

U.S. Department of Labor

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



IN THE MATTER OF:

JERRY JONES,

ARB CASE NO. 2023-0023

COMPLAINANT,

ALJ CASE NOS. 2019-STA-00040

ALJ JOHN P. SELLERS, III

v.

DATE: January 31, 2024

**SCHWAN'S HOME SERVICE,
MATTHEW HOLBROOK, MONIQUE
INGOLD, and PATRICK HICKSON,**

RESPONDENTS.

Appearances:

For the Complainant:

**Paul O. Taylor, Esq., and Peter L. LaVoie, Esq.; *Truckers
Justice Center*; Edina, Minnesota**

For the Respondents:

**Nathan J. Pangrace, Esq.; *Littler Mendelson, P.C.*; Cleveland,
Ohio**

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

**DECISION AND ORDER APPROVING SETTLEMENT AND
DISMISSING CASE WITH PREJUDICE**

PER CURIAM:

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

implementing regulations.¹ Complainant Jerry Jones (Complainant) filed a complaint with the United States Department of Labor’s Occupational Safety and Health Administration alleging that Respondent Schwan’s Home Service (Respondent) discriminated against him and terminated his employment in violation of the STAA. On February 28, 2023, a United States Department of Labor Administrative Law Judge (ALJ) issued a Decision and Order (D. & O.) finding in Complainant’s favor and awarding back pay, front pay, emotional distress damages, punitive damages, attorney’s fees and costs, and reinstatement, among other things.² On March 13, 2023, Respondent filed a Petition for Review (Petition) of the D. & O. with the Administrative Review Board (ARB or Board). The Board accepted the Petition on March 15, 2023.

On December 13, 2023, Complainant and Respondent filed a Joint Notice of Settlement, advising the Board that “the parties have reached settlement in principle . . . , subject to reduction to writing and approval of the Court.” Then, on January 29, 2024, Complainant filed an Unopposed Motion to Approve Settlement and Dismiss Proceeding with Prejudice (Motion), as well as a copy of a Settlement and Release Agreement (Agreement) executed by the parties. In the Motion, Complainant requested the Board approve the Agreement and dismiss these proceedings with prejudice. Complainant represented in the Motion that the terms embodied in the Agreement are “fair, adequate, and reasonable.” Complainant further represented that Respondent, through counsel, did not oppose the Motion.

The STAA’s implementing regulations provide that a case pending before the Board may be settled “if the participating parties agree to a settlement and the settlement is approved . . . by the ARB.”³ We review settlements submitted under the STAA to determine if they are fair,

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

² Complainant amended his complaint on February 20, 2018, to add Matthew Holbrook, Monique Ingold, and Patrick Hickson as individual respondents. D. & O. at 2. The ALJ concluded that these individuals were not liable under the STAA. *Id.* at 45-46. Complainant did not appeal the ALJ’s conclusion, and the individuals are not parties to this appeal or to the settlement between Complainant and Respondent.

³ 29 C.F.R. § 1978.111(d)(2).

adequate, and reasonable, and that they do not contravene the public interest.⁴

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.⁵ Therefore, we have restricted our review of the Agreement to ascertaining whether its terms fairly, adequately, and reasonably settle this STAA case over which we have jurisdiction.⁶

The Agreement also provides that it shall be interpreted under the laws of the State of Minnesota.⁷ 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 any issue arising under the STAA, which authority shall be governed in all respects by the laws and regulations of the United States.⁸

After careful review of the Agreement, the Board concludes that the Agreement is fair, adequate, and reasonable, and does not contravene the public interest. Accordingly, we **APPROVE** the Agreement and **DISMISS** the complaint with prejudice.

⁴ *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).

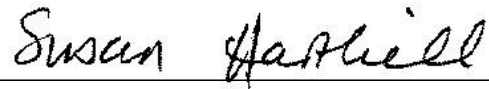
⁵ Secretary's Order No. 01-2020 (Delegation of Authority and Assignment of Responsibility to the Administrative Review Board (Secretary's discretionary review of ARB decisions)), 85 Fed. Reg. 13186 (Mar. 6, 2020); *see Hendrix v. CSX Transp., Inc.*, ARB No. 2023-0033, ALJ No. 2020-FRS-00076, slip op. at 2 (ARB July 13, 2023) (citations omitted).

⁶ *See Hendrix*, ARB No. 2023-0033, slip op. at 2 (citation omitted).

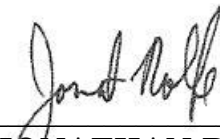
⁷ Agreement at ¶13.

⁸ *Hendrix*, ARB No. 2023-0033, slip op. at 4 (citation omitted).

SO ORDERED.



SUSAN HARTHILL
Chief Administrative Appeals Judge



JONATHAN ROLFE
Administrative Appeals Judge