

**U.S. Department of Labor**

Office of Administrative Law Judges  
800 K Street, NW, Suite 400-N  
Washington, DC 20001-8002

(202) 693-7300  
(202) 693-7365 (FAX)



**Issue Date: 31 October 2014**

**Case Number: 2014-STA-00041**

*In the Matter of:*

**PATRICK EDWARDS,  
Complainant,**

**v.**

**GTG HAULING, INC.  
LRD LOGISTICS, INC.,  
Respondents.**

Appearances: Paul Taylor, Esq.  
Burnsville, Minnesota  
For the Complainant

Gary Gilder  
Jacksonville, Florida  
For the Respondents

Before: Stephen R. Henley  
Administrative Law Judge

**DECISION AND ORDER -**  
**APPROVAL OF SETTLEMENT AGREEMENT AND**  
**DISMISSAL OF COMPLAINT WITH PREJUDICE**

This case arises under the whistleblower protection provisions of the Surface Transportation Assistance Act (STAA) of 1982, as amended and recodified, 49 U.S.C. § 31105 (hereinafter the "STAA" or "Act") and the regulations promulgated thereunder at 29 CFR Part 1978. Section 405 of the STAA protects employees from discharge, discipline and other forms of retaliation for engaging in protected activity, such as reporting violations of commercial motor vehicle safety rules or refusing to operate a vehicle when the operation would violate these rules or cause serious injury.

Pursuant to a formal notice, I set a hearing date of October 28, 2014 for this case in Jacksonville, Florida, which was cancelled on October 10, 2014 after the parties informed the undersigned that matter had settled through mediation. I received an executed Settlement Agreement and Mutual Release of Claims for my review on October 30, 2014, requesting the settlement be approved and the case be dismissed with prejudice.

The STAA and implementing regulations provide that proceedings may be terminated on the basis of a settlement if either the Secretary or the Administrative Law Judge approves the settlement. 49 U.S.C. § 31105(b)(2)(C); 29 C.F.R. § 1978.111(d)(2).<sup>1</sup> 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. *Edmisten v. Ray Thomas Petroleum*, ARB No. 10-020, ALJ No. 2009-STA-00036 (ARB Dec. 16, 2009). Consistent with this required review, the regulations direct the parties to file a copy of the settlement “with the ALJ or the Administrative Review Board, United States Department of Labor, as the case may be.” 29 C.F.R. 1978.111(d)(2). Any settlement approved by the Assistant Secretary, the ALJ or the ARB constitutes the final order of the Secretary and may be enforced pursuant to § 1978.113.

The Settlement resolves the controversy arising from the complaint of Patrick Edwards (“Complainant”) against GTG Hauling, Inc. and LRD Logistics, Inc. (“Respondent”). This Settlement is signed by Complainant, as well as Respondent and counsel for Complainant. The Settlement provides that Complainant will release Respondent from claims arising under the STAA as well as various other laws. This Order, however, 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.<sup>2</sup>

The Settlement provides that Respondent shall make separate payments to Complainant and his counsel of the amounts agreed upon. The parties represent that the compensation terms and attorney’s fees are fair and reasonable in relation to the claim. The Settlement also provides that Complainant will release any and all discrimination and retaliation claims against Respondent arising out of his employment with Respondent, and specifically that the present action shall be dismissed with prejudice.

Having reviewed the settlement agreement and its provisions, which includes dismissal of the complaint with prejudice, I find the terms, obligations, and conditions fair, adequate and reasonable, and in the public interest. I also find that the settlement was not procured through duress. Accordingly, I approve the parties’ settlement and dismissal of the complaint with

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<sup>1</sup> 29 C.F.R. § 1978.111(d)(2) states that at any time after the filing of objections to the Assistant Secretary’s findings and preliminary order, the case may be settled, and, if the case is before an administrative law judge, the settlement is contingent upon the approval of the administrative law judge. Any settlement approved by the administrative law judge becomes the final order of the Secretary. 29 C.F.R. § 1978.111(e).

<sup>2</sup> As 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.” I have therefore limited my review of the Settlement to determining whether the terms thereof are a fair, adequate and reasonable settlement of the Complainant’s allegation that the Respondent had violated the STAA.

prejudice.<sup>3</sup> The parties shall implement the terms of the approved settlement as specifically stated in their agreement.<sup>4</sup>

Accordingly, **IT IS HEREBY ORDERED** that the Settlement Agreement and Mutual Release of Claims filed on October 30, 2014 is **APPROVED**, and thereby becomes the final order of the Secretary.

**IT FURTHER ORDERED** that the complaint filed in this matter is **DISMISSED WITH PREJUDICE**, and that counsel for Complainant is allowed to withdraw as counsel of record following completion of his professional duties necessary to implementing the Settlement on behalf of his client.

SO ORDERED:

STEPHEN R. HENLEY  
Administrative Law Judge

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<sup>3</sup> This approval applies only to the STAA complaint over which the Office of Administrative Law Judges has jurisdiction.

<sup>4</sup> The settlement agreement shall be treated as confidential financial information pursuant to 29 C.F.R. § 70.26.