

2013R01059/SUE/BAW/gr

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA	:	Hon. Freda L. Wolfson, U.S.D.J.
	:	
v.	:	Crim. No. 15-196 (FLW)
	:	
BOBBY BOYE,	:	STIPULATION AND ORDER
a/k/a "Bobby Ajiboye,"	:	OF SETTLEMENT PURSUANT TO
a/k/a "Bobby Aji-Boye,"	:	<u>21 U.S.C. §§ 853(i)(2) AND (n)</u>
	:	CRESCENT HOLLOW
Defendant.	:	CONDOMINIUM
	:	ASSOCIATION, INC.
-----	:	(25 CRESCENT HOLLOW COURT,
	:	RAMSEY, NEW JERSEY)
CRESCENT HOLLOW	:	
CONDOMINIUM ASSOCIATION,	:	
INC.	:	
	:	
Interested Party.	:	

IT IS HEREBY STIPULATED and AGREED by and between the United States Attorney's Office for the District of New Jersey (Paul J. Fishman, United States Attorney) (the "United States"), and Crescent Hollow Condominium Association, Inc., Interested Party and Petitioner herein (the "Association"), to compromise and settle its interest in the following property: 25 Crescent Hollow Court, Ramsey, New Jersey (the "Property").

1. The Association has a prior vested or superior legal right, title or interest in the Property, which was vested in the Association rather than the Defendant or was superior to any right, title or interest of the Defendant at the time of the commission of the acts which gave rise to the forfeiture of the Property.

2. On the terms set forth herein, the Association hereby withdraws its petition filed December 7, 2015, asserting an interest in the Property

[Docket No. 37] (the "Petition"). Upon the Court's endorsement of this Stipulation and Order, said Petition is hereby deemed dismissed with prejudice, without costs and/or attorney's fees to either party (except as otherwise provided in paragraph 3 below).

3. The United States agrees that upon the sale of the Property pursuant to the final order of forfeiture, the United States will not contest payment to the Association from the proceeds of sale, after payment of any outstanding taxes, valid liens, real estate commissions, insurance costs, escrow fees, document recording fees not paid by the buyer, title fees, county transfer fees, and expenses incurred by the United States Marshals Service ("USMS") in connection with its custody and sale of the Property, as set forth below:

- (a) The principal amount of all unpaid common area charges for the Property from the date of nonpayment to the date of closing pursuant to the Master Deed and Bylaws of the Association (the "Governing Documents"), including but not limited to the Association's recorded Claim of Lien on the Property for unpaid common charges pursuant to N.J.S.A. 46:8B-21, dated August 27, 2014, in the amount of \$7,391.69 and amended on June 10, 2015 to \$11,648.95. As of May 27, 2016, the Association is due a total of \$18,125.35, and the Association reserves its rights to amend the Claim of Lien accordingly. For the avoidance of doubt, the Association expressly waives any claim for payment of late fees or interest from the date of nonpayment to the date of closing;
- (b) Reasonable costs incurred by the Association, after the application of insurance proceeds, in connection with damage to the Property sustained on or about February 27, 2015, including but not limited to the remediation of water damage to prevent the growth of mold in the unit;
- (c) With the prior approval of the United States (except in the case of emergency), reasonable costs incurred by the Association, after the application of insurance proceeds (if

any), in connection with other repairs necessary to market and sell the unit;

- (d) Reimbursement for attorneys' fees and costs paid to Donald M. Onorato, Esq., in the amount of \$1,858.50; and
- (e) Reimbursement for attorneys' fees and costs paid to Riker Danzig in the amount of \$20,000.

4. The payment to the Association shall be in full settlement and satisfaction of all claims by the Association arising from and relating to the seizure, detention, and forfeiture of the Property.

5. Upon payment, the Association agrees to release and hold harmless the United States, and any agents, servants, and employees of the United States (and any involved state or local law enforcement agencies and their agents, servants, or employees), in their individual or official capacities, from any and all claims by the Association and its agents that currently exist or that may arise as a result of the Government's actions against and relating to the property.

6. Except as set forth in Paragraph 3, the Association agrees not to pursue any other rights it may have under the Governing Documents, including but not limited to the right to foreclose upon and sell the Property and any right to assess additional interest or penalties.

7. The Association agrees to notify the U.S. Attorney promptly if it learns of any condition that might affect the sale of the Property, and to join in any motion by the United States to effect the sale of the Property.

8. Subject to paragraph 3 above, the Association understands and agrees that this Stipulation and Order constitutes a full and final settlement of the Petition and that it waives any rights to litigate further its interest in the Property and further pursue remission or mitigation of the forfeiture.

9. The Association understands and agrees that the United States reserves the right to void this Stipulation and Order if, before payment of the sums set forth in paragraph 3 above, the United States obtains new information indicating that the Association did not have a prior vested or superior interest in the Property at the time of the commission of the acts which gave rise to the forfeiture of the Property pursuant to 21 U.S.C. § 853(n)(6)(A). The United States also reserves the right, in its discretion, to terminate the forfeiture at any time and release the Property. In either event, the Government shall promptly notify the Association of such action. A discretionary termination of forfeiture shall not be a basis for any award of fees but shall result in a reinstatement of all claims of the Association for payment in relation to the Property that are otherwise waived by the terms of this Stipulation and Order.

10. The parties agree to execute further documents, to the extent necessary, to convey clear title to the Property to the United States and to implement further the terms of this Stipulation and Order.

11. Each party agrees to bear its own costs and attorneys' fees, except as otherwise provided for in paragraph 3 above.

12. Payment to the Association pursuant to this Stipulation and Order is contingent upon a Court-authorized sale of the Property pursuant to the final order of forfeiture. The terms of this settlement agreement shall be subject to approval by the United States District Court and any violation of any terms or conditions shall be construed as a violation of an order of the Court

13. This Stipulation and Order may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed the complete Stipulation and Order.

14. The individual(s) signing this Stipulation and Order on behalf of the Association represent and warrant that they are authorized by the Association to execute this Stipulation and Order. The undersigned United States signatory represents that he/she is signing this Stipulation and Order in her official capacity and that he/she is authorized to execute this Stipulation and Order.

15. The Court shall have exclusive jurisdiction over the interpretation and enforcement of this Stipulation and Order.

16. This Stipulation and Order constitutes the complete agreement between the parties hereto and may not be amended except by written consent thereof.

PAUL J. FISHMAN
United States Attorney

Dated: 6/14/16

By: *B. Ward*
BARBARA A. WARD
Assistant United States Attorney

For CRESCENT HOLLOW
CONDOMINIUM ASSOCIATION, INC.


RIKER, DANZIG, SCHERER,
HYLAND & PERRETTI, LLP
Attorneys for Petitioner,
Crescent Hollow
Condominium Association, Inc.

Dated: 6/14/16

By: 
ZAHID N. QURAIISHI, ESQ.

CRESCENT HOLLOW
CONDOMINIUM ASSOCIATION, INC.


Dated: 6/14/16

By: 
Harvey W. Young
Young & Associates

ORDER

Having reviewed the foregoing Stipulation and good cause appearing,
IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the
Stipulation is So Ordered.

ORDERED this 16th day of June, 2016.



HONORABLE FREDAL. WOLFSON
United States District Judge