



Issue Date: 30 January 2018

CASE NO. 2017-ERA-00002

In the Matter of

JOSE A. SOLIS,
Complainant,

v.

**CH2M HILL PLATEAU REMEDIATION
COMPANY, BABCOCK SERVICES,
INC., AND WATTS CONSTRUCTION, INC.**
Respondents.

**ORDER APPROVING SETTLEMENT
AND DISMISSING COMPLAINT**

This case arises under the Energy Reorganization Act, 42 U.S.C. § 5851, and its implementing regulations, 29 C.F.R. Part 24. On August 15, 2017, I granted Respondent CH2M Hill Plateau Remediation Company's motion for summary decision and dismissed Complainant's claim against that Respondent.

On January 30, 2018, the remaining parties filed a joint motion to approve a proposed settlement agreement and dismiss what remains of the case. In addition to requiring the remaining Respondents to pay certain amounts to Complainant, the proposed settlement agreement requires these Respondents to pay specified attorney's fees and costs to Complainant's counsel under the Act's fee-shifting provision. *See* 42 U.S.C. § 5851(b)(2)(B). A settlement requires the approval of the administrative law judge. *See* 29 C.F.R. § 24.111(d)(2). I will grant these parties' joint motion with certain caveats.

First, language in the settlement agreement releases, holds certain persons harmless, or otherwise addresses claims and potential claims that go beyond the scope of the Energy Reorganization Act and its implementing regulations. *See, e.g.,* ¶¶ 8, 9. I limit my review to the asserted claim under the Energy Reorganization Act only.

Second, the tax characterization and treatment of the settlement is outside the jurisdiction and expertise of this Office, and I do not review it.

Third, the agreement contains confidentiality provisions. *See* ¶ 3.d, e. The parties take care to exclude from these provisions activity that the Act protects, truthful responses to inquiries made

in connection with legal or governmental proceedings pursuant to subpoena, and certain inquiries under certain circumstances concerning Respondents' contracts at the Hanford Site (as per ¶ 3.c).

I construe these provisions to allow Complainant to disclose the settlement agreement and to respond to questions about it and about this litigation when required by law or proper legal process. The provisions do not purport to limit disclosures that the Department of Labor might make. The parties should appreciate that the records of the Department of Labor are subject to the Freedom of Information Act. If a person makes a FOIA request that extends to this settlement agreement, the Department (after complying with the applicable regulatory procedures) might release to the requestor a copy of the settlement agreement.¹

Order

The proposed settlement agreement – including the provision for Babcock Services, Inc. and Watts Constructions, Inc.'s payment of Complainant's counsel's fees and costs – is fair and reasonable as to the claim under the Energy Reorganization Act. None of the terms is against public interest. The proposed settlement agreement is APPROVED. Complainant, Babcock Services, Inc., and Watts Constructions, Inc., and each of them is ORDERED to comply with all of the terms in the settlement agreement.²

This matter is DISMISSED with prejudice in its entirety as to all claims and all parties.

SO ORDERED.

STEVEN B. BERLIN
Administrative Law Judge

¹ Some portions of the settlement agreement might be exempt from FOIA disclosure. I do not reach the scope or application of any FOIA exemption.

² The previously dismissed party respondent, CH2M Hill Plateau Remediation Company, has no obligations under the settlement agreement or under this Order.