



In the Matter of:

TOMMY E. LAMBKA,

ARB CASE NO. 05-044

COMPLAINANT,

ALJ CASE NO. 2004-STA-38

v.

DATE: August 30, 2005

CUSTOM TOWAWAY, INC.,

RESPONDENT.

BEFORE: THE ADMINISTRATIVE REVIEW BOARD

Appearances:

For the Complainant:

Sean M. Persin, Esq., *Withered, Corrigan & Burns, Lafayette, Indiana*

For the Respondent:

Conrad F. Meis, Esq., *Buchanan, Bibler, Buchanan & Gabor, Algona, Iowa*

**FINAL DECISION AND ORDER APPROVING SETTLEMENT
AND DISMISSING COMPLAINT**

This case arises under the employee protection provisions of the Surface Transportation Assistance Act (STAA) of 1982, as amended.¹ On January 3, 2005, Tommy E. Lambka, the complainant, and Custom Towaway, Inc., the respondent, submitted a Settlement Agreement 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."² The regulations direct the parties to file a

¹ 49 U.S.C.A. § 31105 (West 1997).

² 29 C.F.R. § 1978.111(d)(2) (2004).

copy of the settlement “with the ALJ or the Administrative Review Board, United States Department of Labor, as the case may be.”³

In this case, when the parties reached a settlement, the case was pending before the ALJ. Therefore, the ALJ appropriately reviewed the settlement agreement. On January 6, 2005, the ALJ issued a Recommended Order Approving Settlement. According to the STAA’s implementing regulations, the Administrative Review Board issues the final decision and order in this case.⁴

The Board issued a Notice of Review and Briefing apprising the parties of their right to submit briefs supporting or opposing the ALJ’s decision.⁵ Counsel for Lambka advised the Board that Lambka did not wish to file a brief but requested the Board to approve the settlement. Custom Towaway did not respond to the Board’s notice.

Review of the agreement reveals that it may encompass the settlement of matters under laws other than the STAA.⁶ 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** the terms of the agreement pertaining to Lambka’s STAA claim⁷ and **DISMISS** the complaint.

SO ORDERED.

M. CYNTHIA DOUGLASS
Chief Administrative Appeals Judge

WAYNE C. BEYER
Administrative Appeals Judge

³ *Id.*

⁴ 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).

⁵ 29 C.F.R. § 1978.109(c)(2).

⁶ Settlement Agreement ¶ 9.

⁷ *Fish v. H and R Transfer*, ARB No. 01-071, ALJ No. 00-STA-56, slip op. at 2 (ARB Apr. 30, 2003).