



**In the Matter of:**

**JOHN GRIFFITH,**

**ARB CASE NO. 04-174**

**COMPLAINANT,**

**ALJ CASE NO. 04-STA-25**

**v.**

**DATE: February 28, 2005**

**DYNAMIC TRUCKING, INC.,  
DYNAMIC TRUCKING, LLC.,  
SAINT TRASPORTATION, INC.,  
SCHILLI DISTRIBUTION SERVICE, INC.,  
SCHILLI LEASING, INC.,  
SCHILLI SPECIALIZED, INC., d.b.a. COMBINED SCHILLI COMPANIES,  
TRANSFER OF INDIANA,  
WABASH VALLEY TRANSPORTATION, INC.  
WVT OF TEXAS, INC.,  
JOHN DOE,**

**and**

**MARY ROE,**

**RESPONDENTS.**

**BEFORE: THE ADMINISTRATIVE REVIEW BOARD**

**FINAL ORDER APPROVING SETTLEMENT  
AND DISMISSING COMPLAINT**

This case arises under Section 405, the employee protection provision, of the Surface Transportation Assistance Act of 1982 (STAA), 49 U.S.C.A. § 31105 (West 1997), and implementing regulations at 29 C.F.R. Part 1978 (2004). Complainant John Griffith filed a complaint with OSHA alleging that the Respondents terminated his employment in violation of the STAA. The parties agreed to settle the case. On September 8, 2004, the Administrative Law Judge (ALJ) issued an Order approving the parties' settlement agreement and dismissing the complaint with prejudice.

The Administrative Review Board “shall issue the final decision and order based on the record and the decision and order of the administrative law judge.” 29 C.F.R. § 1978.109(c); *Monroe v. Cumberland Transp. Corp.*, ARB No. 01-101, ALJ No. 00-STA-50 (ARB Sept. 26, 2001).

On September 15, 2004, the Board issued a Notice of Review and Briefing Schedule permitting either party to submit briefs in support of or in opposition to the ALJ’s order. None of the parties filed a response with the Board.

The ARB agrees with the ALJ’s determination that the parties’ settlement agreement is fair, adequate and reasonable. The ALJ stated that his review is “limited to whether the terms of the settlement are a fair, adequate and reasonable settlement of Complainant’s allegations that Respondent violated the STAA.” We note that the agreement encompasses the settlement of matters under laws other than the STAA. See ¶ 2 A and B of the Settlement Agreement. Because the Board’s authority over settlement agreements is limited to such statutes as are within the Board’s jurisdiction and is defined by the applicable statute, we approve only the terms of the agreement pertaining to Griffith’s STAA claim. *Fish v. H and R Transfer*, ARB No. 01-071, ALJ No. 00-STA-56, slip op. at 2 (ARB Apr. 30, 2003).

The parties have certified that the agreement constitutes the entire settlement with respect to Griffith’s STAA claims. The ARB has reviewed the settlement agreement and finds it fair, adequate and reasonable. Accordingly, with the reservations noted above limiting our approval to the settlement of Griffith’s STAA claim, we **APPROVE** the ALJ’s order and **DISMISS** the complaint with prejudice.

**SO ORDERED.**

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

**WAYNE C. BEYER**  
**Administrative Appeals Judge**