

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

RONALD B. COLLINS, JR.

Plaintiff,

Civil Action No.: 8:14-cv-2503-T-30TGW

v.

KEY SAFETY SYSTEMS, INC.

Defendant.

CONSENT DECREE

This matter came before this Court for entry of judgment by consent of the Plaintiff, Ronald B. Collins, Jr. ("Collins"), and the Defendant, Key Safety Systems, Inc. ("Key Safety") (collectively the "Parties"), to effectuate a compromise and settlement of all claims in the above-captioned case.

Collins commenced this action in the United States District Court for the Middle District of Florida, alleging that Key Safety violated the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301 *et seq.* (hereinafter "USERRA") by demoting Collins following the announcement of his military deployment with the United States Army National Guard.

Key Safety 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 Middle District of Florida 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 Key Safety of any violations of USERRA.

NON-RETALIATION

5. Key Safety shall not take any action against any person, including but not limited to Collins, 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, Key Safety shall pay Collins a total sum of TWENTY THOUSAND DOLLARS AND NO/100(\$20,000.00) less applicable withholdings and deductions in the form of a check made out as follows:

- a. The check will be made payable to Ronald B. Collins, Jr.
- b. Of the settlement amount, ten thousand dollars (\$10,000.00) shall be attributable to back pay (less the required employee withholdings and contributions on the back pay award as required by law), with the balance being attributable to liquidated damages. Key Safety also shall separately pay the appropriate employer's contribution to the Social Security fund due on the back pay award and the employer's contribution shall not be deducted from the overall settlement amount.

- c. Key Safety shall mail the payment by overnight delivery service, to the following address:

Ronald B. Collins, Jr.
c/o Yohance A. Pettis, AUSA
U.S. Attorney's Office
Middle District of Florida
400 N. Tampa Street, Suite 3200
Tampa, Florida 33602

TAXES AND HOLD HARMLESS AGREEMENT

7. Collins agrees that he is solely and entirely responsible for the payment of employee related taxes, if any, which may be found to be due on any amount(s) paid to him under paragraph 6 of this Consent Decree and further agrees to hold Key Safety harmless against any such liability including paying Key Safety for any necessary resultant attorney's fees. Key Safety agrees to that it is solely and entirely responsible for the payment of employer related taxes, which may be found to be due on any amount(s) paid to Collins under paragraph 6 of his Consent Decree.

RELEASE OF CLAIMS

8. Collins hereby discharges and releases Key Safety and its officers, officials, representatives, agents, employees, attorneys, liability coverage providers, predecessors, successors, affiliates, and assigns from all claims arising out of or related to his employment with Key Safety or his termination therefrom including all claims under federal, state and local statutes including, USERRA, Florida Civil Rights Act, Fla. Stat. § 760.01 et seq., Florida Whistle Blower, Fla. Stat. § 448.101 et seq., Florida Statutory Provision Regarding Retaliation/Discrimination for Filing a Workers' Compensation Claim – Fla. Stat. § 440.205, Florida Wage Discrimination Law, Fla. Stat. § 448.07, Florida Equal Pay Law, Fla. Stat. § 725.07 and Fla. Stat. Ann. § 448.07, Florida AIDS Act, Fla. Stat. § 110.1125, § 381.00 and § 760.50, Florida Discrimination on the

Basis of Sickle Cell Trait Law, Fla. Stat. § 448.075 et seq., Florida OSHA, Fla. Stat. Ann. § 442.018(2), Florida Wage Payment Laws, Fla. Stat. §§ 448.01, 448.08, Florida Domestic Violence Leave Law, Fla. Stat. § 741.313, Florida's Preservation and Protection of the Right to Keep and Bear Arms in Motor Vehicles Act of 2008, Fla. Stat. § 790.251. The United States Department of Justice advised Collins that he will need to seek separate counsel as to the release of the above non-USERRA claims and Collins has agreed to the release of said claims.

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

9. 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.
10. 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.
11. 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

12. The Parties shall bear their own costs and expenses in this action, including attorney fees.
13. The terms of this Consent Decree are and shall be binding upon the heirs, successors, and assigns of Collins and upon the present and future owners, officers, directors, employees, agents, representatives, successors, and assigns of Key Safety.

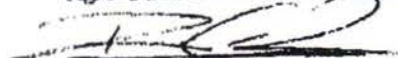
14. This Consent Decree and its Release of Claims constitute the entire agreement and all commitments of the Parties. Any modifications to this Consent Decree must be mutually agreed upon and memorialized in writing signed by Collins and Key Safety and entered by this Court.

15. 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 Collins has asserted or that could have been asserted by Collins in this action.

APPROVED and ORDERED this _____ day of _____, 2014.

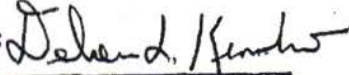
UNITED STATES DISTRICT JUDGE

Agreed and Consented to by and on behalf of Plaintiff:


RONALD B. COLLINS, JR.
Plaintiff

Aug. 11 2014
Date

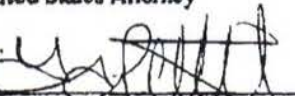
DELORA L. KENNEBREW
Chief

By: 

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09.22.14
Date

ATTORNEYS FOR PLAINTIFF RONALD B. COLLINS, JR.

Agreed and Consented to by and on behalf of Defendant:

By: Laura Belford

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Corporate Counsel
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Telephone: (586) 726-4025
Email: cohnm@keysafetyinc.com

SEPTEMBER 22, 2014

Date

-or-

LAURA BELFORD
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Lakeland, FL 33811
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FOR DEFENDANT KEY SAFETY SYSTEMS, INC.