.

4. At all times, Shore News ensures all of its media coverage is based on facts and accuracy and adheres to the substantial truth doctrine at all times. Shore News has a strong and written ethics policy, corrections policy, and publishes its contact information prominently on all pages to allow for subjects of the news to contact the company at any time for retractions, corrections, comments and to provide additional facts that may not have been known otherwise.

5. All avenues for communication are clearly identified on every single page served by www.shorenewsnetwork.com:

- Contact Information: https://www.shorenewsnetwork.com/contact-us/
- Corrections Policy: https://www.shorenewsnetwork.com/corrections-policy/
- Ethics Policy: https://www.shorenewsnetwork.com/ethics-policy/
- Fact Checking Policy: https://www.shorenewsnetwork.com/fact-checking-policy/
- As well as other open disclosures for public view such as Terms of Service, Privacy Policies, Diversity Policy, Publishing Principles, Ownership and Disclosure information.

6. Each of those links, which are prominently displayed at the bottom of each news article have clear telephone numbers and email addresses for any dissent, corrections, or disputes.

7. At no time did the defendants communicate their stance before that meeting.

8. I have been in the media business since 1996 and have operated my own media business since 2008 and have only been sued twice for any allegations regarding libel, slander, or other accusations of unethical behavior.

9. Each time, those cases were dismissed in favor of Shore News. *Mehta vs. Shore News Network*, and *Ibrabim Mohahamed vs. Shore News Network*.

10. It is my belief that their actions were taken solely to "silence" my First Amendment rights and to cause financial harm to the business, and to cause reputational harm to myself and my business.

11. On or about October 15, 2026, I was informed by counsel that this case had settled for $25,000. My attorney, Marc Randazza notified me that the case was to be settled and although I was not happy with the settlement details, I had given approval to settle the case so as not to prolong the matter for all involved. I believed it was a good faith offer on behalf of the defendants with the assumption that they would not continue using their elected office to try to silence free speech or to cause reputational and financial harm to my business while abusing their power as government officials. As in all good settlements, I realized that not everyone will be happy at the end of the day, but that all sides would have agreed that actions were a violation and that the defendants would be obligated to not continue their violation of my First Amendment rights.

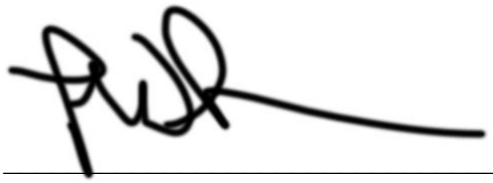
12. In reliance on that settlement, and believing this case was over, Shore News made editorial decisions that it would not otherwise have made while this case was pending, including resumed fair, balanced and truthful coverage of Toms River's political and governmental actions.

13. To date, no new litigation has resulted from those decisions, but Shore News took on risk that it would not have taken with this case still active. And those risks now remain outstanding.

14. If the settlement is not enforced and this case continues, I am going to need to lower my risk tolerance for my investigative work a magnitude lower than what it otherwise would have been to account for the ongoing Toms River litigation and the risks that I have reasonably taken since hearing about the settlement, and this will affect my editorial content for at least until this case is over, and statutes of limitations run on articles published since the settlement was agreed upon. The prolonging of this matter will effectively allow the Township of Toms River to use government resources as a weapon against my First Amendment rights.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on: October 27, 2026.



Phillip Stilton
President - Shore Media and Marketing, LLC

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

SHORE MEDIA & MARKETING LTD LIABILITY CO. d/b/a SHORE NEWS NETWORK, Plaintiff, v. TOWNSHIP OF TOMS RIVER, and THOMAS NIVISON and DAVID CICCOZZI, in their personal capacities, Defendants.	Civil Action No. 3:26-cv-06206-RK-RLS **MOTION DATE: DECEMBER 7, 2026**

DECLARATION OF MARC J. RANDAZZA IN SUPPORT OF MOTION TO ENFORCE SETTLEMENT AGREEMENT

I, Marc J. Randazza, declare as follows:

1. I am admitted *pro hac vice* in this action (ECF No. 11) and am the managing partner of Randazza Legal Group, PLLC, counsel for Plaintiff Shore Media & Marketing Ltd Liability Co. d/b/a Shore News Network ("Shore News"). I make this declaration on personal knowledge in support of Shore News's Motion to Enforce Settlement Agreement.

2. I negotiated the settlement on behalf of Shore News with Todd J. Gelfand, Esq., counsel for the Township of Toms River. Our communications about the figures discussed below were by email.

