

FEDERAL MINE SAFETY AND HEALTH REVIEW COMMISSION

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June 11, 2026

SECRETARY OF LABOR
MINE SAFETY AND HEALTH
ADMINISTRATION (MSHA), on behalf
of NICHOLAS RUBIO

Docket No. WEST 2024-0283

v.

CASTLE MOUNTAIN VENTURE

BEFORE: Rajkovich, Chair; Jordan and Baker, Commissioners

ORDER

BY: Rajkovich, Chair; Jordan, Commissioner

This proceeding arises under the Federal Mine Safety and Health Act of 1977, 30 U.S.C. § 801 et seq. (2024) (“Mine Act”). This case concerns a settlement of a discrimination complaint brought by the Secretary of Labor on behalf of Nicholas Rubio,¹ a plant operator at a surface mine in California, against Castle Mountain Venture (“Castle Mountain” or “operator”). The parties reached a settlement on the discrimination complaint prior to hearing. The operator filed a motion to seal the settlement agreement and related attachments, which the Secretary opposed. The Administrative Law Judge (“ALJ” or “Judge”) issued an order granting the operator’s motion and the Secretary appealed the order.

¹ Section 105(c) of the Mine Act, 30 U.S.C § 815(c), sets forth the process for bringing a complaint alleging discrimination. Section 105(c)(2) provides in relevant part:

Any miner . . . who believes that he has been . . . interfered with, or otherwise discriminated against . . . may, within 60 days after such violation occurs, file a complaint with the Secretary Upon receipt of such complaint, the Secretary . . . shall cause such investigation to be made as he deems appropriate. . . . If upon such investigation, the Secretary determines that the provisions of this subsection have been violated, he shall immediately file a complaint with the Commission, with service upon the alleged violator and the . . . representative of miners alleging such discrimination or interference and propose an order granting appropriate relief.

30 U.S.C. § 815(c)(2).

For the reasons that follow, we reverse the Judge’s order placing the settlement agreement under seal.

I.

Statement of the Facts

On June 21, 2024, the Secretary filed a discrimination complaint on behalf of Nicholas Rubio. The complaint alleged that Rubio made numerous safety complaints in the approximately 14 months he was employed at the mine. The case was assigned to a Judge and a hearing was set for January 15, 2025. On November 20, 2024, the parties filed a joint notice with the Judge informing her that the parties had reached a settlement in principle and that the parties expected to file a motion to approve settlement in early December. The settlement agreement was filed by the Secretary on December 12, 2024.

On December 16, 2024, the operator filed a motion to seal the settlement agreement and its attachments. In the short motion, Castle Mountain stated that it had “a legitimate business interest in maintaining confidentiality with respect to the terms and conditions of the settlement reached in this matter, and that Complainant Rubio has agreed to maintain confidentiality over said terms and conditions.” Mot. at 1. The operator provided no further explanation for its motion except for its concern that the settlement terms might be accessible to the public through a Freedom of Information Act (“FOIA”) Request or similar means.²

The Secretary opposed the motion to place the settlement terms under seal. The Secretary argued that it had opposed the inclusion of any provisions in the settlement agreement regarding confidentiality and non-disclosure. The Secretary further noted that it had informed the operator that it may enter into a separate confidentiality agreement directly with Rubio. Sec’y Opp. at 2. The record contains a copy of the December 12, 2024, non-disclosure agreement between Castle Mountain and Rubio.

On December 23, 2024, the Judge issued two orders granting the motion to place the settlement agreement under seal and approving the underlying settlement. In placing the settlement agreement under seal, the Judge noted that Castle Mountain contended that confidentiality was a material settlement term under a non-disclosure agreement between itself and Rubio and that sealing the record is a legitimate business interest for its company. In the decision approving settlement, the Judge provided a non-exhaustive list of the Settlement Agreement’s “essential terms” which required:

² Documents requested by a non-party undergo a separate FOIA review prior to release, regardless of whether the document is placed under seal. Upon receipt of a FOIA request, the Commission’s FOIA officers would examine the document and determine whether an exemption would prohibit disclosure of all or part of the document. Many of the same factors that may justify placing a document under seal may also justify withholding under the FOIA. *Compare* 29 C.F.R. § 2700.5(e) *with* 5 U.S.C. § 552(b)(1)-(9) (FOIA exemptions). However, placing a document under seal is neither necessary for withholding under the FOIA, nor an absolute guarantee that the record will be withheld. The operator’s concerns regarding public disclosure through the FOIA are insufficient to justify placing the document under seal.

- 1) Castle Mountain must pay an undisclosed sum to Rubio;
- 2) Castle Mountain must pay a civil penalty of \$10,000 to the Department of Labor's Mine Safety and Health Administration ("MSHA");
- 3) Castle Mountain must remove negative information from Rubio's personnel file;
- 4) Castle Mountain must post a Notice of settlement in a conspicuous place; and
- 5) Castle Mountain must provide written materials and training on miners' rights under section 105(c) to its employees.

