



Issue Date: 24 April 2012

CASE NO.: 2012-WPC-00001

In the Matter of:

**GY BENNAR,
Complainant,**

v.

**SOUTHWESTERN OKLAHOMA DEVELOPMENT AUTHORITY,
Respondent.**

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

This case arises under the employee protection provisions of the Federal Water Pollution Control Act, 33 U.S.C. § 1367, and the Safe Drinking Water Act, 42 U.S.C. §300(j)-9(i) (with implementing regulations at 29 C.F.R. Part 24). On April 13, 2012, the parties submitted a Joint Stipulation of Dismissal. On April 17, 2012, I issued an Order Requiring Submission of Settlement Agreement, which required that, if a settlement were involved, an executed settlement agreement be submitted for approval within 30 days.

On April 23, 2012, the parties filed a Joint Submission of Settlement Agreement and Request for Dismissal, together with a Release of All Claims (hereafter "Settlement Agreement") signed by the parties. Settlements in certain environmental whistleblower cases, and specifically cases brought under the Safe Drinking Water Act, must be filed with the presiding administrative law judge and reviewed to determine whether they are fair, adequate and reasonable. 29 C.F.R. §24.111(d)(2). *Compare Hoffman v. Fuel Economy Contracting*, 1987-ERA-33 (Sec'y Aug. 4, 1989) (Order) (requiring that settlements in whistleblower cases brought under the Energy Reorganization Act be reviewed to determine whether they are fair, adequate and reasonable) *with Indiana Dept. of Workforce Development v. U.S. Dept. of Labor*, 1997-JTP-15 (Admin. Review Bd. Dec. 8, 1998) (holding ALJ has no authority to require submission of settlement agreement in Job Training Partnership case when parties have stipulated to dismissal under Rule 41(a)(1)(A)(ii), FRCP, and contrasting ERA cases.)

To the extent that the Settlement Agreement may be deemed to relate to matters under laws other than the Federal Water Pollution Control Act and the Safe Drinking Water Act, I have limited my review to determining whether the terms thereof are a fair, adequate and reasonable

settlement of Complainant's allegations that the Respondents violated those environmental statutes. *See, e.g., Poulos v. Ambassador Fuel Oil Co., Inc.*, 1986-CAA-1 (Sec'y Nov. 2, 1987). Also, to the extent that provisions of the agreement may make reference to future claims, they are construed as relating solely to the right to sue in the future on claims or causes of action arising out of facts occurring before the date of the agreement. *See generally McCoy v. Utah Power*, 1994-CAA-0001 (Sec'y. Aug. 1, 1994).

Having reviewed the terms of the Settlement Agreement, I find that the settlement is fair, reasonable, and adequate, and that it should be approved. Under 29 C.F.R. §24.111(e), this Decision and Order will become the final order of the Secretary of Labor and is enforceable as such. Accordingly,

ORDER

IT IS HEREBY ORDERED that the Settlement Agreement be, and hereby is, **APPROVED**, the parties shall comply with its terms to the extent that they have not already done so, and each party shall bear his or its own costs and fees; and

IT IS FURTHER ORDERED that this action be, and hereby is **DISMISSED WITH PREJUDICE**.

A

PAMELA J. LAKES
Administrative Law Judge

Washington, D.C.