

**SETTLEMENT AGREEMENT  
BETWEEN THE COUNTY OF UNION  
AND MARIA TODARO**

1. This Agreement is intended to resolve the remaining issues in a lawsuit entitled Todaro v. County of Union, et. al., Docket No. LNN-L-4177-02 and specifically the issue of Todaro's instatement/frontpay as a remedy.

2. The parties agree to the following salary increases for Todaro:

- Effective 1-1-05 -- \$57,427;
- Effective 1-1-06 -- \$59,724; and
- Effective 1-1-07 -- \$62,113.

The County agrees to make all required pension contributions as a result of the above increase. In addition, Todaro shall receive future salaries that will ~~also~~ match Michael Florio or ~~whichever is higher~~ *for as long as he stays in his position.* ~~shall receive this amount by July 15 of the year when salary increases are to be given.~~ *dfc*

3. Todaro shall receive \$200,000 to resolve her remedy claim arising out of this lawsuit. Payment shall be ~~made~~ *made diligently after signing of* within 10 days of signing this agreement and shall be made payable "David F. Corrigan, in trust for Maria Todaro". Todaro waives her claim for instatement as a remedy for the constitutional violation that occurred in this case and does not waive any claim for damages/injunctive relief for anything that occurs after the signing of this Agreement. Specifically, Todaro does not waive any right to the position of Superintendent of Weights and Measures in the event Michael Florio vacates the position for any reason.

4. Todaro shall remain Assistant Superintendent as a result of this Agreement.

5. This Settlement Agreement and Release constitutes the entire Agreement and understanding between the parties regarding the matters covered hereby. This

Settlement Agreement and Release shall become effective only upon its execution by all parties hereto.

- 6. Should any of the provisions of this Agreement and Release be declared or determined by a court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement and Release.
- 7. This Agreement and Release shall be governed by and construed in accordance with the laws of the State of New Jersey as applied to New Jersey residents, without regard for conflict of laws rules.
- 8. This Agreement and Release shall inure to the benefit of the parties and shall be binding upon each of the parties and their assigns, successors, heirs and representatives.

Date: 10/23/07

Maria Todaro  
Maria Todaro

I certify that on Oct. 23, 2007 Maria Todaro to me personally known, personally came before me and acknowledged under oath, to my satisfaction that she is the person named in and personally signed this Agreement and Release and signed and delivered this document known as her own act and deed.

Signed and sworn before me this 23 day of Oct, 2007  
[Signature]  
~~Notary Public~~ Attorney

Date: 10/23/07

The County Of Union  
By: [Signature]

RELEASE

This Release, dated the 23<sup>rd</sup> day of October, 2007 is given BY the releasor MARIA TODARO referred as "I" ("We") or "Releasor(s)" TO THE COUNTY OF UNION, HAROLD GIBSON AND GEORGE W. DEVANNEY.

1. RELEASE. I release and give up any and all rights and claims which I may have against You based on my claim that I was wrong - fully denied a promotion to Superintendent of Weights and Measures as set forth in my Superior Court Complaint. This Release applies strictly to claims resulting from this claim, including:

Any and all past, present or future claims based upon anything which has happened up to now, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses, promotion rights and compensation of any nature whatsoever based on a tort, contract, or other theory of recovery, and whether for compensation or punitive damages I now have, or which may hereafter accrue or otherwise be acquired against You or your agents, servants and employees directly or indirectly, which were the subject matter of a lawsuit instituted in the Superior Court of New Jersey, Union County, bearing Docket Numbers UNN-L-4177-02 and A-2077-05T5.

This Release is for compensation of any and all injuries I have sustained, known, unknown or unknowable, and in full compensation for any and all personal injuries, past, present or future, physical pain and suffering, mental suffering, psychological injuries, emotional distress, loss of consortium, services or society, loss of wages now or in the future, and for any development, whether foreseen or unforeseen, or legal authority which absent this Release might permit me or any other person authorized by law to make such a claim or claims. It is expressly understood that this Release is for the settlement, release, discharge and elimination of any and all such claims arising out of the denial of the promotion to the Superintendent position in 2002-2003. I hereby acknowledge that by executing this Release and accepting the monies paid hereunder I and those who otherwise might be entitled to make such a claim or claims in the future have received fair, just and adequate compensation for all such claims in exchange for which all such claims, past, present and future are forever released and discharged. Even if additional facts become known which were not known at the time this Release was executed, I waive my right to bring a lawsuit against the above Releasees.

2. NONADMISSION OF LIABILITY. It is expressly understood that this Release shall not constitute an admission of liability on the part of the Releasee or any admission of wrongdoing by Releasees.

3. NONDISCLOSURE. As additional consideration for the payments represented by this Release, it is further understood and agreed that neither I nor any agents, servants, attorneys or representatives of Releasor shall, in any way, at any time disclose for any reason or purpose whatsoever to any other person or entity (other than members of Releasor's immediate family, members of the law firm of Releasor's attorneys, accountants or financial advisors, or as otherwise may be required by law) the amount of this settlement, or the terms of the consideration, compensation or settlement reached with You. I shall simply respond that the matter is settled and I am pleased that the matter was settled and I look forward to my continued employment.

4. PAYMENT. I have been paid a total of \$200,000.00 in full and final payment for agreeing to and executing this Release. I agree that I will not seek anything further, including promotion or any other payment(s) from You based upon the claims raised in my lawsuit.

5. WHO IS BOUND. I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor (trix) of my estate, is also bound. This Release is made for the benefit of You, and all who succeed to the rights and responsibilities of Releasees, such as Releasees' heirs or the executors (trices) of Releasees' estates.

6. SIGNATURE. I have read, understand and agree to the terms of this Release. I have consulted with counsel prior to signing this Release.

Maria Todaro

Dated: 10/23/07

MARIA TODARO

Witnessed or Attested by:

[Signature]

Dated: 10/23/07