



Issue Date: 08 February 2017

Case No.: 2016-STA-00056
OSHA Case No: 5-1610-15-075

In the Matter of:

WAYNE MELTON,
Complainant,

v.

BELL LOGISTICS CO. and
MAX BOSTWICK,
Respondents.

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

This proceeding arises from a claim of whistleblower protection under the Surface Transportation Assistance Act (“the STAA”), as amended.¹ On July 13, 2015, the Complainant filed a complaint alleging that Respondents violated the STAA. On February 8, 2017, the parties submitted a “Settlement Agreement and Release” (hereafter “the Agreement”), which resolves all issues raised in the Complaint, for review and approval by the undersigned administrative law judge. The Agreement is attached hereto and is incorporated herein by reference. The Agreement has been signed by the parties. I have the authority to approve the Agreement pursuant to 29 C.F.R. § 1978.111(d)(2).

My review of the Agreement is limited to a determination of whether its terms are fair, adequate and reasonable. The settlement must adequately protect the whistleblower. Furthermore, the settlement must not be contrary to public interest. The Agreement may encompass settlement of matters under laws other than the STAA; however, I approve only those terms of the Agreement pertaining to the Complainant’s claim under the STAA.

¹ 49 U.S.C. § 31105 (2013).

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 Agreement, become a part of the record in this case, and are subject to the Freedom of Information Act ("FOIA").² 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. 2000-STA-56, slip op. at 2 (ARB April 30, 2003). The Agreement provides that the parties will keep the terms of the settlement agreement confidential, with certain specified exceptions. Accordingly, to protect the parties from improper disclosure of this confidential information to the furthest extent permitted by law, the 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 Exemptions 4 and/or 6.³

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

IT IS THEREFORE ORDERED that the settlement agreement submitted by the parties is **APPROVED**. In accordance with the terms of the Agreement, the complaint 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 pursuant to 49 U.S.C. § 31105(e).

IT IS FURTHER ORDERED that the 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.

IT IS FURTHER ORDERED that the hearing setting on February 16, 2017 is hereby **VACATED**.

² 5 U.S.C. § 552..

³ 5 U.S.C. § 552(b)(4) and (6).

LARRY A. TEMIN
ADMINISTRATIVE LAW JUDGE