



Issue Date: 07 January 2015

Case No. 2014-CAA-00002

In the Matter of

ERIC ZIMMERMAN,
Complainant,

v.

FINE LINE GRAPHICS, INC.,
Respondent.

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

This case arises under the employee whistleblower protections of the Clean Air Act ("CAA"), 42 U.S.C. Section 7622, and was scheduled for hearing on November 18, 2014, which was subsequently cancelled upon notice that the parties "have agreed to the confidential settlement of this matter."¹ On January 5, 2015, the parties submitted an executed Settlement and Release, with Addendum, Cognovit Promissory Note ("Settlement"), with a Joint Motion to Approve Settlement, Issue Order of Dismissal, with Prejudice, and Preserve Confidentiality of Settlement Terms, for my review.²

The Settlement resolves the controversy arising from the complaint of Eric W. Zimmerman ("Complainant") against Fine Line Graphics, Inc. ("Respondent"). This Settlement is signed by Complainant, as well as the Respondent's vice president, Ronald Beauregard. The Addendum, Cognovit Promissory Note, is signed by Mr. Beauregard and

¹ 29 C.F.R. § 24.111(d)(2) states that at any time after the filing of objections to the Assistant Secretary's findings and preliminary order, the case may be settled and, if the case is before an administrative law judge, the settlement is contingent upon the approval of the administrative law judge. Any settlement approved by the administrative law judge becomes the final order of the Secretary. 29 C.F.R. § 24.111(e).

² The parties have agreed that the terms of the settlement will be treated as confidential. The parties are afforded the right to request that information be treated as confidential commercial information where, as here, they are required to submit information involuntarily. 20 C.F.R. § 70.26(b) (2001). The DOL is then required to take steps to preserve the confidentiality of that information, and must provide the parties with predisclosure notification if a FOIA request is received seeking release of that information. Accordingly, the Settlement in this matter will be placed in an envelope marked "PREDISCLURE NOTIFICATION MATERIALS." Consequently, before any information in this file is disclosed pursuant to a FOIA request, the DOL is required to notify the parties to permit them to file any objections to disclosure. *See* 29 C.F.R. § 70.26 (2001). Furthermore, the undersigned will refrain from discussing specific terms or dollar amounts contained in the Settlement.

notarized. The Settlement provides that Complainant will release Respondent from claims arising under the CAA as well as various other laws, to include a complaint filed in Ohio state court. This Order, however, is limited to whether the terms of the Settlement are a fair, adequate and reasonable settlement of Complainant's allegations that Respondent violated the CAA.³

The Settlement provides that Respondent shall make payments to Complainant and to Complainant's attorney of the amounts agreed upon. The parties represent that the compensation terms are fair and reasonable in relation to the claim. The Settlement also provides that Complainant will release any and all claims against Respondent arising out of his employment with Respondent, and specifically that the present action shall be dismissed with prejudice, with each party to bear its respective costs and fees, except as provided in the Settlement.

Having been advised of the settlement terms and having reviewed the Settlement, noting that the parties are represented by counsel, I find the terms of the Settlement to be fair, adequate, reasonable, and not contrary to public policy, and are therefore approved. Upon my approval, the parties shall implement the terms of the Settlement as stated in the Settlement. This Decision and Order shall have the same force and effect as one made after a full hearing on the merits. Again, it is noted that my authority only extends to approving settlement of Complainant's claim against Respondent under the CAA.

Accordingly, **IT IS HEREBY ORDERED** that the Settlement Agreement and Release, with Addendum, Cognovit Promissory Note, filed on January 5, 2015, is **APPROVED**, and thereby becomes the final order of the Secretary and may be enforced pursuant to 29 C.F.R. §24.111(e).

IT FURTHER ORDERED that the complaint filed in this matter is **DISMISSED WITH PREJUDICE**, with each party to bear its own costs.

SO ORDERED:

JOSEPH E. KANE
Administrative Law Judge

³ As stated in *Poulos v. Ambassador Fuel Oil Co. Inc.*, Case No. 86-CAA-1, Sec. Order, (Nov. 2, 1987), "the Secretary's authority over the settlement agreement is limited to such statutes as are within [the Secretary's] jurisdiction and is defined by the applicable statute." I have therefore limited my review of the Settlement to determining whether the terms thereof are a fair, adequate and reasonable settlement of the Complainant's allegation that the Respondent had violated the CAA.

