

UNITED STATES  
OFFICE OF SPECIAL COUNSEL

Charles Monnett,

v.

Bureau of Energy Management,  
U.S. Department of the Interior,

OSC Complaint MA-13-0715

SETTLEMENT AGREEMENT AND RELEASE

Charles Monnett (hereinafter "Monnett") and the U.S. Department of the Interior Bureau of Ocean Energy Management (hereinafter "BOEM" or "Agency"), acting by and through its authorized representative, mutually agree to the following terms and conditions, and knowingly and voluntarily enter into this written SETTLEMENT AGREEMENT AND RELEASE (Settlement Agreement), a document which fully and finally resolves all claims made by Monnett arising from and associated with the above-captioned complaint filed with the Office of Special Counsel.

PREMISES/RECITALS

WHEREAS, on or about November 15, 2012, Monnett filed the above-captioned OSC Complaint based upon his alleged whistleblowing;

WHEREAS, Monnett desires to settle all claims or potential claims, asserted or unasserted, related to or arising from his employment with BOEM and the Department of the Interior and knowingly and voluntarily agrees to settle all issues arising from, or which could have arisen from and associated with his complaint, and Monnett and the Agency seek to avoid further administrative and/or judicial litigation in accordance with the terms hereinafter set forth;

NOW THEREFORE, in consideration of these premises, Monnett and the Agency intend to be legally bound by, and knowingly, voluntarily, and mutually agree to, the terms and conditions described fully below.

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Monnett Initials SM Date 10/22/13  
BOEM Initials WDC Date 10/23/13

### **TERMS AND CONDITIONS**

1. **Effective Date.** This Settlement Agreement shall become effective as of the date the Agreement is signed by all parties and after expiration of the revocation period as outlined in Paragraph 6 of this Agreement.

2. **Effect of Signatures.** The signatures affixed to this Settlement Agreement establish that Monnett and the Agency (a) have read this entire document, (b) have knowingly, voluntarily, and in good faith entered into this Settlement Agreement, (c) have not been induced by or through fraud, misrepresentation, duress, threat, or coercion, (d) fully understand all terms and conditions described in this Settlement Agreement, (e) agree with all terms and conditions described in this Settlement Agreement, and (f) agree to satisfy and perform, in good faith, the terms and conditions described in this Settlement Agreement.

3. **No Other Complaints Made by Monnett.** Monnett represents that, with the exception of the above-captioned Complaint, he has not filed or made any other employment related complaint, grievance, claim, or appeal against the Agency or any of its employees in any judicial or administrative forum.

4. **Monnett's Self-Executing Dismissal With Prejudice.** Monnett understands and agrees that his signature below shall constitute his request to OSC to close the above referenced complaint and his written, knowing, voluntary, and automatic withdrawal and dismissal with prejudice of the Complaint. Monnett acknowledges and agrees that, as soon as the Agency provides the considerations specified in paragraphs 17 and 19, OSC shall close the above referenced complaint with prejudice.

5. **Monnett's Knowing and Voluntary Release of All Claims.** In exchange for the valuable consideration provided to and acknowledged by Monnett and described fully in this Settlement Agreement, Monnett voluntarily agrees for himself and his heirs, executors, administrators, representatives (legal and personal) and assigns, to fully and forever release and discharge the Agency (including all Agency officers, employees, agents, servants, instrumentalities, representatives, administrators, successors, and assigns), from any and all matters, issues, complaints, claims, actions, grievances, demands, damages, expenses, and liabilities of every kind or nature whatsoever, that Monnett has raised, could have raised, or contemplated raising, arising directly or indirectly from any acts, omissions, incidents, or circumstances arising out of or relating to Monnett's employment with the Agency, up to and including the date Monnett signs this Settlement Agreement. This release of claims includes, but is not limited to, Monnett's knowing, voluntary, and complete release, waiver, withdrawal, and dismissal of, however designated, all grievances, complaints, demands, appeals, claims, issues or causes of action in any forum, administrative or judicial, pursuant to the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. §§ 621 *et seq.*, Title VII of the Civil

