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RAVON HINTON,  
  
Plaintiff-Appellant,

: SUPERIOR COURT OF NEW JERSEY  
: APPELLATE DIVISION  
: DOCKET NO.: A-002923-24  
:

v.

: CIVIL ACTION  
:

KEYLA J. RIVAS ACOSTA, KENIA:  
B. ACOSTA FELIZ, UBER :  
TECHNOLOGIES, INC., RAISER :  
LLC, ABC CORPORATIONS. 1-10, :  
(Fictitious names representing :  
Unknown Corporations) and JOHN :  
DOES "A" - "D," (fictitious :  
Names representing unknown :  
Individuals), :

SUPERIOR COURT OF NEW JERSEY  
PASSAIC COUNTY: LAW DIVISION  
DOCKET NO.: PAS-L-1431-24

Sat below: The Hon.Thomas LaConte, J.S.C

Defendant(s)-Respondent.  
\_\_\_\_\_  
:

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BRIEF ON BEHALF OF PLAINTIFF-APPELLANT,  
RAVON HINTON

---

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Honorable Judges of the Superior Court of New Jersey  
Before Honorable Frank Covello J.S.C.  
Appellate Division  
Richard J. Hughes Justice Complex  
PO Box 006  
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Re: RAVON HINTON v. KEYLA J. RIVAS ACOSTA, et al.  
Docket No.: PAS-L-1431-24  
On Appeal from an Interlocutory Order of the Superior Court of New  
Jersey, Law Division, Passaic County.  
Sat Below: The HON. THOMAS J. LACONTE, J.S.C.

Honorable Judges:

Pursuant to R. 2:6-2(b), and R. 2:6-4(a), this letter in lieu of formal brief is  
submitted on behalf of Plaintiff-Appellant RAVON HINTON.

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**LIST OF PARTIES**

1. Ravon Hinton –Appellant-Plaintiff
2. Keyla J. Rivas Acosta, Kenia B. Acosta Feliz, Uber Technologies, Inc.,  
Raiser LLC-Respondents-Defendants

**PRELIMINARY STATEMENT**

This controversy has its genesis in an accident that occurred on September 17, 2023, at the corner of Grand Street and Main Street in Paterson, New Jersey. At that time, Defendant Keyla Rivas Acosta was operating a vehicle owned by Defendant Kenia Acosta Feliz (hereinafter Kelya Rivas Acosta or defendant) and attempted a turn from Grand Street onto Main Street. It was dark and raining at the time and the defendant struck the plaintiff, Ravon Hinton, as he was attempting to cross Main Street. The defendant struck the Plaintiff and caused substantial injuries. There was no discussion as to any injuries suffered by the Plaintiff or the opportunity of the Plaintiff to speak with anyone concerning injuries or damages, he sustained. There was allegedly discussion regarding a proposed settlement by the defendant, who wished to avoid notifying his insurance company. The police cameras did not reflect all of the conversations between the parties, were unintelligible and were beyond the scope of their expertise. A review of police tapes shows that the police did not take any statements from the Plaintiff, and it was the defendant who was insisting on settling the matter. When the Plaintiff did go to the hospital serious injuries were found.

The police cameras did not record all of the conversations and much was unintelligible. Also, their discussions were beyond their expertise. The agreement was not valid as it was not accepted and there was no meeting of the minds, the elements of a valid contract. The elements of the night in question also would have affected the ability of the Plaintiff to make an educated decision as to whether to consider the offer of the defendant.

## PROCEDURAL HISTORY

1. This controversy has its genesis in an accident that occurred on September 17, 2023, at the corner of Grand Street and Main Street in Paterson, New Jersey. At that time, Defendant Keyla Rivas Acosta was operating a vehicle owned by Defendant Kenia Acosta Feliz (hereinafter Kelya Rivas Acosta or defendant) and attempted a turn from Grand Street onto Main Street. It was dark and raining at the time and the defendant struck the plaintiff, Ravon Hinton, as he was attempting to cross Main Street. The defendant struck the Plaintiff and caused serious injuries. (1a)
2. The defendant filed a Motion to Enforce the alleged Settlement (32a)
3. The plaintiff opposed the motion. (41a) The Court granted the Defendant's Motion (46a), and this appeal followed.
4. Plaintiff filed a complaint in the Passaic County Law Division on May 13 2024. (1a)
5. The defendant filed an answer on or about July 17, 2024. (13a)
6. The Discovery period had an end date of May 13, 2025.
7. Defendant filed a motion to enforce the alleged settlement on February 2, 2025 (32a)
8. The court granted the defendant's Motion to Enforce the alleged settlement on May 15, 2025. (53a)

9. The plaintiff filed a Notice of Appeal on or about May 20, 2025. (55a)
10. The plaintiff filed this Appellate Brief with the Appellate Division in support of their appeal of the Order of May 15, 2025.

