



UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of: :
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 :
FAIRVIEW ORCHARDS ASSOCIATES :

CASE NO. 86-TAE-1

ORDER

Upon consideration of the parties' Stipulation of Dismissal, the representations contained therein, and the requirements of the public interest, it is hereby ORDERED that the Decision and Order previously entered on June 9, 1986, is vacated and that the above-captioned matter is dismissed with prejudice pursuant to 29 C.F.R. §18.39(b), each party to bear its own fees and expenses. It is further ORDERED that Fairview's appeal and the Decision of the Regional Administrator dated September 30, 1985, are withdrawn pursuant to the terms of the Stipulation of the parties.

Dated: 8/1/86

AARON SILVERMAN
Administrative Law Judge

UNITED STATES DEPARTMENT OF LABOR
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STIPULATION OF DISMISSAL

The Regional Administrator (hereinafter RA), by counsel, and Fairview Orchards Associates (hereinafter Fairview), by counsel, in full resolution of the above-captioned matter, hereby stipulate and agree as follows:

1. By Decision issued September 30, 1985, the RA ruled Fairview ineligible to apply for a temporary labor certification in the coming year pursuant to 20 C.F.R. §655.210 of the temporary foreign labor certification regulations. The ruling was based on the RA's finding that Fairview violated the terms of its temporary labor certification assurances and the terms of its job offer by not hiring William Scrivens and his crew who were deemed qualified U.S. workers who had applied to Fairview pursuant to a referral by the Maryland State Employment Service in 1983, before fifty percent of the contract period had elapsed pursuant to 20 C.F.R. §655.203(e), and by not offering housing to Scrivens and his crew pursuant to 20 C.F.R. §655.202(b)(1).

2. Pursuant to Fairview's appeal of the RA's Decision and request for a hearing, this matter was referred to the Department of Labor Office of Administrative Law Judges by Order of Reference dated December 12, 1985. By Decision and Order entered June 9, 1986, the Administrative Law Judge affirmed the RA's decision of September 30, 1985.

3. On June 18, 1986, Fairview moved to Withdraw and Set Aside the Decision and Order entered June 9, 1986. By letter dated July 7, 1986, counsel for the RA advised that the Department of Labor and Fairview had agreed to a settlement of their disputes, including the above-captioned matter. Accordingly, counsel for the RA advised the Department had no objection to vacating the Decision and Order in this matter entered June 9, 1986.

4. Pursuant to the aforementioned settlement, Fairview, inter alia, has provided assurances it has fully resolved all

disputes with all known complainants, including the complaints of William Scrivens and his crew which are the basis of this matter: it will in the future and regulations governing the comply in good faith with the rules Job Service system and the temporary employment of foreign workers, with the terms and conditions imposed by the labor certification, job offers and clearance orders, and with all applicable Federal and State employment-related laws and regulations. It is understood that in making assurances and reaching settlement of claims, charges and proceedings, Fairview does not admit any past violations or liability. __

5. Fairview also has provided specific assurances it will not engage in the alleged employment practices described in Paragraph 1 above which caused the disputes with the Department of Labor, including those practices which resulted in the complaints involved in this matter.

6. In view of the foregoing, the parties hereby stipulate and agree to the dismissal of this matter; Fairview stipulates and agrees to the withdrawal of its appeal of the RA's Decision dated September 30, 1985; and the RA stipulates and agrees to the withdrawal of his aforementioned Decision dated September 30, 1985.

7. Further, each party agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

Dated: July 25, 1986

FAIRVIEW ORCHARDS ASSOCIATES

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