



Issue Date: 25 February 2016

Case No.: 2014-SDW-1

In the Matter of:

CHRISTY FORD,
Complainant,

v.

CITY OF JOLIET,
Respondent.

DECISION AND ORDER APPROVING SETTLEMENT

This case arises under the Safe Drinking Water Act (“SDWA”), 42 U.S.C. §6791, and the Energy Reorganization Act (“ERA”), 42 U.S.C. §5851. The SDWA and ERA each provide whistleblower protections to employees who have engaged in certain protected activities. Discovery in this matter was completed in December, 2015. A Motion for Summary Decision was filed and opposed. The matter was set for a formal hearing to commence on February 2, 2016. I was advised that the parties wished to participate in mediation, and I continued the hearing until February 16, 2016. On or about February 5, 2016, I was advised that the parties had reached a tentative settlement, and I cancelled the formal hearing.

On February 25, 2016, the parties submitted for my review and approval a “Joint Motion to Approve Confidential Release and Settlement Agreement.” The Release and Settlement Agreement attached to the Joint Motion resolves all issues raised in the Complaint. The Motion and attached Settlement Agreement are incorporated herein by reference, without in any way affecting the confidential designation of the Settlement Agreement as described below.

My review of the Settlement Agreement is limited to a determination of whether its terms are fair, adequate and reasonable under the SDWA and ERA. *See Poulos v. Ambassador Fuel Oil Co.*, No. 91-ERA-25, slip op. at 2 (Sec’y of Labor, Nov. 4, 1991). The settlement must adequately protect the whistleblower. The settlement must not be contrary to public interest.

Because the Office of Administrative Law Judges is a government agency, and this is a public proceeding, the parties’ submissions in this case, including the Settlement Agreement, become a part of the record in this case, and are subject to the Freedom of Information Act (“FOIA”).¹ FOIA requires agencies to disclose requested records unless they are exempt from disclosure under FOIA. *See, e.g., Fish v. H and R Transfer*, ARB No. 01-071, ALJ Case No.

¹ 5 U.S.C. § 552 (2011).

2000-STA-56, slip op. at 2 (ARB April 30, 2003). Paragraph 10 of the Settlement Agreement provides that both parties will keep the existence and terms of the Settlement Agreement confidential, with certain specified exceptions. The parties have stipulated to the confidential nature of the Settlement Agreement. Accordingly, to protect the parties from improper disclosure of this confidential information, to the furthest extent permitted by law, the Settlement Agreement will be sealed in a separate envelope and identified as being “CONFIDENTIAL COMMERCIAL INFORMATION,” pursuant to 29 C.F.R. § 70.26(b). The sealed envelope will also be identified as being “PERSONAL PRIVATE INFORMATION,” indicating that it may contain information exempt from FOIA pursuant to Exemption 6.

After careful consideration of the Settlement Agreement, I find that the terms and conditions are acceptable. Moreover, I find the terms of the agreement to be fair, adequate, and reasonable under the SDWA and ERA. I find that the terms of the settlement adequately protect the Complainant, Christy Ford. I find that it is in the public interest to approve the Settlement Agreement.

Accordingly, **IT IS HEREBY ORDERED** that the Settlement Agreement is **APPROVED**, and the complaint which comprises OALJ Case No. 2014-SDW-1 is hereby **DISMISSED WITH PREJUDICE**. In accordance with the regulations, the settlement constitutes the final order of the Secretary of Labor and may be enforced under 29 C.F.R. § 1981.113 (2012).

IT IS FURTHER ORDERED that the Settlement Agreement is to be kept under seal and designated as “PERSONAL PRIVATE INFORMATION,” and “CONFIDENTIAL COMMERCIAL INFORMATION” under 29 C.F.R. § 70.26, and shall be afforded the protections thereunder.

Steven D. Bell
Administrative Law Judge