



Issue Date: 02 November 2018

CASE NO.: 2017-PSI-00002

In the Matter of:

JOSEPH STOCKEL,
Complainant,

v.

PACIFIC GAS & ELECTRIC CO.
Employer.

ORDER APPROVING REVISED SETTLEMENT AGREEMENT

The parties have settled this matter that arose under the whistleblower protection provisions of the Pipeline Safety Improvement Act, 49 U.S.C. § 60129. A settlement requires the administrative law judge's approval. *See* 29 C.F.R. § 1981.111(d)(2).

On September 24, 2018, the parties submitted a proposed settlement agreement for review and approval. I rejected the proposal for two stated reasons. On October 26, 2018, the parties submitted a revised settlement agreement. The revised settlement agreement addresses the deficiencies in the initial submission. It addresses all fees owed Complainant's counsel. I will approve the revised settlement agreement with some caveats.

First, some of the provisions in the settlement agreement extend to claims beyond the scope of the Act. I limit my review to the Pipeline Safety Improvement Act claim. This order does not concern the settlement or release of any claims other than those arising under the Pipeline Safety Improvement Act based on conduct through the date of the agreement.

Second, the parties should be aware that – whatever the parties might agree concerning confidentiality – the Freedom of Information Act applies to all of this Office's records and will apply to the settlement agreement. If a request is received for access to the settlement agreement under FOIA, the Department of Labor will provide the litigants with pre-disclosure notification and an opportunity to respond before any disclosure is made. *See* 29 C.F.R. § 70.26. The parties may include in their settlement agreement agreed language (consistent with legal limits) that precludes the parties themselves from making specified disclosures. But the parties cannot limit the Department's disclosures.

Third, the parties choose California law to control any dispute between them concerning the settlement agreement. ¶ 22. 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

That said, the proposed settlement agreement is fair and reasonable as to the claim under the Pipeline Safety Improvement Act. It adequately protects Complainant. None of its terms is against public policy. The proposed settlement is therefore APPROVED, and the parties are ORDERED to comply with its terms. *See* 29 C.F.R. § 1981.111(d)(2). This matter is DISMISSED.

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).