II.

Disposition

On review, the Secretary contends that the Judge abused her discretion in sealing the entire settlement agreement and the related attachments. The Secretary seeks to vacate the order sealing the settlement agreement. Though, on appeal, the Secretary indicated that he would not oppose sealing several discrete sections of the agreement. Castle Mountain argues that the Judge did not abuse her discretion and seeks to keep the settlement order in place.

A. Transparency as a Foundational Principle of Commission Settlement Review Authority

Congress vested the Commission with independent adjudicatory authority under the Mine Act, including the responsibility to review settlements. *See* 30 U.S.C. § 820(k). That review authority was not granted as a formality. Rather, it reflects Congress's judgment that the assessment and compromise of civil penalties under the Act implicate public interests that extend beyond the immediate concerns of the settling parties. *See* S. Rep. No. 95-181, at 44-45 (1977), reprinted in Senate Subcomm. on Labor, Comm. on Human Res., Legislative History of the Federal Mine Safety and Health Act of 1977, at 632-33 (1978) ("Leg. Hist."). The Commission's oversight ensures that penalties further the Act's deterrent and safety objectives and that compromises are consistent with the Act.

Transparency is integral to that function. *Crimson Oak Grove Res. LLC*, 46 FMSHRC 593, 603 (Aug. 2024) (noting that "section 110(k) was intended to create transparency in the previously opaque settlement process and serve as a check on the Secretary of Labor so that settlements further the public interest and promote the remedial nature of the Mine Act"). Public scrutiny of settlements serves at least two purposes. First, it promotes confidence that penalties are assessed and resolved in a manner consistent with the Act. Second, it enables the regulated community, miners, and the public to hold the government accountable if the mitigation of enforcement actions had a deleterious effect on the safety of miners. The Commission's authority to review settlements would be significantly diminished if the terms of compromise could be withheld from public view without justification.

Outside of the Mine Act context, the courts have also long recognized that openness in adjudicatory proceedings is a fundamental feature of our legal system. Judicial records are generally subject to a common-law presumption of public access, rooted in the public's interest in understanding and evaluating the work of governmental bodies. *See Nixon v. Warner Commc'ns, Inc.*, 435 U.S. 589, 597-98 (Apr. 1978), *citing State ex rel. Colscott v. King*, 154 Ind.

621, 621–627, 57 N.E. 535, 536–538 (1900); *State ex rel. Ferry v. Williams*, 41 N.J.L. 332, 336–339 (1879). The compromise of a proposed civil penalty assessed by a federal enforcement agency is not a purely private matter; it is a governmental act undertaken pursuant to statutory authority and in furtherance of public safety objectives.

While the Commission is not bound in every respect by doctrines developed in Article III courts, the principles underlying those doctrines—accountability, public confidence, and informed oversight—are fully applicable to Commission proceedings. Indeed, the Commission’s role in reviewing settlements would be rendered largely opaque if the essential terms of those settlements could be sealed without articulated justification.

B. Section 2700.5(e) Should Guide the Analysis of Whether to Place a Document Under Seal

The Commission’s own procedural rules acknowledge that certain types of information may properly be shielded from public disclosure. Procedural Rule 5 sets forth the Commission’s general requirements for pleadings and other documents. Subsection 5(e) provides that parties have a duty to protect information that tends to identify certain individuals, constitutes an unwarranted intrusion of personal privacy, or discloses confidential commercial information. 29 C.F.R. § 2700.5(e). The rule reflects a measured accommodation between transparency and legitimate privacy or proprietary interests.

Examples of information that may warrant protection are set forth in Rule 5(e) and include personally identifying information such as Social Security numbers and dates of birth; the names of minor children; sensitive medical records; and certain confidential corporate or commercial information, including trade secrets. 29 C.F.R. § 2700.5(e)(1)-(5). Such examples are consistent with broader federal practice and reflect the limited circumstances in which the public interest in disclosure may yield to countervailing considerations.

Furthermore, when, as in this case, the document at issue concerns settlement documents, the Judge must review the request with the Commission’s settlement review standards in mind. Specifically, the question of whether to seal a settlement is part and parcel of the Commission’s role in ensuring public scrutiny of settlements. *Cf.* Leg. Hist. at 632-33. As a result, requests to seal settlement documents must be “fair, reasonable, appropriate under the facts, and protects the public interest.” *The American Coal Co.*, 38 FMSHRC 1972, 1976 (Aug. 2016) (“*AmCoal I*”). In short, a request to seal is one of the “non-monetary” aspects of a settlement for which the Judge must accord due consideration. *See The American Coal Co.*, 40 FMSHRC 983, 989 (Aug. 2018) (“*AmCoal II*”). That the parties agree to seal a case may be relevant to the Judge’s analysis but, as is the case in settlement agreements generally, it is not dispositive.

