



**In the Matter of:**

**GREGORY BONDI,**

**ARB CASE NO. 09-048**

**COMPLAINANT,**

**ALJ CASE NO. 2009-STA-004**

**v.**

**DATE: February 27, 2009**

**PREMIER EQUIPMENT RENTAL  
& SALES, LLC,**

**RESPONDENT.**

**BEFORE: THE ADMINISTRATIVE REVIEW BOARD**

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

Gregory Bondi alleged that Premier Equipment Rental & Sales, LLC, 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 terminated his employment because he complained about being forced to transport cranes after hours designated by permits.

After attempting to investigate Bondi's complaint, the Occupational Safety and Health Administration (OSHA) found that "[d]ue to the limited information provided by

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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 (2007).

Complainant and his lack of cooperation to provide necessary information for OSHA to conduct a thorough investigation of his complaint, there is no way to establish a violation or determine if a potential loss exists in this case.”<sup>3</sup> Accordingly, OSHA dismissed the complaint.<sup>4</sup>

Bondi objected to OSHA’s findings and requested a hearing before a Department of Labor (DOL) Administrative Law Judge (ALJ).<sup>5</sup> The ALJ scheduled the case for hearing, but on January 15, 2009, the ALJ received a letter advising him that the parties had entered into a Settlement Agreement and Release, to which was attached a copy of the settlement for his review and approval.

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] . . . or the ALJ.”<sup>6</sup> When the parties reached a settlement, the case was pending before the ALJ. Therefore, the ALJ appropriately reviewed the settlement agreement. On January 16, 2009, the ALJ issued a Recommended Decision and Order Approving Settlement and Order Cancelling Hearing (R. D. & O.). The ALJ determined that the settlement agreement constituted a fair, adequate, and reasonable settlement of Bondi’s STAA complaint.<sup>7</sup>

The case is now before the ARB pursuant to the STAA’s automatic review provisions.<sup>8</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>9</sup>

The ARB 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. Neither party responded to the Board’s order. We therefore deem the settlement unopposed under its terms.

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<sup>3</sup> Secretary’s Findings, Sept. 25, 2008.

<sup>4</sup> *Id.*

<sup>5</sup> *See* 29 C.F.R. § 1978.105.

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

<sup>7</sup> R. D. & O. at 2.

<sup>8</sup> 49 U.S.C.A. § 31105(b)(2)(C); *see* 29 C.F.R. § 1978.109(c)(1).

<sup>9</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).

The ARB agrees with the ALJ's determination that the parties' settlement agreement constitutes a fair, adequate, and reasonable settlement of Bondi's STAA complaint and none of the parties alleges otherwise. However, review of the agreement reveals that it may encompass the settlement of matters under laws other than the STAA.<sup>10</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. Furthermore, it is limited to cases over which we have jurisdiction. Therefore, we approve only the terms of the agreement pertaining to Bondi's current STAA case.<sup>11</sup>

In addition, we construe paragraph 10 stating that the agreement "shall in all respects be interpreted, enforced and governed under the laws of the State of Mississippi" as not limiting the authority of the Secretary of Labor and any Federal court, which is governed in all respects by the laws and regulations of the United States.<sup>12</sup>

The parties have certified that the Agreement constitutes the entire settlement with respect to Bondi's STAA claim.<sup>13</sup> Accordingly, with the reservations noted above limiting our approval to the settlement of Bondi's STAA claim, we **APPROVE** the agreement and **DISMISS** the complaint with prejudice.

**SO ORDERED.**

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

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

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<sup>10</sup> Settlement Agreement and Release, para. 2.

<sup>11</sup> *Fish v. H & R Transfer*, ARB No. 01-071, ALJ No. 2000-STA-056, slip op. at 2 (ARB Apr. 30, 2003).

<sup>12</sup> *Phillips v. Citizens' Ass'n for Sound Energy*, 1991-ERA-025, slip op. at 2 (Sec'y Nov. 4, 1991).

<sup>13</sup> Settlement Agreement, para. 11.