

**U.S. Department of Labor**

Administrative Review Board  
200 Constitution Ave. NW  
Washington, DC 20210-0001



**IN THE MATTER OF:**

**ARON YELLOTT,**

**ARB CASE NO. 2019-0055**

**COMPLAINANT,**

**ALJ CASE NO. 2017-SDW-00001**

**v.**

**DATE: March 6, 2020**

**PACKAGING CORPORATION  
OF AMERICA,**

**RESPONDENT.**

**Appearances:**

***For the Complainant:***

**James E. Sudduth, III, Esq.; Sudduth & Associates, LLC; Lake Charles,  
Louisiana**

***For the Respondent:***

**Stacey McKee Knight, Esq., Tatiana B. Berger, Esq.; Katten Muchin  
Rosenman LLP; Los Angeles, California**

**Before: Thomas H. Burrell, *Acting Chief Administrative Appeals Judge*,  
James A. Haynes and Heather C. Leslie, *Administrative Appeals Judges*.**

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

PER CURIAM. The Complainant, Aron Yellott, filed a complaint under the employee protection provisions of the Safe Drinking Water Act (SDWA), 42 U.S.C. § 300j-9(i), the Solid Waste Disposal Act (SWDA), 42 U.S.C. § 6971(a), and the implementing regulations at Title 29, Part 24, of the Code of Federal Regulations. Yellott alleged in her complaint that Respondent, Packaging Corporation of

America (PCA), violated the whistleblower protection provisions of the SDWA and SWDA when it terminated her employment in retaliation for engaging in activities protected by those acts. The ALJ dismissed the complaint after a hearing on the merits. Yellott appealed the ALJ's decision to the Administrative Review Board (the Board or ARB) on May 10, 2019. The ARB accepted Yellott's Petition for Review on May 14, 2019.

While the case was pending appeal before the ARB, the parties reached a settlement. Thereafter, the parties submitted a Confidential Settlement Agreement and Release of All Claims (Agreement). The SDWA's implementing regulations provide that the parties may settle a case at any time if they provide a copy to the Board (if the case is pending on appeal), and the Board approves the settlement.<sup>1</sup>

We have reviewed the settlement to determine whether it is fair, adequate, and reasonable.<sup>2</sup> The parties have certified that the Agreement constitutes the sole and entire agreement between Yellott and PCA. We note that while the Agreement encompasses the settlement of any and all claims Yellott had or could have had against PCA up to the date of the settlement, the Board's authority over settlement agreements is limited to the statutes within the Board's jurisdiction as defined by the applicable statute. Therefore, we only approve the Agreement's terms pertaining to Yellott's claim that is before us.<sup>3</sup>

We also note that while the Agreement provides that the settlement terms will be maintained in confidence, the parties' submissions, including the Agreement,

---

<sup>1</sup> 29 C.F.R. § 24.111(a) ("If the complaint is withdrawn because of settlement under the Energy Reorganization Act, the Clean Air Act, the Safe Drinking Water Act, or the Toxic Substances Control Act, the settlement must be submitted for approval in accordance with paragraph (d) of this section. Parties to settlements under the Federal Water Pollution Control Act, the Solid Waste Disposal Act, and the Comprehensive Environmental Response, Compensation and Liability Act are encouraged to submit their settlements for approval. After the filing of objections to the Assistant Secretary's findings and/or order, a complainant may not withdraw his or her complaint.").

<sup>2</sup> *Simon v. Exelon Nuclear Sec.*, ARB Nos. 2013-0095, -0096, ALJ No. 2010-ERA-00007, slip op. at 2 (ARB Nov. 22, 2013) (the Board's review of a settlement agreement is limited to ascertaining whether its terms fairly, adequately, and reasonably settle the cases over which we have jurisdiction) (citations omitted).

<sup>3</sup> *Price v. Norfolk Southern Ry. Co.*, ARB No. 2012-0020, ALJ No. 2010-FRS-00017, slip op. at 2-3 (ARB Feb. 3, 2012).

become part of the record of the case and are subject to the Freedom of Information Act (FOIA).<sup>4</sup> FOIA requires Federal agencies to disclose requested records unless they are exempt from disclosure.<sup>5</sup> Department of Labor regulations provide specific procedures for responding to FOIA requests and for appeals by requestors from denials of such requests.<sup>6</sup>

The Agreement provides that it shall be construed in accordance with the laws of the State of Louisiana. We construe this choice of law provision as not limiting the authority of the Secretary of Labor or any federal court, which shall be governed in all respects by the applicable laws and regulations of the United States.<sup>7</sup>

We have carefully reviewed the Agreement and find that it constitutes a fair, adequate, and reasonable settlement of Yellott's complaint and is not contrary to the public interest. Accordingly, we **APPROVE** the Agreement and **DISMISS** the complaint with prejudice.

**SO ORDERED.**

---

<sup>4</sup> 5 U.S.C. § 552 (2016).

<sup>5</sup> *Bowie v. New Orleans Public Belt R.R.*, ARB No. 2013-0007, ALJ No. 2012-FRS-00009, slip op. at 2-3 (ARB Mar. 27, 2013).

<sup>6</sup> 29 C.F.R. Part 70 *et seq.*

<sup>7</sup> *Trucker v. St. Cloud Meat & Provisions, Inc.*, ARB No. 2008-080, ALJ No. 2008-STA-00023, slip op. at 3 (ARB May 30, 2008).