



In the Matter of:

**STEPHEN W. FITZGERALD, SR.,**

**ARB CASE NO. 03-018**

**COMPLAINANT,**

**ALJ CASE NO. 01-STA-52**

**v.**

**DATE: January 10, 2003**

**INTERACTIVE LOGISTICS, INC.  
D/B/A NATIONAL FREIGHT, INC.  
OR NFI INTERACTIVE,**

**RESPONDENT.**

**BEFORE: THE ADMINISTRATIVE REVIEW BOARD**

**Appearances:**

***For the Complainant:***

***Paul O. Taylor, Esq., Truckers Justice Center, Eagan, Minnesota***

***For the Respondent:***

***Gregory T. Arnold, Esq., Brown Rudnick Freed & Gesmer, P.C., Boston, Massachusetts***

**FINAL ORDER APPROVING SETTLEMENT  
AND DISMISSING THE CASE**

Stephen W. Fitzgerald filed a complaint alleging that Interactive Logistics, Inc., (Interactive) violated the employee protection provisions of the Surface Transportation Assistance Act of 1982 (STAA), as amended and recodified, 49 U.S.C.A. § 31105 (West 1997), and the implementing regulations at 29 C.F.R. Part 1978 (2002). Fitzgerald seeks approval of a settlement agreement and dismissal of his pending claim.

## BACKGROUND

On November 13, 2002, a Department of Labor Administrative Law Judge (ALJ) issued a Recommended Decision and Order (R. D. & O.) finding that Fitzgerald had established that Interactive had retaliated against him in violation of the STAA's whistleblower protection provisions. The ALJ further found that Fitzgerald was entitled to reinstatement, back pay, costs and attorney fees. As provided in 29 C.F.R. § 1978.109(a), the ALJ forwarded the case to the Administrative Review Board (Board) for review and to issue a final order.

On December 14, 2002, Fitzgerald filed "Complainant's Unopposed Motion to Approve Settlement and Dismiss Proceeding."

## DISCUSSION

Pursuant to STAA § 31105(b)(2)(C), A[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 implementing the STAA, the parties may settle a case at any time after the filing of objections to the Assistant Secretary's preliminary findings Aif the participating parties agree to a settlement and such settlement is approved by the Administrative Review Board . . . or the ALJ." 29 C.F.R. § 1978.111(d)(2). The regulations direct the parties to file a copy of the settlement Awith the ALJ or the Administrative Review Board as the case may be." *Id.* In this case, at the time the parties reached a settlement, the ALJ had issued the R. D. & O. and forwarded the case to this Board. Therefore, we are the appropriate body to review the settlement agreement.

We find the overall settlement terms to be reasonable, but we note that the settlement agreement encompasses the settlement of matters under laws other than the STAA. Our authority to review this settlement agreement is limited to the statutes within our jurisdiction and is defined by the applicable statute. *Accord Waters v. Pacific Motor Trucking Co.*, ARB No. 01-049, ALJ No. 01-STA-5, slip op. at 3 (Aug. 28, 2001); *Ass't Sec'y & Zurenda v. Corporate Express Delivery Sys., Inc.*, ARB No. 00-041, ALJ No. 1999-STA-30, slip op. at 2 (ARB Mar. 31, 2000). We have therefore restricted our review of the settlement agreement to ascertaining only whether the terms of the agreement fairly, adequately and reasonably settle Fitzgerald's allegations that Interactive violated the STAA.

## **CONCLUSION**

We find that the agreement, as so construed, is a fair, adequate, and reasonable settlement of the complaint. Accordingly, we **APPROVE** the agreement and **DISMISS** the case with prejudice.

**SO ORDERED.**

**M. CYNTHIA DOUGLASS**  
**Chief Administrative Appeals Judge**

**JUDITH S. BOGGS**  
**Administrative Appeals Judge**