



Issue Date: 03 June 2020

CASE NO: 2016-ERA-9

In the Matter of:

ANDREW VOIGT,
Complainant

v.

WESTINGHOUSE ELECTRIC COMPANY,
Respondent

**ORDER APPROVING SETTLEMENT AGREEMENT
AND DISMISSING CASE WITH PREJUDICE**

The above captioned case was scheduled for hearing on April 17, 2017 in Pittsburgh, Pennsylvania. On March 29, 2017, Westinghouse Electric Company LLC (“Westinghouse”) filed a voluntary petition under chapter 11 of the United States Bankruptcy Code. Upon the filing of Westinghouse’s chapter 11 petition, an automatic stay went into effect with respect to pending and potential claims against Westinghouse pursuant to 11 U.S.C. § 362 and the hearing was cancelled. On May 29, 2020, the parties filed a notice of settlement with the undersigned, requesting that the agreement be approved and the case be dismissed with prejudice. The agreement provides, *inter alia*, that Complainant shall have an Allowed Class 3A General Unsecured Claim in the amount of \$380,000.00 and that Complainant releases Respondent from claims arising under the Act.

The agreement must be reviewed to determine whether the terms are a fair, adequate and reasonable settlement of the complainant’s allegations. *See, e.g., Poulos v. Ambassador Fuel Oil Co., Inc.*, Case No. 86-CAA-1, Sec. Order, November 2, 1987, slip opin. at 2 and *Bunn v. MMR/Foley*, 89-ERA-5 (Sec’y Aug. 2, 1989). Moreover, review and approval of the settlement is limited to matters arising under the employee protection provisions under the jurisdiction of the Department of Labor, in this case the Energy Reorganization Act. *Mills v. Arizona Public Service Co.*, 92-ERA-13 (Sec’y Jan. 23, 1992); *Anderson v. Kaiser Engineers Hanford Co.*, 94-ERA-14 (Sec’y Oct. 21, 1994); and, *Poulos, supra*.

I find that that the provisions of the settlement agreement are fair, adequate, reasonable and not contrary to the public interest. Accordingly, I approve the parties’ settlement and grant the parties’ motion for dismissal of the complaint with prejudice. The parties shall implement the terms of the approved settlement as specifically stated in their agreement. This Order shall have the same force and effect as one made after a full hearing on the merits.

ORDER

Wherefore, it is ordered that:

1. The Settlement Agreement is **APPROVED**; and
2. The Complaint is **DISMISSED WITH PREJUDICE**.

DREW A. SWANK
Administrative Law Judge