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Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e *et seq.*; and the Rehabilitation Act of 1973, as amended, 29 U.S.C. §§ 701 *et seq.* Monnett further acknowledges and agrees that he has consulted with counsel, who approves of this full and final release and settlement as signified by the attorney's signature below, or has freely and knowingly chosen not to consult regarding the terms and conditions contained in this agreement. Monnett also agrees that, within seven (7) days of the effective date of this agreement, he and his undersigned representative, specifically PEER, will withdraw and dismiss with prejudice any and all FOIA related requests and/or litigation, currently pending or contemplated, filed under his name or under his representative's name, with the Department of the Interior or any of its bureaus, including BOEM. Within seven (7) days of the effective date of this agreement, Complainant and his counsel, Public Employees for Environmental Responsibility (PEER) will submit a filing seeking a judgment dismissing Civil Action No. 13-499 (JEB), now pending before the U.S. District Court for the District of Columbia. Nothing within this agreement will preclude or prejudice plaintiffs' ability to seek and collect attorney fees and costs in that case.

**6. Age Discrimination in Employment Act Statement.** Pursuant to and consistent with 29 U.S.C § 626(f), Monnett acknowledges and agrees that he has read this Settlement Agreement and fully understands its terms and conditions, and has entered into this Settlement Agreement knowingly and voluntarily and of his own free will. Monnett further acknowledges that he has been given twenty-one (21) days to consider this Settlement Agreement, which documents the valuable consideration provided to Monnett. Monnett acknowledges, understands, and agrees that if he signs this Settlement Agreement within 21 days of his receipt of the Settlement Agreement, his signature on this Settlement Agreement shall constitute a knowing and voluntary waiver of the right to a 21 day consideration period. Monnett also acknowledges and understands that, no later than seven (7) days following the date on which he signs this Settlement Agreement, he may revoke this Settlement Agreement by providing written notice to the Agency representative. For such revocation to be valid, it must be delivered so that it is received by the Agency on or before the expiration of the seven (7) day revocation period. Monnett also acknowledges that this Settlement Agreement constitutes written advice to consult with an attorney before signing this Settlement Agreement. By signing this Settlement Agreement, Monnett understands that he is not waiving any rights or claims under the ADEA that may arise after the date he signs this Settlement Agreement.

**7. No Other Consideration.** Monnett agrees that, with the exception of the consideration specifically described in this Settlement Agreement, he is not entitled to any other consideration, monetary amounts, back pay, compensatory damages, interest, unpaid benefits, or any other costs or compensation in connection with (a) the resolution of the Complaint and (b) the resolution of other pending or contemplated claims dismissed, waived, withdrawn, and released in accordance with the terms of this Settlement Agreement.

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8. **Monnett Solely Responsible for Paying His Attorney's Fees and Costs.** Monnett shall be completely responsible for paying the entire amount of any and all attorney's fees and costs that he may have incurred or did incur in connection with, or prior to, filing, advancing, processing, and resolving (a) the Complaint, and (b) the pending or contemplated claims dismissed, waived, withdrawn, and released in accordance with the terms of this Settlement Agreement.

9. **No Confidentiality.** Nothing in this Settlement Agreement shall be construed as a confidentiality provision.

10. **No Precedential Value.** This Settlement Agreement shall neither establish any precedent nor be used to justify similar terms in any subsequent appeal, complaint, claim, case, or matter before the U.S. Merit Systems Protection Board; the U.S. Equal Employment Opportunity Commission; the U.S. Office of Special Counsel; the Federal Labor Relations Authority; the Agency's Office of Inspector General; the Agency's Office of Hearings and Appeals; or any other administrative or judicial body or forum.

11. **No Admission of Liability.** This Settlement Agreement shall not in any way constitute an admission or concession from the Agency that its employees, or other employees of the Federal government, committed any harmful procedural error, engaged in any prohibited personnel practice, treated Monnett in a discriminatory or retaliatory manner, or violated any Federal or State laws, rules, regulations, or policies and any such actions are specifically and individually denied. This Settlement Agreement is entered into by Monnett and the Agency for the purpose of compromising disputed claims and avoiding the expenses and risks of litigation, not for the purpose of assigning blame or validating the claim(s) made in the Complaint, and/or other pending or contemplated claims dismissed, waived, withdrawn, and released in accordance with the terms of this Settlement Agreement.