3. Attached as **Exhibit A** is a true and correct copy of an email chain among Mr. Gelfand, Vincent S. Verdiramo, Esq., and me dated July 13 through July 19, 2026.

4. Attached as **Exhibit B** is a true and correct copy of an email chain between Mr. Gelfand and me dated October 2 through October 27, 2026.

5. Attached as **Exhibit C** is a true and correct copy of my email to Mr. Gelfand dated October 27, 2026, asking him to confirm by the close of business that day that Defendants would

pay the $25,000 within seven days, and Mr. Gelfand's response the same day, in which he stated that he "can't and won't confirm that."

6. My July 19, 2026, email clearly expressed that Shore News' bills were due, and the attorney's fees incurred by that date were, "a shade under $15,000." Every figure I proposed in October 2026, including $27,540.00 and the $25,000.00 the parties agreed on, was proposed to resolve Shore News's remaining claims, including its claims for fees and costs, loss-of-use and nominal damages, punitive damages, and declaratory and injunctive relief. I never proposed, and Mr. Gelfand never told me he understood, that any part of the settlement sum would pay the already-paid invoices the Township paid on July 15, 2026.

7. On October 15, 2026, at 7:17 a.m., Mr. Gelfand wrote that he had obtained approval at $25,000 and asked whether that still worked. At 7:40 a.m., I replied that it did. Later that day, I asked that Defendants send a check payable to the Randazza Legal Group Trust Account within ten days, after which Shore News would file a notice of settlement. Mr. Gelfand did not object or identify any open term.

8. Relying on the settlement, Shore News stopped further litigation work and waited for payment. Mr. Gelfand first raised a "misunderstanding" on the evening of October 26, 2026, after I asked for a status update because no payment had arrived.

9. Preparing this motion and its supporting papers took approximately four hours of my time. My customary rate of $1,000 per hour is supported in my earlier certification in this action (ECF No. 14-3 ¶¶ 20–21) and in the certification of Vincent S. Verdiramo, Esq. (ECF No. 14-5). It then took approximately one hour of Attorney Alex J. Shepard's time, a colleague of mine who completed some finalization and cite checks on my draft. It then took approximately five hours of paralegal time. Additionally, Verdiramo & Verdiramo Esqs. PA's attorneys and paralegals incurred approximately $1,000 in fees on this motion.

10. At that rate, the fee for this motion is $6,750.00.

11. However, we ask the Court to award only a compromised figure of $4,250.00, with leave to supplement under L. Civ. R. 54.2 for any additional time required for any reply, hearing, or further practice.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on October 28, 2026.

/s/ Marc J. Randazza
Marc J. Randazza

Exhibit A

Email Chain Between Counsel,
July 13–19, 2026

Shore Media v. Toms River – email chain, July 13–19, 2026

Complete chain, in chronological order (Eastern time). Signature blocks and quoted prior messages are omitted.

Todd Gelfand <tgelfand@barkerlawfirm.net> Mon, Jul 13, 2026 at 7:56 AM

To: Vincent Verdiramo <vincent@verdiramolaw.com> | Cc: Kay Reichel <kreichel@barkerlawfirm.net>

Mr. Verdirano,

I am writing regarding the Clerk's Entry of Default entered on July 9, 2026, in the above captioned matter.

Defendants intend to appear and defend this, and we would like to avoid motion practice over the default. Please advise whether Plaintiff will consent to vacating the Clerk's Entry of Default and permitting Defendants to file an answer, motion, or other response to the Complaint within fourteen days of entry of a consent order.

If Plaintiff consents, I have copied my staff for preparation of, and filing, a proposed consent order vacating the default and setting the response deadline.

Please let us know your position at your earliest convenience.

Thank you,
Todd

Vincent Verdiramo <vincent@verdiramolaw.com> Tue, Jul 14, 2026 at 10:01 AM

To: Todd Gelfand <tgelfand@barkerlawfirm.net>, Marc Randazza <mjr@randazza.com> | Cc: Kay Reichel <kreichel@barkerlawfirm.net>

Good morning Todd,

I was out yesterday, thus this reply today.

Yes, of course, we will consent and extend that courtesy.

If you'd like to discuss merits prior to filing the answer fell free to reach out and we can set up a zoom meeting with lead counsel Marc Randazza.

VSV

Todd Gelfand <tgelfand@barkerlawfirm.net> Sun, Jul 19, 2026 at 2:27 PM

To: Vincent Verdiramo <vincent@verdiramolaw.com>, Marc Randazza <mjr@randazza.com> | Cc: Kay Reichel <kreichel@barkerlawfirm.net>

Thanks Vincent.

