

LOUIS A. ZAYAS, ESQ.
LAW OFFICES OF LOUIS A. ZAYAS, L.L.C.
8901 Kennedy Boulevard, Suite 5S
North Bergen, NJ 07047
(201) 977-2900

RECEIVED
SUPERIOR COURT BERGEN COUNTY
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FEB 01 2012

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SUPERIOR COURT OF NEW JERSEY
COUNTY OF BERGEN
FINANCE DIVISION

Aud. L-1070-12

MATEO PEREZ,

Plaintiff,

vs.

BRIAN P. STACK, VIRGIL CABELLO;
UNION CITY HOUSING AUTHORITY;
UNION CITY HOUSING AUTHORITY
BOARD (Individually); BRIAN STACK
CIVIC ORGANIZATION,

Defendants.

Jim Sp...
SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
DEPUTY CLERK

← 1127-12

CIVIL ACTION

COMPLAINT

Date Filed	<i>2/12/2012</i>
Payment #	<i>1951</i>
CA	<input checked="" type="checkbox"/>
CK	<input type="checkbox"/>
CC	<input type="checkbox"/>
MO	<input type="checkbox"/>
CG	<input type="checkbox"/>
Amount	<i>300</i>
Payor	<i>Louis Zayas</i>
Batch/Ref/Case #	<i>1785</i>

Plaintiff, MATEO PEREZ, by and through his attorney, LOUIS A. ZAYAS of LAW OFFICES OF LOUIS A. ZAYAS, L.L.C, alleges the following based on information and belief:

FACTS

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DTC*

1. This is a civil action brought by Plaintiff for damages under the New Jersey Civil Rights Statute and Conscientious Employee Protection Act.
2. Plaintiff Mateo Perez ("Perez" or "Plaintiff") is a citizen of the State of New Jersey, residing in the Town of Glen Rock, Bergen County, New Jersey.
3. Defendant Brian P. Stack ("Mayor Stack") is the duly elected Mayor of Union City, New Jersey. Defendant Stack is sued to affect the full declaratory, injunctive, and compensatory damages demanded by the Plaintiffs.
4. Defendant Union City Housing Authority Board ("UCHA") is a group of individuals existing under the laws of New Jersey and conducting business in Union City, New Jersey.

Defendant members of the UCHA are sued individually to effect the full declaratory, injunctive, and compensatory damages demanded by the Plaintiffs

5. Defendant Virgil Cabello (“Cabello”) is the Executive Director of the Union City Housing Authority Board. Defendant Virgil Cabello is sued to effect the full declaratory, injunctive, compensatory damages demanded by the Plaintiffs

6. Defendant Brian Stack Civic Association (“Civic Association”) is a 501(C)(3) non-profit founded by Defendant Mayor Stack. Defendant Civic Organization is sued to affect the full declaratory, injunctive, compensatory damages demanded by Plaintiff.

FACTS

7. Defendant Mayor Stack is currently the Mayor of Union City and a New Jersey State Senator. Through the creation of the Mayor Brian Stack Civic Association, Mayor Stack has created a political machine to foster a “play to play” culture in Hudson County with the primary purpose of promoting, protecting and maintaining Mayor Stack’s political power in Union City and the 33rd District, in particular, and Hudson County politics, in general.

8. The Civic Association is the barometer by which Mayor Brian Stack measures and evaluates, in terms of financial donations, the loyalty and political patronage shown by individuals and companies for purposes of conferring and providing government benefits and privileges. Based on the financial donations given to the Civic Association, Mayor Stacks directly or indirectly provides government benefits, such as jobs, government contracts, and other tangible benefits not otherwise available to non-contributors or political supporter.

9. Despite the Civic Association's volunteer and civic efforts in the community, the Civic Association's main purpose for its existence is to promote, protect and maintain Mayor Stack's political power.

