



Issue Date: 17 October 2018

Case No.: 2018-STA-00050

In the Matter of:

THOMAS GOODMAN,
Complainant,

v.

MITTELSTADT TRUCKING LLC,
Respondent.

**DECISION AND ORDER CANCELLING HEARING AND
APPROVING SETTLEMENT AGREEMENT**

The above-captioned case arises under the whistleblower protection provisions of the Surface Transportation Assistance Act of 1982 (“STAA” or the “Act”), 49 U.S.C. § 31105, and the corresponding regulations found at 29 C.F.R. Part 1978. It is scheduled for hearing in Milwaukee, Wisconsin on December 5, 2018. On October 5, 2018 I issued an order concluding mediation upon notice that a settlement had been reached, and directed the parties to submit the settlement agreement to the Court within fourteen days. On October 17, 2018, counsel for Complainant submitted a fully executed copy of the *Confidential Settlement Agreement and General Release* (“Settlement Agreement”), signed by both parties and their respective representatives.

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). 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. 29 C.F.R. § 1978.111(e).

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.¹ Accordingly, I approve the parties' Settlement Agreement and dismiss the complaint with prejudice.² To the extent not otherwise done so, the parties shall implement the terms of the approved settlement as specifically stated in the agreement.³

ORDER

The hearing scheduled for December 5, 2018 in Milwaukee, Wisconsin is hereby CANCELLED. The Settlement Agreement is APPROVED and this matter is DISMISSED with prejudice.

SO ORDERED:

STEPHEN R. HENLEY
Chief Administrative Law Judge

¹ I find that Complainant was ably represented by counsel.

² This approval applies only to the STAA complaint over which the Office of Administrative Law Judges has jurisdiction.

³ The parties have agreed that the terms of the settlement will be treated as confidential. The parties are afforded the right to request that information be treated as confidential commercial information where, as here, they are required to submit information involuntarily. 20 C.F.R. § 70.26(b) (2001). The DOL is then required to take steps to preserve the confidentiality of that information, and must provide the parties with predisclosure notification if a FOIA request is received seeking release of that information. Accordingly, the Settlement in this matter will be placed in an envelope marked "PREDISCLURE NOTIFICATION MATERIALS." Consequently, before any information in this file is disclosed pursuant to a FOIA request, the DOL is required to notify the parties to permit them to file any objections to disclosure. *See* 29 C.F.R. § 70.26 (2001). Furthermore, the undersigned will refrain from discussing specific terms or dollar amounts contained in the Settlement.