

**U.S. Department of Labor**

Office of Administrative Law Judges  
800 K Street, NW, Suite 400-N  
Washington, DC 20001-8002

(202) 693-7300  
(202) 693-7365 (FAX)



**Issue Date: 15 September 2016**

**OALJ No. 2016-SOX-00029**  
**OSHA No. 5-1260-15-146**

*In the Matter of:*

**MAURISE THOMAS,**  
*Complainant,*

v.

**JPMORGAN CHASE BANK, N.A.,**  
*Respondent.*

Appearances: Maurise Thomas  
Chicago, Illinois  
Pro Se

Katherine A. Manuel, Esq.  
Thomas E. Deer, Esq.  
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.  
Chicago, Illinois  
For the Respondent

Before:

Stephen R. Henley  
Chief Administrative Law Judge

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

This proceeding arises under Section 806 of the Corporate and Criminal Fraud Accountability Act of 2003, Title VII of the Sarbanes-Oxley Act of 2002 (“SOX” or “the Act”), as amended, 18 U.S.C. § 1514A, and the implementing regulations at 29 C.F.R. Part 1980.

**Background**

On June 24, 2015, Maurise Thomas (“Complainant”) filed a complaint with the U.S. Department of Labor, Occupational Safety and Health Administration (“OSHA”) alleging that he had been terminated by JPMorgan Chase Bank, N.A. (“JPMorgan” or “Respondent”) on February 23, 2015 in retaliation for reporting alleged bank fraud. On March 31, 2016, the

Secretary of Labor, acting through the OSHA Regional Administrator, dismissed the complaint finding that Complainant had not engaged in protected activity under the Act. On April 19, 2016, Complainant filed objections to the Secretary's Findings and requested a hearing with the U.S. Department of Labor, Office of Administrative Law Judges ("OALJ" or "Office"). On April 21, 2016, I issued an *Initial Prehearing Order and Notice of Hearing*, scheduling a formal hearing in Chicago, Illinois on September 14, 2016.

On July 15, 2016, Respondent filed a *Motion to Dismiss Complainant Maurise Thomas' Complaint* ("Motion to Dismiss"). On July 25, 2016, Respondent filed an *Unopposed Motion for Extension to the Discovery and Pre-hearing Disclosure Deadlines* ("Motion for Extension"), requesting a two-week extension of the discovery and pre-hearing disclosure deadlines. On July 26, 2016, I denied Respondent's Motion to Dismiss and granted its Motion for Extension, setting August 19, 2016 as the deadline to complete discovery. On August 16, 2016, Respondent filed a *Motion for Sanctions or, in the Alternative, to Compel Discovery Responses and Documents from Complainant* ("Motion"), requesting that the proceeding be dismissed for Complainant's "complete failure to comply with the applicable discovery regulations or, alternatively, compel Complainant to respond . . . and stay further proceedings until Complainant satisfies his discovery obligations." (Motion at 1.) On August 23, 2016, Respondent filed a *Motion for Entry of Protective Order* and a *Proposed Protective Order*. On September 6, 2016, I issued a *Protective Order and Order Granting Respondent's Motion to Compel Discovery Responses and Documents, in Part*. However, on September 12, 2016, Respondent filed an *Unopposed Motion for Settlement Approval*, with an attached *Confidential Settlement Agreement and General Release* ("Settlement")<sup>1</sup> for my review, and I cancelled the September 14, 2016 hearing.

### **Settlement Agreement**

Proceedings before the OALJ may be terminated on the basis of a settlement if the administrative law judge (ALJ) approves the settlement. 29 C.F.R. § 1980.111(d)(2). The ALJ reviews the terms of the settlement to ensure that they are fair, adequate, and reasonable. *See, e.g., Gonzales v. J.C. Penney Corp., Inc.*, ARB No. 10-148, ALJ No. 2010-SOX-045 (ARB Sept. 28, 2012).

The Settlement resolves the controversy arising from Complainant's claim against Respondent. This Settlement is signed by Complainant and Respondent. It is unclear whether Complainant has sought the advice of counsel in his review of the Settlement. However, the Settlement provides that the parties had sufficient time to consult with legal counsel and there is no indication that the agreement was made under duress. The Settlement provides that Complainant will release Respondent from claims arising under the SOX, as well as various

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<sup>1</sup> The parties have agreed that the terms of the settlement will be treated as confidential. The parties are afforded the right to request that information be treated as confidential commercial information where, as here, they are required to submit information involuntarily. 20 C.F.R. § 70.26(b) (2001). The DOL is then required to take steps to preserve the confidentiality of that information, and must provide the parties with predisclosure notification if a FOIA request is received seeking release of that information. Accordingly, the Settlement in this matter will be placed in an envelope marked "PREDISCLURE NOTIFICATION MATERIALS." Consequently, before any information in this file is disclosed pursuant to a FOIA request, the DOL is required to notify the parties to permit them to file any objections to disclosure. *See* 29 C.F.R. § 70.26 (2001). Furthermore, the undersigned will refrain from discussing specific terms or dollar amounts contained in the Settlement.

other laws. However, this order is limited to whether the terms of the Settlement are a fair, adequate, and reasonable settlement of Complainant's allegations that Respondent violated SOX.<sup>2</sup> The Settlement provides that Respondent shall make a payment to Complainant of the amount agreed upon, and that Complainant will release any and all claims arising out of his employment with Respondent, and specifically that the present action shall be dismissed with prejudice pending OALJ's approval of the Settlement.

Having reviewed the Settlement, I find it to be fair, adequate, reasonable, and not contrary to public policy, and therefore approve the Settlement. Upon my approval, the parties shall implement the terms of the Settlement as stated therein. This order shall have the same force and effect as one made after a full hearing on the merits. Again, it is noted that my authority only extends to approval of the settlement of Complainant's claim against Respondent under the SOX.

Accordingly, it is hereby ORDERED that the *Confidential Settlement Agreement and General Release* filed on September 12, 2016 is APPROVED, and thereby becomes the final order of the Secretary and may be enforced pursuant to 29 C.F.R. §§ 1980.113 and 1980.111(e). It is further ORDERED that the complaint filed in this matter is DISMISSED with prejudice.

**SO ORDERED.**

**STEPHEN R. HENLEY**  
Chief Administrative Law Judge

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<sup>2</sup> As stated in *Poulos v. Ambassador Fuel Oil Co. Inc.*, Case No. 86-CAA-1, Sec. Order, (Nov. 2, 1987), "the Secretary's authority over the settlement agreement is limited to such statutes as are within [the Secretary's] jurisdiction and is defined by the applicable statute." I have therefore limited my review of the Settlement Agreement to determining whether the terms thereof are a fair, adequate and reasonable settlement of the Complainant's allegation that the Respondent had violated SOX.