



Issue Date: 17 February 2017

Case No.: 2016-LCA-00032

In the Matter of

TERESA A. PATAPAT
Prosecuting Party

v.

HAZEL KUDERA
NYC HEALTHCARE STAFFING, LLC
Respondent

**FINAL ORDER APPROVING CONFIDENTIAL SETTLEMENT
AND GENERAL RELEASE AGREEMENT**

This matter arises under the Immigration and Nationality Act, 8 U.S.C. § 1101, *et seq.* as amended by the Immigration Reform and Control Act of 1986, Pub. L 99-603, § 301, 100 Stat. 3359, 341, and the implementing regulations at 20 C.F.R. Part 655. A hearing is scheduled for February 27, 2017 in New York, New York.

On February 13, 2017, the original “Confidential Settlement and General Release Agreement” was received in the Office of Administrative Law Judges, Cherry Hill, New Jersey for my approval. Having reviewed the parties’ “Confidential Settlement and General Release Agreement”, which is hereby incorporated by reference, I make the following findings:

1. That the “Confidential Settlement and General Release Agreement” seems to be fair and reasonable, and reflect a fair and reasonable settlement;
2. Respondents shall pay a settlement in the aggregate amount of \$25,000.00 (the “Settlement Amount”), which is inclusive of attorney’s fees and costs, by making six (6) equal payments, as set forth in (a) and (b) below. If any of the dates pursuant to which the payments must be delivered falls on a Saturday, Sunday or legal holiday, Respondents may deliver the settlement checks, or cause them to be delivered, on the next business day:
 - (a) Payment totaling \$4,166.67, less applicable withholding, to be paid no later than seven (7) business days following the delivery of an original copy of this Agreement signed by the Prosecuting Party and approval of this Agreement by the undersigned (“First Payment”); and

- (b) Payment of \$4,166.67, less applicable withholding, to be paid every thirty (30) days in each calendar month for the five-month period following the First Payment, to be discontinued once Prosecuting Party has been paid the full Settlement Amount;
3. Prosecuting Party acknowledges and agrees that she is not entitled to any payments from Respondents or any of the other Releases not otherwise enumerated in this Agreement, including, but not in any way limited to, salary, severance, commissions, bonus, notice, contest prizes, vacation, sick, bereavement, holiday, expenses or benefits of any type or description.
 4. This Agreement constitutes and contains the entire agreement and understanding between the Prosecuting Party and Respondents concerning the subject matters. This Agreement supersedes and replaces all prior negotiations and all prior agreements, whether written or oral, concerning the subject matter hereof.

Accordingly, I hereby **APPROVE** the parties' "Confidential Settlement and General Release Agreement".

The hearing scheduled for Monday, February 27, 2017 at 11:00 a.m. in New York, New York is **CANCELLED**.

SO ORDERED.

THERESA C. TIMLIN
Administrative Law Judge

Cherry Hill, New Jersey