



Issue Date: 14 May 2018

Case No.: **2017-STA-88**

In the Matter of:

TRACY BLAND, JR.,
Complainant,

v.

TRANS AMERICAN, INC,
Respondent.

DECISION AND ORDER APPROVING SETTLEMENT

This case arose under the whistleblower protection provisions of the Surface Transportation Act (“STA”). On April 27, 2018, counsel submitted for my review a signed “Settlement and Release of Claims.” (“Settlement Agreement”) The Settlement Agreement has been signed by counsel and by the Complainant.

My review of the Settlement Agreement is limited to a determination of whether its terms are fair, adequate and reasonable under the STA. The settlement must adequately protect the whistleblower. Furthermore, the settlement must not be contrary to public interest. On May 10, 2018, I conducted a telephone conference with counsel to clarify the amount of attorney fees being paid as part of the settlement. Claimant’s counsel indicates that he spent 31.5 hours on this case, and that his normal billing rate for matters of this type is \$200.00 per hour. I am generally familiar with this case, and with the amount of effort it was necessary to expend in order to litigate this case. I find 31.5 hours to be a reasonable amount of time. I further find that the hourly rate of \$200 is reasonable for this type of case in the locality where it was litigated. The out of pocket costs are nominal, and I find them necessary and reasonable. I therefore **APPROVE** the amount of \$6,419.90 in attorney fees and expenses being paid to Claimant’s counsel. The balance of the settlement amount is to be paid to Claimant.

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 and General Release, 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. 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 AND PERSONAL PRIVATE INFORMATION” pursuant to 29 C.F.R. § 70.26(b).

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

IT IS THEREFORE ORDERED that the Settlement Agreement 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).

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