

CITY COUNCIL

The City of Orange Township, New Jersey

DATE January 17, 2023

NUMBER 42-2023

TITLE:

RESOLUTION AUTHORIZING SETTLEMENT IN THE MATTER OF CHRISTIAN OBIKWELU V. CITY OF ORANGE; CITY OF ORANGE POLICE DEPARTMENT, POLICE OFFICER #1, in his individual capacity, POLICE OFFICER #2, in his individual capacity, JOHN DOES #1-10 AND XYZ CORPORATIONS #1-10, DOCKET NO. ESX-L-000777-22, IN THE AMOUNT OF TWENTY THOUSAND DOLLARS (\$20,000.00)

WHEREAS, a lawsuit styled as Christian Obikwelu v. City of Orange, City of Orange Police Department, Police Officer #1, in his individual capacity, Police Officer #2, in his individual capacity; John Does #1-10 and XYZ Corporations #1-10, Docket No. ESX-L-000777-22, was initiated in the Superior Court, Law Division, Essex County; and

WHEREAS, plaintiff, Christian Obikwelu 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, the City of Orange Township's outside counsel believes that it would be in the best interest of all parties involved to amicably settle this litigation; and

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, which is attached, certifying that funds are available for this purpose in the Law Department Settlement Account No.: 3-01-20-155-000-366


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 Christian Obikwelu Litigation in accordance with any terms and conditions as set forth thereto.

Section 3. This Resolution shall take effect immediately.

 A. MIZENH

Adopted: January 17, 2023

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

CITY OF ORANGE TOWNSHIP
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
NEXT BUDGET - CURRENT FUND

I, Nile Clements, Chief Financial Officer for the City of Orange Township, do hereby confirm that based on the Quote or RFP, RFQ, bid results or "extraordinary unspecifiable services" without competitive bids for 2023 service contract, and the resolution to be presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2023 Budget, there will be sufficient funds to contract with:

Vendor Name: Arseneault & Fassett, LLC.

Address: 560 Main St.

City: Chatam

State: New Jersey

Zip Code: 07928

Purpose: Settlement with Chrisitan Obikwelu v. City of Orange (OPD)
Docket No. ESX-L-000777-22

Vendor ID: ARSEN010

Fund: Current Fund

Line Description LAW - Settlements

Account Numbers(s): CY23 3-01-20-155-000-366 \$ 20,000.00

Purchase Order # : 23-00119

Amount not to exceed: \$ 20,000.00

Division Head	Date
<i>Nile Clements</i>	1/11/2023
Chief Financial Officer	Date

Request for Taxpayer Identification Number and Certification

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

▶ Go to 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.
Arseneault & Fassett, LLC

2 Business name/disregarded entity name, if different from above
Arseneault & Fassett, LLC

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.
560 Main Street

6 City, state, and ZIP code
Chatham, New Jersey 07928

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										
OR										
Employer identification number										
8	5		-	3	3	7	0	4	4	5

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶	Date ▶ <u>12/15/22</u>
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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.

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.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: THE LAW OFFICES OF ARSENEAULT & FASSETT, LLC

Trade Name: ARSENEAULT & FASSETT, LLC

Address: 560 MAIN STREET
CHATHAM, NJ 07926

Certificate Number: 2586207

Effective Date: May 13, 2021

Date of Issuance: July 11, 2022

For Office Use Only:

20220711133058605

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) by and between Christian Obikwelu, on the one hand, and City of Orange Township which is also encompassed, City of Orange Police Department, Police Officer Matthew Bader and Police Officer Eric Huertas (hereinafter referred to as the City), on the other, is effective on the date signed by all parties (“the Effective Date”).

PREAMBLE

WHEREAS Christian Obikwelu has filed a lawsuit in the Superior Court of New Jersey, Law Division, Civil Part, Essex County under Docket No. ESX-L-777-22 (the “Lawsuit”); and

WHEREAS Christian Obikwelu, on the one hand, and the City on the other, have agreed to settle the Lawsuit, and to release all claims related to the Lawsuit which might exist between them, pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises, covenants and representations set forth herein, the adequacy, receipt, and sufficiency of which are hereby acknowledged, Christian Obikwelu and the City agree as follows:

1. **Payment:** The City shall pay to Christian Obikwelu the total amount of twenty thousand dollars (\$20,000.00) (the “Settlement Payment”) on behalf of the City of Orange Township PD, police officer Matthew Bader and police officer Eric Huertas subject to the city council’s approval.

