

Catherine Underwood

From: Taeho Kim <opra+request-12406-b4010791@requests.opramachine.com>
Sent: Wednesday, May 27, 2020 1:42 PM
To: Catherine Underwood
Subject: OPRA request - OPRA: police officer-involved lawsuits 2012-2019

Dear Berlin Township,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

Records requested:

1. A list of all lawsuits and cases in which any officer of the police department was involved between 2012 and 2019. For each lawsuit/case, please provide the date (month and year) of the alleged incident at issue, whether the alleged incident was excessive force, settlement amount (if any), and final compensation amount ruled (if any).
2. Please provide copies of the complaint in any lawsuits and cases described above.

Yours faithfully,

UC Research

Please use deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-12406-b4010791@requests.opramachine.com

Is cunderwood@berlintwp.com the wrong address for OPRA requests to Berlin Township? If so, please contact us using this form:

https://opramachine.com/change_request/new?body=berlin_township

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

<https://opramachine.com/help/officers>

View this OPRA request & responses online:

https://opramachine.com/request/opra_police_officer_involved_law_12

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

#2

OPRA
Police



CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION ON CIVIL RIGHTS
SOUTHERN REGIONAL OFFICE
5 EXECUTIVE CAMPUS
SUITE 107
CHERRY HILL, NJ 08002

CHRISTOPHER S. PORRINO
Attorney General

CRAIG SASHIHARA
Director

July 31, 2017

Still pending

Catherine Underwood, ADA Coordinator
Berlin Township Police Department
135 Route 73 South
West Berlin, N.J. 08091

Re: **Abbott vs. Berlin Township Police Department**
Docket Number: **PD06HM-66549**
EEOC Number: **NON-EEOC**

Dear Ms. Underwood:

Enclosed is a formal complaint setting forth alleged discriminatory practices in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq., which is served upon you in accordance with Rule 13:4-2.8 of the Division on Civil Rights' Rules of Practice and Procedure.

N.J.A.C. 13:4-3 Service, Form and Content of Answers

The Rules of Practice and Procedure require that the respondents serve upon the Division on Civil Rights a written explanatory answer to the complaint within twenty (20) days after receipt of the verified complaint, (N.J.A.C. 13:4-3.1). The respondent shall serve a copy of the answer on the complainant(s) within three days of filing of the answer (N.J.A.C. 13:4-3.3).

Telephone: 856-486-4080

www.njcivilrights.gov

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CIVIL RIGHTS

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Docket Number: PD06HM-66549

The answer to the verified complaint shall fully and completely advise the parties and the Division as to the nature of the respondent's defenses to each claim asserted, and shall admit or deny the allegations set forth in the verified complaint. Denials shall fairly meet the substance of the allegations denied. A respondent who intends in good faith to deny only part or a qualification of an allegation shall specify so much of it as is true and material and deny only the remainder. The respondent may not generally deny all the allegations but shall make the denials as specific denials of designated allegations. Allegations in any answer setting forth an affirmative defense shall be taken as denied (N.J.A.C. 13:4-3.2). Correspondence should be directed to the attention of the Regional Manager at the office from which the complaint emanated.

A respondent may submit in writing any other relevant evidence with respect to this complaint including a proposal for settlement. Such information will be made part of the file and will be considered by the Division during the course of this investigation.

Document & Information Requests

In addition to said answer, you are required to respond to the enclosed Document & Information Request within twenty (20) days. You are also required to retain all information pertinent to this complaint until the file is closed by the Division. Further, if requested documents and responses are not received within twenty (20) days, the Division may issue a subpoena for recovery of the information.

Extensions

Any respondent seeking an extension to file an answer or other information may request an extension of no more than ten days from the regional manager of the office from which the complaint emanated. The request must be in writing and must be received before the original due date.

Requests for any additional extensions must be addressed to **John I. Beauchamp, Regional Manager in Cherry Hill** and will be granted only in extraordinary circumstances.

N.J.A.C. 13:4-1 Notice of Appearance

Additionally, respondents who obtain representation are advised to inform their representative that the Division on Civil Rights requires a Notice of Appearance to be submitted to the office handling the complaint. Failure to comply with this requirement will preclude your attorney from representing your interest before this agency.

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Mediation

Upon receipt and review of the Explanatory Answer to the Verified Complaint and completed Document & Information Request may identify the above captioned matter as suitable for mediation. Mediation is a process used by the Division to resolve complaints to the satisfaction of all parties in as brief a time with the expenditure of the fewest resources as possible.

