



**Issue Date: 03 December 2009**

CASE NO: 2008-AIR-00014

In the Matter of:

DENNIS C. CARTER,  
Complainant,

v.

AERO MECHANICAL  
INDUSTRIES INC.,  
Respondent.

**DECISION AND ORDER APPROVING  
SETTLEMENT**

This matter arises under Section 519 of the Wendell H. Ford Aviation Investment and Reform Act for the 21<sup>st</sup> Century, 49 U.S.C. § 42121 (“AIR 21”). On November 6, 2009, I issued an order disapproving a settlement agreement filed November 3, 2009 by the parties because paragraph 9 of the settlement agreement, construed broadly, appeared to preclude Complainant from discussing with anyone, including state or federal regulators, alleged violations by Respondent of Federal law relating to air carrier safety. I further noted that the settlement agreement filed by the parties referenced a “Stipulation of Dismissal” which had not been submitted with the settlement agreement. I thus found the settlement agreement deficient and ordered the parties to either file a revised settlement agreement within thirty days or notify me that a settlement agreement was no longer possible, in which case the matter would be rescheduled for a formal hearing.

On December 2, 2009, counsel for Respondent filed on behalf of the parties a “Settlement Agreement and General Release” accompanied by a “Stipulated Order of Dismissal With Prejudice” and a “Joint Motion to Dismiss.” The joint motion states, in relevant part, that the parties have resolved “all controversies and issues among them,” and they therefore seek the issuance of an order “dismissing Complainant’s Complaint and all claims and causes of action therein and any other claim which could have been brought against Respondent Aero Mechanical with prejudice.” Paragraph 9 of the revised settlement agreement now provides that Complainant is not precluded “from discussing or communicating with state and federal enforcement agencies, including employees of the Department of Labor and FAA, about information concerning alleged violations by respondent of orders, regulations, or standards of the FAA, or any other provision of federal law relating to air carrier safety.” The stipulated order of dismissal submitted by the parties simply provides for dismissal with prejudice of “all claims and causes which could have been brought . . . [by Complainant].”

Pursuant to 29 C.F.R. § 1979.111(d)(2), I have reviewed the terms and conditions of the revised settlement agreement and found them to be a fair, adequate, and reasonable settlement of Complainant's complaint of retaliation under AIR 21.<sup>1</sup>

**Order**

Based on the foregoing, IT IS HEREBY ORDERED that the revised settlement agreement filed in this matter on December 2, 2009 is APPROVED, and Complainant's complaint of retaliation under AIR 21 is therefore DISMISSED WITH PREJUDICE.

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STEPHEN L. PURCELL  
Associate Chief Judge

Washington, D.C.

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<sup>1</sup> I note that both the original and revised settlement agreements submitted by the parties appear to encompass the settlement of matters under laws other than AIR 21 inasmuch as they reference a lawsuit filed in the 13<sup>th</sup> Judicial District of New Mexico. My authority over settlement agreements is limited to the statutes that are within the jurisdiction of the Office of Administrative Law Judges as defined by the applicable statute. Therefore, my approval is limited to this case, and I approve the agreement only insofar as it pertains to Mr. Carter's AIR 21 claim in Case No. 2008-AIR-00014, the case which is presently before me.