As to merits, I had started working through a Rule 12(b)(6) motion, and I wanted to send along the general outline of where I think the issues may be headed. I recognize you may not agree with all/any of it substantively, but I thought it made sense in response in case there are issues we can discuss narrowing before motion practice proceeds.

From our end, I think there is at least a fair argument that the case does not fit cleanly as a Civil Rights Act claim, particularly to the extent the dispute concerns approval or nonpayment of a municipal advertising invoice. If that issue were pared back, the practical result may be that what remains is more in the nature of a contract-based collection action in Superior Court, rather than a federal constitutional case.

That said, I have not yet had the opportunity to fully analyze whether there some asserted legal or factual defense to payment generally. Subject to anything I have not gotten to on that front, my practical recommendation would be that the bill at issue be paid, at least as a starting point, if doing so might resolve the case or get the parties into a more productive discussion about resolving it. I should say please, note that without prejudice in case I can't deliver; I haven't touched base with the individual defendants yet to gauge how strongly they may feel.

Happy to discuss if you think it would be useful, including whether there is a way to narrow the issues addressed in the motion or otherwise avoid spending time and resources on points that may not need to be litigated.

Best,
Todd

Marc Randazza <mjr@randazza.com> Sun, Jul 19, 2026 at 3:22 PM

To: Todd Gelfand <tgelfand@barkerlawfirm.net> | Cc: Vincent Verdiramo <vincent@verdiramolaw.com>, Kay Reichel <kreichel@barkerlawfirm.net>

Todd,

If your client wants to pay the bill and my client's fees, which are a shade under $15,000 right now, we can work things out. (I need official authorization from my client before committing, too, but if you're sending this on a Sunday, I want to keep the conversation moving).

Todd Gelfand <tgelfand@barkerlawfirm.net> Sun, Jul 19, 2026 at 3:25 PM

To: Marc Randazza <mjr@randazza.com> | Cc: Vincent Verdiramo <vincent@verdiramolaw.com>, Kay Reichel <kreichel@barkerlawfirm.net>

Let me follow up and see what I can do tomorrow thanks. I’m in no huge hurry, just catching up on work really, but we may as well stop your fees from growing if we can so thanks
Sent from my iPhone

Marc Randazza <mjr@randazza.com> Sun, Jul 19, 2026 at 3:28 PM

To: Todd Gelfand <tgelfand@barkerlawfirm.net> | Cc: Vincent Verdiramo <vincent@verdiramolaw.com>, Kay Reichel <kreichel@barkerlawfirm.net>

word

Exhibit B

Email Chain Between Counsel,
October 2–27, 2026

Shore Media v. Toms River – complete email thread, October 2–27, 2026 (38 messages)

Every message in the thread, in chronological order (Eastern time). Each message is shown as sent; earlier messages quoted beneath each reply are not repeated.

Todd Gelfand <tgelfand@barkerlawfirm.net> Fri, Oct 2, 2026 at 11:38 AM

To: Marc Randazza <mjr@randazza.com>

Marc,

Informal settlement discussion purposes only without prejudice*

Some time ago I have a note that we might be able to settle this case for $15,000. I did some follow up and could get that by Toms River, I just need insurance carrier approval, and I've had some trouble getting a response from the carrier, followed up again this morning.

Is that $15,000 still good if I can get it confirmed? My apologies for leaving it until you filed a motion to advise, but lmk when you can if that $15,000 is nonetheless still on the table if we can get it authorized, or a new demand if need be. Thanks.

-Todd J. Gelfand
Barker, Gelfand, James and Sarvas
Direct: Todd: 609-833-0249
Cell – 856-745-0345
Office – 609-601-8677
tgelfand@barkerlawfirm.net

Marc Randazza <mjr@randazza.com> Fri, Oct 2, 2026 at 12:16 PM

To: Todd Gelfand <tgelfand@barkerlawfirm.net>

Let me check
Marc John Randazza, JD, MAMC, LLM
Randazza Legal Group
Las Vegas - Gloucester - Miami
Sent from iPhone (maybe even using Siri). If the message is at all intelligible, it is a minor miracle.

Marc Randazza <mjr@randazza.com> Fri, Oct 2, 2026 at 12:29 PM

To: Todd Gelfand <tgelfand@barkerlawfirm.net>

Do you want my haggle number or do you want my actual "just get it done" number?

