

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (“Settlement Agreement”) by consent of the Claimant, Alejandro S. Booth (“Booth”), and the employer, Superior Asphalt Enterprises, Inc., DBA Frontier Roofing Supply (“Frontier”) (collectively, the “Settling Parties”), is entered into with the purpose of effectuating a compromise and settlement of all claims raised by Alejandro Booth in his Department of Labor Veterans Employment and Training Services (“DOL-VETS”) Claim No. TX-2015-00079-10-G.

1. Booth commenced this action by filing a claim with DOL-VETS, alleging that Frontier violated the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301 *et seq.* (“USERRA”), by discriminating against him based on his military service and/or military service obligations, and by failing to promptly reemploy him when he returned from active duty in the Texas Army National Guard.

2. Frontier denies that it has violated USERRA, and its agreement to the terms of this Settlement Agreement is not an admission of liability or any violations of that statute. Nevertheless, as a result of settlement discussions, the Parties have resolved their dispute and have agreed that this claim should be resolved by entry into this Settlement Agreement. It is the intent of the Parties that this Settlement Agreement be a final and binding disposition of all claims alleged in the claim filed with DOL-VETS in this case.

## **STIPULATIONS**

3. Pursuant to USERRA, the Settling Parties acknowledge the jurisdiction of the United States District Court for the Western District of Texas over the subject matter of this Settlement Agreement and of the Settling Parties to this Settlement Agreement for the purpose of enforcing this Settlement Agreement, if necessary.

4. Venue is proper in this judicial district for the purpose of conducting any proceedings related to the enforcement of this Settlement Agreement, and entering any related orders.

#### **NON-ADMISSION**

5. This Settlement Agreement is being entered into with the consent of the Parties and shall not constitute an admission by Frontier of any violations of USERRA.

#### **REMEDIAL REQUIREMENTS**

6. Prior to or within ten (10) calendar days from the date of the signature of this Settlement Agreement, Frontier shall pay (or cause to be paid) to Booth a total sum of TWENTY-FIVE THOUSAND DOLLARS AND NO/100 (\$25,000.00), in two separate payments, in full monetary satisfaction of all claims included in the scope of this release:

- a. Of this amount, one payment shall be in the amount of one-half or \$12,500.00 (twelve thousand five hundred dollars and no cents), and it will represent back pay for lost wages. Frontier shall make all appropriate withholdings and other statutory deductions, such as for taxes, social security, and retirement, from the back pay amount at the time of payment. Frontier shall separately pay all applicable employer portions of federal, state and local taxes and shall not deduct its portion of such taxes from the overall settlement amount paid to Booth; and
- b. Of this amount, one payment shall be in the amount of one-half or \$12,500.00 (twelve thousand five hundred dollars and no cents), and it will represent liquidated damages. Frontier shall make no deductions from this amount.

7. To the extent that Booth has any employer sponsored-benefit plans subject to ERISA, his rights under those plans shall continue to be covered by those benefit plans.

8. Frontier shall direct the payment of the settlement amount by First Class Mail (signature required) to his attorney Eduardo Castillo at the following address for delivery to Alejandro S. Booth:

EDUARDO R. CASTILLO  
Assistant United States Attorney  
United States Attorney's Office  
Western District of Texas  
700 E. San Antonio, Ste. 200  
El Paso, Texas 79901

9. All notices and documents required to be provided to counsel for Booth shall be delivered through First Class Mail to:

EDUARDO R. CASTILLO  
Assistant United States Attorney  
United States Attorney's Office  
Western District of Texas  
700 E. San Antonio, Ste. 200  
El Paso, Texas 79901

JAMES DINGIVAN  
Assistant United States Attorney  
United States Attorney's Office  
Western District of Texas  
601 N.W. Loop 410, Suite 600  
San Antonio, TX 78216-5597

#### **RELEASE OF CLAIMS**

10. Upon receipt of the payments listed in Section 7(a) & (b), and for and in consideration of accepting that relief, Booth will provide a signed copy of the Release of Claims, attached hereto as exhibit A.

#### **DISPUTE RESOLUTION AND COMPLIANCE**

11. The Parties shall engage in good faith efforts to resolve any dispute concerning compliance with this Settlement Agreement prior to seeking a resolution via Court action. In the event of a dispute, the Parties shall give notice to each other at least ten (10) business days before seeking review by the Court.

12. In the event of a dispute, the Parties agree that the enforcement of this Settlement Agreement will constitute a claim to enforce the USERRA rights of Alejandro

S. Booth under 38 U.S.C § 4323, and the Attorney General may act as counsel for Alejandro S. Booth in enforcing the his USERRA rights as described by this agreement.

### **MISCELLANEOUS**

13. The individuals executing this Settlement Agreement and Release on behalf of the parties hereto certify that they have been authorized by the parties to do so. The Settling Parties shall bear their own costs and expenses, including attorneys' fees.

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

15. The terms of this Settlement Agreement are and shall be binding upon present and future officers, directors, employees, agents, representatives, successors, and/or assigns of the Settling Parties.

16. This Settlement Agreement constitutes the entire agreement and commitments of the Settling Parties. Any modifications to this Settlement Agreement must be mutually agreed upon and memorialized in writing signed by the Settling Parties.

17. This Settlement Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**EFFECTIVE DATE AND DURATION**

18. This Settlement Agreement shall be effective on the date upon which it is signed by all parties.

Agreed and Consented to by, and on behalf of,

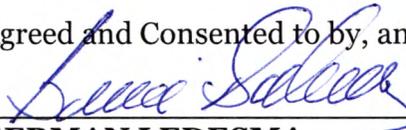
Plaintiff

  
\_\_\_\_\_  
**ALEJANDRO S. BOOTH**

05/04/2017  
Date

Plaintiff

Agreed and Consented to by, and on behalf of Defendant

  
\_\_\_\_\_  
**GERMAN LEDESMA**  
Owner of Frontier

04/18/2017  
Date