



**Issue Date: 06 May 2016**

Case No.: 2014-NTS-3

In the Matter of:

MARK PRY,  
Complainant,

v.

METRO RTA,  
Respondent.

**ORDER APPROVING SETTLEMENT AGREEMENT**

This proceeding arises from a claim of National Transit Systems Security Act of 2007, 6 U.S.C. § 1142 (enacted as part of The Implementing Recommendations of the 9/11 Commission Act of 2007, ("9/11 Act") Public Law No: 110-053. (Aug. 3, 2007)). Pursuant to my November 4, 2015, Notice of Hearing and Prehearing Order, this matter was scheduled for hearing on April 12, 2016, in Akron, Ohio. On April 5, 2016, I received notice that the parties had reached a full and final settlement of their claim. Accordingly, on April 6, 2016, I issued an Order Cancelling Hearing, in which I directed the parties to file their settlement agreement within 30 days of the issuance of the Order.

On April 27, 2016, I received the parties' Settlement Agreement and Release (the "Settlement Agreement"), which indicates that they have resolved all disputed issues in this claim. The Settlement Agreement is signed by Mark Pry ("Complainant") and Richard M. Enty, for the Metro Regional Transit Authority ("METRO"). The Settlement Agreement is incorporated and made part of this Order Approving Settlement Agreement.

According to the terms of the Settlement Agreement, *inter alia*, METRO agrees to pay Complainant the total amount of \$300,000.00. METRO will issue one check to Complainant in the amount of \$200,000.00 for his alleged emotional pain and suffering, within 30 days of the later of Complainant's execution of this Agreement, the ALJ's approval of this Agreement, the approval of the METRO Board of Trustees, or the approval of the Ohio Transit Risk Pool. Complainant agrees that no interest shall accrue on this payment. METRO will report this amount to the Internal Revenue Service via and shall provide Complainant with a Form 1099 (Box 3) reflecting this amount. Contemporaneously, with the provision of the check to Complainant, a check will also be provided to Complainant's attorney, F. Benjamin Riek, Esq., in the amount of \$100,000.00 for attorney's fees and costs. This amount shall be reported to the

Internal Revenue Service via a Form 1099 (Box 14) and the same will be provided to Attorney Riek.

My review of the Settlement Agreement is limited to a determination of whether its terms are fair, adequate, and reasonable under the NTSSA.<sup>1</sup> The settlement must adequately protect the whistleblower and must not be contrary to the public interest. My authority over settlement agreements is limited to the statutes that are within my jurisdiction. Therefore, insofar as I approve the Settlement Agreement, my approval only extends to the terms of the Settlement Agreement pertaining to Complainant's current NTS case.

After careful consideration of the Settlement Agreement in its entirety, I find that its terms and conditions are fair, adequate, and reasonable under the NTSSA. I also find that its terms adequately protect Mr. Pry. Furthermore, I believe it is in the public interest to approve the Settlement Agreement as a basis for administrative disposition of this case.

The findings contained herein are based upon the agreed facts and representations contained in the Settlement Agreement.

### **ORDER**

In accordance with 29 C.F.R. § 1982.111,

**IT IS ORDERED** that the Settlement Agreement, is APPROVED, and the parties are directed to carry out its requirements. Accordingly, the complaint is **DISMISSED WITH PREJUDICE**. In accordance with the regulations, the settlement constitutes the final order of the Secretary of Labor<sup>2</sup> and may be enforced under 29 C.F.R. § 1982.113 (2012).

JOHN P. SELLERS, III  
Administrative Law Judge

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<sup>1</sup> See *Poulos v. Ambassador Fuel Oil Co.*, No. 91-ERA-25, slip op. at 2 (Sec'y of Labor, Nov. 4, 1991).

<sup>2</sup> 29 C.F.R. § 1982.111(e).