

Transaction #

08/05/2026

Date

County Counsel

Department/Agency



Authorized Signature

01-201-20-155-130-091

Account Number

Vendor Reference #

802275

Vendor #

FOR ACCOUNTS & CONTROL USE ONLY

VENDOR NAME & ADDRESS	DESCRIPTION	AMOUNT
Payable to: Einhorn Barbarito, Esqs. 4 Campus Drive - Suite 300 P.O. Box 169 Parsippany, NJ 07054	In Re: Antonio Rua vs. Essex County Prosecutor's Office, et al. Docket No. ESX-L-7075-22	115,000.00
CLAIMANT'S CERTIFICATION & DECLARATION I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars, that the articles have been furnished or services rendered as stated therein, that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim that the amount therein stated is justly due and owing, and that the amount charged is a reasonable one.		115,000.00

SIGN HERE

DATE

8/25/26
DEPARTMENT COPY

SETTLEMENT AGREEMENT AND GENERAL RELEASE

Antonio Rua v. Essex County Prosecutor's Office, et al.

Docket No. ESX-L-7075-22

This Settlement Agreement and General Release, ("Agreement"), is entered into this 28 day of July, 2026 by and between the Plaintiff, Antonio Rua ("Plaintiff") and County of Essex and Essex County Prosecutor's Office ("the County Defendants") (the Plaintiff and the Defendants collectively referred to as the "Parties"); and

WHEREAS, the Parties have agreed to settle all of the claims in this matter in an amicable way and dismiss all claims with prejudice and therefore, after consultation between legal counsel and following extensive negotiations, have agreed to enter into this Agreement in order to formalize their compromise, which willfully and finally resolve this litigation; and

WHEREAS, the Defendants do not admit liability or any wrongdoing of any kind, and;

WHEREAS, having negotiated in good faith, the Parties enter into this Agreement in order to reach a compromise to fully and finally resolve their dispute in this litigation, and hereby agree as follows:

1. **Release From All Claims:**

The execution of this Agreement will constitute the full release by Plaintiff of all claims known and unknown that he ever had or may have against the Essex County Defendants arising up to and including the date of the execution of this Agreement, including all claims that were alleged in the Complaint, any and all claims that could be alleged in the Complaint, as well as

any and all claims for Worker's Compensation, physician's liens, hospital liens, Medicaid liens, Medicare liens, welfare liens, and any other medical insurance liens.

2. Consideration:

In consideration for this Settlement Agreement and Release, the Defendant, County of Essex, will provide payment to the Plaintiff in the amount of \$115,000.00 for full and final settlement of all claims as provided for herein.

The Plaintiff agrees that the payment of the Settlement Proceeds is subject to an appropriate child support lien or judgment if established and still existing.

3. Full and Final Settlement:

This Agreement represents a full and final settlement of the dispute between the Parties. The Parties expressly acknowledge and agree that the payment of the Settlement Proceeds is for all of the claimed damages, including, but not limited to, compensatory damages, attorney's fees, litigation costs and/or expenses incurred by and/or on behalf of Plaintiff or Essex County Defendants with respect to this litigation, and any and all other claims, cross-claims and/or counterclaims which Plaintiff or Essex County Defendants, asserted and/or could have asserted including those which are not specifically mentioned in this Agreement, except for any such claims as may be necessary to seek enforcement of the terms of this Agreement. This means that Plaintiff releases any and all claims that Plaintiff asserted and/or could have asserted against each of the Essex County Defendants, and that Defendants release any and all claims that Defendants asserted and/or could have asserted against Plaintiff, in this or any other forum arising out of the facts and circumstances set forth in the Complaint by executing this Agreement.

4. General Release:

(a) In consideration for the making of this Agreement and for the Payment of the Settlement Proceeds, and for other benefits realized by the Parties under this Agreement, Plaintiff, for herself, her heirs, administrators, beneficiaries, assigns, executors, and attorneys, knowingly, voluntarily and unconditionally releases and forever discharges County defendants, their agents, officers, directors, employees, representatives, parents, subsidiaries, subcontractors and contractors and assigns, both jointly and individually, in both their personal and official capacities from any and all rights, claims, causes of action, without limitation, arising out of the Complaint, including, but not limited to, claims for damages, acts, or practices including, without limitation, any claims arising out of or in any way related to the Complaint.

(b) Plaintiff further expressly acknowledges that he is releasing and waiving any and all claims for costs, expenses, and/or attorneys' fees in connection with the prosecution of the Complaint.

(c) Defendants expressly acknowledge that they are releasing and waiving any and all crossclaims that may have been alleged or could have been alleged in their respective answers to the Complaint against the other Defendants with prejudice.

