



In the Matter of:

LARRY E. EASH,

ARB CASE NO. 06-142

COMPLAINANT,

ALJ CASE NO. 2000-STA-47

v.

DATE: October 27, 2006

ROADWAY EXPRESS, INC.,

RESPONDENT.

BEFORE: THE ADMINISTRATIVE REVIEW BOARD

Appearance:

For the Respondent:

Michael Dolan, Esq., Kristen Parker, Esq., Jones Day, Chicago, Illinois

**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 August 7, 2006, the parties submitted a Settlement Agreement and General Release signed by the Complainant and the Respondent 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) (2006).

³ *Id.*

When the parties reached a settlement the case was pending before the ALJ. Therefore, the ALJ appropriately reviewed the settlement agreement. On August 22, 2006, the ALJ issued a Recommended Order Approving Settlement and Dismissing 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 Schedule apprising the parties of their right to submit briefs supporting or opposing the ALJ's recommended decision.⁵ The Respondent replied to the Board's notice on September 7, 2006, indicating that it would not file a brief with the Board. Eash did not respond to the Board's order.

Review of the agreement reveals that it may encompass the settlement of matters under laws other than the STAA⁶ and references cases other than ARB No. 06-142, 2000-STA-0047, the case currently before the Board.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. Furthermore, it is limited to cases over which we have jurisdiction. Therefore, we approve only the terms of the agreement pertaining to the Complainant's STAA claim, ARB No. 06-142, 2000-STA-0047.⁸

Furthermore, we construe paragraph 15, the governing law provision, as not limiting the authority of the Secretary of Labor and any Federal court, which shall be governed in all respects by the laws and regulations of the United States.⁹

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 para. 3.

⁷ Settlement Agreement at pg. 1.

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

⁹ *See Phillips v. Citizens' Ass'n for Sound Energy*, 1991-ERA-25, slip op. at 2 (Sec'y Nov. 4, 1991).

As so construed, we **APPROVE** the terms of the agreement pertaining to Eash's STAA claim, ARB No. 06-142, 2000-STA-0047, and **DISMISS** the complaint with prejudice.

SO ORDERED.

WAYNE C. BEYER
Administrative Appeals Judge

M. CYNTHIA DOUGLASS
Chief Administrative Appeals Judge

OLIVER TRANSUE
Administrative Appeals Judge