



Issue Date: 26 March 2019

CASE NO.: 2019-SDW-1

IN THE MATTER OF

TRAVIS PARRIS

Complainant

v.

PUBLIC WATER SUPPLY DISTRICT NO. 9

Respondent

DECISION AND ORDER APPROVING SETTLEMENT

This proceeding arises pursuant to a complaint alleging violations under the employee protective provisions and the regulations promulgated thereunder at 29 C.F.R. Part 24, et seq. The Secretary of Labor is empowered to investigate and determine “whistleblower” complaints filed by employees who are allegedly discharged or otherwise discriminated against by Employers with regard to their terms and conditions of employment for taking any action relating to the fulfillment of safety or other requirements established by the above Act.

On March 19, 2019, the parties submitted for my review and approval a fully executed Settlement Agreement and Release. The Settlement Agreement and Release resolves all issues raised in the Complaint.

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"). FOIA requires agencies to disclose requested records unless they are exempt from disclosure under FOIA. *See, e.g., Fish v. Hand R Transfer*, ARB No. 01-071, ALJ Case No.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.

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, Travis Parris. 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. 2019-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.

In view of the foregoing, the hearing scheduled on **10 Sep 19** in **Kansas City, Missouri** is hereby **CANCELLED**.

ORDERED this 26th day of March, 2019, at Covington, Louisiana.

PATRICK M. ROSENOW
Administrative Law Judge