



Issue Date: 07 December 2020

Case No.: 2020-AIR-00020

In the Matter of:

MATTHEW DUNCAN,
Complainant,

v.

PIEDMONT AIRLINES INC.,
Respondent.

**DECISION AND ORDER APPROVING THE SETTLEMENT AGREEMENT AND
DISMISSING THE COMPLAINT WITH PREJUDICE**

This matter arises under the employee protection provisions of Section 519 of the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century, 49 U.S.C. § 42121 (“the Act”), as implemented by 29 C.F.R. Part 1979.

On June 16, 2020, the U.S. Department of Labor, Occupational Safety and Health Administration (“OSHA”), acting as agent for the Secretary of Labor (“Secretary”), issued its letter detailing the results of its investigation into Mr. Duncan’s complaint against Piedmont Airlines. By letter dated July 21, 2020, Complainant objected to the Secretary’s findings and requested a de novo hearing before an administrative law judge pursuant to 29 C.F.R. § 1979.106. The matter was then assigned to me for adjudication.

On November 30, 2020, I received parties’ Settlement and Release Agreement (hereinafter “Settlement Agreement”). The settlement agreement is signed by the Complainant and the Vice President of Flight Operations for Piedmont Airlines Inc.¹ The Settlement Agreement provides

¹ The parties have designated the Settlement Agreement as confidential. Consistent with 29 C.F.R. § 70.26 (2017) and Executive Order 12,600, “Predisclosure Notification Procedures for Confidential Commercial Information” (Exec. Or. 12,600, 52 Fed. Reg. 23781, 3 C.F.R., 1988 Comp., 235), the materials contained in the Settlement Agreement will be placed in a sealed envelope marked “Confidential Settlement Materials—Confidential Commercial Information. See 29 C.F.R. § 70.26.” In general, confidential commercial information will be disclosed under the Freedom of Information Act (“FOIA”) only in accordance with 29 C.F.R. § 70.26 and Executive Order 12,600. Pursuant to 29 C.F.R. § 70.26(a), a submitter of confidential commercial information must use good-faith efforts to designate any portions of its submission that it considers to be protected from disclosure under Exemption 4. The Department of Labor (“Department”) will provide a submitter with prompt written notice of a FOIA request that seeks its confidential commercial information whenever required under 29 C.F.R. § 70.26(d), except as provided in 29 C.F.R. § 70.26(g), in order to give the submitter an opportunity to object in writing to disclosure of any specified portion of that information under paragraph 29 C.F.R. § 70.26(e).

that Complainant releases the Respondent from claims arising under the Act as well as various other laws.²

Having reviewed the Settlement Agreement in full and noting that attorneys represent both parties, I find that the Settlement Agreement's terms are fair, adequate, reasonable, and consistent with public policy. Therefore, I hereby approve 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

Based on the foregoing, the Settlement Agreement is **APPROVED** and the complaint filed in this matter is **DISMISSED WITH PREJUDICE**.

SO ORDERED.

LARRY S. MERCK
Administrative Law Judge

² 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." Consequently, my review of the Settlement Agreement is limited to determining whether its terms are a fair, adequate, and reasonable settlement of the Complainant's complaint under the Act.