If the above captioned matter is selected for mediation, the mediation coordinator will contact you to schedule a date for the conference. Respondents shall promptly notify the Division of any change in address or other material change in status of the respondent (such as a bankruptcy filing or ceasing to operate as an on-going concern) at all times while the verified complaint is pending.

In further correspondence regarding this matter, use the docket number set forth in the caption.

Thank you for your prompt attention in this matter.

Very truly yours,


John I. Beauchamp III
Regional Manager

JIB/sc

Enc. (x) Verified Complaint

() EEOC Cover Letter & Charge

(x) Document & Information Request

Certified Mail: 9590 9402 2280 6225 0875 87

STATE OF NEW JERSEY
DEPARTMENT OF LAW & PUBLIC SAFETY
DIVISION ON CIVIL RIGHTS
DOCKET NUMBER: PD06HM-66549

RHONDA ABBOTT
COMPLAINANT

-vs-

BERLIN TOWNSHIP POLICE DEPARTMENT
RESPONDENT

)
)
) Verified Complaint
) Received and Recorded
) Date: 07/19/2017
) Department of Law and Public Safety
) Division on Civil Rights
) By A. Gonzalez
)
)

1. The Complainant resides at:

RHONDA ABBOTT
PO BOX 4644
CHERRY HILL NJ 08034
CAMDEN COUNTY

2. To the best of Complainant's knowledge and belief, the Respondent is known as: BERLIN TOWNSHIP
POLICE DEPARTMENT and is located at:

BERLIN TOWNSHIP POLICE DEPARTMENT
135 SOUTH ROUTE 73
WEST BERLIN NJ 08091
CAMDEN COUNTY

CHARGE OF DISCRIMINATION

3. The above named respondent is hereby charged with unlawful disability discrimination and denial of reasonable disability accommodations in violation of the New Jersey Law Against Discrimination, NJSA 10:5-12f.

ALLEGATIONS

4. Complainant is a person with a disability as defined by the New Jersey Law Against Discrimination. Complainant is able to speak, but is unable to hear.

5. Complainant alleges that on December 10, 2016 she visited Respondent's facility and was granted access to the lobby.

6. Complainant alleges that she met with a Respondent police officer and notified him via printed card and verbally that she is deaf, and requested a qualified sign language interpreter in order to engage in effective communications with Respondent's police officers. The printed card that Complainant showed the officer included a telephone number to be called to request an interpreter.

7. Complainant alleges that the Respondent's police officer to which she requested a qualified sign language interpreter in order to engage in effective communications left the lobby and returned with three additional police officers.

8. Complainant alleges that she again notified the four Respondent police officers via printed card and verbally that she is deaf, and continued to request a qualified sign language interpreter in order to engage in effective communications with Respondent's police officers.

9. Respondent's police officers ignored Complainant's requests for a qualified interpreter, and did not provide her with any interpreter.

10. Complainant alleges that Respondent's four police officers handcuffed her and placed her in a holding cell.

11. Complainant alleges that any attempts to communicate with her by other methods, such as continuing to speak and expecting her to read their lip movements or otherwise understand their oral communications, which she was unable to do, did not constitute effective communication.

12. Complainant alleges that because Respondent failed to provide her with a qualified interpreter or another method of effective communication, she was unable to fully understand what the officers were attempting to communicate to her.

13. Complainant alleges that Respondent denied her reasonable disability accommodations, and discriminated against her based on disability.

14. Specifically, Complainant alleges that Respondent could have provided her with the reasonable accommodation of providing a qualified sign language interpreter or another effective means of communication without incurring any undue hardship or undue burden on its operations.

13. Said acts of discrimination occurred in the County of CAMDEN in the State of New Jersey.
14. The Complainant requests whatever relief is provided by law including, but not limited to, compensatory damages for economic loss, humiliation, mental pain and suffering.
15. The Complainant has not instituted action in any court, either criminal or civil, regarding this matter.


RHONDA ABBOTT
COMPLAINANT

STATE OF NEW JERSEY)
) SS:
COUNTY OF CAMDEN)

RHONDA ABBOTT of full age, certifies that she is the complainant named in this complaint, that she has read and understands this complaint, and that to the best of her knowledge, information and belief, the facts alleged in this complaint are true.


