

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release ("Agreement") is entered into by and between Plaintiff Stephen E. McGuire ("McGuire") and the County of Union, Union County Prosecutor's Office, Prosecutor Theodore J. Romankow and Chief of Detectives Robert Buccino (collectively, the "County")

WHEREAS, McGuire is a detective in the Union County Prosecutor's Office ("UCPO"); and

WHEREAS, McGuire asserted claims against the Union County Prosecutor's Office, Prosecutor Theodore J. Romankow and Chief of Detectives Robert Buccino arising out of his employment with the UCPO in a lawsuit filed in the United States District Court for the District of New Jersey, Civil Action No. 11-1989 (hereinafter "the Litigation"); and

WHEREAS, the County denies engaging in any wrong doing or any unlawful conduct and denies all liability on the claims asserted by McGuire, including those asserted in the Litigation and claims not asserted in the Litigation; and

WHEREAS, McGuire and the County desire to settle fully and finally all differences between them, including but not limited to, those differences embodied in the aforementioned Litigation.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, it is hereby agreed as follows:

The foregoing recitals are incorporated herein as if set forth at length.

1. **Consideration.** In settlement of this matter, the County agrees to pay Mets, Schiro & McGovern, LLP, Plaintiff's counsel, the total sum of two hundred fifty thousand (\$250,000.00) dollars ("Settlement Proceeds") as follows:

- (a) The Settlement Proceeds will be paid within forty-five (45) calendar days following Bauch Zucker Hatfield LLC's ("BZH"), the County's counsel, receipt of the executed unrevoked Agreement provided the County's counsel is in receipt of an executed Stipulation of Dismissal with Prejudice and without costs as described in Paragraph 4 herein.
- (b) BZH will forward to Plaintiff's attorneys, Mets, Schiro & McGovern, LLP, a draft drawn on BZH's attorney trust account in the amount of the full Settlement Proceeds, made payable to "Mets, Schiro & McGovern, LLP." Plaintiff and his attorneys agree that Plaintiff will bear his own costs and attorneys' fees which have been incurred in connection with the within matter and in connection with the negotiation and preparation of this Agreement and that no amounts other than the Settlement Proceeds shall be sought by or owed to Plaintiff or to his attorneys in connection with this matter.

- (c) Consistent with applicable law, the County shall cause to be issued to Mets, Schiro & McGovern, LLP an IRS Form 1099 Misc. reflecting the full amount of the Settlement Proceeds. Mets, Schiro & McGovern, LLP agrees that they will be responsible for the payment of all applicable state, federal and local taxes with respect to the Settlement Proceeds and will assume liability with respect to same.
- (d) The Settlement Proceeds shall be deemed to constitute payment in full, final and complete settlement of Plaintiff's claims against the County, its successors and assigns, officials, past and present employees, agents and attorneys.
- (e) Plaintiff's counsel, Mets, Schiro & McGovern, LLP, shall provide BZH with a fully executed W-9 tax form and its tax identification number

2. **Resignation.** In settlement of this matter and in consideration of the payment set forth in Paragraph 1 above, McGuire agrees that he will submit an irrevocable notice of resignation from employment with the UCPO. The letter of resignation shall be in the form prescribed in Attachment A. The County will cooperate with McGuire's application for an accidental disability retirement but will not certify that McGuire is entitled to an accidental disability retirement because of any retaliatory, wrongful or discriminatory conduct. The County has not guaranteed McGuire success in obtaining an accidental or ordinary disability retirement and McGuire acknowledges that the County has not made any representations as to his success in obtaining a disability retirement. Should McGuire fail to obtain an accidental disability retirement, he will have no remedy against the County and this Agreement, including his resignation from the UCPO and his waiver of all claims, will remain in full force and effect. The terms herein are contingent on non-revocation as permitted by paragraph 18, below.

3. **Internal Affairs Investigation.** The County agrees that internal affairs investigation known as IA 2012-03 involving McGuire shall be dismissed and closed.

