

**CITY COUNCIL**

**The City of Orange Township, New Jersey**

**DATE** September 5, 2023

**NUMBER** 349-2023

**TITLE:** **RESOLUTION AUTHORIZING SETTLEMENT IN THE MATTER OF ANTHONY CAREY V. CITY OF ORANGE TOWNSHIP, MAYOR DWAYNE D. WARREN, RAYMOND WINGFIELD, AND JOHN DOES 1-10, DOCKET NO. ESX-L-002475-20, IN THE AMOUNT OF THREE HUNDRED AND SEVENTY THOUSAND DOLLARS (\$370,000.00)**

**WHEREAS**, a lawsuit styled as Anthony Carey v. City of Orange Township, Mayor Dwayne D. Warren, Raymond Wingfield and John Does 1-10, Docket No. ESX-L-002475-20, was initiated in the Superior Court, Law Division, Essex County; and

**WHEREAS**, plaintiff, Anthony Carey filed suit against the City of Orange Township seeking compensation and punitive damages and attorney's fees; and

**WHEREAS**, plaintiff and the City of Orange Township desire to resolve this matter without further litigation under the terms specified in the Settlement Agreement and Release attached hereto; and

**WHEREAS**, after engaging in substantial discovery and due diligence, the Plaintiff is dismissing any and all claims against the City of Orange Township and the City of Orange Township is dismissing all claims against the plaintiff.

**WHEREAS**, the City of Orange Township and Anthony Carey agreed to amicably resolve this matter in the amount of \$370,000.00; and

**WHEREAS**, the City of Orange Township's Chief Financial Officer has prepared the necessary Certification of Availability of Funds, a copy of which is attached hereto, certifying that funds are available in the Account 3-01-20-155-000-366; and

**WHEREAS**, the City of Orange Township will submit this settlement to the PEJIF for reimbursement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ORANGE TOWNSHIP as follows:**

**Section 1.** The settlement as set forth by the foregoing, including the above Recitals, be and is hereby approved.

**Section 2.** The Mayor be and is hereby authorized and directed to resolve the Anthony Carey Litigation in accordance with any terms and conditions as set forth thereto.

**Section 3.** This Resolution shall take effect immediately.

**Adopted:** September 5, 2023

Faint lines of text, likely the beginning of a paragraph or a list of items.



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**Joyce L. Lanier**  
**City Clerk**

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**Tency A. Eason**  
**Council President**



**SETTLEMENT AGREEMENT**  
**AND**  
**GENERAL RELEASE**

**AGREEMENT** made as of the last date in the signature blocks between Plaintiff, Anthony Carey, ("Plaintiff") on the one hand, and Defendant, City of Orange Township, ("the City"), on the other hand ("Effective Date"). Plaintiff and Defendant are hereinafter collectively referred to as "Parties" and individually referred to as "Party."

The following "Whereas" clauses are true and correct and incorporated by reference as part of this Settlement Agreement and General Release.

**WHEREAS**, Plaintiff has made certain allegations against the City regarding Plaintiff's employment with the City of Orange Township in a Complaint and Amended Complaint captioned *Anthony Carey v. City of Orange Township, et al.* bearing Docket No. ESX-L-2475-20, filed in the Superior Court of New Jersey, Essex County, ("Complaint") and the City made certain allegations in a corresponding Counterclaim against Plaintiff ("Counterclaim"); and

**WHEREAS**, the Parties deny and continue to deny the allegations made against them contained in the Complaint and Counterclaim, or that they engaged in any other wrongful conduct against each other; and

**WHEREAS**, the Parties have determined to amicably resolve this dispute and to avoid the burdens and expense of protracted litigation; and

**WHEREAS**, the Parties have agreed to settle all existing disputes between them, including, but not limited to, those allegations set forth in the aforesaid Complaint and Counterclaim pursuant to the terms and conditions of the within Settlement Agreement and General Release ("Agreement");

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings set forth herein, the Parties agree as follows:

