

UNITED STATES DEPARTMENT OF LABOR  
OFFICE OF ADMINISTRATIVE LAW JUDGES  
BOSTON, MASSACHUSETTS

Issue Date: 24 March 2014

ALJ NO.: 2014-SOX-00006

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ANN B. RUPLE,  
*Complainant,*

v.

CLEAN DIESEL TECHNOLOGIES, INC.,  
CLEAN DIESEL BOARD OF DIRECTORS,  
MICHAEL ASMUSSEN, CEO, and  
CHARLES GRINNELL, GENERAL COUNSEL,  
*Respondents.*

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

This proceeding arises from a complaint of discrimination filed by Ann Ruple (“Ruple” or the “Complainant”) against the above named Respondents under Section 806 of the Corporate and Criminal Fraud Accountability Act of 2002, Title VIII of The Sarbanes-Oxley Act of 2002 (“SOX”), 18 U.S.C.A. § 1514A (West 2004) and the procedural regulations found at 29 C.F.R. Part 1980 (2004). On March 24, 2014, the parties filed a Joint Motion for Approval of Settlement Agreement, attaching the Settlement Agreement.

In reviewing the Settlement Agreement, I must determine whether the terms of the agreement fairly, adequately and reasonably settle the Complainant’s allegations that the Respondent violated the SOX whistleblower provisions. I find that the Settlement Agreement complies with the standard required and it is APPROVED pursuant to 29 C.F.R. § 1980.111(d)(2).

With regard to confidentiality of the Settlement Agreement, the parties are advised that notwithstanding the confidential nature of the Settlement Agreement, all of their filings, including the Settlement Agreement, are part of the record in this case and may be subject to disclosure under the Freedom of Information Act (“FOIA”), 5 U.S.C.A. § 552 *et seq.* The Administrative Review Board has noted that:

If an exemption is applicable to the record in this case or any specific document in it, the Department of Labor would determine *at the time a request is made* whether to exercise its discretion to claim the exemption and withhold the

document. If no exemption is applicable, the document would have to be disclosed.

*Seater v. S. Cal. Edison Co.*, ARB No. 97-072, ALJ No. 1995-ERA-00013 at 2 (ARB March 27, 1997) (emphasis added). Should disclosure be requested, the parties are entitled to pre-disclosure notification rights under 29 C.F.R. § 70.26.

I note the parties choose Connecticut law to control any dispute between them concerning the Agreement. *See* ¶ 8. As I construe this provision, it is not intended to and does not limit the authority of any federal court or 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.<sup>1</sup>

In reviewing the Settlement Agreement, I also note that my authority over settlement agreements is limited to the statutes that are within my jurisdiction as defined by the applicable statute. Therefore, I approve only the terms of the Agreement pertaining to Ruple's current SOX case, 2014-SOX-00006. *Anderson v. Schering Corp.*, ARB No. 10-070, ALJ No. 2010-SOX-7 (ARB Jan. 31, 2011).

Accordingly, it is **ORDERED** that:

- (1) The Settlement Agreement is **APPROVED**;
- (2) The Settlement Agreement shall be designated as confidential subject to the procedures requiring disclosure under FOIA; and
- (3) The Complaint of Ann Ruple is **DISMISSED WITH PREJUDICE**.

**SO ORDERED.**

**COLLEEN A. GERAGHTY**  
Administrative Law Judge

Boston, Massachusetts

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<sup>1</sup> *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).