



**Issue Date: 19 December 2017**

CASE NOS.: 2017-SWD-00002

*In the Matter of*

IRENE CENDEJAS,  
Complainant,

v.

NEXEO SOLUTIONS,  
Respondent.

**DECISION AND ORDER APPROVING SETTLEMENT**

This matter arises under the Solid Waste Disposal Act (“SWDA”), 42 USC § 6971 (Section 7001 of the Resource Conservation and Recovery Act), and the applicable regulations issued at 29 C.F.R. Part 24. A hearing is scheduled for May 16 and 17, 2018, in Sacramento, California. Attorney Dennis Chuning represents Complainant. Attorney Arthur Eidelhoch represents Respondent.

On December 12, 2017, the parties submitted a Confidential Settlement Agreement and General Release of Claims (“Settlement Agreement”) for approval that resolved all issues in this matter. *See* 29 C.F.R. § 24.111(d)(2). The Settlement Agreement is appropriate in form and substance and details the respective duties and obligations of the parties pursuant to the agreement.

The Settlement Agreement includes a confidentiality provision agreed to by the parties. The files maintained by this Office, including this Settlement Agreement, are subject to disclosure under the provisions of the Freedom of Information Act (“FOIA”), unless an exemption applies. 5 U.S.C. § 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). The Department of Labor has regulations that govern the FOIA process, and exemptions are determined at the time of the request, not at the time of the filing of the agreement. 29 C.F.R. Part 70; *Johnson v. U.S. Bancorp*, ARB No. 13-014, 13-046, ALJ No. 2010-SOX-00037, slip op. at 2 (ARB July 22, 2013). The parties agree that the Settlement Agreement is confidential, which I construe to mean they object to any disclosure under FOIA. The settlement agreement is hereby ordered to be placed in a sealed and separate envelope, clearly marked with notice that the parties object to disclosure and seek the procedures of 29 C.F.R. § 70.26 prior to any release of information.

The Settlement Agreement also includes a general release of liability which resolves matters and potential matters under a multitude of state and federal laws other than SWDA. 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 SWDA case. *Mann v. Schwan's Food Company*, ARB No. 09-017, ALJ No. 2008-STA-00027, slip op. at 4 (ARB Dec. 31, 2008).

As construed, and after carefully considering the terms of the Settlement Agreement, I find that the terms and conditions appear to be fair, adequate, and reasonable. I further find that the Settlement Agreement is not contrary to the public interest. The terms and conditions of the Settlement Agreement are incorporated by reference into this Decision and Order and are hereby adopted and approved. This matter is dismissed with prejudice. All dates are vacated.

SO ORDERED.

RICHARD M. CLARK  
Administrative Law Judge