



Issue Date: 03 September 2019

CASE NO.: 2019-STA-00042

IN THE MATTER OF

**JEFF OWENS,
Complainant**

v.

**ARAMARK UNIFORM SERVICES, INC.,
Respondents**

**DECISION AND ORDER APPROVING SETTLEMENT AGREEMENT, DISMISSING
COMPLAINT WITH PREJUDICE, DENYING JOINT REQUEST TO SEAL**

This proceeding arises under the Surface Transportation Assistance Act of 1982, 49 U.S.C. § 31105 (herein the STAA) and the regulations promulgated thereunder at 29 C.F.R. Part 1978 and 20 C.F.R. Part 24. The Complainant requested a hearing based upon the Secretary's findings dated May 6, 2019. The matter is scheduled for a hearing on December 3, 2019, which is canceled in light of the parties' settlement of all pending claims.

On August 23, 2019, the Complainant submitted the parties' Confidential Settlement Agreement and General Release ("Settlement Agreement") for review, attaching a signed copy. The parties requested that the agreement be "treated as confidential and not subject to disclosure under FOIA." The Settlement Agreement includes a general release of claims resolving a wide range of matters, including matters potentially arising under laws other than STAA. My authority over settlement agreements is limited to the statutes that are within my jurisdiction, and I have restricted my review of the Settlement Agreement to ascertaining whether its terms fairly, adequately, and reasonably settle this STAA case. *See Anderson v. Schering Corp.*, ARB No. 10-070, ALJ No. 2010-SOX-7, slip op. at 3 (ARB Jan. 31, 2011). My approval should not be construed as approving the resolution of any claims brought under any other federal statute or under state law.

Paragraph 15 contains a choice-of-law provision naming the State of Kansas as the law which shall govern interpretation of the Settlement Agreement, without regard to the conflict of law provisions thereof. The provision shall be construed as not limiting the authority of the Secretary of Labor or any federal court. *See Phillips v. Citizens Ass'n for Sound Energy*, 1991-ERA-00025, slip op. at 2 (Sec'y Nov. 4, 1991); *Anderson, supra*.

In reviewing the terms of the Settlement Agreement, I have assessed whether the terms fairly, adequately, and reasonably settle the Complainant's allegations against Respondent under

STAA. See 29 C.F.R. § 1978.111(c). In addition to my observations as to the limits of my jurisdiction and my comment regarding choice-of-law language at Paragraph 15, I find that the settlement agreement complies with the required standard, and thus it is **APPROVED**. See *id*; *Carciero v. Sodexho Alliance, S.A.* ARB No. 09-067, ALJ No. 2008-SOX-012, slip op. at 2 (ARB Sept. 30. 2010).

Regarding the request to this Office to keep the Settlement Agreement confidential, I note that the parties agreed in paragraph 6 to keep the agreement's terms confidential. However, this clause does not bind the U.S. Department of Labor (DOL) or prohibit disclosures made by DOL pursuant to the Freedom of Information Act (FOIA), which requires federal agencies to disclose requested documents unless they are exempt from disclosure. 5 U.S.C. § 552; *Faust v. Chemical Leaman Tank Lines, Inc.*, Case Nos. 92-SWD-2 and 93-STA-15 (ARB March 31, 1998); *Jordan v. Sprint Nextel Corp.*, ARB No. 06-105, Case No. 2006-SOX-41, slip op. at 12 (ARB June 19, 2008)(noting that there is "no authority permitting the sealing of a record in a whistleblower case because the case file is a government record subject to disclosure pursuant to [FOIA] unless the record qualifies for an exemption to such disclosure"). See also *Jessup v. Luther*, 277 F.3d 926 (7th Cir. 2002)(settlement agreement approved by federal judge was presumptively a public document that should not have been sealed). Here, the parties seek to prevent disclosure of a settlement agreement that by regulation must be filed with the ALJ and is not effective until the ALJ's approval. See 29 C.F.R. § 1978.111(d)(2). As such, the settlement agreement here is presumptively public, and although the parties have referenced non-disclosure under FOIA, they have not offered how the information contained in the Settlement Agreement qualifies for any exemption.

However, given the parties request to limit disclosure under FOIA, the Confidential Settlement Agreement and General Release shall be placed in an envelope and marked with a notice that the parties object to disclosure in the event the office receives a FOIA request for the settlement agreement, and that the parties have asked for pre-disclosure notification under 29 C.F.R. § 70.26 prior to any release of information. This procedure is in accordance with the precedent of the Administrative Review Board. See *Bettner, supra*; *Davis v. Ecoscape Solutions Group*, ARB No. 08-098, ALJ No. 2008-STA-048, slip op. at 2-3 (ARB Jul. 31, 2008).

Accordingly, with the reservations noted above and limiting my approval to the complaints brought under STAA, **IT IS ORDERED** that the Settlement Agreement is **APPROVED**. See 29 C.F.R. § 1978.111(c). The Complaint is **DISMISSED** with prejudice.

So **ORDERED** this 3rd day of September 2019, at Covington, Louisiana.

ANGELA F. DONALDSON
ADMINISTRATIVE LAW JUDGE