10. Based on the financial donations to the Civic Association, Mayor Stack determines what government contracts to award to political contributors by using government and public resources to promote or, as if often the case, enrich Mayor Stack and his political confederates, conferring public resources on private financial contributors, rewarding political loyalty by depriving the state and municipality of fair and impartial zoning applications; and enabling town employees to selectively enforce town ordinances against and in favor of individuals depending on their political support and contributions to the Civic Association.

11. Since the beginning of Mayor Stack's political career, Plaintiff Perez and his family were instrumental in Stack's rise in Hudson County politics. Both Perez and his family provided Mayor Stack with substantial financial and political support in the Cuban-American community. As a result of Perez' political support, Mayor Stack appointed Perez to various government positions.

12. Plaintiff Perez has been employed by Union City in various capacities.

13. Plaintiff was employed by Union City as Planning Board Attorney for a period of time. While he was Planning Board Attorney, Plaintiff was frequently approached by Mayor Stack to discuss upcoming Planning Board meetings. For example, Mayor Stack would meet with Plaintiff before each scheduled Planning Board meeting and tell Plaintiff which buildings he wanted approved, writing "yes" or "no" on the agenda. When Plaintiff would go into the meeting, the Board would ask him what Mayor Stack said, and would always vote the way Stack wanted.

14. Plaintiff never once saw the Board deny Mayor Stack's demands as to buildings to approve.

15. In 2004, Mayor Stack helped Plaintiff obtain a legal position with UCHA as a Housing Attorney based on Plaintiff's political contributions to the Civic Association. As Housing Attorney, Plaintiff was a full time employee of Union City Housing Authority. At the time Plaintiff was hired in 2004, he was politically active on behalf of Stack, contributing financially to his campaign, taking on cases pro bono, canvassing the city, and otherwise supporting Stack.

16. Mayor Stack exercises complete control over the Union City Board of Commissioners, effectively using the city to gain and maintain power and political capital and forcing city employees to support him and fundraise on his behalf.

17. Mayor Stack uses the Civic Organization to get around campaign finance laws. As a non-profit organization, the Civil Organization does not have a limit on the amount it can donate to Stack's campaigns. Stack tells supports to donate to the Civil Organization, which will then donate to him, rather than have people donate directly to him, in order to avoid campaign finance laws.

18. Mayor Stack told Plaintiff that he himself would decide when to open the Section 8 list for tenants. Mayor Stack himself puts people on the Section 8 list. Upon information and belief, Stack put his own girlfriend in Section 8 housing.

19. Mayor Stack controls who gets an apartment under Section 8 even when that person is not on the waiting list, by calling Pat Caputo at the Housing Authority and telling her who to move into what apartment.

20. Mayor Stack controls who the Housing Authority hires by making the Board create a new position which he can fill with whomever he wants.

21. Mayor Stack would often call Plaintiff and tell him not to evict certain people who supported him politically. (Including drug dealers, tenants who committed assault on Housing Authority property and tenants who violated their lease provisions.)

22. Plaintiff complained about Stack's unfavorable treatment of tenants who did not support him politically and favorable treatment of unsavory tenants merely because they supporter him. Mayor Stack, on one occasion, attempted to dissuade Perez from evicting a tenant who was a drug dealer because of his political support.

23. Mayor Stack had a UCHA Board member inform Plaintiff that Stack wished him to resign. Plaintiff refused to resign.

24. Defendant Virgil Cabello conspired with Mayor Stack in an attempt to get Plaintiff to resign.

25. In time, Perez and his family began to withdraw their political support for Mayor Stack and the Civic Association. When Plaintiff no longer contributed "sufficient" money to the Civic Organization, Mayor Stack or his political operatives made him feel that his job depended on fundraising for Mayor Stack.

26. Union City employees are expected to sell a certain number of fundraising tickets for Mayor Stack and his Civic Association. Promotions and good assignments were given to police officers because of their political support and financial donations to the Civic Association.

