



Issue Date: 22 April 2016

CASE NO.: 2016-NTS-00001

In the Matter of:

SUSAN K. RICE,
Complainant

v.

METRO REGIONAL TRANSIT AUTHORITY, et al.,
Respondents

**ORDER APPROVING SETTLEMENT, DISMISSING COMPLAINT
AND CANCELLING HEARING**

The above-styled proceeding arose under the employee protection provisions of the National Transit Systems Security Act of 2007, 6 U.S.C. § 1142, (“NTSSA” or the “Act”) and the implementing Regulations at 29 C.F.R. Part 1982. A hearing in this matter is scheduled for September 19, 2016, in Akron, Ohio. The undersigned received the parties *Comprehensive Settlement Agreement and Release of All Claims* (“the Settlement”) on April 13, 2016. The Agreement resolves the controversy arising from the complaint of Susan K. Rice (“Complainant”) against Metro Regional Transit Authority and Richard Enty (“Respondents”).

After considering the totality of the agreement, the undersigned finds it to be fair, adequate, and reasonable under the Act. It is noted, however, that some provisions of the Settlement appear to address matters beyond the scope of the NTSSA.¹ This Court’s authority over settlement agreements is limited to the statutes that are within its jurisdiction as defined by the applicable delegation of authority.² Therefore, the undersigned’s approval is limited to terms of the Settlement which relate to Complainant’s current NTS case.

Paragraph 13(g) of the Settlement provides that it shall be construed and interpreted in accordance with the laws of the State of Ohio. The undersigned construes this provision as not limiting or attempting to limit the authority of the Secretary of Labor and any Federal Courts which shall be governed, in all respects, by the laws and regulations of the United States.³

¹ See, e.g., Settlement at paras. 5 and 6.

² Accord *Thompson v. Norfolk Southern Railway, Co.*, ARB No. 13-032, ALJ No. 2011-FRS-015, slip op. at 2 (ARB Feb. 28, 2013).

³ See *Hildebrand v. H.H. Williams Trucking, LLC*, ARB No. 11-030, ALJ No. 2010-STA-056, slip op. at 3 (ARB Sept. 206, 2011).

The parties have certified that the Settlement represents the entire agreement with Respect to Complainant's NTSSA claim.⁴

ORDER

Accordingly, the Settlement is incorporated into this Order by reference and is hereby **APPROVED**. IT IS ORDERED THAT:

1. Respondents shall pay for and on behalf of Respondents to Complainant the sum of three hundred eighty-seven thousand five hundred dollars (\$387,500.00), paid in the form of:
 - (a) One check to be paid as severance pay, in the amount of one hundred thousand dollars (\$100,000.00) made payable to Susan Rice, with all standard payroll tax deductions withheld; and
 - (b) One check to be paid as compensatory damages in the amount of one hundred eighty six thousand five hundred dollars (\$186,500.00), made payable to "Susan Rice; and
 - (c) One check to be paid as attorney's fees in the amount of one hundred one thousand dollars (\$101,000.00), made payable to John A. Tucker Co., L.P.A.
2. The complaint is **DISMISSED WITH PREJUDICE**;
3. The hearing scheduled for September 19, 2016, in Akron, Ohio, is **CANCELLED**.

DREW A. SWANK
Administrative Law Judge

⁴ See para. 13(f).