



**Issue Date: 10 July 2020**

Case No.: 2020-STA-00045

In the Matter of:

**BEAU BRADLEY**  
Complainant

v.

**PILOT THOMAS LOGISTICS**  
Respondents

**ORDER APPROVING SETTLEMENT AND DISMISSING COMPLAINT**

This matter involves the complaint of Beau Bradley (“Complainant”) against Pilot Thomas Logistics (“Respondent”) pursuant to the Surface Transportation Assistance Act of 1982, as amended, 49 U.S.C. § 31105 (“STAA”), and its implementing regulations, 29 C.F.R. part 1978. A hearing is currently scheduled for September 22, 2020, before the Office of Administrative Law Judges (“OALJ”).

On June 23, 2020, the parties submitted a Joint Motion for Approval of Settlement and Motion for Dismissal with Prejudice. The parties also submitted an executed settlement agreement for approval in accordance with 29 C.F.R. § 1978.111(d)(2). The settlement agreement is signed by Complainant and by Respondent’s Vice President of Human Resources.<sup>1</sup>

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<sup>1</sup> The settlement agreement is titled “Confidential Settlement Agreement and General Release.” In the event that a request is made for access to the settlement agreement under the Freedom of Information Act (“FOIA”), the Department of Labor will provide the parties with pre-disclosure notification and an opportunity to respond before any disclosure is made. *See* 29 C.F.R. § 70.26. The pre-disclosure notice procedure does not constitute a finding that the settlement agreement, or any portion thereof, will be exempt from disclosure under FOIA. *See* 29 C.F.R. § 70.26(f).

I have reviewed the agreement, and I find it is a fair and reasonable settlement of the STAA complaint.<sup>2</sup> The agreement is not contrary to the public interest, and it was not procured under duress. Accordingly, pursuant to 29 C.F.R. § 24.111(d)(2), I **APPROVE** the settlement agreement, I **CANCEL** the hearing scheduled for September 22, 2020, and I **DISMISS** the complaint with prejudice.

**SO ORDERED.**

**LAUREN C. BOUCHER**  
Administrative Law Judge

Cherry Hill, New Jersey

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<sup>2</sup> The Agreement contains a broad release of liability for claims arising under various federal and state laws unrelated to the STAA. My authority is limited to the statutes within OALJ's jurisdiction. Therefore, my review and approval of the agreement is limited to the terms of the agreement pertaining to Complainant's STAA claim. *See Mann v. Schwan's Food Co.*, ARB No. 09-017 (Dec. 31, 2008).