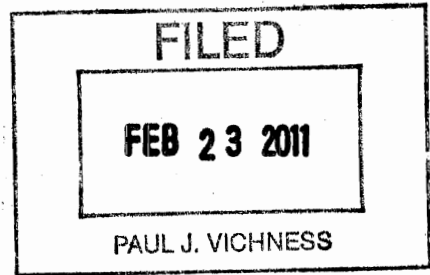


ANNA PERERIA, CORPORATION COUNSEL
BY: DANIELLE P. TOROK
FIRST ASSISTANT CORPORATION COUNSEL
CITY OF NEWARK
920 BROAD STREET, ROOM 316
ATTORNEYS FOR CITY OF NEWARK AND POLICE
DIRECTOR GARRY MCCARTHY



NICHOLAS BOTTI

Plaintiff,

vs.

CITY OF NEWARK, NEWARK POLICE
DIRECTOR GARRY MCCARTHY,
LIEUTENANT MORRELLO, JULIO
PAREDES III (BADGE NO. 7858) JOHN
DOE I, AND JOHN DOE II.

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ESSEX COUNTY

Docket No. L-958-11

Civil Action

CONSENT ORDER

This matter having been opened to the Court by Bennet D. Zurofsky and Edward Barocas, attorneys for plaintiff Nicholas Botti, seeking relief by way of preliminary injunction and Verified Complaint, and legal counsel for the plaintiff and the Office of the Corporation Counsel for the City of Newark having amicably discussed and agreed upon a resolution of the dispute, and for good cause shown;

IT IS on this 23rd day of February, 2011, Ordered as follows:

1. The defendants, City of Newark and Newark Police Director Garry McCarthy) (hereinafter, collectively referred to as the Defendants) agree that the City of Newark shall not restrict or prohibit Plaintiff or any other persons from engaging in free speech activity, including

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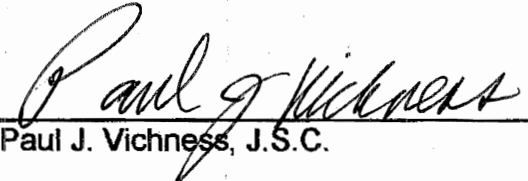
but not limited to holding signs and distributing literature, on City streets, sidewalks and parks, including but not limited to the public sidewalks abutting and near the Prudential Center in the City of Newark, except when such activities involve groups of 50 or more as authorized by City Ordinance Title 5, Chapter 10, as amended and supplemented (hereinafter referred to as the "Special Events Ordinance"). This provision shall not limit in any way the City of Newark's ability to enforce the requirements of Title 29, Streets and Sidewalks providing, inter alia, for the safe passage of vehicular and pedestrian traffic; and

2. The City of Newark shall review its training procedures with regard to the Special Events Ordinance and offer refresher training once every 6 months to City employees who are involved in the processing of Special Events Permit Applications. Such employees shall receive training that specifically includes information on the rights of persons to engage in free speech activities as described in paragraph 1. All persons subject to training shall be informed that "no person or persons who seek to engage in free speech activity on City sidewalks, streets or parks shall be required to obtain a permit so long as those activities are expected to be engaged in by a group of fewer than 50 persons." The City shall also provide training to police officers upon hiring, and shall also receive follow-up training approximately once every six months either through

semi-annual department wide-training or at roll-call, regarding the right of persons to engage in free speech activities on the City's streets, sidewalks and parks as set forth in paragraph 1 above. Specifically, the trainings shall include a statement that: "persons have the right to engage in free speech activity, including but not limited to holding signs and distributing literature, on all City sidewalks, streets and parks, without requiring a permit so long as the activity occurs in groups of fewer than 50 persons." This shall not preclude officers from ensuring the safe passage of pedestrian and vehicular traffic as set forth more specifically in City Ordinance Title 29, Streets and Sidewalks; and

3. The Parties agree that the entry of this Consent Order does not alter or in any way invalidate any portion of the Special Events Ordinance and that the City of Newark may enforce that ordinance according to its terms; and
4. The Plaintiff hereby dismisses his Order to Show Cause Requesting Injunctive Relief and his Verified Complaint in its entirety with Prejudice; and
5. The City hereby agrees to reimburse Plaintiff the costs of his attorney fees incurred in connection with this matter which total one thousand six hundred dollars (\$1600.00). Plaintiff ^{will execute} ~~has executed~~ the attached Settlement Agreement and Release attached hereto as Exhibit A; and

6. The Parties acknowledge that the entry of this Consent Order reflects a compromise of a disputed claim and does not in any way admit liability on the part of Defendants.
7. A copy of the within Order shall be served on counsel within five (5) days of receipt.

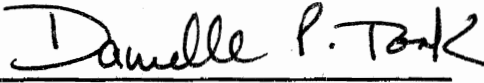

Paul J. Vichness, J.S.C.

I HEREBY CONSENT TO THE
FORM AND ENTRY OF THE
WITHIN ORDER

BENNET D. ZUROFSKY
EDWARD BAROCAS
ATTORNEYS FOR
PLAINTIFF

OFFICE OF CORPORATION
COUNSEL – CITY OF NEWARK
ATTORNEYS FOR
DEFENDANTS

BY: 
EDWARD BAROCAS

BY: 
DANIELLE P. TOROK
FIRST ASSISTANT CORP
COUNSEL

DATED: Feb. 23, 2011

DATED: Feb. 23, 2011

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

This Release, dated the ____ day of _____, 2011, is given

BY THE RELEASOR(S): NICHOLAS BOTTI, hereafter referred to as "PLAINTIFF"

TO: THE CITY OF NEWARK and its employees, agents and/or servants, referred to as the "CITY" or "YOU."

1. **RELEASE.** Plaintiff releases and gives up any and all claims and rights which it may have against the CITY including those of which it is not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now. I specifically release the following claims:

Any and all claims of any type, nature or description, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the releaser now has or which may hereinafter accrue on account of or in any way arising out of the matter of Nicholas Botti v. City of Newark, et al., Docket No. L-958-11.

It is understood and agreed that this settlement is the compromise of a disputed claim, and that the payment made is not to be construed as an admission of liability on part of the party or parties hereby released, and that said releases deny liability therefore and intend merely to avoid litigation and to buy their peace.

2. **PAYMENT.** Plaintiff has been paid a total of \$1600.00 (One Thousand Six Hundred Dollars), in full payment for making this Release. Plaintiff agrees that he will not seek anything further from the City.

3. **WHO IS BOUND.** Plaintiff is bound by this Release. Any person or entity that succeeds to Plaintiff's rights and responsibilities, is also bound. This Release is made for the City's benefit and all who succeed to your rights and responsibilities, such as your heirs or the executor of your estate.

4. **ATTORNEY REVIEW.** Plaintiff has had an opportunity to confer with an attorney to obtain complete and independent advice regarding any rights, remedies, privileges or obligations Plaintiff may have and have determined to execute this Release.