



Issue Date: 07 August 2007

CASE NO.: 2007-STA-00038

In the Matter of

RAYMOND J. BRAULT,
Complainant,

v.

RYDER INTEGRATED LOGISTICS, INC.,
Respondent.

**RECOMMENDED DECISION AND ORDER
APPROVING SETTLEMENT AGREEMENT AND DISMISSING COMPLAINT**

The above captioned matter arises under section 405 of the Surface Transportation Assistance Act ("the STAA"). 49 U.S.C. § 31105. The matter was set for hearing before the undersigned on August 6, 2007. On August 2, 2007, Ryder Integrated Logistics Inc. ("Respondent"), and Raymond Brault ("Complainant"), filed a "Settlement Agreement and Release." On the same day Respondent and Complainant jointly filed a "Stipulation of Voluntary Dismissal with Prejudice." The parties entered into the following settlement agreement:

1. Raymond Brault, for and in consideration of the sum of \$5000.00 paid to him by Respondents, hereby agrees to release and forever discharge Respondents from all liability, demands, grievances, claims, actions, causes of action, suits, administrative actions and charges, and controversies, including claims for attorney's fees, that he has up to and including the date of this agreement.
2. Complainant agrees that at the time of signing the settlement agreement he will dismiss the complaint in the above captioned matter.
3. Complainant agrees that he is not eligible for re-hire or reinstatement with Respondent.
4. Complainant agrees not to discuss or disclose the fact of the agreement, the amounts of the settlement, and the terms and provisions of this Agreement except to his spouse, attorney(s), tax advisors, state and federal taxing authorities, judicial authorities, and to the extent required by law.

The STAA and its implementing regulations provide that a proceeding under the STAA may be ended prior to entry of a final order by a settlement agreement between the parties. 49 U.S.C. § 31105(b)(2)(C); 29 C.F.R. § 1978.111(d)(2) (2001). The Administrative Law Judge's role in reviewing the parties' settlement agreement is limited to ascertaining whether the terms of the agreement fairly, adequately, and reasonably settle the Complainant's allegations that the Respondent violated the STAA. *Ass't Sec'y & Zurenda v. Corporate Express Delivery Systems, Inc.*, ARB No. 00-041, ALJ No. 1999-STA-00030 (ARB March 31, 2000).

Pursuant to the requirements of the STAA and implementing regulations, I have carefully reviewed the terms of the parties' settlement agreement, and I have determined that it constitutes a fair, adequate and reasonable settlement of the complaint.¹ Accordingly, the following order is entered:

(1) The parties' Settlement Agreement and Release is hereby approved;

(2) Respondent shall pay Claimant \$5000; and,

(3) the matter is referred to the Administrative Review Board for issuance of a final decision and order approving settlement and dismissing the claim pursuant to 29 C.F.R. § 1978.109(c). *See Howick v. Experience Hendrix, LLC*, ARB No. 02-049, ALJ No. 2000-STA-32 (ARB Sept. 26, 2002).

SO ORDERED.

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COLLEEN A. GERAGHTY
Administrative Law Judge

Boston, Massachusetts

¹ A conference call was held with the parties on August 6, 2007. Counsel for both parties informed the Court that they had negotiated the "No Reinstatement and Rehire" clause as part of the settlement agreement, and Complainant's counsel represented he had discussed this provision with the Complainant. Complainant's counsel informed the undersigned that the Complainant was working for another company and had no interest in returning to Respondent's employ.