27. On one occasion, Plaintiff was told to inform a businessman that he could not open his business until he bought tickets for Mayor Stack's fundraiser.

28. Around April or May of 2010, Stack held an outdoor event attended by the governor and other politicians. During the event, an unknown person flew an airplane over the event, trailing a banner about Mayor Stack's sex exploits, lies and cheating of the public.

29. On or about October 2010, after the incident above, Plaintiff saw Stack at a restaurant. Stack said that that he believed Rolando Criberio (a business partner of Plaintiff's father) was behind the banner, and threatened that he would "destroy Criberio and everyone around him." Plaintiff interpreted Stack's statement as a threat to himself and his father, as they were closely associated with Criberio. Plaintiff complained that such threats were unlawful even if he and his family criticized Mayor Stack and no longer supported him. Mayor Stack responded "we'll see."

30. After the October 2010 threat, Stack prevented Plaintiff's father from obtaining a certificate of occupancy for a closing on a building that Plaintiff's father was selling, causing Plaintiff's father to lose about one million dollars.

31. Around one month later, Plaintiff was informed that his job was being advertised in the paper, despite the fact that Plaintiff had not been told that his employment was being terminated.

32. Plaintiff asked UCHA Board Secretary Pat Caputo why he was being fired, and she responded that it was "coming from Mayor Stack's office."

33. Plaintiff then asked the Executive Director of the UCHA, Virgil Cabello, why he was being fired. Cabello responded that the order "came from Mayor Stack's office."

34. Stack deliberately ignored Plaintiff's calls, and claimed that he did not know anything about Plaintiff's job being advertised

35. Around November 2010, Plaintiff was informed that Rudy Rivera, a member of the UCHA Board, was circulating a letter addressed to Plaintiff, stating that the Board wanted to fire him.

36. On October 7, 2010, Plaintiff received a letter from UCHA stating that his employment would be terminated as of November 7, 2010.

37. Plaintiff has been employed by Union City as the Library Board Attorney for approximately ten years.

38. As Library Board Attorney, Plaintiff would appear at the library's monthly meetings, and handle all legal matters relating to library contracts, patrons who violated library rules, and library employee discipline matters.

39. Upon information and belief, Union City put out a Request for Proposal (RFP), advertising Plaintiff's job around the end of November.

40. The Library held an emergency meeting in January, but did not inform Plaintiff.

41. Plaintiff spoke to the Library Administrator, Rita Mann, who confirmed that the Corporate Counsel for Union City had approved the hire of a new Library Attorney, who would start in February.

42. Upon information and belief, Plaintiff was terminated from his position as Union City Library Attorney in retaliation for his exercise of his rights of freedom of speech and political association.

COUNT I
CIVIL RIGHTS STATUTE,
N.J.S.A. 10:5-1, *et seq.*
POLITICAL ASSOCIATION

43. Plaintiff repeats and realleges the allegations set forth above as if fully set forth herein.

44. Plaintiff and his family refused to participate in Mayor Stack's "pay-to-play" culture. Plaintiff stopped supporting Stack politically, and stopped buying Mayor Stack's fundraising tickets, including tickets for the Civic Association. Mayor Stack considered Plaintiff and his family to be disloyal to him, as they did not donate to the Civic Association.

45. Plaintiff began to support Mayor Stack's political opponents. Mayor Stack knew or suspected that Plaintiff was supporting his opponents.

46. Defendants retaliated against Plaintiff by terminating his employment as Housing Attorney due to his refusal to support Stack politically.

47. As a direct and proximate result of Defendants' actions, Plaintiff suffered economic and emotional damages in an amount to be determined by a jury.

COUNT II
CIVIL RIGHTS STATUTE
N.J.S.A. 10:5-1, *et seq.*
FREEDOM OF SPEECH

48. Plaintiff repeats and realleges the allegations set forth above as if fully set forth herein.

49. Plaintiff refused to participate in Mayor Stack's pay-to-play political culture, and began openly supporting Stack's political opponents.