1. **GENERAL RELEASE.** As a material inducement to both Parties to enter into this Agreement, the Parties, on behalf of themselves, their heirs, successors, representatives, assigns, attorneys, agents, executors and administrators, hereby irrevocably and unconditionally release, acquit, and forever discharge the other Party, its present, past and future owners, affiliates, related business entities, parent companies, subsidiaries, predecessors, successors, assigns, divisions, directors, officers, trustees, members, employees, stockholders, representatives, insurers, reinsurers, attorneys for the insurers and reinsurers, attorneys, in their individual and representative capacities, and all persons acting by, through, under, or in concert with any of these, from any and all charges, complaints, claims,

liabilities, obligations, suits, demands, costs, losses, debts and expenses, including, but not limited to, all claims for penalties, general damages, punitive damages, front pay, back pay, compensatory damages, special damages, interest, equitable relief, attorneys' fees and costs, enhancement of attorney's fees, of any nature whatsoever, known or unknown, suspected or unsuspected, that either Party had, now has, or in the future may or could have, arising out of or relating to any matter up to the date of the execution of this Agreement, whether under any theory, including, but not limited to, any and all claims in connection with Plaintiff's employment with the City of Orange Township and the cessation thereof including Plaintiff's claims of retaliation under the Conscientious Employee Protection Act, N.J.S.A. § 34:19-1, *et seq.* ("CEPA") and violations of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-12 *et seq.*, and including the City's claims of fraud, unjust enrichment and consumer fraud, but excluding any claims to enforce the Parties' rights under this Agreement.

The Parties specifically release all claims that were or could have been asserted in the matter entitled *Anthony Carey v. City of Orange Township, et al.*, instituted in the Superior Court of New Jersey, Essex County, bearing Docket No.: ESX-L-2475-20. This General Release applies to claims, known or unknown, resulting from any alleged act, omission, transaction, practice, conduct, event, or other matter occurring up to and including the date of this Agreement. The Parties acknowledge that they may discover facts or law different from, or in addition to, the facts or law they know or believe to exist with respect to a released claim. The Parties agree, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or law. The Parties expressly waive all rights they may have under the "discovery rule" or similar tolling provisions and acknowledge that they understand the significance of doing so.

Plaintiff acknowledges and affirms that he has reported all hours worked as of the date of this Agreement and was paid and has received all compensation, wages, bonuses, vacation pay, commissions, and benefits to which he was entitled for those hours worked and that no leave, compensation, wages, bonuses, vacation pay, commissions or benefits are due to Plaintiff except as provided in this Agreement. Further, Plaintiff acknowledges and agrees that he has not suffered any workplace injury or occupational disease that has not already been reported to the City.

If any legal proceeding, whether an individual or class action, is instituted in court or a state or federal administrative agency, including any proceeding conducted by the EEOC (collectively referred to herein as "Proceeding"), Plaintiff waives all relief available to Plaintiff (including, without limitation, monetary damages, equitable relief and reinstatement) under any of the claims and/or causes of action waived in this paragraph 1. Therefore, Plaintiff agrees that he will not accept any award or settlement from any source or Proceeding (including but not limited to any proceeding

brought by any other person or by any government agency) with respect to any claim or right waived in this Agreement.

Plaintiff specifically affirms he will withdraw the Civil Service appeal of his termination presently pending before the Office of Administrative Law.

2. **LIENS.** Plaintiff hereby certifies that, if there are any liens against the proceeds of this settlement, they will be paid in full or compromised and released by him out of, and from, the amount stated below in Paragraph 5. If any liens exist which are not satisfied as required by this Agreement, and a claim is made or an action filed against the City of Orange Township by anyone to enforce such liens, Plaintiff agrees that he will immediately pay such liens in full. This is intended to include all liens, including but not limited to liens for attorneys' fees, liens in favor of hospitals and other medical providers, liens in favor of health and other insurers, liens in favor of Medicare and Medicaid, all statutory or common law liens, and all judgment liens.

