

**U.S. Department of Labor**

Administrative Review Board  
200 Constitution Ave. NW  
Washington, DC 20210-0001



**IN THE MATTER OF:**

**THE ESTATE OF DANIEL A. AYRES  
BY KIMBERLY AYRES,  
ADMINISTRATOR,**

**COMPLAINANT,**

**v.**

**WEATHERFORD U.S., L.P.,**

**RESPONDENT.**

**ARB CASE NOS. 2018-0006  
2018-0074**

**ALJ CASE NO. 2015-STA-00022  
ALJ JOHN P. SELLERS, III**

**ON REMAND FROM SIXTH  
CIRCUIT COURT OF APPEALS  
CASE NOS. 20-4343, 21-3017  
AND 21-3282**

**DATE: FEBRUARY 14, 2024**

**Appearances:**

***For the Complainant:***

**Martin S. Hume, Esq.; *Martin S. Hume Co., L.P.A.*; Youngstown, Ohio**

***For the Respondent:***

**David A. Campbell, III, Esq., Donald G. Slezak, Esq.; *Gordon Rees  
Scully Mansukhani, LLP*; Cleveland, Ohio**

**Before HARTHILL, Chief Administrative Appeals Judge, WARREN and  
ROLFE, Administrative Appeals Judges**

**DECISION AND ORDER APPROVING SETTLEMENT**

**PER CURIAM:**

This case arises under the employee protection provisions of the Surface Transportation Assistance Act of 1982 (STAA), and its applicable implementing

regulations.<sup>1</sup> It is before the Administrative Review Board (Board) following the United States Court of Appeals for the Sixth Circuit’s remand to determine the merits of a request by the estate of Daniel A. Ayres (Complainant) for an additional award of attorney fees and costs for work performed before the Sixth Circuit.<sup>2</sup> On January 11, 2024, the Board issued a Decision and Order Awarding Attorney Fees and Costs (Order).<sup>3</sup> The Board denied the request for attorney fees Complainant generated in filing an unsuccessful petition to reinstate punitive damages and further denied the Estate’s request for an interest enhancement on its attorney fee and costs.<sup>4</sup> The Board otherwise awarded all remaining attorney fees and costs at issue.<sup>5</sup>

On February 9, 2024, Complainant and Weatherford U.S., L.P. (Respondent) filed a Joint Motion to Approve Settlement Agreement, advising the Board that “the parties have agreed to conclude this longstanding litigation.”<sup>6</sup> The parties assert they “believe the agreement is fair and it is in their best interest to accept the terms contained” in the Agreement.<sup>7</sup> The parties further assert that, absent a settlement agreement, Respondent “would have the right to appeal the most recent attorney fee decision to the Sixth [C]ircuit Court of Appeals,” which “would likely result in a delay of at least a year in concluding the agreement.”<sup>8</sup>

The STAA’s implementing regulations provide that a case may be settled “if the participating parties agree to a settlement and the settlement is approved . . . by the ARB, if the ARB has accepted the case for review.”<sup>9</sup> We review settlements submitted under the STAA to determine if they are fair, adequate, and reasonable, and that they do not contravene the public interest.<sup>10</sup>

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<sup>1</sup> 49 U.S.C. § 31105(a); 29 C.F.R. Part 1978 (2023).

<sup>2</sup> Joint Motion to Approve Settlement Agreement (Agreement) at 1.

<sup>3</sup> Order at 1.

<sup>4</sup> *Id.* at 2.

<sup>5</sup> *Id.*

<sup>6</sup> Agreement at 1.

<sup>7</sup> *Id.*

<sup>8</sup> *Id.* at 1-2.

<sup>9</sup> 29 C.F.R. § 1978.111(d)(2).

<sup>10</sup> *Raziano v. Albertsons, LLC*, ARB No. 2023-0010, ALJ Nos. 2020-STA-00084, -00085, -00086, -00088, slip op. at 3 (ARB Feb. 16, 2023) (citations omitted).