50. Stack believed that Plaintiff was associated with the plane that flew a banner over his outdoor fundraising event, as detailed above, and threatened to retaliate against Plaintiff for it.

51. Defendants retaliated against Plaintiff by terminating his employment due to his exercise of freedom of speech in supporting Stack's opponents, and perceived exercise of freedom of speech for flying the banner.

52. As a direct and proximate result of Defendants' actions, Plaintiff suffered economic and emotional damages in an amount to be determined by a jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly and severally, for the following relief:

- a. Compensatory Damages;
- b. Punitive Damages;

CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Confidential Settlement Agreement and Mutual Release ("Agreement") is made by and between Plaintiff Mateo Perez ("Perez"), the New Jersey Intergovernmental Insurance Fund ("NJIF"), the latter acting on behalf and for the benefit of itself and its insureds, the officials, employees, agents, and representatives of the City of Union City ("the City") as well as its attorneys, Anthony P. Seijas, Esq. and Weber Gallagher Simpson Stapleton Fires & Newby LLP., and the Housing Authority Risk Retention Group ("HARRG") acting on behalf and for the benefit of itself and its insureds, the officials, employees, agents, and representatives of the Union City Housing Authority and its Executive Director, Virgil Cabello ("UCHA") as well as its attorneys, Gerald J. Helfrich, Esq. and Gerald J. Helfrich, Esq. LLC ("Helfrich"). This Agreement shall be deemed entered into as of the date of signature of the last signatory or signatory representative to sign this Agreement.

WITNESSETH

WHEREAS, Perez brought legal actions against Mayor Brian Stack, the City of Union City, Brian Stack Civic Association, Mark Albeiz, Anthony P. Seijas, Esq., and Weber Gallagher Simpson Stapleton Fires & Newby LLP, the Housing Authority of the City of Union City i/p/a Union City Housing Authority, Union City Housing Authority Board (individually) and Virgil Cabello ("Defendants") in the Superior Court of New Jersey, Law Division, Hudson County, and the District Court of New Jersey under cases captioned Mateo Perez v. Brian P. Stack, et al. Docket No.; HUD-1070-12 and Mateo Perez v. Brian P. Stack, et al., Civil Action No.: 13-cv-02198 (the "Actions"). In the action captioned Mateo Perez v. Brian P. Stack, et al. Docket No.; HUD-1070-12, Defendant Stack filed a Counterclaim against Perez and a Third Party Complaint against Louis Zayas, Esq.

WHEREAS, Perez asserts claims in the Actions against Defendants sounding in defamation, false light, deprivation and violation of Civil Rights and other diverse injury; and Defendant Stack has asserted claims against Perez and Zayas sounding in defamation, amongst other things.

WHEREAS, all Parties have denied all allegations asserted against them in the Actions; and

WHEREAS, Mayor Brian Stack, the City of Union City and Mark Albeiz are provided with insurance as a result of the City's membership in the NJIIF;

WHEREAS, Anthony P. Seijas, Esq., and Weber Gallagher Simpson Stapleton Fires & Newby LLP are attorney's retained by the NJIIF to defend these Actions;

WHEREAS, the Union City Housing Authority and Virgil Cabello are insured by HARRG.

WHEREAS, Gerald J. Helfrich, Esq. and Gerald J. Helfrich, Esq. LLC are attorneys retained by HARRG to defend these actions;

WHEREAS, the Brian Stack Civic Association is a party interested in the settlement and release of the Actions;

WHEREAS, the signatories to this Agreement have mutually agreed to resolve the claims asserted by each other in these Actions and wish to memorialize their agreement herein;

NOW THEREFORE, in consideration of the mutual promises, agreements and covenants made herein, the signatories hereby covenant and agree as follows:

1. Plaintiff agrees to accept a total of **\$150,000.00** (referred to herein as the "Settlement Sum") for full and final settlement of this matter. The Settlement Sum shall be divided among Defendants and paid for as follows:

