

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
NORFOLK DIVISION**

WILLIAM O. MANN)	
)	
Plaintiff,)	Civil Action No. _____
)	
v.)	
)	
PENSKE TRUCK LEASING CO., L.P.)	
)	
Defendant.)	
)	

CONSENT DECREE

This matter came before this Court for entry of judgment by consent of the Plaintiff, William O. Mann ("Mann"), and the Defendant, Penske Truck Leasing Co., L.P. ("Penske") (collectively the "Parties"), to effectuate a compromise and settlement of all claims in the above-captioned case.

Mann commenced this action in the United States District Court for the Eastern District Virginia, alleging that Penske violated the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301 *et seq.* (hereinafter "USERRA") by failing to properly reemploy Mann upon completion of his tour of active service in the United States Air Force.

Penske denies that it has violated USERRA, and its agreement to the terms of this Consent Decree is not an admission of liability under that statute. Nevertheless, as a result of settlement discussions, the Parties have resolved their dispute and have agreed that this action should be resolved by entry of this Consent Decree, the practical result of which is to effectuate a settlement agreement which addresses the interests of the Parties in this matter. It is the intent of

the Parties that this Consent Decree be a final and binding settlement, in full disposition of any and all claims alleged in the Complaint filed in this action.

STIPULATIONS

1. The Parties acknowledge the jurisdiction of the United States District Court for the Eastern District of Virginia over the subject matter of this action and of the Parties to this action, for the purpose of entering and, if necessary, enforcing this Consent Decree.
2. Venue is proper in this judicial district for purposes of entering this Consent Decree and any proceedings related to this Consent Decree. The Parties agree that all conditions precedent to the institution of this action and its settlement have been fulfilled.

FINDINGS

3. Having considered the provisions of this Consent Decree as suggested by the Parties, the Court finds as follows:
 - a. The Court has jurisdiction over the subject matter of this action and the Parties to this action.
 - b. The terms and provisions of the settlement reflected in this Consent Decree are lawful, fair, reasonable and just. The rights of the Parties are adequately protected by this settlement.
 - c. This Consent Decree and the settlement it effectuates, conform with and to the Federal Rules of Civil Procedure and USERRA, and is not in derogation of the

rights and privileges of any person. The entry of the Consent Decree will further the objectives of USERRA and will be in the best interest of the Parties.

NOW, THEREFORE, IT IS HEREBY ADJUGED, ORDERED AND DECREED that

NON-ADMISSION

4. This Consent Decree is being entered with the consent of the Parties, and shall not constitute an adjudication or finding on the merits of the action or be construed as an admission by Penske of any violations of USERRA.

NON-RETALIATION

5. Penske shall not take any action against any person, including but not limited to Mann, that constitutes retaliation or interference with the exercise of such persons rights under USERRA because such person gave testimony, provided assistance or participated in any manner in any investigation or proceeding in connection with this action.

REMEDIAL RELIEF

6. Within ten (10) business days from the date of entry of this Consent Decree, Penske shall pay Mann a total sum of EIGHTY FIVE THOUSAND DOLLARS AND NO/100(\$85,000.00) in the form of two checks made out as follows:
 - a. The first check will be in the gross amount of FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$42,500.00) and made payable to William O. Mann. These funds shall be attributable to back pay. Mann agrees that Penske shall deduct from this check all withholding taxes and other

payroll deductions that Penske is required by law to make from wage payments to employees.

- b. The second check will be in the gross amount of FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$42,500.00) and made payable to William O. Mann. No deductions will be made from this amount. These monies shall be considered payment for liquidated damages asserted by Mann.
- c. Penske shall be responsible to separately pay the employer's contribution to Social Security due on the back pay award and this shall not reduce the overall settlement amount. Penske further agrees that it will pay all monies withheld from the back pay portion of this settlement to the appropriate governmental agencies.
- d. Penske shall mail the payment and proof of withholding on the back pay portion of the award to Mann by overnight delivery service, to the following address:

William O. Mann
7844 Canter Court
Severn, MD 21144

RELEASE OF CLAIMS

- 7. Mann hereby discharges and releases Penske and its officials, representatives, agents, employees, attorneys, liability coverage providers, predecessors, successors, affiliates, and assigns from all claims arising out of the facts included in the Complaint including any claims which were or could have been asserted in the Complaint under USERRA or which relate to Mann's employment with Penske.

**RETENTION OF JURISDICTION,
DISPUTE RESOLUTION AND COMPLIANCE**

8. The Court shall retain jurisdiction over this action and shall have all available equitable powers, including injunctive relief, to enforce the terms of this Consent Decree.
9. The Parties shall engage in good faith efforts to resolve any dispute concerning compliance with this Consent Decree prior to seeking resolution from the Court. In the event of a dispute, the Parties shall give notice to each other fifteen (15) days before seeking resolution of the dispute by the Court.
10. In the event either of the Parties seek Court resolution to enforce the terms of this Consent Decree, the Parties agree that expedited discovery under the Federal Rules of Civil Procedure may be conducted to determine compliance with this Consent Decree.

MISCELLANEOUS

11. The Parties shall bear their own costs and expenses in this action, including attorney fees.
12. The terms of this Consent Decree are and shall be binding upon the heirs, successors, and assigns of Mann and upon the present and future owners, officers, directors, employees, agents, representatives, successors, and assigns of Penske.
13. This Consent Decree and its Release of Claims constitute the entire agreement and all commitments of the Parties. Any modifications to this Consent Decree must be mutually agreed upon and memorialized in writing signed by Mann and Penske and entered by this Court.

14. The effective date of this Consent Decree shall be the date upon which it is entered by the Court. The Consent Decree shall expire, and this action shall be dismissed without further Decree of the Court, either one year after the date of entry of this Consent Decree, or when all of the remedial provisions of this Consent Decree have been effectuated, whichever is later. At that time, this Consent Decree will constitute the entry of final judgment within the meaning of Rule 54 of the Federal Rules of Civil Procedure on all USERRA claims which Mann has asserted or that could have been asserted by Mann in this action.

APPROVED and ORDERED this _____ day of _____, 2014.

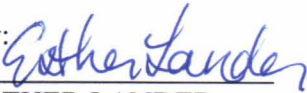
UNITED STATES DISTRICT JUDGE

Agreed and Consented to by and on behalf of Plaintiff:




WILLIAM O. MANN
Plaintiff

DELORA L. KENNEBREW
Chief

By: 

ESTHER LANDER
DC Bar Num. 461316
Principal Deputy Chief

DANA J. BOENTE
Acting United States Attorney

By: 

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ATTORNEYS FOR PLAINTIFF WILLIAM MANN

Agreed and Consented to by and on behalf of Defendant:



King F. Tower (VSB #38767)

Carrie M. Harris (VSB #76817)

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ATTORNEYS FOR DEFENDANT PENSKE TRUCK LEASING CO. L.P.

Agreed and consented to by and on behalf of Defendant Penske Truck Leasing
Co. L.P.



(Title) Associate General Counsel