I'll assume the latter. $27,540.00

Marc John Randazza, JD, MAMC, LLM
Randazza Legal Group
Las Vegas - Gloucester - Miami
Sent from iPhone (maybe even using Siri). If the message is at all intelligible, it is a minor miracle.

Todd Gelfand <tgelfand@barkerlawfirm.net> Fri, Oct 2, 2026 at 12:50 PM

To: Marc Randazza <mjr@randazza.com>

$12540 just because i made you file a motion? was there additional work necessitated? i'm going to have to explain the increase to the carrier please help or
consider a revised number? I was thinking 20/22 might be reasonable. I mean this all in the most non confrontational way so please excuse any unintended contrary tone…. thanks
Sent from my iPhone

Marc Randazza <mjr@randazza.com> Fri, Oct 2, 2026 at 1:10 PM

To: Todd Gelfand <tgelfand@barkerlawfirm.net>

Yes, we had to file a very significant motion.

Then the court issued an order that made us have to rewrite it, not that it wasn't written properly, but the court issued that damn order and we went right to work

If you're seeing 22 and I'm saying 27, what do we have a Delta of five make it 25 and call it a day even though I assure you that wasn't a haggle number, but if you want to get it done today, I'll close it out at 25 just don't make me do any more work pretty please, dictated while driving so if there's any typos in this, please forgive me.

Marc John Randazza, JD, MAMC, LLM
Randazza Legal Group
Las Vegas - Gloucester - Miami
Sent from iPhone (maybe even using Siri). If the message is at all intelligible, it is a minor miracle.

Marc Randazza <mjr@randazza.com> Sat, Oct 3, 2026 at 9:35 AM
To: Todd Gelfand <tgelfand@barkerlawfirm.net>

Todd,

I've got a deadline to file an amended motion. Then i gotta spend more fees. We have a deal?

Marc John Randazza, JD, MAMC, LLM
Randazza Legal Group
Las Vegas - Gloucester - Miami
Sent from iPhone (maybe even using Siri). If the message is at all intelligible, it is a minor miracle.

Todd Gelfand <tgelfand@barkerlawfirm.net> Sat, Oct 3, 2026 at 10:40 AM
To: Marc Randazza <mjr@randazza.com>

I'm having trouble getting the carrier rep; I think she left and the case is reassigned, I still need to follow up Monday. Can we file a consent to extend that deadline by 2-3 weeks? I'll try and work faster, like Monday, but to give us breathing room?

-Todd

-Todd J. Gelfand
Barker, Gelfand, James and Sarvas
Direct: Todd: 609-833-0249
Cell – 856-745-0345
Office – 609-601-8677
tgelfand@barkerlawfirm.net

Marc Randazza <mjr@randazza.com> Sat, Oct 3, 2026 at 2:38 PM
To: Todd Gelfand <tgelfand@barkerlawfirm.net>

I don't think it's a thing. The court imposed it. I can file a motion, but again i don't wanna incur more time

Marc John Randazza, JD, MAMC, LLM
Randazza Legal Group
Las Vegas - Gloucester - Miami
Sent from iPhone (maybe even using Siri). If the message is at all intelligible, it is a minor miracle.

Marc Randazza <mjr@randazza.com> Sat, Oct 3, 2026 at 2:50 PM
To: Todd Gelfand <tgelfand@barkerlawfirm.net>

But it does look like we have a couple days that we can just stand down but I would ask that you do your best to harass the adjuster on Monday, please

Marc John Randazza, JD, MAMC, LLM
Randazza Legal Group
Las Vegas - Gloucester - Miami
Sent from iPhone (maybe even using Siri). If the message is at all intelligible, it is a minor miracle.

Todd Gelfand <tgelfand@barkerlawfirm.net> Sat, Oct 3, 2026 at 6:56 PM
To: Marc Randazza <mjr@randazza.com>

i vow to do so ty
Sent from my iPhone

Todd Gelfand <tgelfand@barkerlawfirm.net> Mon, Oct 5, 2026 at 4:27 PM
To: Marc Randazza <mjr@randazza.com>

Marc,

I spoke with the newly assigned adjuster on the matter; she asked that I write up the request so she can seek approval from her supervisor and hopefully let me know tomorrow or the next day, I expect approval. The newly assigned Dolores sounded fine with it and I expect the approval will be swift and forthcoming, I'll confirm as soon as I hear back thanks.

-Todd

-Todd J. Gelfand
Barker, Gelfand, James and Sarvas
Direct: Todd: 609-833-0249
Cell – 856-745-0345
Office – 609-601-8677
tgelfand@barkerlawfirm.net

Marc Randazza <mjr@randazza.com> Mon, Oct 5, 2026 at 4:39 PM
To: Todd Gelfand <tgelfand@barkerlawfirm.net>

thanks bro!