2. **No Admission of Liability:** This Agreement has been executed by the parties without any admission of liability or wrongdoing, in good faith, solely to avoid the risk and expense of litigation, and to provide for a full and final settlement of the Lawsuit and all potential claims arising from or related to the Lawsuit.

3. **Mutual Release:** For and in consideration of the promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Christian Obikwelu and the City (inclusive of the City of Orange township PD, police officer Matthew Bader, and police officer Eric Huertas) discharge and release each other from and against any and all past, present and future claims, actions, causes of action, demands, rights, damages, costs, loss of services, expenses, compensation, third party actions, suits at law or in equity, claims or suits for contribution, indemnity and insurance coverage, claims for bad faith, and claims of whatever type or nature, whether known or unknown, whether individual or class, which were asserted or which could have been asserted in any Court, arbitration forum, criminal or civil Complaint, including any and all damages; including, but not limited to consequential damages, punitive damages, compensatory damages, and any other possible damages on account thereof, which in any way arise out of, relate to or are connected with the incidents and events that have occurred up to the date of this release.

This release shall constitute a mutual release given by and to the Parties on behalf of themselves and their respective present or former corporations, companies, partnerships, partners, shareholders, members, subsidiaries, affiliates, divisions, parents, predecessors, successors, assigns, heirs, executors, administrators, attorneys, insurers, estates, decedents, children, spouses, officers, directors and employees.

4. **Reliance:** The parties acknowledge that they have relied on the advice of their own counsel in entering into this Agreement and that they have had a full and complete opportunity to review and assess the terms and conditions of the settlement and this Agreement.

5. **No Waiver Unless in Writing:** Waiver of any term or condition of this Agreement by any party shall only be effective if in writing and shall not be construed as a waiver of any

subsequent breach or failure of the same term or condition, or a waiver of any other term or condition of this Agreement.

6. Titles Irrelevant: The titles given to the enumerated paragraphs of this Agreement are for convenience only and are not intended to be used in construing or interpreting the terms of this Agreement.

7. Parties Bound: This Agreement expressly binds and inures to the benefit of the parties, as well as to their heirs, successors and assigns.

8. Execution in Counterparts: This Agreement may be executed in counterparts, or by facsimile or electronic mail, all of which constitute a single, entire agreement.

9. Judicial Interpretation: Should any provision of this Agreement require judicial interpretation or consideration, the parties agree that the court interpreting or considering such provision shall not apply any presumption that the terms hereof shall be more strictly construed against the party who itself or through its agent prepared the same, it being agreed that all parties hereto have participated in the preparation of this Agreement and that legal counsel was consulted by each party in connection with the preparation and execution of this Agreement.

10. Governing Law: This Agreement shall be construed in accordance with the laws of the State of New Jersey, without regard to conflict of law principles.

11. Forum Selection: Enforcement of this agreement, including without limitation any judgment by confession entered following default, shall occur in the Superior Court of New Jersey, Essex County. The parties acknowledge and consent to both subject matter and personal jurisdiction in that Court.

12. Entire Agreement: This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior

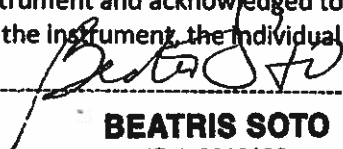
and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the parties or their representatives, oral or written, respecting such subject matter. No amendment, modification, or cancellation of any term or condition of this Agreement shall be effective unless executed in writing by the parties hereto.

CHRISTIAN OBIKWELU



Dated: 12-28-2022

State of New Jersey .: County of Morris On the 27th day of December in the year 2022, before me, the undersigned notary public, personally appeared Christian Obikwelu, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual executed the instrument.


-----Notary Public

BEATRIS SOTO
ID # 2213188
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires August 29, 20 23

CITY OF ORANGE TOWNSHIP

By: _____

Dated: _____

Position: City Attorney
Gracia Montilus, Esq.

CITY OF ORANGE POLICE DEPARTMENT

By: _____

Dated: _____

Position: Business Administrator
Christopher Hankywk