

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

RAJAS PRASAD PIMPALKHARE,)	
)	
Complainant,)	
)	8 U.S.C. § 1324b Proceeding
v.)	
)	OCAHO Case No. 2024B00090
STATE FARM INSURANCE,)	
)	
Respondent.)	
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Appearances: Rajas Prasad Pimpalkhare, pro se Complainant
Bruce E. Buchanan, Esq., and Charles Eisner, Esq., for Respondent

FINAL ORDER OF DISMISSAL

I. PROCEDURAL HISTORY

This case arises under the employment discrimination provisions of the Immigration and Nationality Act, as amended, 8 U.S.C. § 1324b. On March 21, 2024, Complainant, Rajas Prasad Pimpalkhare, filed a complaint with the Office of the Chief Administrative Hearing Officer (OCAHO) in which she alleges that Respondent, State Farm Insurance, discriminated against her because of her national origin and citizenship status, retaliated against her for exercising her legal rights, and asked for more or different documents than required for the employment eligibility verification process, in violation of 8 U.S.C. § 1324b. Compl. § 6.

Pursuant to OCAHO's Rules of Practice and Procedure for Administrative Hearings, specifically 28 C.F.R. § 68.3,¹ OCAHO perfected service of the complaint on Respondent on May 13, 2024. OCAHO's efforts to serve Respondent with the complaint are detailed below.

¹ OCAHO's Rules, being the provisions contained in 28 C.F.R. part 68 (2024), generally govern these proceedings. They are available on OCAHO's homepage on the United States Department of Justice's website. See <https://www.justice.gov/eoir/office-of-the-chief-administrative-hearing-officer-regulations>.

On April 16, 2024, OCAHO's Chief Administrative Hearing Officer attempted to serve Respondent via United States Postal Service (USPS) certified mail with the complaint and a Notice of Case Assignment for Complaint Alleging Unfair Immigration-Related Employment Practices (collectively the Complaint package) at addresses for Respondent in Bloomington, Illinois, and Richardson, Texas, that Complainant identified in the complaint. Compl. § 4.

As is its standard practice, OCAHO requested a tracking number for the Complaint package and proof of service in the form of a USPS Domestic Return Receipt Form (PS Form 3811) (return receipt). The USPS certified mail tracking service indicated that the Complaint package mailed to the Bloomington, Illinois, address was "delivered, individual picked up at postal facility," on April 15, 2024. The USPS tracking service reflected that the Complaint package mailed to Richardson, Texas, arrived at a USPS distribution center in Coppell, Texas, but did not provide a delivery date. OCAHO received an undated, signed return receipt for the Complaint package sent to Richardson, Texas.

On April 16, 2024, OCAHO received a facsimile from State Farm Insurance stating that it was "unable to locate the correct State Farm auto or fire claim" associated with the Complaint package.

On May 7, 2024, OCAHO again mailed the Complaint package to Respondent at both addresses. OCAHO directed the Complaint package to Respondent's legal department in Bloomington, Illinois, and enclosed a letter clarifying that the Complaint package pertained to legal proceedings arising under 8 U.S.C. § 1324b and was not related to an insurance claim. The USPS tracking service indicated that the Complaint package was "delivered, individual picked up at postal facility," at the Bloomington, Illinois, address on May 13, 2024. The USPS tracking information for the Complaint package mailed to the Richardson, Texas, address reflected a delivery attempt on May 13, 2024, but no successful delivery.

On June 12, 2024, two attorneys filed Notices of Appearance of Counsel for Respondent. Also, on June 12, 2024, Respondent, through counsel, filed Respondent's Motion to Dismiss for Failure to State a Claim – National Origin Discrimination Allegation. On June 13, 2024, Respondent filed Respondent's Answer and Affirmative Defenses.