### STATEMENT OF FACTS

This controversy has its genesis in an accident that occurred on September 17, 2023, at the corner of Grand Street and Main Street in Paterson, New Jersey. At that time, Defendant Keyla Rivas Acosta was operating a vehicle owned by Defendant Kenia Acosta Feliz (hereinafter Kelya Rivas Acosta or defendant) and attempted a turn from Grand Street onto Main Street. It was dark and raining at the time and the defendant struck the plaintiff, Ravon Hinton, as he was attempting to cross Main Street. The defendant struck the Plaintiff and caused serious injuries. There was no discussion as to any injuries suffered by the Plaintiff or the opportunity to speak with anyone concerning injuries or damages, he sustained.

(1a)

A review of the police tapes show that the Police did not take any statements from the Plaintiff, and it was the defendant who was insisting on settling the matter so as not to notify her insurance carrier. The Plaintiff appeared dazed, and no determination was made as to any injuries he had sustained. When he did go to the hospital serious injuries were discovered. The police cameras did not record all of the conversations and a great deal of it was unintelligible. (42a) The alleged agreement was not a valid agreement. The elements of a valid contract did not exist. The facts, as evidenced by the police tapes, show it was a rainy night, an

accident has just occurred, and many police were on the scene. (42a) All these factors would have affected the capacity of the Plaintiff to carefully consider the ramifications of the defendant's offer and the capacity to enter into the proposed agreement.

POINT 1

THE COURT COMMITTED AN ERROR IN  
ENFORCING THE ALLEGED AGREEMENT WITHOUT  
HOLDING A HEARING AS TO ITS VIABILITY AS A  
CONTRACT

The alleged agreement was not a valid agreement. While there may have been an offer on the defendant's behalf there was no acceptance, no meeting of the minds and no agreement. The elements of a valid contract did not exist.

The Court should also have considered the fact as evidenced by the Police tapes that it was a rainy night, the parties had just had an accident where the Plaintiff was stuck by defendant's vehicle, and a plethora of police were on scene. All of this would have affected the capacity of the Plaintiff to carefully consider the ramifications of the defendant's proposal and his ability to properly have the requisite capacity to enter into such an agreement.

The burden of proving a settlement exists is on the party seeking to enforce the settlement. *Amatuzzo v. Kozmiuk*, 305 N.J. Super. 469, 475 (App. Div. 1997). Because there is a question raised as to the validity of the purported agreement the court needs to conduct a plenary hearing. See *Rova Farms Resort v. Inv'rs Ins. Co.*, 65 N.J. 474, 484 (1974). When the evidence

is largely testimonial and involves questions of credibility it is for the court to make such a determination. *Seidman v. Clifton Sav. Bank, S.L.A.*, 205 N.J. 150, 169 (2011) (quoting *Cesare v. Cesare*, 154 N.J. 394, 411-12 (1998)).

A settlement agreement is subject to the ordinary principles of contract law. See *Thompson v. City of Atlantic City*, 190 N.J. 359, 374 (2007). "A settlement agreement between parties to a lawsuit is a contract," *Nolan v. Lee Ho*, 120 N.J. 465, 472 (1990), which "arises from offer and acceptance, and must be sufficiently definite `that the performance to be rendered by each party can be ascertained with reasonable certainty.'" *Cumberland Farms, Inc. v. N.J. Dep't of Env'tl. Prot.*, 447 N.J. Super. 423, 439 (App. Div. 2016) (quoting *Weichert Co. Realtors v. Ryan*, 128 N.J. 427, 435 (1992)). "Courts enforce contracts `based on the intent of the parties, the express terms of the contract, surrounding circumstances and the underlying purpose of the contract.'" *Manahawkin Convalescent v. O'Neill*, 217 N.J. 99, 119 (2014) (quoting *Caruso v. Ravenswood Devs., Inc.*, 337 N.J. Super. 499, 506 (App. Div. 2001). "[W]hen the intent of the parties is plain, and the language is clear and unambiguous, a court must enforce the agreement as written, unless doing so leads to an absurd result." *Capparelli V Lopatin*, 459 N.J. Super. 584 at 604 (quoting *Quinn v. Quinn*, 225 N.J. 34, 45 (2016). "A

court's role is to consider what is 'written in the context of the circumstances' at the time of drafting and to apply 'a rational meaning in keeping with the expressed general purpose.'" *Sachau v. Sachau*, 206 N.J. 1, 5-6 (2011) (quoting *Atl. N. Airlines, Inc. v. Schwimmer*, 12 N.J. 293, 302 (1953)); see also *In re Cnty. of Atlantic*, 230 N.J. 237, 254 (2017).

