

Appendix XII-B1

	CIVIL CASE INFORMATION STATEMENT (CIS) Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule</i> 4:5-1 Pleading will be rejected for filing, under <i>Rule</i> 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed		FOR USE BY CLERK'S OFFICE ONLY PAYMENT TYPE: ☐ CK ☐ CG ☐ CA CHG/CK NO.: _____ AMOUNT: _____ OVERPAYMENT: _____ BATCH NUMBER: _____	
	ATTORNEY / PRO SE NAME Kevin M. Fitzpatrick, Esq.		TELEPHONE NUMBER (201) 339-4000	
	COUNTY OF VENUE Ocean		DOCKET NUMBER (when available)	
	FIRM NAME (if applicable) Fitzpatrick & Waterman		DOCUMENT TYPE Complaint	
OFFICE ADDRESS 90 West 40th Street P.O. Box 1227 Bayonne, New Jersey 07002		JURY DEMAND ☒ Yes ☐ No		
NAME OF PARTY (e.g., John Doe, Plaintiff) Anthony Matthews, Plaintiff.		CAPTION Anthony Matthews, Plaintiff v. Housing Authority of the Township of Brick, a public body corporate and politic; Dennis M. Salerno; Stephen S. Scaturro; and Alesia Watson, a/k/a Alesia Humphrey, Defendants.		
CASE TYPE NUMBER (See reverse side for listing) 509	HURRICANE SANDY RELATED? ☐ YES ☒ NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? ☐ YES ☒ NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.		
RELATED CASES PENDING? ☐ Yes ☒ No		IF YES, LIST DOCKET NUMBERS		
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? ☐ Yes ☒ No		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) ☐ NONE ☒ UNKNOWN		
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.				
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION				
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? ☒ YES ☐ NO		IF YES, IS THAT RELATIONSHIP: ☒ EMPLOYER/EMPLOYEE ☐ FRIEND/NEIGHBOR ☐ OTHER (explain) ☐ FAMILIAL ☐ BUSINESS		
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? ☒ YES ☐ NO				
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION				
 DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? ☐ YES ☒ NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION		
WILL AN INTERPRETER BE NEEDED? ☐ YES ☒ NO		IF YES, FOR WHAT LANGUAGE?		
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule</i> 1:38-7(b).				
ATTORNEY SIGNATURE: <i>Kevin M. Fitzpatrick</i>				

Side 2



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under *Rule 4:5-1***CASE TYPES** (Choose one and enter number of case type in appropriate space on the reverse side.)**Track I - 150 days' discovery**

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

Track II - 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE – PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE – PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE – PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT – OTHER

Track III - 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV - Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Multicounty Litigation (Track IV)

- | | |
|--|---|
| 271 ACCUTANE/ISOTRETINOIN | 292 PELVIC MESH/BARD |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 293 DEPUY ASR HIP IMPLANT LITIGATION |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL | 295 ALLODERM REGENERATIVE TISSUE MATRIX |
| 282 FOSAMAX | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 285 STRYKER TRIDENT HIP IMPLANTS | 297 MIRENA CONTRACEPTIVE DEVICE |
| 286 LEVAQUIN | 299 OLMESARTAN MEDOXOMIL MEDICATIONS/BENICAR |
| 287 YAZ/YASMIN/OCELLA | 300 TALC-BASED BODY POWDERS |
| 289 REGLAN | 601 ASBESTOS |
| 290 POMPTON LAKES ENVIRONMENTAL LITIGATION | 623 PROPECIA |
| 291 PELVIC MESH/GYNECARE | 624 STRYKER LFIT CoCr V40 FEMORAL HEADS |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category ☐ Putative Class Action ☐ Title 59

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 90 West 40th Street
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 201-339-4000
 Attorney for Plaintiff,
 Anthony Matthews

BATCH 738
 (CK) MO CA
 CK/Rec# 16013
 Amount \$ 250
 DATE 8/9/17
 OVP _____
 Initials J

ANTHONY MATTHEWS,	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION, CIVIL PART
Plaintiff,	:	OCEAN COUNTY
	:	
vs.	:	CIVIL ACTION
	:	
HOUSING AUTHORITY OF THE	:	DOCKET NO.: _____
TOWNSHIP OF BRICK, a public	:	
body corporate and politic,	:	
DENNIS M. SALERNO; STEPHEN S.	:	COMPLAINT AND DEMAND FOR
SCATURRO; AND ALESIA WATSON,	:	JURY TRIAL
a/k/a ALESIA HUMPHREY,	:	
	:	
Defendants.	:	
	:	

Plaintiff, Anthony Matthews, by and through his undersigned attorney, Kevin M. Fitzpatrick, Esq., for and as his Complaint against Defendants alleges and says:

PARTIES

1. Plaintiff, Anthony Matthews ("Plaintiff") is an individual residing at 10 D Trail, Brick Township, Ocean County, New Jersey 08724.

2. Defendant, the Housing Authority of the Township of Brick (the "Brick HA"), is a public body corporate and politic of the

State of New Jersey having its principal place of business at 165 Chambersbridge Road, Brick Township, Ocean County, New Jersey 08723 and is a recipient of federal funds.

