

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

August 18, 2022

UNITED STATES OF AMERICA,)	
Complainant,)	
)	8 U.S.C. § 1324c Proceeding
v.)	OCAHO Case No. 2022C00041
)	
RAMIRO SANCHEZ-OCHOA,)	
Respondent.)	
)	

Appearances: Joey Caccarozzo, Esq., and José Solis, Esq., for Complainant¹
Erendira Castillo, Esq., for Respondent

ORDER SUMMARIZING PREHEARING CONFERENCE
AND GRANTING JOINT MOTION TO DISMISS WITHOUT PREJUDICE

This case arises under the Immigration and Nationality Act (INA) as amended, 8 U.S.C. § 1324c. The U.S. Department of Homeland Security, Immigration and Customs Enforcement (ICE) filed a complaint with the Office of the Chief Administrative Hearing Officer (OCAHO) against Respondent, Ramiro Sanchez-Ochoa.

On August 9, 2022, the Court held a telephonic prehearing conference, pursuant to 28 C.F.R. § 68.13.² This order memorializes the August 9, 2022 prehearing conference and the decision

¹ The Administrative Law Judge (ALJ) accepted an oral motion to appear from attorney José Solis, Esq. *See* 28 C.F.R. §§ 68.28(a), 68.33(f).

² OCAHO Rules of Practice and Procedure, 28 C.F.R. pt. 68 (2022).

granting a joint oral motion to dismiss without prejudice pursuant to § 68.14(a)(2).³ *See United States v. Facebook, Inc.*, 14 OCAHO no. 1386e, 4–5 (2021).⁴

Complainant and Respondent jointly requested the opportunity to present an oral motion to the Court during the prehearing conference. The ALJ accepted this oral motion, consistent with 28 C.F.R. § 68.11(a). The parties informed the Court 28 C.F.R. 68.14(a)(2) formed the basis for their joint request to dismiss the case without prejudice. As a courtesy, they provided an electronic copy of the settlement agreement to the Court. The ALJ did not request the settlement agreement, but considered the provision of the agreement as sufficient “notice” to the ALJ the parties reached settlement. *See* §§ 68.14(a)(2)⁵ After an opportunity to confer, counsel for the parties affirmed they sought dismissal without prejudice.

Because the parties jointly requested dismissal without prejudice, and because the Court determined the parties complied with the requirements of § 68.14(a)(2), the Court DISMISSES this case without prejudice.

³ Where parties have entered into a settlement agreement, they shall “[n]otify the [ALJ] that the parties have reached a full settlement and have agreed to dismissal of the action. Dismissal of the action shall be subject to the approval of the [ALJ], who may require the filing of the settlement agreement.” § 68.14(a)(2).

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 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/OcahoMain/ocahosibpage.htm#PubDecOrders>.

⁵ While the Court did not require filing of the settlement agreement in this case, the Court notes it has discretion to review settlement agreements entered into by litigants before OCAHO. *See* § 68.14(a)(2); *see also Jackai v. Frito-Lay, Inc.*, 1 OCAHO no. 188, 1232, 1232–33 (1990) (recognizing that the court has “some discretion in approving a dismissal” pursuant to settlement).

SO ORDERED.

Dated and entered on August 18, 2022.

Honorable Andrea R. Carroll-Tipton
Administrative Law Judge