

**GENERAL RELEASE AND
SETTLEMENT AGREEMENT**

This Settlement Agreement and General Release is made by Anthony Matthews ("Plaintiff"), residing at 834 South Concourse, Keyport, Monmouth County, New Jersey 07735, and the Housing Authority of the Township of Brick (the "Authority"), 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. For purposes of this Agreement, the term "Parties" shall mean and include Plaintiff and the Authority. For purposes of this Agreement, the term "Defendants" shall mean and include the Authority as well as Dennis M. Salerno ("Mr. Salerno"), an individual residing at 9423 Old Palmetto Road, Murrells Inlet, South Carolina 29576; Stephen S. Scaturro, Jr. ("Mr. Scaturro"), an individual residing at 61 Topsail Road, Brick Township, Ocean County, New Jersey 08723; and Alesia R. Watson, a/k/a Alesia Humphrey, ("Ms. Watson"), an individual residing at 106 Buchanan Avenue, Galloway Township, Atlantic County, New Jersey 08205.

WHEREAS, Plaintiff asserted various claims against the Defendants in a Complaint in an action filed in the Superior Court of New Jersey, Ocean County, Law Division, Docket Number OCN-L-002308-17 (the "Litigation"); and

WHEREAS, the Parties wish to enter into this Settlement Agreement in order to avoid further expense, inconvenience and delay, dispose of potentially burdensome and protracted litigation, and forever resolve all of the claims that were asserted or could have been asserted in the Litigation; and

WHEREAS, the individual defendants, namely Mr. Salerno, Mr. Scaturro, and Ms. Watson, were dismissed with prejudice prior to the execution of this Settlement Agreement and without financial contribution.

NOW THEREFORE, in consideration of the terms, covenants conditions and agreements contained herein, it is hereby agreed by and among the Parties as follows:

1. Dismissal of Claims. The Parties agree to dismiss all claims in the Litigation, with prejudice and without costs, including any potential appeals, attorney's fee application and any and all other claims, charges, complaints, grievances, disputes or other potential actions of any kind whatsoever.
2. Release of Claims. The Parties agree to release and waive any and all claims, counterclaims, equitable relief and defenses that have been, could have been or could be brought that are in any way related to the Litigation or Plaintiff's employment with the Authority.
3. Settlement Amount. In consideration for the promises and covenants made herein and other good and valuable consideration, the Parties agree that the Authority shall pay to Plaintiff the amount of sixty-two thousand five hundred dollars (\$62,500) ("Settlement Amount") by check made payable to "Fitzpatrick & Waterman Attorney Trust Account". The Settlement Amount shall be paid to Plaintiff no later than thirty days after the approval of this

Settlement Agreement by the Board of the Authority. The Settlement Amount shall be payable pursuant to the terms of this Settlement Agreement and is intended by the mutual agreement of the Parties to be full compensation for all claims and potential claims, including, but not limited to, claims for attorneys' fees and expenses. Plaintiff agrees that he will be responsible for the payment of all applicable federal, state and local taxes with respect to the payments under this Settlement Agreement. An appropriate Form 1099 will be prepared and issued by Defendants to Plaintiff with respect to the Settlement Amount.

4. Dismissal of Complaint with Prejudice. The Parties hereby authorize and instruct their respective legal counsel of record to sign a Stipulation of Dismissal with Prejudice and without costs as to all claims in the Litigation within ten (10) days of the execution of this Settlement Agreement. Counsel for Mr. Matthews shall file the Stipulation of Dismissal with Prejudice with the Court.

5. No Admission of Liability. The Parties acknowledge that this Settlement Agreement has been executed in connection with the compromise and settlement of disputed claims. This Settlement Agreement and the actions taken pursuant thereto do not constitute an acknowledgment or admission on the part of any party of liability for any matter or precedent upon which liability may be assessed.

6. Acknowledgement of Consideration. The Parties agree and acknowledge that the consideration received for the execution of this Settlement Agreement shall constitute full payment, satisfaction, discharge, compromise and release of and from all matters arising out of the Litigation.

7. Full Capacity. The Parties represent that they have the full mental and physical capacity and legal authority to enter into, execute and perform this Settlement Agreement. The Parties also represent that they have had the advice of counsel in the Litigation, including in the negotiation and execution of this Settlement Agreement.

