

**NOT FOR PUBLICATION WITHOUT THE
APPROVAL OF THE APPELLATE DIVISION**

This opinion shall not "constitute precedent or be binding upon any court." Although it is posted on the internet, this opinion is binding only on the parties in the case and its use in other cases is limited. R. 1:36-3.

**SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-4281-17T2**

**OCEAN MEWS CONDOMINIUM
ASSOCIATION, INC.**, a New Jersey
not-for-profit corporation,

Plaintiff/Respondent-
Cross-Appellant,

v.

**OCEAN MEWS ASSOCIATES,
ROBERT GERSHON, MELVIN
GERSHON, CHRISTOPHER
GOLDSMITH, JMT BUILDERS, INC.,
L&L PAVING COMPANY, INC.,
METRO-STUCCO, INC., and
ROYAL STUCCO, INC.,**

Defendants,

and

OCEAN MEWS ASSOCIATES,

Defendant/Third-Party
Plaintiff,

v.

HOME TECH ENGINEERING,

INC., KIPCON, INC., and
WESTERN WORLD INSURANCE
COMPANY,

Third-Party Defendants,

and

QUINCY MUTUAL FIRE
INSURANCE COMPANY,

Plaintiff/Intervenor-
Appellant/Cross-Respondent,

v.

OCEAN MEWS CONDOMINIUM
ASSOCIATION, INC., a New Jersey
not-for-profit corporation, OCEAN
MEWS ASSOCIATES, ROBERT
GERSHON, MELVIN GERSHON,
CHRISTOPHER GOLDSMITH, JMT
BUILDERS, INC., L&L PAVING
COMPANY, INC., METRO-STUCCO,
INC., ROYAL STUCCO, INC., HOME
TECH ENGINEERING, INC.,
and KIPCON, INC.,

Defendants.

Submitted March 27, 2019 – Decided April 30, 2019

Before Judges Koblitiz, Currier, and Mayer.

On appeal from Superior Court of New Jersey, Law
Division, Monmouth County, Docket No. L-0796-12.

Methfessel & Werbel, PC, attorneys for appellant/cross-respondent (Marc L. Dembling, on the briefs).

Stark & Stark, PC, attorneys for respondent/cross-appellant (Gene Markin, of counsel and on the briefs).

PER CURIAM

We were advised prior to argument that this matter was settled, and the parties have executed a stipulation of dismissal of this appeal. Accordingly, the appeal is dismissed with prejudice and without costs.

Dismissed.

I hereby certify that the foregoing
is a true copy of the original on
file in my office.



CLERK OF THE APPELLATE DIVISION