



**In the Matter of:**

**JAMES V. SAMSEL,**

**ARB CASE NO. 05-033**

**COMPLAINANT,**

**ALJ CASE NO. 02-STA-46**

**v.**

**DATE: April 29, 2005**

**ROADWAY EXPRESS, INC.,**

**RESPONDENT.**

**BEFORE: THE ADMINISTRATIVE REVIEW BOARD**

**Appearance:**

***For the Respondent:***

**Mark E. Stamelos, Esq., *King & Ballou, Nashville, Tennessee***

**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 James V. Samsel filed a complaint with OSHA alleging that the Respondent violated the STAA. The parties agreed to settle the case. On December 15, 2004, the Administrative Law Judge (ALJ) issued a Recommended Decision and Order Approving Settlement Agreement and Dismissing Complaint 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 December 20, 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 a fair, adequate and reasonable settlement of the complaint. We note that the agreement encompasses the settlement of "all matters," "whether contractually or statutorily based," including any violation of the National Master Freight Agreement, and that it "shall not be construed . . . that Samsel has any rights whatsoever against Roadway." See para. 1. c. and 2 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 Samsel'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 Samsel's STAA claim. Accordingly, with the reservations noted above limiting our approval to the settlement of Samsel's STAA claim, we **APPROVE** the ALJ's order and **DISMISS** the complaint with prejudice.

**SO ORDERED.**

**OLIVER M. TRANSUE**  
**Administrative Appeals Judge**

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