

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

February 19, 2025

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| UNITED STATES OF AMERICA, |) | |
| Complainant, |) | |
| |) | |
| v. |) | 8 U.S.C. § 1324a Proceeding |
| |) | OCAHO Case No. 2022A00055 |
| |) | |
| MAJESTIC PETROLEUM SERVICES LLC, |) | |
| Respondent. |) | |
| <hr style="width: 40%; margin-left: 0;"/> |) | |

Appearances: Hazel L. Gauthier, Esq., for Complainant
Kristin A. Jones, Esq., for Respondent

ORDER REQUIRING FILING OF SETTLEMENT AGREEMENT

I. PROCEDURAL HISTORY

On January 23, 2025, the Court issued an Order on Cross-Motions for Summary Decision through which it found Respondent liable for 160 of the 162 violations alleged in the Complaint.

On February 12, 2025, Respondent submitted a letter to the Court explaining that “[t]he parties reached a Settlement Agreement on this case on December 18, 2023,” which agreement was finalized and signed by Respondent on June 8, 2024. Resp’t Status Letter 1–2. According to Respondent, it was served with a copy of DHS’s final order on October 11, 2024, and received its first invoice from the government a week later, on October 18, 2024. *Id.* at 2. This first invoice, however, did not reflect the terms of the settlement agreement, as Respondent claims “[t]he amount due was . . . close to \$150 above what my client agreed to on a per month basis. Nevertheless, Respondent made her first payment.” *Id.* At the time of the letter, Respondent claims to have made three payments but “has been reluctant to sign a Joint Notice of Dismissal if there was an avenue where [Respondent] would be able to make fixed monthly payments in accordance with the settlement negotiations that were conducted and approved by the parties.” *Id.*

On February 13, 2025, Complainant filed its Status Report. The report first states that Complainant withdraws the charges as to the two violations not subject to summary decision. Status Report 2. The Report then confirms that the parties executed a settlement agreement on October 18, 2024, and that “in an effort to comply with 28 C.F.R. § 68.14(a)(2), [Complainant] prepared a Joint

Notice of Settlement and Request for Dismissal and forwarded the notice to Respondent's counsel for review and signature." Status Report 2. According to Complainant, "Respondent's counsel refused to sign the notice," and so a second attempt was made on January 21, 2025, to obtain the signature, which was also unsuccessful. *Id.* As a result, Complainant "asks this Court to set a conference hearing to discuss the posture of the case." *Id.*

II. SETTLEMENT AGREEMENT

The parties allegedly executed a settlement agreement on October 18, 2024 (and agreed to settle over a year ago), yet no agreement or notice of such has been filed with the Court.

Public policy favors the enforceability of settlement agreements and the concomitant avoidance of litigation." *United States v. Cal. Matel, Inc.*, 10 OCAHO no. 1168, 8 (2013);¹ *see also United States v. Koy Chinese & Sushi Rest.*, 16 OCAHO no. 1416d, 8 (2023)(CAHO Order) (noting that "the Fifth Circuit maintains a 'strong judicial policy favoring the resolution of disputes through settlement'" (quoting *Parker v. Anderson*, 667 F. 2d 1204, 1209 (5th Cir. 1982))).

Moreover, OCAHO case law has held that "a party who knowingly and voluntarily agrees to the terms of such an agreement is bound thereby, and that an Administrative Law Judge has the authority to compel or bind a party to adhere to the terms to which it previously agreed." *S. v. Neiman Marcus Grp.*, 13 OCAHO no. 1323, 4 (2019); *see also* 28 C.F.R. § 68.14(a)(2) (providing that dismissal of actions pursuant to settlement "shall be subject to the approval of the Administrative Law Judge, who may require the filing of the settlement agreement"); *c.f. Tingling v. City of Richmond*, 13 OCAHO no. 1342 (2020)(finding OCAHO does not retain jurisdiction over a settlement agreement after the case has been dismissed).

Because settlement agreements are contracts, state law generally governs their construction and enforcement. *Id.* (citing *E. Energy, Inc. v. Unico Oil & Gas, Inc.*, 861 F.2d 1379, 1380 (5th Cir. 1988)). Being that this case arises out of the State of Texas, Texas state law governs the settlement agreement at issue. This Court set forth the applicable law in *Neiman Marcus Grp.*:

In interpreting a written contract, '[t]he court's primary concern is to enforce the parties' intent as contractually expressed, and an unambiguous contract will be enforced as written.' *Amigo Broad. LP v. Spanish Broad Sys., Inc.*, 521 F.3d 472, 480 (5th Cir. 2008)

¹ 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 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," or in the LexisNexis database, "OCAHO," or on the website at <http://www.justice.gov/eoir/office-of-the-chief-administrative-hearing-officer-decisions>.

(quoting *Interstate Contracting Corp. v. City of Dallas*, 407 F.3d 708, 712 (5th Cir. 2005)). To ascertain the parties' true intentions as expressed in the contract itself, the Court must first consider the contract's express language. *Italian Cowboy Partners, Ltd. V. Prudential Ins. Co. of Am.*, 341 S.W.3d 323, 333 (Tex. 2011) (citations omitted).

13 OCAHO no. 1323, at 4–5.

Without the settlement agreement, the Court is unable to determine the agreement's enforceability at present. Therefore, the Court orders the parties file a copy of the executed settlement agreement with the Court by **March 3, 2025**.

The Court will consider whether to schedule a prehearing conference in this matter once the undersigned has had an opportunity to review a copy of the settlement agreement.

SO ORDERED.

Dated and entered on February 19, 2025.

Honorable Jean C. King
Chief Administrative Law Judge