



**Issue Date: 26 February 2014**

Case No.: 2013-PSI-00002

In the Matter of

**WILLIAM RECORDS,**  
Complainant

v.

**CHAZEN COMPANIES**  
**ORANGE AND ROCKLAND UTILITIES,**  
Respondents

**ORDER APPROVING SETTLEMENT AGREEMENT**

This matter arises under the employee protection provisions under the Pipeline Safety Improvement Act of 2002, 49 U.S.C. §60129; the Safe Water Drinking Act, 42 U.S.C. §300j-9(i); the Water Pollution Control Act, 33 U.S.C. §1367; and the Toxic Substances Control Act, 15 U.S.C. §2622 (collectively referred to herein as the “ACTS”). The ACTS include protection for whistleblowers from firing or taking any other punitive action against employees who give information regarding safety to the employer or to the federal government.

On February 19, 2014 counsel for Complainant, William Records, submitted a *Confidential Settlement Agreement And Release* (“Settlement Agreement”) executed by counsel for the parties, as well as by Complainant.

My review of the Settlement Agreement is limited to a determination of whether its terms are fair, adequate and reasonable under the PSIA. *See e.g., Poulos v. Ambassador Fuel Oil Co.*, No. 91-ERA-25, slip op. at 2 (Sec’y of Labor, Nov. 4, 1991). The Settlement Agreement must adequately protect the whistleblower. Furthermore, the settlement must not be contrary to public interest.

Paragraph 3 of the Settlement Agreement includes provisions which purport to settle claims beyond the scope of the ACTS. I limit my review to the claims under the ACTS only; anything beyond that exceeds my jurisdiction.

Paragraph 7 of the Settlement Agreement limits Complainant’s and Complainant’s attorney’s disclosure of certain items. The Office of Administrative Law Judges, however, does not treat settlement agreements or the orders approving them confidentially. Our case files are

generally public and subject to disclosure under the Freedom of Information Act (“FOIA”) and the provisions under Paragraph 7 do acknowledge the possible application of the FOIA.

Paragraph 10 of the Settlement Agreement provides that the Settlement Agreement shall be governed and construed under the laws of the State of New York. This choice of law provision is construed as not limiting the authority of the Secretary of Labor or any Federal court, which shall be governed in all respects by the laws and regulations of the United States. *See e.g., Phillips v. Citizens Ass’n for Sound Energy*, No. 91-ERA-25, slip. op. at 2 (Sec’y of Labor, Nov. 4, 1991).

After careful consideration of the Settlement Agreement, I find that the terms and conditions are acceptable. Moreover, I find the terms of the agreement to be fair, adequate, and reasonable under the ACTS, and that the terms adequately protect Mr. Records. Furthermore, I believe it is in the public interest to approve the Settlement Agreement as a basis for administrative disposition of this case, and I therefore approve the Settlement Agreement.

IT IS HEREBY ORDERED that the Settlement Agreement, as construed in this Order, is APPROVED, and the complaint which comprises OALJ Case No. 2013-PSI-00002 is DISMISSED WITH PREJUDICE. In accordance with the regulations, the Settlement Agreement constitutes the final order of the Secretary of Labor and may be enforced under 29 C.F.R. § 1981.113.

**LYSTRA A. HARRIS**  
Administrative Law Judge

Cherry Hill, New Jersey