Plaintiff represents that he or his attorney will, prior to being issued the Settlement Payment, conduct the required judgment search for child support and/or any other domestic order for support (or any other judgment) which may have or has created a lien against Plaintiff's proceeds of the Settlement Payment and will provide the results of same to counsel for the Parties. Plaintiff represents that his attorney has investigated the existence of any liens of any kind, and Plaintiff is making this statement based upon information known to him or supplied to him by his attorney.

Plaintiff agrees to indemnify and hold the City harmless from and against any and all claims made against the City due to any liens against the proceeds referenced in paragraph 5.

3. **NO ADMISSION AND NO ADMISSIBILITY.** The parties deny that they are liable for any claims made against them. The parties have nonetheless arrived at an understanding with reference to a settlement of their differences, and wish to resolve all issues relating the underlying litigation. The City of Orange Township has entered into this Agreement solely for avoiding the burdens and expense of protracted litigation and Plaintiff acknowledges that the City is not admitting any fault or liability. Further, neither this Agreement nor the furnishing of consideration for the release is intended or shall be construed as an admission that either Party has violated any federal, state or local law (statutory or decisional), ordinance or regulation, or that the City has committed any wrong against Plaintiff. Accordingly, **there is no "prevailing party" in this matter.**

Therefore, the parties agree that the making of this Agreement shall not be admissible into evidence in any proceeding, hearing, action, forum, court, or any other setting for any dispute resolution whatsoever, except for the enforcement of this Agreement.

4. **REPRESENTATIONS AND WARRANTIES OF PLAINTIFF.** Plaintiff hereby represents and warrants to the City that:

a. **Read Negotiated Settlement Agreement and General Release.** Plaintiff has read this Agreement in its entirety;

b. **Discussions with Counsel.** Plaintiff has discussed all of the terms contained within this Agreement with his attorney and is satisfied with the services of his attorney. Plaintiff further represents and agrees that: Plaintiff has been advised by the City of Plaintiff's right to discuss all aspects of this Agreement with an attorney, financial advisor, and/or representative of Plaintiff's choice; that Plaintiff has so consulted with Plaintiff's attorneys; that Plaintiff has had the opportunity to have the Agreement translated for Plaintiff to the extent Plaintiff feels Plaintiff needs it; and that Plaintiff has had a reasonable period of time to consider whether or not to enter into this Agreement.

c. **Voluntary Acts.** Plaintiff is signing this Agreement freely and voluntarily, without coercion of any kind, and with full knowledge and understanding of its contents and that this Settlement Agreement and General Release is binding and final;

d. **No Reliance.** Plaintiff is not relying in any way on any statements, representations, or promises by any representative of the City, except as specifically set forth in this Agreement;

e. **No Assignment or Transfer.** Plaintiff has not assigned or transferred, or purported to assign or transfer, any claim covered or which may have been covered by this Agreement, or any portion of any claim or any interest in any such claim, to any person or entity;

f. **No Claims Filed.** Except for the Complaint, Plaintiff has not filed, and will not file, in any Court, agency, Division of the State of New Jersey, or in any forum whatsoever, any charges, complaints or other claims against the City for anything that has happened up until the date of the complete and full execution of this Agreement.

g. **Taxes and Indemnification.** Payment of the Settlement Payment, as set forth below, is in full satisfaction and settlement of any and all claims for damages, which were made or which could have been alleged in the Complaint, including but not limited to any and all claims for damages allowed by law, equity, contract, and specifically including attorneys' fees and costs. Plaintiff acknowledges and agrees that the City has made no representations as to the taxability or exemption from taxation of the Settlement Payment specified below and further acknowledges and agrees that Plaintiff shall be solely responsible for any and all taxes due or owing on the amounts to be paid or paid as set forth below (including but not limited to any FICA payments to be paid by Plaintiff), including any and all additional payments.