4. **Waiver and Release of Claims.** In settlement of this matter and in consideration of the payments set forth in Paragraph 1 above, McGuire hereby releases and forever discharges the County, the UCPO, Prosecutor Romankow, Chief Buccino, in their official and personal capacities, and their related or affiliated entities, and each of their past, present and future officers, directors, attorneys, employees, owners, insurers, and their respective successors and assigns (collectively "Releasees"), jointly and severally, from any and all actions, complaints, causes of action, lawsuits or claims of any kind (collectively "Claims"), known or unknown, asserted or unasserted, which McGuire, his heirs, agents, executors, successors or assigns ever had, now have or hereafter may have against Releasees arising out of any matter, occurrence, omission, or event existing or occurring prior to McGuire's execution of this Agreement, including, without limitation: (a) any Claims relating to or arising out of McGuire's employment with and/or separation of employment from the UCPO ; (b) any Claims for unpaid or withheld wages, severance, benefits, bonuses, commissions and/or other compensation of any kind; (c) any Claims under the Employee Retirement Income Security Act (ERISA); (d) any Claims of discrimination and/or harassment based on age, sex, race, religion, color, creed, disability,

handicap, citizenship, national origin, ancestry, sexual orientation, or any other factor protected by Federal, State or Local law (such as Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., the New Jersey Law Against Discrimination (LAD), and the Conscientious Employee Protection Act (CEPA)), and any Claims for retaliation under any of the foregoing; (e) any Claims regarding leaves of absence (including FMLA); (f) any Claims under the New Jersey Employer-Employee Relations Act or the National Labor Relations Act; (g) any Claims for attorneys' fees, costs or expenses; (h) any claims under the New Jersey County Investigators and Detectives Act; (i) any Claims under 42 U.S.C. Section 1983; (j) any Claims for emotional distress or pain and suffering; and/or (k) any other statutory or common law Claims, now existing or hereinafter recognized, including, but not limited to violations of public policy, tort, privacy, defamation, intentional infliction of emotional distress, hostile work environment, negligence, contract, whistleblower laws, promissory estoppel or equitable estoppel. Nothing in this waiver and release of claims prohibits McGuire from asserting in his accidental disability pension application that his disability is due to actions (either intentional and/or negligent) taken against him by the County, the UCPO, Romankow and/or any other Defendant.

5. **Non-Released Claims.** The General Release in Paragraph 4 above does not apply to:

- (a) Any Claims for vested and/or contractual (either individual agreement or through the PBA Local 250 collective negotiations agreement) benefits under any County retiree health benefits plan;
- (b) Any Claims to require the County to honor its commitments set forth in this Agreement;
- (c) Any Claims to interpret or to determine the scope, meaning or effect of this Agreement;
- (d) Any Claims relating to any conduct, matter, event or omission occurring after you have signed this Agreement.
- (e) Any claims that McGuire may have to any other benefits that are provided to detectives retiring from the UCPO on a special retirement or disability retirement.

6. **Stipulation.** As a condition precedent to receipt of any of the payments reflected in Paragraph 2 above, McGuire, through his counsel, agrees to execute and file a stipulation of dismissal with prejudice and without costs relating to the Litigation. In addition, McGuire, on behalf of himself, through is counsel, agrees to execute and file a stipulation of dismissal with prejudice and without costs in the matter of Union County Prosecutor's Office –and- PBA Local 250 (Stephen McGuire), Docket No. CO-2011-217. In addition, Mets Schiro & McGovern, LLP shall dismiss with prejudice Union County Prosecutor's Office –and- PBA Local 250 (Stephen McGuire), Docket No. CO-2011-217, on behalf of PBA Local 250.

7. **No Prior Obligation to Make Payments; Adequate Consideration.** McGuire acknowledges and agrees that absent his signing this Agreement and complying with all terms of the Agreement, the County is not required by any policy, plan or prior agreement to pay the

Settlement Payment and the Settlement Payment constitutes adequate consideration to support the release of Claims in Paragraph 4 above.

