

Modified by CAHO (6/16/88) Ref. No. 14.

**UNITED STATES DEPARTMENT OF JUSTICE
EXECUTIVE OFFICE FOR IMMIGRATION REVIEW
OFFICE OF THE CHIEF ADMINISTRATIVE HEARING OFFICER**

United States of America, Complainant, v. La Luna Azul (Victor Quezada), Respondent; 8 U.S.C. Section 1324a Proceeding; Case No. 88100013.

DECISION AND ORDER

On February 16, 1988, a Complaint Regarding Unlawful Employment, herein called the Complaint, was filed against La Luna Azul (Victor Quezada), herein called the Respondent, by the United States of America, herein called the Complainant, pursuant to 8 U.S.C. Section 1324a. Attached thereto and incorporated therein is a Notice of Intent to Fine, herein called the Notice, which had previously been served upon Respondent, by mail, on January 5, 1988. A Notice of Hearing issued on February 22, 1988, setting this matter for hearing in El Centro, California, on May 10 through 13, 1988. On May 6, 1988, an Order issued postponing the hearing indefinitely pending settlement.

The complaint alleges, as set forth in the Notice, that, in violation of Section 274A(a)1 (A) and (B) of the Immigration and Nationality Act, as amended, by the Immigration Reform and Control Act of 1986, herein called the Act, Respondent:

(1) On September 16, 1987, knowingly hired for employment in the United States an alien not authorized to work in the United States.

(2) Failed to prepare or properly complete Employment Eligibility Verification Forms (I09) for two employees hired on September 16, 1987, and on July 16, 1987.

Further, the Complaint requests that an Order issue directing Respondent to cease and desist from said violations and pay a fine for each of the alleged violations as specified in the Notice.

On May 3, 1988, Complainant and Respondent filed a Stipulated Motion To Approve Consent Findings with a Settlement Agree-

ment signed by both parties attached thereto. On May 31, 1988, an Addendum to Settlement Agreement and Stipulation was filed.

Upon a full consideration of said Settlement Agreement, I find that it complies with the requirements of subsection 68.10(b) of the Interim Final Rules Of Practice and Procedure¹ and fully disposes of the allegations of the Complaint by providing that Respondent cease and desist from any further violations of Section 274A of the Act and pay the compromise sum set forth therein as full settlement and satisfaction of any and all claims set forth in the Notice. I further find it unnecessary to conduct a hearing to determine the fairness of the agreement.²

Accordingly, the provisions of the Settlement Agreement are accepted as the Consent Findings herein, said Agreement is hereby approved and incorporated herein, and it is hereby ORDERED that Respondent pay the amount stated in the Consent Findings, and all other relief agreed to in the Consent Findings is hereby granted. IT IS FURTHER ORDERED that this Decision and Order shall have the same force and effect as a Decision and Order issued after a full evidentiary hearing.

Dated: June 3, 1988.

EARLDEAN V.S. ROBBINS
Administrative Law Judge

¹52 Fed. Reg. 44971, 44976, November 24, 1987, pp. 44973-44985 (to be codified at 28 C.F.R. Part 68).

²See, subsection 68.10(d) of the Interim Final Rules of Practice And Procedure, supra.

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United States of America, Complainant, v. La Luna Azul [Victor Quezada], Respondent; Case No: 88100013.

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter ``Agreement'') is made and entered into by and between the United States Department of Justice, Immigration and Naturalization Service (hereinafter ``INS'') and La Luna Azul [Victor Quezada] (hereinafter ``Respondent''). INS AND RESPONDENT SHALL BE COLLECTIVELY REFERRED TO HEREIN AS ``THE PARTIES.''

