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22 Attorney for Defendant  
23 Total Logistic Control, Inc.

24 UNITED STATES DISTRICT COURT  
25 CENTRAL DISTRICT OF CALIFORNIA

26 EARL G. BRANTNER,  
27 Plaintiff,

28 v.

TOTAL LOGISTIC CONTROL, INC.,  
Defendant

DOCKET NO: *a!!*  
EDCV 07-0392 SGL

STIPULATION TO ENTRY OF  
SETTLEMENT AGREEMENT

STIPULATION TO ENTRY OF SETTLEMENT AGREEMENT

This matter is before the Court for entry of the attached Settlement Agreement ("Agreement") by consent of all parties to effectuate a compromise and

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1 settlement of all claims stemming from plaintiff, Earl G. Brantner's ('Brantner')  
2 employment with defendant, Total Logistic Control, Inc. ("TLC"). See  
3 Attachment 1. As a result of settlement discussions, Brantner and TLC have  
4 resolved their differences and have agreed that this action should be settled by the  
5 Court's entry of the Agreement. It is the intent of the parties that the Agreement be  
6 a final and binding settlement in full disposition of all claims against TLC that  
7 could have been alleged in the Complaint. The parties request that the Court enter  
8 the Agreement.



9  
10 Dated: May 16, 2007

Respectfully submitted,

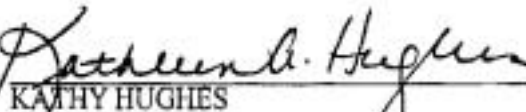
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12 ALBERTO R. GONZALES  
Attorney General

13 WAN J. KIM  
Assistant Attorney General  
Civil Rights Division

14  
15 By:

  
  
16 DAVID J. PALMER, DC 417834  
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ON BEHALF OF PLAINTIFF  
EARL G. BRANTNER

20  
21   
KATHY HUGHES

22 ON BEHALF OF DEFENDANT  
23 TOTAL LOGISTIC CONTROL, INC.

24 IT IS SO ORDERED:  
25

26 Dated: 5-17-07

27   
28 UNITED STATES DISTRICT JUDGE

# **Attachment 1**

IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
EASTERN DIVISION

EARL G. BRANTNER,

Plaintiff,

v.

TOTAL LOGISTIC CONTROL INC.

Defendant

Civil Action No. 07-edcv-391

Jury Trial Demanded

AGREEMENT

This matter is before the Court for entry of this Settlement Agreement ("Agreement") by consent of all parties to effectuate a compromise and settlement of all claims stemming from plaintiff, Earl G. Brantner's ("Brantner") employment with defendant Total Logistic Control, Inc. ("TLC").

1. Brantner commenced the above entitled action in the United States District Court for the Central District of California, Eastern Division, alleging that TLC violated the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. §§ 4301 - 4333 ("USERRA") by discriminating against Brantner, by discharging him, and by denying him reemployment and other employment benefits because of his membership in, service in, application for service in, or obligation for service in the California Air National Guard.

2. As a result of settlement discussions, Brantner and TLC have resolved their

differences and have agreed that this action should be settled by the court's entry of this Agreement. It is the intent of the parties that this Agreement be a final and binding settlement in full disposition of all claims alleged against TLC that could have been alleged in the Complaint.

#### STIPULATED FACTS

3. Pursuant to USERRA, the parties acknowledge the jurisdiction of the United States District Court for the Central District of California, Eastern Division, over the subject matter of this action and of the parties to this case for the purpose of entering this Agreement and, if necessary, enforcing this Agreement.

4. Venue is proper in this district for purposes of this Agreement and any proceedings related to this Agreement. TLC agrees that all conditions precedent to the institution of this lawsuit have been fulfilled.

5. The parties waive findings of fact and conclusions of law.

#### DETERMINATIONS

6. Having examined the terms and provisions of this Agreement and based on the pleadings records, and the stipulations of the parties, the Court determine the following:

- a. The Court has jurisdiction over the subject matter of this action and the parties to this action.
- b. The terms and provisions of this Agreement are fair, reasonable, and just, and the rights of Brantner and TLC are protected adequately by this Agreement.
- c. This Agreement conforms with the Federal Rules of Civil Procedure and

USERRA, and is not in derogation of the rights and privileges of any person.

d. The entry of this Agreement will further the objectives of USERRA and other applicable law, and will be in the best interests of the parties.

#### NON-ADMISSION

7. This Agreement, being entered with the consent of Brantner and TLC, shall not constitute an adjudication or finding on the merits of the case and shall not be construed either as an admission by TLC of any violations of USERRA, or any other law, rule, or regulation dealing with or in connection with equal employment opportunities, or an admission by Brantner as to the merits of any defenses asserted by TLC. TLC denies any wrongdoing.

#### NON-RETALIATION

8. TLC shall not retaliate or interfere with the exercise of any person's rights under USERRA, or Brantner's claim herein that forms the basis for the present case, or because such person gave testimony or assistance or participated in any manner in any investigation or proceeding in connection with this case.

#### REMEDIAL REQUIREMENTS

9. The parties have agreed to keep confidential certain terms relating to Brantner's reemployment with TLC and amounts paid to Brantner in settlement of this case, and have executed a confidential Private Letter Agreement reflecting these terms.

10. TLC shall not retaliate against Brantner because he has opposed allegedly unlawful policies or practices; filed a complaint, either formal or informal, with TLC; filed a claim with the U.S. Department of Labor, Veterans' Employment and Training Service; or participated in or

cooperated with the initiation, investigation, litigation or administration of this case or this Decree. TLC shall ensure that Brantner will be protected against retaliation.

