



In the Matter of:

DARRYL BLACK,

ARB NO. 06-073

COMPLAINANT,

ALJ CASE NO. 2006-STA-005

v.

DATE: October 30, 2006

UNITED PARCEL SERVICE,

RESPONDENT.

BEFORE: THE ADMINISTRATIVE REVIEW BOARD

**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. 49 U.S.C.A. § 31105 (West 1997). On March 14, 2006, Darryl Black’s counsel submitted an Unopposed Motion to Approve Settlement and Dismiss Proceeding with Prejudice and Settlement Agreement executed by Black, the United Parcel Service, Inc., and their counsel 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.” 29 C.F.R. § 1978.111(d)(2) (2006). 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.” *Id.*

When the parties reached a settlement, the case was pending before the ALJ. Therefore, the ALJ appropriately reviewed the settlement agreement. On March 15, 2006, the ALJ issued a Recommended [Decision and] Order (R. D. & O.) Approving Settlement. According to the STAA’s implementing regulations, the Administrative Review Board issues the final decision and order in this case. 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).

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. 29 C.F.R. § 1978.109(c)(2). Neither Black nor UPS elected to file a brief. We therefore deem settlement unopposed under the terms of the R. D. & O.

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. Further, we note that paragraph B(2) of the Settlement provides that the agreement shall be governed and construed under the laws of Ohio. We construe this 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. *See Phillips v. Citizens' Ass'n for Sound Energy*, No. 91-ERA-25, slip op. at 2 (Sec'y Nov. 4, 1991).

Therefore, we **APPROVE** the terms of the agreement pertaining to Black's STAA claim, *Fish v. H & R Transfer*, ARB No. 01-071, ALJ No. 00-STA-56, slip op. at 2 (ARB Apr. 30, 2003), and **DISMISS** the complaint with prejudice.

SO ORDERED.

WAYNE C. BEYER
Administrative Appeals Judge

M. CYNTHIA DOUGLASS
Chief Administrative Appeals Judge