12. **Merger Clause.** This Settlement Agreement represents the complete understanding between Monnett and the Agency, and supersedes all other written or verbal (express or implied) agreements that Monnett and the Agency discussed or exchanged or considered and that address the Complaint, and/or other pending or contemplated claims dismissed, waived, withdrawn, and released in accordance with the terms of this Settlement Agreement.

13. **Amendments/Modifications in Writing.** This document constitutes the final and complete statement of the terms contained in the Agreement and agreed to by the parties. There are no other terms expressed or implied. The terms of this agreement may not be modified or renegotiated unless in writing and by mutual written consent signed by Monnett and the Agency, acting by and through an authorized Agency/Bureau representative.

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14. **Severability.** If any paragraph or portion of this Settlement Agreement is determined to be unenforceable, the rest and remainder of this Settlement Agreement shall remain in full force and effect.

15. **Duplicate, Faxed and Electronic Copies as Originals.** This Settlement Agreement may be executed in any number of counterparts. Executed duplicate, faxed, and electronic copies of this Settlement Agreement shall represent originals and have the same force and effect as an original.

16. The parties agree that Monnett will remain in his current position (Wildlife Biologist GS-486-13) but will be placed on paid administrative leave immediately upon the effective date of this agreement until the end of his employment with the Agency.

17. On the effective date of Monnett's retirement on November 15, 2013, the parties agree that:

- a. The Agency will withdraw the letter of reprimand issued to Monnett by a letter from Deputy Director Walter Cruickshank dated September 27, 2012 and remove all references to it from Monnett's personnel records. The Agency will not propose or effect any other disciplinary action for Monnett's conduct or actions prior to the effective date of this Agreement.
- b. The Agency will issue a certificate to Monnett conferring upon him the Secretary of Interior's 2010 Cooperative Conservation Award for the Bowhead Whale Satellite Tracking project.

18. Monnett agrees and understands that, effective November 15, 2013, he will retire from federal service and will be separated from the Agency's employment on that date. Monnett will file all necessary and proper paperwork to effectuate such retirement as of November 15, 2013. If Monnett fails to file all necessary and proper paperwork to effectuate his retirement on November 15, 2013, the Agency will process an SF-50 effectuating his resignation as of November 15, 2013 and his signature on this settlement agreement will constitute his voluntary and irrevocable resignation from the Agency.

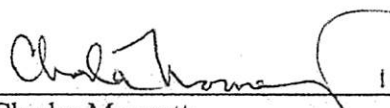
19. Within thirty (30) days of the effective date of this Agreement, the Agency will make a one-hundred-thousand dollar (\$100,000) lump sum payment to Monnett. Monnett will provide appropriate banking information, including name, routing and account numbers to the Agency representative within seven (7) days of the effective date of this agreement. Monnett will be solely responsible for any tax liability arising from such payment.

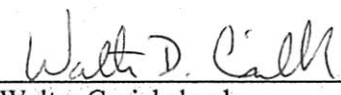
20. Monnett agrees that, in consideration of the foregoing, he will not reapply to any

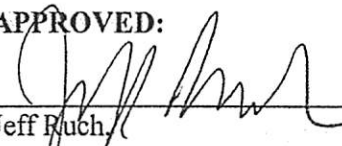
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position with the Department of Interior or any of its Bureaus for a period of five (5) years from the effective date of this Settlement Agreement. If Monnett applies for and is selected for a position with the Department of the Interior or any of its Bureaus, he acknowledges that this will constitute a breach of this Settlement Agreement, the remedy for which will be summary removal and accordingly, he voluntarily waives any appeal rights to the MSPB or grievance rights for such remedy under this Agreement. Monnett agrees and acknowledges that this provision is consistent with 29 C.F.R. 1625.22(C)(2) and is necessary to enforce his agreement to perform a future employment-related action.

  
Charles Monnett 10/22/13  
 Complainant Date

  
Walter Cruickshank 10/23/13  
 Deputy Director Date  
 Bureau of Ocean Energy Management

**APPROVED:**  
  
Jeff Ruch 10/23/13  
 PEER  
 Monnett's Representative Date

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