5. Non-Assignment:

By executing this Agreement, the Parties expressly certify, acknowledge, and represent that they have not assigned to any third party any right or claim that any Party has, may have or believes that the Party has or may have against any other Party. Plaintiff and Defendants further certify that they have no other charges, claims and/or complaints of any kind pending against the other, and further covenant and certify that they will not file or cause to be filed any charge,

claim or complaint of any kind against the other seeking civil and/or criminal sanctions, personal recovery and/or injunctive relief based upon any facts leading up to the date of the signing of this Agreement.

6. No Admission of Liability:

Defendants expressly deny liability for any and all of the Plaintiff's claims, whether known or unknown, alleged in the Complaint. It is understood and agreed between the Plaintiff and the Defendants that this Agreement will not be construed any time or for any purpose as an admission by Defendants of any act or omission alleged by Plaintiff, or any acts or omissions that could have been alleged by the Plaintiff, or any liability or responsibility for any wrongdoing of any kind;

(b) The Parties expressly agree that no Party shall be considered to be a "prevailing Party" as a result of this Agreement;

(c) The Parties further agree that this Agreement shall not be offered, used or considered as evidence in any proceeding of any type, except to the extent necessary to enforce the terms of this Agreement. The Parties further agree and understand that they shall not provide a copy of this Agreement to any person, other than their attorneys, except if compelled to do so by legal process.

7. Attorneys' Fees

The Parties, and their counsel, expressly waive and release each other from any and all claims for attorneys' fees and costs, including, but not limited to, claims for attorneys' fees and costs allowed under any Federal, State and/or local law, statute, regulation and/or ordinance.

8. Binding Agreement:

This Agreement shall be binding and inure to the benefit of Plaintiff and any and all of her respective heirs, representative's successors and assigns, and to the Defendants, their present or former departments, elected and appointed officials, officers, directors, agents, administrators, attorneys, representatives, past and present employees, and any and all of their respective heirs, representatives, successors and assigns.

9. Mutual Non-Disparagement:

The Parties mutually agree to forbear from making, causing to be made, publishing, ratifying or endorsing any and all disparaging remarks, derogatory statements or comments made to any person or entity with respect to any of the Parties.

10. Language:

The language of this Agreement has been negotiated and is a product of the draftsmanship of all of the Parties, and shall, in all cases, be construed as a whole according to its objective and fair meaning and shall not be interpreted in favor of or against any party. Not by way of limiting the foregoing, the interpretation of any provision (in part or in whole) of this Agreement shall not, in any manner, be interpreted against the drafter.

11. Entire Agreement:

This Agreement constitutes the entire agreement between the Plaintiff and the Defendants with respect to the Complaint and supersedes all prior written or oral agreements, statements, offers or understandings between the Parties with respect to the Complaint. The Parties acknowledge that they are not relying on any other representations, warranties, agreements or

undertakings other than those expressly contained herein. This Agreement shall not be amended, modified or revised except by a written instrument duly signed by all of the Parties hereto, or their respective successors or assigns. No oral statement of any person in any manner or degree, modify the terms and provisions of this Agreement.

12. Controlling Law and Venue:

This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey. To the extent that any Party seeks to enforce the provisions of this Agreement or litigate any other dispute or controversy among them arising out of the matter herein, any and all such actions shall be filed and venued only in the Superior Court of New Jersey.

13. Severability:

If any provision of this Agreement is declared invalid or unenforceable by any court of competent jurisdiction, and if such provision cannot be modified to be enforceable to any extent or in any application, the remaining provisions of this Agreement shall nevertheless survive and continue in full force and effect.

14. Counterparts:

This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which will constitute one and the same.

15. Cooperation:

Plaintiff agrees to sign any document necessary to effectuate this Agreement pursuant to the procedures of the County of Essex.

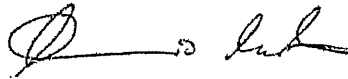
16. Authority to Sign:

Each Party hereby represents and warrants that the individual signing this Agreement on their behalf, if applicable, has the full power and authority to enter into this Agreement.

BY SIGNING THIS SETTLEMENT AGREEMENT AND RELEASE THE PARTIES SPECIFICALLY ACKNOWLEDGE THAT:

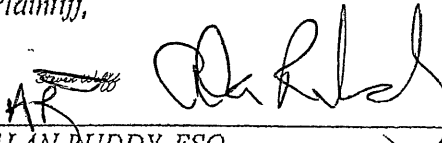
- A. THEY HAVE READ IT;
- B. THEY UNDERSTAND IT AND KNOW THAT THEY ARE GIVING UP IMPORTANT LEGAL RIGHTS;
- C. THEY AGREE WITH EVERYTHING IN IT AND TO ABIDE BY THE TERMS OF THIS AGREEMENT;
- D. THEY HAVE SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY.

DATED:



ANTONIO RUA (or representative)
Plaintiff,

DATED:



ALAN RUDDY, ESQ.
ASSISTANT COUNTY COUNSEL
*On behalf of Defendants, County of Essex and
Essex County Prosecutor's Office*