



*State of New Jersey*  
OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF CRIMINAL JUSTICE  
PO Box 086  
TRENTON, NJ 08626-0086  
TELEPHONE: (609) 984-6500

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

GURDIR S. GREWAL  
*Attorney General*

ELIE HONIG  
*Director*

June 29, 2018

**VIA FACSIMILE**

Thomas R. Calcagni, Esquire  
Calcagni & Kanefsky  
14<sup>th</sup> floor  
1085 Raymond Blvd.  
Newark, New Jersey 07102

**Re: State v. Matthew O'Donnell**

Dear Mr. Calcagni:

It is our understanding that your client, Matthew O'Donnell ("Defendant"), wishes to enter into a plea agreement with the Division of Criminal Justice for the State of New Jersey (hereinafter, the "Division" or "State"). This letter sets forth the full and complete plea agreement in the above referenced matter between Defendant and the State, and it supersedes any prior plea offers that the State may have made and any previous plea discussions with the State. Unless specifically set forth herein, it does not encompass any other pending or unindicted matters. The following are the terms of the plea agreement:

The State will accept a guilty plea from Defendant to one count of second degree Conspiracy to Commit Misconduct by a Corporate Official, in violation of N.J.S.A. 2C:5-2 and N.J.S.A. 2C:21-9c, which carries a maximum term of imprisonment of ten (10) years in New Jersey State Prison.

If Defendant enters the guilty plea to this charge, and is sentenced on this charge, and fully complies with the terms specified below, the State will not prosecute Defendant for any other heretofore disclosed activities in connection with any and all unlawful political contributions made by Defendant or his coconspirators on behalf of Defendant and agrees to recommend that Defendant be sentenced to an eight year New Jersey State Prison term.

As a condition of the plea arrangement, Defendant shall agree to:

- (1) Voluntarily forfeit any and all public employment and be forever disqualified from holding any office or position of honor, trust, or profit under the State or any of its



Page 2

- administrative or political subdivisions, under N.J.S.A. 2C:51-2. Defendant agrees to execute a Consent Order to this effect at the time of this plea.
  
- (2) Be debarred, personally or through any business entity, from doing business with the State of New Jersey or any of its administrative or political subdivisions for a period of ten (10) years, under N.J.S.A. 2C:51-2f. As such, Defendant agrees that he, personally or through any business entity, shall be ineligible, either directly or indirectly, to submit a bid, enter into any contract, or to conduct any business with any board, agency, authority, department, commission, public corporation, or other body of this State, of this or one or more other states, or of one or more political subdivisions of this State, for a period of ten years. It is the purpose of this provision to bar the Defendant and any business, including any corporation, partnership, association or proprietorship in which Defendant is a principal, or with respect to which he owns or controls, directly or indirectly, 5% or more of the stock or other equity interest, from conducting business with public entities. Defendant agrees to execute a Consent Order to this effect at the time of this plea.
  
- (3) Pay full restitution to any and all victims who sustained a loss as a result of the scheme to which Defendant is pleading guilty, whether by Defendant's own actions or those of his coconspirators. Defendant agrees to pay the full amount of restitution either: (1) at or before the time of sentencing or (2) in the case of a demonstrated inability to do so at or before sentencing, under a plan submitted to the Court with the consent of both parties before sentencing. The parties further agree that Defendant is responsible for the full amount of restitution, jointly and severally, with any and all other defendants convicted in the above referenced matter. If legally permissible at the time of sentencing, Defendant further agrees to enter into a civil consent judgment, promissory note, or any other instrument the State elects in the amount of the full restitution owed by Defendant. Defendant understands and agrees that any civil consent judgment may or will be entered on the Civil Judgment and Order Docket by the Clerk of the Superior Court of New Jersey.
  
- (4) Forfeit all right and claim to \$600,000 in funds arising from the Defendant's utilization of straw donors and illegal cash contributions to obtain public work as a result of the scheme to which Defendant is pleading guilty, under N.J.S.A. 2C:64-1, et seq. Defendant agrees to pay the full amount of the forfeiture to the State on or before the date of sentencing or, in the case of a demonstrated inability to pay any portion of the forfeiture at that time, under a plan submitted to the Court with the consent of both parties before sentencing. The parties further agree that Defendant is responsible for the full amount of the forfeiture, jointly and severally, with co-defendant O'Donnell McCord, P.C. If legally permissible at the time of sentencing, Defendant further agrees to enter into a civil consent judgment, promissory note, or any other instrument the State elects in the amount of the full forfeiture owed by Defendant at any time requested by the State. Both parties stipulate that the above-mentioned forfeiture amount shall be subject to an upward revision to account for

Page 3

prospective profits that the Defendant derives from illegal activities occurring after the date of this agreement but in connection with his cooperation outlined in paragraph 7 below.

