



Issue Date: 06 February 2020

CASE NO.: 2019-SOX-00011

In the Matter of:

EDWARD TWOREK,
Complainant,

v.

ALCAMI CORP.,
Respondent.

**DECISION AND ORDER APPROVING CONFIDENTIAL SETTLEMENT
AGREEMENT AND DISMISSING CLAIM WITH PREJUDICE**

This proceeding arises from a complaint of discrimination filed under 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 (“Act” or “SOX”) and the regulations found at 29 C.F.R. Part 1980. This matter was assigned to the undersigned on June 5, 2019. On February 3, 2020, counsel for Alcami Corporation (the “Respondent”) filed a General Release and Confidential Settlement Agreement (“Settlement Agreement”).¹

The regulation at 29 C.F.R. § 1980.111(d)(2) provides that at “any time after the filing of objections to the Assistant Secretary’s findings and/or order, the case may be settled if the participating parties agree to a settlement and the settlement is approved by the” administrative

¹ The parties have agreed that the terms of the Settlement Agreement are mutually confidential. Consistent with 29 C.F.R. § 70.26 (2017) and Executive Order 12,600, “Predisclosure Notification Procedures for Confidential Commercial Information” (Exec. Or. 12,600, 52 Fed. Reg. 23781, 3 C.F.R., 1988 Comp., 235), the materials contained in the Settlement will be placed in a sealed envelope marked “Confidential Settlement Materials – Confidential Commercial Information. See 29 C.F.R. § 70.26.” Moreover, in this Order, the undersigned has refrained from referencing any specific terms or dollar amounts contained in the Settlement Agreement. In general, confidential commercial information will be disclosed under the Freedom of Information Act (“FOIA”) only in accordance with 29 C.F.R. § 70.26 and Executive Order 12,600. Pursuant to 29 C.F.R. § 70.26(a), a submitter of confidential commercial information must use good-faith efforts to designate any portions of its submission that it considers to be protected from disclosure under Exemption 4. The Department of Labor (“Department”) will provide a submitter with prompt written notice of a FOIA request that seeks its confidential commercial information whenever required under 29 C.F.R. § 70.26(d), except as provided in 29 C.F.R. § 70.26(g), in order to give the submitter an opportunity to object in writing to disclosure of any specified portion of that information under paragraph 29 C.F.R. § 70.26(e).

law judge. Under 29 C.F.R. § 1980.111(e), any settlement the administrative law judge approves constitutes the final order of the Secretary.

The Settlement Agreement resolves the controversy arising from the complaint filed by Edward Tworek (the “Complainant”) under the Act. Both the Complainant and counsel for the Employer signed the Settlement Agreement. Moreover, the Settlement Agreement provides that the Complainant will release the Respondent from claims arising under SOX, among other statutes. However, this Decision and Order is limited to whether the terms of the Settlement Agreement fairly, adequately, and reasonably settle the Complainant’s allegations under SOX.²

Having reviewed the Settlement Agreement in full and noting that attorneys represent both parties, I find that the Settlement Agreement’s terms are fair, adequate, reasonable, and consistent with public policy. Therefore, I hereby approve the Settlement Agreement. This Decision and Order shall have the same force and effect as one made after a full hearing on the merits.

Based on the foregoing, it is hereby **ORDERED** that the Settlement Agreement and General Release is hereby **APPROVED** and may be enforced pursuant to 29 C.F.R. § 1980.113. This claim is hereby **DISMISSED WITH PREJUDICE**.

SO ORDERED.

JOHN P. SELLERS, III
ADMINISTRATIVE LAW JUDGE

² 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.” Consequently, my review of the Settlement Agreement is limited to determining whether its terms are a fair, adequate, and reasonable settlement of the Complainant’s complaint under SOX.