



In the Matter of:

MICHAEL A. HINDS,

ARB CASE NO. 06-002

COMPLAINANT,

ALJ CASE NO. 2005-STA-39

v.

DATE: March 29, 2006

ORE-CAL LIVESTOCK, 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 September 20, 2005, the Complainant, Michael A. Hinds, advised a Department of Labor Administrative Law Judge (ALJ) that he was withdrawing his complaint with prejudice because he had reached a settlement with the Respondent, Ore-Cal Livestock, Inc. The ALJ subsequently received a copy of the executed settlement agreement on September 29, 2005. 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.*

Because the case was pending before the ALJ when the parties reached a settlement, the ALJ appropriately reviewed the settlement agreement. On September 30, 2005, the ALJ issued a Recommended Order Approving Settlement and Recommending Dismissal. 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 order.⁵ The parties advised the Board that they would not be filing briefs.

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 Hinds' 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 ¶¶ 3, 12.

⁷ Settlement Agreement ¶¶ 4, 5.

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