- (5) Pay a \$250,000 public corruption profiteering penalty, under N.J.S.A. 2C:30-8. Defendant agrees to pay the full amount of the penalty on or before the date of sentencing or, in the case of a demonstrated inability to pay any portion of the penalty at that time, under a plan submitted to the Court with the consent of both parties before sentencing. The parties further agree that Defendant is responsible for the full amount of the public corruption profiteering penalty, jointly and severally, with co-defendant O'Donnell McCord, P.C. If legally permissible at the time of sentencing, Defendant further agrees to enter into a civil consent judgment, promissory note, or any other instrument the State elects in the amount of the full penalty owed by Defendant at any time requested by the State.
- (6) Not sell or otherwise dispose of any real or personal property, or any interest in such property that is valued at \$500 or more, without the consent of the Division or its designee, before the payment in full of all funds owed as restitution, forfeiture, or penalties under this agreement. Defendant must notify the Division or its designee at least 30 days before any proposed sale or other disposal of real or personal property, or interest in such property, valued at \$500 or more.
- (7) Fully cooperate with the State of New Jersey. Defendant understands full cooperation includes truthful disclosure of all information concerning any activities by Defendant and others about which representatives of the Division and other government agencies designated by the Division may inquire. Defendant agrees to be available for questioning at all reasonable times and must truthfully testify in all proceedings, including but not limited to, grand jury, pre-trial, trial, re-trial, and post-conviction proceedings, as to any activities about which he is questioned. Defendant must also, at the request of the Division, provide any documents that are in his possession or custody, or subject to his control. Defendant must at all times give complete, truthful, and accurate information and testimony. The State will bring the full nature and extent of Defendant's cooperation to the Court's attention at sentencing.
- (8) Provide copies to the State of any and all financial information requested by or provided to the Probation Department or the Court in connection with the presentence report or sentencing, or both.
- (9) Forfeit his law license at the time of sentencing.
- (10) Not to make application for admission to the Pretrial Intervention Program.
- (11) As sole owner, decision-maker and principal corporate officer of the law firm of

Page 4

O'Donnell McCord, P.C., Defendant has agreed to and shall plead guilty on behalf of the corporation to one count of second degree False Representation for a Government contract, in violation of N.J.S.A. 2C:21-34b. Such pleading will occur at an appropriate date and to be determined in the future. Defendant's signature on this agreement shall hereby bind him to the terms set forth in the agreement attached as Exhibit A. See attached Exhibit A, plea agreement between the State of New Jersey and O'Donnell McCord, P.C.

The State reserves the right to take whatever position it deems appropriate with respect to any application Defendant may submit for entry into the Intensive Supervision Program.

Defendant is aware that the sentencing Court may impose a criminal fine of up to \$150,000, or an amount equal to double the pecuniary gain of the Defendant or loss to the victims under N.J.S.A. 2C:43-3e, whichever is greater.

If the Division determines that Defendant has failed to satisfy any of these conditions, has intentionally given materially false, incomplete, or misleading testimony or information, or should Defendant withdraw from this agreement or participate or attempt to participate in any criminal act after the date of this agreement and before sentencing, the Division may void this agreement, in its sole discretion, and prosecute the Defendant for any criminal violation of which the Division has knowledge, including but not limited to Perjury, False Swearing, and Obstruction of Justice. Any prosecution that is not time-barred by the applicable statute of limitations on the date this agreement is signed may be commenced against Defendant notwithstanding the expiration of the statute of limitations after the date the agreement is signed, and Defendant explicitly waives any statute of limitations defense as to any such prosecution. Any such prosecution may be based upon any statements and information provided by Defendant, and all such statements and information may be used against him in the State's direct case or in rebuttal, or both. To the extent that anything in this agreement is deemed inconsistent with N.J.R.E. 410, the provisions of N.J.R.E. 410 are hereby waived by you and the Defendant.