Marc Randazza <mjr@randazza.com> Fri, Oct 9, 2026 at 8:16 AM
To: Todd Gelfand <tgelfand@barkerlawfirm.net>

I hate to bug you, but I got a deadline breathing down my neck

Marc John Randazza, JD, MAMC, LLM
Randazza Legal Group
Las Vegas - Gloucester - Miami
Sent from iPhone (maybe even using Siri). If the message is at all intelligible, it is a minor miracle.

Marc Randazza <mjr@randazza.com> Mon, Oct 12, 2026 at 9:38 AM
To: Todd Gelfand <tgelfand@barkerlawfirm.net>

we've had to file the renewed motion. Today is the deadline.

Marc John Randazza, JD, MAMC, LLM
Randazza Legal Group
Las Vegas - Gloucester - Miami
Sent from iPhone (maybe even using Siri). If the message is at all intelligible, it is a minor miracle.

Todd Gelfand <tgelfand@barkerlawfirm.net> Mon, Oct 12, 2026 at 10:13 AM
To: Marc Randazza <mjr@randazza.com>, Kay Reichel <kreichel@barkerlawfirm.net>

I will try to reach the adjuster again today, but am on vacation back thursday …. and limited

could I /we perhaps file a letter with the district court with your consent along the lines as follows:

Defendants respectfully request a one week extension of the present deadline for Plaintiff to file a motion on this matter, which deadline is today. I believe sincerely the case may be on the brink of settlement such that an extension should avoid any necessary motion practice in the matter, and Plaintiffs counsel has consented on that basis. I am on vacation until thursday and will continue to see if we can reach apparent settlement posts haste. thank you /the court for any accommodation of this request. Respectfully

Sent from my iPhone

Marc Randazza <mjr@randazza.com> Tue, Oct 13, 2026 at 1:28 PM
To: Todd Gelfand <tgelfand@barkerlawfirm.net> | Cc: Kay Reichel <kreichel@barkerlawfirm.net>

We had already written it and its filed. But, I presume we can get this put to bed before the court rules.

Todd Gelfand <tgelfand@barkerlawfirm.net> Thu, Oct 15, 2026 at 10:17 AM
To: Marc Randazza <mjr@randazza.com> | Cc: Kay Reichel <kreichel@barkerlawfirm.net>

I got approval at $25k (this morning), if that still works.

Marc Randazza <mjr@randazza.com> Thu, Oct 15, 2026 at 10:40 AM
To: Todd Gelfand <tgelfand@barkerlawfirm.net> | Cc: Kay Reichel <kreichel@barkerlawfirm.net>

It works

Marc John Randazza, JD, MAMC, LLM
Randazza Legal Group
Las Vegas - Gloucester - Miami
Sent from iPhone (maybe even using Siri). If the message is at all intelligible, it is a minor miracle.

Marc Randazza <mjr@randazza.com> Thu, Oct 15, 2026 at 5:22 PM
To: Todd Gelfand <tgelfand@barkerlawfirm.net> | Cc: Kay Reichel <kreichel@barkerlawfirm.net>

do you want to send us a settlement agreement, or no need... throw me the whip, I throw you the idol? (maybe a bad movie reference since he didn't throw the idol, but you know what I mean)... you send us the check, we file a notice of settlement. No need to complicate it?

Can you get us the check in 10 days?

If so, have it made out to:

Randazza Legal Group Trust Account

and Mail to:

Randazza Legal Group
PO Box 5516
Gloucester, MA 01930

Marc Randazza <mjr@randazza.com> Mon, Oct 26, 2026 at 2:10 PM
To: Todd Gelfand <tgelfand@barkerlawfirm.net> | Cc: Kay Reichel <kreichel@barkerlawfirm.net>

Todd,

What's the situation here?

Todd Gelfand <tgelfand@barkerlawfirm.net> Mon, Oct 26, 2026 at 5:59 PM
To: Marc Randazza <mjr@randazza.com> | Cc: Kay Reichel <kreichel@barkerlawfirm.net>

I was checking to make sure the invoices had not been paid already but I was advised that they were. That is that they were paid already.
Sent from my iPhone

Marc Randazza <mjr@randazza.com> Mon, Oct 26, 2026 at 10:17 PM
To: Todd Gelfand <tgelfand@barkerlawfirm.net> | Cc: Kay Reichel <kreichel@barkerlawfirm.net>

Yes.

