



Issue Date: 04 March 2016

CASE NO. 2015-NTS-00001

In the Matter of

MICHAEL BEN GRAVES,
Complainant,

v.

**MV TRANSPORTATION, BROADSPIRE,
ACE AMERICAN INSURANCE COMPANY,
LINDA MCDONELL, AND LAWENA
CARTER PORTER,**
Respondents.

**ORDER APPROVING SETTLEMENT
AND DISMISSING COMPLAINT**

This case arises under the National Transit Systems Security Act, 6 U.S.C. § 1142, and its implementing regulations, 29 C.F.R. Part 1982. On February 22, 2016, Complainant filed a joint motion to dismiss. I vacated the scheduled hearing and ordered the parties to submit settlement documents for review and approval. *See* 29 C.F.R. § 1982.111(d)(2). They submitted a proposed settlement agreement on March 3, 2016. The agreement is between Complainant and MV Transportation. It benefits, not only those two parties, but also all other Respondents in that it agrees to a dismissal of this action in its entirety as to all parties.

I find the proposed settlement proper, and I approve it with caveats.

First, language in the agreement purports to settle, release, or otherwise address claims and potential claims that go beyond the scope of the National Transit Systems Security Act and its implementing regulations. I limit my review to the asserted whistleblower claim only; anything beyond that exceeds this Office's jurisdiction.

Second, the parties agree that Respondent MV Transportation will not withhold payroll taxes from the settlement amount. 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 parties choose California law to control any dispute between them concerning the agreement. As I construe this provision, it is not intended to and does not limit the authority of any federal court or of the Secretary of Labor. It is an agreement between the parties, limited in

its application to themselves. For the federal courts and the Secretary, the law and regulations of the United States control.¹

Fourth, the agreement contains a non-disclosure provision that imposes certain requirements on Complainant. I construe the provision to allow Complainant to disclose the settlement agreement or respond to questions about it when required by law or proper legal process. The provision does 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 requests information that includes this settlement agreement, the Department (after complying with the applicable regulatory procedures) might release to the requestor a copy of the settlement agreement.

Order

The proposed settlement agreement is fair and reasonable as to the claim under the National Transit Systems Security Act. None of the terms is against the public interest. The proposed settlement agreement is APPROVED, and the parties are ORDERED to comply with its terms.

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 See *Hildebrand v. H. H. Williams Trucking, LLC*, ARB No. 11-030, ALJ No. 2010-STA-056, slip op. at 3 (ARB Sept. 26, 2011).