



Issue Date: 23 January 2006

CASE NO.: 2005 SOX 40
In the Matter of
GERALD TEMPTON
Complainant

v.

**IK ENTERPRISES, INC.,
IRAKLIS KARABASSIS, and
BENETTON GROUP S.P.A.**
Respondents

Appearances: Mr. R. Scott Oswald, Attorney
Ms. Courtney R. Abbott, Attorney
For Mr. Gerald Tempton

Mr. Russell Gore, Attorney
Ms. Christina Pignatelli, Attorney
For IK Enterprises and Mr. Iraklis Karabassis

Mr. Timothy J. Jucovy, Attorney
Mr. Jeffrey G. Huvelle, Attorney
Ms. Reenah L. Kim, Attorney
For Benetton Group

Before: Richard T. Stansell-Gamm
Administrative Law Judge

**FINAL ORDER –
DISMISSAL OF INITIAL CLAIM &
AMENDED COMPLAINT WITH PREJUDICE**

This matter arises under the employee protection provision of under Section 806 of the Sarbanes-Oxley Act of 2002, (Public Law 107-204), 18 U.S.C. § 1514A, (“Act”) as implemented by 29 C.F.R. Part 1980. The first scheduled hearing was set for May 26, 2005 in Austin, Texas. Subsequently, due to a series of multiple and diverse motions, and based upon agreement of counsel, the hearing was rescheduled for May 22, 2006 in Washington D.C.

Between December 22 and December 28, 2005, the parties signed an agreement which fully settles and resolves their dispute. All parties were ably represented by counsel. The Complainant represents his understanding of the agreement’s provisions and voluntarily accepts the settlement. Having reviewed the agreement, I find the provisions are fair, adequate and not

contrary to public interest.¹ Further, the settlement supports a finding that the initial SOX claim and amended complaint be dismissed with prejudice. Accordingly, approval of the agreement is appropriate. Upon my approval, the parties shall implement their settlement as specifically stated in the agreement.²

ORDER

1. The parties' Settlement Agreement is **APPROVED**.
2. The hearing scheduled for May 26, 2006 is **CANCELLED**.
3. The initial SOX claim and amended complaint of Mr. Gerald Tempton are **DISMISSED WITH PREJUDICE**.³

SO ORDERED:

A
RICHARD T. STANSELL-GAMM
Administrative Law Judge

Date Signed: January 20, 2006
Washington, D.C.

¹See *Macktal v. Secretary of Labor*, 923 F.2d 1150, 1153-54 (5th Cir. 1991); *Thompson v. U.S. Dep't of Labor*, 885 F.2d 551, 556 (9th Cir. 1989); *Fuchko and Yunker v. Georgia Power Co.*, 89-ERA-9, 89-ERA-10 (Sec'y Mar. 23, 1989) and *Heffley v. NGK Metals Inc.*, 89-SDW-2 (Sec'y Mar. 6, 1990).

²The parties have agreed to keep the specific terms of the agreement confidential, subject to applicable laws. To effectuate such confidentiality, I have sealed the settlement agreement. However, notwithstanding the parties' agreement, the parties' submissions, including the settlement agreement, become part of the record of the case and are subject to the Freedom of Information Act ("FOIA"), 5 U.S.C. § 552 (a). If a FOIA request is made for the settlement agreement, the U.S. Department of Labor will have to respond and decide whether to exercise its discretion to claim any applicable exemption. See *Debose v. Carolina Power and Light Co.*, 92-ERA-14 (Sec'y Feb. 7, 1994) and *Darr v. Precise Hard Chrome*, 95-CAA-6 (Sec'y May 9, 1995).

³Pursuant to 29 C.F.R. § 1980.111 (e), this approved settlement constitutes the final order of the Secretary, U.S. Department of Labor, and may be enforced in accordance with 29 C.F.R. § 1980.113.