



**Issue Date: 24 November 2020**

CASE NO.: 2020-STA-00079

*In the Matter of:*

**ANTONIO HARTFIELD,**  
*Complainant,*

v.

**TITAN TRANSPORTATION SERVICES, INC.**  
**d/b/a SUNSET LOGISTICS**  
*Respondent.*

**DECISION AND ORDER APPROVING CONFIDENTIAL SETTLEMENT  
AGREEMENT AND DISMISSING CLAIM WITH PREJUDICE**

This matter arises out of a complaint filed by Antonio Hartfield (“Complainant”) against Titan Transportation Services, Inc., doing business as Sunset Logistics (“Employer”) under § 405 of the employee-protection provisions of the Surface Transportation Assistance Act of 1982 (“STAA” or “Act”), 49 U.S.C. § 31101 *et seq.*, and the implementing regulations at 29 C.F.R. Part 1978.

On November 16, 2020, the parties submitted a Stipulation and Order of Dismissal with Prejudice (“Stipulation”). However, the Stipulation did not include the settlement terms. Accordingly, by Order issued on November 19, 2020, the undersigned denied the Stipulation and required the parties to clarify whether the Stipulation was based upon a settlement, and, if it was, to submit the settlement agreement and any supporting documentation to the undersigned for approval. On November 20, 2020, the undersigned received the parties’ fully executed settlement agreement (“Settlement Agreement”). The parties requested that the Settlement Agreement remain confidential.<sup>1</sup>

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<sup>1</sup> 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

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 the 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 submitted a release of claims, specifically releasing the Respondents from liability under the STAA claim, as well as a release of claims under any express or implied contract, any federal, state, or local statute, and under the common law. Although the agreement encompasses settlement of matters under laws other than the STAA, 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 approve only the terms of the settlement agreement pertaining to the Complainant’s STAA claims.<sup>2</sup>

I have carefully reviewed the parties’ Settlement Agreement and have determined that its terms are fair, adequate, reasonable, and consistent with public policy. Accordingly, it is hereby **ORDERED** that the Settlement Agreement is **APPROVED**, and the complaints that gave rise to this litigation are **DISMISSED** with prejudice.

JOHN P. SELLERS, III  
ADMINISTRATIVE LAW JUDGE

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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).

<sup>2</sup> *See Fish v. H and R Transfer*, ARB No. 01-071, ALJ No. 00- STA-56 (ARB Apr. 30, 2003).