8. Entire Agreement. This Settlement Agreement contains the entire agreement between the Parties as to the settlement of their disputes and no amendment, modification or addendum to this Settlement Agreement shall be effective unless in writing dated subsequent to the date hereof. The requirement for such a writing shall apply to any waiver of the requirement of a written modification pursuant to this Section and this shall be deemed an essential term of the Settlement Agreement.

9. Binding Agreement. All of the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties, their heirs, executors, administrators, personal or legal representatives, successors and assignees respectively. Wherever any party in this Settlement Agreement shall be designated or referred to by name or general reference, such designation shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every designation.

10. Severability. If any term, condition or application of this Settlement Agreement shall be determined to be contrary to the laws of the State of New Jersey or the United States, then such term or condition or application shall not be deemed valid except to the extent permitted by law, but all other terms or conditions or applications shall continue in full force and effect.

11. Governing Law. New Jersey law shall govern the Settlement Agreement and any suit to enforce the Settlement Agreement shall be brought in the Superior Court of New Jersey.

12. Enforcement. The Parties agree that nothing in this Settlement Agreement prevents them from suing or taking other action to enforce the terms of this Settlement Agreement.

13. Counterparts. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The parties agree to execute any and all further documents which may be reasonably required to effectuate the terms of this Settlement Agreement.

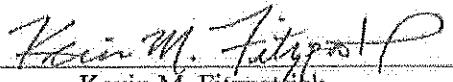
We further confirm and state that we have carefully read the foregoing Settlement Agreement, know the contents thereof, and sign our names as our own free act.

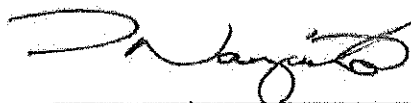
WITNESS our hands on the date indicated below


Anthony Matthews

STATE OF NEW JERSEY)
) ss:
COUNTY OF HUDSON)

Be it remembered, that on this 15th day of November, 2018, before me, the subscriber, the undersigned authority, Anthony Matthews, personally appeared, and proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this Settlement Agreement and acknowledged to me that he executed the same.

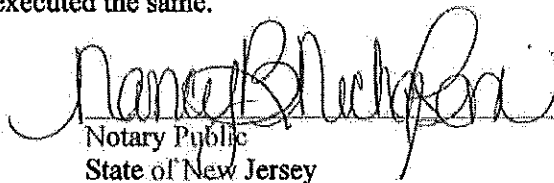

Kevin M. Fitzpatrick
An Attorney at Law of
the State of New Jersey



Name: Jacob Naszimento
Executive Director
Housing Authority of the Township of Brick

STATE OF NEW JERSEY)
)
COUNTY OF) ss:

Be it remembered, that on this 16 day of November, 2018, before me, the subscriber, the undersigned authority, Jacob Naszimento, authorized representative of the Housing Authority of the Township of Brick, personally appeared, and proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this Settlement Agreement and acknowledged to me that he executed the same.



Notary Public
State of New Jersey

My Commission Expires **NANCY B NICHOLSON**

ID # 2384405
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires April 6, 2019

CJ18-304-04835
865-9100-20

RE: MATTHEWS

2

SUPERIOR COURT OF NEW JERSEY

JUDGMENT: J-140597-2014
DATE ENTERED: 08/02/14
ACTION: CHILD SUPPORT
VENUE: MERCER

CASE NUMBER: CS 414585 31A
DATE OF BIRTH: 06/04/91

CREDITOR(S):

SAQUISA N LASSITER ,ORIGINAL DOCKET - FD-11-001067-14

ATTY FOR CR.: PRO SE

DEBTOR(S):

ANTHONY MATTHEWS ,PRO SE

721 PENNINGTON AV, TRENTON, NJ 08618-2933

The debt amount varies from date to date. If you wish to know
the current details, please contact: 1-877-NJ-KIDS1 (1-877-655-4371)
or www.njchildsupport.org

*** End of Abstract ***

SUPERIOR COURT OF NEW JERSEY

JUDGMENT: J-185542-2014
DATE ENTERED: 10/02/14
ACTION: CHILD SUPPORT
VENUE: ESSEX

CASE NUMBER: CS 351396 26A
DATE OF BIRTH: 09/12/61

CREDITOR(S):

