



Issue Date: 08 November 2004

CASE NO.: 2003-STA-0008

In the Matter of

PHIL P. TUGGLE,
Complainant,

v.

ROADWAY EXPRESS, INC.,
Respondent.

RECOMMENDED ORDER APPROVING SETTLEMENT

On October 24, 2004, the Court received a Settlement Agreement and general release executed by Complainant. Having reviewed the parties' agreement with regard to the complaint under the Surface Transportation Act (STA), I find that it appears to be fair and reasonable on its face and to effectuate the purposes and policies of STA.

Accordingly, it is hereby ORDERED that the settlement agreement is APPROVED as follows:

1. For and in exchange of the payment of \$6,500.00 by Respondent, Complainant hereby dismissed his complaint with prejudice and fully, finally, and completely releases Respondent and its successors, assigns, predecessors, affiliates, parents, and all officers, directors, employees, and agents thereof from any and all liabilities, claims, damages, disputes, and causes of action arising out of any other matter which was the subject of the complaint.

2. The parties to this agreement expressly acknowledge that this settlement represents a reasoned and voluntary settlement of the dispute arising in this matter; each party agrees that there are no admissions of liability made by either in reaching this settlement; and each party agrees that the consideration paid and received in exchange for this settlement, release, and dismissal is fair, adequate, and reasonable under the circumstances.

3. The parties acknowledge that the agreement is of no binding effect until it is approved in writing by the Administrative Law Judge and/or by the USDL and this matter is formally dismissed by the USDL, at which time Respondent will tender to

Complainant the amount of \$6,500.00 and this settlement and release will be deemed to be fully enforceable.

4. The respective parties acknowledge that they have been represented by counsel in the matter, and Complainant expressly acknowledges that he has been fully and completely informed of the terms of this agreement and the consequences of signing it by his counsel; that he executes this agreement of his own free will and accord; that he fully and completely understands the terms and conditions contained herein; and he acknowledges that he executes this agreement to with the intent to resolve all claims which he has against Respondent, whether expressly set forth herein or otherwise, and to release Respondent from any such claims and/or liability associated therewith.

IT IS FURTHER ORDERED that the case has been settled satisfactorily and Complainant has received payment in accordance with the agreement.

A

LARRY W. PRICE
Administrative Law Judge

LWP/lpr