

**SETTLEMENT AGREEMENT BETWEEN  
MARCUM ELECTRIC, INC. AND FRITZ J. STALLINGS**

1. The parties to this Agreement are Marcum Electric, Inc. and Fritz J. Stallings. In this Agreement: (a) Marcum Electric, Inc., its agents, employees, officials, designees, and successors in interest are referred to as "Marcum Electric;" (b) Fritz J. Stallings is referred to as "Mr. Stallings;" (c) the United States Department of Justice is referred to as "DOJ;" and (d) the Veterans Employment and Training Office of the United States Department of Labor is referred to as "VETS."
2. A signatory to this document in a representative capacity for any party represents that he or she is authorized to bind that party to this Agreement.
3. This Agreement is effective as of the date of the latest signature page for any of the parties.  
The parties hereby agree as follows:

**BACKGROUND**

4. This Agreement arises from VETS case number 04-AL-2005-00005-10-B by Mr. Stallings on or about November 30, 2004.
5. After VETS failed to resolve Mr. Stallings' charge against Marcum Electric, Mr. Stallings requested referral to DOJ for consideration, representation and litigation with respect to that charge.
6. On March 15, 2006, DOJ notified Marcum Electric that it would represent Mr. Stallings against Marcum Electric under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), 38 U.S.C. § 4301, *et seq.* DOJ determined that Marcum Electric had violated USERRA by failing to employ Mr. Stallings because he indicated to Marcum Electric that was in the process of reenlisting in the military.

7. This Agreement shall not constitute an adjudication or finding on the merits of the case and shall not be construed as an admission by Marcum Electric of any violations of USERRA, or any other law, rule or regulation. Marcum Electric denies any wrongdoing.

#### **ACTIONS TO BE TAKEN**

8. It is the intent of the parties that this Agreement be a final and binding settlement in full disposition of any and all claims alleged by Mr. Stallings against Marcum Electric. Mr. Stallings, by his signature to this document and the attached release, has indicated his acceptance of the terms and conditions contained in this Agreement.

9. Marcum Electric shall remove from any of its files any documents related to its failure to hire Mr. Stallings based on his reenlistment pursuits. In the event Mr. Stallings seeks other employment in the future, Marcum Electric shall not provide negative employment references for Mr. Stallings to any future prospective employer that inquires about his attempt to seek employment with Marcum Electric, nor shall it refer in any way to Mr. Stallings' filing of complaints or charges or this lawsuit when communicating with prospective employers seeking a reference for Mr. Stallings.

10. Marcum Electric shall not retaliate against any person, nor interfere with the exercise of any person's rights under USERRA, for anything related to Mr. Stallings' claims in this matter or because such person gave testimony or assistance or participated in any manner in any investigation or proceeding in connection with this case.

11. Upon Mr. Stallings' execution of the attached release (Exhibit A), Marcum Electric shall pay Mr. Stallings by check the sum of three thousand two hundred (\$3200.00) dollars. The

check shall be sent to the following address by certified mail:

Mr. Fritz J. Stallings  
7116 3<sup>rd</sup> Avenue North  
Birmingham, Alabama 35206

12. Marcum Electric shall send proof of its payment to Mr. Stallings of the relief specified in paragraph 11 to his counsel at the following address:

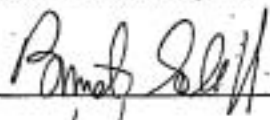
Jay Adelstein  
United States Department of Justice  
Civil Rights Division  
Employment Litigation Section, PHB, Rm. 4026  
950 Pennsylvania Avenue NW  
Washington, DC 20530

**MISCELLANEOUS**

13. The parties agree that, if necessary, this Agreement may be specifically enforced in a court of competent jurisdiction.
14. The parties agree that this Agreement may be used as evidence in a subsequent proceeding in which either or both of them allege a breach of this Agreement.
15. All parties shall bear their own costs and expenses of litigation, including attorneys' fees.

Agreed and Consented To:

For Marcum Electric, Inc.

  
\_\_\_\_\_  
4/24/06 Date

  
\_\_\_\_\_  
Fritz J. Stallings  
4/27/06 Date

**APPENDIX A  
RELEASE OF ALL CLAIMS**

For and in consideration of my acceptance of the relief, or any part of it, to be provided to me pursuant to the provisions of this Settlement Agreement, I have signed and that is to be entered in the case of Fritz J. Stallings v. Marcum Electric, Inc., I, Fritz J. Stallings, hereby forever release and discharge Defendant Marcum Electric, Inc. ("Marcum Electric"), as well as its current, former and future officials, employees, agents and successors, from all legal and equitable claims arising out of the Complaint filed in this action and USERRA Case No. 04-AL-2005-00005-10-E filed with the United States Department of Labor.


I understand that the relief to be provided me by Marcum Electric under the terms of the Settlement Agreement does not constitute an admission by any of the parties hereby released. I further understand that Marcum Electric expressly denies having violated any of my legal rights and that the payments and other terms and conditions set forth in this release are in settlement of the disputed claims.

This release constitutes the entire agreement between Marcum Electric and me, without exception or exclusion.

I acknowledge that a copy of the Settlement Agreement has been made available to me for my review.

I HAVE READ THIS RELEASE AND UNDERSTAND THE CONTENTS THEREOF  
AND I EXECUTE THIS RELEASE OF MY OWN FREE ACT AND DEED.

Signature: \_\_\_\_\_

  
Fritz J. Stallings

Date: \_\_\_\_\_

4/24/06