



In the Matter of:

JOHN HOLLINGSHEAD,

ARB CASE NO. 05-046

COMPLAINANT,

ALJ CASE NO. 2004-STA-57

v.

DATE: August 30, 2005

CONWAY SOUTHERN EXPRESS,

RESPONDENT.

BEFORE: THE ADMINISTRATIVE REVIEW BOARD

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

This case arises under the employee protection provisions of the Surface Transportation Assistance Act (STAA) of 1982, as amended.¹ On January 6, 2005, John Hollingshead, the complainant, and Conway Southern Express, the respondent, submitted Complainant's Unopposed Motion to Approve Settlement and Dismiss Proceeding with Prejudice to a Department of Labor Administrative Law Judge (ALJ). Under the 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 "if the participating parties agree to a settlement and such settlement is approved by the Administrative Review Board . . . or the ALJ."² 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."³

In this case, when the parties reached a settlement, the case was pending before the ALJ. Therefore, the ALJ appropriately reviewed the settlement agreement. On

¹ 49 U.S.C.A. § 31105 (West 1997).

² 29 C.F.R. § 1978.111(d)(2) (2004).

³ *Id.*

January 13, 2005, the ALJ issued a [Recommended] Order – Approval of Settlement & Dismissal of Complaint. According to the STAA’s implementing regulations, the Administrative Review Board issues the final decision and order in this case.⁴

The Board issued a Notice of Review and Briefing apprising the parties of their right to submit briefs supporting or opposing the ALJ’s decision.⁵ Neither party responded to the Board’s notice.

Review of the agreement reveals that it may encompass the settlement of matters under laws other than the STAA.⁶ The Board’s authority over settlement agreements is limited to the statutes that are within the Board’s jurisdiction as defined by the applicable statute. Therefore, we **APPROVE** the terms of the agreement pertaining to Hollingshead’s STAA claim⁷ and **DISMISS** the complaint with prejudice.

SO ORDERED.

M. CYNTHIA DOUGLASS
Chief Administrative Appeals Judge

WAYNE C. BEYER
Administrative Appeals Judge

⁴ 29 C.F.R. § 1978.109(c)(2); *Monroe v. Cumberland Transp. Corp.*, ARB No. 01-101, ALJ No. 00-STA-50 (ARB Sept. 26, 2001); *Cook v. Shaffer Trucking Inc.*, ARB No. 01-051, ALJ No. 00-STA-17 (ARB May 30, 2001).

⁵ 29 C.F.R. § 1978.109(c)(2).

⁶ Settlement Agreement ¶ 2 B.

⁷ *Fish v. H and R Transfer*, ARB No. 01-071, ALJ No. 00-STA-56, slip op. at 2 (ARB Apr. 30, 2003).