The 25k is the fees to get that done.

Marc John Randazza, JD, MAMC, LLM
Randazza Legal Group
Las Vegas - Gloucester - Miami
Sent from iPhone (maybe even using Siri). If the message is at all intelligible, it is a minor miracle.

Todd Gelfand <tgelfand@barkerlawfirm.net> Mon, Oct 26, 2026 at 10:46 PM
To: Marc Randazza <mjr@randazza.com> | Cc: Kay Reichel <kreichel@barkerlawfirm.net>

I misunderstood and may need to answer your motion. Do you know when it was paid? $25,000 to recover how much of a bill when we paid voluntarily? that’s not what I thought we were agreeing to. sorry if i misunderstood.

Sent from my iPhone

Marc Randazza <mjr@randazza.com> Mon, Oct 26, 2026 at 10:49 PM

To: Todd Gelfand <tgelfand@barkerlawfirm.net> | Cc: Kay Reichel <kreichel@barkerlawfirm.net>

They didn't pay "voluntarily"

They paid because they were sued in federal court.

Marc John Randazza, JD, MAMC, LLM
Randazza Legal Group
Las Vegas - Gloucester - Miami
Sent from iPhone (maybe even using Siri). If the message is at all intelligible, it is a minor miracle.

Todd Gelfand <tgelfand@barkerlawfirm.net> Mon, Oct 26, 2026 at 10:54 PM

To: Marc Randazza <mjr@randazza.com> | Cc: Kay Reichel <kreichel@barkerlawfirm.net>

Right but depending on when they paid that isn't worth $25000, considering the idea of proportionality. I get if there was no meeting of the minds however and respect your position.
Sent from my iPhone

Todd Gelfand <tgelfand@barkerlawfirm.net> Tue, Oct 27, 2026 at 10:42 AM

To: Marc Randazza <mjr@randazza.com> | Cc: Kay Reichel <kreichel@barkerlawfirm.net>

In light of the issue that has arisen concerning the prior invoice payment and our differing understandings of the proposed settlement, I need to proceed with a response to the amended default-judgment motion and an application to vacate the defaults. Will you consent to adjourning the motion presently noticed for November 2 to November 30, 2026, with defendants' opposition and application to vacate default due November 16, and plaintiff's reply and response due November 23, subject to the Court's approval?

Please also confirm whether you will consent to vacating the defaults and permitting an answer; if not, I am requesting the scheduling relief independently of that issue. I would appreciate your response as soon as you can, given the approaching motion date, so I can promptly advise the Court of your position and request leave for the submissions notwithstanding the existing deadlines.

Thank you,
Todd-Todd

-Todd J. Gelfand
Barker, Gelfand, James and Sarvas
Direct: Todd: 609-833-0249
Cell – 856-745-0345
Office – 609-601-8677
tgelfand@barkerlawfirm.net

Todd Gelfand <tgelfand@barkerlawfirm.net> Tue, Oct 27, 2026 at 11:10 AM

To: Marc Randazza <mjr@randazza.com> | Cc: Kay Reichel <kreichel@barkerlawfirm.net>

Marc—one correction to my adjournment request: the docket lists the amended default-judgment motion for November 16, rather than November 2 as stated in the notice. My requested schedule remains November 30 for the motion, November 16 for defendants' opposition and application to vacate default, and November 23 for plaintiff's reply and response, subject to the Court's approval. Please let me know whether you consent.

Marc Randazza <mjr@randazza.com> Tue, Oct 27, 2026 at 1:50 PM

To: Todd Gelfand <tgelfand@barkerlawfirm.net> | Cc: Kay Reichel <kreichel@barkerlawfirm.net>

Todd,

We do not consent. When we initially consented, it was July, then Toms never did anything. We waited and finally moved for default because there was no action. We even warned you about it. It was not as if we did a sneak attack here.

With respect to the settlement, I am finding this very strange. The bills were indeed in excess of $20,000 and after getting sued, yes, they did make payment finally. And then you and i were discussing resolving the case. $25,000 to collect $20k is not exactly unreasonable. The carrier approved and then you pulled the rug out with this story?

I am sorry, but we aren't likely to be extending any courtesy on the default. Whether we file a motion to enforce the settlement is another story here. but, if we have to do that, we will be seeking fees on that too.

The carrier should just write the measly $25k check and be done with this.