3. On information and belief, Defendant, Dennis M. Salerno ("Mr. Salerno"), is an individual residing at 9423 Old Palmetto Road, Murrells Inlet, South Carolina 29576, and is a former Executive Director of the Brick HA.

4. On information and belief, Defendant, Stephen S. Scaturro, Jr. ("Mr. Scaturro"), is an individual residing at 61 Topsail Road, Brick Township, Ocean County, New Jersey 08723 and is the Vice Chair of the Board of Commissioners of the Brick HA.

5. On information and belief, Defendant, Alesia R. Watson, a/k/a Alesia Humphrey, ("Ms. Watson") is an individual residing at 106 Buchanan Avenue, Galloway Township, Atlantic County, New Jersey 08205 and is a former Executive Director of the Brick HA.

STATEMENT OF FACTS

6. Plaintiff repeats and incorporates by reference herein each allegation set forth above.

7. On or about July 15, 2011, Plaintiff entered into contract negotiations to be employed by Defendant, the Brick HA.

8. During the time Plaintiff was negotiating with the Brick HA, Mr. Salerno was the Executive Director of the Brick HA and Joseph D. Coronato, Esq. ("Mr. Coronato"), of the firm Coronato,

Brady & Kunz, PC, was legal counsel to the Brick HA.

9. Mr. Salerno and Mr. Coronato negotiated the said matter with Plaintiff on behalf of the Brick HA.

10. During the employment negotiations, Mr. Salerno and Mr. Coronato represented to Plaintiff that they were the official representatives of the Brick HA in the negotiations, and Plaintiff relied and continued to rely upon the said representations to his detriment.

11. During the employment negotiations, Mr. Salerno and Mr. Coronato represented to the Plaintiff that Mr. Salerno, in his capacity as the Executive Director of the Brick HA, had the authority to enter into an employment contract on behalf of the Brick HA without the approval of the Board of Commissioners of the Brick HA (the "Board"), and Plaintiff relied and continued to rely upon the said representations to his detriment.

12. During the employment negotiations, Mr. Salerno held himself out to the Plaintiff to be the only representative of the Brick HA with the ability to enter into an employment contract with Plaintiff.

13. On information and belief, the Brick HA Bylaws in effect during employment negotiations with Plaintiff, revised in February 2011, granted the Executive Director the authority to hire employees without Board approval.

14. During the employment negotiations, Mr. Salerno

represented to the Plaintiff that: 1) the Brick HA was entering into an employment contract with Plaintiff, 2) the Brick HA would pay for all educational programs taken by Plaintiff for certifications related to his employment, and 3) Plaintiff would not be required to perform job responsibilities outside those listed in the contract. Plaintiff relied and continued to rely upon the said representations to his detriment.

15. On or about July 19, 2011, the Brick HA, acting by and through its representative Mr. Salerno, offered Plaintiff a five-year employment contract, sent via e-mail to Plaintiff by Mr. Coronato's office, to serve as the Superintendent of Maintenance Services and the Director of Staff Operations.

16. On July 21, 2011, Plaintiff entered into a written employment contract with the Brick HA, signed by Plaintiff and Mr. Salerno in his capacity as the Executive Director of the Brick HA, for a five-year term beginning on August 8, 2011 (the "Contract").

17. The Contract is a valid and enforceable agreement between Plaintiff and Defendant, the Brick HA.

18. Pursuant to the Contract, Plaintiff was hired by the Brick HA for a five-year term to serve as both the Superintendent of Maintenance Services and the Director of Staff Operations.

19. Pursuant to the Contract, Plaintiff was hired to be the Superintendent of Maintenance Services for \$65,000 for the first year, \$65,650 for the second year, \$66,307 for the third year,

\$67,633 for the fourth year, and \$68,985 for the fifth year. The total of these amounts is \$333,575.

20. Pursuant to the Contract, Plaintiff was also hired to be the Director of Staff Operations for \$18,000 for the first year, \$18,180 for the second year, \$18,362 for the third year, \$18,729 for the fourth year, and \$19,104 for the fifth year. The total of these amounts is \$92,375.

21. The total amount of pay due and to be due to Plaintiff under the Contract was \$425,950.

22. Pursuant to the Contract, Defendant, the Brick HA, could only terminate the Contract for cause, based upon a written complaint setting forth the charges and providing Plaintiff with a hearing before the Board prior to termination.

23. Defendant, the Brick HA, never terminated the Contract for cause.

24. On or about July 22, 2011, Plaintiff relied, to his detriment, upon the said representations made to him by Mr. Salerno and Mr. Coronato by resigning from his position of employment with a local news publication and taking other action in order to begin employment with the Brick HA pursuant to the terms of the Contract.

25. On or about August 8, 2011, Plaintiff began his employment with the Brick HA pursuant to the terms of the Contract.

26. On or about August 8, 2011, Mr. Salerno sent his assistant, Ms. Kathy Homeny, a memorandum stating that Plaintiff

was beginning his employment that day as the Supervisor of Maintenance and the Director of Staff Operations for a total annual compensation of \$83,000.

27. For the first pay period after August 8, 2011, Plaintiff was paid based upon an annual salary of \$83,000, pursuant to the terms of the Contract.

