

**U.S. Department of Labor**

Office of Administrative Law Judges  
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**Issue Date: 25 January 2005**

CASE No. 2004-STA-27

DANIEL J. GREEN,  
Complainant,

v.

THOMPSON, INC.  
Respondent.

Appearances:  
Thomas H. Lake, Esq.  
On behalf of Complainant

Daniel J. Doetzel, Esq.  
On behalf of Respondent

Before: Thomas F. Phalen, Jr.  
Administrative Law Judge

**RECOMMENDED ORDER APPROVING SETTLEMENT  
AGREEMENT, AND MUTUAL RELEASE OF ALL CLAIMS**

The above-captioned case arises under the Surface Transportation Assistance Act (STAA), as amended, 49 U.S.C. Section 31105 and the Regulations found at 29 C.F.R. Part 1978. The STAA provides protection from discrimination to employees who report violations of commercial motor vehicle safety rules or who refuse to operate a vehicle when such operation would be in violation of those rules. This matter is before me on Complainant's request for hearing and objection to findings issued on behalf of the Secretary of Labor by the Regional Administrator of the Department of Labor Occupational Safety and Health Administration ("OSHA") after investigation of the complaint. 49 U.S.C. § 31105(b)(2)(A), 29 C.F.R. § 1978.105.

Through an order dated June 1, 2004, a formal hearing was scheduled for September 8, 2004, and then rescheduled for October 5, 2004. However, the parties notified the undersigned on September 27, 2004 that they had reached a settlement agreement and they requested that the hearing be cancelled. On September 30, 2004, the undersigned issued an order canceling the hearing. On January 14, 2005, the parties submitted a settlement agreement and mutual release of all claims. The parties requested approval of the settlement agreement, dismissal of the

complaint with prejudice, and the parties also requested that the terms of the settlement agreement be kept confidential.

The undersigned received the original executed settlement agreements between Complainants and Respondent, and a copy of the agreement is attached hereto and made a part of this order. The agreement provides Complainant agreed to accept a one time payment (\$5,000.00) as full and complete settlement of the claims that each had filed against Respondent, including their complaint under the STAA. After reviewing the settlement agreement, the undersigned finds the agreement to be fair and reasonable. Therefore,

### **ORDER**

IT IS ORDERED that:

- (1) The settlement agreement is hereby determined to be recommended for approval by the Administrative Review Board<sup>1</sup>; and
- (2) Subject to the approval by the Administrative Review Board, the complaint of Daniel Green is hereby DISMISSED, with prejudice.

**A**

THOMAS F. PHALEN, JR.  
ADMINISTRATIVE LAW JUDGE

**NOTICE:** This Decision and Order Approving Settlement and the administrative file in this matter will be forwarded to the Administrative Review Board, U.S. Department of Labor, Room S-4309, 200 Constitution Avenue, NW, Washington DC 20210, for entry of a Final Order. See 29 C.F.R. § 1978.109(a) and 1978.109(c); *Howick v. Experience Hendrix, LLC*, ARB No. 02-049, ALJ No. 2000-STA-32 (ARB Sept. 26, 2002).

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<sup>1</sup> It is understood that this approval of the undersigned for recommended approval by the Administrative Review Board applies to the STAA aspect of the attached agreement only, and that the undersigned and the Administrative Review Board have neither jurisdiction over nor legislative power to release claims arising under the Title VII of the Civil Rights Act of 1964 (as amended), the Americans with Disabilities Act, the Fair Labor Standards Act (FLSA), the Family Medical Leave Act, the Age Discrimination in Employment Act, Employee Retirement Income Security Act of 1974 (ERISA), Consolidated Omnibus Budget Reconciliation Act (COBRA), Occupational Safety and Health Administration (OSHA), and the Illinois Workers' Compensation Act or other state or federal aspects of the settlement agreement. The provisions of Section 4 and 10 of the Agreement regarding confidentiality and severability are affected by the limitations on such provisions set forth by the Administrative Review Board (ARB) in Tankersly v. Triple Crown Services, Inc., 92-STA-8 (Sec'y October 17, 1994).

