

SETTLEMENT AGREEMENT AND RELEASE

The Settlement Agreement and Release (this "Settlement Agreement" or "Agreement") is made as of October 6, 2022, by and between plaintiff Clark Police Department Lieutenant, Antonio Manata ("Plaintiff") and Defendants City of Newark ("City"), Evaristo Cordero, Rui Pinto and Robby Rios (collectively the "Parties").

WHEREAS, Plaintiff filed a Complaint in the United States District Court, District Court of New Jersey, under Civil Action No. 2:19-cv-9416, entitled ANTONIO MANATA, Clark Police Lieutenant v. CITY OF NEWARK, EVARISTO CORDERO AND ROBBY RIOS, (hereinafter the "Action") alleging violations of the Civil Rights Act, Civil Conspiracy, Malicious Prosecution, Invasion of Privacy and Intentional Infliction of Emotional Distress;

WHEREAS, the City and Defendants, deny any wrongdoing or liability in connection with Plaintiff's claims; and

WHEREAS, the City is a Faulkner municipality, with stringent budget limitations and due to the uncertainty of the outcome of the litigation as well as the expenditure of resources the Parties wish to resolve this matter in accordance with the terms set forth herein rather than proceed with the litigation; and

WHEREAS, the Plaintiff has expressed his agreement to fully resolve Plaintiff's claims in the Lawsuit as a business decision to avoid the time and expense of further litigation;

WHEREAS, the Parties intend to settle, by way of compromise and accord, without adjudication of any issues of fact or law, and without any admission of liability, all claims that were either raised or that could have been raised in the Action, which claims are more formally described below; and

WHEREAS, The Parties hereto desire to enter into this Settlement Agreement to provide for certain payments, in full settlement and discharge of all claims against the Defendants that are the subject of Plaintiff's Complaint in the Action, upon the terms and conditions set forth herein; and

WHEREAS, this agreement is made in full settlement of all claims arising out of the Action; and

WHEREAS, In exchange for the terms set forth in this agreement, Plaintiff agrees: (1) to forever discharge all claims against Defendants in the Action on behalf of themselves; (2) to forever discharge all claims and judgments against Defendants related to the Action, including but not limited to all other matters filed or not yet filed related to the Subject Incident, through and including the date of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and the respective agreements and conditions contained herein, and for good cause and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, plaintiff, plaintiff's counsel, and the City agree as follows:

1. Recitals

The Parties expressly incorporate the recitals above to this Agreement.

2. Payment by Defendants

- a. Defendant City of Newark shall make payment to Antonio Manata in the sum of twenty-five thousand dollars and no cents (\$25,000.00) and shall make all payments to The Toscano Law Firm Trust Account in consideration of the plaintiff's execution of this Agreement to settle plaintiff's claims for all alleged damages.

- b. Plaintiff shall return the Agreement to Defendant City, along with executed Stipulations of Dismissal with prejudice. Said settlement payment is inclusive of all attorney fees, other costs and expenses.
- c. The Settlement Payment shall be made within thirty (30) days of formal approval of the City of Newark Council and Law Department, and upon receipt of the full execution of this Agreement, Stipulations of Dismissal with Prejudice, and a New Jersey Child Support Judgment Search.
- d. Plaintiff agrees to execute the attached Stipulation of Dismissal (Exhibit A) voluntarily dismissing any and all claims asserted, and which could have been asserted, against the Defendants with prejudice and without costs or attorney's fees, which voluntary dismissal shall be filed within ten (10) days of the receipt of the Settlement Payment by Patrick P. Toscano, Jr., Esq.
- e. No payments are being made by or on behalf of the individual defendants, Evaristo Cordero, Rui Pinto or Robby Rios, nor should payment of the Settlement Payment in accordance with this Agreement be interpreted as payment by or on behalf of the individual defendants.
- f. The Settlement Payment by City of Newark is intended by the mutual agreement of the Parties to be full compensation for all claims alleging physical pain and discomfort (headaches, nausea, stomach pain, dizziness, sleep disorder, etc.) asserted in the Action and potential claims, asserted, and those which could have been asserted against City Defendants in this action.

3. No Representations as to Tax Consequences; Tax Indemnification

- a. The settlement payments under this Agreement will be reported as "other income" (Box 3) on IRS Form 1099-MISC to be issued to Antonio Manata and The Toscano Law Firm, and any other appropriate federal, state or local tax reporting forms. Any and all tax obligations associated with Plaintiff's receipt of the settlement payment, whether arising under federal, state or local laws, shall be the sole responsibility of Plaintiff. Plaintiff agrees to defend, indemnify and hold harmless the City from any and all tax liabilities that may be assessed against the City as a result of this payment to Plaintiff.
- b. Plaintiff shall be solely responsible for compliance with N.J.S.A. 2A:17-56.23b, for which the Toscano Law Firm shall verify, and neither City of Newark or its counsel shall have any responsibility for same.

