



In the Matter of:

MICHAEL SICARD,

ARB CASE NO. 05-080

COMPLAINANT,

ALJ CASE NO. 2005-STA-22

v.

DATE: March 29, 2006

**NIMBUS LANDSCAPING
MATERIALS, INC.,**

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 March 25, 2005, the Complainant, Michael Sicard, submitted an 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

¹ 49 U.S.C.A. § 31105 (West 1997).

² 29 C.F.R. § 1978.111(d)(2) (2005).

³ *Id.*

The case was pending before the ALJ when the parties reached a settlement; therefore, the ALJ appropriately reviewed the settlement agreement. On March 29, 2005, the ALJ issued a Recommended Decision and Order Approving Settlement Agreement. 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 Schedule apprising the parties of their right to submit briefs supporting or opposing the ALJ's recommended decision.⁵ The parties advised the Board they would not be filing briefs.

The Board has reviewed the settlement agreement and finds it fair, adequate and reasonable. The parties certified that the agreement constitutes the entire settlement with respect to the Complainant's claims.⁶ Review of the agreement reveals that it may encompass the settlement of matters under laws other than the STAA.⁷ 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 only the terms of the agreement pertaining to the Complainant's STAA claim.⁸

Accordingly, we **APPROVE** the terms of the agreement pertaining to Sicard's STAA claim 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 ¶¶ 1, 7.

⁷ Settlement Agreement ¶¶ 2 B, 2 F, 3 C.

⁸ *Fish v. H & R Transfer*, ARB No. 01-071, ALJ No. 00-STA-56, slip op. at 2 (ARB Apr. 30, 2003).