A Harrington hearing involves a scenario where one party alleges that during a settlement conference and/or ongoing negotiations, the litigants had actually entered into an oral settlement agreement which the court should now enforce over the other party's objection. Sometimes, the dispute requires a full plenary hearing, relative to issues and principles enunciated by the appellate court in the namesake case of *Harrington v. Harrington*, 281 N.J. Super. 39 (App. Div., 1995). In *Harrington*, the appellate court remanded the matter to the trial court for a plenary hearing on the contested issue of whether the parties did, or did not, reach an oral settlement of the case during their negotiations. In essence, *Harrington* opened the door for case-within-a case litigation, involving the enforceability of an alleged oral settlement arising during ongoing negotiations. Perhaps the most pertinent question regarding a Harrington hearing is whether opposing parties have or have not actually agreed on the essential terms of a settlement. *Ibid.* In order for a contract to form, there must be a "meeting of the minds." *State v. Ernst*

& Young, 386 N.J. Super. 600, 612 (App. Div. 2006) (quoting Johnson & Johnson v. Charmley Drug Co., 11 N.J. 526, 538 (1953)). A “meeting of the minds” means there is “a common understanding and mutual assent of all the terms of a contract.” Knight v. New England Mut. Life Ins. Co., 220 N.J. Super. 560, 565 (App. Div. 1987) (citation omitted), certif. denied, 110 N.J.184 (1988).

The Court has reiterated those considerations that are relevant to vacating a settlement agreement. In Brundage v. Estate of Carambio, 195 N.J. 575, 601, (2008), the Court noted:

However, “[i]f a settlement agreement is achieved through coercion, deception, fraud, undue pressure, or unseemly conduct, or if one party was not competent to voluntarily consent thereto, the settlement agreement must be set aside.” [*Id.* at 600, (quoting Peskin v. Peskin, 271 N.J. Super. 261, 276, (App.Div.) certif. denied,

Defendants’ Motion should have been denied or in the alternative a Harrington hearing held to determine its’ admissibility.

POINT II

NJ Rev Stat § 17:29B-15 (2024), PROVIDES THAT  
A WAIVER OF RIGHTS BY A CLAIMANT TO  
COMPENSATION FOR PERSONAL INJURIES SIGNED  
WITHIN 30 DAYS OF THE EVENT IS UNENFORCEABLE

New Jersey law, specifically NJ Rev Stat § 17:29B-15 (2024), states that no insurance release or waiver of rights by a claimant to compensation for personal injury or wrongful death arising from an accident or disaster executed within 30 days after the date of the event shall be enforceable. The written disclosure shall be clearly readable, in 12-point bold type and shall include the following:

"New Jersey law guarantees to accident and disaster victims the right to review and cancel an insurance release or waiver of rights to compensation for personal injury or wrongful death arising from an accident or disaster if the insurance release or waiver is signed by the claimant within the 30-day period immediately following the accident or disaster. Under State law you have 10 days from the day you sign the insurance release or waiver of rights to file a notice of cancellation with the insurer that accepted your release or waiver of rights to compensation. You also may seek the advice of an attorney to review the waiver or release and to represent you if you so choose.

If an individual accepts a settlement offer within 30 days of the accident, they have the right to review and potentially cancel the release or waiver within a 10-day period.

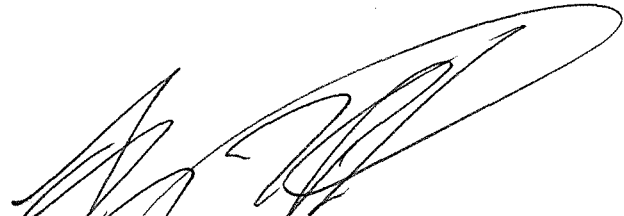
While it does not appear that there is any interpretive case as to this statute, it is clear that it is applicable in this case.

CONCLUSION

For the reasons set forth in the foregoing, the May 15, 2025, Order finding the alleged agreement to be a valid contract should be reversed and Plaintiff's Complaint should be reinstated.

Respectfully submitted,

AMY L. PETERSON, P.C.