Plaintiff agrees to be responsible for and pay any amount that may be determined to be due and owing as taxes, interest and penalties arising out of the Settlement Payment described in paragraph 5 received by him hereunder. Plaintiff shall be required to pay for defense and indemnification of the City, its insurers, its insurers' third party administrators, or any other elected or appointed officer or employee of the City, for any expense relating to any further claim of tax liability for the settlement payments referenced herein, such that in the event any such person expend any time or money in response to any claim of unpaid tax liability, whether lawsuit, administrative action, informal collection action or effort, or any other such action requiring the expenditure of time or money in response to any claim of tax liability relating to this settlement, any such person associated with the City as listed here shall be entitled to have Plaintiff provide a legal defense and pay any such expense, judgment, or other money associated with litigation, investigation, fact finding, or otherwise with regard to such a claim to be paid by Plaintiff, with any payment for time expended to be reimbursed by Plaintiff at regular rates.

The Parties to this agreement specifically warrant and agree that the tax related provisions of this agreement and the apportionment of payment in Paragraph 5 below were specifically requested and negotiated by Plaintiff, through counsel, with counsel for the City giving no opinion and taking no position nor having full information as to either Parties' tax obligation, but rather all associated with the Agreement have relied and continue to rely upon the representations of Plaintiff, by and through counsel, that this agreement is not being entered into with the purpose or known effect of avoiding any state or federal tax liability or other tax or tax-like consequences of the Settlement Payment referenced in Paragraph 5.

5. **CONSIDERATION.** In exchange for the promises made by Plaintiff, and the execution by Plaintiff of this Settlement Agreement and General Release, the City agrees to the payment of the settlement sum in accordance with the following terms and conditions. The total amount of the settlement to be paid in the aggregate by or on behalf of the City shall be Three Hundred Seventy Thousand dollars (\$370,000.00) ("Settlement Payment") within thirty (30) days of the official approval of this Agreement by the City Council of the City of Orange Township, provided Plaintiff has provided all documents required by this Agreement. With the exception of the amount being paid in lost wages, the Settlement Payment shall be made payable to the Trust Account of the law firm of Matsikoudis & Fanciullo LLC as follows:

a. A sum of One Hundred Twenty-Five Thousand Seven Hundred Nineteen Dollars and Seventy-Three Cents (\$125,719.73) shall be paid in settlement of Plaintiff's emotional distress claim. An IRS form 1099 shall be issued for this amount.

b. A sum of Eighty-Three Thousand Eight Hundred Thirteen Dollars and Sixteen Cents (\$83,813.16) shall be paid in settlement of Plaintiff's claim for lost wages. An IRS form W-2 shall be issued for this amount.

c. A sum of One Hundred Sixty Thousand Four Hundred Sixty-Seven Dollars and Eleven Cents (\$160,467.11) shall be paid in settlement of Plaintiff's claim for attorneys' fees and costs. An IRS form 1099 shall be issued for this amount.

Within ten (10) days of confirmation of Plaintiff's receipt of the Settlement Payment, the attorney for the City will also execute and file a stipulation of dismissal dismissing the City's Counterclaim with prejudice.

The Settlement Payment represents payment in full settlement of any and all of Plaintiff's claims, as well as any attorneys' fees and costs sought or incurred by Plaintiff in connection with all claims she has, had or may have against Defendants. Plaintiff acknowledges that this is consideration to which Plaintiff is not otherwise entitled. As a precondition to payment, Plaintiff's attorney shall provide the City with all documents required by this Agreement including a fully executed W-9 form and a signed Stipulation of Dismissal with Prejudice, not to be filed with the Court until Plaintiff's attorney receives the payment.

6. **WAIVER OF REEMPLOYMENT AND RETURN OF PROPERTY.** In consideration of the promises herein, Plaintiff agrees that Plaintiff shall not knowingly apply to work or seek employment, association, or any business relationship with the City of Orange Township or any of its subsidiaries, branches, or successors. If Plaintiff is found to be an applicant to or employee of/associated with any of the above, whether inadvertent or otherwise on the part of Plaintiff, then the City of Orange Township, or the subsidiary, branch, or successor, at its sole discretion, may deny or terminate such employment or association pursuant to this Agreement, which shall serve as an absolute affirmative defense to any liability for such act.