- a. NJIIF: Within 40 days following delivery to counsel for the NJIIF of (a) this Settlement Agreement and the Stipulation of Dismissal with Prejudice in the form attached hereto as "**Exhibit A**" (the "Stipulation"), (b) Perez's date of birth, current address and social security number, and (c) the EIN for Perez's attorney, the NJIIF shall make a payment totaling \$125,000.00 to Plaintiff and his attorney as follows: the NJIIF shall issue a check in the amount of \$50,000 made payable to "Louis Zayas, Esq" and another check in the amount of \$75,000 made payable to "Louis Zayas, Esq. as attorney for Mateo Perez." Each of the two foregoing checks shall be mailed to said counsel for Perez.
- b. UCHA: Within 25 days following the approval of HUD, the Housing Authority of the City of Union City shall issue a check in the amount of \$25,000.00 made payable to Mateo Perez and Louis Zayas, as attorney.
- c. The Parties acknowledge that Perez will treat \$100,000 of the Settlement Sum as damages for bodily injury; and \$50,000 as attorney fees and costs. At the appropriate time, the NJIIF and UCHA shall send to Perez at his home address then on file with the City a Form 1099 reflecting the payment of the Settlement Sum. Perez shall be solely responsible for the payment of all taxes related to the Settlement Sum, and shall indemnify and hold harmless the NJIIF, UCHA, their insurers and all Defendants for any amounts found due and owing to tax authorities for any tax liabilities for which Perez is primarily liable that may be attributed to this settlement.

2. As partial consideration for the Settlement Sum, Perez, for himself and on behalf of his successors, spouse, heirs, beneficiaries, estates and assigns (individually and collectively referred to herein as "Releasor"), does hereby fully and forever release, remit, acquit, remise, hold harmless and discharge the Defendants, NJIIF, HARRG, Helfrich as well as the City's, the UCHA's, HARRG's and the NJIIF's past and present officials, agents, volunteers, attorneys, departments, officers and employees (for individuals, said Release runs to them in their official and personal capacities,) and all of their respective heirs, successors and assigns (hereinafter, individually and collectively referred to as "Releasees",) jointly and individually, from any and all liabilities, claims, causes of action, charges, appeals, complaints, obligations, costs, losses, damages, injuries, attorneys' fees, and other legal responsibilities (collectively referred to as "Claims") of any form or kind whatsoever, whether vested or contingent, known or unknown, which Releasor has or may have against Releasees from the beginning of time through the date of this Agreement, including but not limited to any claims in law, equity, contract, tort, public policy, any claims for breach of contract, negligence, retaliation, harassment and/or discrimination based upon, among other things, illness, disability, handicap, sex, religion, age or race, intentional infliction of emotional distress, defamation, or any claims under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, as amended, the Reconstruction Era Civil Rights Act, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967, as amended, the Fair Labor Standards Act, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, as amended (except for claims for vested benefits under ERISA,) the N.J. Workers compensation Act, the Uniformed Services Employment and Reemployment Act of 1994, as amended, the New Jersey Law Against Discrimination, the New Jersey Conscientious Employee Protection Act, the

New Jersey Civil Rights Act, the New Jersey Constitution, or any other federal, state or local statute, ordinance or law whether known or unknown, unforeseen, unanticipated, unsuspected or latent, and any claims which were raised or could have been raised in the Action, whether known or unknown, unforeseen, unanticipated, unsuspected or latent. Notwithstanding anything set forth herein to the contrary, the Releasees do not waive any defenses or affirmative defenses in any pending or future litigation or claim, including but not limited to the entire controversy doctrine, estoppel, joinder, etc., whether with regard to the Actions, any Claims or otherwise.

