

**UNITED STATES OF AMERICA  
DEPARTMENT OF HOMELAND SECURITY  
UNITED STATES COAST GUARD**

UNITED STATES COAST GUARD,	)	
Complainant,	)	
	)	Docket Number: 2023-0374
vs.	)	
	)	MISLE Activity ID: 7782451
TYRONE DALE MOBERG,	)	
Respondent.	)	

**CONSENT ORDER GRANTING UNITED STATES COAST GUARD’S  
MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT**

This matter comes before me on the United States Coast Guard’s (Coast Guard) Motion for Consent Order and Approval of Settlement agreement filed on June 20, 2024. As set forth below, after considering the Coast Guard’s position, and other relevant authority, I will **GRANT** the Coast Guard’s request.

**BACKGROUND**

On July 2, 2024, I convened a pre-hearing telephone conference pursuant to 33 C.F.R. § 20.501 to discuss the Coast Guard’s motion for approval of settlement agreement. Jennifer A. Mehaffey, Esq., and Tim Smith appeared on behalf of the Coast Guard. Tyrone D. Moberg (Respondent) appeared on his own behalf, *pro se*.

During the conference, I discussed the specifics of the Coast Guard’s proposed settlement agreement and noted the parties requested a sanction of less than revocation. Specifically, the motion asked that I issue an order allowing Respondent to receive a suspension of his Merchant Mariner Credential (MMC), on the condition he satisfies the requirements in the agreement. However, I questioned whether 46 U.S.C. § 7704a(b) limited my ability to impose any sanction

other than revocation of a mariner's MMC when the Coast Guard alleges a sexual assault in the Complaint. In support of my position, I directed the parties' attention to:

- Rules of Practice, Procedure, and Evidence for Administrative Proceedings of the Coast Guard, 64 Fed. Reg. 28054, 28058–59 (May 24, 1999);
- Appeal Decision 2678 (SAVOIE) (2005); and
- H.R. Conference Report 108-617, § 402.<sup>1</sup>

Based on these authorities, my first blush inclination was to deny the motion for settlement agreement. The Coast Guard disagreed with my position, and after further discussion, agreed to brief the issue. Given the Coast Guard's request, I deferred ruling on the Motion and cancelled the hearing set to commence on July 25, 2024.

On August 15, 2024, the Coast Guard filed a 15-page brief insisting I have the authority to approve settlement agreements that impose a sanction of less than revocation, arguing no verbiage in Section 7704a(b) prevented me from doing so. However, the Coast Guard noted I retain authority to determine the appropriateness of the proposed sanction, but again insisted I am not obligated to impose revocation under 46 U.S.C. § 7704a(b) in settlement agreements.

Upon review of the foregoing, I find my initial inclination to rely on the three authorities cited above was misguided. Indeed, a review of all three citations reveals that I relied on authorities that concern or discusses the legislative history underlying Congress' modification of 46 U.S.C. § 7704(a) and the Coast Guard's promulgation of 33 C.F.R. 20.502. This was error. As federal courts roundly recognize, legislative history should be consulted when there is an ambiguity in a statute. As explained by Justice Samuel Alito, before his elevation to the supreme court, when:

[I]nterpreting a statute, we must, of course, begin with the text. The Supreme Court has repeatedly explained that recourse to legislative

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<sup>1</sup> Available at <https://www.congress.gov/congressional-report/108th-congress/house-report/617/1>.

history or underlying legislative intent is unnecessary when a statute's text is clear and does not lead to an absurd result. Furthermore, a court's policy preferences cannot override the clear meaning of a statute's text.

Hay Grp., Inc. v. E.B.S. Acquisition Corp., 360 F.3d 404, 406 (3d Cir. 2004) (internal citations and quotations omitted). After all, as succinctly put by Justice Gorsuch, only the words on the page constitute the law adopted by Congress and approved by the President. Bostock v. Clayton Cnty., Georgia, 590 U.S. 644, 654–55 (2020).

Applying these rules here I conclude 46 U.S.C. § 7704a(b) contains no ambiguity as it concerns when a judge must impose revocation. Using a conditional phrase, Congress clearly stated:

**If it is shown at a hearing** under this chapter that a holder of a license, certificate of registry, or merchant mariner's document issued under this part, within 10 years before the beginning of the suspension and revocation proceedings, is the subject of an official finding of sexual assault, **then** the license, certificate of registry, or merchant mariner's document **shall be revoked**.

46 U.S.C. § 7704a(b) (emphasis added). Therefore, I agree a plain reading of the statute requires revocation of an MMC only when the condition is satisfied—after a violation of 7704(b) has been “shown at a hearing.” Nothing in the statute’s plain language prohibits a settlement agreement before the hearing. Accordingly, the legislative history I cited above is simply inapposite.

Having determined there is no authority prohibiting me from approving a Settlement Agreement that imposes a sanction less than revocation before a hearing, I turn the proposed settlement agreement. Upon review of the agreement and given that I have not conducted a hearing on the merits in this case, I find the agreement is fair, reasonable, and in substantial compliance with the requirements of 33 C.F.R. § 20.502.

## **ORDER**

Upon consideration of the record, it is hereby **ORDERED** that the Settlement Agreement is **APPROVED** in full and incorporated herein by reference.

**IT IS FURTHER ORDERED**, the Coast Guard's Motion for Summary Decisions is **DENIED** as **MOOT**.

This Consent Order shall constitute full, final, and complete adjudication of this proceeding.

**SO ORDERED.**

A handwritten signature in black ink, reading "Tommy Cantrell". The signature is fluid and cursive, with the first name "Tommy" and last name "Cantrell" clearly distinguishable.

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TOMMY CANTRELL  
ADMINISTRATIVE LAW JUDGE  
UNITED STATES COAST GUARD

Done and dated November 14, 2024,  
at Houston, Texas