On June 20, 2024, OCAHO invited the parties to participate in its Electronic Filing Pilot Program² through which they can electronically file all filings in this case

² OCAHO's Electronic Filing Pilot Program is described in detail in the Federal Register. *See* 79 Fed. Reg. 31143 (May 30, 2014). Chapter 3.7 of OCAHO's Practice

and accept electronic service of case-related documents from OCAHO and the opposing party. On July 12, 2024, OCAHO received signed Attorney/Participant Registration Forms and Certifications for Bruce E. Buchanan and Charles Eisner, counsel for Respondent. Although OCAHO sent a follow-up letter regarding electronic filing to Complainant on September 11, 2024, Complainant did not submit a signed registration form.³

On November 22, 2024, the parties filed a Joint Motion to Dismiss the Complaint. The parties represented that “[o]n October 24, 2024, Respondent, Complainant, and the Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section . . . reached a Settlement Agreement (see attached) in relation to the Complainant’s Charge pending at the IER.” Joint Mot. Dismiss 1. The parties explained that “Complainant’s charge at the IER and Complaint at OCAHO cover the same allegations” and that “[i]n the Settlement Agreement . . . the parties agreed to file a Joint Motion to Dismiss the Complaint at OCAHO.” *Id.* The parties stipulated that “all claims asserted by Complainant against Respondent in this action be dismissed with prejudice.” *Id.* Complainant and Respondent’s counsel signed the motion. *Id.* at 1-2.

Although the parties represented that they had attached their settlement agreement to the Joint Motion to Dismiss the Complaint, the agreement was not filed with the Court. On January 8, 2025, at the Court’s request, Respondent’s counsel submitted via facsimile to OCAHO a copy of the parties’ settlement agreement.

II. LEGAL STANDARDS AND DISCUSSION

Pending before the Court is the parties’ Joint Motion to Dismiss the Complaint. For the reasons set forth herein, the Court grants the parties’ joint motion and approves dismissal of this case.

Under OCAHO’s Rules of Practice and Procedure for Administrative Hearings, there are two avenues for leaving the forum when the parties have entered into a settlement agreement. *See* 28 C.F.R. § 68.14. The parties either may submit consent findings or a filing seeking dismissal. *Id.* § 68.14(a). Here, the parties have chosen to

Manual also describes the program. *See* <https://www.justice.gov/eoir/reference-materials/ocaho/chapter-3/7>.

³ All parties must consent in writing to participate in OCAHO’s Electronic Filing Pilot Program before the Court will issue an order on electronic filing. *See* 79 Fed. Reg. 31143, 31144 (May 30, 2014) (explaining that “[a] case will not be accepted into the pilot unless both parties consent in writing to participate”).

proceed pursuant to 28 C.F.R. § 68.14(a)(2) by filing a Joint Motion to Dismiss the Complaint. OCAHO's regulation requires the parties to notify the Administrative Law Judge (ALJ) that they "have reached a full settlement and have agreed to dismissal of the action." *Id.* § 68.14(a)(2). The presiding ALJ may require the parties to file their settlement agreement and must approve dismissal of the action. *Id.*

The Court has reviewed the parties' Joint Motion to Dismiss the Complaint and finds that the parties have complied with the requirements of 28 C.F.R. § 68.14(a)(2). In their joint motion, which was signed by Complainant and both counsel for Respondent, the parties explain that they have "reached a Settlement Agreement" through which they have "agreed to file a Joint Motion to Dismiss the Complaint at OCAHO." Joint Mot. Dismiss 1. The parties filed their settlement agreement with the Court. *Id.*, Ex. A. The parties also "respectfully request the Court to enter an Order dismissing with prejudice any and all claims asserted by Complainant against Respondent in this action." *Id.* at 1.

In deciding whether to approve dismissal of this action, the Court also has considered the parties' settlement agreement which they filed as an attachment to the Joint Motion to Dismiss the Complaint. Joint Mot. Dismiss, Ex. A. There are three parties to the settlement agreement—Complainant, Respondent, and the Immigrant and Employee Rights Section (IER) of the United States Department of Justice's Civil Rights Division—and the agreement memorializes in separate sections the settlement terms between IER and Respondent, Complainant and Respondent, and IER, Respondent, and Complainant. *Id.* The agreement, which bears the signatures of the pro se Complainant, Respondent's Human Resources Executive, and the IER's Deputy Special Counsel, reflects a full and final resolution of the violations of 8 U.S.C. § 1324a(a)(1)(B) alleged in the complaint in this matter. *Id.* In relevant part, the settlement agreement states that "[t]his Agreement resolves any and all differences under 8 U.S.C. § 1324b between Respondent and [Complainant] . . . and the ongoing litigation relating to [Complainant's] IER charge, OCAHO Case No. 2024B00090." *Id.* ¶ 20. Respondent also has agreed to pay a specific monetary amount to Complainant, who acknowledges that she "has read and understands . . . this Agreement, and she is executing this Agreement knowingly, voluntarily, and without coercion." *Id.* ¶¶ 19, 21. The agreement further states that "[Complainant] has been informed of the benefit of seeking counsel, had the opportunity to seek the advice of counsel, and either has done so or expressly waives that right." *Id.* ¶ 21. Lastly, the agreement provides that "the [Complainant] and Respondent shall file a Notice of Settlement and Joint Motion to Dismiss the matter before OCAHO, OCAHO Case No. 2024B00090." *Id.* ¶ 20.