C. Abuse of Discretion

We review a Judge’s procedural rulings, as well as settlement approvals, for abuse of discretion. *See Marfork Coal Co.*, 29 FMSHRC 626, 634 (Aug. 2007); *see also Genesis Alkali, LLC*, 47 FMSHRC 157, 160 (Mar. 2025). A Judge abuses her discretion, in part, when she fails to apply the correct legal standard, fails to consider relevant factors, or issues a decision

unsupported by reasoned explanation. *See Abuse of Discretion*, , BLACK’S LAW DICTIONARY (12th ed. 2024) (“An adjudicator’s failure to exercise sound, reasonable, and legal decision-making. . . [a]n outcome or decision that is without rational explanation, inexplicably departs from established policies or practices, or is based on insupportable conclusions. . .”).

We determine that the Judge’s decision—to grant the operator’s motion to seal the entire settlement agreement, over the Secretary’s objection—was an abuse of her discretion.

The Judge stated that she weighed the Secretary’s opposition and the interests of public disclosure against the private non-disclosure agreement signed by Rubio and the operator’s legitimate business interests. Order to Seal Settl. dated Dec. 23, 2024.

Because transparency in the context of settlements is an expressed priority under the Mine Act, and sealing is contrary to transparency, a Judge who elects to depart from transparency must take special care to articulate a rational basis for doing so. *See generally* 29 C.F.R. § 2700.69(a) (stating that a Commission Judge’s decision “shall include all findings of fact and conclusions of law, and the reasons or bases for them”). An order sealing settlement terms must identify the interest asserted, explain why that interest is cognizable under the Commission’s rules, and demonstrate that the sealing of the record would protect that interest without unnecessarily impairing the public’s right of access. Absent such reasoning, meaningful appellate review is impossible. *See Harborlite Corp. v. ICC*, 613 F.2d 1088, 1092 (D.C. Cir. 1979) (“Perhaps the most essential purpose served by the requirement of an articulated decision is the facilitation of judicial review.”). Furthermore, the Judge must determine that sealing settlement documents is fair, reasonable, appropriate under the facts, and protects the public interest. *AmCoal I*, 38 FMSHRC at 1976.

In this case, the Judge granted a request to place the settlement terms under seal, citing only the operator’s stated desire to protect an unspecified business interest. The order contains no findings identifying the nature of the information at issue, no explanation of how disclosure would cause harm, and no analysis of why a narrow redaction of discrete information would be insufficient to address the operator’s concerns. Furthermore, the Judge did not appear to consider the public interest in transparency at all.

By granting the sealing request solely on the basis of an unspecified business interest, the Judge effectively shifted the burden away from the moving party and treated sealing as a matter of course. That approach is inconsistent with the Mine Act’s structure, the Commission’s rules, and the fundamental presumption of openness that governs adjudicatory proceedings involving governmental enforcement actions.

We emphasize that there may be circumstances in which limited sealing or redaction of settlement materials is appropriate. As discussed, Procedural Rule 5(e) expressly recognizes that certain information may warrant protection.³ Such protection, however, must pertain to the type

³ 29 C.F.R. § 2700.5(e)(6) sets forth the Commission’s procedures for sealing and redacting information. Those procedures provide guidance to the parties and to Judges regarding when and how to appropriately seal documents. However, we note that this is a new addition to our procedural rules that was not promulgated when the dispute at issue here arose.

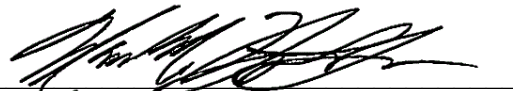
of information recognized in Rule 5(e), justified by a showing of proof when appropriate, with no restriction on access broader than necessary.

III.

Conclusion

The Judge's order is hereby vacated, and the case is remanded to the Acting Chief Administrative Law Judge.⁴

On remand, Castle Mountain may file a motion to seal specific terms of the settlement agreement consistent with this decision. We stay the effect of our ruling vacating the Judge's order until the Acting Chief Administrative Law Judge or another assigned Judge rules upon the party's renewed motion.



Marco M. Rajkovich, Jr., Chair



Mary Lu Jordan, Commissioner

⁴ The Judge who was originally assigned this matter has since retired.

Commissioner Baker, concurring:

I concur with my colleagues in all respects, save for Section III. The majority has decided to “stay the effect of our ruling vacating the Judge’s order” until a Judge rules on a “renewed motion” to seal these documents. Slip op. at 6. For the reasons set forth in the majority decision, sealing these documents is not appropriate. I would simply vacate the order granting the motion to seal and remand for further proceedings. I would not stay the decision or proactively anticipate any additional motions.



Timothy J. Baker, Commissioner

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