8. **Confidentiality.**

a. As to McGuire: McGuire agrees that, at all times, the existence, terms and conditions of this Agreement will be kept secret and confidential and will not be disclosed to any other person or entity, except to his spouse, his attorneys or tax advisors for the purpose of confidential legal or tax counseling, or as required by law. Notwithstanding this representation, McGuire shall be permitted to discuss the terms of this Agreement insofar as it concerns his accidental disability retirement application with his attorneys, his immediate family members, and employees or agents of the PFRS. In addition, McGuire may notify members of the PBA of his retirement. If McGuire makes a disclosure as permitted by this confidentiality provision, he shall inform the person and/or entity to whom disclosure is made of this confidentiality provision, and instruct such person and/or entity that any breach of confidentiality would constitute a material breach of this Agreement and subject him to damages including, but not limited to, costs and attorneys' fees. In response to inquiries from persons or entities other than those to whom the disclosure is permitted above, McGuire may respond only that all claims have been resolved, but may say nothing more.

b. As to the County (and all Defendants): The County and all Defendants agree that, at all times, the existence, terms and conditions of this Agreement will be kept secret and confidential and will not be disclosed to any other person or entity, except as required by law.

Non-Disparagement. McGuire agrees that he will not make any negative comments or disparaging remarks, in writing, orally or electronically, about the County or any other Releasee, including their respective officers, directors, and employees and their respective products and services. Nothing in this paragraph or this Agreement shall be interpreted to restrict or inhibit McGuire's right and obligation (i) to testify truthfully in any forum or (ii) to cooperate fully in any investigation by a governmental agency. Similarly, the County's and the UCPO's officers and employees agree that they will not make any negative comments or disparaging remarks, in writing, orally or electronically, about McGuire.

10. **Employment References.** In response to any properly directed request for employment references, which McGuire should direct to the Division of Personnel and Labor Management Relations at the County, the County will only disclose McGuire's dates of employment, and positions held and confirm his compensation information.

11. **No Reinstatement.** McGuire agrees that he will not seek and hereby waives any reinstatement or reemployment with the County, . McGuire further agrees that the County shall have no obligation to interview or employ him and shall have the complete and unfettered right to reject his application for employment or reemployment .

12. **Counterparts; Entire Agreement; No Oral Modification.** This Agreement may be executed in counterparts, which together shall comprise the entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, written or oral, expressed or implied. No other promises, agreements or

amendments, or any separate agreement relating to the subject matter of this Agreement shall be binding or shall modify this Agreement unless expressed in writing and signed by all parties hereto.

13. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey.

14. **No Admission of Liability.** Nothing in this Agreement shall be construed as an admission or concession of liability or wrongdoing by the County or McGuire. Rather, this Agreement is being offered for the sole purpose of settling cooperatively and amicably any and all possible disputes between the parties.

15. **Severability.** Nothing in this Agreement is intended to violate any law or shall be interpreted to violate any law. If any paragraph or part or subpart of any paragraph in this Agreement or the application thereof is construed to be overbroad and/or unenforceable, then the court making such determination shall have the authority to narrow the paragraph or part or subpart of the paragraph as necessary to make it enforceable and the paragraph or part or subpart of the paragraph shall then be enforceable in its/their narrowed form. Moreover, each paragraph or part or subpart of each paragraph in this Agreement is independent of and severable (separate) from each other. In the event that any paragraph or part or subpart of any paragraph in this Agreement is determined to be legally invalid or unenforceable by a court and is not modified by a court to be enforceable, the affected paragraph or part or subpart of such paragraph shall be stricken from the Agreement, and the remaining paragraphs or parts or subparts of such paragraphs of this Agreement shall remain in full, force and effect.

16. **Headings.** The headings contained in this Agreement are for convenience of reference only and are not intended, and shall not be construed, to modify, define, limit, or expand the intent of the parties as expressed in this Agreement, and they shall not affect the meaning or interpretation of this Agreement.

