



# The Attorney General of Texas

July 11, 1980

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Open Records Decision No. 245

Re: Whether the terms of settlement agreement on an equal employment claim are public under the Open Records Act.

Dear Mr. Huddleston:

As attorney for the City of Rio Hondo you have requested our decision as to whether the terms of a settlement agreement on an equal employment claim are available to the public under the Open Records Act, article 6252-17a, V.T.C.S.

You explain that an employee of the City of Rio Hondo filed a complaint with the Federal Equal Employment Opportunity Commission. The complaint was compromised on the basis of terms contained in a written "settlement agreement." You have received a request for a copy of this agreement. You contend that it is excepted from disclosure by sections 3(a)(1), 3(a)(2) and 3(a)(3) of the Open Records Act.

Section 3(a)(1) excepts "information deemed confidential by law, either Constitutional, statutory, or by judicial decision." Specifically, 42 U.S.C. section 2000e-5(b) provides, in pertinent part:

...Nothing said or done during and as a part of such informal endeavors may be made public by the Commission, its officers or employees, or used as evidence in a subsequent proceeding without the written consent of the persons concerned. Any person who makes public information in violation of this subsection shall be fined not more than \$1,000 or imprisoned for not more than one year, or both.

Section 2000e-7 provides:

Nothing in this subchapter shall be deemed to exempt or relieve any person from any liability, duty, penalty, or punishment provided by any present or

future law of any State or political subdivision of a State, other than any such law which purports to require or permit the doing of any act which would be an unlawful employment practice under this subchapter.

This office has previously held that the non-disclosure provisions of section 2000e-5(b) apply only to agents or employees of the Equal Employment Opportunity Commission. Open Records Decision Nos. 59 (1974); 155 (1977). As a result, the settlement agreement is not excepted from disclosure by section 3(a)(1).

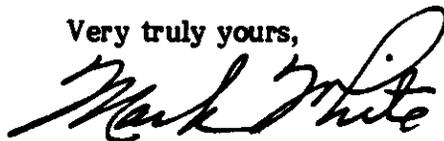
Neither do we believe the agreement is excepted by section 3(a)(2), as "information in personnel files, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy. . . ." In our opinion, there is no portion of the settlement agreement the disclosure of which could reasonably be said to effect a clearly unwarranted invasion of the complainant's personal privacy. See Open Records Decision No. 230 (1979). We conclude therefore that the information is not excepted from disclosure by section 3(a)(2).

You also contend that the settlement agreement is excepted from disclosure by section 3(a)(3), as "information relating to litigation . . . and settlement negotiations, to which the . . . political subdivision is, or may be, a party. . . ." In Open Records Decision No. 114 (1975), this office said that

[w]hile section 3(a)(3) excepts from required public disclosure information relating to 'settlement negotiations,' we do not believe that the exception extends so far as to except the final terms of the settlement.

See V.T.C.S., article 6252-17a, sections 6(a)(1), 6(a)(3); Open Records Decision No. 139 (1976). Accordingly, it is our view that the terms of a settlement agreement on an equal employment claim are not excepted from disclosure by sections 3(a)(1), 3(a)(2) or 3(a)(3) of the Open Records Act, and as a result, should be disclosed.

Very truly yours,



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Mr. Alex Huddleston - Page Three

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