28. In or about August 2011, pursuant to the Brick HA Personnel Policies & Procedures Manual (the "Brick HA Policy") and the Contract, the Brick HA paid for classes for Plaintiff to become a certified Housing and Urban Development home inspector.

29. In or about September 2011, Defendant, the Brick HA, enrolled Plaintiff in the Brick HA health and pension benefits programs based upon an annual salary of \$83,000.

30. In or about September 2011, Plaintiff, while acting in the scope of his employment with the Brick HA, raised questions to Mr. Salerno and a Board member, Defendant Mr. Scaturro, about vendor contracts, including a service agreement that the Brick HA had for the repair of its lawnmowers (the "Lawnmower Contract") due to the fact that the contractor appeared to be billing excessive amounts of time and excessive fees.

31. In or about September 2011, after Plaintiff raised said questions to multiple Board members about the excessive time and fees on the Lawnmower Contract, Mr. Salerno told Plaintiff to stop asking questions about the amount of money being paid to the

contractor because the contractor in question is a relative of Defendant, Mr. Scaturro.

32. On October 3, 2011, Mr. Salerno and Mr. Scaturro changed Plaintiff's job title and cut Plaintiff's annual compensation by \$18,000, without the approval of the Board or the approval of Plaintiff. At this time, Plaintiff's job title was changed to be the "Director of Maintenance" with an annual salary of \$65,000. Also at this time, Mr. Salerno and Mr. Scaturro threatened to fire Plaintiff if Plaintiff did not sign a document acknowledging the changes to his title and compensation (the "October 3, 2011 Document"). Plaintiff signed the October 3, 2011 Document under duress in order to keep his job with the Brick HA. The October 3, 2011 Document is void because it was signed under duress and lacked consideration.

33. Pursuant to its terms, the Contract could only be waived or modified in a writing duly executed by the parties. The October 3, 2011 Document was not a waiver or modification of the Contract, evidenced by the fact that the October 3, 2011 Document never referenced the Contract and by the fact that Plaintiff signed the October 3, 2011 Document under duress.

34. For the first pay period after October 3, 2011, Plaintiff's pay was less than what was called for under the Contract.

35. In October 2011, Plaintiff informed Mr. Salerno that

Plaintiff was not being paid according to the Contract and that Plaintiff expected the Brick HA to honor its commitments in the Contract.

36. In October 2011, the then-Chair of the Board, Mr. Scaturro, and the then-Vice Chair of the Board, Michael Thulen, Jr. ("Mr. Thulen"), went to Plaintiff's office and told Plaintiff that the Brick HA would no longer pay for any professional courses that Plaintiff takes related to his employment with the Brick HA. These actions by Mr. Scaturro and Mr. Thulen violated Brick HA Policy and the terms of the Contract.

37. During his time of employment with the Brick HA, Plaintiff eventually completed professional courses to receive certifications related to his employment with the Brick HA. These courses included completion of the Public Housing Manager Course and receiving a Public Housing Manager Certification and completion of the Rutgers University course on New Jersey Local Housing Authority and Redevelopment Agency Training Progress in Executive Housing Management, Strategic Planning and Public Relations/Communications. However, as a result of the actions by Mr. Scaturro and Mr. Thulen, Plaintiff was delayed in completing these programs, was forced to pay out of his own pocket only to be reimbursed by the Brick HA at a much later date, and was prevented from acquiring additional certifications, to his great loss, damage and detriment.

38. On or about November 28, 2011, the Bylaws of the Brick HA were amended by the Board to limit the ability of the Executive Director to hire employees without Board approval. At that time, the following provision was added to Article Two of the Bylaws: "Notwithstanding any of the enumerated powers of the Executive Director as set forth above, in no event shall the Executive Director, in his capacity as Executive Director, in his capacity as Secretary-Treasurer, or in any other capacity, be authorized to hire and/or compensate any permanent, temporary or part-time employee at a rate of compensation in excess of \$15,000 per annum, but rather all such hires shall require the approval of the Personnel Committee of the Board of Commissioners, and thereafter the majority vote of the full membership of the Board of Commissioners of the Housing Authority of the Township of Brick." This provision was not in the previous Bylaws of the Brick HA. The said amendment did not and could not apply retroactively to the Plaintiff and his Contract.

39. Beginning in or about December 2011, and occurring multiple times over the next three years, including on, but not limited to, November 28, 2011, January 30, 2012, and April 30, 2012, the Board discussed the employment status of Plaintiff in closed-session during meetings of the Board without providing prior notice to Plaintiff as required by law.

40. In or about December 2011, 1) the Brick HA fired the

Assistant Administrator to the Executive Director, William F. Snyder, IV ("Mr. Snyder"), 2) Mr. Salerno told Plaintiff that the Brick HA would not hire a replacement for Mr. Snyder, and 3) Mr. Salerno demanded that Plaintiff fulfill the duties previously performed by Mr. Snyder for no additional compensation.

41. In or about December 2011, Plaintiff began performing the duties of the Brick HA Assistant Administrator to the Executive Director for and in place of Mr. Snyder.