ELAINE MATTHEWS ,ORIGINAL DOCKET - FM-07-002077-09

ATTY FOR CR.: PRO SE

DEBTOR(S):

ANTHONY MATTHEWS ,PRO SE

54 S HIGHLAND AV, OSSINING, NY 10562-5245

The debt amount varies from date to date. If you wish to know
the current details, please contact: 1-877-NJ-KIDS1 (1-877-655-4371)
or www.njchildsupport.org

*** End of Abstract ***

Charles Jones

CJ18-304-04835
865-9100-20

RE: MATTHEWS

1

SUPERIOR COURT OF NEW JERSEY

JUDGMENT: J-114368-2007

CASE NUMBER: CS 723106 85B

DATE ENTERED: 05/02/07

DATE OF BIRTH: 05/31/82

ACTION: CHILD SUPPORT

VENUE: BURLINGTON

CREDITOR(S):

BURLINGTON CO BD SOCIAL SERVS

ATTY FOR CR.: PRO SE

DEBTOR(S):

ANTHONY J MATTHEWS

APT 7,

8 TRENTON RD, BROWNS MILLS, NJ 08015-3234

The debt amount varies from date to date. If you wish to know
the current details, please contact: 1-877-NJ-KIDS1 (1-877-655-4371)
or www.njchildsupport.org

*** End of Abstract ***

SUPERIOR COURT OF NEW JERSEY

JUDGMENT: J-175822-2007

CASE NUMBER: CS 101769 40A

DATE ENTERED: 07/03/07

DATE OF BIRTH: 09/22/82

ACTION: CHILD SUPPORT

VENUE: OCEAN

CREDITOR(S):

OCEAN CO BD SOCIAL SERVS ,ORIGINAL DOCKET - FD-15-001251-07

ATTY FOR CR.: PRO SE

DEBTOR(S):

TONY MATTHEWS

1ST FLOOR

1009 THORN ST, RAHWAY, NJ 07065

The debt amount varies from date to date. If you wish to know
the current details, please contact: 1-877-NJ-KIDS1 (1-877-655-4371)
or www.njchildsupport.org

*** End of Abstract ***

Charles Jones
A Quality Company



* * * CHILD SUPPORT JUDGMENT SEARCH * * *
NEW JERSEY SUPERIOR COURT

865-9100-20

RE: MATTHEWS

CERTIFIED TO:

FITZPATRICK & WATERMAN
90 W 40TH STREET
Bayonne NJ 07002

CHARLES JONES LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE INDEX OF
THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY
AND DOES NOT FIND REMAINING UNSATISFIED OF RECORD THEREIN A JUDGMENT
FOR CHILD SUPPORT PURSUANT TO N.J.S.A. 2A:17-56.23(B) EXCEPT AS SET
FORTH BELOW AGAINST:

	FROM	TO
ANTHONY MATTHEWS	09-01-1992	10-29-2018
SSN: XXX-XX-3477		
*** With Judgments ***		

(SEE ATTACHED 2 PAGES)

DATED 10-29-2018
TIME 08:45 AM

FEES: \$ 10.00
TAX: \$ 0.00
TOTAL: \$ 10.00

CJ18-304-04835 304 1062304 01

CHARLES JONES LLC
P.O. BOX 8488
TRENTON, NJ 08650

AFFIDAVIT

I, Anthony Matthews, say under oath that the following statements are true to the best of my knowledge, information belief:

1. I was born on July 5, 1961.
2. I have never changed my name or used other names.
3. No order for payment of child support has ever been entered against me and there is no separation agreement which provides for the payment of child support through any county probation department.
4. I have reviewed the attached child support judgment search, performed by Charles Jones, LLC, on October 31, 2018, and I am not one of the four individuals listed in the results.


Anthony Matthews

STATE OF NEW JERSEY)
)
COUNTY OF HUDSON)
)

SS:

Be it remembered, that on this 15th day of November, 2018, before me, the subscriber, personally appeared Anthony Matthews, and proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this Affidavit and acknowledged to me that he executed the same.

Kevin M. Fitzpatrick
An Attorney at Law of
the State of New Jersey