



**In the Matter of:**

**DANNY GRIMES,**

**ARB CASE NO. 10-002**

**COMPLAINANT,**

**ALJ CASE NO. 2009-STA-040**

**v.**

**DATE: October 30, 2009**

**LINKAMERICA EXPRESS, INC.,**

**RESPONDENTS.**

**BEFORE: THE ADMINISTRATIVE REVIEW BOARD**

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

Danny Grimes complained that LinkAmerica Express violated the employee protection provisions of the Surface Transportation Assistance Act of 1982 (STAA),<sup>1</sup> and its implementing regulations,<sup>2</sup> when it fined him and withheld money from his wages for an unapproved loan and terminated his employment because he protested that LinkAmerica engaged in practices that violated federal safety regulations. Following an investigation of this complaint, the Occupational Safety and Health Administration (OSHA) concluded that Grimes's protected activity was not a contributing factor in his termination. Accordingly, OSHA dismissed the complaint.

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<sup>1</sup> 49 U.S.C.A. § 31105 (West 2008), as amended by the Implementing Recommendations of the 9/11 Commission Act of 2007, P.L. 110-53, 121 Stat. 266 (Aug. 3, 2007). Section 405 of the STAA provides protection from discrimination to employees who report violations of commercial motor vehicle safety rules or who refuse to operate a vehicle when such operation would violate those rules.

<sup>2</sup> 29 C.F.R. Part 1978 (2009).

Grimes objected to OSHA's findings and requested a hearing before a Department of Labor (DOL) Administrative Law Judge (ALJ).<sup>3</sup> The ALJ assigned to the case scheduled a hearing, but before the hearing took place, the parties reached a settlement. The parties submitted the settlement agreement to the ALJ, and he issued an order recommending approval of the agreement and dismissing the case on October 2, 2009.

The case is now before the ARB pursuant to the STAA's automatic review provisions.<sup>4</sup> The ARB "shall issue the final decision and order based on the record and the decision and order of the administrative law judge."<sup>5</sup> The ARB issued a Notice of Review and Briefing Schedule reminding the parties of their right to submit briefs in support of or in opposition to the ALJ's order. Both parties informed the Board that they fully support the ALJ's R. D. & O. and do not intend to file a brief.

Under the regulations implementing the STAA, the parties may settle a case at any time after filing objections to OSHA's preliminary findings, and before those findings become final, "if the participating parties agree to a settlement and such settlement is approved by the Administrative Review Board [ARB] . . . ."<sup>6</sup> Accordingly, we review the settlement to determine whether the settlement agreement constitutes a fair, adequate, and reasonable settlement of Grimes's STAA complaint.

Initially we note that the settlement agreement contemplates the settlement of matters under laws other than the STAA.<sup>7</sup> 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 Grimes's current STAA case.<sup>8</sup>

The parties have averred that this settlement agreement sets forth the entire agreement between the parties. As construed, we find the agreement to be a fair,

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<sup>3</sup> See 29 C.F.R. § 1978.105.

<sup>4</sup> 49 U.S.C.A. § 31105(b)(2)(C); see 29 C.F.R. § 1978.109(c)(1).

<sup>5</sup> 29 C.F.R. § 1978.109(c); *Monroe v. Cumberland Transp. Corp.*, ARB No. 01-101, ALJ No. 2000-STA-050, slip op. at 2 (ARB Sept. 26, 2001).

<sup>6</sup> 29 C.F.R. § 1978.111(d)(2).

<sup>7</sup> Settlement Agreement and Release, para. "Eighth."

<sup>8</sup> *Fish v. H & R Transfer*, ARB No. 01-071, ALJ No. 2000-STA-056, slip op. at 2 (ARB Apr. 30, 2003).

adequate, and reasonable settlement of Grimes's STAA complaint. Accordingly, we **APPROVE** the settlement and **DISMISS** the complaint with prejudice.

**SO ORDERED.**

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

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