



Issue Date: 12 August 2013

CASE NO.: 2013-FRS-20

IN THE MATTER OF

JERROD MATTOX

Complainant

v.

DOCTORS ON-CALL PHYSICIAN CASE MANAGEMENT SERVICES, LLC

and

DR. SCOTT JONES

and

JAYNE DUVALEUS

Respondents

**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. §20109.¹ It was scheduled to be heard before the undersigned administrative law judge commencing on May 6, 2013, but the parties filed a Release and Settlement of all Claims and Indemnity Agreement ("Settlement Agreement") on July 22, 2013. See 29 C.F.R. § 1982.111.

¹ The governing regulations are at 29 C.F.R. Part 1982.

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...

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 Doctors On-Call Physician Case Management Services, LLC, and Dr. Scott Jones and Jayne Duvalous (the Respondents). This settlement is signed by the Complainant, as well as a Notary Public. The settlement provides that the Complainant will release the Respondent from claims arising under the FRSA as well as various other events, for the sole consideration of \$2,000.00. 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 Respondents 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 Respondents 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 that Complainant will release any and all claims against the Respondents arising out of claims of any kind

related to the events of June 15, 2012. Accordingly, the Complainant's claims 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^t day of August, 2013, at Covington, Louisiana.

LEE J. ROMERO, JR.
Administrative Law Judge