4. Releases

- a. In consideration of the above described payment of the Settlement Payment to plaintiff by Defendant City of Newark, plaintiff, on behalf of himself, his predecessors, heirs, successors, agents, assigns and estate, and any other entity or person who could make a claim by or through her, does hereby fully and forever release, remit, acquit, remise, hold harmless and discharge all City Defendants, together with the City's respective past, present and future employees, officers, directors, officials, divisions, departments, agents, insurers, attorneys, representatives, heirs, predecessors, successors and assigns, jointly and individually, from any and all past and future claims, liabilities, demands, obligations, lawsuits, injuries, losses, costs, damages, actions, causes of action, expense and

compensation, of any kind or nature whatsoever, known or unknown, foreseen or unforeseen, direct or indirect, fixed or contingent, which plaintiff has or may have against the City Defendants from the beginning of time through the date of this Agreement, including but limited to any and all claims in law, equity, contract, tort public policy, any claims or causes of action for personal injuries, medical bills, lost wages, and any and all liens of whatever nature and whatever kind arising out of or in any way connected with the Action for claims including but not limited to those arising pursuant to Title VII of the Civil Rights Act of 1964; Sections 1981 through 1988 of Title 42 of the United States Code (Civil Rights Act of 1871); Civil Rights Act of 1991; the Americans with Disabilities Act ("ADA"); the Rehabilitation Act of 1973; the Age Discrimination in Employment Act ("ADEA"); any other Federal, State and/or local civil rights law or any other local, State or Federal laws, regulations, statutes or ordinances involving labor/employment or other applicable matters; any claims under public policy, contract (express, written, implied or oral), tort and/or common law;

- b. Plaintiff, on behalf of himself, his predecessors, heirs, successors, agents, attorneys and assigns, and any other entity or person who could make a claim by or through her, does hereby release and forever discharge the City Defendants and all of their respective employees, agents, representatives, officers, directors, shareholders, successors, parent corporations, subsidiaries, affiliated or related companies, attorneys, insurers, re-insurers, assigns, affiliates, predecessors, successors and heirs, and each

of them, of and from any and all contractual, extra-contractual and equitable claims, demands, causes of action, liabilities, losses, costs, attorney's fees, damages and expenses of any kind whatsoever which he had, has or which she could have had arising from or related to the pending litigation, including all claims which could have been brought in or in conjunction therewith.

5. **Representations and Warranties.** Each of the Parties hereby warrants, represents and acknowledges to each of the other parties the following:
- a. They have the right to execute this Agreement and give or receive the consideration given herein, and are under no legal disability of any kind that would affect their to enter into this Agreement.
 - b. They have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims covered by this Agreement.
 - c. The consideration given for this Agreement is fair, reasonable, sufficient, just and adequate and constitutes lawful consideration supporting the execution of this Agreement.
 - d. The Parties are entering into this Agreement based solely and exclusively upon their and/or their counsel's own analysis of the facts and/or information of which they and/or their counsel are independently aware and not based upon or in reliance upon any statements and/or representations of any of the other parties, except to the extent that such statements and/or representations are fully and expressly set forth in this Agreement.
6. **Liens.** For and in consideration of the above sum, the plaintiff hereby agrees to satisfy all liens and encumbrances that may apply to the above sum including but

not limited to medical providers, medical insurance companies, HMOs, Medicare, Medicaid, Workers' Compensation liens, any and all subrogation claims, child support liens, attorneys' liens, all statutory or common law liens, judgment liens, taxes and/or penalties sought from or assessed to City Defendants by any state or federal government agency, including but not limited to Social Security payroll taxes, state and/or federal disability payments, unemployment taxes, and/or state and/or federal income taxes. Plaintiff further acknowledges and agrees that all federal and state income taxes and/or penalties relating to the payment set forth in this Agreement is her sole responsibility. Plaintiff hereby agrees to indemnify all the above named City Defendants and their respective insurance carriers against any further liability for the satisfaction of any such liens or encumbrances. If a claim is hereafter made against any of the City Defendants named in this Agreement by anyone seeking payment of any such lien, plaintiff will indemnify and hold the City Defendants harmless for any such liens and for any costs associated with defending against such claim including, but not limited to, attorneys' fees, costs of suit and interest.

7. **No Admission of Liability.** This Agreement is the result of a compromise and settlement of disputed claims, and the actions taken pursuant hereto shall not be construed as an admission of liability, fault or wrongdoing on the part of any of the City Defendants, which liability is disputed and expressly denied, and is being entered into solely for the purpose of economic expediency. Neither the negotiation nor the execution of this Agreement, nor the performance according to its terms,

is without prejudice or value as precedent or as interpretation of the conditions and/or terms of the policy and shall not be cited in any other matter.

8. **Integrated Agreement.** This Agreement constitutes the entire agreement among the plaintiff, plaintiff's counsel and City Defendants, and supersedes all previous understandings, commitments or representations concerning its subject matter. This Agreement may not be modified or amended, except upon the written consent of the Parties.
9. **Applicable Law.** The terms of this Agreement and any disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to choice of law principles. The Parties submit themselves to the *in personam* jurisdiction of the Federal District Court of New Jersey, which shall have exclusive jurisdiction to resolve any disputes or claims arising from this Agreement.
10. **Headings.** The descriptive headings of the several sections contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
11. **Severability.** If any term or provision of this Agreement or the application thereof to any party, person or circumstance, shall to any extent be found to be invalid or unenforceable, the remainder of the Agreement, or the application of such provision to a party, person or circumstance other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforceable to the extent permitted by law.

