



Issue Date: 29 August 2013

CASE NO.: 2013-STA-00023

In the Matter of:

NANCY NORMAN,
Complainant,

vs.

HOOSIER AIR TRANSPORT, INC., *et al.*,
Respondents.

DECISION AND ORDER APPROVING SETTLEMENT

This matter is before me on a request by Nancy Norman, the Complainant, for a hearing before the Office of Administrative Law Judges (“OALJ”) under the employee protection provision of the Surface Transportation Assistance Act of 1982 (“STAA”), 49 U.S.C. § 31105, as amended by the Implementing Recommendations of the 9/11 Commission Act of 2007, Pub. L. No. 110-53, and the regulations promulgated at 29 C.F.R. Part 1978. The STAA prohibits covered employers from discharging or otherwise discriminating against employees who have engaged in certain protected activities with regard to their terms and conditions of employment.

The Complainant filed a complaint with the Occupational Safety and Health Administration (“OSHA”) on June 11, 2012, alleging that she had been terminated by the Respondents, Hoosier Air Transport, Inc. and Wade Day after engaging in protected activity. The Regional Administrator for OSHA issued a determination on February 11, 2013, finding that the Complainant was not terminated and voluntarily resigned from her position and dismissing her complaint. The Complainant filed a timely request for a hearing on February 18, 2013.

This case was originally set for hearing before Judge Russell Pulver on August 27, 2013, in Phoenix, Arizona. On May 23, 2013, Judge Pulver stayed the proceedings after granting a joint motion from the parties for a stay pending the outcome of settlement discussions with a settlement judge. Judge Pulver also transferred the case to me for hearing in the event the case did not settle. On the same day, I ordered the parties to file a report advising me of the status of their settlement discussions. The parties advised me that they had reached a settlement of their differences, and I ordered them to submit the settlement agreement to me for review and approval. The parties filed the settlement agreement on August 28, 2013.

Pursuant to § 31105(b)(2)(C) of the STAA, “[b]efore the final order is issued, the proceeding may be ended by a settlement agreement made by the Secretary, the complainant, and the person alleged to have committed the violation.” Under regulations implementing the STAA, the parties may settle a case at any time after the filing of objections to the Assistant Secretary's findings “if the participating parties agree to a settlement and the settlement is approved by the ALJ... .” 29 C.F.R. § 1978.111(d)(2). Under the STAA a settlement agreement cannot become effective until its terms have been reviewed and determined to be fair, adequate, and reasonable, and in the public interest. *Tankersly v. Triple Crown Services, Inc.*, 1992-STA-8 (Sec'y Feb. 18, 1993).

I have reviewed the “Indemnifying Agreement, Release, and Covenant Not to Sue” (“Settlement Agreement”) filed by the parties on August 28, 2013, and find it to be fair, reasonable, and adequate and have determined that it constitutes a fair, adequate and reasonable settlement of the complaint and is in the public interest.

Accordingly, the Settlement Agreement is hereby APPROVED and the complaint is DISMISSED WITH PREJUDICE. Pursuant to 29 C.F.R. § 1978.111(e), my approval of the Release and Settlement Agreement becomes the final order in this case.

JENNIFER GEE
Administrative Law Judge