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Amy L. Peterson, Esq.  
Attorney for Appellant



**SUPERIOR COURT OF NEW JERSEY  
APPELLATE DIVISION**

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RAVON HINTON,  
  
Plaintiff-Appellant,

SUPERIOR COURT OF NEW JERSEY  
APPELLATE DIVISION

DOCKET NO.: A-002923-24

v

APPEAL FROM:

KEYLA J. RIVAS ACOSTA, KENIA  
B. ACOSTA FELIZ, UBER  
TECHNOLOGIES, INC., RAISER,  
LLC, ABC CORPORATIONS 1-10,  
(fictitious names representing  
unknown corporations) and JOHN  
DOES “A”-“D”, (fictitious names  
representing unknown individuals,)

SUPERIOR COURT OF NEW JERSEY  
PASSAIC COUNTY: LAW DIVISION

DOCKET NO.: PAS-L-1431-24

Appeal From An Order of the Superior  
Court of New Jersey Passaic County  
Dismissing a Complaint with Prejudice

Defendant(s)-Respondents

SAT BELOW:

HON. THOMAS LACONTE, J.S.C.

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**DEFENDANTS-RESPONDENTS KEYLA J. RIVAS ACOSTA AND KENIA  
B. ACOSTA FELIZ’ BRIEF IN OPPOSITION TO APPEAL**

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Honorable Judges of the Superior Court of New Jersey  
Appellate Division  
Richard J. Hughes Justice Complex  
PO Box 006  
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**Re: Ravon Hinton v. Keyla B. Rivas-Acosta, et al.**  
**Docket No.: A-002923**  
**Law Division Docket No.: PAS-L-1431-24**  
**On Appeal from a Final Order of the Superior**  
**Court of New Jersey, Law Division, Passaic County**  
**Sat Below: Hon. Thomas LaConte, J.S.C.**

Honorable Judges:

Pursuant to R. 2:6-2(b), and R. 2:6-4(a), this Letter Brief in lieu of formal brief is submitted on behalf of Defendants-Respondents Keyla B. Rivas-Acosta and Kenia B. Acosta Feliz in opposition to the Appeal of Plaintiff-Appellant Ravon Hinton.

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## PRELIMINARY STATEMENT

This Appeal involves an unhappy litigant who seeks to ignore and set aside a valid settlement agreement that he personally negotiated following a minor automobile mishap. If permitted, such a result would upend our state's longstanding public policy of encouraging settlements and would lead to a flood of litigants who would continuously return to court to demand more compensation for past claims. To prevent such abuse, the decision of the Trial Court to enforce the settlement agreement should be affirmed.

This controversy arises from an automobile accident that occurred on September 17, 2023 at the corner of Grand Street and Main Street in Paterson, New Jersey. At that time, Defendant-Respondent Keyla Rivas Acosta was operating a vehicle owned by Defendant-Respondent Kenia Acosta Feliz (hereinafter Kelya Rivas Acosta or respondent). She was stopped on Grand Street and pulled forward to make a left turn onto Main Street. At that moment, the plaintiff-appellant stepped from the curb to cross Main Street and the respondent's vehicle hit him. What followed next is what makes this case very different from your run of the mill personal injury claim.

Instead of calling 911 or asking for medical assistance, plaintiff-appellant Ravon Hinton got to his feet and approached the respondent motorist. Mr. Hinton did not claim injury. To the contrary, he demanded money from the Keyla Rivas

Acosta. He made it clear that if she would pay him the sum of \$500, he would not need to call the police, would not need to go to the hospital and claim injury, and most importantly, would not need to retain a lawyer to sue for money damages.

This set of facts is not in dispute as the Paterson Police arrived at the scene, and their entire accident investigation is preserved on body camera video. Plaintiff-appellant is seen repeating his offer of settlement to respondent. In fact, he discusses it at length with the police as well. The terms of his settlement demand are clear and straightforward. If Keyla Rivas Acosta will pay him \$500, he will not claim injury, will not go to the hospital and will not get a lawyer to sue her. Faced with this incredible situation, respondent is seen in tears but negotiates the dollar amount and ultimately plaintiff-appellant and defendant-respondent agree to a settlement for the sum of \$400 with Mr. Hinton dropping any claim against Ms. Rivas Acosta for the accident. The settlement demand, the negotiation, acceptance and payment of the \$400 are all preserved on the Police Crash Report and video tape. The Trial Court below correctly enforced the settlement and dismissed the Complaint, with prejudice.

