



**In the Matter of:**

**KENNETH LAND,**

**ARB CASE NO. 06-032**

**COMPLAINANT,**

**ALJ CASE NO. 1991-STA-28**

**v.**

**DATE: January 31, 2006**

**CONSOLIDATED FREIGHTWAYS, INC.,**

**RESPONDENT.**

**BEFORE: THE ADMINISTRATIVE REVIEW BOARD**

**Appearances:**

*For the Complainant:*

**Brian P. Fitzsimmons, Esq., Hanley, Hassett & Fitzsimmons, LLC, Quincy, Massachusetts**

*For the Respondent:*

**Paul J. Kingston, Esq. and Thomas J. Mango, Esq., Rubin and Rudman LLP, Boston, Massachusetts**

**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.<sup>1</sup> On December 15, 2005, the Complainant, Kenneth Land, and the Respondent, Consolidated Freightways, Inc., filed a Joint Motion to Approve Settlement Application and a Settlement Agreement and Mutual Releases with a Department of Labor Administrative Law Judge (ALJ). Under

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<sup>1</sup> 49 U.S.C.A. § 31105 (West 1997).

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."<sup>2</sup> 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."<sup>3</sup>

In this case, when the parties reached a settlement, the case was pending before the ALJ. Therefore, the ALJ appropriately reviewed the settlement agreement. On December 20, 2005, the ALJ issued a Recommended Decision and Order Approving Settlement Agreement. According to the STAA's implementing regulations, the ARB issues the final decision and order in this case.<sup>4</sup>

The Board issued a Notice of Review and Briefing Order on January 10, 2006, apprising the parties of their right to submit briefs supporting or opposing the ALJ's decision.<sup>5</sup> Neither party objected to the ALJ's order.

The ARB concurs with the ALJ's determination that the parties' settlement agreement is fair and equitable. But we note that the agreement encompasses the settlement of matters under laws other than the STAA.<sup>6</sup> 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.<sup>7</sup>

Finally, our approval is limited to settlement of the instant case, and we understand the settlement terms relating to release of STAA claims as pertaining only to the facts and circumstances giving rise to this case.

As so construed, we **APPROVE** the terms of the agreement pertaining to Land's

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<sup>2</sup> 29 C.F.R. § 1978.111(d)(2) (2005).

<sup>3</sup> *Id.*

<sup>4</sup> 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).

<sup>5</sup> 29 C.F.R. § 1978.109(c)(2).

<sup>6</sup> Settlement agreement ¶ 9.

<sup>7</sup> *Fish v. H and R Transfer*, ARB No. 01-071, ALJ No. 00-STA-56, slip op. at 2 (ARB Apr. 30, 2003).

STAA claim<sup>8</sup> and **DISMISS** the complaint with prejudice.

**SO ORDERED.**

**M. CYNTHIA DOUGLASS**  
**Chief Administrative Appeals Judge**

**OLIVER M. TRANSUE**  
**Administrative Appeals Judge**

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<sup>8</sup> *Fish*, slip op. at 2.