3. Perez, for himself and on behalf of all Releasors, covenants and agrees that he will not file, re-file, appeal, initiate, or cause to be filed, re-filed or initiated any claim, suit, action or other proceeding based upon, arising out of, or related to the Actions or any Claims released herein; nor shall he solicit, encourage, participate, assist or cooperate in any claim against any of the Releasees. If a court order or subpoena is served on Perez requiring that he testify in any claim in which Releasees have an interest, he agrees to immediately notify and provide a copy of the court order or subpoena to the NJIIF's General Counsel, Eric J. Nemeth, P.C., 55 Madison Avenue, Suite 400, Morristown, New Jersey 07960, phone (973-539-2122), fax (973-539-4677) and Gerald J. Helfrich, Esq. Perez shall provide the NJIIF's General Counsel and Helfrich with a copy of the court order or subpoena as soon as possible and reasonably in advance of his appearance and/or compliance with the court order or subpoena.

5. Perez, for himself and on behalf of all Releasors, acknowledges and agrees that this Agreement is not an admission by the NJIIF, HARRG and/or the Defendants and/or any of their agents, employees or representatives of any wrongdoing or liability and is being entered into solely for the purpose of economic expediency.

6. Perez, for himself and on behalf of all Releasors, as well as Perez's counsel, agree that they shall not disparage any of the Releasees, in connection with the facts underlying the Action or this settlement.

7. Perez, for himself and on behalf of all Releasors, represents and warrants that no other person or entity has any interest in the Claims that were asserted or could have been asserted in the Actions, or in any other demands, obligations, or causes of action referred to in this Agreement, and that he has the sole right and exclusive authority to execute this Agreement and receive the benefits specified. Perez further represents that he has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims which comprise the Actions, or any other demands, obligations, or causes of action referred to in this Agreement. Perez further acknowledges that the only consideration for signing this Agreement are the terms stated in this Agreement, and that no other promise or agreement of any kind have been made to him or with him by any person or entity whatsoever to cause him to sign this Agreement; that he is competent to execute this Agreement; that he has been advised in writing and given the opportunity to consult advisors, legal or otherwise, of his own choosing; and that he fully understands the meaning and intent of this Agreement. No change to or modification of this Agreement shall be valid or binding unless it is in writing and signed by Perez the NJIIF and HARRG.

8. Perez, for himself and on behalf of all Releasors, as well as Perez's counsel, covenant and agree that they shall not disclose, or cause to be disclosed, the terms of this Agreement, or the fact that this Agreement exists, except to Perez's accountants and/or tax advisors, or to the extent otherwise required by law. Each such person who is provided information regarding the terms of this Agreement shall first be required to review this

Agreement and agree to abide by these limitations on disclosure. Perez and his counsel acknowledge and agree that this confidentiality provision is an express and absolute condition of this Agreement, that this confidentiality provision is bargained-for consideration for this Agreement, and that any violation of the terms and conditions of this confidentiality provision shall constitute a material breach of this Agreement. In the event this Agreement is required to be disclosed pursuant to applicable law, Perez and his counsel agree that their communication with any person or the media regarding the Action shall be limited to the statement that "the claim was settled and the terms of the settlement are confidential." Notwithstanding the foregoing, Perez and his Attorney shall have the right to respond to any public comments made by any of the Defendants that contest the allegations of Perez' claims herein, however in any such rebuttal or responsive statement, Perez and his Attorney shall not disclose any of the financial terms of this Agreement, unless necessary to disprove allegations made by any of the Defendants.

9. Perez represents that there are no Medicare, Medicaid, ERISA or other liens outstanding with regard to bodily injury claims arising under the Action.

10. Perez acknowledges, covenants and agrees that all federal and state income taxes and/or penalties relating to the payment set forth in this Agreement are solely his responsibility. Perez further covenants and agrees that he will indemnify the Defendants, the NJIIF, HARRG and UCHA for any taxes and/or penalties that are sought from or assessed against the Defendants, the NJIIF and/or HARRG and/or the UCHA by any state or federal governmental agency, including but not limited to Social Security payroll taxes ("FICA"), state and/or federal disability payments, unemployment taxes, for Medicare, Medicaid, ERISA or other liens, and/or state and/or federal income taxes, in connection with payment of the Settlement Sum.

