

U.S. Department of Labor

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Issue Date: 12 December 2014

OALJ Case No.: 2014-STA-00005
OSHA Case No.: 7-5880-13-025

In the Matter of:

**ASSISTANT SECRETARY OF LABOR FOR
OCCUPATIONAL SAFETY AND HEALTH,**
Prosecuting Party,

and

KENT KLOSTER,
Complainant,

v.

FREIGHT, INC., AND SUCCESSORS,
Respondents.

**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 August 19, 2014, in Kansas City, Missouri. On August 11, 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 December 10, 2014, I received Complainant’s Unopposed Motion to Approve Settlement and to Dismiss Complaint with Prejudice (the “Motion”), accompanied by the parties’ Settlement Agreement and Release of Claims (the “Settlement Agreement”). On December 11, 2014, my law clerk confirmed with counsel for Respondents that he did not object to the Motion.

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 given the inherent risks to the parties.” 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 4.

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. Accordingly, the Settlement Agreement is APPROVED and this proceeding, OALJ Case No. 2014-STA-00005, is DISMISSED WITH PREJUDICE. No attorney’s fees or costs are awarded to either party in this matter.

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.