The Agreement encompasses the settlement of matters under laws other than the STAA. The Board’s authority over settlement agreements is limited to statutes that are within the Board’s jurisdiction as defined by the applicable delegation of authority.<sup>11</sup> Therefore, we have restricted our review of the Agreement to ascertaining whether its terms fairly, adequately, and reasonably settle this STAA case.<sup>12</sup>

The Agreement contains a confidentiality clause providing that the parties shall not disclose the Agreement’s existence or terms to a third party except “to their attorneys and financial advisors, the taxing authorities, or as otherwise required by law.”<sup>13</sup> The Board notes that the parties’ submissions, including the Agreement, become part of the record and are subject to the Freedom of Information Act (FOIA).<sup>14</sup> The FOIA requires federal agencies to disclose requested records unless they are exempt from disclosure under the Act.<sup>15</sup> Department of Labor regulations set out the procedures for responding to FOIA requests and for appeals by requestors from denials of such requests.<sup>16</sup> Furthermore, we construe the language of the confidentiality clause as allowing Complainant, either voluntarily or pursuant to an order or subpoena, to communicate with, or provide information to, state and federal authorities about suspected violation of law involving Respondent.<sup>17</sup>

The Agreement also provides that it shall be interpreted under the laws of the State of Ohio.<sup>18</sup> We construe this “Applicable Law” provision as not limiting the authority of the Secretary of Labor, the Board, and any federal court with regard to

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<sup>11</sup> Secretary’s Order No. 01-2020 (Delegation of Authority and Assignment of Responsibility to the Administrative Review Board (Secretary’s discretionary review of ARB decisions)), 85 Fed. Reg. 13186 (Mar. 6, 2020); see *Hendrix v. CSX Transp., Inc.*, ARB No. 2023-0033, ALJ No. 2020-FRS-00076, slip op. at 2 (ARB July 13, 2023) (citations omitted).

<sup>12</sup> See *Hendrix*, ARB No. 2023-0033, slip op. at 2 (citation omitted).

<sup>13</sup> Agreement at ¶4.

<sup>14</sup> 5 U.S.C. § 552.

<sup>15</sup> *Ford v. U.S. Xpress Enters., Inc.*, ARB No. 2010-0041, ALJ No. 2009-STA-00053, slip op. at 3 (ARB Feb. 4, 2010) (citation omitted).

<sup>16</sup> 29 C.F.R. Part 70 (2023).

<sup>17</sup> *Hendrix*, ARB No. 2023-0033, slip op. at 3 (citation omitted).

<sup>18</sup> Agreement at ¶9.

any issue arising under the STAA, which authority shall be governed in all respects by the laws and regulations of the United States.<sup>19</sup>

After careful review of the Agreement, the Board concludes the Agreement is fair, adequate, and reasonable, and does not contravene the public interest. Accordingly, we **APPROVE** the Agreement.<sup>20</sup>

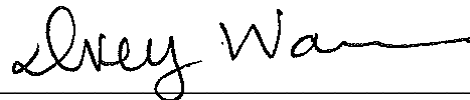
**SO ORDERED.**



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**SUSAN HARTHILL**

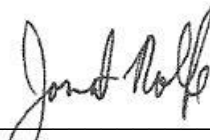
**Chief Administrative Appeals Judge**



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**IVEY S. WARREN**

**Administrative Appeals Judge**



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**JONATHAN ROLFE**

**Administrative Appeals Judge**

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<sup>19</sup> *Hendrix*, ARB No. 2023-0033, slip op. at 4 (citation omitted).

<sup>20</sup> *See* 29 C.F.R. 1978.111(d) (“Any settlement approved by the Assistant Secretary, the ALJ, or the ARB will constitute the final order of the Secretary and may be enforced in United States district court pursuant to 49 U.S.C. 31105(e).”).