



**Issue Date: 24 March 2015**

OALJ Case No.: 2014-STA-00066  
OSHA Case No. 4-2950-13-157

*In the Matter of:*

**EDWIN CASTRO,**  
*Complainant,*

v.

**KELLY'S LOGISTICS, INC.,**  
**d/b/a KELLY'S FOOD SERVICES,**  
*Respondent.*

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

This is a case brought under the employee protection provisions of the Surface Transportation Assistance Act, 49 U.S.C. § 31105, as amended (the "STAA"), and the applicable regulations at 29 C.F.R. Part 1978. A hearing was scheduled for March 3-4, 2015, in or near Orlando, Florida. On November 20, 2014, having been advised that the parties had reached a settlement and that they requested the hearing be cancelled, I issued an order cancelling the hearing.

On March 9, 2015, I received Complainant's Unopposed Motion to Approve Settlement and to Dismiss Complaint with Prejudice (the "Motion"), accompanied by the parties' Settlement Agreement and General Release of Claims (the "Settlement Agreement").

Under 29 C.F.R. § 1978.111(d)(2), if a matter is before an administrative law judge, a settlement must be approved by that administrative law judge. I must therefore review the Settlement Agreement to determine if I should approve it.

Counsel for Complainant, an experienced STAA litigator, "represents that the settlement is fair, adequate, and reasonable and that the Respondents do not oppose this Motion." Motion, at 1. Moreover, the parties "have acknowledge[d] and agree[d] that before entering into this Agreement: (1) they have consulted with attorneys of their own choosing; and (2) they were given a reasonable period of time within which to consider this agreement" and that they fully understood the Settlement Agreement before they signed it. Settlement Agreement, at 5-6.

I have reviewed the Settlement Agreement and find that it was entered into voluntarily and not under duress, that it constitutes a fair, adequate, and reasonable settlement of Complainant's allegations that Respondents violated the STAA, and that it is in the public interest. The Settlement Agreement, which provides for a total settlement amount of \$25,000.00, includes an amount of \$8,333.33 payable to Taylor and Associates, Ltd. for Claimant's legal fees and costs (the remainder of the \$25,000.00 settlement amount is payable to Claimant). I find the amount payable to Taylor and Associates, Ltd., reasonable given the results counsel for Claimant achieved for his client. Accordingly, the Settlement Agreement is APPROVED and this proceeding, OALJ Case No. 2014-STA-00066, is DISMISSED WITH PREJUDICE.

The terms and conditions of the Settlement Agreement are hereby adopted, approved, and incorporated by reference into this decision and order.

**SO ORDERED.**

**PAUL R. ALMANZA**  
Administrative Law Judge

Washington, D.C.