



Issue Date: 15 August 2022

Case No.: **2022-STA-23**

In the Matter of:

MALIK ASIATIC,
Complainant,

v.

PERISHABLE DISTRIBUTION SOLUTIONS, INC., et al.,
Respondents.

ORDER APPROVING SETTLEMENT AGREEMENT AND DISMISSING CLAIM WITH PREJUDICE

This matter arises under employee protection provisions of the Surface Transportation Assistance Act, 49 U.S.C. § 31105, and the Regulations found at 29 C.F.R. Part 1978. On August 15, 2022, the parties submitted the “Complainant’s Unopposed Motion to Approve Settlement Agreement and Dismiss Proceeding with Prejudice.” (“Motion”) The Motion contains no confidential information, and it has been publicly filed. Attached to the Motion is a “Confidential Settlement Agreement And Mutual General Release” (referred to hereafter as the “Settlement Agreement”) for my review and approval. This Settlement Agreement has been signed by the parties. It has not been publicly filed.

My review of the Settlement Agreement is limited to a determination of whether its terms are fair, adequate and reasonable under the Surface Transportation Assistance Act. The settlement must adequately protect the whistleblower. The settlement must not be contrary to public interest. It must not have been procured by duress.

After careful consideration of the Settlement Agreement, I find the terms and conditions to be fair, adequate, and reasonable. Complainant was represented by counsel while this settlement was being negotiated. I find the terms adequately protect the Complainant. I find the settlement was not procured by duress. Furthermore, I believe it is in the public interest to approve the Settlement Agreement as a basis for administrative disposition of this case. I therefore **APPROVE** the Settlement Agreement. I further find the attorney fees to be paid to Complainant’s counsel under the Settlement Agreement are fair and reasonable.

The parties have requested that the terms of the Settlement Agreement be confidential. The Settlement Agreement will become part of the record of the case. Consistent with 29 C.F.R. § 70.26 and Executive Order 12,600 (“Predisclosure

Notification Procedures for Confidential Commercial Information”), Exec. Or. 12,600, 52 Fed. Reg. 23781 (June 23, 1987), and to protect the parties from disclosure of this confidential information to the furthest extent permitted by law, I **ORDER** that the Settlement Agreement is to be placed in a sealed envelope marked “Confidential Settlement Materials – Confidential Commercial Information.” The Department of Labor will provide a submitter with prompt written notice of a FOIA request that seeks its confidential commercial information in order to give the submitter an opportunity to object in writing to disclosure of any specified portion of that information.

IT IS THEREFORE ORDERED that the Settlement Agreement submitted by the parties is **APPROVED**. The parties are directed to take all necessary action to implement the terms of the Settlement Agreement at the earliest possible time. The United States Department of Labor’s Office of Administrative Law Judges case 2022-STA-00023, captioned *Malik Asiatic v. Perishable Distribution Solutions, et al.* is hereby **DISMISSED WITH PREJUDICE**. No further action by Complainant will be required to close this litigation. In accordance with 49 U.S.C. § 31105(e) and 29 C.F.R. § 1978.111(e), this settlement constitutes the final order of the Secretary of Labor and may be judicially enforced.

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