This Appeal fails to address the overwhelming evidence of the settlement agreement. Like the opposition to the trial court motion, there is no competent evidence offered to support the claims that Mr. Hinton was dazed and confused and thus did not understand that he was giving up his right to sue the motorist for

money damages. There is no explanation, if the transaction was simply a misunderstanding, why he hasn't returned the \$400 to Ms. Keyla Rivas Acosta.

The Trial Court correctly relied upon the sworn testimony of Ms. Rivas Acosta, Paterson Patrolman Cesar Nunez and the Body Camera Video to find Mr. Hinton was completely coherent when he entered into the settlement agreement. The Trial Court further relied on Mr. Hinton's own words before concluding that he knowingly decided to forgo his right to file a lawsuit in exchange for a sum of money. Consistent with longstanding New Jersey law and public policy, Judge LaConte properly enforced the valid settlement.

## COUNTER STATEMENT OF FACTS

This action arises from a minor, pedestrian/automobile accident that occurred on September 17, 2023. (Da 8) Immediately following the accident, Plaintiff-Appellant Ravon Hinton approached Defendant-Respondent Kelya Rivas Acosta and offered to not report injury, not go to the hospital, not retain a lawyer and not sue her in exchange for payment of \$500.00. (Five Hundred Dollars). The parties negotiated the price and ultimately agreed to the settlement proposed by Plaintiff-Appellant for the sum of \$400.00 (Four Hundred Dollars). The clear, unambiguous terms of the settlement agreement are confirmed by the sworn testimony of the Defendant-Respondent Keyla Rivas Acosta (Da 18) by the Paterson Police Crash Report (Da 22) by the sworn testimony of Paterson Patrolman Cesar Nunez (Da 28-29) and the body camera video footage (Da 44 police body camera video tape .39 to 3.35, 4.40 to 6.35, 11.40 to 14.15 and 44.37 to 44.58). Plaintiff-Appellant has put forward no evidence to contradict these facts.

Despite Appellant's purported statement of fact that he was injured in the accident, there is not a scintilla of competent evidence in the Trial Court Motion record or on this Appeal, of any injury involving Mr. Hinton. (Da 28, Nunez deposition page 13, lines 14-25, page 14, lines 1-5, 22-25, page 15, lines 1-2) There is, however, 45 minutes of video evidence where Mr. Hinton is observed to be physically fit and completely normal in appearance. (Da 44)

Plaintiff-Appellant, in his statement of facts, again offers no reference to the motion record to support the wildly inaccurate claim that it was the defendant who was “insisting on settling the matter so as not to notify her insurance carrier.” To the contrary, it was Mr. Hinton who at all times was dictating the terms of his proposed settlement agreement. (Da 18) (Da 22) (Da 44) Because Mr. Hinton was controlling the negotiations, he cannot now credibly claim he did not understand the terms of his agreement.

## LEGAL ARGUMENT

### POINT I

#### THE PARTIES ENTERED INTO A VALID SETTLEMENT AGREEMENT

##### A. The Trial Court Correctly Determined an Enforceable Contract Existed

A settlement agreement is a subject to rules of contract interpretation. Malick v. Seaview Lincoln Mercury, 398 N.J. Super. 182, 186 (App. Div. 2008). Because this dispute involves interpretation of a contract, this Court’s review of the Trial Court’s decision is *de novo*. Serico v. Rothenberg, 234 N.J. 168, 178 (2018).

“A settlement agreement between parties to a lawsuit is a contract.” Nolan v. Lee Ho, 120 N.J. 465, 472 (1990); Pascarella v. Bruck, 190 N.J. Super. 118, 124 (App. Div.) *certif. denied*, 94 N.J. 600 (1983). A contract is created where there is an offer and acceptance with terms sufficiently definite that the performance to be rendered by each party can be ascertained with reasonable certainty. U.S. v. Lightman, 988 F. Supp. 448, 458 (D.N.J. 1997).

There is no requirement that a settlement must be reduced to a writing. Rather, an agreement to settle a potential lawsuit becomes an enforceable contract where the parties have reached an agreement on fundamental terms. Hagrish v. Olsen, 254 N.J. Super. 133, 138 (App. Div. 1992). As the appellate panel therein

noted, a release is “a mere formality, not essential to the formation of a contract of settlement.” *Id.* at 138.

