

**U.S. Department of Labor**

Office of Administrative Law Judges  
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**Issue Date: 16 June 2014**

**OALJ Case No.: 2013-AIR-00018**

*In the Matter of:*

**MARTIN CAMPANELLA,**  
*Complainant*

v.

**METROPOLITAN AVIATION, LLC,**  
*Respondent*

**Appearances:**

**David Wachtel, Esq.**  
**Lauren Mendosa, Esq.**  
**Washington, D.C.**  
**For the Complainant**

**Garth W. Wainman, Esq.**  
**Matthew A. Westover, Esq.**  
**Prince William, Virginia**  
**For the Respondent**

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

This matter arises out of a claim filed under the employee protection provisions of the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century, (Public Law 106-181), Subsection 42121 (b) (2) (A) (“AIR21”).

The Department of Labor Occupational Safety & Health Administration conducted an investigation into Complainant’s August 20, 2010 complaint and issued Findings and Preliminary Order and on July 22, 2013. Respondent appealed. A *de novo* formal hearing in this matter scheduled for May 13, 2014 in Washington, D.C. was cancelled upon notice that the

parties had reached a settlement in the case.<sup>1</sup> On June 13, 2014, the parties submitted an executed Confidential Agreement and Release (Settlement) for my review and requested the case be dismissed with prejudice.<sup>2</sup>

The Settlement resolves the controversy arising from the complaint of Martin Campanella (“Complainant”) against Metropolitan Aviation, LLC (Respondent”). This Settlement is signed by Complainant, as well as counsel for Respondent. The Settlement provides that Complainant will release Respondent from claims arising under AIR21 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 Complainant’s allegations that Respondent violated AIR21.<sup>3</sup>

The Settlement provides that Respondent shall make installment payments to 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 Respondent related to the matters at issue in this case and specifically that the present action shall be dismissed with prejudice.

Having been advised of the settlement terms and having reviewed the Settlement, noting that the parties are represented by counsel, I find the terms of the Settlement to be fair, adequate, reasonable, and not contrary to public policy. The terms and conditions of the settlement agreement are adopted and incorporated by reference into this Decision and Order, and the Settlement Agreement is hereby approved. Upon my approval, the parties shall implement the terms of the Settlement as stated in the Settlement. This Decision and Order shall have the same force and effect as one made after a full hearing on the merits.

Accordingly, **IT IS HEREBY ORDERED** that the Confidential Agreement and Release filed on June 13, 2014 is **APPROVED**, and thereby becomes the final order of the Secretary and may be enforced pursuant to 29 C.F.R. §1982.113.

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<sup>1</sup> 29 C.F.R. § 1982.111(d)(1) states that at any time after the filing of objections to the Assistant Secretary’s findings and preliminary order, the case may be settled, and, if the case is before an administrative law judge, the settlement is contingent upon the approval of the administrative law judge. Any settlement approved by the administrative law judge becomes the final order of the Secretary. 29 C.F.R. § 1982.111(e).

<sup>2</sup> The parties have designated the settlement agreement to be confidential business information. The parties are afforded the right to request that information be treated as confidential commercial information where, as here, they are required to submit information involuntarily. 20 C.F.R. § 70.26(b) (2001). The DOL is then required to take steps to preserve the confidentiality of that information, and must provide the parties with predisclosure notification if a FOIA request is received seeking release of that information. Accordingly, the Settlement in this matter will be placed in an envelope marked “PREDISCLOSURE NOTIFICATION MATERIALS.” Consequently, before any information in this file is disclosed pursuant to a FOIA request, the DOL is required to notify the parties to permit them to file any objections to disclosure. *See* 29 C.F.R. § 70.26 (2001). Furthermore, the undersigned will refrain from discussing specific terms or dollar amounts contained in the Settlement.

<sup>3</sup> As 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.” I have therefore limited my review of the Settlement to determining whether the terms thereof are a fair, adequate and reasonable settlement of the Complainant’s allegation that the Respondent had violated AIR21.

**IT FURTHER ORDERED** that the complaint filed in this matter is **DISMISSED WITH PREJUDICE**, and that counsel for Complainant is allowed to withdraw as counsel of record following completion of his professional duties necessary to implementing the Settlement on behalf of his client.

SO ORDERED:

STEPHEN R. HENLEY  
Administrative Law Judge