



In the Matter of:

ROBIN STEVENS,

ARB CASE NO. 06-020

COMPLAINANT,

ALJ CASE NO. 2005-STA-4

v.

DATE: January 24, 2006

CONTAINER PORT GROUP,

RESPONDENT.

BEFORE: THE ADMINISTRATIVE REVIEW BOARD

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

This case arises under the employee protection provisions of the Surface Transportation Assistance Act (STAA) of 1982, as amended.¹ On November 18, 2005, the Complainant, Robin Stevens, filed an Unopposed Motion to Approve Settlement and Dismiss Proceeding with Prejudice with 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

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

¹ 49 U.S.C.A. § 31105 (West 1997).

² 29 C.F.R. § 1978.111(d)(2) (2005).

³ *Id.*

November 25, 2005, the ALJ issued a Recommended Decision and Order Approving Settlement Agreement. 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 Order apprising the parties of their right to submit briefs supporting or opposing the ALJ's decision.⁵ On January 3, 2006, the parties filed a Joint Motion to Approve Settlement and Waiver of Right to Submit Briefs.

Review of the agreement, which the parties have certified constitutes the entire settlement with respect to the Complainant's claims,⁶ reveals that it may encompass the settlement of matters under laws other than the STAA.⁷ 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 the Complainant's STAA claim.⁸

Further, we construe ¶ 10'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.⁹

Finally, our approval is limited to settlement of the instant case, and we understand the settlement terms relating to release of STAA claims as pertaining only to the facts and circumstances giving rise to this case.

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 ¶ 13.

⁷ Settlement Agreement ¶ 3.

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

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

As so construed, we **APPROVE** the terms of the agreement pertaining to Stevens's STAA claim¹⁰ and **DISMISS** the complaint with prejudice.

SO ORDERED.

M. CYNTHIA DOUGLASS
Chief Administrative Appeals Judge

OLIVER M. TRANSUE
Administrative Appeals Judge

¹⁰ *Fish*, slip op. at 2.