

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

**Issue Date: 22 April 2024**

*In the Matter of:*

**JOSE SOTELO,**  
*Complainant,*

v.

**GULF MARK ENERGY,**  
*Respondent.*

**CASE NO.: 2023-STA-00067**

**OSHA NO.: 301014156**

**CHRISTINE HILLEREN-WILKINS**  
Administrative Law Judge

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**DECISION AND ORDER APPROVING SETTLEMENT**  
**AND DISMISSING COMPLAINT**

This proceeding arises under the Surface Transportation Assistance Act of 1982 (“STAA”), 49 U.S.C. § 31105, and the regulations promulgated thereunder at 29 C.F.R. Part 1978. On April 17, 2024, Complainant filed an *Unopposed Motion to Approve Settlement and Dismiss Proceeding with Prejudice* (“Motion”) and the corresponding *Confidential Settlement Agreement and Mutual Release of All Claims* (“Settlement Agreement”), therein requesting that the Court approve the Parties’ Settlement Agreement and dismiss these proceedings with prejudice and without fees or costs to other parties.<sup>1</sup> The Motion represents that the Settlement Agreement is fair, adequate, and reasonable, and that Respondent’s Counsel does not oppose the relief sought therein.

The Settlement Agreement contains a release of claims including matters potentially arising under laws other than STAA. The undersigned’s authority over settlement agreements is limited to the statutes within the jurisdiction of the Office of Administrative Law Judges, and the undersigned has thus restricted the review of the Settlement Agreement to ascertaining whether its terms fairly, adequately, and reasonably settle the above-captioned STAA case.<sup>2</sup> After reviewing the Parties’ Settlement Agreement, the undersigned finds that the terms appear to be fair, adequate, reasonable, and not contrary to the public interest.

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<sup>1</sup> At any time after the filing of objections to the Assistant Secretary’s findings and/or order, the case may be settled if the participating parties agree to a settlement and the settlement is approved by the ALJ. 29 C.F.R. § 1978.111(d)(2).

<sup>2</sup> *Id.*, see also 29 C.F.R. § 18.71; *Anderson v. Schering Corp.*, ARB No. 10-070, ALJ No. 2010-SOX-00007, slip op. at 3 (ARB January 31, 2011); *Fish v. H and R Transfer*, ARB No. 01-071, ALJ No. 2000-STA-00056, slip op. at 2 (ARB April 30, 2003).

Notably, Paragraph 7 of the Settlement Agreement provides that the Parties shall keep the terms of the settlement confidential, with certain specified exceptions.<sup>3</sup> This binds only the Parties, and does not bind the U.S. Department of Labor (“DOL”) or prohibit disclosures made by DOL pursuant to the Freedom of Information Act (“FOIA”).<sup>4</sup> FOIA requires federal agencies to disclose requested documents unless they are exempt from disclosure.<sup>5</sup> In the event the Settlement Agreement is disclosed pursuant to FOIA, such disclosure is not a violation of the Agreement.

### **ORDER**

Accordingly, Complainant’s *Unopposed Motion to Approve Settlement and Dismiss Proceeding with Prejudice* is **GRANTED**, and the Parties’ corresponding *Confidential Settlement Agreement and Mutual Release of All Claims* filed on April 17, 2024 is **APPROVED**. Each of the Parties of the Agreement is directed to immediately take all actions required in order to implement the terms of the Agreement. The Complaint is **DISMISSED WITH PREJUDICE**.

**So ORDERED in Covington, Louisiana, on April 22, 2024.**

**CHRISTINE HILLEREN-WILKINS**  
Administrative Law Judge

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<sup>3</sup> Complainant filed the Motion and Settlement Agreement without redaction in the OALJ E-file/E-Serve System of public record without a request for sealing or other confidential treatment.

<sup>4</sup> See 5 U.S.C. § 552 *et seq*; 29 C.F.R. Part 70.

<sup>5</sup> *Fish v. H and R Transfer*, ARB No. 01-071, ALJ No. 2000-STA-00056, slip op. at 2 (ARB April 30, 2003).