

U.S. Department of Labor

Office of Administrative Law Judges
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Issue Date: 01 November 2022

Case No.: 2022-STA-00045
OSHA Case No.: 9-3290-21-600

In the Matter of:

**ASSISTANT SECRETARY OF LABOR FOR
OCCUPATIONAL SAFETY AND HEALTH,**
Prosecuting Party,

and

ERNESTO BARRIENTOS-RUIZ,
Complainant,

v.

TRANSDEV SERVICES, INC.
Respondent.

**DECISION AND ORDER APPROVING SETTLEMENT AGREEMENT AND
DISMISSING COMPLAINT WITH PREJUDICE**

This matter arises under the Surface Transportation Assistance Act (the “Act” or “STAA”), 49 U.S.C. § 31105, as amended by the Implementing Recommendations of the 9/11 Commission Act of 2007, Pub. L. No. 110-053, and the applicable regulations issued thereunder at 29 C.F.R. Part 1978.

On October 31, 2022, Counsel for the Prosecuting Party submitted a Settlement Agreement in this matter. The Settlement Agreement was signed by, or on behalf of, all parties in this matter.

The STAA and its implementing regulations provide that proceedings may be terminated on the basis of a settlement if either the Secretary or the Administrative Law Judge (“ALJ”) 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*, No. 10-020 (ARB Dec. 16, 2009). To accomplish such review, the regulations direct the parties to file a copy of the settlement with the ALJ. *See* 29 C.F.R. §

1978.111(d)(2). If the settlement is then approved, it constitutes the final order of the Secretary and may be enforced pursuant to 29 C.F.R. § 1978.113. 29 C.F.R. § 1978.111(e).

The terms and conditions of the Settlement Agreement are hereby adopted, approved, and incorporated by reference into this Decision and Order.

Having reviewed the Settlement Agreement and its provisions, I find its terms, obligations, and conditions to be fair, adequate, reasonable, and in the public interest. I also find that the Settlement Agreement was not produced through duress. Accordingly, I approve the parties' Settlement Agreement and dismiss the complaint in this matter with prejudice.¹ The parties shall implement the terms of the approved Settlement Agreement.

ORDER

The Settlement Agreement in this matter is **APPROVED**. The complaint in this matter is **DISMISSED WITH PREJUDICE**.

SO ORDERED.

PAUL R. ALMANZA
Associate Chief Administrative Law Judge

¹ The parties do not specifically state that the complaint in this matter will be dismissed with prejudice; they instead state that "*in complete resolution of this proceeding*, [they] ... stipulate and agree" to the contents of the Settlement Agreement. Settlement Agreement at 1 (emphasis added). They further agree that "[a]ll disputed matters involving Complainant and Transdev's violations of the ... STAA ... are properly resolved as set forth herein." *Id.* at 2. Additionally, they agree that "[i]n consideration of ... [actions taken by Respondent], Complainant will consider this matter settled and release his STAA claim." *Id.* Finally, the parties agree that they "waive any further procedural steps before the Administrative Law Judge ... regarding the matters which are the subject of this Settlement Agreement" and "waive any right to challenge or contest the validity of any Order entered in accordance with this Settlement Agreement." *Id.* at 3-4. I find that the terms of the Settlement Agreement, especially the "in complete resolution of this proceeding" on the first page of the Settlement Agreement, establish that the parties intend that the complaint in this matter be dismissed with prejudice.