

U.S. Department of Labor

Office of Administrative Law Judges
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Issue Date: 20 July 2018

Case No.: 2017-AIR-00031

In the Matter of:

LESLIE LAITH HENKE,
Complainant,

v.

HONDA AIRCRAFT COMPANY, LLC,
Respondent.

ORDER APPROVING SETTLEMENT AND DISMISSING CLAIM

This case arises under the employee protective provisions of the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century (hereinafter "AIR 21"), 49 U.S.C. § 42121, *et seq.*, Public Law 106-181, Title V § 519, and the implementing regulations at 29 C.F.R. Part 1979, Subpart B. A Notice of Hearing was issued on November 21, 2017, scheduling the hearing in this matter on July 17, 2018.

On July 9, 2018, following receipt of a letter from Respondent stating that the parties have agreed to settle their dispute, the undersigned issued an Order Canceling Hearing and requesting supporting settlement documents. On July 12, 2018, by email, Respondent submitted the parties' Joint Motion for Dismissal Pursuant to Settlement, attaching the following documents: a copy of the Settlement Agreement (Exhibit 1), executed by the Complainant and a representative of Respondent; and a Joint Stipulation of Dismissal with Prejudice (Exhibit 2), signed by counsel for both parties (total submission hereinafter, "Settlement Agreement"), resolving all issues pending for hearing.

This Tribunal finds that the proposed Settlement Agreement is proper, was entered into voluntarily and not under duress and approves it with these caveats. First, language in the Settlement Agreement purports to settle, release, or otherwise address claims or potential claims that exceed the statute involved in this action. (See Paragraphs 4 and 5). This Tribunal limits its review to the asserted whistleblower claims only, as anything beyond that limitation exceeds its jurisdiction.

Second, language in the Settlement Agreement provides that it shall be governed by the laws of the State of North Carolina and any disputes arising out of or related to this Agreement must be resolved by an appropriate state or federal court in North Carolina. (See Paragraph 17). Per 49 U.S.C. § 42121(b)(6), the appropriate United States District Court shall have jurisdiction, without regard to the citizenship of the parties. To the extent Paragraph 17 is inconsistent with this statute, that paragraph is void and unenforceable. Jurisdiction rests solely with the appropriate United States District Court.

Finally, the parties have designated the settlement agreement to be confidential commercial information in accordance with 29 C.F.R. Section 70.26 and shall be afforded the protections thereunder.

Having duly considered the matter,

IT IS THEREFORE ORDERED as follows:

1. The parties' Motion for Dismissal Pursuant to Settlement is **GRANTED**. However, as previously stated, the parties are advised that this Tribunal does not bind the parties to any provisions in Paragraphs 4, 5, and 17, which are beyond its jurisdiction.
2. 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 and this matter is **DISMISSED** with prejudice.
3. The Settlement Agreement will be designated confidential commercial information in accordance with 29 C.F.R. Section 70.26, and shall be afforded the protections thereunder.
4. Each party shall bear his/its own attorney's fees and expenses.

SO ORDERED.

JOSEPH E. KANE
Administrative Law Judge