



Issue Date: 17 August 2020

OALJ Case No.: 2020-STA-00039
OSHA Case No. 5-1470-19-040

In the Matter of:

DERRICK RAPLEY,
Complainant,

v.

RIVER CITY TRANSPORT, LLC,
Respondent.

**ORDER APPROVING SETTLEMENT AGREEMENT
AND DISMISSING COMPLAINT**

This proceeding arises under the employee protection provisions of the Surface Transportation Assistance Act of 1982, 49 U.S.C. § 31105, and the regulations promulgated at 29 C.F.R. Part 1978, and is currently scheduled for hearing on October 27, 2020 in Milwaukee, Wisconsin. However, on August 13, 2020, the parties submitted *Confidential Settlement Agreement and General Release* (“Settlement Agreement”) for my approval.¹

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).

Having reviewed the Settlement Agreement and its provisions, which includes dismissal of the complaint, I find the terms, obligations, and conditions fair, adequate and reasonable, and

¹ 29 C.F.R. § 1978.111(d)(1) states that at any time after the filing of objections to the Assistant Secretary’s findings and preliminary order, the case may be settled, and, if the case is before an administrative law judge, the settlement is contingent upon the approval of the administrative law judge. Any settlement approved by the administrative law judge becomes the final order of the Secretary. 29 C.F.R. § 1978.111(e).

in the public interest.² I also find that the settlement was not procured through duress.³ Accordingly, I approve the parties' Settlement Agreement. To the extent not otherwise done so, the parties shall implement the terms of the approved settlement as specifically stated in the agreement. This Order shall have the same force and effect as one made after a full hearing on the merits.

ORDER

Accordingly, **IT IS HEREBY ORDERED** that the Settlement Agreement and Release of Claims filed on August 13, 2020 is **APPROVED**, and thereby becomes the final order of the Secretary and may be enforced pursuant to 29 C.F.R. § 1978.113.

IT FURTHER ORDERED that, upon payment of the agreed consideration as set forth in the Release, the complaint filed in this matter is **DISMISSED**, and that counsel for Complainant is allowed to withdraw as counsel of record in this matter following completion of his professional duties necessary to implementing the Settlement on behalf of his client.

The October 27, 2020 hearing in Milwaukee, Wisconsin is **CANCELLED**.

SO ORDERED:

STEPHEN R. HENLEY
Chief Administrative Law Judge

² I note that the Settlement Agreement does not allocate a specific portion of the settlement for attorney's fees. (Settlement page 1). Although settlement agreements commonly provide a specific allocation for attorney's fees, I find that the total amount of the settlement is fair, adequate, and reasonable compensation of Complainant's claim and attorney's fees in this matter. I also note that the agreement provides for "settlement of all claims, known and unknown . . . against Respondent as of the date of this Agreement and Release." (Settlement page 2). However, this approval applies only to the STAA complaint over which the Office of Administrative Law Judges has jurisdiction.

³ I find that Complainant and Respondent were ably represented by counsel.