



**In the Matter of:**

**FERNANDO DEMECO WHITE,**

**ARB CASE NO. 04-118**

**COMPLAINANT,**

**ALJ CASE NO. 03-STA-44**

**v.**

**DATE: January 25, 2005**

**J. B. HUNT TRANSPORT, INC.,**

**RESPONDENT.**

**BEFORE: THE ADMINISTRATIVE REVIEW BOARD**

**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.<sup>1</sup> On May 24, 2004, Fernando Demeco White, the complainant, and J. B. Hunt Transport, the respondent, submitted an executed and confidential Mutual General Release, Settlement Agreement, and Covenant Not to Sue 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."<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 the settlement, the case was pending before the ALJ. Therefore, the ALJ appropriately reviewed the settlement agreement. On June 10, 2004,

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

<sup>2</sup> 29 C.F.R. § 1978.111(d)(2) (2004).

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

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.<sup>4</sup>

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.<sup>5</sup> Neither party filed a response to the Board's notice.

The parties have certified that the agreement constitutes the entire settlement with respect to White's claims.<sup>6</sup> Review of the agreement reveals that it may encompass the settlement of matters under laws other than the STAA.<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. Therefore, we approve only the terms of the agreement pertaining to White's STAA claim.<sup>8</sup> Further, we construe ¶ 14'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.<sup>9</sup>

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

**SO ORDERED.**

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

**WAYNE C. BEYER**  
**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 ¶¶ 8, 19.

<sup>7</sup> Settlement Agreement ¶ 1.

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

<sup>9</sup> See *Phillips v. Citizens' Ass'n for Sound Energy*, ALJ No. 91-ERA-25, slip op. at 2 (Sec'y Nov. 4, 1991).