In conformity with their settlement agreement, the parties now jointly move the Court to dismiss Complainant's claims against Respondent in this case. Joint Mot. Dismiss 1. They seek a dismissal with prejudice. *Id.* The Court finds that dismissal with prejudice is appropriate here where the parties jointly seek it after entering into a

full settlement agreement that resolves the allegations raised in the complaint. *See, e.g., United States v. Eco Brite Linens, LLC*, 18 OCAHO no. 1485c, 1–2 (2024) (dismissing case with prejudice where the parties jointly requested dismissal with prejudice and represented that they had signed a settlement agreement).⁴

Further, the Court’s review of the parties’ signed settlement agreement confirms the appropriateness of a dismissal with prejudice given its final resolution of the complaint’s allegations pursuant to 8 U.S.C. § 1324b. *See, e.g., United States v. Fresco Produce*, 19 OCAHO no. 1530e, 4–6 (2024) (approving parties’ requested dismissal with prejudice after reviewing their settlement agreement which reflected a final resolution of the violation alleged in the complaint); *United States v. Chinese Back Rub*, 17 OCAHO no. 1452, 2 (2022) (finding dismissal with prejudice appropriate where parties’ settlement agreement reflected a desire for a final resolution). A dismissal with prejudice also will bring finality to this litigation and the allegations Complainant has raised against Respondent.

Given the Court’s findings that the parties have sought dismissal in conformity with 28 C.F.R. § 68.14(a)(2) and that dismissal with prejudice is appropriate, the Court now grants the parties’ Joint Motion to Dismiss the Complaint. The Court denies as moot Respondent’s Motion to Dismiss for Failure to State a Claim – National Origin Discrimination Allegation. The Court dismisses this case with prejudice.

⁴ Citations to OCAHO precedents reprinted in bound Volumes 1 through 8 reflect the volume number and the case number of the particular decision, followed by the specific page in that volume where the decision begins; the pinpoint citations which follow are thus to the pages, seriatim, of the specific entire volume. Pinpoint citations to OCAHO precedents subsequent to Volume 8, where the decision has not yet been reprinted in a bound volume, are to pages within the original issuances; the beginning page number of an unbound case will always be 1 and is accordingly omitted from the citation. Published decisions may be accessed in the Westlaw database “FIM-OCAHO,” the LexisNexis database “OCAHO,” or on OCAHO’s homepage on the United States Department of Justice’s website at <https://www.justice.gov/eoir/office-of-the-chief-administrative-hearing-officer-decisions>.

III. ORDERS

IT IS SO ORDERED that, having satisfied the requirements of 28 C.F.R. § 68.14(a)(2), the Joint Motion to Dismiss the Complaint filed by Complainant, Rajas Prasad Pimpalkhare, and Respondent, State Farm Insurance, is GRANTED;

IT IS FURTHER ORDERED that Respondent's Motion to Dismiss for Failure to State a Claim – National Origin Discrimination Allegation is DENIED as moot; and

IT IS FURTHER ORDERED that, pursuant to 28 C.F.R. § 68.14(a)(2), this case namely, OCAHO Case No. 2024B00090, is DISMISSED with prejudice.

SO ORDERED.

Dated and entered on January 14, 2025.

Honorable Carol A. Bell
Administrative Law Judge

Appeal Information

This order shall become the final agency order unless modified, vacated, or remanded by the Attorney General. Provisions governing the Attorney General's review of this order are set forth at 28 C.F.R. pt. 68. Within sixty days of the entry of an Administrative Law Judge's final order, the Attorney General may direct the CAHO to refer any final order to the Attorney General for review, pursuant to 28 C.F.R. § 68.55.

Any person aggrieved by the final order has sixty days from the date of entry of the final order to petition for review in the United States Court of Appeals for the circuit in which the violation is alleged to have occurred or in which the employer resides or transacts business. *See* 8 U.S.C. § 1324b(i)(1); 28 C.F.R. § 68.57. A petition for review must conform to the requirements of Rule 15 of the Federal Rules of Appellate Procedure.