



**Issue Date: 27 March 2015**

CASE NO.: 2014-STA-00079

*In the Matter of:*

ADAM RUBEN,  
Complainant,

vs.

MENACHER TRUCKING, LLC,  
Respondent.

**DECISION AND ORDER APPROVING SETTLEMENT AND DISMISSING CASE**

This matter is before me on a request by Adam Ruben, 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 May 12, 2014, alleging that the Respondent, Menacher Trucking, had threatened to terminate him after he engaged in protected activity. The Regional Administrator for OSHA issued a determination July 29, 2014, dismissing the complaint after finding there was insufficient evidence to establish whether the Complainant was fired or resigned from employment. The Complainant filed a timely request for a hearing on August 26, 2014.

This case was scheduled for a hearing before me on February 22, 2015, in Oklahoma City, Oklahoma. In a letter dated February 4, 2015, the Complainant’s counsel advised me that the parties had settled this case, so I vacated the hearing in an order issued February 5, 2015. On March 12, 2015, the parties filed a Joint Request for Approval of Settlement Agreement and Stipulation of Dismissal with Prejudice along with the “Settlement Agreement – Release of All Claims” signed by the parties (“Settlement Agreement”) 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 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 Settlement Agreement is hereby APPROVED and the complaint is DISMISSED WITH PREJUDICE. Pursuant to 29 C.F.R. § 1978.111(e), my approval of the Settlement Agreement becomes the final order in this case.

JENNIFER GEE  
Administrative Law Judge