42. On or about January 30, 2012, the Board, by resolution, changed Plaintiff's job title to be the "Acting Executive Director" with no change in compensation.

43. On or about January 31, 2012, Mr. Salerno resigned from his position with the Brick HA effective immediately.

44. On or about January 31, 2012, Plaintiff began performing the duties of Brick HA Executive Director for and in place of Mr. Salerno.

45. On April 30, 2012, the Board, by resolution, again changed Plaintiff's job title to be the "Assistant Executive Director" with no change in compensation.

46. On information and belief, the Brick HA Policy states that "Employees assigned to perform substantially all of the required duties of a higher classification shall be entitled to the pay of the higher classification after, more than forty-five (45) consecutive working days in such classification for each

assignment. On the forty-sixth (46) consecutive working day, the higher rate of pay shall commence."

47. From January 31, 2012 until approximately June 23, 2014, in addition to the duties he was already performing as the Superintendent of Maintenance Services and the Director of Staff Operations, Plaintiff performed substantially all of the duties of the Assistant Administrator to the Executive Director and substantially all of the duties of the Executive Director.

48. Plaintiff performed substantially all of the duties of the said positions for more than 45 consecutive days. Therefore, pursuant to the Contract and the Brick HA Policy, Plaintiff was entitled to the pay of the highest employment position that he performed the duties of from between approximately April 1, 2012 and June 23, 2014. Plaintiff never received any payment for performing these additional duties.

49. On multiple occasions during his time as Chair of the Board, in violation of state and federal law, Mr. Scaturro gave Plaintiff names of vendors that Mr. Scaturro demanded Plaintiff hire to do work for the Brick HA. Plaintiff refused to accede to these demands because such action violates state and federal law.

50. In or about July 2012, Mr. Scaturro caused the Board to refuse to give Plaintiff the annual raise due to him pursuant to the Contract. As a result, Plaintiff never received any annual raise he was entitled to pursuant to the Contract.

51. On March 26, 2013, the Board passed a resolution authorizing a 3% raise (\$2,275) for Plaintiff, effective July 1, 2013, based upon an annual salary of \$65,000. This increase in compensation was not in accordance with the Contract, which called for annual raises based upon a salary of \$83,000.

52. During 2012 and 2013, in violation of state and federal law, multiple Board members attempted to influence Plaintiff to award contracts to particular vendors based on the political contributions of the vendors. Plaintiff refused to award such contracts because such action violates state and federal law.

53. During the first six months of 2014, in violation of the Contract, Mr. Scaturro caused the Board to reduce the tasks assigned to Plaintiff.

54. On June 23, 2014, the Board, by resolution, named Ms. Nancy Nicholson Acting Executive Director of the Brick HA. At this time, Plaintiff was removed from the position of Assistant Executive Director. Although Plaintiff remained employed by the Brick HA, multiple Board members prevented Plaintiff from physically entering the Brick HA office at any time. Plaintiff was not allowed to enter the Brick HA office for most of the rest of his time employed with the Brick HA.

55. On November 4, 2014, by resolution of the Board, Ms. Watson was named the Executive Director of the Brick HA based upon an inter-local services agreement between the Brick HA and the

Housing Authority of the City of Ocean City.

56. On November 13, 2014, Plaintiff met with Ms. Watson at the office of the Brick HA in her capacity as Executive Director of the Brick HA. Ms. Watson told Plaintiff that the Brick HA was firing Plaintiff for issues related to procurement, and Ms. Watson threatened to prejudice Plaintiff's status for purposes of unemployment compensation, and otherwise.

57. On November 13, 2014, Plaintiff was fired by the Brick HA without cause. On the same date, Defendant, the Brick HA, through its authorized representative, Ms. Watson, provided Plaintiff with a letter stating that the reason that Plaintiff was being fired was because "It has been determined by the Executive Director to eliminate the title of Maintenance Supervisor/Director of Staff Operations...I wish to assure you that your termination is related to the economy and efficiency of the authority...". The job titles listed in this letter, Maintenance Supervisor and Director of Staff Operations, are essentially the same two titles for Plaintiff as those listed in the Contract.

58. Plaintiff was employed by the Brick HA from August 8, 2011 to November 13, 2014.

59. The total amount paid to Plaintiff during his time employed by the Brick HA, from August 8, 2011 to November 13, 2014, was approximately \$210,000.

60. From October 3, 2011 until Plaintiff was fired by the

Brick HA on November 13, 2014, Plaintiff was not fully compensated pursuant to the terms of the Contract. Plaintiff was paid approximately \$215,000 less than was due to him pursuant to the Contract.

61. On October 22, 2015 and December 23, 2015, requests for documents were submitted on behalf of Plaintiff to the Brick HA pursuant to the New Jersey Open Public Records Act ("OPRA") (N.J.S.A. 47:1A-1 et seq.). The Brick HA responded to the OPRA requests by providing Plaintiff with some, but not all, of the documents that were requested, and the Brick HA also did not provide any closed-session Board meeting minutes.

COUNT ONE
(Breach of Contract)

62. Plaintiff repeats and incorporates by reference herein each allegation set forth above.

63. Defendant, the Brick HA, had an obligation to abide by the terms of the valid and enforceable Contract, which included, but was not limited to, compensating Plaintiff for a period of five years, from August 8, 2011 to August 7, 2016, for those specific amounts listed in the Contract.

