



Issue Date: 01 December 2014

CASE NO.: 2014-STA-00043

In the matter of:

CLAUDE BUTLER,

Complainant

v.

BARNHART TRANSPORTATION, LLC,

Respondent

**DECISION AND ORDER APPROVING SETTLEMENT
AND DISMISSING COMPLAINT**

This proceeding arises under Section 31105 of the Surface Transportation Assistance Act (“STAA”) of 1982 (49 U.S.C. § 31101) and the regulations promulgated thereunder at 29 C.F.R. Part 1978 (1989). The parties have signed a Settlement Agreement (“Agreement”) in accordance with 29 C.F.R. § 1978.111(d)(2).¹ The Agreement resolves the controversy arising from the complaint of Claude Butler against Barnhart Transportation, LLC (“Barnhart”) under the statute. The Settlement Agreement is signed by the complainant and the respondent’s representative.

The Settlement Agreement provides that complainant releases respondent from claims arising under the Surface Transportation Act as well as under various other laws. This order is limited to whether the terms of the settlement are a fair, adequate, and reasonable settlement of Complainant’s allegations that respondent violated the STAA. *Kidd v. Sharron Motor Lines, Inc.*, 87-STA-2 (Sec’y July 30, 1987); *Poulos v. Ambassador Fuel Oil Co.*, Case No. 86-CAA-1, Sec. Ord., Nov. 2, 1987, slip op. at 2. As was stated in *Poulos v. Ambassador Fuel Oil Co., Inc.*, Case No. 86-CAA-1, Sec. Order, (Nov. 2, 1987):

The Secretary’s authority over the settlement agreement is limited to such statutes as are within [the Secretary’s] jurisdiction and is defined by the applicable statute. *See Aurich v. Consol. Edison Co. of N.Y., Inc.*, Case No. 86-CAA-2, Secretary’s

¹ On August 3, 2007, various amendments to the STAA were signed into law that were included in the Implementing Regulations of the 9/11 Commission Act of 2007. *See* Pub. L. No. 110-53, § 1536, 121 Stat. 266, 464-467. The STAA amendments generally strengthen protections for employees who complain of potential dangers and “problems, deficiencies, or vulnerabilities” regarding motor carrier equipment.

Order Approving Settlement, issued July 29, 1987; *Chase v. Buncombe Co., N.C.*, Case No. 85-SWD-4, Secretary's Order on Remand, issued November 3, 1986.

I have, therefore, limited my review of this Agreement to determining whether the terms thereof are a fair, adequate, and reasonable settlement of complainant's allegation that respondent has violated the STAA.

Under the STAA and implementing regulations, a proceeding may be terminated on the basis of a settlement provided either the Secretary or the Administrative Law Judge approves the agreement. 49 U.S.C. app. § 2305(c)(2)(A); 29 C.F.R. § 1978.111(d)(2). The parties must submit for review an entire agreement to which each party has consented. *Tankersley v. Triple Crown Servs., Inc.*, 92-STA-8 (Sec'y Feb. 18, 1993). The agreement must be reviewed to determine whether the terms are a fair, adequate, and reasonable settlement of the complaint. *Macktal v. Sec'y of Labor*, 923 F.2d 1150 (5th Cir. 1991); *Thompson v. U.S. Dep't of Labor*, 885 F.2d 551 (9th Cir. 1989); *Fuchko & Yunker v. Ga. Power Co.*, Case Nos. 89-ERA-9, 10, Sec'y Ord. Mar. 23, 1989, slip op. at 1-2. This Order approving the settlement is final given that parties have joined in the Agreement. *Swischer v. Gerber Childrenswear, Inc.*, 93-STA-1 (Sec'y Jan. 4, 1993).

The Agreement provides that Barnhart provide Butler with a cash payment and provide Talyor & Associates, Ltd., Butler's attorney, an additional cash payment for attorney fees. In exchange, Butler agrees to a general release of Barnhart and Bryan Barnhart. In addition, Barnhart agrees to provide a neutral reference to Butler's perspective employers. Butler agrees he will not seek a future relationship, employment or releases with Barnhart. Butler agrees to confidentiality and non-disparagement of Barnhart.

As so construed, I find the terms of the Agreement to be fair, adequate, and reasonable, and therefore approve it. Accordingly, the complaint filed by Claude Butler, is hereby dismissed with prejudice.

RICHARD A. MORGAN
Administrative Law Judge