U.S. Department of Labor

Administrative Review Board
200 Constitution Avenue, N.W.
Washington, D.C. 20210

In the Matter of:

STEVEN BOUDRIE,

COMPLAINANT,

v.

COMMONWEALTH EDISON COMPANY,

&

BECHTEL CONSTRUCTION COMPANY,

RESPONDENTS.

CASE NO. 94-ERA-15

DATE: March 7, 1997

[Editor's note: Correct Case No. is 1995-ERA-15]

BEFORE: THE ADMINISTRATIVE REVIEW BOARD

FINAL ORDER APPROVING SETTLEMENT AND DISMISSING COMPLAINT

This case arises under the employee protection provision of the Energy Reorganization Act of 1974 (ERA), as amended, 42 U.S.C. § 5851 (1988 and Supp. IV 1992). The Complainant Steven Boudrie and Respondent Bechtel Construction Company (Bechtel) submitted a Settlement Agreement and General Release pursuant to our Order of January 30, 1997, seeking approval of the settlement and dismissal of the complaint against Bechtel only. The agreement does not prohibit or restrict the Complainant from participating in any state or federal administrative, judicial, or legislative proceeding with respect to any claims or matters, including any remaining or future claims against Respondent Commonwealth Edison Company. *See* ¶ 5. The Administrative Law Judge (ALJ) issued a Recommended Decision and Order on December 11, 1995, recommending that the settlement be approved.

The request for approval is based on an agreement entered into by the parties, therefore, we must review it to determine whether the terms are a fair, adequate and reasonable settlement of the complaint. 42 U.S.C. § 5851(b)(2)(A) (1988). *Macktal v. Secretary of Labor*, 923 F.2d 1150, 1153-54 (5th Cir. 1991); *Thompson v. U.S. Dep't of Labor*, 885 F.2d 551, 556 (9th Cir. 1989); *Fuchko and Yunker v. Georgia Power Co.*, Case Nos. 89-ERA-9, 89-ERA- 10, Sec. Order, Mar. 23, 1989, slip op. at 1-2.

The agreement appears to encompass the settlement of matters arising under various laws, only one of which is the ERA. See ¶ 4. For the reasons set forth in *Poulos v. Ambassador Fuel Oil Co., Inc.*, Case No. 86-CAA-1, Sec. Order, Nov. 2, 1987, slip op. at 2, we have limited our review of the agreement to determining whether its terms are a fair, adequate and reasonable settlement of the Complainant's allegations that Respondent violated the ERA.

We find that the agreement, as here construed, is a fair, adequate and reasonable settlement of the complaint. Accordingly, we APPROVE the agreement and DISMISS THE COMPLAINT against Respondent Bechtel WITH PREJUDICE. See ¶ 3.

SO ORDERED.

DAVID A. O'BRIEN
Chair

KARL J. SANDSTROM
Member

JOYCE D. MILLER
Alternate Member