By signature of this Agreement, Plaintiff warrants that he has returned all of the City's property, including identification cards or badges, access codes or devices, keys, laptops, computers, telephones, mobile phones, hand held electronic devices, credit cards, electronically stored documents, files, physical files, and any other City property in his possession.

7. **ENTIRE NEGOTIATED SETTLEMENT AGREEMENT AND GENERAL RELEASE.** This Settlement Agreement and General Release sets forth the entire agreement among the

parties, and fully supersedes any prior agreement(s) or understanding(s) among the parties; and, the parties acknowledge there has been no reliance on any representations, promises, or agreements of any kind in connection with this Agreement, except for those set forth in this Agreement.

8. **MODIFICATION.** This Agreement may not be modified, except upon express duly executed written consent of the parties to this Agreement.

9. **JOINT NEGOTIATION.** This Agreement is a product of joint negotiation by, between, and among the parties. Therefore, the rule of construction that any ambiguities are to be construed and resolved against the drafting party shall not be employed in the interpretation of this Agreement. Rather, this Agreement shall be deemed to have been jointly drafted, and no provision herein shall be interpreted or construed for or against any party because such party drafted or requested such provision, or this Agreement as a whole.

10. **ENFORCEABILITY AND SEVERABILITY.** Nothing shall limit the right of any of the Parties to bring an action to enforce this Agreement. A Party shall be entitled, in addition to any other right or remedy they may have at law or in equity related to breaches of this Agreement, to (i) all costs associated with enforcing this paragraph and the Agreement overall, including but not limited to attorneys' fees; and (ii) an injunction, without the posting of any bond or other security, enjoining or restraining the other Party from any violation of this Agreement, and the Parties hereby consent to the issuance of such injunction. In the event that a court of competent jurisdiction decides that a Party to this Agreement has breached a provision of this Agreement, the prevailing party in any such action shall be entitled to damages to be determined by a court of law.

In the event that any provision(s) contained in this Settlement Agreement and General Release is declared invalid, illegal, or unenforceable by any court of competent jurisdiction, and cannot be modified to be enforceable, excluding the general release language, or payment, such provision(s) shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Moreover, if any such provision(s) determined to be invalid, illegal, or unenforceable can be made valid, legal, or enforceable by modification thereof, then the party for whose benefit the provision(s) exists may make such modifications(s) as necessary to make the provision(s) valid, legal, and enforceable.

11. **WARRANTY OF CAPACITY TO EXECUTE AGREEMENT.** The parties represent and warrant that they have the sole right and exclusive authority to execute this Settlement Agreement and General Release; and that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement.

Plaintiff is competent to affect a knowing and voluntary general and unlimited release of all claims, as contained herein, and to enter into this Agreement and is not affected or impaired by illness, use of alcohol, drugs or other substances or otherwise impaired. Plaintiff is not a party to any bankruptcy, lien, creditor-debtor or other proceeding, which would impair the right to settle all claims against the City or to waive all claims that Plaintiff may have against the City.

12. **JURISDICTION AND GOVERNING LAW.** The interpretation and application of the terms of this Agreement shall be governed by the laws of the State of New Jersey, excluding its conflicts of law provisions that would result in the application of the laws of any jurisdiction other than New Jersey. Furthermore, the Parties hereby select the courts in the State of New Jersey as the sole appropriate jurisdiction for the purposes of any suit, action or other proceeding arising out of this Agreement, and, to the extent permitted by applicable law, the Parties waive and agree not to assert, by way of motion, as a defense or otherwise, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement may not be enforced in or by such courts..