New Jersey has a strong public policy in favor of enforcing settlements. Judson v. Peoples Bank & Trust Co., 25 N.J. 17, 35 (1957); Jannarone v. W.T. Co., 65 N.J. Super. 472, 476 (App. Div.), *certif. denied*, 35 N.J. 61 (1961); Carlsen v. Carlsen, 49 N.J. Super., 130, 136 (App. Div. 1958). Consistent with this public policy, a settlement will be honored “absent a demonstration of fraud or other compelling circumstances.” Pascarella v. Bruck, *Supra*, at 125, quoting Honeywell v. Bubb, 130 N.J. Super. 130, 136 (App. Div. 1973). In fact, “clear and convincing proof” is required before a court will vacate a settlement. Asbestos Fibres, Inc. v. Martin Laboratories, Inc., 12 N.J. 233 (1953). Absent such a demonstration, courts will ordinarily refuse to even inquire into the adequacy or lack thereof of the consideration underlying a compromise settlement so long as it was fairly and deliberately made. DeCaro v. DeCaro, 136 N.J. 36, 43 (1953).

The record before the court is undisputable. Plaintiff-Appellant Ravon Hinton eagerly seized upon a minor traffic accident to achieve a quick monetary settlement. He knowingly proposed and reached an agreement with Defendant-Respondent Keyla Rivas Acosta to forego a personal injury claim in exchange for the payment of \$400.00. The basic terms, that Mr. Hinton would not claim injury, would not go to the hospital and would not retain a lawyer to sue the defendant in

exchange for the payment of \$400.00 was clearly established by the testimony of Defendant Keyla Rivas Acosta, the original Paterson Police Crash Report prepared by Patrolman Cesar Nunez, the testimony of Patrolman Nunez and most importantly, the video recorded statements of Mr. Hinton, himself.

The Paterson Police body camera video demonstrates that there was no confusion or misunderstanding of the settlement terms. Time and again, plaintiff-appellant is heard saying that he will drop everything if the defendant-respondent will just pay him the money. He is in charge of the negotiations. He is striking his bargain. He will drop everything including retaining a lawyer to sue the defendant, if she will just pay him the sum of \$400 dollars.

Plaintiff-Appellant has not shown evidence of fraud or compelling circumstances surrounding the agreement. He certainly has failed to produce the “clear and convincing proof” of fraud necessary to vacate his settlement. Having accepted the defendant’s immediate payment of money, he cannot now argue that he demanded too little.

**B. The is No Need to Hold a Plenary Hearing**

Plaintiff-Appellant’s assertion that the Motion Judge should have held a plenary hearing is unfounded and his reliance on the decision in Harrington v. Harrington, 281 N.J. Super. 39 (App. Div. 1995) is misplaced. That action involved a hotly contested divorce proceeding. The parties participated in an

informal settlement conference in the courthouse cafeteria and agreed that the attorneys would attempt to reduce the proposed Property Settlement Agreement to writing. There were multiple revisions of the draft agreements. When the issue finally was put before the Court, the parties submitted conflicting certifications as to whether an agreement on final settlement terms had even been reached.

It is noteworthy that in deciding that a plenary hearing was required, the court in Harrington observed: “We recognize that not every factual dispute that arises in the context of matrimonial proceedings triggers the need for a plenary hearing.” citing Adler v. Adler, 229 N.J. Super. 496, 500 (App. Div. 1988). In fact, the court made clear that the reason a plenary hearing was required in that instance was the fact that the parties had taken diametrically opposed positions on whether an oral agreement had been reached and “trial judges cannot resolve material factual disputes upon conflicting affidavits and certifications.” Id at 47.

In this case, there are no conflicting certifications or affidavits. The only evidence before the Trial Court and this Appellate Court stands for the proposition that a settlement agreement was reached. Mr. Hinton did not oppose the Motion to Enforce Settlement by submitting a Certification or Affidavit disputing the settlement terms. He did not pay the settlement funds into court and argue they had been taken from the defendant due to a “misunderstanding.” Because there was no material facts in dispute, the Trial Court properly determined that a plenary hearing

was not necessary.

## POINT II

### **N.J.S.A. 17:29B-15 IS INAPPLICABLE TO THE PARTIES' SETTLEMENT AGREEMENT**

Plaintiff-Appellant misconstrues the requirements of N.J.S.A. 17:29B to oppose the enforceability of the settlement agreement. By its enactment, the Legislature established disclosure requirements when a person signs an insurance release or waiver and provides for a 10-day cancellation period. Specifically, the provision provides:

17:29B-15 Enforceability of insurance release, waiver of rights under certain circumstances.

3. a. No *insurance release or waiver of rights* by a claimant to compensation for personal injury or wrongful death arising from an accident or disaster executed within 30 days after the date on which the accident or disaster occurred shall be enforceable unless the claimant, prior to execution of the release or waiver, receives a written disclosure informing the claimant that he may seek legal representation, and further informing the claimant of his rights pursuant to this act.