Todd Gelfand <tgelfand@barkerlawfirm.net> Tue, Oct 27, 2026 at 1:56 PM

To: Marc Randazza <mjr@randazza.com> | Cc: Kay Reichel <kreichel@barkerlawfirm.net>

Sneak attack or not, no need to accuse me or the carrier of “pulling any rug” and I don’t have any idea what that even means. It was a misunderstanding and miscommunication and I told you that. If you don’t consent that’s fine. Nobody on my end agreed to pay $25,000 for a $20,000 bill that was paid 3-4 months ago. Your “no further courtesy” position is noted.

-Todd

-Todd J. Gelfand
Barker, Gelfand, James and Sarvas
Direct: Todd: 609-833-0249
Cell – 856-745-0345
Office – 609-601-8677
tgelfand@barkerlawfirm.net

Todd Gelfand <tgelfand@barkerlawfirm.net> Tue, Oct 27, 2026 at 1:58 PM

To: Marc Randazza <mjr@randazza.com>

I take it that showing us/me/our carrier $25,000 in reasonable fees incurred is something you will not do, correct? Please confirm.

-Todd

-Todd J. Gelfand
Barker, Gelfand, James and Sarvas
Direct: Todd: 609-833-0249
Cell – 856-745-0345
Office – 609-601-8677
tgelfand@barkerlawfirm.net

Marc Randazza <mjr@randazza.com> Tue, Oct 27, 2026 at 2:03 PM

To: Todd Gelfand <tgelfand@barkerlawfirm.net>

Why wouldnt we do that? We'd be happy to.

We'd probably need to attach it to our motion to enforce the settlement anyway.

Marc Randazza <mjr@randazza.com> Tue, Oct 27, 2026 at 2:05 PM

To: Todd Gelfand <tgelfand@barkerlawfirm.net>

also, for what it's worth, you were getting the entire amount we sought in default settled for $25k, not just fees, but the damages we were seeking, both against the town and against the individuals. im just finding it really hard to understand how there was no understanding when all of this was discussed in our motion for default.

Todd Gelfand <tgelfand@barkerlawfirm.net> Tue, Oct 27, 2026 at 2:07 PM

To: Marc Randazza <mjr@randazza.com>

I can think of reasons why so
I was asking you. I take it your question to
me is rhetorical and appreciate seeing how $25,000 in counsel fees was reasonably incurred when the bill was paid in

july thanks
Sent from my iPhone

Todd Gelfand <tgelfand@barkerlawfirm.net> Tue, Oct 27, 2026 at 2:09 PM

To: Marc Randazza <mjr@randazza.com>

I made a mistake and am admitting it. What more do you want. do you think i'm lying? what would my nefarious purpose have been for
claiming this mistake only to try and correct it once I realized it? If you want to try and capitalize on my mistake that's fine and I understand.
Sent from my iPhone

Marc Randazza <mjr@randazza.com> Tue, Oct 27, 2026 at 2:25 PM

To: Todd Gelfand <tgelfand@barkerlawfirm.net>

Settlement agreements are enforced when the material terms are agreed upon. Nolan v. Lee Ho, 120 N.J. 465 (1990).

July 13–19, 2026: Negotiation email chain (Proposed Order Ex. A). Shows the parties' discussions about fees and the resolution.

Before the settlement: Township paid the outstanding bills. Disclosed in ECF 10 (on Sept 21), and ECF No. 14 (Oct 13) and its Ex. 2 (MJR Cert. re Fees). Payment mitigated damages but did not satisfy the full fee and damages claim.

On October 15 you wrote, "I got approval at $25k (this morning), if that still works." I responded, "It works." That was an offer and an acceptance of $25,000 to settle.

That's weeks after ECF 10, and days after ECF 14.

Oct 26, 27 You claim you "didn't realize" the $25k was for the contract amount already paid. This is a post-acceptance change of position, not a term of the deal.

The $25,000 compromised Shore News's fee and damages claims. Those claims go beyond the outstanding invoices the Township paid, and our Amended Motion for Default Judgment (ECF No. 14) disclosed that payment. Nothing in our exchanges made the settlement contingent on that payment or on a different understanding of the number.

Please confirm in writing by close of business today that Defendants will pay $25,000 within 7 days. If we don't have that confirmation, we will file a motion to enforce the settlement.

Todd Gelfand <tgelfand@barkerlawfirm.net> Tue, Oct 27, 2026 at 2:28 PM

To: Marc Randazza <mjr@randazza.com>

You know I can't and won't confirm that. I think I've told you that several times today. Why would you ask me to confirm the opposite of what I'm trying to convey to you? It really seems like posturing thanks. I heard you and again acknowledge, you're threatening to file a motion to enforce settlement, and not responding to any other of my information I'm telling you.

