



TOWNSHIP OF DEPTFORD

Gloucester County, New Jersey

Municipal Building
1011 Cooper Street
Deptford, New Jersey 08096
(856) 686-2203 phone
(856) 845-8804 fax
dzawadski@deptford-nj.org

Dina L. Zawadski
Registered Municipal Clerk
Certified Municipal Clerk

August 15, 2018

Melanie Burney
opra+request-1987-56928add@requests.opramachine.com

Dear Ms. Burney:

In response to your OPRA Request received July 5, 2018, we have reviewed your request and have found the following:

“Disciplinary records of Officer Kevin Clements from 1-1-1999 through 7-1-2018 as well as all use of force complaints, – “Use of Force complaints do not wholly exist as any specific government document or form. Such complaints are part-and-parcel to internal affairs investigations and like disciplinary records, are exempt from disclosure under Opra pursuant to N.J.S.A. 47:1A-10 & N.J.S.A. 47:1A-6”

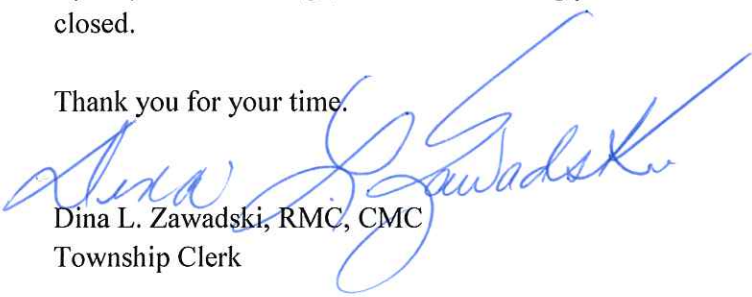
Ref: Merino v. Borough of Ho-Ho-Kus, GRC Complaint No. 2003-110 (Interim Order dated March 2004) and Vaughn v. City of Trenton (Mercer), GRC Complaint No. 2009-177 (June 2010).

GRC position reaffirmed in:
Wares v. Passaic County Sheriff's Office
Paff v. Bergen County

“lawsuits and settlements involving Officer Clements from the same period of time” - please find documents attached as requested.

By way of this message, we are considering your OPRA Request received July 5, 2018 as satisfied and closed.

Thank you for your time.


Dina L. Zawadski, RMC, CMC
Township Clerk

DLZ/pd

William J. Stopper
Attorney at Law
Member NJ & PA Bar
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Stopper Lopez, LLC
1763 East Marlton Pike, Suite 350
Cherry Hill, NJ 08003
856.489.5815 P
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STOPPER LOPEZ LAW

June 16, 2017

Robert Baxter, Esquire
Craig Annin Baxter Law
41 Grove Street
Haddonfield, New Jersey 08033

Re: Miranda v. Clements
Civil Case No.: 1:15-cv-06287-RBK-KMW

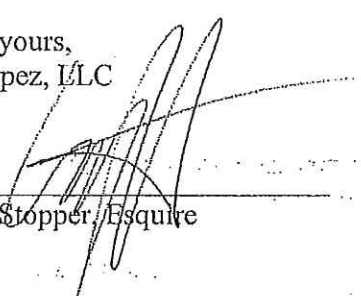
Dear Mr. Baxter:

With reference to the above, enclosed please find the executed Release, Stipulation of Dismissal, Child Support Judgment Form and our Taxpayer Identification Certification. Upon receipt of same, kindly forward the settlement draft in the amount of \$20,000.00 made payable to Bonita Miranda and Stopper Lopez, LLC, her attorneys.

Please note, N.J.A.C. 11:2-17.2(c) requires that the insurer shall pay an amount agreed upon in settlement not later than 10 working days from the date of settlement.

Thank you for your prompt attention in this regard.