The written disclosure shall be clearly readable, in 12-point bold type and shall include the following:

"New Jersey law guarantees to accident and disaster victims the right to review and cancel an *insurance release or waiver of rights* to compensation for personal injury or wrongful death arising from an accident or disaster if the *insurance release or waiver* is signed by the claimant within the 30-day period immediately following the accident or disaster. Under State law you have 10 days from the day you sign *the insurance release or waiver of rights* to file a notice of cancellation *with the insurer or agent of the insurer* that accepted your *release or waiver of rights* to compensation. You also may seek the advice of an attorney to review the *waiver or release* and to

represent you if you so choose. Notice of cancellation shall be sent by certified mail to *the insurer's or agent's* last known address and shall be effective if received by the 10th day following the signing of the release or waiver."

b. An *insurance release or waiver of rights* by a claimant to compensation for personal injury or wrongful death arising from an accident or disaster, and executed within the 30-day period following the accident or disaster, may be reviewed by the claimant or the claimant's attorney and may be rescinded within the 10-day period following the execution of *the waiver or release* by the claimant. Any consideration or thing of value which has passed between the parties prior to rescission of a *release or waiver* shall be returned. An *insurer* may withhold payment of the proceeds from settlements made within the 30-day period until the 10-day waiting period has expired.

c. The rights and remedies accorded by the provisions of this section shall be in addition to and cumulative of any other rights and remedies under law and nothing herein shall be construed to deny, abrogate or impair any such right or remedy. (*Emphasis supplied*).

L.1999,c.325,s.3.

Title 17 of the New Jersey Statutes pertains to the regulation of insurance companies and financial institutions, not individuals. The plain wording of the provision requires insurers to include a disclosure on an insurance release or waiver of rights when a claimant signs the release within 30 days of an accident or disaster. It further permits the claimant a 10 day review period in which to consult with an attorney and rescind the release if he or she so chooses. Finally, it provides that such a claimant shall return the settlement monies in the event of a rescission.

When statutory terms are clear, courts must apply their plain meaning and not ascribe to them something the legislature did not enact. Hardy ex rel. Dowell v

Abul-Matin, 198 N.J. 95, 101 (2009) quoting Di Prospero v Penn, 183 N.J. 492 (2005). Here, the plain wording of the statutory provision makes clear it does not apply to this case because plaintiff-appellant did not enter into his settlement with an insurance company. Rather, he bargained with a private individual and elected to conclude his contract of settlement without the formality of a written release. He has not, in his Complaint, written discovery responses or opposition to the Motion to Enforce Settlement, ever submitted written notice of his rescission of the settlement agreement. Finally, he has to this very day, never returned the settlement funds to the defendant.

**CONCLUSION**

For all of the foregoing reasons, it is respectfully submitted that the Order and Judgment of the trial Court, enforcing the settlement and dismissing the Complaint, with prejudice be affirmed.

Respectfully submitted,

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Attorneys for Defendants-Respondents  
Keyla Rivas Acosta and Kenia B. Acosta Feliz

*/s/ Joseph J. Michalowski*

By: JOSEPH J. MICHALOWSKI, ESQ.



Honorable Judges of the Superior Court of New Jersey  
Before The Honorable Thomas LaConte, J.S.C.  
Appellate Division  
Richard J. Hughes Justice Complex  
P.O. Box 006  
Trenton, New Jersey 08625

Re: RAVON HINTON v. KEYLA J. RIVAS ACOSTA, et al.  
Docket No.: PAS-L-1431-24  
On Appeal from an Interlocutory Order of the Superior Court of New Jersey,  
Law Division, Passaic County.  
Sat Below: The HON. THOMAS J. LACONTE, J.S.C.

Honorable Judges:

Pursuant to R. 2:6-2(b), and R. 2:6-4(a), this Reply letter in lieu of formal  
letter brief is submitted on behalf of Plaintiff-Appellant RAVON HINTON.

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**TABLE OF JUDGMENTS, ORDERS, RULINGS**  
**AND DECISIONS ON APPEAL**

1. Order Granting Motion to Enforce Alleged Settlement Agreement dated May 15, 2025 (53a)

**TABLE OF AUTHORITIES**

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Restatement (Second) of Contracts § 15 (1981)	P 8

**ARGUMENT**

**POINT 1**

**AN INDIVIDUAL WHO HAS SUSTAINED INJURIES FROM A MOTOR VEHICLE ACCIDENT MAY LACK THE LEGAL CAPACITY TO ENTER INTO A BINDING CONTRACT, THEREBY RENDERING THE CONTRACT VOIDABLE AND IS A QUESTION OF LAW FOR THE COURT.**

An individual may lack the capacity to enter into a contract if, as a result of injuries from a motor vehicle accident, they are found to be mentally incompetent. In New Jersey, a contract is voidable by a person who, due to mental illness or defect, is unable to understand the nature and consequences of the transaction. The key inquiry is the individual's cognitive state at the exact moment of contract formation, not the mere existence of an injury.

