

U.S. Department of Labor

Administrative Review Board
200 Constitution Ave. NW
Washington, DC 20210-0001



IN THE MATTER OF:

DANIEL A. RUPP,

ARB CASE NO. 2025-0069

COMPLAINANT,

ALJ CASE NO. 2023-AIR-00017

ALJ HEATHER C. LESLIE

v.

DATE: March 20, 2026

WEST STARR AVIATION, LLC,

RESPONDENT.

Appearances:

For the Complainant:

Daphne S. Gebauer, Esq.; *Tava Employment Law*; Colorado Springs, Colorado

For the Respondent:

Christina Harney, Esq., Michael C. Santo, Esq.; *Bechtel & Santo L.L.P.*; Grand Junction, Colorado

Before KAPLAN and KIKO, Administrative Appeals Judges

**DECISION AND ORDER APPROVING SETTLEMENT
AND DISMISSING COMPLAINT**

This case arises under the employee protection provisions of the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century (AIR21) and its implementing regulations.¹ Complainant Daniel A. Rupp filed a complaint alleging that Respondent West Starr Aviation, LLC retaliated against him in violation of AIR21.² On June 16, 2025, A Department of Labor Administrative Law Judge (ALJ) issued an Order Granting Respondent's Motion for Summary Decision, in which she

¹ 49 U.S.C. § 42121; 29 C.F.R. Part 1979 (2025).

² Order Granting Respondent's Motion for Summary Decision (ALJ Order) at 1.

dismissed Complainant's claim.³ On June 30, 2025, Complainant appealed to the Board.

On January 27, 2026, the parties filed a Notice of Settlement and Joint Motion for Stay (Motion), notifying the Board that the parties had reached a settlement and requesting the Board stay this action until March 24, 2026, to allow all conditions under the settlement to be satisfied. On January 30, 2026, the Board granted the parties' Motion and stayed the matter until March 24, 2026.

On March 11, 2026, the parties filed a Stipulation of Dismissal and a Settlement Agreement, Release of Claims, and Protections Required by C.R.S. § 24-34-407 (Settlement Agreement). The parties requested the Board approve the Settlement Agreement and dismiss the action with prejudice.⁴

AIR21's implementing regulations provide that at any time after a party has filed objections to the Assistant Secretary's findings or order, the case may be settled if the participating parties agree to a settlement and, if the Board has accepted the case for review, the Board approves the settlement agreement.⁵

The Settlement Agreement encompasses the settlement of matters under laws other than AIR21.⁶ The Board's authority over settlement agreements is limited to statutes that are within the Board's jurisdiction as defined by the applicable delegation of authority.⁷ Under Board precedent, we review the Settlement Agreement to ascertain whether its terms fairly, adequately, and reasonably settle this AIR21 case over which we have jurisdiction.⁸

The Settlement Agreement contains a confidentiality clause in which the parties agree to not disclose information relating to the agreement's terms to anyone other than their counsel, spouse, accountant, and/or as required by law.⁹ If

³ *Id.* at 21.

⁴ Stipulation of Dismissal.

⁵ 29 C.F.R. § 1979.111(d)(2). Settlement agreements approved by the Board constitute final orders of the Secretary and may be enforced pursuant to § 1979.113. § 1979.111(e).

⁶ Settlement Agreement ¶ 2.

⁷ Secretary's Order No. 01-2020 (Delegation of Authority and Assignment of Responsibility to the Administrative Review Board (Secretary's discretionary review of ARB decisions)), 85 Fed. Reg. 13186 (Mar. 6, 2020); *see Gray v. DAL Global*, ARB No. 2010-0122, ALJ No. 2009-AIR-00028, slip op. at 2 (ARB Aug. 31, 2010) (citation omitted).

⁸ *Bell v. Bald Mountain Air Serv.*, ARB No. 2019-0002, ALJ No. 2016-AIR-00016, slip op. at 2 (ARB Dec. 23, 2019) (citation omitted).

⁹ Settlement Agreement ¶ 7.

the confidentiality clause was interpreted to preclude Complainant from communicating with federal or state enforcement agencies concerning alleged violations of law, they would violate public policy and contain an unacceptable “gag” provision.¹⁰ We construe the language contained in the confidentiality clause as allowing Complainant, either voluntarily or pursuant to an order or subpoena, to communicate with, or provide information to, state and federal authorities concerning any suspected violations of law involving Respondent.

The Settlement Agreement also provides that it shall be governed by the laws of the state of Colorado.¹¹ We construe this “Applicable Law” provision as not limiting the authority of the Secretary of Labor, the Board, and any federal court with regard to any issue arising under AIR21, which authority shall be governed in all respects by the laws and regulations of the United States.¹²

Upon careful review of the parties’ Settlement Agreement, the Board concludes that the Settlement Agreement is fair, adequate, and reasonable, and does not contravene the public interest. Accordingly, we **APPROVE** the Settlement Agreement and **DISMISS** the complaint with prejudice.

SO ORDERED.

ELLIOT M. KAPLAN
Administrative Appeals Judge

PHILIP G. KIKO
Administrative Appeals Judge

¹⁰ *Nix v. Symphony Tech. Sols., Inc.*, ARB No. 2025-0013, ALJ No. 2024-AIR-00008, slip op. 3 (ARB Jan. 8, 2025) (citation omitted).

¹¹ Settlement Agreement ¶ 19.

¹² *Bell*, ARB No. 2019-0002, slip op. at 2 (citation omitted).