If Defendant, without good cause, fails to appear for sentencing on the appointed date, having previously received notice thereof, and a bench warrant issues for his arrest, Defendant may not withdraw the guilty plea, but the State is not bound by its recommended sentence set forth herein. Instead, Defendant will be subject to the maximum sentence allowed by law for each charge to which he has pleaded guilty, and the State may make any recommendation as to the appropriate sentence, including a recommendation for the maximum statutory sentence, including any mandatory/discretionary extended term or parole ineligibility (*i.e.*, up to ten (10) years' incarceration in State Prison), and whether any such sentences should be served concurrently or consecutively, if Defendant is to be sentenced on more than one charge.

This plea agreement is limited to the Division and cannot bind federal prosecuting authorities nor does it prohibit the State, any agency thereof, or any third party from instituting any civil proceedings directly or indirectly involving Defendant. Defendant waives any double jeopardy claim if such proceedings have been or will be initiated.

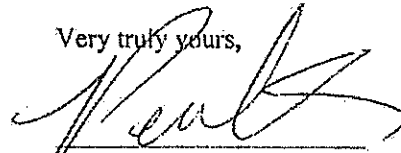
Page 5

The State of New Jersey specifically reserves the right to correct factual misstatements relating to sentencing proceedings, to correct factual misstatements in the Presentence Report, to appeal Defendant's sentence as may be authorized by law, and to oppose Defendant's appeal of any sentence or conviction.

If this plea offer is not accepted by the close of business on July 31, 2018, it is withdrawn. The State may revoke this plea offer at any time before its expiration, in its sole discretion.

No additional promises, agreements, or conditions have been entered into with the Defendant other than those set forth in this letter, and none will be entered into unless in writing and signed by both parties.

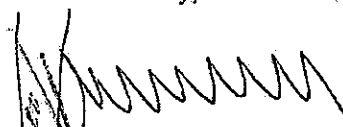
Very truly yours,



Pearl Minato  
Deputy Attorney General  
Corruption Bureau  
Division of Criminal Justice

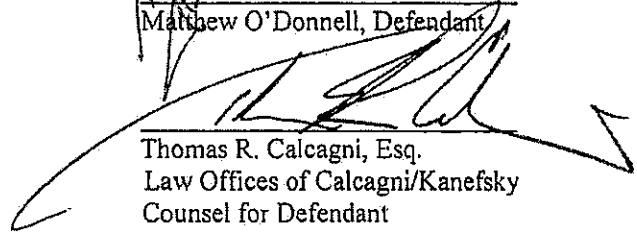
I have read this letter and have discussed its terms with my attorney. My signature below acknowledges that it fully sets forth my agreement with the Division of Criminal Justice, and I understand and agree to its terms. There have been no additional promises or representations made to me by any officials or employees of the State or by my attorney in connection with this matter. Under R. 3:13-3, I acknowledge that I have received full discovery, to the extent requested by me, from the State.

Dated: July 30, 2018



Matthew O'Donnell, Defendant

Dated: 7/30/18



Thomas R. Calcagni, Esq.  
Law Offices of Calcagni/Kanefsky  
Counsel for Defendant



*State of New Jersey*  
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DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF CRIMINAL JUSTICE  
PO BOX 085  
TRENTON, NJ 08626-0085  
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PHILIP D. MURPHY  
*Governor*

GURBIR S. GREWAL  
*Attorney General*

SHEILA Y. OLIVER  
*Lt. Governor*

ELIE HONIG  
*Director*

June 29, 2018

**VIA FACSIMILE**

Michael Critchley, Sr., Esquire  
Critchley, Kinum & DeNoia, LLC  
75 Livingston Avenue  
Roseland, New Jersey 07068

**Re: State v. O'Donnell McCord, P.C.**

Dear Mr. Critchley:

It is our understanding that your client, Matthew O'Donnell, wishes to enter into a plea agreement with the Division of Criminal Justice for the State of New Jersey (hereinafter, the "Division" or "State") on behalf of the law firm of O'Donnell McCord, P.C. ("Defendant"), of which defendant has represented that he is the sole owner and principal corporate officer. This letter sets forth the full and complete plea agreement in the above referenced matter between Defendant and the State, and it supersedes any prior plea offers that the State may have made and any previous plea discussions with the State. Unless specifically set forth herein, it does not encompass any other pending or unindicted matters. The following are the terms of the plea agreement:

The State will accept a guilty plea from Defendant to one count of second degree False Representation for a Government contract, in violation of N.J.S.A. 2C:21-34b.

