



Issue Date: 07 August 2013

CASE NO.: 2013-STA-00007

In the Matter of:

GLENN MOORE,
Complainant,

vs.

NAVAJO EXPRESS, INC.,
Respondent.

DECISION AND ORDER APPROVING SETTLEMENT

This matter is before me on a request by Glenn Moore, the Complainant, for a hearing before the Office of Administrative Law Judges (“OALJ”) under the employee protection provision of the Surface Transportation Assistance Act of 1982 (“STAA”), 49 U.S.C. § 31105, as amended by the Implementing Recommendations of the 9/11 Commission Act of 2007, Pub. L. No. 110-53, and the regulations promulgated at 29 C.F.R. Part 1978. The STAA prohibits covered employers from discharging or otherwise discriminating against employees who have engaged in certain protected activities with regard to their terms and conditions of employment.

The Complainant filed a complaint with the Occupational Safety and Health Administration (“OSHA”) on July 25, 2012, alleging that he had been terminated by the Respondent, Navajo Express, after engaging in protected activity. The Regional Administrator for OSHA issued a determination on October 16, 2012, finding that the Complainant’s protected activity was not a contributing factor in the termination of his employment by the Respondent. The Complainant filed a timely request for a hearing on November 2, 2012.

This case was scheduled for a hearing before me on July 10 and 11, 2013, in Oklahoma City, Oklahoma. During a telephone conference call on July 8, 2013, the parties advised me that they had settled this case. The Complainant’s counsel filed the original Release and Settlement Agreement on July 31, 2013, as required by 29 C.F.R. § 1978(d)(2).

Pursuant to § 31105(b)(2)(C) of the STAA, “[b]efore the final order is issued, the proceeding may be ended by a settlement agreement made by the Secretary, the complainant, and the person alleged to have committed the violation.” Under regulations implementing the STAA, the parties may settle a case at any time after the filing of objections to the Assistant Secretary’s findings “if the participating parties agree to a settlement and the settlement is approved by the ALJ... .” 29 C.F.R. § 1978.111(d)(2). Under the STAA a settlement agreement cannot become effective until its terms have been reviewed and determined to be fair, adequate, and reasonable, and in the public interest. *Tankersly v. Triple Crown Services, Inc.*, 1992-STA-8 (Sec’y Feb. 18, 1993).

I have reviewed the Release and Settlement Agreement and find it to be fair, reasonable, and adequate and have determined that it constitutes a fair, adequate and reasonable settlement of the complaint and is in the public interest.

Accordingly, the Release and Settlement Agreement is hereby APPROVED and the complaint is DISMISSED WITH PREJUDICE.¹ Pursuant to 29 C.F.R. § 1978.111(e), my approval of the Release and Settlement Agreement becomes the final order in this case.

JENNIFER GEE
Administrative Law Judge

¹ The Release and Settlement Agreement provides that the Complainant is to file a Stipulation of Dismissal with Prejudice after he receives the settlement sum, but I see no point in making this a two-step process.