



**Issue Date: 20 August 2018**

CASE NO.: 2017-SOX-00041

*In the Matter of:*

DOUGLAS E. SEITZ,  
*Complainant,*

*v.*

KIDDE TECHNOLOGIES, INC.  
d/b/a/ UTC AEROSPACE SYSTEMS,  
*Respondent.*

### **ORDER APPROVING SETTLEMENT and DISMISSING COMPLAINT**

A hearing in this matter was scheduled to begin on July 16, 2018 in Raleigh, North Carolina. Shortly before the hearing, I was advised that the parties had reached a settlement and, when the matter was called for hearing, the parties confirmed they had done so. On August 10, 2018, the parties submitted their settlement agreement for review as required by 29 C.F.R. §§ 1979.111(d)(2) and 1980.111(d)(2).

Upon review of the settlement agreement, I find that its terms are fair, adequate, and reasonable, and do not contravene the public interest. However, it appears to be a global settlement purporting to dispose of claims in addition to the claim brought under the Sarbanes-Oxley Act (SOX) and the Aviation Investment & Reform Act (AIR21). My authority to approve the settlement agreement is limited to matters that are before me – that is, to approve the settlement agreement only insofar as it resolves the complaint under AIR21 and SOX. My approval should not be construed as approval of the resolution of any claims brought under any other federal statute or under state law.

Further, the parties agree that the settlement agreement should be confidential. The Freedom of Information Act, 5 U.S.C. §552, *et seq.* (1988) (FOIA), requires federal agencies to disclose requested documents unless they are exempt from disclosure. *Faust v. Chemical Leaman Tank Lines, Inc.*, Case Nos. 92-SWD-2 and 93-STA-15, ARB Final Order Approving Settlement and Dismissing Complaint, March 31, 1998. The records in this case are agency records which must be made available for public inspection and copying under FOIA. In the event the Agreement is disclosed pursuant to FOIA, such disclosure is not a violation of the agreement and will not result in a violation of the agreement.

Finally, paragraph 11 of the settlement agreement provides, “This Agreement shall be interpreted under federal law if that law governs, and otherwise under the laws of North Carolina, without regard to its choice of law provisions.” This provision is interpreted not to limit the authority of the Secretary of Labor or of any federal court, which shall be governed in all respects by the laws of the United States.<sup>1</sup>

**ORDER**

Based on the foregoing, ITIS ORDERED:

1. The settlement between Complainant Douglas E. Seitz and Respondent Kidde Fire Protection Systems, UTC Aerospace Systems is APPROVED; and
2. The complaint in this matter is DISMISSED.

**SO ORDERED.**

PAUL C. JOHNSON, JR.  
District Chief Administrative Law Judge

PCJ, Jr./ksw  
Newport News, Virginia

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<sup>1</sup> *Phillips v. Citizens' Ass'n for Sound Energy*, 1991-ERA-025, slip op. at 2 (Sec'y Nov.4,1991).