



Issue Date: 04 November 2015

In the Matter of:

NATIONAL URBAN LEAGUE,
Complainant,

Case No.: 2014-WIA-00003

v.

UNITED STATES DEPARTMENT OF LABOR,
Respondent.

**ORDER APPROVING SETTLEMENT AGREEMENT
AND DISMISSING CLAIM WITH PREJUDICE**

This matter was scheduled for formal hearing on September 22-23, 2015, at Office of Administrative Law Judges headquarters in Washington, DC. On September 9, 2015, I rescheduled the hearing for October 13-14, 2015. On September 30, 2015, I received notice that the parties had reached a full and final settlement of their claims. Accordingly, on October 7, 2015, I issued an *Order Canceling Hearing and Requiring Filing of Settlement*, directing the parties to file their settlement agreement within 30 days of the issuance of the order.

On October 30, 2015, I received the parties' *Settlement Agreement*, which indicates that they have resolved the disputed issues in this claim, and the parties' *Request for Dismissal*, in which they request that this claim be dismissed with prejudice. The Settlement Agreement is signed by Lisa L. Lahrman for the Employment and Training Administration of the Department of Labor ("Respondent") and Marc Morial for the National Urban League ("Complainant" or "NUL").

According to the terms of the Settlement Agreement submitted by the above-mentioned parties, Respondent will award NUL a total of \$12 million in grants. Respondent will award NUL a \$2 million dollar grant to continue to operate its Urban Youth Empowerment Project for an additional 18 months under the same terms and conditions as it operated under Solicitation for Grant Application ("SGA") 11-09, its previous grant for this project, except that NUL will service four rather than six affiliates for the additional 18 month period. Respondent agrees to work with NUL to finalize a new Face Forward 2 grant agreement in the amount of \$2 million dollars no later than October 20, 2015. In addition, Respondent will award NUL a \$10 million grant to perform the activities described in NUL's application for SGA 13-07 under the terms and conditions set forth in the SGA. Respondent agrees to work with NUL to finalize a new H-1B Ready to Work Partnership grant agreement in the amount of \$10 million no later than October 30, 2015. Each party agrees to be responsible for its own fees and expenses, including attorney fees.

With respect to the specific terms of the Settlement Agreement, I have reviewed it in its entirety, in accordance with the requirements of 29 CFR § 18.9. The form and substance of the application conform to the requirements of 29 CFR § 18.9.

The facts giving rise to this claim indicate that on May 2, 2014, NUL submitted an application for grant funds under the Employment and Training Administration's SGA 13-09 for Face Forward 2 – Intermediary and Community Grants. Under SGA 13-09, organizations that had received grants under SGA 10-09, SGA 11-09, and SGA 12-03 were excluded from eligibility. This provision made NUL ineligible to receive a grant under SGA 13-09. On February 19, 2014, NUL submitted an application for grant funds under SGA 13-07 for H-1B Ready to Work Partnership Grants. Respondent subsequently declined to award a grant to NUL under SGA 13-07. NUL filed separate appeals with OALJ challenging its non-selection for SGA 13-07 and SGA 13-09.

The parties recognize that there are issues in dispute and wish to avoid the hazards, delays, and costs of further litigation by an agreed settlement. This Settlement Agreement is intended to be a full, final, and complete settlement of any and all issues arising from said claim. Based on the disputed issues, the parties agree that the proposed settlement is adequate to compensate Complainant. The parties request that I approve the Settlement Agreement.

The findings contained herein are based upon the agreed facts and representations contained in the Settlement Agreement and attachments, copies of which are attached hereto, incorporated herein, and made part hereof.

ORDER

In accordance with 29 CFR § 18.9 and 29 U.S.C. § 2801, it is hereby **ORDERED** that the Settlement Agreement submitted for approval, which includes a provision for the payment of attorney fees and costs, is **APPROVED**, and the parties are directed to carry out the requirements of the Settlement Agreement. Accordingly, the complaint is **DISMISSED WITH PREJUDICE**.

IT IS SO ORDERED.

CHRISTINE L. KIRBY
Administrative Law Judge

Washington, D.C.