

## SETTLEMENT AGREEMENT

**RE: Raphael Pirker, 2012EA210019**

On January 16, 2015, Raphael Pirker (“Respondent”) and the Federal Aviation Administration (“FAA”) agreed to settle the above referenced case without further proceedings. The terms of the settlement agreement are as follows:

1. Respondent agrees to pay \$1,100.00 (the “settlement proceeds”) by January 22, 2015, to the FAA in full and final settlement of this matter. The settlement proceeds will be paid to the FAA via wire transfer.
2. Upon execution of this settlement agreement, the FAA will issue an Amended Order of Assessment, with a reduced civil penalty in the amount of \$1,100.00, containing the same factual allegations and the findings of violation made in the June 27, 2013 Order of Assessment, with the exception of the following allegations which shall be omitted:
  - a. 9(a), 9(c), 9(d), 9(e), 9(f), 9(i), 9(l), and 10.

The following line shall be inserted into the Amended Order of Assessment:

Respondent does not admit to any allegation of fact or law herein, and by not contesting this Amended Order of Assessment is resolving the matter solely to avoid the expense of litigation.

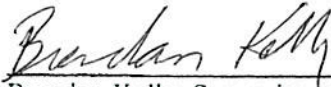
3. It is understood and agreed that neither Respondent’s execution of this settlement agreement nor payment of the settlement proceeds constitutes Respondent’s admission of any of the facts or regulatory violations alleged in the FAA’s June 27, 2013 Order of Assessment or the Amended Order of Assessment that will issue pursuant to this settlement agreement. Respondent is resolving this matter to avoid the expense of litigation.
4. Upon execution of this settlement agreement and the FAA’s filing of its Amended Order of Assessment, Respondent will withdraw with prejudice his appeal of the June 27, 2013 Order of Assessment that he filed with the National Transportation Safety Board on July 16, 2013 and that is currently docketed as Case No. CP-217RM.
5. Respondent will not contest the amount or validity of the settlement proceeds due under this agreement nor will he contest any of the factual allegations or findings of violation made in the Amended Order of Assessment in any administrative or judicial forum.
6. The parties agree to bear their own costs in connection with this matter. Respondent agrees not to initiate any litigation under any statutory provision or rule to collect legal fees or costs arising from or related to this case. Respondent further agrees

to waive all potential causes of action against the FAA, its employees and agents, both past and present, arising from or related to the referenced proceeding.

7. Both Respondent and the FAA (by its counsel) have reviewed the terms of this settlement agreement, understand its terms, and voluntarily agree to all its terms.

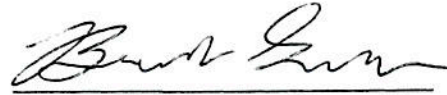
8. This agreement accurately reflects the terms of the settlement between the parties and is binding on the parties and is in final resolution of the above-referenced matter. Respondent understands that there will be no further review of this matter in any forum.

9. This settlement agreement may be executed in counterparts, which when taken together as whole, shall constitute a final, binding document. Electronic and facsimile copies shall be deemed to be originals.

  
Brendan Kelly, Supervisory Attorney  
Federal Aviation Administration

Date: 1/22/15

  
Raphael Pirker, Respondent  
Date: 20 Jan 2015

  
Brendan M. Schulman, Counsel for  
Respondent

Date: 1/21/15