64. Defendant, the Brick HA, without cause, breached the said contractual obligation by: 1) failing to pay Plaintiff based upon the \$83,000 annual amount that the Contract required it to pay Plaintiff, 2) forcing Plaintiff to perform duties not listed in the

Contract for no additional compensation, 3) failing to pay Plaintiff for performing the duties of higher classification employees, 4) pressuring Plaintiff to violate state and federal law in awarding contracts, 5) delaying and preventing Plaintiff from completing professional certifications, and 6) firing Plaintiff without cause while threatening to prejudice Plaintiff's potential unemployment compensation benefits.

65. As a proximate result of Defendant's, the Brick HA's, breach of the Contract, Plaintiff was damaged by: 1) not receiving the \$83,000 in annual compensation that he was entitled to under the Contract, 2) not receiving any additional pay for the duties not listed in the Contract that he performed, 3) being pressured to violate state and federal law in awarding contracts, 4) not being able to complete, in a reasonable amount of time, all of the professional certifications available to him under the Contract and the Brick HA Policy, 5) getting fired without cause, and 6) not receiving the full pension benefits due to him pursuant to the amounts listed in the Contract. These damages occurred as a direct result of the breach of the Contract by the Defendant, the Brick HA.

66. As a result of Defendant's, Brick HA's, breach of the Contract, there is due, unpaid and owing to Plaintiff the total principal amount of approximately \$215,000 plus additional pay for the decreased pension amount and pay for the higher classification

employee duties that he performed.

WHEREFORE, Plaintiff demands judgment on Count One of the Complaint against Defendant, the Brick HA, for compensatory damages, punitive damages, interest, attorneys' fees and costs of suit and for such other relief as the Court may deem just and equitable.

COUNT TWO

(Breach of Covenant of Good Faith and Fair Dealing)

67. Plaintiff repeats and incorporates by reference herein each allegation set forth above.

68. The Contract gives rise to an implied covenant of good faith and fair dealing that existed between Plaintiff and Defendant, the Brick HA.

69. Defendant, the Brick HA, acted in bad faith and with improper motive, on multiple occasions, to injure the rights of Plaintiff to receive the benefits that he reasonably expected to receive under the Contract, including by: 1) failing to pay Plaintiff based upon the \$83,000 annual amount that the Contract required it to pay Plaintiff, 2) forcing Plaintiff to perform duties not listed in the Contract for no additional compensation, 3) failing to pay Plaintiff for performing the duties of higher classification employees, 4) pressuring Plaintiff to violate state and federal law in awarding contracts, 5) delaying and preventing Plaintiff from completing professional certifications, and 6)

firing Plaintiff without cause while threatening to prejudice Plaintiff's potential unemployment compensation benefits.

70. These actions by Defendant, the Brick HA, showed bad faith and improper motive and, therefore, the Defendant, the Brick HA, breached the covenant of good faith and fair dealing.

71. As a proximate result of Defendant's, the Brick HA's, breach of the implied covenant of good faith and fair dealing, Plaintiff was harmed by: 1) not getting paid based upon the \$83,000 annual amount that he was entitled to under the Contract, 2) not receiving any pay for all of the duties he performed that were not listed in the Contract, 3) not being able to perform his duties without being threatened to violate state and federal law in awarding contracts, 4) not being able to complete, in a reasonable amount of time, all of the professional certifications available to him under the Contract and Brick HA Policy, 5) getting fired without cause while having his potential unemployment compensation benefits threatened, and 6) not receiving the full pension benefits due to him pursuant to the amounts listed in the Contract.

WHEREFORE, Plaintiff demands judgment on Count Two of the Complaint against Defendant, the Brick HA, for compensatory damages, punitive damages, interest, attorneys' fees and costs of suit and for such other relief as the Court may deem just and equitable.

COUNT THREE
(Fraud/Misrepresentation in Hiring)

72. Plaintiff repeats and incorporates by reference herein each allegation set forth above.

73. To the extent, if any, that Defendant, the Brick HA, successfully contends, over Plaintiff's objection, that the Contract was invalid because it required Board approval, Mr. Salerno, as agent of Defendant, the Brick HA, knew and should have known that he did not have the authority to enter into an employment agreement with Plaintiff on behalf of the Brick HA without Board approval.

74. To the extent, if any, that Defendant, the Brick HA, successfully contends, over Plaintiff's objection, that the Contract was invalid because it required Board approval, Mr. Salerno, the official representative of Defendant, the Brick HA, during employment negotiations, misrepresented the material fact that he was not authorized to enter into an employment agreement with Plaintiff on behalf of Defendant, the Brick HA, without Board approval.

75. To the extent, if any, that Defendant, the Brick HA, successfully contends, over Plaintiff's objection, that the Contract was invalid because it required Board approval, Plaintiff did not know that the official agent of the Brick HA with whom he was negotiating did not have the authority to enter into an

employment agreement with Plaintiff without Board approval.