If Defendant enters the guilty plea to this charge, and is sentenced on this charge, and fully complies with the terms specified below, the State will not prosecute Defendant for any other heretofore disclosed activities in connection with any and all unlawful political contributions made by Defendant or its employees on behalf of Defendant.

As a condition of the plea arrangement, Defendant shall agree to:

- (1) Be debarred, personally or through any other business entity, from doing business with the State of New Jersey or any of its administrative or political subdivisions for a period of ten (10) years, under N.J.S.A. 2C:51-2f. As such, Defendant agrees that it, personally or through any other business entity, shall be ineligible, either directly or



indirectly, to submit a bid, enter into any contract, or to conduct any business with any board, agency, authority, department, commission, public corporation, or other body of this State, of this or one or more other states, or of one or more political subdivisions of this State, for a period of ten years. It is the purpose of this provision to bar the Defendant and any business, including any corporation, partnership, association or proprietorship in which Defendant is a principal, or with respect to which it owns or controls, directly or indirectly, 5% or more of the stock or other equity interest, from conducting business with public entities. Defendant agrees to execute a Consent Order to this effect at the time of this plea.

- (2) Pay full restitution to any and all victims who sustained a loss as a result of the scheme to which Defendant is pleading guilty, whether by Defendant's own actions or those of its conspirators. Defendant agrees to pay the full amount of restitution either: (1) at or before the time of sentencing or (2) in the case of a demonstrated inability to do so at or before sentencing, under a plan submitted to the Court with the consent of both parties before sentencing. The parties further agree that Defendant is responsible for the full amount of restitution, jointly and severally, with any and all other defendants convicted in the above referenced matter. If legally permissible at the time of sentencing, Defendant further agrees to enter into a civil consent judgment, promissory note, or any other instrument the State elects in the amount of the full restitution owed by Defendant. Defendant understands and agrees that any civil consent judgment may or will be entered on the Civil Judgment and Order Docket by the Clerk of the Superior Court of New Jersey.
  
- (3) Be responsible for the full amount of the \$600,000 forfeiture referenced in paragraph (4) of co-defendant Matthew O'Donnell's plea agreement (the "forfeiture amount"), jointly and severally, with co-defendant Matthew O'Donnell. Defendant agrees to forfeit all right and claim to the forfeiture amount, which represents funds arising from the Defendant's utilization of straw donors and illegal cash contributions to obtain public work as a result of the scheme to which Defendant is pleading guilty, under N.J.S.A. 2C:64-1, et seq. Defendant agrees to pay the full forfeiture amount to the State on or before the date of sentencing or, in the case of a demonstrated inability to pay any portion at that time, under a plan submitted to the Court with the consent of both parties before sentencing. If legally permissible at the time of sentencing, Defendant further agrees to enter into a civil consent judgment, promissory note, or any other instrument the State elects in the full forfeiture amount owed by Defendant at any time requested by the State. Both parties stipulate that the above-mentioned forfeiture amount shall be subject to an upward revision to account for prospective gains that the Defendant derives from illegal activities occurring after the date of this agreement but in connection with its cooperation outlined in paragraph 6 below.
  
- (4) Be responsible for the full amount of the \$250,000 public corruption profiteering penalty referenced in paragraph (5) of the co-defendant Matthew O'Donnell's plea agreement (the "penalty"), jointly and severally, with co-defendant Matthew

Page 3.

O'Donnell. Defendant agrees to pay the full amount of the penalty under N.J.S.A. 2C:30-8 on or before the date of sentencing or, in the case of a demonstrated inability to pay any portion of the penalty at that time, under a plan submitted to the Court with the consent of both parties before sentencing. If legally permissible at the time of sentencing, Defendant further agrees to enter into a civil consent judgment, promissory note, or any other instrument the State elects in the amount of the full penalty owed by Defendant at any time requested by the State.