17. **Acknowledgements and Representations of McGuire.** McGuire agrees and represents that:

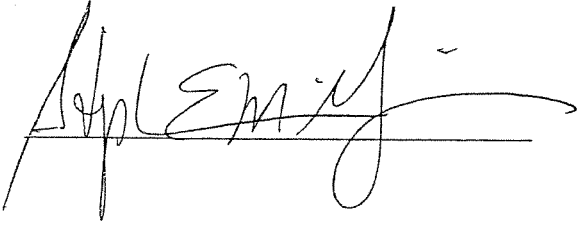
- (a) he has read carefully the terms of this Agreement, including the General Release;
- (b) he had an opportunity to and has been encouraged to review this Agreement, including the General Release, with his attorneys, Mets, Schiro & McGovern, LLP;
- (c) he understands the meaning and effect of the terms of this Agreement, including the General Release;
- (d) he was given at least 21 days to determine whether he wished to enter into this Agreement, including the General Release;
- (e) the entry into and execution of this Agreement, including the General Release, is of his own free and voluntary act without compulsion of any kind;

- (f) no promise or inducement not expressed herein has been made to him; and
- (g) he has adequate information to make a knowing and voluntary waiver and release of claims.

18. **Revocation Period.** McGuire understands that he has the right to revoke this Agreement for a period of seven (7) days after his execution of this Agreement. ("Revocation Period"). If McGuire timely revokes this Agreement, McGuire is indicating that he does not want to be legally bound by this Agreement. The Agreement shall not be effective until after the Revocation Period has expired without McGuire having revoked it. To revoke this Agreement, McGuire must send a letter via first class regular mail to the attention of Kathryn V. Hatfield, Esquire (counsel for the County), Bauch Zucker Hatfield LLC, 871 Mountain Avenue, Suite 200, Springfield, NJ 07081. The letter must be post-marked within seven (7) days of McGuire's execution of this Agreement. If the seventh day is a Sunday or federal holiday, then the letter must be post-marked on the following business day. If McGuire revokes this Agreement on a timely basis, he shall not be eligible for the payments set forth in Paragraph 1 nor shall any of the provisions of this Agreement, including McGuire's resignation/retirement be enforceable.

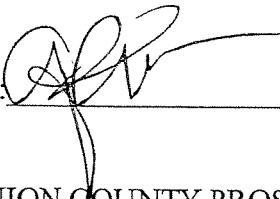
IN WITNESS WHEREOF, the parties, intending to be legally bound, hereby execute this Agreement as follows:

STEPHEN E. MCGUIRE



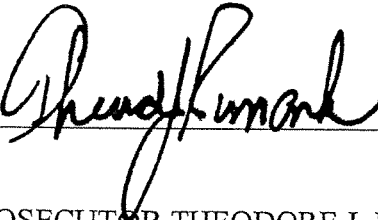
Date: 8/30/12

THE COUNTY OF UNION

By: 

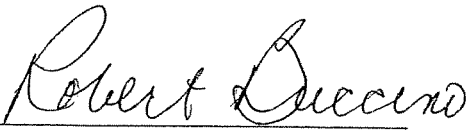
Date: 9/17/12

UNION COUNTY PROSECUTOR'S OFFICE

By: 

Date: 9/10/12

PROSECUTOR THEODORE J. ROMANKOW

By: 

Date: 9/11/12

CHIEF ROBERT BUCCINO

By: _____

Date: _____



COUNTY OF UNION

Part C - GOVERNMENT RECORDS REQUEST RESPONSE

Requestor: John Paff-NJ

Request Date: 10/17/12

- Document(s) provided: one e-File pages, at a total cost of: no fee. Settlement agreement for McGuire v. UCPO
- Special Service Charge imposed - Reason: _____, cost: _____
- Document(s) have been inspected by the requestor on the date shown below: _____ documents, _____ total pages
- Document(s) not provided (see below)

The document(s) you have requested that are checked below are NOT being provided because the document(s) are considered privileged or are otherwise exempt from public access, as provided by applicable law:

Privileged or Protected Category	Authority for Denial or Redaction
<input type="checkbox"/> Advisory, Consultative or Deliberative material	N.J.S.A. 47:1A-1.1, et seq.
<input type="checkbox"/> Autopsy Photos / Video	N.J.S.A. 47:1A-1.1, et seq.
<input type="checkbox"/> Attorney-Client Privilege Information	N.J.S.A. 47:1A-1.1, et seq.
<input type="checkbox"/> Computer Security Information	N.J.S.A. 47:1A-1.1, et seq.
<input type="checkbox"/> Criminal Investigatory Records	N.J.S.A. 47:1A-1.1, et seq.
<input type="checkbox"/> Credit Card Numbers	N.J.S.A. 47:1A-1.1, et seq.
<input type="checkbox"/> Domestic Security (Sabotage or Terrorism)	Executive Order 21 (McGreevey)
<input type="checkbox"/> Grievance Information with public employer	N.J.S.A. 47:1A-1.1, et seq.
<input type="checkbox"/> Drivers' License Numbers	N.J.S.A. 47:1A-1.1, et seq.
<input type="checkbox"/> Electronic Surveillance Materials	N.J.S.A. 2A:156A-19
<input type="checkbox"/> Emergency or Security Information or Procedures	N.J.S.A. 47:1A-1.1, et seq.
<input type="checkbox"/> Employee Sexual Harassment Complaints	N.J.S.A. 47:1A-1.1, et seq.
<input type="checkbox"/> Fingerprint Cards	Executive Order 9 (Hughes)
<input type="checkbox"/> Individual's Medical, Financial, or Tax records	Executive Order 26 (McGreevey)
<input type="checkbox"/> Insurance Communications	N.J.S.A. 47:1A-1.1, et seq.
<input type="checkbox"/> Investigation in Progress	N.J.S.A. 47:1A-3.a
<input type="checkbox"/> Labor Negotiation Information (strategy or positions)	N.J.S.A. 47:1A-1.1, et seq.
<input type="checkbox"/> Personnel or Pension Records	N.J.S.A. 47:1A-10
<input type="checkbox"/> Photographs of Crime Scene	Executive Order 9 (Hughes)
<input type="checkbox"/> Proprietary Information	N.J.S.A. 47:1A-1.1, et seq.
<input type="checkbox"/> Reasonable Expectation of Privacy	N.J.S.A. 47:1A-1.1, et seq.
<input type="checkbox"/> Resumes of unsuccessful applicants	Executive Order 26 (McGreevey)
<input type="checkbox"/> Safety of persons or the public	Executive Order 69 (Whitman)
<input type="checkbox"/> Security Measures and Surveillance Techniques	N.J.S.A. 47:1A-1.1, et seq.
<input type="checkbox"/> Social Security Numbers	N.J.S.A. 47:1A-1.1, et seq.
<input type="checkbox"/> Test Questions, Scoring Keys, or other Exam Data	Executive Order 26 (McGreevey)
<input type="checkbox"/> Victim records	N.J.S.A. 47:1A-1.1; N.J.S.A. 2A:82-46b
<input type="checkbox"/> Record has been destroyed/not retained pursuant to:	Records Retention and Disposition Schedule
<input type="checkbox"/> Other	

You have a right to appeal this decision that the documents requested are not accessible. You may take your appeal to the Government Records Council (GRC) or to the New Jersey Superior Court as provided by N.J.S.A. 47:1A-6 and 7. Please see the attached "Part D - Procedures to Challenge Denial of Access to Government Records" and GRC information.

Date: 10/17/12

(Signature)
County Official

ACKNOWLEDGMENT

I hereby acknowledge that I have received copies of, or have been permitted to view/inspect, the documents requested except for any documents specifically listed above on which a determination has been made that the documents could not be provided in accordance with applicable law. If any documents have not been provided, I have received information as to the procedures for an appeal of the determination.

Date: _____

Requestor's Signature

Version 6/09 (prior editions obsolete)