



Issue Date: 09 July 2010

CASE NO.: 2010-SOX-00026

In the Matter of

LEVAN SURGULADZE,
Complainant,

v.

UBS INVESTMENT BANK AND UBS AG,
Respondents.

**DECISION AND ORDER APPROVING SETTLEMENT
AND DISMISSING COMPLAINT WITH PREJUDICE**

This case arises out of a complaint of discrimination filed pursuant to the employee protection provisions of Public Law 107-204, Section 806 of the Corporate and Criminal Fraud Accountability Act of 2002, Title VIII of the Sarbanes-Oxley Act of 2002, 18 U.S.C. § 1514A et seq. (“the Sarbanes-Oxley Act” or “the Act”) enacted on July 30, 2002. The Sarbanes-Oxley Act provides the right to bring a “civil action to protect against retaliation in fraud cases” under section 806 to employees who “provide information, cause information to be provided, or otherwise assist in an investigation regarding any conduct which the employee reasonably believes constitutes a violation of [certain provisions of the Sarbanes-Oxley Act], any rule or regulation of the Securities and Exchange Commission, or any provision of Federal law relating to fraud against shareholders...” 18 U.S.C. § 1514A(a)(1). The Sarbanes-Oxley Act extends such protection to employees of companies “with a class of securities registered under Section 12 of the Securities Exchange Act of 1934 (15 U.S.C. § 781)[“SEA of 1934”] or that are required to file reports under Section 15 (d) of the Securities Exchange Act of 1934 (15 U.S.C. § 780(d)).” 18 U.S.C. § 1514A(a). The Secretary of the Department of Labor, through its agency The Occupational Safety and Health Administration (“Secretary”, hereinafter), is authorized by the Act to conduct investigations into complaints. Parties may appeal the findings of the Secretary to the United States Department of Labor’s Office of Administrative Law Judges (“OALJ”, hereinafter).

On April 3, 2007, Levan Surguladze (“Complainant”) filed a complaint of discrimination with the Occupational Safety and Health Administration (“OSHA”) of the United States Department of Labor, under Section 211 of the ERA. OSHA dismissed the complaint, and Complainant appealed that determination to the Department of Labor’s Office of Administrative Law Judges (“OALJ”). The case was assigned to me. By Order issued March 3, 2010, I scheduled a hearing to commence on April 19, 2010. The parties subsequently requested a continuance of the hearing in order to discuss settlement of the controversy. I held a telephone

conference with the parties, at which we discussed a deadline for the submission of a discovery plan, which I extended by Order of June 3, 2010. On June 11, 2010, the parties advised me that they had settled the case. The parties submitted an executed Settlement Agreement on June 28, 2010.

I have carefully reviewed the terms of the Agreement and the assertions of the parties regarding the need for confidentiality. I find that the Agreement conforms with 29 C.F.R. §70.26 and accept it in accordance with the confidentiality procedures set forth therein, in consideration of the request of the parties that the Agreement be exempted from production under any request made under the Freedom of Information Act (“FOIA”), 5 U.S.C. §552. Although the Department of Labor is responsible for making determinations regarding the application of FOIA and exemptions from disclosure, I find that the parties are entitled to pre-disclosure notice, as defined by 29 C.F.R. §70.26.

FINDINGS OF FACT

I make the following findings:

1. The Agreement is fair, adequate and reasonable on its face;
2. This Decision and Order shall have the same force and effect as one made after a full hearing on the merits; and
3. The Agreement reflects the entire understanding between the parties and fully settles all controversies arising from the circumstances underlying the claims under the Act.

ORDER

Accordingly, IT IS HEREBY ORDERED that:

1. The Agreement between the parties is APPROVED, and the parties shall comply with the terms thereof;
2. The complaint of Levan Surguladze v. UBS Investment Bank and UBS AG is hereby DISMISSED WITH PREJUDICE;
3. The terms of the Agreement shall not be disclosed by any party or OALJ, either specifically or generally, pursuant to 29 C.F.R. § 70.26.

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Janice K. Bullard
Administrative Law Judge

Cherry Hill, New Jersey

