

U.S. Department of Labor

Office of Administrative Law Judges
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Issue Date: 27 April 2012

CASE NO.: 2011-STA-52

In the Matter of

STEPHEN PEW,
Complainant,

v.

CLOVERLEAF TRANSPORT COMPANY,
Respondent.

ORDER APPROVING SETTLEMENT

This proceeding arises under the Surface Transportation Assistance, P.L. 103-272 at 49 U.S.C. § 31105 et seq., and the regulations promulgated thereunder at 29 C.F.R. Part 1978, which are employee protective provisions. The Secretary of Labor is empowered to investigate and determine “whistleblower” complaints filed by employees of commercial motor carriers who are allegedly discharged or otherwise discriminated against with regard to their terms and conditions of employment because the employee refused to operate a vehicle when such operation would violate a regulation, standard, or order of the United States related to commercial motor vehicles.

Pursuant to Section 31105(b)(2)(C) of the STAA, “[b]efore the final order is issued, the proceeding may be ended by a settlement agreement made by the Secretary, the Complainant, and the person alleged to have committed the violation.” Under regulations implementing the STAA, the parties may settle a case at any time after the filing of objections to the Assistant Secretary’s findings “if the participating parties agree to a settlement and such settlement is approved by the Administrative Review Board...or the ALJ.” 29 C.F.R. § 1978.111(d)(2). Under STAA a settlement agreement cannot become effective until its terms have been reviewed and determined to be fair, adequate, and reasonable, and in the public interest. *Tankersly v. Triple Crown Services, Inc.*, 1992-STA-8 (Sec’y Feb. 18, 1993). Consistent with that required review, the regulations direct the parties to file a copy of the settlement “with the ALJ or the Administrative Review Board as the case may be.” *Id.*

The parties in this matter have submitted a *Joint Motion To Dismiss With Prejudice* to which was attached a *Settlement Agreement and General Release* constituting a resolution of all matters in controversy. Complainant acknowledges that he has been instructed in writing to consult with his attorney, and have his attorney review

the agreement with respect to the advisability of entering the agreement. Complainant further acknowledges that he has read this agreement in its entirety, fully understands its content and effect, and without duress or coercion, knowingly and voluntarily agrees to its terms and conditions.

The undersigned has reviewed the parties' settlement agreement and has determined that it constitutes a fair, adequate and reasonable settlement of the complaint.

Accordingly, **IT IS ORDERED THAT** the *Joint Motion To Dismiss With Prejudice* is granted, the settlement is approved in its entirety and Complainant's claim is dismissed with prejudice.

SO ORDERED.

A
THOMAS M. BURKE
Administrative Law Judge