



Issue Date: 16 December 2015

Case Nos.: 2015-AIR-00025

In the Matter of

CHRISTOPHER M. COX
Complainant

v.

MOOG, INC.
Respondent

**ORDER APPROVING SETTLEMENT, DISMISSING CLAIM,
SEALING SETTLEMENT DOCUMENTS AND FILING
REDACTED SETTLEMENT DOCUMENTS**

This matter arises under the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century (“AIR 21” or “the Act”) which was signed into law on April 5, 2000. The Act includes a whistleblower protection provision, with a U.S. Department of Labor (“DOL”) complaint procedure. Implementing regulations are at 29 CFR Part 1979. Pursuant to the July 31, 2015 Notice of Hearing, this matter was originally scheduled for hearing on November 20, 2015 in Buffalo, New York.

Via electronic mail on November 16, 2015, the parties advised this Office that they entered into a settlement agreement, and submitted their Settlement Agreement and General Release. On November 24, 2015, the parties submitted a Joint Motion to File Settlement Agreement Under Seal. The parties attached a redacted version of the Settlement Agreement and General Release for approval, arguing that the redacted portions contain confidential business information, protected under 5 U.S.C. § 552(b)(4).

I find the proposed Settlement Agreement is proper, and I approve it with several caveats. First, the parties’ proposed redaction in the paragraph entitled “RECITALS,” specifically, “(ii) a proceeding against the Company . . . , seeking damages, costs, attorney fees, and other relief” is denied; that these other proceedings were filed is a matter of public record. Second, the language in the agreement purports to settle, release, or otherwise address claims or potential claims that far exceed the statute involved in this action. *See, e.g.*, paragraph 5. at 4-5. I limit my review to the asserted whistleblower claims only, as anything beyond that limitation exceeds this Office’s jurisdiction. Third, I order the original, unredacted settlement agreement to be sealed per the parties’ request; moreover, the parties are advised that the records of this Office are subject to the Freedom of Information Act (“FOIA”) and are generally public.

This Office will place the Settlement Agreement and General Release in a sealed envelope within the public file.¹ A copy of this Order will be affixed to this envelope. A redacted copy of the Settlement Agreement and General Release will be placed in the public file. Per 29 C.F.R. §18.85(b), I specifically find that paragraph 2., at pages 2-4, of the Settlement Agreement and General Release contain confidential commercial and financial information.

In the event that a request is made for access to the unredacted copy of the Settlement Agreement and General Release, the Department of Labor will provide the parties with pre-disclosure notification and an opportunity to respond before any disclosure is made. *See* 29 C.F.R. § 70.26. However, the parties are reminded that the pre-disclosure notice procedure does not, in any way, constitute a finding that the settlement agreement, or any portion thereof, will be exempt from disclosure under FOIA. Similarly, this procedure does not suggest that the appropriate disclosure officer would ultimately decline disclosure of the settlement agreement to the FOIA requester, if such a FOIA request were received. *See* 29 C.F.R. § 70.26(f).

ORDER

1. The parties' Joint Motion to File Under Seal is **GRANTED**.
2. The parties' proposed redaction in the paragraph entitled "RECITALS," specifically, "(ii) a proceeding against the Company . . . , seeking damages, costs, attorney fees, and other relief" is denied.
3. The Settlement Agreement and General Release is hereby **SEALED**. A copy of the Settlement Agreement and General Release, with paragraph 2. redacted, at pages 2-4, will remain in the administrative file.
4. The proposed settlement agreement is fair and reasonable as to the claims under the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century. None of the terms are against the public interest. The proposed settlement agreement is **APPROVED**, and the parties are **ORDERED** to comply with its terms.

This matter is **DISMISSED** with prejudice.

SO ORDERED.

SCOTT R. MORRIS
Administrative Law Judge

Cherry Hill, New Jersey

¹ *See* 29 C.F.R. § 18.56.