11. Within five (5) days from the date of entry of this Agreement, TLC shall pay Brantner the amount reflected in the confidential Private Letter Agreement referenced in paragraph 9. Of such amount Brantner shall be responsible for payment of all employee income taxes associated with the payment. TLC shall be separately responsible for paying all applicable federal and state employer taxes. Each party shall provide to the other the appropriate local, state, and federal tax forms. TLC shall, within twenty (20) days after the entry of this Agreement, provide documentary evidence, of having paid Brantner the above amount by mailing the same to the following address:

Chief  
Employment Litigation Section  
United States Department of Justice  
950 Pennsylvania Avenue, NW  
Civil Rights Division  
Employment Litigation Section, PHB, Room 4040  
Washington, DC 20530

RELEASE OF ALL CLAIMS

12. By executing this Agreement, and the Private Letter Agreement, and accepting the above-described monetary and non-monetary relief, Brantner on behalf of himself and his heirs, successors, and assigns, expressly releases and discharges TLC, as well as its current, former and future officials, employees, agents, and successors, from all legal and equitable claims that were or could have been brought as of the date of entry of this Agreement relating to Brantner's employment with TLC, including but not limited to the claims identified in the Complaint filed

in Earl G. Brantner v. Total Logistic Control, Inc., Civil Action No. 07-edcv-391 SGL(JCRx), and USERRA Case No. 09-CA-2004-0031-10-G, filed with the United States Department of Labor.

#### DISPUTE RESOLUTION AND COMPLIANCE

13. The Court shall retain jurisdiction and will have all available equitable powers, including injunctive relief, to enforce this Agreement and the Private Letter Agreement. Upon motion of either party, the Court may schedule a hearing for the purpose of reviewing compliance with this Agreement and the Private Letter Agreement. The parties shall engage in good faith efforts to resolve any dispute concerning compliance prior to seeking review by the Court. The parties shall be required to give notice to each other ten (10) days before moving for review by the Court. The parties may conduct expedited discovery under the Federal Rules of Civil Procedure for the purpose of determining compliance with this Agreement or defending a claim of non-compliance.

#### EFFECTIVE DATE

14. The effective date of this Agreement shall be the date it is entered by the Court.

15. This Agreement shall expire, and this action shall be dismissed with prejudice, without further order of this Court one (1) year from the date of entry of this Agreement. Brantner, by and through his attorneys, may move to extend the Agreement for good cause if the remedial relief called for herein has not been effectuated. Any such extension may be granted by the Court for such time as is necessary to effectuate the relief set forth in this Agreement.



MISCELLANEOUS

16. The parties shall bear their own costs and expenses of litigation, including attorneys' fees.

17. This Agreement constitutes the entry of a final judgment within the meaning of Rule 54 of the Federal Rules of Civil procedure on all claims asserted in or that could have been asserted by Brantner in this action. The Court retains jurisdiction over this matter, however, for the purpose of entering appropriate orders interpreting and enforcing this judgment.

18. By executing this Agreement, Brantner expressly acknowledges that he has had sufficient time to review the terms of this Agreement with his attorneys, that he has in fact reviewed the Agreement, and that he has voluntarily entered into this Agreement.

19. If any provision of this Agreement is found to be unlawful, only the specific provision in question shall be affected and the other provisions will remain in full force and effect.

20. The terms of this Agreement and the Private Letter Agreement are and shall be binding upon the present and future owners, officers, directors, employees, creditors, agents, trustees, administrators, successors, representatives, and assigns of TLC and upon the heirs, successors, and assigns of Brantner.

21. This Agreement, together with the Private Letter Agreement, constitutes the entire agreement and commitments of the parties. Any modifications to this Agreement, or the Private Letter Agreement, must be mutually agreed upon and memorialized in a writing signed by TLC

and Brantner.

APPROVED and ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

UNITED STATES DISTRICT JUDGE



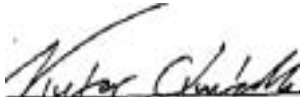
DAVID J. PALMER (DC Bar No. 417834)  
Chief



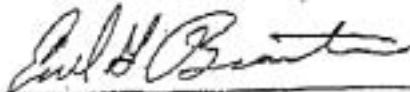
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Deputy Chief



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Trial Attorney



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EARL BRANTNER  
ON BEHALF OF PLAINTIFF EARL BRANTNER

*Kathleen A. Hughes*

KATHY HUGHES

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Director of Labor & Employment Law

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Phone: (952) 828-4623

Fax: (952) 828-4403

ON BEHALF OF DEFENDANT TOTAL LOGISTIC CONTROL, INC.

**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 the Settlement Agreement I have signed and that is to be entered in the case of Earl G. Brantner v. Total Logistic Control, Inc., filed in the United States District Court for the Central District of California, Eastern Division, I, Earl G. Brantner, hereby forever release and discharge Defendant in this case, Total Logistic Control, Inc., 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. 09-CA-2004-00031-10-G filed with the United States Department of Labor.

I understand that the relief to be provided to me by Total Logistic Control, Inc., under the terms of the Settlement Agreement does not constitute an admission by any of the parties hereby released of the validity of any claim raised by me, or on my behalf. I further understand that the payments and other terms and conditions set forth in this release are in settlement of disputed claims.

This release, in conjunction with the Settlement Agreement, constitutes the entire agreement between Total Logistic Control, Inc., and me, without exception or exclusion.

I acknowledge that a copy of the Settlement Agreement in 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: \_\_\_\_\_

Earl G. Brantner

at: \_\_\_\_\_

8 MAY 2007

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission expires: