



**In the Matter of:**

**SELWYN T. LANE,**

**ARB CASE NO. 04-159**

**COMPLAINANT,**

**ALJ CASE NO. 02-STA-38**

**v.**

**DATE: January 25, 2005**

**ROADWAY EXPRESS, INC.,**

**RESPONDENT.**

**BEFORE: THE ADMINISTRATIVE REVIEW BOARD**

**FINAL DECISION AND ORDER APPROVING SETTLEMENT**

This case arises under the employee protection provisions of the Surface Transportation Assistance Act (STAA) of 1982, as amended.<sup>1</sup> On July 22, 2004, Selwyn T. Lane, the complainant, and Roadway Express, Inc., the respondent, submitted a Settlement Agreement in final disposition of this case 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."<sup>2</sup> 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."<sup>3</sup>

When the parties reached the settlement, the case was pending before the ALJ. Therefore, the ALJ appropriately reviewed the settlement agreement. On July 27, 2004, the ALJ issued a Decision and Order Approving Settlement Agreement. Nevertheless,

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<sup>1</sup> 49 U.S.C.A. § 31105 (West 1997).

<sup>2</sup> 29 C.F.R. § 1978.111(d)(2) (2004).

<sup>3</sup> *Id.*

according to the STAA's implementing regulations, the ARB issues the final decision and order in this case.<sup>4</sup>

The Administrative Review Board issued a Notice of Review and Briefing apprising the parties of their right to submit briefs in support of or in opposition to the ALJ's decision.<sup>5</sup> Neither party filed a response with the Board.

The parties have certified that the agreement constitutes the entire settlement with respect to Lane's claims.<sup>6</sup> Review of the agreement reveals that it may encompass 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 Lane's STAA claim.<sup>8</sup>

Accordingly, as described above, we **APPROVE** the settlement's provisions pertaining to Lane's STAA claim and **DISMISS** the complaint with prejudice.

**SO ORDERED.**

**M. CYNTHIA DOUGLASS**  
**Chief Administrative Appeals Judge**

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

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<sup>4</sup> 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).

<sup>5</sup> 29 C.F.R. § 1978.109(c)(2).

<sup>6</sup> Settlement Agreement ¶ 5.

<sup>7</sup> Settlement Agreement ¶ 3.

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