



**Issue Date: 15 May 2018**

CASE NO. 2017-SOX-00037

*In the Matter of*

**RONALD STURDEVANT,**  
Complainant,

v.

**DEAN FOODS COMPANY,**  
Respondent.

**ORDER APPROVING REVISED SETTLEMENT  
AGREEMENT AND DISMISSING CASE**

The parties have settled this matter that arose under the whistleblower protection provisions of the Sarbanes-Oxley Act, 18 U.S.C. § 1514A. As the regulations require, on March 19, 2018, the parties submitted a proposed settlement agreement for review and approval. *See* 29 C.F.R. § 1980.111(d)(2). I disapproved the proposal without prejudice because the release Complainant was required to provide was so broad that he could not reasonably be expected to know whom he was releasing. The parties submitted an unredacted revised settlement agreement on May 3, 2018 and requested that it be sealed. I will approve the revised settlement agreement with some caveats. I will address the motion to seal in a separate order.

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

Second, whatever the parties might agree concerning confidentiality, the records of this Office are subject to the Freedom of Information Act. 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. I will affix a statement to the settlement agreement to notify the FOIA office of this requirement. Nothing about this is a finding that the settlement agreement or any portion of it is or is not exempt from disclosure under the Freedom of Information Act, nor does it indicate that the Department of Labor ultimately will grant or instead will decline disclosure of the settlement agreement to any person requesting it under FOIA.

Third, the parties choose Utah law to control any dispute between them concerning the Agreement. *See* ¶ 6. 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>

That said, the proposed settlement agreement is fair and reasonable as to the claim under the Sarbanes-Oxley 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. § 1980.111(d)(2). This matter is DISMISSED.

SO ORDERED.

STEVEN B. BERLIN  
Administrative Law Judge

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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).