



Issue Date: 10 May 2016

Case No.: 2015-LCA-00021

In the Matter of

NEFELI SOTERIOU

Prosecuting Party

v.

STATE UNIVERSITY OF NEW YORK

AT BUFFALO

Respondent

**FINAL ORDER APPROVING SETTLEMENT
AGREEMENT AND RELEASE**

This matter arises under the Immigration and Nationality Act (“INA”) H-1B visa program, 8 U.S.C. § 1101(a)(15)(H)(i)(b) and § 1182(n), and the implementing regulations promulgated at 20 C.F.R. § 655.700, *et seq.*

On April 28, 2016, the original Settlement Agreement and Release was received in the Cherry Hill, New Jersey Office of Administrative Law Judges for my approval. Having reviewed the parties’ Settlement Agreement and Release, which is hereby incorporated by reference, I make the following findings:

- 1) That the Settlement Agreement and Release seems to be fair and reasonable, and reflect a fair and reasonable settlement;
- 2) Within two weeks after the execution of this Agreement, after the Approval Date, and following the execution of this Agreement, the University shall process for payment to the Prosecuting Party a one-time, lump-sum payment in the amount of \$35,000.00, minus any and all appropriate payroll deductions and payroll taxes as are required by law to be attributed to said sum;
- 3) Such sum shall constitute full satisfaction of any and all claims and causes of action that the Prosecuting Party has against the University or any of its agents, whether or not alleged in the pending proceedings;

- 4) The foregoing settlement amount was arrived at by compromise between the Prosecuting Party and the University, to dispose of and put an end to any and all disputes between them;
- 5) The Prosecuting Party agrees that she is not entitled to any other compensation, benefits or remedies of any kind or description from the University, other than as described above;
- 6) This Agreement is in full settlement of any and all claims on the part of the Prosecuting Party relating to her employment relationship with the University;
- 7) The parties agree that the terms and provisions of this Settlement Agreement and Release shall be confidential and not disclosed to anyone, except as required to implement the terms and provisions herein, or as such disclosure is mandated by law;
- 8) Nothing in this Settlement Agreement and Release shall be construed as an admission or acknowledgment of liability whatsoever by any of the parties regarding the allegations made by the Prosecuting Party in this action;
- 9) This Settlement Agreement and Release shall have no precedential value or effect whatsoever and shall not be admissible in any other action or proceeding as evidence or for any other purpose, except in an action or proceeding to enforce this Settlement and Release;
- 10) This Settlement Agreement and Release embodies the entire agreement of the parties in this matter and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Settlement Agreement and Release regarding the subject matter of the instant proceedings, shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained therein;
- 11) In executing this Settlement Agreement and Release, the Prosecuting Party acknowledges that she has been represented by her legal representative throughout the discussion of the terms contained herein; that she has discussed these terms with her legal representative; that she understands the terms of this Settlement Agreement and Release, and that this Settlement Agreement and Release is final and binding.
- 12) Upon full execution of this Agreement by all parties, the parties hereby agree that the action is dismissed and discontinued with prejudice.

Accordingly, I hereby **APPROVE** the parties' Settlement Agreement and Release and **DISMISS** this matter with prejudice.

SO ORDERED.

THERESA C. TIMLIN
Administrative Law Judge

Cherry Hill, New Jersey