

U.S. Department of Labor

Administrative Review Board
200 Constitution Ave. NW
Washington, DC 20210-0001



IN THE MATTER OF:

**SIVASUBRAMANIAN
BALASUBRAMANIAN,**

COMPLAINANT,

v.

NEW TOWN PUBLIC SCHOOLS,

RESPONDENT.

ARB CASE NO. 2025-0085

**ALJ CASE NO. 2025-LCA-00003
ALJ JONATHAN C. CALIANOS**

DATE: May 27, 2026

Appearances:

For the Complainant:

Sivasubramanian Balasubramanian; *Pro Se*; Medford, Massachusetts

For the Respondent:

Rachel A. Bruner, Esq.; *Pearce Durick PLLC*; Bismark, North Dakota

Before KAPLAN and KIKO, Administrative Appeals Judges

DECISION AND ORDER

This case arises under the Immigration and Nationality Act (INA) and its implementing regulations, as related to the H-1B visa program.¹ On August 20, 2025, a United States Department of Labor Administrative Law Judge (ALJ) issued an Order Dismissing Claim, finding that a confidential Settlement Agreement and Mutual Release of Claims (Settlement Agreement) had been fully consummated. Complainant Sivasubramanian Balasubramanian petitioned the Administrative Review Board (ARB or Board) for review. The Board affirms the ALJ's Order Dismissing Claim.

¹ 8 U.S.C. §§ 1101(a)(15)(H)(i)(b), 1182(n); 20 C.F.R. § 655, Subparts H and I (2025).

BACKGROUND

Complainant filed a complaint with the United States Department of Labor’s Wage and Hour Division (WHD), alleging that Respondent New Town Public Schools violated a labor condition application (LCA) by failing to pay the required wage rate. On November 5, 2024, the WHD issued a determination letter² finding no violation of the INA.³ Complainant requested a hearing before the Office of Administrative Law Judges (OALJ).

Before the OALJ, Complainant and Respondent (collectively, the Parties) entered mediation with a United States Department of Labor (DOL) appointed mediator.⁴ On April 29, 2025, the Parties filed a Settlement Agreement with the presiding ALJ.⁵ On May 1, 2025, the ALJ issued an Order Approving Settlement Agreement after determining that the Settlement Agreement’s terms were fair and reasonable.⁶ The Order Approving Settlement Agreement stated that the Settlement Agreement’s “terms are adopted and incorporated herein by reference, and the Parties shall comply with each and every term contained in this Agreement.”⁷

On July 16, 2025, Respondent filed a Motion to Dismiss (Filed Under Seal).⁸ Per the Settlement Agreement’s terms, the Parties were to file a Motion to Dismiss

² The full title of the determination letter is “Administrator’s Determination Pursuant to Regulations at 20 C.F.R. Part 655 — H-1 B Specialty Occupations under the Immigration and Nationality Act (INA) administered by the U.S. Department of Labor (DOL).”

³ Notice of Docketing at 1.

⁴ See Order Approving Settlement Agreement at 1.

⁵ *Id.*

⁶ *Id.*

⁷ *Id.* at 2.

⁸ The Board acknowledges that Respondent’s filings before the OALJ are titled, in part, “Filed Under Seal.” Although the Settlement Agreement contains a confidentiality clause, and the ALJ approved the Settlement Agreement, the Board has recognized that requests to seal submitted materials are disfavored absent a particularized and legally sufficient showing. “To seal judicial records from public view, [a] court must identify compelling reasons supported by specific factual findings in order to outweigh the strong public policies favoring disclosure.” *Bauche v. Masimo Corp.*, ARB Nos. 2023-0016, -0031, ALJ Nos. 2022-SOX-00010, -00026, slip op. at 14 (ARB July 31, 2024) (internal quotation and citation omitted). Here, the ALJ did not explicitly rule on Respondent’s seal request. Nevertheless, the Board has taken caution not to disclose terms of the Settlement Agreement that are not pertinent to this appeal. The Board notes that generally, parties’ submissions are part of the record and subject to the Freedom of Information Act (FOIA or Act). FOIA requires federal agencies to disclose requested records unless they are exempt from disclosure under the Act. *Harmer v. GAR-MRO Servs., Inc.*, ARB No. 2025-0088,

after Complainant received payment.⁹ On July 17, 2025, Complainant filed a Motion for Extension of Time, requesting that the ALJ defer from dismissing the case because Respondent had not yet given him the “required service credits.”¹⁰ On the same day, Respondent filed a Response in Opposition to Prosecuting Party’s Motion for Extension of Time (Filed Under Seal), stating that retirement contributions had been paid as required by the Settlement Agreement and that the ALJ should disregard Complainant’s concerns about “[Teachers Funds for Retirement (TFFR)] credits or other proof of payment” because the Settlement Agreement “contains no requirements regarding providing this additional information.”¹¹

