



Issue Date: 27 February 2020

CASE NO.: 2019-SOX-00041

In the Matter of:

DANIEL STEPHENS,
Complainant,

v.

VERIZON WIRELESS TEXAS, LLC,
Respondent.

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

The parties have settled this matter arising under the whistleblower protection provisions of the Sarbanes-Oxley Act, 18 U.S.C. § 1514A, and its implementing regulations, 29 C.F.R. Part 1980. A settlement requires the administrative law judge's approval. *See* 29 C.F.R. § 1980.111(d)(2). On February 4, 2020, the parties filed an unredacted proposed settlement agreement for review and approval. They moved to seal the unredacted version of the agreement. I will address the motion to seal in a separate order.

At a teleconference with counsel, I identified certain provisions in the proposed agreement that I could not approve. I allowed the parties to submit a revised settlement agreement. On February 25, 2020 the parties submitted a revised settlement agreement. The revised settlement agreement addresses the deficiencies in the previous submission. I will approve this revised settlement agreement with some caveats.

First, some of the provisions in the settlement agreement extend to claims beyond the scope of the Sarbanes-Oxley Act. I limit my review to the Sarbanes-Oxley 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, the parties should be aware that—whatever the parties might agree concerning confidentiality—the Freedom of Information Act (FOIA) applies to all of this Office's records and will apply to the settlement agreement. 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. The parties may include in their settlement agreement language (consistent with legal limits) that precludes the parties themselves from making specified disclosures. But the parties cannot limit the Department's disclosures. Nothing about this is a finding that the settlement agreement or

any portion of it is or is not exempt from disclosure under FOIA, nor does it indicate that the Department of Labor ultimately will grant or will decline disclosure of the settlement agreement to any person requesting it under FOIA.

Third, to the extent that federal law does not govern, the parties choose Texas law to control any dispute between them about the settlement agreement. ¶ 10. As I construe this provision, it is not intended to and does not limit the authority of any federal court or of 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.¹

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. I incorporate the settlement agreement by reference. The proposed settlement is APPROVED, and the parties are ORDERED to comply with its terms. *See* 29 C.F.R. § 1980.111(d)(2). The settlement agreement therefore is the final order of the Secretary and may be enforced pursuant to 29 C.F.R. § 1980.113. 29 C.F.R. § 1980.111(e).

This matter is DISMISSED.

SO ORDERED.

STEVEN B. BERLIN
Administrative Law Judge

¹ *See Hildebrand v. H. H. Williams Trucking, LLC*, ARB No. 11-030, ALJ No. 2010-STA-56, slip op. at 3 (ARB Sept. 26, 2011).