12. **Counterparts.** Execution of this Agreement may be executed in separate counterparts, and by facsimile or e-mail, and each such counterpart shall be deemed an original with the same effect as if all Parties had signed the same document.
13. **Interpretation.** This Agreement is the product of negotiation among the Parties and their counsel with no one person or entity being vested with primary drafting responsibility. The Parties to this Agreement acknowledge that each party and its/their respective counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities shall be construed against the drafter of same shall not be employed in the interpretation and/or construction of the Agreement.
14. **Parties Bound by the Agreement.** This Agreement applies to plaintiff and anyone who succeeds to his respective right and responsibilities including, but not limited to, her respective heirs, respective right and responsibilities including, but not limited to, her respective heirs, successors, assigns, executors, administrators, predecessors, agents, and representative, and City Defendants and their respective past, present and future employees, officers, directors, officials, divisions, departments, agents, insurers, attorneys, representatives, predecessors, successors and assigns.
15. **Dismissal of the Action.** The Parties, through their counsel, shall sign Stipulations of Dismissal with Prejudice and Without Costs ("Stipulations") with regard to the Action, the filing of which shall be made by plaintiff's counsel within ten (10) days of receipt of the settlement check. The filing of the Stipulations shall

in no way preclude the Parties hereto from filing suit based on another party's break of one or more of the terms of this Agreement and/or the covenants contained herein.

16. **Confidentiality.** This Agreement and the implementation of any of its terms shall not be released or disseminated by the Plaintiff or her attorney. It is expressly understood, however, that the City may be required to disclose information pursuant to the New Jersey Open Public Records Act, and the terms of this settlement may otherwise be made public pursuant to New Jersey law, however, neither the Plaintiff nor her attorney shall directly or indirectly cause another to submit an OPRA request for any information relating to this matter. All parties and counsel agree that all negotiations leading up to this Agreement will be considered confidential. None of the parties or their counsel will disclose any of those terms or negotiations to anyone other than their respective attorneys, insurers and reinsurers. The Plaintiff and her counsel agree that this Agreement and Release will not voluntarily be disclosed to anyone unless the party making the disclosure has been compelled to do so pursuant to the Order of the Court. **Although the Parties may have agreed to keep the settlement and underlying facts confidential, such a provision is unenforceable against the City if Plaintiff publicly reveals sufficient details of the claim so that the City is reasonably identifiable.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed.

WITNESS:

Dated: _____

ANTONIO MANATA,

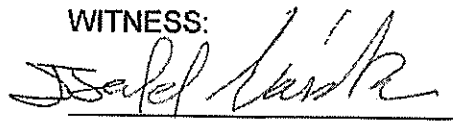
WITNESS:

CITY OF NEWARK

BY: _____

Dated: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed.

WITNESS:


Dated: 11/29/22


ANTONIO MANATA,

WITNESS:

CITY OF NEWARK

_____ BY: _____

Dated: _____

SCIRO & MAROTTA, P.C.
Jonathan W. Marotta, Esq. – ID: 020842007
66 Hamilton Street, Suite 103
Paterson, New Jersey 07505
(973) 279-7712
Attorneys for Defendant, The City of Newark

**IN THE
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

ANTONIO MANATA, Clark Police Lieutenant	:	
	:	
	:	
Plaintiff,	:	
	:	Civil Action No.
vs.	:	
	:	2:19-cv-09416-SDW-LDW
	:	
CITY OF NEWARK, EVARISTO CORDERO, RUI PINTO AND ROBBY RIOS	:	
	:	
Defendants.	:	STIPULATION OF DISMISSAL

This matter, having been amicably resolved by and between plaintiffs and defendants, it is hereby stipulated and agreed that this matter shall be dismissed with prejudice as against all defendants and without any costs to any party.



Patrick Toscano, Esq.
Toscano Law Firm
80 Bloomfield Avenue, Suite 101
Caldwell, NJ 07006
Attorney for Plaintiff, Antonio Manata

Jonathan Marotta, Esq.
Sciro & Marotta, Esqs.
66-68 Hamilton Street, Suite 103
Paterson, NJ 07505
Attorneys for Defendant, City of Newark

Date:

Daniel Antonelli, Esq.
Antonelli Kantor
354 Eisenhower Parkway, Suite 1000
Livingston, NJ 07039
Attorneys for Defendant, Robby Rios

Date:

Michael DeMarco, Esq.
Ricca & Fava
16 Furler Street
Totowa, NJ 07512
Attorneys for Defendant, Evaristo Cordero

Date:

Morrison K. Fairbairn, Esq.
79 Mainbridge Lane
Willingboro, NJ 08046
Attorneys for Defendant, Rui Pinto

Date: