



Issue Date: 20 December 2004

CASE NO.: 2004-CAA-6

In the Matter of:

BARBARA JOLLY,
Complainant,

v.

HONEYWELL INTERNATIONAL, INC.,
Respondent.

**RECOMMENDED DECISION AND ORDER APPROVING
SETTLEMENT AGREEMENT AND GRANTING
MOTION TO DISMISS WITH PREJUDICE**

This proceeding arises from an appeal and request for hearing filed by Complainant Barbara Jolly pursuant to Section 322(a) of the Clean Air Act (“CAA”), 42 U.S.C. § 7622; Section 110(a) of the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. § 9610; Section 1450 (i)(1)(A-C) of the Safe Drinking Water Act (“SDWA”), 42 U.S.C. § 300j-9; Section 7001(a) of the Solid Waste Disposal Act (“SWDA”), 42 U.S.C. § 6971; Section 507(a) of the Federal Water Pollution Control Act (“FWPCA”), 33 U.S.C. § 1367; Section 23(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2622, and applicable regulations. On May 17, 2004, I issued an order denying Respondent’s Motion for Summary Judgment based on a finding that Complainant was Respondent’s “employee” for purposes of the whistleblower provisions at issue in this case. On July 29, 2004, an order was issued at the joint request of the parties assigning this matter to a settlement judge. On December 17, 2004, the parties filed a pleading styled “Joint Motion to Approve Settlement and Dismiss Complaint” accompanied by a “Settlement Agreement and Release” executed by the parties.

My review of the settlement agreement is limited to a determination of whether its terms are fair, adequate and reasonable. The settlement must adequately protect the whistleblower. Furthermore, the settlement must not be contrary to the public interest.

First, I note that the parties are represented by counsel. The parties agree to confidentiality of the agreed terms of the settlement and agree not to disclose information to third parties regarding the terms of the settlement, except as required by law.

After careful consideration of the settlement agreement, I find the terms of the agreement are fair, adequate, reasonable, and adequately protect Complainant. I further find that it is in the public interest to adopt the agreement as a basis for the administrative disposition of this case.

By signing the Settlement Agreement and Release, the parties have demonstrated their intent to keep the settlement agreement confidential. The Agreement will remain confidential insofar as provided by law. Pursuant to 29 C.F.R. § 18.56 the settlement agreement and exhibits will be maintained within a “restricted access” portion of the record.

RECOMMENDED ORDER

Upon consideration of the foregoing,

IT IS HEREBY ORDERED that the “Joint Motion to Approve Settlement and Dismiss Complaint” be **GRANTED** and that the complaint of Barbara Jolly be **DISMISSED**.

IT IS FURTHER ORDERED that the “Settlement Agreement and Release” be **APPROVED**.

A

STEPHEN L. PURCELL
Administrative Law Judge

Washington, D.C.