11. Perez agrees to withdraw, *nunc pro tunc*, any and all grievances and/or employment practices complaints from the beginning of time through the date of this Agreement against the Defendants or its employees or agents, including but not limited to, complaints based upon harassment and/or discrimination and/or hostile work environment employment practices, whistle-blower complaints, complaints, grievances, collective bargaining agreement grievances, wage and/or salary grievances, employment benefit disputes, labor disputes, or any other claim under federal, state or local statute, ordinance or law whether known or unknown, unforeseen, unanticipated, unsuspected or latent.

12. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications and to this end the provisions of this Agreement are declared to be severable.

13. No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall it be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

14. This Agreement shall inure to the benefit of and be binding upon the heirs, representatives, successors, and assignees of each of the parties to it. All Releasors, including those who are not signatories hereto, are intended to and shall be bound by the terms, restrictions and covenants herein. All Releasees, including those who are not signatories to this Agreement, are intended to be beneficiaries of this Agreement, and in the event of any breach of this Agreement, any aggrieved Releasee may move to enforce the terms hereof and shall be awarded legal fees if it is the prevailing party in such application for enforcement.

15. This Agreement represents the entire agreement and understanding between the parties to this Agreement, constitutes the complete, final and exclusive embodiment of their

agreement with respect to the subject matter hereof, and supersedes and replaces any and all prior agreements and understandings, both written and oral, concerning the subject matter hereof. The terms of this Agreement are contractual and not mere recitals. This Agreement may not be changed or modified, except by a writing signed by the parties to this Agreement.

16. This Agreement shall be governed by and construed under the laws of the State of New Jersey and shall not be construed for or against any party based on attribution of drafting to any party.

17. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. Receipt by email or fax of a signature page or pages showing the witnessed execution of the Agreement by one or more signatory shall constitute receipt of an original duly executed by such signatory.

18. Each signatory to this Agreement represents that he has had the opportunity to consult with an attorney, and has carefully read and understands the scope and effect of the provisions of this Agreement, and signs this Agreement of his own free will. No signatory to this Agreement has relied upon any representations or statements made by any other signatory hereto other than those specifically set forth in this Agreement. Each signatory to this Agreement understands how this Agreement will affect that party's legal rights, and each signatory voluntarily enters into this Agreement with such knowledge and understanding.

19. The signatories to this Agreement acknowledge that:

(a) They have read this Agreement;

(b) They have been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice or that they have voluntarily declined to seek such counsel;

(c) They understand the terms and consequences of this Agreement and of the releases it contains;

(d) They are fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates set forth below.



Witness

Mateo Perez

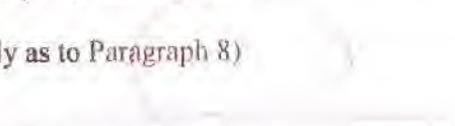


Date: August 7, 2013

LAW OFFICE OF LOUIS A. ZAYAS, LLC
Attorneys for Mateo Perez

(Solely as to Paragraph 8)

By:


Louis A. Zayas, Esq.

Date: August 7, 2013



Witness

INTENTIONALLY LEFT BLANK

The N.J. Intergovernmental Insurance Fund

By:



Eric J. Nemeth, Esq. General Counsel
N.J. Intergovernmental Insurance Fund
55 Madison Avenue
Suite 400
Morristown, New Jersey 07960

Date: August , 2013

September 17, 2013

Judith A. Giarso
Witness

HOUSING AUTHORITY OF THE CITY OF
UNION CITY

Witness _____

By: _____
Authorized Representative of the Housing
Authority of the City of Union City

Date: August ____, 2013