

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

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**Issue Date: 16 January 2024**

*In the Matter of:*

**MARGARET WATKINS,**  
*Complainant,*

v.

**OTR MANAGEMENT SERVICES, LLC,**  
**and PANTHER PREMIUM LOGISTICS,**  
*Respondents,*

**CASE NO.: 2023-STA-00058**

**OSHA NO.: 301009199**

**JOHN M. HERKE**  
Administrative Law Judge

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**DECISION AND ORDER APPROVING SETTLEMENT AGREEMENT,**  
**DISMISSING COMPLAINT WITH PREJUDICE, AND**  
**GRANTING IN PART THE PARTIES' JOINT REQUEST FOR CONFIDENTIALITY**

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. Complainant requested a hearing based upon her objections to the Secretary's findings dated June 26, 2023.

On January 5, 2023, the parties filed a *Joint Motion to Approve Settlement and Dismiss with Prejudice (Motion)*. Attached to the *Motion* was a document signed by all parties and entitled SETTLEMENT AGREEMENT AND GENERAL RELEASE (Settlement Agreement). The Settlement Agreement includes a general release of claims resolving a 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.<sup>1</sup> My approval should not be construed as approving the resolution of any claims brought under any other federal statute or under state law.

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<sup>1</sup> See *Anderson v. Schering Corp.*, ARB No. 10-070, ALJ No. 2010-SOX-7, slip op. at 3 (ARB Jan. 31, 2011).

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 the STAA.<sup>2</sup> I find that the Settlement Agreement complies with the required standard, and thus it is **APPROVED**.<sup>3</sup>

Regarding the confidentiality of the Settlement Agreement, I note that the parties agreed to keep the agreement's terms confidential. However, the confidentiality provisions contained in the Settlement Agreement do 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.<sup>4</sup> 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.<sup>5</sup> As such, the parties' Settlement Agreement is presumptively public, and although the parties have referenced non-disclosure pursuant to the agreement, they have not established how the information contained in the Settlement Agreement qualifies for any exemption to disclosure.

Nevertheless, in light of the parties' expressed desire to limit public disclosure of the terms of the agreement, the Settlement Agreement and General Release shall be placed in a separate electronic folder within OALJ. The folder will include a notice that the parties object to disclosure in the event OALJ 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.<sup>6</sup> This procedure is in accordance with Administrative Review Board precedent.<sup>7</sup>

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<sup>2</sup> See 29 C.F.R. § 1978.111(c).

<sup>3</sup> See *id*; see also *Carciero v. Sodexo Alliance*, S.A. ARB No. 09-067, ALJ No. 2008-SOX-012, slip op. at 2 (ARB Sept. 30, 2010). Per 29 C.F.R. § 1978.111(e), approval of the parties' settlement constitutes a final order by the Secretary of Labor that may be enforced in United States district court pursuant to 49 U.S.C. § 31105(e).

<sup>4</sup> 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 (7<sup>th</sup> Cir. 2002)(noting that a settlement agreement approved by a federal judge was presumptively a public document that should not have been sealed).

<sup>5</sup> See 29 C.F.R. § 1978.111(d)(2).

<sup>6</sup> See especially 29 C.F.R. § 70.26(c).

<sup>7</sup> See *Davis v. Ecoscape Solutions Group*, ARB No. 08-098, ALJ No. 2008-STA-048, slip op. at 2-3 (ARB Jul. 31, 2008).

Accordingly, subject to the reservations noted above regarding confidentiality, and limiting my approval to settlement of the complaints brought under STAA,

**IT IS ORDERED** that the parties' Settlement Agreement and General Release is **APPROVED**.<sup>8</sup> There being no further issues to be adjudicated, the Complaint is **DISMISSED** with prejudice.

So **ORDERED** this day at Covington, Louisiana.

**JOHN M. HERKE**  
**Administrative Law Judge**

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<sup>8</sup> See 29 C.F.R. § 1978.111(c).