



Issue Date: 04 November 2015

In the Matter of:

RUSSELL W. JONES,
Complainant,

Case No.: 2015-NTS-00003

v.

METROPOLITAN COUNCIL,
Respondent.

ORDER APPROVING SETTLEMENT AGREEMENT

This matter arises under the National Transit Systems Security Act, 6 U.S.C. §1142 (“NTSSA”). Pursuant to my June 18, 2015, *Notice of Hearing and Prehearing Order*, this matter was scheduled for formal hearing on November 3-5, 2015, in Minneapolis, MN. On July 8, 2015, the hearing was rescheduled for March 15-17, 2016, pursuant to a request from Respondent. On October 2, 2015, I received notice that the parties had reached a full and final settlement of their claims. Accordingly, on October 6, 2015, I issued an *Order Canceling Hearing and Requiring Filing of Settlement*, in which I directed the parties to file their settlement agreement within 30 days of the issuance of the order.

On October 29, 2015, 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 Russell Jones (“Complainant”) and Brian Lamb, General Manager for the Metro Transit Division of Metropolitan Council (“Respondent”).

According to the terms of the Settlement Agreement, Respondent agrees to pay Complainant \$1,250.00, with \$824 designated as non-wage damages for past medical expenses and \$426.00 designated as wage damages. Each party agrees to be responsible for its own fees and expenses, including attorney fees. Respondent agrees to pay the settlement amount within thirty days of receiving notice of final approval of the agreement. The wage damages will be paid through Council’s payroll process, and taxes will be withheld. Complainant agrees that he is fully responsible for taxes due and for any interest or penalties that may arise from the settlement payments. The parties agree that upon final approval of this Settlement Agreement, Complainant’s claims will be fully released and settled. The agreement does not release any claims that Complainant may have against Dr. Mike Hanen-Smith or River Lake Clinic LLC, nor does it impact Complainant’s ability to use standard Council procedures to seek to have the requirement that he wear glasses while driving removed.

My review of the Settlement Agreement is limited to a determination of whether its terms are fair, adequate, and reasonable under the NTSSA.¹ 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, I find that its terms and conditions are fair, adequate, and reasonable under the NTSSA. I also find that its terms adequately protect Mr. Jones. 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 and attachments, copies of which are attached hereto, incorporated herein, and made part hereof.

ORDER

In accordance with 29 C.F.R. § 1982.111, it is hereby **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 Labor² and may be enforced under 29 C.F.R. § 1982.113 (2012).

IT IS SO ORDERED.

CHRISTINE L. KIRBY
Administrative Law Judge

Washington, D.C.

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

² 29 C.F.R. § 1982.111(e).