

**UNITED STATES DEPARTMENT OF LABOR  
OFFICE OF ADMINISTRATIVE LAW JUDGES  
COVINGTON DISTRICT OFFICE**

**Issue Date: 01 May 2024**

In the Matter of:

**JEANNE FRAZIER,**  
Complainant,

v.

**JAY MANAGEMENT CO.,**  
Respondent.

CASE NO.: 2023-STA-00065

**ANGELA F. DONALDSON**  
Administrative Law Judge

---

**DECISION AND ORDER APPROVING SETTLEMENT**

This matter arises under the Surface Transportation Assistance Act of 1982, 49 U.S.C. § 31105 (“STAA”) and the regulations promulgated thereunder at 29 C.F.R. Part 1978 and 20 C.F.R. Part 24. Complainant Sally Jeanne Fraizer and Respondent Jay Management Co. have entered into a Confidential Settlement Agreement and General Release (“Agreement”) and submitted to the undersigned for review and approval. See 29 C.F.R. § 1978.111(d)(2). Respondent also filed an Unopposed Motion to Submit Settlement Agreement under Seal, which for good cause shown is **GRANTED**.

To the extent that the Agreement references causes of action other than the instant case, I limited my review and approval solely to the settlement of Complainant’s allegation that Respondent violated the STAA. The parties included a choice-of-law provision naming the State of Texas as the law which shall govern interpretation of the Agreement. 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).

Having reviewed the terms of Agreement, the undersigned finds that the terms are fair, adequate, and reasonable. Therefore, the Agreement is **APPROVED**, and the parties are directed to carry out the terms of the Agreement.

Given the parties’ request to invoke an exemption that would prevent the release of the Agreement under the Freedom of Information Act (FOIA), the request to maintain the Agreement separately from the part of the record that is publicly available is **GRANTED**. Accordingly, the Agreement shall be maintained under seal such that the parties shall be given notice to object to disclosure in the event the Office of Administrative Law Judges (“OALJ”) receives a FOIA request for the Agreement. Thus, the parties will be entitled to pre-disclosure notification under 29 C.F.R. § 70.26. This procedure is in accordance with the precedent of the Administrative Review Board. *See Bettner v. Crete Carrier Corp.*, ARB No. 07-093, ALJ No. 2007-STA-033, slip op. at 3, n.11 (ARB Sept. 27, 2007); *Davis v. Ecoscape Solutions Group*, ARB No. 08-098, ALJ NO. 2008-

STA-048, slip op. at 2-3 (ARB Jul. 31, 2008). *See also Food Mktg. Inst. v. Argus Leader Media*, 139 S. Ct. 2356 (2019).

**ORDER**

The Agreement is **APPROVED**. *See* 29 C.F.R. § 1978.111(e). The Complaint is **DISMISSED** with prejudice, and each party bears its own costs in this matter.

The Agreement filed with the Covington District Office shall be maintained separately, in electronic form, by OALJ with a copy of this Decision and Order containing the following notice:

In the event that this confidential settlement agreement is the subject of a FOIA request, the parties assert that the records are exempt from production. The parties request notice and an opportunity to object to any FOIA production of the settlement agreement and attachments. *See* 29 C.F.R. § 70.26.

**SO ORDERED.**

**ANGELA F. DONALDSON  
ADMINISTRATIVE LAW JUDGE**