



Issue Date: 27 February 2018

Case No.: **2016-STA-00065**

In the Matter of:

MICHAEL JOHNSON,
Complainant,

v.

TROKY, INC,
Respondent.

DECISION AND ORDER APPROVING SETTLEMENT

This case arose under the whistleblower protection provisions of the Surface Transportation Assistance Act (“STAA”), 49 U.S.C. § 31105. On August 29, 2017, I issued an Order setting this matter for formal hearing in Indianapolis, Indiana.

On February 27, 2018, the parties submitted for my review a signed “Settlement Agreement and Release of Claims.” This Settlement Agreement has been signed by the Complainant and by appropriate representatives of Respondent.

My review of the Settlement Agreement is limited to a determination of whether its terms are fair, adequate and reasonable under the STAA. The settlement must adequately protect the whistleblower. Furthermore, the settlement must not be contrary to public interest.

The parties have agreed to keep the terms and conditions of their settlement confidential, to the extent permitted by law. However, notwithstanding the parties’ settlement, the parties’ submissions, including those ordered, become part of the record of the case and may be subject to disclosure under the Freedom of Information Act, 5 U.S.C. section 552, *et seq.* (FOIA). FOIA requires federal agencies to disclose requested documents unless they are exempt from disclosure. *Faust v. Chemical Leaman Tank Lines, Inc.*, 92-SWD-2 and 93-STA-15, (ARB Final Order Approving Settlement and Dismissing Complaint, March 31, 1998). The records in this case are agency records which must be made available for public inspection and copying under FOIA. If a FOIA request is made for the settlement agreement in the above-captioned claim, the U.S. Department of Labor will have to respond and decide whether to exercise its discretion to claim any applicable exemption.¹

¹ The parties have agreed that the terms of the settlement will be treated as confidential. The parties are afforded the right to request that information be treated as confidential commercial information where, as here, they are required to submit information involuntarily. 29 C.F.R. § 70.26(b). The DOL is then required to take steps to preserve the

After careful consideration of the Settlement Agreement and Release of Claims, I find the terms and conditions are acceptable. I find the terms of the agreement to be fair, adequate, and reasonable under the STAA, and that the terms adequately protect the Complainant. Furthermore, I believe it is in the public interest to approve the Settlement Agreement and Release of Claims as a basis for administrative disposition of this case, and I therefore approve the Settlement Agreement and Release of Claims.

IT IS THEREFORE ORDERED that the Settlement Agreement and Release of Claims is **APPROVED**. The complaint is **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. § 1982.113 (2012).

Steven D. Bell
Administrative Law Judge

confidentiality of that information, and must provide the parties with predisclosure notification if a FOIA request is received seeking release of that information. Accordingly, the Settlement in this matter will be placed in an envelope marked "PREDISCLURE NOTIFICATION MATERIALS." Consequently, before any information in this file is disclosed pursuant to a FOIA request, the DOL is required to notify the parties to permit them to file any objections to disclosure. *See* 29 C.F.R. § 70.26 (2001). Furthermore, the undersigned will refrain from discussing specific terms or dollar amounts contained in the Settlement.