13. **MEDICARE/MEDICAID.** Plaintiff affirms that he has not applied for or received any Social Security Disability Benefits during his employment with the City of Orange Township or as a result of her separation from the City of Orange Township. This Agreement is based upon a good faith resolution of a disputed claim. The Parties have not shifted responsibility for medical treatment to Medicare, a Medicare Advantage Plan or Medicaid in contravention of 42 U.S.C. Sec. 1395y (b) or any other applicable law. The Parties made every effort to adequately protect the interests of Medicare, Medicaid and/or any Medicare Advantage Plan provider and incorporate such into the Agreement terms, and to comply with both federal and state law. The Parties acknowledge and understand that any present or future action or decision by the Centers for Medicare & Medicaid Services or Medicare, Medicaid or Medicare Advantage Plan provider on this Agreement, or Plaintiff's eligibility or entitlement to Medicare or Medicare/Medicaid payments, will not render this release void or ineffective, or in any way affect the finality of this Agreement.

Plaintiff represents and warrants that there are no Medicare/Medicaid conditional payment liens. Plaintiff represents and warrants that to the extent Medicare payments have been made to him or on his behalf, Plaintiff, and not the City, shall be responsible for satisfying all such liens, claims, demands, subrogated interests, or causes of action that may exist or have been asserted or that may in the future exist or be asserted. Plaintiff will indemnify, defend, and hold the City harmless from any and all claims, liens, Medicare/Medicaid conditional payments, and rights to payment, known or unknown.

14. **OWBPA/ADEA Waiver.** Plaintiff represents and agrees that he has had at least twenty-one (21) calendar days within which to consider whether or not to enter into this Agreement, though he may voluntarily chose to execute it sooner. If this Agreement is not executed by Plaintiff and delivered to the City's counsel on or before the end of that 21st day, the offer of this Agreement is automatically rescinded. Plaintiff agrees that any modifications, material or otherwise, made to this Agreement do not restart or affect in any manner the original consideration period of up to 21 calendar days. Plaintiff further represents and agrees that he has been advised that, as to the release of claims under the OWBPA and ADEA, for a period of seven (7) days following the execution of this Agreement, he may revoke his decision to enter into this Agreement, and the Agreement shall not become effective or enforceable until expiration of the seven (7) day revocation period. Plaintiff agrees that, in order to revoke his acceptance of this Agreement, he must deliver timely written notice revoking his acceptance of the Agreement in which case this Agreement shall be unenforceable, null and void, and Plaintiff understands that he shall not be entitled to any payment including the Consideration referenced above.

15. **ADDITIONAL DOCUMENTS.** Plaintiff agrees to cooperate fully and to execute any and all supplemental documents, and to take all action which may be necessary or appropriate to give full force and effect to the terms and intent of this Settlement Agreement and General Release.

Plaintiff acknowledges that his attorney has made him aware that this Agreement has been reached with the understanding that his attorney will return or destroy all confidential documents that originally came from the City upon the filing of a Stipulation of Dismissal dismissing the Complaint pursuant to the Discovery Confidentiality Order that was entered in the aforementioned matter bearing Docket No. ESX-L-2475-20.

16. **STIPULATION OF DISMISSAL.** Within ten (10) days of the execution of this negotiated Agreement, Plaintiff shall execute a Stipulation of Dismissal (to be provided by counsel for the City) dismissing the Complaint with prejudice and without costs as to the City and any of the City's current or former employees individually named in the Complaint Who have not been previously dismissed with prejudice. If, notwithstanding the foregoing, the Plaintiff fails to execute such a Stipulation of Dismissal, Plaintiff shall indemnify and hold harmless the City from and against any and all demands, assessments, judgments, costs, damages, losses and liabilities, attorneys' fees, and other expenses which result from, or are incident to, such failure.

17. **SETTLEMENT CONDITIONED ON APPROVAL OF COUNCIL.** Plaintiff understands that this Agreement and any prior mutual understanding between the Parties or their attorneys remain subject to and conditioned upon the formal and official approval of the City Council

for the City of Orange Township and absent such approval by official act of the City's Council this Agreement is null and void. Plaintiff understands that this matter cannot be placed on the Council agenda until a fully executed Agreement is received by the City and that the presentation of this Agreement for approval by the City's Council at a public meeting may be delayed by any delay in Plaintiff's failure to timely deliver an executed copy of this Agreement to the City's attorney along with the Stipulation of Dismissal required by Paragraph 16 as well as other factors outside the City's control that may prevent the necessary public meeting from taking place.