- (5) Not sell or otherwise dispose of any real or personal property, or any interest in such property, that is valued at \$500 or more, without the consent of the Division or its designee, before the payment in full of all funds owed as restitution, forfeiture, or penalties under this agreement. Defendant must notify the Division or its designee at least 30 days before any proposed sale or other disposal of real or personal property, or interest in such property, valued at \$500 or more.
- (6) Fully cooperate with the State of New Jersey. Defendant understands full cooperation includes truthful disclosure of all information concerning any activities by Defendant and others about which representatives of the Division and other government agencies designated by the Division may inquire. Defendant agrees to make representatives available for questioning at all reasonable times and to truthfully testify in all proceedings, including but not limited to, grand jury, pre-trial, trial, re-trial, and post-conviction proceedings, as to any activities about which its representatives are questioned. Defendant must also, at the request of the Division, provide any documents that are in its possession or custody, or subject to its control. Defendant must at all times give complete, truthful, and accurate information and testimony. The State will bring the full nature and extent of Defendant's cooperation to the Court's attention at sentencing.
- (7) Provide copies to the State of any and all financial information requested by or provided to the Probation Department or the Court in connection with the presentence report or sentencing, or both.
- (8) Defendant is aware that the sentencing Court may impose a criminal fine of up to \$150,000, or an amount equal to double the pecuniary gain of the Defendant or loss to the victims under N.J.S.A. 2C:43-3e, whichever is greater.

If the Division determines that Defendant has failed to satisfy any of these conditions, has intentionally given materially false, incomplete, or misleading information, or should Defendant withdraw from this agreement or participate or attempt to participate in any criminal act after the date of this agreement and before sentencing, the Division may void this agreement, in its sole discretion, and prosecute the Defendant for any criminal violation of which the Division has knowledge, including but not limited to Perjury, False Swearing, and Obstruction of Justice. Any prosecution that is not time-barred by the applicable statute of limitations on the date this agreement is signed may be commenced against Defendant notwithstanding the



Page 4

expiration of the statute of limitations after the date the agreement is signed, and Defendant explicitly waives any statute of limitations defense as to any such prosecution. Any such prosecution may be based upon any statements and information provided by Defendant, and all such statements and information may be used against it in the State's direct case or in rebuttal, or both. To the extent that anything in this agreement is deemed inconsistent with N.J.R.E. 410, the provisions of N.J.R.E. 410 are hereby waived by you and the Defendant.

If Defendant, without good cause, fails to appear for sentencing on the appointed date, having previously received notice thereof, Defendant may not withdraw the guilty plea, but the State is not bound by its recommended sentence set forth herein. Instead, Defendant will be subject to the maximum sentence allowed by law for each charge to which it has pleaded guilty, and the State may make any recommendation as to the appropriate sentence, including a recommendation for the maximum statutory sentence.

This plea agreement is limited to the Division and cannot bind federal prosecuting authorities nor does it prohibit the State, any agency thereof, or any third party from instituting any civil proceedings directly or indirectly involving Defendant. Defendant waives any double jeopardy claim if such proceedings have been or will be initiated.

The State of New Jersey specifically reserves the right to correct factual misstatements relating to sentencing proceedings, to correct factual misstatements in the Presentence Report, to appeal Defendant's sentence as may be authorized by law, and to oppose Defendant's appeal of any sentence or conviction.

If this plea offer is not accepted by the close of business on July 31, 2018, it is withdrawn. The State may revoke this plea offer at any time before its expiration, in its sole discretion.

No additional promises, agreements, or conditions have been entered into with the Defendant other than those set forth in this letter, and none will be entered into unless in writing and signed by both parties.

Very truly yours,

---

Pearl Minato  
Deputy Attorney General  
Corruption Bureau  
Division of Criminal Justice

I have read this letter and have discussed its terms with my attorney. My signature below acknowledges that it fully sets forth my agreement with the Division of Criminal Justice, and I

Page 5

understand and agree to its terms. There have been no additional promises or representations made to me by any officials or employees of the State or by my attorney in connection with this matter. Under R. 3:13-3, I acknowledge that I have received full discovery, to the extent requested by me, from the State.

Dated: \_\_\_\_\_

\_\_\_\_\_  
O'Donnell McCord, P.C., Defendant

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael Critchley, Sr., Esquire  
Critchley, Kinum & DeNoia, LLC  
Counsel for Defendant

