



**Issue Date: 15 August 2017**

CASE NO. 2017-SOX-00011

*In the Matter of*

**JEFF LAFRANCE,**  
Complainant,

v.

**ASTON HOTELS AND RESORTS,**  
Respondent.

### **ORDER APPROVING SETTLEMENT**

This claim arises under the whistleblower protection provisions of the Sarbanes-Oxley Act, 18 U.S.C. § 1514A, and its implementing regulations, 29 C.F.R. § 1980 (2013). On July 24, 2017, the parties filed a proposed settlement agreement to resolve the case. I notified the parties that certain language was overbroad and that I would need the parties to modify their proposed settlement agreement if I was to approve it. On August 10, 2017, the parties submitted an amendment that narrowed the relevant language. I have included the amendment with the settlement.

As modified, I find the proposed settlement proper, and I approve it with a caveat concerning the settlement of matters beyond the scope of the Act.<sup>1</sup> Some language in the agreement purports to settle, release, or otherwise address claims or potential claims that go beyond the scope of the Sarbanes-Oxley Act. I limit my review to the Sarbanes-Oxley Act claim only; anything beyond that exceeds this Office's jurisdiction.

#### **Order**

The proposed settlement agreement is fair and reasonable as to the claim under the Sarbanes-

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<sup>1</sup> With a Sarbanes-Oxley case in an adjudicatory phase (as is the present case), a settlement requires the approval of the administrative law judge. See 29 C.F.R. § 1980.111(d)(2). Once approved, the settlement will "constitute the final order of the Secretary and may be enforced pursuant to [29 C.F.R.] § 1980.113." 29 C.F.R. § 1980.111(e).

Oxley Act. None of the terms are against public interest. The proposed settlement is APPROVED, and the parties are ORDERED to comply with its terms.

SO ORDERED.

STEVEN B. BERLIN  
Administrative Law Judge