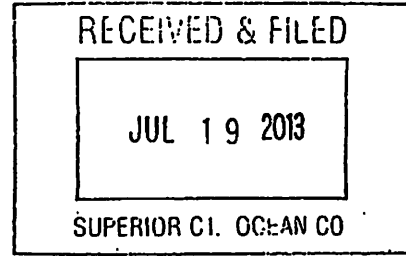


COSTELLO & MAINS, P.C.
By: Kevin M. Costello, Esquire
18000 Horizon Way, Suite 800
Mount Laurel, NJ 08054
(856) 727-9700
Attorneys for Plaintiff



SCOTT BUNDY	:	SUPERIOR COURT OF NEW JERSEY
	:	OCEAN COUNTY - LAW DIV
Plaintiff,	:	
	:	Civil Action
vs.	:	DOCKET NO. 2009-13
	:	
BRICK TOWNSHIP MUNICIPAL UTILITY AUTHORITY; PATRICK BOTTAZZI and JOHN DOES 1-5 AND 6-10:	:	COMPLAINT AND JURY DEMAND
	:	
Defendants.	:	

Plaintiff Scott Bundy, residing in Toms River, New Jersey, by way Complaint against the defendants, says:

Preliminary Statement

This matter is opened to the Court under the New Jersey Conscientious Employee Protection Act ("CEPA") and/or under the *Pierce v. Ortho Pharmaceuticals* doctrine in the alternative.

Identification of Parties

1. Plaintiff Scott Bundy is, at all relevant times herein, a resident of the State of New Jersey and employed by the Brick Township Municipal Utility Authority.
2. Defendant Brick Township Municipal Utility Authority ("BMUA") is, at all relevant times herein, a public body corporate and politic and, at all relevant times herein, the plaintiff's employer.

well as their representatives and attorneys, would be engaging in speculation and/or potentially violating applicable tax codes were they to offer opinions and/or attempt to govern the behavior of tax entities with this agreement.

The Releasees shall issue a 1099 Federal Tax form to the Plaintiff and to her attorneys, jointly. Costello & Mains' tax ID number is 72-162-1222.

9. CONFIDENTIALITY

The parties agree to keep this matter confidential. The parties are free, however, to discuss the terms of the Settlement Agreement as necessary with legal counsel and/or with any tax or financial professional, preparer or planner. The parties are also free to discuss the terms of this agreement with spouses, and if a business entity, with the board of directors. Prior to disclosing any information to a third party described above, the third party must agree to keep the information confidential.

10. NO ADDITIONAL TERMS

There are no additional terms pertinent to this Agreement which either party alleges or plans to allege exist. Any amendment to this Agreement must be in writing and must bear the signature of all original signatories in order to be legally binding. The parties agree further that there are no expectations, promises, accords or inducements existing other than the consideration mutually given in this release by, among and between the parties.

11. NO ADMISSION OF LIABILITY.

The parties agree that no party to this Agreement is admitting any liability for any wrongdoing under any theory specifically cognizable in any pleading to which this Agreement speaks, nor which may arise from any other law, statute, constitutional provision or legal doctrine. The purpose of this Agreement is solely to settle, without admission of liability at any time, the controversies between the parties fully and forever.

12. DISMISSAL WITH PREJUDICE

Plaintiff shall execute through its attorney a stipulation of dismissal with prejudice which shall be held IN ESCROW by the Defendants until all of the payments under this agreement have been made.



Signature

SCOTT J BUNDY

Print Name

DATE:

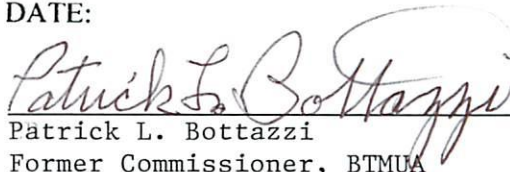


Signature

George Cevasco, Chairman, BTMUA

Print Name

DATE:



Patrick L. Bottazzi
Former Commissioner, BTMUA