Very truly yours,
Stopper Lopez, LLC



William J. Stopper, Esquire

WJS/dh
enclosure

Release

This Release, dated June 8th, 2017, is given

BY the Releasor(s), BONITA MIRANDA her successors, assigns and heirs,
referred to as "I,"

TO KEVIN CLEMENTS, his successors, assigns and heirs,
referred to as "You."

If more than one person signs this Release, "I" shall mean each person who signs this Release.

1. **Release.** I release, give up and forever discharge any and all claims and rights which I may have against You. This releases all claims, including those of which I am not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now. I specifically release any and all claims of any kind for damages arising out of the incidents described in the Complaint filed on or about August 18, 2015 and specifically but not limited to all claims asserted in the Complaint including claims for compensatory damages, punitive damages, interest, attorneys' fees as well as claims for damages based on the violation of 42 U.S.C. §1983, violation of the New Jersey Civil Rights Act, N.J.S.A. 10:6-1 and any claims that could be brought under the New Jersey State and United States Constitutions all of which are more particularly described in the action entitled Bonita Miranda v. Kevin Clements, United District Court for the District of New Jersey, Civil Action No. 1:15-cv-06287-RBK-KMW.

For and in consideration of the sum below, the undersigned hereby agrees to satisfy any and all liens or encumbrances which may apply to the above sum and hereby agrees to indemnify the above named Releasee and its insurance carrier against any further liability for the satisfaction of any such liens or encumbrances.

The undersigned hereby agrees to indemnify and hold harmless the defendants from any and all welfare liens, Medicare, Medicaid, workers' compensation liens, or any other social service agency liens or bills that may have arisen as a result of this injury or been incurred during the course of this injury or be in any way related to payments received by me during the pendency of this claim or my family members.

2. **Payment.** I have been paid a total of Twenty Thousand Dollars (\$20,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, in full payment for making this Release. I agree that I will not seek anything further, including any other payment, from You.

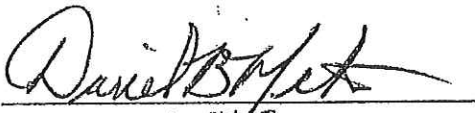
It is expressly UNDERSTOOD and AGREED that the acceptance of said amount is

in full accord and satisfaction of and in compromise of a disputed claim and that payment thereof is not an admission of liability but is made for the purpose of terminating all disputes and litigation between the parties hereto.

3. **Who is bound.** I am 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, including your agents, servants and employees.

4. **Signatures.** I understand and agree to the terms of this Release. If this Release is made by a corporation, its proper corporate officers signed and its corporate seal is affixed.

Witnessed or Attested by:


DANIEL MIKUS


Bonita Miranda

STATE OF NEW JERSEY

:

: ss

COUNTY OF Salem:

I CERTIFY that on June 8th, 2017, Bonita A. Miranda
personally came before me and stated under oath to my satisfaction that this person (or
if more than one, each person):

- (a) was the maker of the attached instrument; and
- (b) executed this instrument as his or her own act.

Joan C. Newkirk
Notary Public

JOAN C. NEWKIRK
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 20, 2022

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

BONITA MIRANDA

Plaintiff,

v.

KEVIN CLEMENTS,

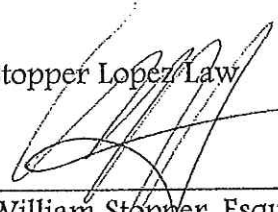
Defendants.

Case No. 1:15-cv-06287-RBK-KMW

**STIPULATION OF DISMISSAL WITH
PREJUDICE**

THIS MATTER having been amicably resolved and settled by and between the undersigned parties, it is hereby agreed that all claims against defendant Kevin Clements, is hereby dismissed with prejudice.

Stopper Lopez Law



William Stopper, Esquire
Attorney for Plaintiff
Bonita Miranda

Date: 6-15-17

CRAIG, ANNIN & BAXTER, LLP

Robert A. Baxter, Esquire
Attorneys for Defendant
Kevin Clement

Date: