



**In the Matter of:**

**WILLIAM J. GILBERT,**

**ARB CASE NO. 06-051**

**COMPLAINANT,**

**ALJ CASE NO. 2005-STA-0056**

**v.**

**DATE: November 29, 2006**

**McELROY TRUCK LINES, INC.,**

**RESPONDENT.**

**BEFORE: THE ADMINISTRATIVE REVIEW BOARD**

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

This case arises under Section 405, the employee protection provision, of the Surface Transportation Assistance Act (STAA) of 1982.<sup>1</sup> On December 19, 2005, the parties submitted a Settlement Agreement and Release of All Claims signed by the Complainant, William Gilbert, and the Respondent, McElroy Truck Lines, 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."<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>

When the parties reached a settlement the case was pending before the ALJ. Therefore, the ALJ appropriately reviewed the settlement agreement. On January 31,

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<sup>1</sup> 49 U.S.C.A. § 31105 (West 2006).

<sup>2</sup> 29 C.F.R. § 1978.111(d)(2) (2006).

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

2006, the ALJ issued a Recommended Order Approving Settlement. According to the STAA's implementing regulations, the Administrative Review Board (ARB or Board) issues the final decision and order in this case.<sup>4</sup>

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.<sup>5</sup> The Respondent replied to the Board's notice on February 23, 2006, indicating that it would not file a brief with the Board. Gilbert, did not respond to the Board's order. We therefore deem settlement unopposed under the terms of the Recommended Order Approving Settlement.

Review of the agreement reveals that it may encompass the settlement of matters under laws other than the STAA<sup>6</sup> and references cases other than ARB No. 06-051, 2005-STA-0056, the case currently before the Board.<sup>7</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. 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. 06-051, 2005-STA-0056.<sup>8</sup>

Therefore, we **APPROVE** the terms of the agreement pertaining to Gilbert's STAA claim, and **DISMISS** the complaint with prejudice.

**SO ORDERED.**

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

**DAVID G. DYE**  
**Administrative Appeals Judge**

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<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 and Release of All Claims para. 3.

<sup>7</sup> Settlement Agreement and Release of All Claims para. 7.

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