18. **COUNTERPART SIGNATURE.** This Agreement may be signed in counterparts, provided that each Party receives a copy fully signed by the other Party. However, the Agreement is only enforceable if signed by all Parties. For purposes of this Agreement, signatures received electronically or via facsimile shall be deemed as originals.

**WHEREFORE**, the Parties hereto have read the foregoing Agreement and accept and agree to the provisions contained herein, and hereby have caused this Agreement to be made effective as of the date approved by the City Council of the City of Orange Township.

**THE PARTIES EXPRESSLY ACKNOWLEDGE, REPRESENT AND WARRANT THAT THEY UNDERSTAND THAT THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS AGAINST EACH OTHER, THAT ALL RELEASEES WHO ARE NOT PARTIES TO THIS AGREEMENT ARE AND SHALL BE THIRD PARTY BENEFICIARIES OF THIS RELEASE AND SETTLEMENT AGREEMENT, AND THAT THEY HAVE EXECUTED THIS AGREEMENT FREELY, KNOWINGLY AND VOLUNTARILY.**

**ANTHONY CAREY**

Date: 08/01/23

By:   
Anthony Carey

**CITY OF ORANGE TOWNSHIP**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Printed Name) \_\_\_\_\_

Title: \_\_\_\_\_

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**ANTHONY CAREY,**

**Plaintiff,**

**v.**

**CITY OF ORANGE TOWNSHIP, MAYOR  
DWAYNE D. WARREN, RAYMOND  
WINGFIELD, AND JOHN DOES 1-10,**

**Defendants.**

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**SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION – ESSEX COUNTY  
DOCKET NO.: ESX-L-2475-20**

**Civil Action**

**CERTIFICATION OF  
WILLIAM C. MATSIKLOUDIS, ESQ.**

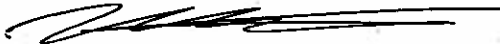
I, William C. Matsikoudis, Esquire, of full age, do hereby certify and say:

1. I am an attorney at law in the State of New Jersey representing Plaintiff, Anthony Carey, in the above captioned matter.
2. The attached Charles Jones Child Support Judgment Search Certification for dates ranging from September 1, 1992 to July 14, 2023 indicates that my client has unsatisfied child support debt.
3. I hereby certify that my firm will satisfy any child support lien out of the proceeds of the settlement of Mr. Carey's emotional distress claim in this matter.
4. We will not distribute any net proceeds to our client until full payment of the child support debt is made.
5. I will obtain a Warrant to Satisfy Judgment and provide a copy to counsel for the City of Orange Township once it is received.

6. My law firm will indemnify and hold harmless the City of Orange Township and any of its agents from any liability in relation to the payment of the child support debt.

I hereby 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.

**MATSIKLOUDIS & FANCIULLO, LLC**



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William C. Matsikoudis, Esq.  
Attorney for Plaintiff  
Anthony Carey

Dated: August 1, 2023



# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Matsikoudis & Fancullo, LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**128 Monticello Avenue, STR 1**

6 City, state, and ZIP code  
**Jersey City, NJ 07304**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
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OR

Employer identification number

4	6	-	3	6	6	7	2	8	1
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## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

*Scott Lencullo*

Date ▶ June 29, 2023

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947



The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor-trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/identitytheft](http://www.irs.gov/identitytheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** MATSIKLOUDIS & FANCIULLO LLC