76. To the extent, if any, that Defendant, the Brick HA, successfully contends, over Plaintiff's objection, that the Contract was invalid because it required Board approval, the Brick HA, through its representatives, made the false representation that Mr. Salerno could enter into an employment agreement with Plaintiff without Board approval in order to get Plaintiff to agree to work for the Brick HA.

77. To the extent, if any, that Defendant, the Brick HA, successfully contends, over Plaintiff's objection, that the Contract was invalid because it required Board approval, Plaintiff relied to his detriment on the false promises made by the Brick HA by signing the Contract, resigning from his previous employment positions, beginning employment with the Brick HA, and fulfilling the job responsibilities detailed in the Contract.

78. To the extent, if any, that Defendant, the Brick HA, successfully contends, over Plaintiff's objection, that the Contract was invalid because it required Board approval, as a result of the Plaintiff relying on the false promises of the Brick HA, Plaintiff was damaged in that: 1) he was paid less than the annual amount he was promised, 2) he was forced to perform job responsibilities that were different than those he was promised, 3) he was prevented from completing professional certifications as he

was promised, and 4) he was fired by the Authority without receiving the protections with respect to termination and the pension benefits that he was promised.

WHEREFORE, Plaintiff demands judgment on Count Three of the Complaint against Defendant, the Brick HA, for compensatory damages, punitive damages, interest, attorneys' fees and costs of suit and for such other relief as the Court may deem just and equitable.

COUNT FOUR
(Promissory Estoppel)

79. Plaintiff repeats and incorporates by reference herein each allegation set forth above.

80. Defendant, the Brick HA, through the actions of its official representatives, provided Plaintiff with a clear and definite promise that the Brick HA would compensate Plaintiff pursuant to the Contract, evidenced by the fact that the parties negotiated and signed the Contract, a written agreement.

81. Defendant, the Brick HA, made said promise with the expectation that Plaintiff would rely on it.

82. Plaintiff relied on said promise made by Defendant, the Brick HA, by: 1) resigning from his previous employment positions, 2) beginning employment with the Brick HA, and 3) performing those tasks listed in the Contract.

83. As a result of Plaintiff's reliance on said promise, Plaintiff suffered identifiable loss to his substantial and definite detriment, including, but not limited to, 1) receiving less in compensation than was promised by the Brick HA pursuant to the Contract, 2) foregoing the compensation that would have been paid to him had he not resigned from his previous positions of employment, 3) being forced to perform job responsibilities that were different than those listed under the Contract, 4) being prevented from completing professional certifications as he was promised under the Contract, 5) not receiving the employment protections with respect to termination that he was promised under the Contract, and 6) not receiving the full pension benefits that he was promised.

WHEREFORE, Plaintiff demands judgment on Count Four of the Complaint against Defendant, the Brick HA, for compensatory damages, punitive damages, interest, attorneys' fees and costs of suit and for such other relief as the Court may deem just and equitable.

COUNT FIVE
(Unjust Enrichment)

84. Plaintiff repeats and incorporates by reference herein each allegation set forth above.

85. During the period from October 3, 2011 to November 13,

2014, Defendant, the Brick HA, received the benefits of 1) Plaintiff completing the tasks described in the Contract while Defendant, the Brick HA, paid Plaintiff less than the amount required under the Contract, 2) not having to pay for the certification courses it prevented Plaintiff from taking, 3) Plaintiff completing duties outside of his responsibilities listed under the Contract without fully compensating Plaintiff, and otherwise.

86. Defendant, the Brick HA, was unjustly enriched by receiving the said benefits.

WHEREFORE, Plaintiff demands judgment on Count Five of the Complaint against Defendant, the Brick HA, for compensatory damages, punitive damages, interest, attorneys' fees and costs of suit and for such other relief as the Court may deem just and equitable.

COUNT SIX
(Quantum Meruit)

87. Plaintiff repeats and incorporates by reference herein each allegation set forth above.

88. Plaintiff performed services for Defendant, the Brick HA, by fulfilling various employment tasks between August 8, 2011 and November 13, 2014.

89. Plaintiff undertook his employment with Defendant, the

Brick HA, in good faith, evidenced by the fact that he signed the Contract, ended his previous employment positions, and began his employment with the Brick HA in accordance with the terms of the Contract.

90. Defendant, the Brick HA, accepted the services provided by Plaintiff, evidenced by the fact that the Brick HA signed the Contract, employed Plaintiff starting on August 8, 2011, assigned various duties for Plaintiff to fulfill on behalf of the Brick HA, and added Plaintiff as an official employee of the Brick HA, paying Plaintiff bi-monthly.

91. Plaintiff expected to be and should be compensated according to the Contract for providing his services to Defendant, the Brick HA.

92. The reasonable amount of the services that Plaintiff provided to Defendant, the Brick HA, is the amount described in the Contract for the employment positions listed in the Contract, in addition to the resulting amounts that Plaintiff should have received toward his pension and the amounts that the Defendant, the Brick HA, paid employees to perform the higher classification duties.

WHEREFORE, Plaintiff demands judgment on Count Six of the Complaint against Defendant, the Brick HA, for compensatory damages, punitive damages, interest, attorneys' fees and costs of

suit and for such other relief as the Court may deem just and equitable.