RHONDA ABBOTT
COMPLAINANT

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SETTLEMENT AGREEMENT AND RELEASE

This Agreement is being entered into on December 23, 2014 between **BERLIN TOWNSHIP**, for the benefit of itself, all related governmental agencies, departments and/or entities including but not limited to **BERLIN TOWNSHIP POLICE DEPARTMENT**, its and their present and former officers, directors, employees, agents, officials, representatives, insurers, successors and assigns, both in their official and individual capacities, (hereinafter collectively referred to as "**THE TOWNSHIP**") and **JOSEPH JACKSON**, for the benefit of himself, his heirs and/or anyone entitled to assume his rights hereunder (hereinafter collectively referred to as "**JACKSON**") and **MELISSA DILUZIO**, for the benefit of herself, her heirs and/or any one entitled to assume her rights hereunder, (hereinafter collectively referred to as "**MS. DILUZIO**" OR "**YOU**" OR "**YOUR**"), collectively referred to as "the Parties."

WHEREAS, a lawsuit containing claims filed by Ms. DiLuzio against the Township and Jackson is pending in the Superior Court of New Jersey, Law Division, Civil Part, Camden County, under the caption of Melissa DiLuzio v. Berlin Township, et al, Civil Action No. CAM-L-1689-13 (referred to as "the litigation");

WHEREAS, the Parties now wish to resolve this matter amicably without further litigation;

In exchange for the mutual promises set forth below, and intending to be legally bound the Parties hereby acknowledge and agree to the following terms and conditions:

1. **SETTLEMENT AND CONSIDERATION.** The parties hereby agree:

- (a) The Township and/or its insurer shall pay Ms. DiLuzio the total sum of **\$350,000.00**. Such payment shall be made by one (1) check made payable as follows: "Melissa DiLuzio and Leo B. Dubler, III, Esquire, her attorney". There shall be no withholdings from such payment and the Township and/or its insurer shall issue a 1099 to Ms. DiLuzio and/or Mr. Dubler or his firm, Law Offices of Leo B. Dubler, III, LLC, for such payment. The Parties will use its best efforts to provide such payment by 12/31/14, however, such payment shall be made no later than twenty-one (21) days of the Township's receipt of all of the last of the documents as specified below in paragraph 1(b).
- (b) Such payment is contingent upon Ms. DiLuzio's execution of this Agreement as well as a Stipulation of Dismissal with prejudice to be filed with the Court. No stipulation of dismissal shall be filed until the payment is provided as set forth herein. All payments are also subject to the execution of two (2) W9s from both Ms. DiLuzio and Mr. Dubler and/or his law firm. Ms. DiLuzio must also provide a clear child support judgment certification.
- (c) Ms. DiLuzio and her attorney agree that they are solely responsible for any state and/or federal tax obligations related to any payments made hereunder and that the Township and/or its insurer has no obligation in that regard and have made no representations to

compensation claim or work related injury which she allegedly suffered and of which she has not already notified the Township and/or their insurer.

4. **COVENANT NOT TO SUE.** Ms. DiLuzio hereby warrants she has not filed any other litigation against the Township, and/or its insurer, or Jackson except for the Litigation referenced above. Further, Ms. DiLuzio agrees that she will not file, charge, claim, sue or cause or permit to be filed any civil action, suit or legal proceeding seeking personal, equitable or monetary relief on her behalf in connection with any and all claims, known or unknown, asserted or unasserted, from the beginning of time up to and including the date of full execution of this Agreement. Ms. DiLuzio further agrees that should any person, organization or other entity file, charge, claim, sue or cause or permit to be filed any such civil action, suit or legal proceeding, she will not seek or accept any personal relief in such civil action, suit or legal proceeding. In the event of a violation of this paragraph, Ms. DiLuzio agrees that the Township, and/or its insurer, and/or Jackson shall be entitled to immediate dismissal of such civil action, suit or legal proceeding and that she shall be responsible for the payment of the reasonable attorneys' fees and expenses incurred by the Township's defense and/or Jackson's defense. Ms. DiLuzio further agrees that she will not file nor permit any other party to file charges with any governmental agency relating to any matter alleged in the Litigation.
5. **NO ADMISSION OF LIABILITY.** The Parties understand that by entering into the Agreement, the Township and Jackson do not admit any liability and expressly deny that they have committed any wrongdoing whatsoever.
6. **CONFIDENTIALITY.** Ms. DiLuzio agrees that the terms, amount and fact of this Agreement, and the nature of all claims that were or could have been raised, as well as any information disclosed by the Parties in the negotiations of this matter are confidential. This paragraph shall not prevent Ms. DiLuzio from disclosing the fact or amount of the settlement to her attorney, accountant or members of her immediate family, each of whom shall first be advised of the confidentiality provision of this Agreement. In the event that she or they are asked about this litigation, she hereby agrees, and they agree, to state only that "the matter has been settled". Ms. DiLuzio recognizes and agrees that the representations, promises and covenants set forth in this paragraph constitute a material and significant part of this Agreement and that the Township and Jackson would not have entered into this Agreement absent such agreement and, therefore, any violation of this paragraph by Ms. DiLuzio will constitute a material violation and breach of this Agreement.

