



In the Matter of:

CAROL GRAYSON,

ARB CASE NO. 04-125

COMPLAINANT,

ALJ CASE NO. 03-STA-58

v.

DATE: January 26, 2005

MERIT DISTRIBUTION SERVICES, INC.,

RESPONDENT.

BEFORE: THE ADMINISTRATIVE REVIEW BOARD

Appearance:

For the Respondent:

Davis Frye, Esq., Baker, Donelson, Bearman, Caldwell & Berkowitz, PC, Jackson Mississippi

FINAL DECISION AND ORDER APPROVING SETTLEMENT

This case arises under the employee protection provisions of the Surface Transportation Assistance Act (STAA) of 1982, as amended.¹ On June 21, 2004, Carol Grayson, the complainant, and Merit Distribution Services, Inc., the respondent, submitted a Settlement Agreement in final disposition of this case 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

¹ 49 U.S.C.A. § 31105 (West 1997).

² 29 C.F.R. § 1978.111(d)(2) (2004).

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

When the parties reached the settlement, the case was pending before the ALJ. Therefore, the ALJ appropriately reviewed the settlement agreement. On June 28, 2004, the ALJ issued a Decision and Order Approving Settlement and Dismissing Complaint. Nevertheless, according to the STAA’s implementing regulations, the ARB issues the final decision and order in this case.⁴

The Administrative Review Board issued a Notice of Review and Briefing apprising the parties of their right to submit briefs in support of or in opposition to the ALJ’s decision.⁵ Merit Distribution Services filed a response indicating that it did not oppose the ALJ’s Decision and Order. Grayson did not file a response to the Board’s notice.

The parties have certified that the agreement constitutes the entire settlement with respect to Grayson’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 Grayson’s STAA claim.⁸ Further, we construe ¶ 8’s choice of 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

³ *Id.*

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 Settlement Agreement ¶ 2(b).

⁸ *Fish v. H and 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*, ALJ No. 91-ERA-25, slip op. at 2 (Sec’y Nov. 4, 1991).

Accordingly, as described above, we **APPROVE** the agreement's provisions pertaining to Grayson's STAA claim and **DISMISS** the complaint with prejudice.

SO ORDERED.

M. CYNTHIA DOUGLASS
Chief Administrative Appeals Judge

WAYNE C. BEYER
Administrative Appeals Judge