



**Issue Date: 16 May 2017**

CASE NO.: 2017-STA-00025

*In the Matter of:*

THOMAS CRITCHETT,  
Complainant,

vs.

STONEWAY ELECTRIC SUPPLY,  
Respondent.

**DECISION AND ORDER APPROVING SETTLEMENT AGREEMENT**

This complaint was brought by Thomas Critchett (“Complainant”) against Stoneway Electric Supply alleging a violation of the whistleblower protection provisions of the Surface Transportation Assistance Act, 49 U.S.C. § 31105 (“STAA”). On November 25, 2016, the Occupational Safety and Health Administration (“OSHA”) issued findings dismissing the complaint. Complainant filed a timely request for a hearing before the Office of Administrative Law Judges and the case was assigned to me. Complainant is self-represented. This case was scheduled to go to hearing before me on June 29, 2017, in Seattle, Washington, but on May 12, 2017, I vacated the hearing after receiving a signed settlement agreement. In my order vacating the hearing, I indicated that the settlement agreement would be approved or disapproved in a subsequent order.

Per 29 C.F.R. § 1978.111(d)(2), the parties may settle a case at any time following the filing of objections to OSHA’s findings if the settlement is approved by the adjudicating body with jurisdiction over the case. If the settlement is approved, it becomes the final order of the Secretary. 29 C.F.R. § 1978.111(e). Reviewing the agreement, two points of clarification are necessary. Originally, Complainant filed complaints under both the STAA and the Occupational Safety and Health Act, 29 U.S.C. § 660(c). Both were dismissed. The appellate deadlines for the two Acts differ, and more importantly, the appeals take different routes. STAA appeals must be made within 30 days and go to OALJ while Occupational Safety and Health Act appeals must be made within 15 days and are processed internally at OSHA. Complainant missed the Occupational Safety and Health Act deadline, but complied with the STAA deadline. Thus, OSHA’s dismissal is the final order on the Occupational Safety and Health Act complaint and there is nothing to settle. Even if there were, my jurisdiction is limited to the STAA complaint. My approval, then, is limited to the STAA complaint that is pending before me.

Second, Complainant and Respondent have also entered into a separate settlement that covers Complainant's non-whistleblower complaints or causes of action. That settlement is not before me. At one point in the STAA settlement, the parties include language to the effect that "OSHA approves and incorporates in this STAA Settlement Agreement only the terms of the separate agreement pertaining to [the STAA and Occupational Safety and Health Act] under which this complaint was filed." To begin with, this complaint is now at OALJ, not OSHA. More importantly, I understand this provision to mean that I am not approving any part of the separate settlement that is not included in the settlement agreement before me. I do not read this provision as incorporating any provisions of such a separate settlement agreement that might relate to the STAA complaint and its settlement that are *not* present in the separate settlement before me. I cannot approve terms that I cannot review and over which I have not jurisdiction. There is no need for me to review settlement of issues beyond the STAA complaint, but if there is language bearing on the STAA settlement, I need to review it. Based on the context, the first, permissible reading of this language is more natural and so I adopt it here. If the parties meant something else by this provision and have additional terms that they have not submitted but want approved, they can ask for reconsideration and I will deny approval so they may submit the complete STAA settlement.

Subject to those clarifications, after reviewing the settlement agreement, I find that it appears to be reasonable, adequate and not the result of duress.<sup>1</sup> Accordingly, the settlement agreement is hereby APPROVED. The parties are ORDERED to implement the terms of the approved settlement agreement which are incorporated by reference into this Decision and Order.

It is specifically ORDERED that:

1. Stoneway Electric Supply shall pay to Complainant, Thomas Critchett, a lump sum amount of \$12,500.00.
2. This case is DISMISSED with prejudice.

JENNIFER GEE  
Administrative Law Judge

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<sup>1</sup> The settlement refers to an attached letter of reference that has been furnished to Complainant. It is not included in the settlement documents before me, but I find that this is not an impediment to approval.