



Issue Date: 09 May 2016

CASE NO.: 2016-CFP-1

IN THE MATTER OF

KASEY L. RING

Complainant

v.

J.P. MORGAN CHASE BANK

Respondent

**DECISION AND ORDER APPROVING SETTLEMENT
AND CANCELLING FORMAL HEARING**

This case arose from a claim of whistleblower protection under the employee protection provisions of Section 519 of the Consumer Financial Protection Act of 2010 (CFPA), Section 1057 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, 12 U.S.C. § 5667 (2012).

The case is presently scheduled for formal hearing on July 19, 2016, in Salt Lake City, Utah.

However, on April 28, 2016, the parties filed a "Stipulation of Dismissal With Prejudice" and a "Settlement and Release Agreement" which resolves all issues raised in this matter.

The Settlement resolves the controversy arising from the complaint of Kasey Ring (the Complainant) against the J.P. Morgan Chase Bank (the Respondent). This Settlement is signed by the Complainant and a representative of Respondent. The settlement provides that the Complainant will release the Respondent from claims arising under the CFPA as well as various other laws. This Order, however, is limited to whether the

terms of the Settlement are a fair, adequate and reasonable settlement of the Complainant's allegations that the Respondent violated the CFPA. As was stated in *Poulos v. Ambassador Fuel Oil Co. Inc.*, Case No. 86-CAA-1, Sec. Order, (Nov. 2, 1987):

The Secretary's authority over the settlement agreement is limited to such statutes as are within [the Secretary's] jurisdiction and is defined by the applicable statute. See *Aurich v. Consolidated Edison Company of New York, Inc.*, Case No. 86-CAA-2, Secretary's Order Approving Settlement, issued July 29, 1987; *Chase v. Buncomb County, N.C.*, Case No. 85-SWD-4, Secretary's Order on Remand, issued November 3, 1986.

The Settlement provides that the Respondent shall make payment to the Complainant of the amounts agreed upon. The parties represent that the compensation terms are fair and reasonable in relation to the claim. The settlement also provides for payment of Counsel for Complainant's attorney's fees and litigation costs, which are hereby approved. The Settlement also provides that Complainant will release any and all claims against the Respondent arising out of her employment with the Respondent, and accordingly, the Complainant's claims will be dismissed with prejudice.

The Complainant and Respondent were ably represented by counsel. The Complainant represents her understanding of the Settlement Agreement's provisions and voluntarily accepts the settlement. Having reviewed the Settlement Agreement, I find the provisions are fair, adequate and not contrary to the public interest. Further, the settlement supports a finding that the complaint be dismissed with prejudice. Accordingly, approval of the agreement is appropriate. Upon my approval, the parties shall implement their settlement as specifically stated in the Settlement Agreement. This Decision and Order shall have the same force and effect as one made after a full hearing on the merits and shall be the final agency action between the parties.

The parties have agreed to keep the specific terms of the agreement confidential, subject to applicable laws, and pursuant to 29 C.F.R. § 70.26, the Settlement Agreement shall be sealed and remain confidential. However, notwithstanding the parties' agreement, the parties' submissions, including the Settlement Agreement, become part of the record of the case and are subject to the Freedom of Information Act ("FOIA"), 5 U.S.C. § 552(a). If a FOIA request is made for the Settlement Agreement, the U.S.

Department of Labor will have to respond and decide whether to exercise its discretion to claim any applicable exemption. The parties are entitled to pre-disclosure notification rights under 29 C.F.R. § 70.26.

ORDER

Accordingly, **IT IS HEREBY ORDERED** that:

1. The Settlement Agreement is **APPROVED**;
2. The complaint is **DISMISSED WITH PREJUDICE**;
3. The Settlement Agreement is designated as "CONFIDENTIAL COMMERCIAL INFORMATION," under 20 C.F.R. §70.26, and shall be afforded the protections thereunder; and
4. The formal hearing scheduled to commence on July 19 2016, in Salt Lake City, Utah be **CANCELLED**.

ORDERED this 9th day of May, 2016, at Covington, Louisiana.

LEE J. ROMERO, JR.
Administrative Law Judge