

UNITED STATES DEPARTMENT OF LABOR  
OFFICE OF ADMINISTRATIVE LAW JUDGES  
BOSTON, MASSACHUSETTS

**Issue Date: 14 June 2016**

CASE NO.: 2016-LCA-00014

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*In the Matter of:*

ADMINISTRATOR, WAGE & HOUR DIVISION,  
UNITED STATES DEPARTMENT OF LABOR,  
*Prosecuting Party,*

v.

DELTA SEARCH LABS, INC.,  
*Respondent.*

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**ORDER APPROVING SETTLEMENT AGREEMENT AND CONSENT FINDINGS**

This matter arises under section 212(n) of the Immigration and Nationality Act, 8 H-1B visa program, U.S.C. §1182(n), as amended, and the implementing regulations set forth at 20 C.F.R. Part 655, Subpart H and alleged violations of 20 C.F.R. § 655.731. A hearing in this matter was set to begin on June 8, 2016 in Boston, Massachusetts.

On June 6, 2016, the parties submitted the terms of their agreement as a Settlement Agreement and Consent Findings, in which they have negotiated settlement of all disputed claims.<sup>1</sup> A review of the Consent Findings shows that they appear fair and reasonable and reflect a reasonable settlement. The terms of the agreement and the Consent Findings are hereby incorporated by reference and APPROVED. Accordingly, it is hereby ORDERED:

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<sup>1</sup> The Settlement Agreement and Consent Findings are signed by counsel for the Administrator and counsel for Delta Search Labs. Mr. Koutsopoulos, the H-1B employee, is represented by private counsel, David J. Fried. Mr. Koutsopoulos, through counsel, initially consented to the settlement. He later on his own and, then through counsel, objected to providing his consent to the settlement agreement on the record, but did not object to implementation of the agreement. I held a telephone conference with the parties on June 8, 2016 and requested the Administrator to provide its position in writing on the issue of whether an H-1B employee non-party complainant has standing to object to a settlement agreement between the Administrator and an employer settling back wages allegedly owed to the employee. In the telephone conference, Counsel for the Administrator, employer and Mr. Koutsopoulos suggested a non-party complainant lacked standing to object. The Administrator filed its brief addressing the issue on June 10, 2016 asserting it is not clear Mr. Koutsopoulos actually objects and that he lacks standing to object. Additionally, the Administrator notes the proposed settlement does not affect the employee's right to pursue any and all claims against the employer. Upon careful consideration of the Administrator's brief, I agree Mr. Koutsopoulos' consent is not necessary to resolving the matter.

1. The terms of the settlement agreement and Consent Findings appear fair and reasonable and reflect a reasonable settlement and are approved.
2. Respondent disputes liability and that it owes any wages but in order to resolve the Administrator's claims and without admitting liability, Respondent shall:
  - a. Pay \$96,250.00 and has transmitted a certified bank check or money order made payable to "Wage and Hour – Labor" to the Wage and Hour Division. The Wage and Hour Division will make all tax and payroll deductions for social security and withholding taxes and shall pay the balance to Sotirios Koutsopoulos.
  - b. Any sum not distributed to Sotirios Koutsopoulos or to his personal representative after three years, because of inability to locate him or because of his refusal to accept such sum shall be deposited with the Treasurer of the United States as miscellaneous receipts.
  - c. Respondent shall pay \$3,750.00 in civil monetary penalties to the United States Department of Labor, Wage and Hour Division, and has transmitted a certified bank check or money order in the amount of \$3,750.00 payable to Wage and Hour-Labor.
3. For a period of two years, Respondent is denied the opportunity to sponsor any aliens for employment. Pursuant to 20 C.F.R. §655.855, the U.S. Department of Labor's Employment and Training Administration (ETA) and the Department of Homeland Security (DHS) shall be notified and DHS, upon notification, shall deny any petition filed by Respondent under § 204 (8 U.S.C. § 1154) and § 214(c)(8 U.S.C. § 1184(c)) of the INA for two years from the date of receipt of notification. Upon receipt of the notification, ETA shall invalidate any pending Labor Condition Application (LCA) and not accept for filing any application or attestations submitted under the Department's permanent for temporary labor certification program for two years.
4. Respondent shall comply in all respects with the INA and applicable regulations in the future. Specifically, Respondent shall comply with its wage obligations as agreed and attested to in all of its Labor Condition Applications.
5. Jurisdiction, including the authority to issue any additional orders necessary to effectuate the implementation of the provisions of the Consent Findings is retained by the U.S. Department of Labor's Office of Administrative Law Judges.
6. The parties waive any right to challenge or contest the validity of these Consent Findings and any Order in accordance with this agreement.
7. These Consent Findings shall fully and finally resolve all outstanding issues between the parties that were raised, or reasonably could have been raised, in connection with the Administrator's determination letter of February 11, 2016.

8. This Order disposing of the proceeding shall have the same force and effect as an order made after full hearing.
9. Each party shall bear its own costs, attorney fees and other expenses incurred by such party in connection with any stage of this proceeding including, but not limited to, attorney's fees which may be available under the Equal Access to Justice Act, as amended.
10. Nothing in these Consent Findings is binding on any government agency other than the United States Department of Labor.
11. This Order shall constitute the Final Order in this proceeding.

**SO ORDERED.**

**COLLEEN A. GERAGHTY**  
Administrative Law Judge

Boston, Massachusetts