Should Ms. DiLuzio be requested to provide a copy of this Agreement to any person or entity by subpoena or court order, she shall notify the Administrator and/or Clerk for the Township and Jackson in writing at least fourteen (14) days prior to any return date of any subpoena or upon receipt of any court order. If served with any notice or court order within the fourteen (14) day period prior to the return date, she shall immediately make such notification as soon as reasonably practicable.

It is expressly recognized and agreed, however, that the this provision may be limited by and is subject to the Township's obligation to comply with various state and federal statutes regarding the disclosure of records and information including but not limited to the Open Public Records Act. In addition, this provision shall not be interpreted from the Township responding to any requests for information and/or documents by any State and/or Federal agency and/or otherwise responding to a duly issued subpoena duces tecum and/or testificadum.

7. **ACKNOWLEDGEMENT.** MS. DILUZIO ACKNOWLEDGES THAT SHE HAS READ ALL OF THE TERMS OF THIS AGREEMENT; SHE HAS HAD AN OPPORTUNITY TO DISCUSS IT WITH INDIVIDUALS OF HER OWN CHOICE WHO ARE NOT ASSOCIATED WITH THE TOWNSHIP. SHE HAS BEEN ADVISED BY THE TOWNSHIP TO CONSULT WITH AN ATTORNEY OF HER OWN CHOOSING AND THAT SHE IS IN FACT REPRESENTED BY THE LAW OFFICES OF LEO B. DUBLER, III, LLC AT THE TIME OF EXECUTION OF THIS AGREEMENT. MS. DILUZIO UNDERSTANDS THAT BY SIGNING THIS AGREEMENT AND ACCEPTING THE TERMS SET FORTH ABOVE, SHE IS RECEIVING BENEFITS TO WHICH SHE WOULD NOT OTHERWISE BE ENTITLED. MS. DILUZIO UNDERSTANDS THAT SHE IS RECEIVING SUCH BENEFITS AS A RESULT OF ENTERING INTO AND COMPLYING WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT. SHE HEREBY ACKNOWLEDGES THAT SHE SIGNS THIS AGREEMENT VOLUNTARILY AND KNOWINGLY IN EXCHANGE FOR THE CONSIDERATION DESCRIBED HEREIN, WHICH SHE ACKNOWLEDGES IS ADEQUATE AND SATISFACTORY; THAT SHE HAS BEEN PROVIDED AN OPPORTUNITY TO REVIEW AND CONSIDER THIS AGREEMENT PRIOR TO SIGNING IT.
8. **GOVERNING LAW AND CONSTRUCTION.** This Agreement shall be governed by the laws of the State of New Jersey. Any disputes arising out of and/or relating to this Agreement shall be filed only in the state courts in Camden County, New Jersey. The Parties consent to personal jurisdiction in such courts for any such actions.
9. **ENTIRE AGREEMENT AND HEADINGS.** This Agreement embodies the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings related to the subject matters hereof. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of this Agreement or its provisions.
10. **NOT ADMISSIBLE.** This Settlement Agreement and Release is not intended to be used and shall not be used as evidence or for any other purpose in any other action or proceeding, other than evidence of the Parties' compromise as set forth herein, or to enforce the terms of this Settlement Agreement and Release.
11. **MODIFICATIONS AND AMENDMENTS.** This Agreement shall not be Modified or amended except by writing duly executed and signed by the Parties to this Agreement.

12. **PROVISIONS.** In the event that any such provision of this Agreement is deemed invalid, illegal, void or unenforceable, such provision shall be regarded as stricken from this Agreement and will not affect the validity or enforceability of the remainder of this Agreement.

**PLAINTIFF,
MELISSA DILUZIO**

By: Melissa Diluzio Date: 12/23/2014
MELISSA DILUZIO

Witnessed by:

By: Tracy L. Sneed Date: 12/23/14
[print name]
Tracy L. Sneed