



Issue Date: 06 November 2019

CASE NO.: 2019-STA-00056

In the Matter of:

CLINT M. COLLINS,
Complainant,

v.

**FREIGHT RITE, INC.,
TODD MYERS, AND
DUSTIN HENDRICKS,¹**
Respondents.

Appearances:

Peter L. LaVoie, *Esq.*
Paul O. Taylor, *Esq.*
Truckers Justice Center
Burnsville, Minnesota
For the Complainant

Jacinta F. Porter, *Esq.*
Frost Brown Todd LLC
Russellville, Arkansas
For the Respondents

BEFORE: JOHN P. SELLERS, III
Administrative Law Judge

ORDER APPROVING SETTLEMENT AND DISMISSING COMPLAINT

This proceeding arises under § 405 of the employee-protection provisions of the Surface Transportation Assistance Act of 1982 (“STAA” of “Act”), 49 U.S.C. § 31101 *et seq.*, and the implementing regulations at 29 C.F.R. Part 1978. On August 21, 2019, Chief Administrative Law Judge Stephen R. Henley issued an Order Appointing Mediator upon the parties’ joint

¹ In his complaint, the Complainant incorrectly identified Dustin Hendricks as Dustin Doe. Therefore, I have amended the case caption accordingly.

motion. On November 1, 2019, the undersigned received the Complainant's Unopposed Motion to Approve Settlement and Dismiss Proceeding with Prejudice. Attached to the motion was a Confidential Settlement Agreement and General Release ("Settlement Agreement"), signed by both the Complainant and the CEO of Freight Rite, Inc., on behalf of the Respondents.

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, 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 such settlement is approved by the" Administrative Review Board ("ARB") or Administrative Law Judge ("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). Consistent with that requirement, the regulations direct the parties to file a copy of the settlement "with the ALJ or the ARB, as the case may be." 29 C.F.R. § 1978.111(d)(2).

The ARB requires that all parties requesting settlement approval 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. *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). Here, the parties have properly submitted both a release of claims, specifically releasing the Respondents from liability under the STAA claim, as well as a Settlement Agreement. Section nine of the Settlement Agreement provides that the parties shall keep the terms of the Settlement Agreement confidential, with certain specified exceptions.²

I have carefully reviewed the parties' Settlement Agreement and have determined that its terms are fair, adequate, reasonable, and consistent with public policy. I note in this regard that an experienced and zealous litigator represents the Complainant. Furthermore, the parties participated in formal mediation. In determining whether the Settlement Agreement is fair, adequate, and reasonable, I give particular weight to the opinion of the Complainant's counsel and the fact that the parties engaged in mediation. Therefore, I hereby approve the Settlement Agreement. Upon issuance of this Order, the parties shall implement its terms,

² The parties have agreed that the terms of the Settlement Agreement are confidential. Consistent with 29 C.F.R. § 70.26 (2017) and Executive Order 12,600, "Predisclosure Notification Procedures for Confidential Commercial Information" (Exec. Or. 12,600, 52 Fed. Reg. 23781, 3 C.F.R., 1988 Comp., 235), the materials contained in the Settlement will be placed in a sealed envelope marked "Confidential Settlement Materials – Confidential Commercial Information. *See* 29 C.F.R. § 70.26." Moreover, in this Order, the undersigned has refrained from referencing any specific terms or dollar amounts contained in the Settlement Agreement. In general, confidential commercial information will be disclosed under the Freedom of Information Act ("FOIA") only in accordance with 29 C.F.R. § 70.26 and Executive Order 12,600. Pursuant to 29 C.F.R. § 70.26(a), a submitter of confidential commercial information must use good-faith efforts to designate any portions of its submission that it considers to be protected from disclosure under Exemption 4. The Department of Labor ("Department") will provide a submitter with prompt written notice of a FOIA request that seeks its confidential commercial information whenever required under 29 C.F.R. § 70.26(d), except as provided in 29 C.F.R. § 70.26(g), in order to give the submitter an opportunity to object in writing to disclosure of any specified portion of that information under paragraph 29 C.F.R. § 70.26(e).

Accordingly, it is hereby **ORDERED** that the Settlement Agreement is **APPROVED** and the complaint that gave rise to this litigation is **DISMISSED** with prejudice.

JOHN P. SELLERS, III
ADMINISTRATIVE LAW JUDGE