

**UNITED STATES DEPARTMENT OF LABOR**  
**OFFICE OF ADMINISTRATIVE LAW JUDGES**  
**San Francisco, California**

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**Issue Date: 24 January 2023**

**OALJ No.: 2022-STA-00032**

*In the Matter of:*

**TODD A. FISHER,**  
*Complainant,*

*v.*

**RUAN TRANSPORT and MEDLINE  
INDUSTRIES, INC.,**  
*Respondents.*

**ORDER GRANTING MOTION TO SEAL, APPROVING SETTLEMENT,  
AND DISMISSING CASE WITH PREJUDICE**

This is a claim under the employee-protection provisions of the Surface Transportation Assistance Act, 49 U.S.C. §31105. The parties submit for my approval their “Confidential Settlement Agreement and Mutual Complete Release” (the “agreement”) which they have filed under seal. The agreement is signed in counterparts by the Complainant, Todd A. Fisher, and by Ruan Transport Corporation and by Medline Industries, LP.

The agreement contains a confidentiality provision. *See* 29 C.F.R. section 18.85(b) (sealing the record). The parties have filed a redacted version of the agreement. *See* 29 C.F.R. section 18.85(b)(1) (a party seeking to seal part of the record “must propose the fewest redactions possible that will protect the interest offered as the basis for the motion”).

When a judge seals material in the record, the judge must “state findings and explain why the reasons to seal adjudicatory records outweigh the presumption of public access” (29 C.F.R. section 18.85(b)(2)). The parties agreed to maintain the confidentiality of the agreement and filed a minimally-redacted version for the public file under 29 C.F.R. section 18.85. I find that sealing the financial terms of the settlement balances the parties’ interest in keeping the financial terms confidential and settling the case on the one hand, with the public’s interest in the adjudication of whistleblower cases in the other.

Even so, “[n]otwithstanding the judge’s order, all parts of the record remain subject to statutes and regulations pertaining to public access to agency records.” 29 C.F.R. section 18.85(b)(2). OALJ proceedings are open to the public, and OALJ files, including the agreement, are subject to disclosure under the Freedom of Information Act (“FOIA”), unless an exemption applies. *See* 29 C.F.R. section 18.81; 5 U.S.C. section 552; *Johnson v. U.S. Bancorp*, ARB No. 13-014, 13-046, ALJ No. 2010-SOX-00037, *slip op. at 2* (ARB July 22, 2013). FOIA exemptions are determined at the time the release of information is requested, and not at the time of filing of the information. *Johnson v. U.S. Bancorp, supra*. Department of Labor regulations set out the procedures for responding to FOIA requests and for appeals by requestors from denials of such requests. *See* 39 C.F.R. Part 70.

I construe the confidentiality agreement by the parties and the motion to seal as an objection to any disclosure under FOIA. Accordingly, the unredacted agreement shall be sealed and maintained in the designated OALJ non-public electronic system. Should disclosure of the agreement be requested under FOIA, the parties are entitled to pre-disclosure notification rights under 29 C.F.R. section 70.26.

The agreement includes a general release of liability, which resolves matters and potential claims under a multitude of state and federal laws other than the Surface Transportation Assistance Act. My authority over settlement agreements is limited to the statutes within my jurisdiction, and I have restricted my review of the agreement to ascertaining whether it fairly, adequately, and reasonably settles this Surface Transportation Assistance Act claim. *Mann v. Schwan’s Food Co.*, ARB No. 09-017, ALJ No. 2008-STA-00027, *slip op. at 4* (ARB Dec. 31, 2008).

The agreement further provides it is to be governed by the laws of the State of Illinois. This provision does not limit the authority of the Secretary of Labor or any federal court regarding any issue arising under the Surface Transportation Assistance Act, which authority is governed in all respect by the law and regulations of the United States. *Muenzberg v. APL Maritime, Ltd.*, ARB No. 2021-0070, ALJ No. 2018-SPA-00001, *slip op. at 3* (ARB May 13, 2022).

I find the agreement is appropriate in form and substance and details the respective duties and obligations of the parties. I find its terms and conditions are fair, adequate, and reasonable. I further find the agreement is not contrary to the public interest. *See Carciero v. Sodexo Alliance, S.A.*, ARB No. 09-067, ALJ No. 2008-SOX-012, *slip op. at 3* (ARB Sep. 30, 2010). The terms and conditions of the agreement are adopted and incorporated by this reference into this Order. The agreement is hereby approved.

The agreement is the final order of the Secretary and may be enforced under 29 C.F.R. section 1978.111(e) and 29 C.F.R. section 1978.113.

The complaint is dismissed with prejudice. All dates are vacated.  
SO ORDERED.

CHRISTOPHER LARSEN  
Administrative Law Judge