COUNT SEVEN
(Violations of Open Public Meetings Act)

93. Plaintiff repeats and incorporates by reference herein each allegation set forth above.

94. Defendant, the Brick HA, is a public body subject to the Open Public Meetings Act ("OPMA") N.J.S.A. 10:4-6 to -21.

95. On multiple occasions during Plaintiff's employment with the Brick HA, including on November 28, 2011, January 30, 2012, and April 30, 2012, the Brick HA, through its administrative body, the Board, entered into closed-session at meetings in order to discuss the employment status of Plaintiff.

96. In response to Plaintiff's OPRA requests for the Board closed-session meeting minutes discussing Plaintiff's employment status, Defendant, the Brick HA, did not provide the closed-session minutes and gave no reason, cause or excuse for not providing them.

97. On the aforementioned occasions where the Board discussed Plaintiff's employment status, the Brick HA failed to provide Plaintiff with proper notice required under OPMA for any time that a public body places on its agenda matters "involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of,

promotion, or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body." N.J.S.A. 10:4-12b(8).

98. By not providing Plaintiff with notice as required by law and by not producing or maintaining the Board closed-session meeting minutes related to Plaintiff's employment status as required by law, Defendant, the Brick HA, violated OPMA.

99. As a result of the Brick HA's violations of OPMA, Plaintiff was unable to decide whether to request a public session, was unable to present an appropriate written request for a public discussion, was unaware of what was discussed in closed-session, which may have allowed him some type of response, and was otherwise damaged.

100. As a result of the Brick HA's violations of OPMA, Plaintiff was harmed in multiple ways, including by a reduction in pay, lack of raises, lack of ability to respond to anything discussed by the Board in closed-session, in the loss of employment, and was otherwise damaged.

WHEREFORE, Plaintiff demands judgment on Count Seven of the Complaint against Defendant, the Brick HA, for compensatory damages, punitive damages, interest, attorneys' fees and costs of suit and for such other relief as the Court may deem just and equitable.

COUNT EIGHT
(Tortious Interference with a Contract)

101. Plaintiff repeats and incorporates by reference herein each allegation set forth above.

102. Defendants, Mr. Salerno and Mr. Scaturro, interfered with the Contract between the Brick HA and Plaintiff by taking the following actions: 1) reducing the amount being paid to Plaintiff under the Contract, 2) stripping Plaintiff of one of his job titles listed under the Contract, 3) preventing Plaintiff from completing professional certifications as promised under the Contract, 4) pressuring Plaintiff to award vendor contracts in violation of state and federal law, and 5) forcing Plaintiff to perform duties outside those listed in the Contract for no additional compensation.

103. Defendants, Mr. Salerno and Mr. Scaturro, interfered intentionally with the Contract between the Brick HA and Plaintiff by taking the said actions and otherwise.

104. Defendants, Mr. Salerno and Mr. Scaturro, are not parties to the Contract.

105. Defendants, Mr. Salerno and Mr. Scaturro, interfered with the Contract without justification or excuse.

106. The interferences by Defendants, Mr. Salerno and Mr. Scaturro, caused damage to Plaintiff in that the interference resulted in the breach of the Contract and otherwise. Upon the

breach of the Contract, Plaintiff was no longer paid as he should have been pursuant to the terms of the Contract, Plaintiff's job title was changed to give him less responsibility, Plaintiff's pension was decreased, and Plaintiff was prevented from completing professional certifications as promised under the Contract.

107. To the extent, if any, that Defendant, the Brick HA, successfully contends, over Plaintiff's objection, that the Contract is allegedly invalid because Mr. Salerno lacked authority to bind the Brick HA to the Contract absent Board action, Defendants, Mr. Salerno and Mr. Scaturro, would have acted ultra vires and must be held to be personally liable for the damages suffered by Plaintiff.

WHEREFORE, Plaintiff demands judgment on Count Eight of the Complaint against Defendants, Mr. Salerno and Mr. Scaturro, for compensatory damages, punitive damages, interest, attorneys' fees and costs of suit and for such other relief as the Court may deem just and equitable.

COUNT NINE
**(Tortious Interference with a Prospective
Economic Advantage)**

108. Plaintiff repeats and incorporates by reference herein each allegation set forth above.

109. Plaintiff had a reasonable expectation of advantage from the prospective contractual relationship related to Plaintiff's

employment with Defendant, the Brick HA.

110. Defendants, Mr. Salerno and Mr. Scaturro, intentionally and with malice, interfered with this advantage, without justification or excuse, by: 1) reducing the amount being paid to Plaintiff pursuant to the Contract, 2) by stripping Plaintiff of one of his job titles listed under the Contract, 3) by forcing Plaintiff to perform duties not listed under the Contract, and 4) pressuring Plaintiff to award vendor contracts in violation of state and federal law.

111. The said interference by Defendants, Mr. Salerno and Mr. Scaturro, caused Plaintiff to lose the advantage expected from the prospective contractual relationship with the Brick HA. Prior to the interference, Plaintiff was being paid \$83,000 annually with two job titles. After the interference, Plaintiff was paid only \$65,000 annually, had only one job title, had to perform duties he did not agree to in beginning his employment, and was forced to endure pressure from his superiors to violate state and federal law.

