

CITY COUNCIL OF EAST ORANGE

CITY CLERK'S OFFICE
EAST ORANGE, N.J.

RESOLUTION

No. 1

379

Resolution offered by Council Member

HOLMAN

RESOLUTION AUTHORIZING SETTLEMENT OF LITIGATION IN THE MATTER OF

KHARI GARDNER v. CITY OF EAST ORANGE, ET ALS.

WHEREAS, litigation entitled Khari Gardner v. City of East Orange, et als., ESX-L-6471-18, was brought against the City challenging certain actions of the City, its officials, employees and/or agents as well as for damages allegedly resulting therefrom (hereinafter referred to as "litigation"); and

WHEREAS, the City has denied and continues to deny all liability with respect to this Litigation; and

WHEREAS, despite this denial, in consideration of the costs and resources associated with continuing to defend against the Litigation, it was determined that a settlement resolving the Litigation would best serve the City's financial interests; and

WHEREAS, the parties have engaged in extensive negotiations and reached a consensus on settlement terms whereby the pending Litigation would be dismissed and/or withdrawn with prejudice, thereby releasing the City from all actions arising out of the subject matter of the Litigation without admitting any liability therefore; and

WHEREAS, in exchange, the City would tender payment in the amount of **One Hundred Fourteen Thousand dollars (\$114,000.00)**; and

WHEREAS, the terms and conditions of the settlement will be memorialized in a formal Settlement Agreement acknowledged by all parties; and

WHEREAS, the Office of Corporation Counsel has been advised by defense counsel that it would be prudent for the City to take the aforementioned actions to avoid the future costs of defending this Litigation, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Orange, that Corporation Counsel or his designee is hereby authorized to settle this Litigation; and

BE IT FURTHER RESOLVED, that upon the direction of Corporation Counsel, the Chief Financial Officer or her designee is authorized to forward a sum not to exceed an amount of **One Hundred Fourteen Thousand dollars (\$114,000.00)** in full settlement of this matter.

BE IT FURTHER RESOLVED, that said figure shall be taken out of the General Liability Line #2-01-23-210-001-655 or such other account as is designated by the Chief Financial Officer.

Council Member	AYE	NAY	N.V.	A.B.
GOMEZ	✓			
BRENT	✓			
GARRETT-WARD	✓			
LENEUS	✓			
CLAYBROOKS	✓			

X - Indicates Vote A.B. - Absent
Action on Veto - ✓ To Sustain

Council Member	AYE	NAY	N.V.	A.B.
HOLMAN	✓			
PULLINS	✓			
LEWIS	✓			
JAMES	✓			
AWE	✓			

N.V. - Not Voting (Abstained or Excused)
✓✓ To Over-Ride

VOTES REQUIRED _____

Approved as to:
Factual Contents

Form and Legality

Tabled

Presented to Mayor

Approved

Vetoed

Department Head

Counsel

Appropriation

Comptroller

Removed from Table

Adopted

City Council Chairman

City Clerk

Mayor

Entered on Council Minutes, Page

I HEREBY CERTIFY THAT FOREGOING TO BE A TRUE COPY
OF RESOLUTION NO. 379
ADOPTED BY THE CITY
COUNCIL OF EAST ORANGE AT ITS MEETING HELD
ON 11/11/2022
CITY CLERK, EAST ORANGE, NJ

RELEASE

This Release, dated *10/15/* 2022, is given

BY: the Releasor(s) referred to as "I" Khari Gardner, the settling Plaintiff in the herein matter.

TO: Defendant, **City of East Orange and the City of East Orange Police Department** (**hereinafter known as the " City of East Orange"**), the settling Defendant in the herein matter,
referred to as "You"

1. **Release:** I release and give up any and all claims and rights which I may have against The City of East Phyllis Bindi, named in this Complaint and currently before the Court and as set forth below. This Release applies to all claims against the City of East Orange, Officer R. Wright, Det. AJ Bocchino, Lt. RD Johnson, Det. SJ Ganji, Det. F. Lantigua and Phyllis Bindi resulting from anything which has happened to the settling Plaintiff up until now, the date of the Release.

I specifically release claims resulting from the allegations contained in the Complaint entitled Khari Gardner v. City of East Orange, et al. Docket No. ESX-L-6471-18

2. **Payment:** I have settled the aforementioned matter against the City of East Orange for a total sum of **ONE HUNDRED AND FOURTEEN THOUSAND (\$ 114,000.00)** **DOLLARS**, with the City of East Orange, to be distributed according to the terms of my attorney client agreement, determined by Plaintiff's Attorney and disbursed in two checks as demanded by my Attorney, as payment in full for making this Release. I agree that I will not seek anything further from the City of East Orange, Officer R. Wright, Det. AJ Bocchino, Lt. RD Johnson, Det. SJ Ganji, Det. F. Lantigua and Phyllis Bindi, including any other payment or injunctive relief from you, for anything that has occurred up to the

date of this Release. I understand that payment of this settlement is not an admission or determination of any finding. I further agree and understand that I am responsible for and heretofore certify that all liens, medical, Medicare, Medicaid, Social Security Disability or otherwise payments due and or owing to vendors, experts or other parties or non-parties or lien holders to this matter or as a matter of public policy shall be the sole responsibility of Plaintiff and or whomever I shall enter into an agreement with regarding the same, but the City of East Orange and all named East Orange employee defendants as set forth herein shall be forever released and held harmless for any failure to pay such liens as a result of this lawsuit and the settlement set forth above. This settlement shall become complete upon receipt of the settlement check by my Attorney and shall be placed before City Council as a Resolution within Thirty (30) Days with payment made contingent upon Council's approval within or about forty (40) days.

3. **Disparagement provision:** I agree not to make any disparaging remarks or otherwise unfavorable comments about the Defendants who have been released from this matter for things which have occurred up to now, the date of this Release. You agree not to make any disparaging remarks or otherwise unfavorable comments about the Plaintiff who is making this Release for things which have occurred up to now, the date of this Release.

4. **Who is Bound:** I am bound by this Release. You are Bound by this Release.

Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as your heirs or the executor of your estate or successor in business or any duly appointed or elected public body who assumes positions which may exist perpetuity.

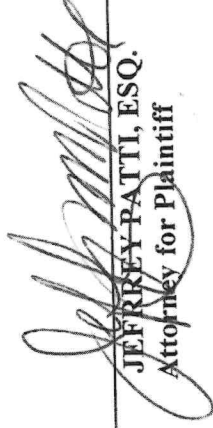
5. Signatures: I understand and agree to the terms of this Release.

WITNESSED OR ATTESTED BY:

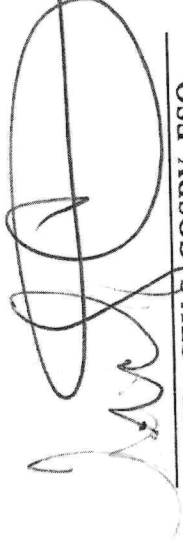
Date: Oct 15. 2022


KHARI GARDNER

Date: 10/15/2022


JEFFREY PATTI, ESQ.
Attorney for Plaintiff

Date: _____


TRACEY S. COSBY, ESQ.
ATTORNEY for City of East Orange

***** NOTHING FOLLOWS *****