WITNESSETH

WHEREAS, the INS has issued a Notice of Intent to Fine (Form IO763) issued on January 5, 1988 (hereinafter ``the Notice'') against Respondent under Section 274A of the Immigration and Nationality Act, as amended by the Immigration Reform and Control Act of 1986 (hereinafter ``the Act'') in a case denominated as In the Matter of La Luna Azul [Victor Quezada], File No. SND/88-274a-013 (hereinafter ``the Action''). On February 16, 1988, a formal complaint was filed by the Service incorporating the Notice, and the Executive Office for Immigration Review, Office of the Chief Administrative Hearing Officer, set the case for hearing, at El Centro, California, beginning May 10, 1988 through May 13, 1988; and

WHEREAS, INS has stated in the Notice that it intends to order Respondent to pay (a) fine(s) in the amount of Seven Hundred (\$700.00) for violation(s) of Section(s) 274A(a)(1)(A) and 274A(a)(1)(B) of the Act, concerning Respondent's employment of the individuals listed in the attached exhibit (hereinafter referred to as the ``named employee(s)'; and

WHEREAS, the parties to this Agreement desire to settle fully and finally the Action,

NOW THEREFORE in consideration of the mutual promises and undertakings and covenants contained herein, and intending to be bound by this Agreement, THE PARTIES AGREE AS FOLLOWS:

1. That the Respondent will pay the total sum of Four Hundred Dollars (\$400.00) in full settlement and satisfaction of any and all claims set forth in the Notice;

2. That the Notice and the allegations contained therein, are incorporated herein as though fully set forth;

3. That the Respondent wishes to settle the allegations listed in the Notice as Allegations 1 and 2 regarding one Jesus Rosales-Rodriguez and therefore will not contest the allegations therein;

4. That the no contest plea shall not be deemed an admission by Respondent, but an acknowledgment that an issue existed regarding the employment of Jesus Rosales-Rodriguez;

5. That in a compromise settlement of Allegations 1 and 2 of the Notice, Respondent agrees to pay Three Hundred Dollars (\$300.00) cash or cashier's check, upon execution of this Agreement and approval by the Administrative Law Judge;

6. That the Respondent admits liability as to Allegation 3 of the Notice and agrees to pay One Hundred Dollars (\$100.00) cash or cashier's check, upon execution of this Agreement and approval by the Administrative Law Judge;

7. That the Respondent will cease and desist from any further violations of Section 274A of the Act;

8. That nothing in this Agreement shall be construed as relieving the Respondent of liability for future violations of Section 274A of the Act nor shielding it from subsequent applicable penalties;

9. That if the Respondent fails to comply with this Agreement, which forms the issuance of the Final Order, the Attorney General pursuant to Section 274A(e)(8), is authorized to file suit to seek compliance with the Final order in any appropriate district courts;

10. That INS accepts the total sum of Four Hundred Dollars (\$400.00) in full and final satisfaction of this action;

11. That INS released and discharges the Respondent, parent corporations, subsidiaries, associated and affiliated entities, their officers, directors, representatives, employees, agents, successors, and assigns (hereinafter the ``companies'' and ``person'') from any further penalties under Section 274A of the Act for the violations as set forth in the Notice, except for those penalties listed hereinafter, and this Agreement shall constitute a complete release from and bar to any and all causes of action, claims, rights, liens or subrogated interests, by reason of or arising from the violations as set forth in the Notice, except for those penalties listed hereinafter. Specifici-

cally excepted from the effect of this paragraph are penalties listed in Section(s) 274A(e)(5);

12. That each Party shall bear its own costs, attorneys fees and any other expenses incurred by such party in this Action;

13. That this Agreement shall be governed by, and construed in accordance with, the laws of the United States and the State of California. Should any provision of this Agreement be declared or determined by any court or legal body to be illegal or invalid, the validity of the remaining parts, terms and provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement;

14. That this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the INS and the Respondent and their heirs, assigns and successors in interest and all parent, subsidiary, and affiliated firms, corporations, and entities;

15. That this Agreement contains the entire understanding of the Parties and fully supercedes any and all prior agreements and understandings with respect to the subject matter hereof. There have been no representations, express or implied, as to the subject matter hereof, except as contained herein. This Agreement may be amended or modified only by a written instrument duly executed by each of the Parties prior to the effective date of any such amendment or modification;

16. That this Agreement is effective on the date this Agreement is executed by the Parties;

17. Each party represents and warrants that this Settlement Agreement has been duly approved and authorized by such Party and constitutes a binding obligation of such Party, and that the officer or official signing this Agreement is authorized by the Party to sign on its behalf.

Immigration and Naturalization Service

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