112. Plaintiff was injured economically by Mr. Salerno and Mr. Scaturro's interference due to the fact that his annual pay was reduced by \$18,000, he was not paid for the additional duties he performed for positions not listed in the Contract, and his pension was permanently reduced.

WHEREFORE, Plaintiff demands judgment on Count Nine of the Complaint against Defendants, Mr. Salerno and Mr. Scaturro, for compensatory damages, punitive damages, interest, attorneys' fees and costs of suit and for such other relief as the Court may deem just and equitable.

COUNT TEN
(Tortious Interference with a Contract)

113. Plaintiff repeats and incorporates by reference herein each allegation set forth above.

114. Defendant, Ms. Watson, interfered with the Contract between the Brick HA and Plaintiff by: 1) firing Plaintiff without cause, 2) telling Plaintiff orally that he was being fired for procurement issues while writing a letter stating that Plaintiff was being fired because his position was being eliminated, and 3) threatening to interfere with Plaintiff's unemployment status.

115. Defendant, Ms. Watson, interfered intentionally with the Contract between the Brick HA and Plaintiff by taking said actions.

116. Defendant, Ms. Watson, is not a party to the Contract.

117. Defendant's, Ms. Watson's, said interference with the Contract was without justification or excuse.

118. The interference by Defendant, Ms. Watson, caused damage to Plaintiff in that the interference resulted in the breach of the Contract and otherwise. Upon the breach of the Contract, Plaintiff

lost his employment and was no longer paid as he should have been pursuant to the Contract.

119. To the extent, if any, that Defendant, the Brick HA, successfully contends, over Plaintiff's objection, that the Contract is allegedly invalid because Mr. Salerno lacked authority to bind the Brick HA to the Contract absent Board action, Defendant, Ms. Watson, would have acted ultra vires and must be held to be personally liable for the damages suffered by Plaintiff.

WHEREFORE, Plaintiff demands judgment on Count Ten of the Complaint against Defendant, Ms. Watson, for compensatory damages, punitive damages, interest, attorneys' fees and costs of suit and for such other relief as the Court may deem just and equitable.

FITZPATRICK & WATERMAN
Attorneys for Plaintiff

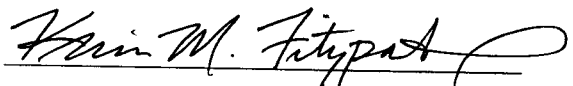
By: 
Kevin M. Fitzpatrick, Esq.

Dated: August 8, 2017

CERTIFICATION PURSUANT TO R. 4:5-1 and R. 1:38-7(c)

I certify that the within matter in controversy is not the subject of any other action pending in any court or of a pending arbitration proceeding, and that no other action or arbitration proceeding is contemplated. I further certify that there is no non-party that should be joined in this action. I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b). I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

**FITZPATRICK & WATERMAN
Attorneys for Plaintiff**

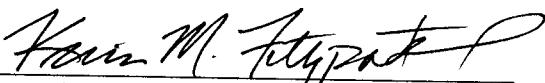
By: 
Kevin M. Fitzpatrick, Esq.

Dated: August 8, 2017

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Kevin M. Fitzpatrick, Esq., of Fitzpatrick & Waterman, is hereby designated as trial counsel for Plaintiff, Anthony Matthews.

**FITZPATRICK & WATERMAN
Attorneys for Plaintiff**

By: 
Kevin M. Fitzpatrick, Esq.

Dated: August 8, 2017

DEMAND FOR TRIAL BY JURY

Plaintiff, Anthony Matthews, hereby demands trial by jury on all issues so triable in this action.

**FITZPATRICK & WATERMAN
Attorneys for Plaintiff**

By: 
Kevin M. Fitzpatrick, Esq.

Dated: August 8, 2017

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August 8, 2017

BY CERTIFIED MAIL

Superior Court of New Jersey
Ocean County Civil Intake
Room 121, P. O. Box 2191
118 Washington Street
Toms River, New Jersey 08754

Re: ANTHONY MATTHEWS v. HOUSING AUTHORITY OF THE
TOWNSHIP OF BRICK, a public body corporate and
politic; DENNIS M. SALERNO; STEPHEN S. SCATURRO;
AND ALESIA WATSON, a/k/a/ ALESIA HUMPHREY

Docket No.: To Be Assigned
Fee Item

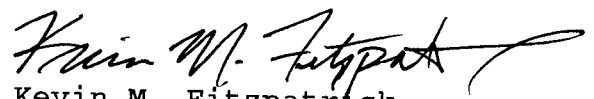
Dear Sir/Madam:

This firm represents Mr. Anthony Matthews in the above-captioned matter.

As such, I enclose the original and two copies of a Complaint and Case Information Statement. Please file the original and return the extra copies, marked "filed", in the enclosed, self-addressed stamped envelope. I also enclose our firm's check in the amount of \$250.00 to cover your filing fee.

Thank you for your attention to this matter.

Very truly yours,


Kevin M. Fitzpatrick

KMF/kf
Enclosures
cc: Mr. Anthony Matthews