



In the Matter of:

**JEANNE SAYRE,**

**ARB CASE NOS. 99-091  
99-092**

**COMPLAINANT**

**ALJ CASE NO. 97-TSC-6**

**v.**

**DATE: September 30, 1999**

**ALYESKA PIPELINE SERVICE CO.,**

**and**

**VECO ENGINEERING,**

**RESPONDENTS.**

**BEFORE: THE ADMINISTRATIVE REVIEW BOARD**

**Appearances:**

*For the Complainants:*

A. Alene Anderson, Esq., *Project Law, Seattle, Washington*  
Sara L. Levitt, Esq., *Project Law, Washington, DC*

*For the Respondent, Alyeska Pipeline Service Co.:*

Charles P. Flynn, Esq., Thomas P. Owens, III, Esq., *Burr, Pease & Kurtz, Anchorage, Alaska*

*For the Respondent, VECO Engineering:*

Mary L. Pate, Esq., *Eide & Miller, Anchorage, Alaska*

**ORDER APPROVING SETTLEMENT AND DISMISSING CASE**

Complainant Jeanne Sayre filed complaints of retaliation against Alyeska Pipeline Service Company and VECO Engineering under the employee protection provisions of the Toxic Substances Control Act (TSCA), 15 U.S.C. §2622 (1994); the Water Pollution Control Act (WPCA), 33 U.S.C. §1367 (1994); the Clean Air Act (CAA), 42 U.S.C. §7622 (1994); the Solid

Waste Disposal Act (SWDA), 42 U.S.C. §6971, (1994).<sup>1/</sup> She alleged that Respondents unlawfully harassed her and terminated her employment because she engaged in certain protected activities. *Sayre v. Alyeska Pipeline Service Co.*, 1997-TSC-6, Rec. Dec. & Ord. at 1-2 (ALJ May 18, 1999). She also asserted that Respondents unlawfully failed to re-hire her for positions for which she was qualified. *Id.* at 2.

On May 18, 1999, an Administrative Law Judge issued a Recommended Decision & Order (R. D. & O.) in which he found that Respondents terminated Sayre's employment in violation of the employee protection provisions, but denied her claim that Respondents unlawfully blacklisted or refused to hire her. *Id.* at 46, 50, 54. The ALJ recommended that Respondents be ordered to pay back wages, compensatory damages and exemplary damages; expunge Sayre's personnel file of any negative references to protected activity; and post a copy of the Secretary of Labor's Decision and Order for a 60-day period on all bulletin boards on which official documents are posted. *Id.* at 61.

Both Alyeska and VECO filed petitions for review of the R. D. & O. with the Administrative Review Board pursuant to 29 C.F.R. §24.8. On September 2, 1999, we received Sayre's motion requesting approval of a settlement agreement and dismissal of the case. Attached was a settlement and release agreement signed by both Sayre and Respondents. Sayre asserts that the agreement constitutes the only agreement between and among the parties arising from the same facts that underlie this complaint. Sayre also states that the settlement is in full satisfaction of all claims for damages and attorney fees that she has against either Respondent.

We review the settlement agreement to determine whether the terms are a fair, adequate and reasonable settlement of the complaint. *See, e.g.*, 15 U.S.C. §2622(b)(2)(A). *Accord Thompson v. U.S. Dep't of Labor*, 885 F.2d 551, 556-557 (9th Cir. 1989); *Webb v. Numanco, LLC*, ALJ Case Nos. 1998-ERA-27 & 28, ARB Case No. 98-149, Final Order Approving Settlement and Dismissing Complaint, Jan. 29, 1999, slip op. at 2-3.

Initially, review of the agreement reveals that it may encompass the settlement of matters under laws other than the TSCA and CAA. *See* Settlement Agreement ¶¶ 5, 6. Our authority to review settlement agreements is limited to the statutes within our jurisdiction and is defined by the applicable statute. *Poulos v. Ambassador Fuel Oil Co., Inc.*, Case No. 86-CAA-1, Sec. Order, Nov. 2, 1987, slip op. at 2. We have therefore limited our review of the agreement to determining whether its terms are a fair, adequate and reasonable settlement of Sayre's allegations that Respondents violated the TSCA and CAA.

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<sup>1/</sup> The TSCA and CAA require that the Secretary must enter into or otherwise approve a settlement. *See* 15 U.S.C. §2622(b)(2)(A); 42 U.S.C. §7622(b)(2)(A). Neither the WPCA nor the SWDA contains such a requirement. *See Bidby v. Alyeska Pipeline Service Company*, ALJ Case No. 95-TSC-1, ARB Case Nos. 96-109, 97-015, Final Order Approving Settlement and Dismissing Complaint, Dec. 3, 1996, slip op. at 2 n.1. Therefore, we will only refer to TSCA and CAA.

Paragraphs 5 and 6 of the agreement refer to the settlement of both present and future claims. We construe this language to preclude Sayre from suing under the TSCA and CAA in the future only on claims or causes of action arising out of incidents occurring before the date of the agreement, except to the extent that Sayre has specifically refused to release future claims under ¶ 5.

The Board requires that all parties requesting settlement approval of cases arising under the TSCA and CAA provide the settlement documentation for any other claims arising from the same factual circumstances forming the basis of the federal claim, or to certify that the parties entered into no other such settlement agreements. *Biddy v. Alyeska Pipeline Service Company*, ALJ Case No. 95-TSC-7, ARB Case Nos. 96-109, 97-015, Final Order Approving Settlement and Dismissing Complaint, Dec. 3, 1996, slip op. at 3. Accordingly, the parties have certified that the agreement constitutes the entire and only settlement agreement with respect to Sayre's claims. See Settlement Agreement ¶ 8.

We find that the agreement, as so construed, is a fair, adequate, and reasonable settlement of the complaint. Accordingly, we **APPROVE** the agreement and **DISMISS THE COMPLAINT WITH PREJUDICE**. See Settlement Agreement ¶ 2.

**SO ORDERED.**

**PAUL GREENBERG**  
Chair

**E. COOPER BROWN**  
Member

**CYNTHIA L. ATTWOOD**  
Member