

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

DANIEL FANDREI,)	
)	
Plaintiff,)	
)	No. 16 C 8076
v.)	
)	Judge Tharp
UNITED AIRLINES, INC.,)	
)	
Defendant.)	

SETTLEMENT AGREEMENT

Plaintiff Daniel Fandrei (“Fandrei”) and defendant United Airlines, Inc. (“United”) (collectively the “Parties”) hereby effectuate a final compromise and settlement of all claims raised by Fandrei in the above-captioned case.

1. Fandrei, a retired Air Force Reserve officer, commenced this action alleging that United violated the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301, *et seq.* (“USERRA”), by failing to credit him with sick leave that he accrued during his military service, and that United specifically failed to credit Fandrei with ten hours of sick leave that he accrued during his military deployment in January and February 2013. According to Fandrei, the collective bargaining agreement in place at the time of Fandrei’s military leave allowed pilots to accrue sick leave during comparable leaves of absence.

2. United denies that it has violated USERRA and does not admit the allegations in the complaint.

3. Nevertheless, as a result of settlement discussions, and to avoid the expense and distraction of litigation, the Parties have resolved their dispute and have agreed that this action should be resolved by agreement (“Agreement”). It is the intent of the Parties that this Agreement

be a final and binding settlement in full disposition of any and all claims that have been or could have been alleged by Fandrei in this action relating to Fandrei's military leave.

Jurisdiction and Venue

4. The Parties acknowledge the jurisdiction of the United States District Court for the Northern District of Illinois over the subject matter of this action and over the Parties for purpose of entering, and, if necessary, enforcing this Agreement.

5. Venue is proper in this judicial district for the purposes of this Agreement and proceedings relating to this Agreement. The Parties agree that all statutory conditions precedent to the institution of the lawsuit have been fulfilled.

Non-Admission

6. This Agreement is being entered into with the consent of the Parties and shall not constitute an adjudication of the merits of the case or be construed as an admission by United of any violations of USERRA.

Non-Discrimination

7. United, by and through its officials, agents, and employees, shall not fail or refuse to hire or promote any individual, discharge any employee, or take any adverse employment action against any employee, based on his or her past or present military service obligations, in violation of USERRA.

Non-Retaliation

8. United, by and through its officials, agents, and employees, shall not take any action against any person, including but not limited to Fandrei, that constitutes retaliation or interference with the exercise of such person's rights under USERRA because such person asserted his/her

rights under USERRA, or gave testimony or assistance or participated in any manner in any investigation or proceeding under USERRA.

Remedial Relief

9. United, by and through its officials, agents, and employees, agrees to credit Fandrei with the ten hours of sick leave.

Consideration

10. For and in return for the consideration he is to receive under this Agreement, the sufficiency of which is recognized, Fandrei fully and completely releases and discharges United and its past, present, and future, parents, subsidiaries, divisions, and affiliates, its or their officials, agents, and employees and employee benefit plans and their administrators and fiduciaries, from Fandrei's claim for the ten hours of sick leave as detailed in VETS Case No. IL-2014-00008-10-R. Fandrei specifically does not release or discharge United and its past, present, or future, parents, subsidiaries, divisions, and affiliates, its or their officials, agents, and employees and employee benefit plans and their administrators and fiduciaries, from any claim related to vacation accrual during military leave or pension contributions and accrual during military leave.

11. For and in return for the consideration he is to receive under this Agreement, Fandrei agrees to instruct the U.S. Department of Justice to close its investigation of VETS Case No. IL-2014-00008-10-R, and to return the investigative file to the Department of Labor with the instruction not to institute or pursue any further civil action under USERRA against United or its past, present, or future, parents, subsidiaries, divisions, and affiliates, its or their officials, agents, and employees and employee benefit plans and their administrators and fiduciaries, for the ten hours of sick leave.

Miscellaneous

12. The Parties shall bear their own costs and expenses of litigation, including attorneys' fees.

13. If any provision of this Agreement is found to be unlawful, only the specific provision in question shall be affected, and the other provisions will remain in full force and effect.

14. This Agreement constitutes the entire agreement and commitment of the Parties. Any modifications to this Agreement must be mutually agreed upon and memorialized in a writing signed by the Parties.

15. The Parties agree that this Agreement may be made public in its entirety, and the Parties expressly consent to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

Effective Date

16. The effective date of this Agreement shall be the date upon which Fandrei files his Notice of Voluntary Dismissal with Prejudice.

We hereby agree to the terms and conditions of the foregoing Settlement Agreement.

(This document may be signed in counterparts, and may be signed via facsimile and/or portable document format (.pdf). A copy of a signature shall be as valid as the original.)



DANIEL FANDREI
Plaintiff

Dated: 19 Jun 17

SHEILA P. FREDERICK
Counsel, Labor and Employment
United Air Lines, Inc.
233 South Wacker Dr.
Chicago, Illinois 60606
sheila.frederick@united.com
(872) 825-7654

Dated: _____

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DANIEL FANDREI
Plaintiff

Dated: _____



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Dated: 6/19/17

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Dated: June 16, 2017

Dated: _____

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Dated: 6/19/2017

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