



**Issue Date: 21 September 2016**

Case No.: 2016-STA-35

*In the matter of:*

STEVEN R. PERKINS,  
Complainant,

v.

GENERAL TRUCKING, INC.,  
Respondent.

**DECISION AND ORDER APPROVING SETTLEMENT AGREEMENT**

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. The above-captioned matter was set for hearing in Detroit, Michigan on August 2, 2016. I cancelled the formal hearing by Order issued July 8, 2016, having been advised that a settlement had been reached. However, because no settlement agreement had been filed, I issued an Order on September 6, 2016, rescheduling the claim for a formal hearing on October 13, 2016, in Detroit, Michigan. On September 9, 2016, the Complainant filed an Unopposed Motion to Approve Settlement. Accompanying the motion was a document entitled Settlement Agreement and Release of Claims, which is here incorporated and made part of the Order Approving Settlement. The Settlement and Release was signed by the Complainant and by Emil Jakupovic, Amir Jakupovic, and Josef Vitiello, for the Respondent.

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 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.”<sup>1</sup> 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.”<sup>2</sup> 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.<sup>3</sup>

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<sup>1</sup> 29 C.F.R. §1978.111(d)(2).

<sup>2</sup> *Id.*

<sup>3</sup> *Tankersly v. Triple Crown Services, Inc.*, 1992-STA-8 (Sec’y Feb. 18, 1993).

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.<sup>4</sup> Here, the parties have submitted a complete release of claims, specifically releasing General Trucking, Inc. from liability under the above-captioned STAA claim. It is noted that the agreement encompasses the release of claims under laws other than the STAA. However, authority over settlement agreements is limited to such statutes as are within the forum's subject-matter jurisdiction and defined by the applicable statute. Therefore, I may consider approval only of the terms of the agreement pertaining to Complainant's STAA claim. *See Fish v. H and R Transfer*, ARB No. 01-071, ALJ No. 00- STA-56 (ARB Apr. 30, 2003).

I have carefully reviewed the parties' settlement document and have determined that it constitutes a fair, adequate, and reasonable settlement of the complaint and is in the public interest. I note in this regard that the Complainant is represented by an experienced litigator under the STAA, who has represented on behalf of his client that in light of the inherent risks of litigation, the settlement is fair, adequate and reasonable. Accordingly, it is hereby **ORDERED** that the Settlement Agreement and Release of Claim is **APPROVED**, and the complaint that gave rise to this litigation is **DISMISSED** with prejudice.

**SO ORDERED.**

Steven D. Bell  
Administrative Law Judge

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<sup>4</sup> *See Bidy v. Alyeska Pipeline Serv. Co.*, ARB Nos. 96-109, 97-015, ALJ No. 95-TSC-7, slip op. at 3 (ARB Dec. 3, 1996).