

Settlement Agreement

This Settlement Agreement ("Agreement") is accepted and entered into by plaintiff, William B. Harbin ("Mr. Harbin"), and defendant, LB&B Assoc. Inc. ("LB&B") – collectively, "the Parties".

1. On September 26, 2008 Mr. Harbin filed *Harbin v. LB&B Assoc. Inc.*, in the United States District Court for the Northern District of Alabama alleging that LB&B violated the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301, *et seq.* ("USERRA") by failing or refusing to promptly pay into Mr. Harbin's pension benefit plan while he was on active duty service with the United States Army in Iraq.

2. LB&B expressly denies any violation of USERRA.

3. As a result of settlement discussions, Mr. Harbin and LB&B have resolved their differences and have agreed that this action should be settled by this Agreement. 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 in the Complaint filed in this case. By Mr. Harbin's signature to both this Agreement and the "Release of All Claims" attached hereto as Appendix A, Mr. Harbin has indicated his acceptance of the terms of this Agreement.

NON-ADMISSION

4. This Agreement, being entered with the consent of Mr. Harbin and LB&B, shall not constitute an adjudication or finding on the merits of the case and shall not be construed as an admission by LB&B of any violations of USERRA. LB&B expressly denies any violation of USERRA.

NON-RETALIATION

5. LB&B shall not take any action against any person – including but not limited to Mr. Harbin – that constitutes retaliation or interference with the exercise of such person’s rights under USERRA because such person gave testimony, provided assistance or participated in any manner in any investigation or proceeding in connection with this case.

REMEDIAL RELIEF

6. Not later than thirty (30) days following the execution of this Agreement, and in the methods described below in Paragraphs 6(a) and 6(b), *infra*, LB&B shall pay a total of \$6,639 (which represents \$5,920.00 in principal plus \$719.00 in lost pension investment income) into Mr. Harbin’s local and national pension plans in full satisfaction of all payments alleged to be due by LB&B to or on behalf of Mr. Harbin.

6(a). No later than thirty (30) days following the execution of this Agreement, LB&B shall direct the payment of \$3,551.40 (which represents \$2,832.40 in principal, plus \$719.00 in lost pension investment income) to the Plumbers and Steamfitters Local Fund 377 Pension Plan with a complete remittance report describing the payment sum and directing the payment to be accounted as for “back payments” for Mr. Harbin.

6(b). No later than thirty (30) days following the execution of this Agreement, LB&B shall direct the payment of \$3,087.60 in principal to the Plumbers and Pipefitters National Pension Plan with a complete remittance report describing the payment sum and directing the payment to be accounted as for “back payments” for Mr. Harbin.

7. Within forty five (45) calendar days following the date of entry of this Agreement, LB&B shall provide documentation of having paid the amounts due pursuant to

Paragraph 6(a) and 6(b), *supra*, by mailing such documentation to the following counsel for Mr.

Harbin:

Andrew Braniff
United States Department of Justice
950 Pennsylvania Avenue NW
Civil Rights Division
Employment Litigation Section, PHB, Room 4920
Washington, D.C. 20530

8. Within five (5) days of LB&B's provision of documentation of the payment of the amounts described in Paragraph 6(a) and 6(b), *supra*; Mr. Harbin shall file a notice of dismissal of his complaint with prejudice.

MISCELLANEOUS

9. All parties shall bear their own costs and expenses in this action, including attorneys' fees.

10. The terms of this Agreement are and shall be binding upon the heirs, successors, and assigns of Mr. Harbin and upon the heirs, successors, and assigns of LB&B.

11. This Agreement (together with the release of all claims attached hereto as Appendix A) constitutes the entire agreement and commitments of the parties. Any modifications to this Agreement must be mutually agreed upon and memorialized in writing signed by Mr. Harbin and LB&B.

12. Either party may specifically enforce this agreement in an appropriate court.

EFFECTIVE DATE

13. The effective date of this Settlement Agreement shall be the date upon which it is signed by Mr. Harbin.

ACCEPTED AND AGREED:

On behalf of Plaintiff:

William A Harbin
WILLIAM A. HARBIN

Date: 9-25-08

On behalf of Defendant:

J Edward Brambleton
LB&B Assoc. Inc.

Date: 9/29/08

APPENDIX A

RELEASE OF ALL CLAIMS

LB&B ASSOC. INC.)
) ss:
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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 the foregoing Settlement Agreement ("Agreement") I have signed in the case of William B. Harbin v. LB&B Assoc. Inc., filed in the United States District Court for the Northern District of Alabama, I, William B. Harbin, hereby forever release and discharge defendant LB&B Assoc. Inc. ("LB&B"), from all legal and equitable claims arising out of the Complaint in this action and USERRA Case No. 04-AL-2005-00023-10-CO-R2 filed with the United States Department of Labor.

I understand that the relief to be provided to me or on behalf of me by LB&B under the terms of the Agreement does not constitute an admission by LB&B of the validity of any claim raised by me, or on my behalf. I further understand that LB&B 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 disputed claims.

This release (together with the Agreement) constitutes the entire agreement between LB&B and me, without exception or exclusion.

I acknowledge that a copy of the Agreement to this action 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: William A. Harbin
William A. Harbin

Date: 9-25-08

Subscribed and sworn to before me this 25 day of Sept.

Notary Public
My Commission expires: 8/13/2011