



In the Matter of:

TINA L. GEIGER,

ARB CASE NO. 10-126

COMPLAINANT,

ALJ CASE NO. 2010-STA-051

v.

DATE: December 15, 2010

W.N. MOREHOUSE TRUCK LINE, INC.,

RESPONDENT.

BEFORE: THE ADMINISTRATIVE REVIEW BOARD

BEFORE: Paul M. Igasaki, *Chief Administrative Appeals Judge* and Joanne Royce, *Administrative Appeals Judge*

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

The Complainant, Tina L. Geiger, alleged that W.N. Morehouse Truck Line, Inc., violated the employee protection provisions of the Surface Transportation Assistance Act (STAA or Act) of 1982, as amended and re-codified, and its implementing regulations,¹ when the company terminated her employment in retaliation for protected activities.

Following an investigation of the complaint, the Occupational Safety and Health Administration (OSHA) found that Geiger's alleged protected activity was not a factor in her termination and dismissed the complaint.² Geiger objected to OSHA's findings and requested a hearing before a Department of Labor (DOL) Administrative Law Judge (ALJ).³ The ALJ

¹ 49 U.S.C.A. § 31105 (Thomson/West Supp. 2010); 29 C.F.R. Part 1978 (2010).

² OSHA Findings (May 20, 2010).

³ See 29 C.F.R. § 1978.105.

scheduled the case for hearing, but on July 12, 2010, Geiger submitted a Confidential Settlement Agreement & Release of Claims (Agreement) and Motion to Dismiss. After reviewing the terms of the agreement, the ALJ issued a Recommended Decision and Order (R. D. & O.) approving the Agreement.

Under the regulations implementing the STAA, the parties may settle a case at any time after filing objections to OSHA's preliminary findings, and before those findings become final, "if the participating parties agree to a settlement and such settlement is approved by the Administrative Review Board [ARB] . . . or the ALJ."⁴ When the parties reached a settlement, the case was pending before the ALJ. Therefore, the ALJ appropriately reviewed the settlement agreement. The ALJ found that the Agreement constituted a fair, adequate, and reasonable settlement of the complaint.⁵

The case is now before the ARB pursuant to the STAA's automatic review provisions.⁶ The ARB "shall issue a final decision and order based on the record and the decision and order of the administrative law judge."⁷ Although the ARB issued a Notice of Review and Briefing Schedule permitting each party to submit a brief in support of or in opposition to the ALJ's order, neither party submitted a brief in this matter. We therefore deem the settlement unopposed under its terms.

We note that while the Agreement may encompass the settlement of matters under statutes other than the STAA,⁸ 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 only approve the terms of the Agreement pertaining to Geiger's current STAA case.⁹

We also construe paragraph N, stating that the agreement "shall be construed under the laws of the State of Nebraska," as not limiting the authority of the Secretary of Labor and any

⁴ 29 C.F.R. § 1978.111(d)(2).

⁵ R. D. & O. at 2. See 28 C.F.R. § 1978.111(d)(2); see also *Poulos v. Ambassador Fuel Oil Co.*, 1986-CAA-001 (Sec'y Nov. 2, 1987) (Secretary limited review of a settlement agreement to whether the terms of the settlement are a fair, adequate, and reasonable settlement of the complainant's allegations that the respondent violated the STAA).

⁶ 49 U.S.C.A. § 31105(b)(2)(C); see 29 C.F.R. § 1978.109(c)(1).

⁷ 29 C.F.R. § 1978.109(c); *Monroe v. Cumberland Transp. Corp.*, ARB No. 01-101, ALJ No. 2000-STA-050, slip op. at 2 (ARB Sept. 26, 2001).

⁸ Settlement and Release of Claims, para. B.

⁹ *Fish v. H & R Transfer*, ARB No. 01-071, ALJ No. 2000-STA-056, slip op. at 2 (ARB Apr. 30, 2003).

Federal court, which shall be governed in all respects by the laws and regulations of the United States.¹⁰

We have carefully reviewed the parties' Agreement and agree with the ALJ that it constitutes a fair, adequate, and reasonable settlement of Geiger's STAA complaint. Accordingly, we **APPROVE** the Agreement and **DISMISS** the complaint with prejudice.

SO ORDERED.

PAUL M. IGASAKI
Chief Administrative Appeals Judge

JOANNE ROYCE
Administrative Appeals Judge

¹⁰ *Trucker v. St. Cloud Meat & Provisions, Inc.*, ARB No. 08-080, ALJ No. 2008-STA-023, slip op. at 3 (ARB May 30, 2008).