A foundational principle of contract law is that parties must possess mental capacity to enter into an agreement. A person lacks contractual capacity if they are unable to understand the nature and effect of the act in which they are engaged.

N.J.S.A. § 46:30B-2 (defining an "incapacitated individual" for certain purposes). The standard is not whether a party was confused, under stress, or even made a foolish bargain, but whether they suffered from a cognitive deficit that prevented a reasonable understanding of the contract's terms and consequences.

Lack of capacity is a defense in contract law. If a party to a contract does not have "the mental capacity to comprehend and understand, there is no capacity to make a

valid contract." *Jennings v. Reed*, 381 N.J. Super. 217, 227 (App. Div. 2005) (quoting *Wolkoff v. Villane*, 288 N.J. Super. 282, 287 (App. Div. 1996)) The party seeking to set aside an agreement "has the burden of proving his [or her] incapacity or incompetence to contract...." *Ibid.* Injuries sustained in a motor vehicle accident—such as a traumatic brain injury (TBI), concussion, or severe psychological trauma—can directly impair cognitive functions, including memory, reasoning, and judgment. This impairment can form the basis for a claim of incapacity. New Jersey courts have held that the incapacity must exist at the time the contract was executed. The fact that an accident occurred previously is not, in itself, sufficient. The evidence must demonstrate a direct link between the accident-induced injury and the mental incompetence at the time of signing. In the case presently pending before the Court the Plaintiff was struck by the Defendant's vehicle and there was never a determination about the injuries he sustained and whether they would affect his ability to understand the full consequences of the release. A review of the doctors' findings of the Plaintiff reflects the full amount of the damage he sustained but the court never held any hearing to make an educated decision. The mental capacity required to make a contract is capacity to understand the nature of the transaction. The test is whether the mind was so affected as to render him wholly and absolutely incompetent to comprehend and understand the nature of the transaction. As a pedestrian knock down car accident, it reinforces the

modern principle that a person may be incapable of transacting business even if they are not adjudicated incompetent and can tend to routine matters. The focus is on the specific transaction in question.

A contract entered into by a mentally incapacitated person is not automatically void; it is voidable at the option of the incapacitated person upon the restoration of their capacity. Restatement (Second) of Contracts § 15 (1981), cited with approval in New Jersey case law.

The party seeking to avoid the contract bears the burden of proving their mental incapacity at the time of execution by a preponderance of the evidence. This typically requires expert medical testimony linking the cognitive deficits from the accident to the individual's state of mind when the contract was signed.

An individual may disaffirm a contract if they can prove that injuries from a motor vehicle accident rendered them mentally incapable of understanding the nature and consequences of the contract at the time they signed it.

Here the combination of speed, immediately following being struck by defendant' vehicle, lack of counsel and questionable capacity creates precisely the type of inequitable circumstance where enforcement would offend public policy.

In *Wolkoff v Carl Vellane, et al* 288 N.J. Super 282(App Div 1996) the

Court stated:

The basic rule pertinent to our decision of that question was stated as follows in *Hillsdale Nat. Bank v. Sansone*, 11 N.J. Super. 390, 399, 78 A.2d 441 (App.Div. 1951):

Where there is not the mental capacity to comprehend and understand, there is not the capacity to make a valid contract. The rule is of long standing.[1] In somewhat more antique language, it was stated this way in *Eaton v. Eaton*, 37 N.J.L. 108, 113 (Sup.Ct. 1874):

The test of capacity to make an agreement ... is, that a man shall have the ability to understand the nature and effect of the act in which he is engaged, and the business he is transacting.... [I]f the mind be so clouded or perverted by age, disease, or affliction, that he cannot comprehend the business in which he is engaging, then the writing is not his deed.

The Court's decision to affirm a contract without any benefit of reflection, review or counsel and the failure to conduct any hearing requires a reversal of the Order below.


CONCLUSION

For the additional reasons set forth in the foregoing, the May 15, 2025, Order finding the alleged agreement to be a valid contract should be reversed and Plaintiff's Complaint should be reinstated.

Respectfully submitted,

AMY L. PETERSON, P.C.

Dated: September 3, 2025



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