



In the Matter of:

RONALD L. RANTZ,

ARB CASE NO. 2019-0017

COMPLAINANT,

ALJ CASE NO. 2018-STA-00019

v.

DATE: February 21, 2019

THE BLAKE SCHOOL,

RESPONDENT.

BEFORE: THE ADMINISTRATIVE REVIEW BOARD

Appearances:

For the Complainant:

Daniel G. Leland, Esq.; *Leland Connors PLC*; Minneapolis, Minnesota

For the Respondent:

Erik A. Mosvick, Esq.; *Faegre Baker Daniels LLP*; Minneapolis, Minnesota

Before: William T. Barto, *Chief Administrative Appeals Judge*; James A. Haynes and Daniel T. Gresh, *Administrative Appeals Judges*

**FINAL DECISION AND ORDER APPROVING SETTLEMENT
AND DISMISSING COMPLAINT WITH PREJUDICE**

This case arises under the employee protection provision of the Surface Transportation Assistance Act of 1982 (STAA).¹ Complainant Ronald L. Rantz (Rantz) filed a complaint alleging that Respondent The Blake School (Blake) violated the STAA when it terminated his employment. On December 20, 2018, an Administrative Law Judge (ALJ) issued a Decision and

¹ 49 U.S.C. § 31105 (2007).

Order (D. & O.) ordering Blake to reinstate Rantz and awarding Rantz damages, attorney's fees and costs. Blake timely petitioned the Administrative Review Board (Board) for review of the D. & O.

The parties have now filed a "Confidential Settlement Agreement" (Settlement) for the Board's review and approval. Under the STAA's implementing regulations, parties may settle a case we have accepted for review, if the parties agree to a settlement and the Board approves it.² We review the proposed Settlement to determine if it is fair, adequate and reasonable.

We note that pages 1-2 of the Settlement contain confidentiality and non-disparagement clauses. In this regard, the ARB's authority is constrained as a matter of law. The parties' submissions, including the Settlement, become part of the record of the case, and the record is subject to the Freedom of Information Act (FOIA). FOIA requires federal agencies to disclose requested records unless they are exempt from disclosure.³ Department of Labor regulations set out the procedures for responding to FOIA requests and for requestors' appeals from denials of such requests.⁴ Further, if the confidentiality and non-disparagement clauses were interpreted to preclude Rantz from communicating with federal or state enforcement agencies concerning alleged violations of law, they would constitute unacceptable "gag" provisions.⁵

We have carefully reviewed the Settlement and find that it is fair, adequate, and reasonable. Accordingly, we **APPROVE** the Settlement and, as provided therein,⁶ **DISMISS** Rantz's STAA complaint with prejudice.

SO ORDERED.

² 29 C.F.R. § 1978.111(d)(2) (2018).

³ 5 U.S.C. § 552 (2016).

⁴ 29 C.F.R. § 70 et seq. (2018).

⁵ *Kingsbury v. Gordon Express, Inc.*, ARB No. 07-047, ALJ No. 2006-STA-024, slip op. at 2-3 (ARB Aug. 31, 2007).

⁶ Page 2 of the Agreement includes a signature line for approval by the "Department of Labor." A signature by a representative of the Department of Labor is not necessary for the Agreement to take effect after issuance of this Final Decision and Order.