



Issue Date: 22 July 2016

Case No.: 2015-STA-00045

In the Matter of
LAWRENCE YUZWA,
Complainant,

v.

CHEHAR MAA TRANSPORT, INC.,
d/b/a PREMIER TOWING AND AUTO TRANSPORT,
Respondent.

Appearances:

Paul O. Taylor, Esq.
Burnsville, MN
For the Complainant

Radj Patel, *Pro Se*
Lexington, KY
For the Respondent

BEFORE: Peter B. Silvain, Jr.
Administrative Law Judge

**DECISION AND ORDER APPROVING SETTLEMENT AGREEMENT
AND DISMISSING COMPLAINTS WITH PREJUDICE**

This proceeding arises under § 405 of the employee protection provisions of the Surface Transportation Assistance Act of 1982 (“STAA”), 49 U.S.C. § 31101 *et seq.*, and the implementing regulations published at 29 C.F.R. Part 1978. 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.”

On July 11, 2016, the parties filed with the undersigned a Settlement Agreement. The Settlement resolves the controversy arising from the complaint of Lawrence Yuzwa (the Complainant) against CHEHAR MAA TRANSPORT, INC., d/b/a PREMIER TOWING AND AUTO TRANSPORT (the Respondent). This Settlement is signed by the Complainant, as well as the Radj Patel, Manager and Authorized Agent for the Respondent. The Settlement provides that the Complainant will release the Respondent from claims arising under the STAA as well as other various federal and/or state statutes. This Order, however, is limited to whether the terms of the Settlement are a fair, adequate and reasonable settlement of the Complainant’s allegations that the Respondent violated the STAA. As was stated in *Poulos v. Ambassador Fuel Oil Co.*

Inc., Case No. 86-CAA-1, Sec. Order, (Nov. 2, 1987) “[t]he 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.”¹

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.² Under regulations implementing the STAA, the participating parties may settle a case at any time after filing objections to the Assistant Secretary’s findings and/or order, if they “agree to a settlement and the settlement is approved by the ALJ if the case is before the ALJ or by the ARB, if the ARB has accepted the case for review.”³ Consistent with those requirements, the regulations direct the parties to file a copy of the settlement “with the ALJ or the ARB, as the case may be.”⁴

The Board requires all parties requesting settlement approval to provide the settlement documentation for any other alleged claims arising from the same factual circumstances forming the basis of the federal claim, or certify that the parties have not entered into other such settlement agreements.⁵ Here, the parties have submitted a complete release of claims, specifically releasing CHEHAR MAA TRANSPORT, INC., d/b/a PREMIER TOWING AND AUTO TRANSPORT, from liability under the above-captioned STAA claim.

I have carefully reviewed the Settlement Agreement and have determined that it is in the public interest. I find the agreement to be fair, adequate, and reasonable. Accordingly, it is hereby **ORDERED** that the Settlement Agreement is **APPROVED**, and the complaints that gave rise to this litigation are **DISMISSED** with prejudice.

PETER B. SILVAIN, JR.
Administrative Law Judge

¹ See *Aurich v. Consolidated Edison Company of New York, Inc.*, Case No. 86-CAA-2, Secretary’s Order Approving Settlement, issued July 29, 1987; *Chase v. Buncomb County, N.C.*, Case No. 85-SWD-4, Secretary’s Order on Remand, issued November 3, 1986.

² *Tankersly v. Triple Crown Services, Inc.*, 1992-STA-8 (Sec’y Feb. 18, 1993).

³ 29 C.F.R. §1978.111(d)(2).

⁴ *Id.*

⁵ See *Biddy v. Alyeska Pipeline Serv. Co.*, ARB Nos. 96-109, 97-015, ALJ No. 95-TSC-7, slip op. at 3 (ARB Dec. 3, 1996).