-Todd

-Todd J. Gelfand
Barker, Gelfand, James and Sarvas
Direct: Todd: 609-833-0249
Cell – 856-745-0345
Office – 609-601-8677
tgelfand@barkerlawfirm.net

Marc Randazza <mjr@randazza.com> Tue, Oct 27, 2026 at 2:33 PM

To: Todd Gelfand <tgelfand@barkerlawfirm.net>

im responding on the fly here on the train, what else am i missing? Y'all agreed, you had all the information, we're going to seek to enforce settlement. Id rather not do that, because I would not want to be making the counter-arguments, and i would prefer to spare you that.

Todd Gelfand <tgelfand@barkerlawfirm.net> Tue, Oct 27, 2026 at 2:42 PM

To: Marc Randazza <mjr@randazza.com>

Marc,

I understand your position, but I do not agree that this is simply a matter of paying another $25,000 with nothing further to discuss. I am not suggesting that a settlement requires a signed agreement or that a party can walk away merely because it has second thoughts.

The issue is what I sought approval for and what was actually approved. I understood the $25,000 to include payment of the advertising invoices, and that is how I presented it to those from whom I sought approval. I did not seek approval for an additional $25,000 on top of those payments. I only learned yesterday that the invoices had already been paid. I recognize that I should have confirmed that sooner, and I am not putting that mistake on you. But accepting responsibility for the misunderstanding does not answer whether my clients authorized the materially different financial commitment you now seek to enforce.

There is a distinction between an attorney reporting that approval was obtained and the scope of the authority actually granted. In Amatuzzo v. Kozmiuk, 305 N.J. Super. 469 (App. Div. 1997), the court reversed enforcement and required a hearing where the client disputed counsel's authority, even though counsel had represented that the terms were acceptable to the client. The court also explained that counsel's own statements alone do not establish apparent authority; that requires a basis in the client's words or conduct. The Third Circuit likewise requires resolution of genuine material factual disputes concerning settlement authority rather than simply enforcing the agreement on the papers. Tiernan v. Devoe, 923 F.2d 1024 (3d Cir. 1991).

There is also a separate issue of material mistake. Villanueva v. Amica Mutual Insurance Co., 374 N.J. Super. 283 (App. Div. 2005), recognizes that an honest unilateral mistake can warrant relief from a settlement, depending on the circumstances, prompt correction, and prejudice. I appreciate that the facts there are different, but the decision does not support treating a mistake as legally irrelevant simply because it originated on the approving side.

I am not claiming these cases automatically resolve the issue in our favor. I am saying there is a genuine question about authority and a material mistake that needs to be addressed. Nor am I suggesting that you expressly agreed to credit the invoices merely because that was my understanding.

I cannot agree that my clients unquestionably owe an additional $25,000 on this record. If you proceed with the motion, we will need to present the authority and mistake issues to the Court and request an evidentiary hearing to the extent material facts are disputed. I would rather see whether we can work this out directly.

Todd

Exhibit C

Email Exchange Between Counsel, on October 27, 2026

Shore Media v. Toms River – demand and response, October 27, 2026

Eastern time. Signature blocks and quoted prior messages are omitted.

Marc Randazza <mjr@randazza.com> Tue, Oct 27, 2026 at 2:25 PM

To: Todd Gelfand <tgelfand@barkerlawfirm.net>

Settlement agreements are enforced when the material terms are agreed upon. Nolan v. Lee Ho, 120 N.J. 465 (1990).

July 13–19, 2026: Negotiation email chain (Proposed Order Ex. A). Shows the parties' discussions about fees and the resolution.

Before the settlement: Township paid the outstanding bills. Disclosed in ECF 10 (on Sept 21), and ECF No. 14 (Oct 13) and its Ex. 2 (MJR Cert. re Fees). Payment mitigated damages but did not satisfy the full fee and damages claim.

On October 15 you wrote, "I got approval at $25k (this morning), if that still works." I responded, "It works." That was an offer and an acceptance of $25,000 to settle.

That's weeks after ECF 10, and days after ECF 14.

Oct 26, 27 You claim you "didn't realize" the $25k was for the contract amount already paid. This is a post-acceptance change of position, not a term of the deal.

The $25,000 compromised Shore News's fee and damages claims. Those claims go beyond the outstanding invoices the Township paid, and our Amended Motion for Default Judgment (ECF No. 14) disclosed that payment. Nothing in our exchanges made the settlement contingent on that payment or on a different understanding of the number.

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