



**Issue Date: 12 August 2013**

**CASE NO.: 2012-FRS-76**

**IN THE MATTER OF**

**JERROD MATTOX**

**Complainant**

**v.**

**THE KANSAS CITY SOUTHERN RAILWAY COMPANY**

**Respondent**

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

This matter arises out of a complaint of retaliation filed pursuant to the employee protection provisions of the Federal Rail Safety Act, ("FRSA") 49 U.S.C. §20109.<sup>1</sup> It was scheduled to be heard before the undersigned administrative law judge commencing on May 6, 2013, but the parties filed a Settlement Agreement ("Settlement Agreement") on July 22, 2013. See 29 C.F.R. § 1982.111.

The regulations implementing the FRSA address settlement. Specifically 29 C.F.R. §1982.111(d) (2) states:

At any time after the filing of objections to the Assistant Secretary's findings and/or order, the case may be settled if the participating parties agree to a settlement and the settlement is approved by the ALJ if the case is before the ALJ...A copy of the settlement will be filed with the ALJ...

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<sup>1</sup> The governing regulations are at 29 C.F.R. Part 1982.

A settlement approved by the administrative law judge shall constitute the final order of the Secretary and may be enforced pursuant to 29 C.F.R. § 1982.113 in Federal District Court. 29 C.F.R. § 1982.111(e).

The Settlement resolves the controversy arising from the complaint of Jerrod Mattox (the Complainant) against The Kansas City Southern Railway Company (the Respondent). This Settlement is signed by the Complainant, Counsel for Complainant and Respondent. The settlement provides that the Complainant will release the Respondent from claims arising under the FRSA as well as various other laws. This Order, however, is limited to whether the terms of the Settlement are a fair, adequate and reasonable settlement of the Complainant's allegations that the Respondent violated the FRSA. As was stated in *Poulos v. Ambassador Fuel Oil Co. Inc.*, Case No. 86-CAA-1, Sec. Order, (Nov. 2, 1987):

The Secretary's authority over the settlement agreement is limited to such statutes as are within [the Secretary's] jurisdiction and is defined by the applicable statute. See *Aurich v. Consolidated Edison Company of New York, Inc.*, Case No. 86-CAA-2, Secretary's Order Approving Settlement, issued July 29, 1987; *Chase v. Buncomb County, N.C.*, Case No. 85-SWD-4, Secretary's Order on Remand, issued November 3, 1986.

The Settlement provides that the Respondent shall make payment to the Complainant of the amounts agreed upon. The parties represent that the compensation terms are fair and reasonable in relation to the claim. The settlement also provides for payment of Counsel for Complainant's attorney's fees and litigation costs, which are hereby approved. The Settlement also provides that Complainant will release any and all claims against the Respondent arising out of his employment with the Respondent, with the exception of his FELA claim, and accordingly, the Complainant's FRS claim will be dismissed with prejudice.

The Complainant and Respondent were ably represented by counsel. The Complainant represents his understanding of the Settlement Agreement's provisions and voluntarily accepts the settlement. Having reviewed the Settlement Agreement, I find the provisions are fair, adequate and not contrary to the public interest. Further, the settlement supports a finding that the

complaint be dismissed with prejudice. Accordingly, approval of the agreement is appropriate. Upon my approval, the parties shall implement their settlement as specifically stated in the Settlement Agreement. This Decision and Order shall have the same force and effect as one made after a full hearing on the merits.

**ORDER**

Accordingly, **IT IS HEREBY ORDERED** that:

1. The Settlement Agreement is **APPROVED**;
2. The complaint is **DISMISSED WITH PREJUDICE**;

**ORDERED** this 12<sup>th</sup> day of August, 2013, at Covington, Louisiana.

LEE J. ROMERO, JR.  
Administrative Law Judge