**Trade Name:**

**Address:** 270 MARIN BOULEVARD  
JERSEY CITY, NJ 07302

**Certificate Number:** 1823192

**Effective Date:** September 19, 2013

**Date of Issuance:** July 31, 2023

**For Office Use Only:**

20230731131621477







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

915-0407-20

RE: CAREY, ANTHONY

**CERTIFIED TO:**

MATSIKLOUDIS & FANCIULLO PC  
128 MONTICELLO AVE  
JERSEY CITY NJ 07302

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 CAREY

09-01-1992 07-14-2023

SSN: XXX-XX-9796

\*\*\* With Judgments \*\*\*

THIS SEARCH WAS ORDERED BY PHONE. THE ABOVE NAMES AND PERIODS ARE AS WE UNDERSTOOD YOUR REQUEST. PLEASE CHECK THEM CAREFULLY BECAUSE WE ACCEPT RESPONSIBILITY ONLY FOR THE NAMES AND PERIODS HEREIN CERTIFIED.

(SEE ATTACHED 2 PAGES)

DATED 07-14-2023  
TIME 08:45 AM

SERVICE FEE: \$ 10.00  
CONV FEE: \$ 3.00  
TAX: \$ 0.00  
TOTAL: \$ 13.00  
CJ23-205-02282 205 0690205 01

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

CJ23-205-02282  
915-0407-20

RE: CAREY, ANTHONY

1

SUPERIOR COURT OF NEW JERSEY

JUDGMENT: J-108465-2008  
DATE ENTERED: 05/14/08  
ACTION: CHILD SUPPORT  
VENUE: ESSEX

CASE NUMBER: CS 319485 50A  
DATE OF BIRTH: 11/1970

CREDITOR(S):

HANAN MUHAMMAD ,ORIGINAL DOCKET - FD07-3774-02

ATTY FOR CR.: PRO SE

DEBTOR(S):

ANTHONY CAREY ,PRO SE

104 POMONA AV, NEWARK, NJ 07112

CONSOLIDATION OF ALL CHILD SUPPORT DEBTS

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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](http://www.njchildsupport.org)

\*\*\* End of Abstract \*\*\*

SUPERIOR COURT OF NEW JERSEY

JUDGMENT: J-139414-2012  
DATE ENTERED: 07/03/12  
ACTION: CHILD SUPPORT  
VENUE: MIDDLESEX

CASE NUMBER: CS 904288 82A  
DATE OF BIRTH: 06/1987

CREDITOR(S):

STATE OF PENNSYLVANIA ,ORIGINAL DOCKET - FD-12-000867-12

ATTY FOR CR.: PRO SE

DEBTOR(S):

ANTHONY CAREY ,PRO SE

29 BIRCH TE, PARLIN, NJ 08859-1103

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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](http://www.njchildsupport.org)

\*\*\* End of Abstract \*\*\*

*Charles Jones*

CJ23-205-02282  
915-0407-20

RE: CAREY, ANTHONY

2

SUPERIOR COURT OF NEW JERSEY

JUDGMENT: J-042998-2013  
DATE ENTERED: 03/02/13  
ACTION: CHILD SUPPORT  
VENUE: MIDDLESEX

CASE NUMBER: CS 906608 69A  
DATE OF BIRTH: 06/1987

CREDITOR(S) :

KRYSTAL SEPER , ORIGINAL DOCKET - FD-12-000810-13

ATTY FOR CR.: PRO SE

DEBTOR(S) :

ANTHONY CAREY , PRO SE

29 BIRCH TE, PARLIN, NJ 08859-1103

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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](http://www.njchildsupport.org)

\*\*\* End of Abstract \*\*\*

SUPERIOR COURT OF NEW JERSEY

JUDGMENT: J-018692-2015  
DATE ENTERED: 02/03/15  
ACTION: CHILD SUPPORT  
VENUE: MIDDLESEX

CASE NUMBER: CS 911316 97A  
DATE OF BIRTH: 06/1987

CREDITOR(S) :

STATE OF PENNSYLVANIA , ORIGINAL DOCKET - FD-12-000820-15

ATTY FOR CR.: PRO SE

DEBTOR(S) :

ANTHONY CAREY , PRO SE

29 BIRCH TE, PARLIN, NJ 08859-1103

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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](http://www.njchildsupport.org)

\*\*\* End of Abstract \*\*\*

*Charles Jones*

