

U.S. Department of Labor

Office of Administrative Law Judges
90 Seventh Street, Suite 4-800
San Francisco, CA 94103-1516

(415) 625-2200
(415) 625-2201 (FAX)



Issue Date: 31 March 2009

CASE NO.: 2009-AIR-00005

In the Matter of:

GLEN M. HOWELL,
Complainant,

vs.

FRONTIER FLYING SERVICE, INC.,
Respondent.

Appearances: Glen Howell,
Pro se

Marc Wilhelm, Esquire,
For the Respondent

Before: Jennifer Gee
Administrative Law Judge

DECISION AND ORDER APPROVING SETTLEMENT

This proceeding before the Office of Administrative Law Judges (“OALJ”) was initiated on November 21, 2008, when Respondent, Frontier Flying Service, Inc., requested a hearing before the OALJ challenging the decision issued by the Regional Administrator in a complaint filed by the Complainant under the whistleblower protection provision of the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century, (“AIR21”) finding that Respondent violated AIR21 when it discharged the Complainant. 49 U.S.C. § 42121

This case was set for hearing on April 15, 2009, before me in Anchorage, Alaska. I vacated the hearing on February 9, 2009, after receiving a Notice of Dismissal signed by both parties asking me to dismiss this case because the parties had settled the matter. In my February 9, 2009, Order, I informed the parties that under 29 C.F.R. § 1979.111(d)(2), I had to review the settlement agreement before the case could be dismissed and ordered them to submit the settlement agreement to me.

On February 27, 2009, Respondent filed the settlement agreement, which was entitled “Confidential Release of All Claims” (“Release”). I reviewed the terms of the Release and found the terms to be a fair, adequate, and reasonable settlement of the Complainant’s AIR 21

complaint. However, I found the Release to be deficient because though the Release identified both the Complainant and Respondent as being parties to the Release and had terms that required action by both parties, it was only signed by the Complainant. I informed the parties of my concerns about the Release in an order issued March 12, 2009. Subsequently, during a telephone conference call on March 20, 2009, I informed the Complainant and counsel for Respondent that I would not dismiss this case unless Respondent either also signed the Release or filed a supplement acknowledging that it was also bound by the terms of the Release.

On March 30, 2009, I received a supplement to the Release that was signed by Respondent's President. Since Respondent has now cured the deficiency in the Release, it is hereby ORDERED the settlement in this case is APPROVED, and this case is DISMISSED WITH PREJUDICE.

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JENNIFER GEE
Administrative Law Judge