

U.S. Department of Labor

Office of Administrative Law Judges
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Issue Date: 29 January 2020

CASE NO.: 2018-AIR-00037

In the Matter of:

NICHOLAS VRABEL,
Complainant,

v.

JETT PRO LINE MAINTENANCE, INC.,
Respondent.

ORDER APPROVING REVISED SETTLEMENT AGREEMENT

The parties have settled this matter arising under the whistleblower protection provision of the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century (“AIR-21”), 49 U.S.C. § 42121, and its implementing regulations, 29 C.F.R. Part 1979. A settlement requires the administrative law judge’s approval. *See* 29 C.F.R. § 1979.111(d)(2) (requiring the ALJ’s approval of a settlement).

On December 11, 2019, the parties filed a proposed settlement agreement for review and approval. At a teleconference with counsel, I identified several provisions in the proposed agreement that I could not approve. I allowed the parties to submit a revised settlement agreement. On December 23, 2019, the parties submitted revisions to their agreement. I disapproved without prejudice the parties’ revised settlement agreement for certain deficiencies.

On January 27, 2020, the parties submitted another revised settlement agreement. This revised settlement agreement addresses the deficiencies in the previous submissions. I will approve this revised settlement agreement with some caveats.

First, some of the provisions in the settlement agreement extend to claims beyond the scope of AIR-21. I limit my review to the AIR-21 claim. This order does not concern the settlement or release of any claims other than those arising under AIR-21 based on conduct through the date of the agreement.

Second, the parties should be aware that—whatever the parties might agree concerning confidentiality—the Freedom of Information Act (FOIA) applies to all of this Office’s records and will apply to the settlement agreement. If a request is received for access to the settlement agreement under FOIA, the Department of Labor will provide the litigants with pre-disclosure notification and an opportunity to respond before any disclosure is made. *See* 29 C.F.R. § 70.26.

The parties may include in their settlement agreement agreed language (consistent with legal limits) that precludes the parties themselves from making specified disclosures. But the parties cannot limit the Department's disclosures.

Third, the parties choose California law to control any dispute between them concerning the settlement agreement. ¶ 16. As I construe this provision, it is not intended to and does not limit the authority of any federal court or of the Secretary of Labor. It is an agreement between the parties, limited in its application to themselves. For the federal courts and the Secretary, the law and regulations of the United States control.¹

That said, the proposed settlement agreement is fair and reasonable as to the claim under AIR-21. It adequately protects Complainant. None of its terms is against public policy. I incorporate the settlement agreement by reference. The proposed settlement is APPROVED, and the parties are ORDERED to comply with its terms. *See* 29 C.F.R. § 1979.111(d)(2). The settlement agreement therefore is the final order of the Secretary and may be enforced pursuant to 29 C.F.R. § 1979.113. *See* 29 C.F.R. § 1979.111(e).

This matter is DISMISSED.

SO ORDERED.

STEVEN B. BERLIN
Administrative Law Judge

¹ *See Hildebrand v. H. H. Williams Trucking, LLC*, ARB No. 11-030, ALJ No. 2010-STA-56, slip op. at 3 (ARB Sept. 26, 2011).