



**Issue Date: 31 December 2013**

**In the Matter of:**

**Case No.: 2012-FRS-00067**

**STEVE DESAVOURET,  
Complainant,**

**v.**

**ILLINOIS CENTRAL RAILROAD,  
Respondent.**

**DECISION AND ORDER APPROVING SETTLEMENT AGREEMENT AND  
DISMISSING COMPLAINT WITH PREJUDICE**

This matter arises under the Federal Rail Safety Act, 49 U.S.C. § 20109, as amended by Section 1521 of the Implementing Recommendations of the 9/11 Commission Act of 2007, Pub. L. No. 110-53 (Aug. 3, 2007). The formal hearing in this matter was scheduled for September 19-20, 2013, in Chicago, Illinois. On the date of the formal hearing, the parties informed me they had reached a settlement agreement in this matter.

On December 6, 2013, I received the *Parties Joint Motion to Approve Settlement* and the *Confidential Settlement Agreement and Release of All Claims* (the "Settlement Agreement"). The *Parties Joint Motion to Approve Settlement* is signed by Robert Harrington, counsel for Complainant, and Noah Lipshultz, counsel for Respondent. The parties request that I approve the Settlement Agreement. The parties also state that they have agreed to keep the specific terms of the Settlement Agreement, and request my order approving the Settlement Agreement provide that the Settlement Agreement shall be sealed and remain confidential and that Complainant's claims be dismissed with prejudice.

In reviewing the Settlement Agreement, I must determine whether its terms fairly, adequately, and reasonably settle the Complainant's allegations that Respondent violated the FRS whistleblower provisions. My authority over settlement agreements is limited to the statutes that are within my jurisdiction as defined by the applicable statute. Therefore, insofar as I approve the Settlement Agreement, my approval only extends to the terms of the Settlement Agreement pertaining to Complainant's current FRS case.

With regard to confidentiality of the Settlement Agreement, the parties are advised that notwithstanding the confidential nature of the Settlement Agreement, all of their filings,

including the Settlement Agreement, are part of the record in this case and may be subject to disclosure under the Freedom of Information Act (“FOIA”), 5 U.S.C.A. § *et seq.* The Administrative Review Board has noted that:

If an exemption is applicable to the record in this case or any specific document in it, the Department of Labor would determine *at the time a request is made* whether to exercise its discretion to claim the exemption and withhold the document. If no exemption is applicable, the document would have to be disclosed.

*Seater v. S. Cal. Edison Co.*, USDOL/OALJ Reporter (PDF), ARB No. 97-072, ALJ No. 1995-ERA-00013 at 2 (ARB March 27, 1997) (emphasis added).

Considering all the circumstances in this case, I find that the Settlement Agreement is fair, adequate, reasonable, and does not contravene the public interest. Accordingly, I **APPROVE** the Settlement Agreement and **DISMISS** the complaint with prejudice.

IT IS SO ORDERED.

CHRISTINE L. KIRBY  
Administrative Law Judge

Washington, D.C.