



In the Matter of:

VINCENT A. POLLOCK,

ARB CASE NO. 07-030

COMPLAINANT,

ALJ CASE NO. 2006-STA-00015

v.

DATE: January 31, 2007

SCHILLI SPECIALIZED, INC., *et al.*,

RESPONDENTS.

BEFORE: THE ADMINISTRATIVE REVIEW BOARD

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

This case arises under Section 405, the employee protection provision, of the Surface Transportation Assistance Act (STAA) of 1982.¹ On November 3, 2006, the parties submitted a Settlement Agreement signed by the Complainant, Vincent Pollock, and the Respondent, Schilli Specialized, Inc., 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 copy of the settlement "with the ALJ or the Administrative Review Board, United States Department of Labor, as the case may be."³

When the parties reached a settlement the case was pending before the ALJ. Therefore, the ALJ appropriately reviewed the settlement agreement. On November 29, 2006, the ALJ issued a Recommended Decision and Order Approving Settlement and

¹ 49 U.S.C.A. § 31105 (West 2006).

² 29 C.F.R. § 1978.111(d)(2) (2006).

³ *Id.*

Dismissing Complaint. According to the STAA's implementing regulations, the Administrative Review Board (ARB or Board) issues the final decision and order in this case.⁴

The Board issued a Notice of Review and Briefing Schedule apprising the parties of their right to submit briefs supporting or opposing the ALJ's recommended decision on December 14, 2006.⁵ The Complainant replied via letter to the Board's notice on December 18, 2006, indicating that he would not file a brief with the Board. In a letter dated December 19, 2006, the Respondents also informed the ARB that they would not be filing a brief. We therefore deem settlement unopposed under the terms of the Recommended Decision and Order Approving Settlement.

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. Furthermore, it is limited to cases over which we have jurisdiction. Therefore, we approve only the terms of the agreement pertaining to the Complainant's STAA claim ARB No. 07-030, 2006-STA-00015.⁷

Under the agreement, Pollock releases Schilli from, essentially, any claims or causes of action arising out of or connected with his employment at Schilli.⁸ Thus, we interpret this portion of the agreement as limiting Pollock's right to sue on claims or causes of action arising only out of facts, or any set of facts, occurring before the date of the settlement agreement. Pollock does not waive claims or causes of action that may accrue after the signing of the agreement.⁹

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 para. 2(B).

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

⁸ Settlement Agreement para. 2(A).

⁹ See *Bittner v. Fuel Econ. Contracting Co.*, No. 88-ERA-22, slip op. at 2 (Sec'y June 28, 1990); *Johnson v. Transco Prods., Inc.*, 85-ERA-7 (Sec'y Aug. 8, 1985).

The parties have agreed to settle Pollock's STAA claim. Accordingly, with the reservations noted above limiting our approval to the settlement of Pollock's STAA claim, we **APPROVE** the agreement and **DISMISS** the complaint with prejudice.

SO ORDERED.

M. CYNTHIA DOUGLASS
Chief Administrative Appeals Judge

DAVID G. DYE
Administrative Appeals Judge