On July 25, 2025, the ALJ issued an Order Scheduling Conference Call to discuss the Parties’ filings.¹² On August 20, 2025, the ALJ issued an Order Dismissing Claim, with prejudice, stating that he discussed the pending matters with the Parties, considered their filings, and found that the Settlement Agreement had been fully consummated.¹³

On August 20, 2025, Complainant petitioned the Board for review. On August 26, 2025, the Board issued a Notice of Appeal Acceptance and Briefing Order. The Parties filed timely briefs.

JURISDICTION AND STANDARD OF REVIEW

The ARB has jurisdiction to review the ALJ’s decision pursuant to 20 C.F.R. § 655.845.¹⁴ Under the Administrative Procedure Act, the ARB, as the Secretary of Labor’s designee, acts with “all the powers [the Secretary] would have in making

ALJ No. 2023-AIR-00002, slip op. at 2-3 (ARB Jan. 30, 2026) (citation omitted). If a FOIA request is received for parts of this record, the DOL will follow the appropriate procedures for responding to FOIA requests, including the pre-disclosure procedures in 29 C.F.R. § 70.26. *See* 29 C.F.R. Part 70.

⁹ Order Dismissing Claim at 1; Settlement Agreement at 2, ¶ 3.

¹⁰ Motion for Extension of Time at 1.

¹¹ Respondent’s Response in Opposition to Prosecuting Party’s Motion for Extension of Time (Filed Under Seal) at 2.

¹² Order Scheduling Conference Call at 1.

¹³ Order Dismissing Claim at 1.

¹⁴ Secretary’s Order No. 01-2020 (Delegation of Authority and Assignment of Responsibility to the Administrative Review Board (Secretary’s discretionary review of ARB decisions)), 85 Fed. Reg. 13186 (Mar. 6, 2020).

the initial decision”¹⁵ The ARB therefore has plenary power to review an ALJ’s factual and legal conclusions de novo.¹⁶

DISCUSSION

On appeal, Complainant argues that the ALJ’s Order of Dismissal was improper because, at the time of dismissal, Respondent had not fully performed the Settlement Agreement.¹⁷ Complainant contends that Respondent did not provide the retirement service credit associated with the Settlement Agreement and did not produce documentation supporting other contributions reflected on the Form W-2, including Social Security, Medicare, and state income tax withholdings.¹⁸ Complainant requests that the Board direct Respondent to provide documentation showing completion of all required transfers, contributions, and service credits,¹⁹ and to modify the ALJ’s Order of Dismissal from “with prejudice” to “without prejudice” so that he can verify compliance and pursue any remaining deficiencies.²⁰

The Board disagrees. Complainant’s filings on appeal do not clearly identify the relief he seeks from the ARB or Respondent, the basis for his asserted entitlement to that relief, or why he believes the ARB has authority to grant it.

First, Complainant claims in his Petition for Review that Respondent owes him retirement service credit with the North Dakota Teachers’ Retirement Agency, TFFR.²¹ However, in Complainant’s Opening Brief, he concedes that the service credits have been provided by Respondent.²² As Complainant concedes that the service credit has been provided and the record supports this concession, the issue is now moot.²³

¹⁵ 5 U.S.C. § 557(b); *Adm’r, Wage & Hour Div., U.S. Dep’t of Lab. v. Macks USA, Inc.*, ARB No. 2022-0038, ALJ No. 2017-LCA-00013, slip op. at 7-8 (ARB Feb. 21, 2023) (citation omitted).

¹⁶ *Macks USA, Inc.*, ARB No. 2022-0038, slip op. at 8 (citing *Mehra v. W. Va. Univ.*, ARB No. 2021-0056, ALJ No. 2017-LCA-00002, slip op. at 4 (ARB Dec. 21, 2021)).

¹⁷ Petition for Review at 1.

¹⁸ *Id.*; Opening Brief (Comp. Br.) at 1; Reply Brief to Respondent’s Brief (Reply Br.) at 2.

¹⁹ Reply Br. at 2.

²⁰ Petition for Review at 1; Comp. Br. at 1; Reply Br. at 2.

²¹ Petition for Review at 1.

²² Comp. Br. at 1.

²³ Respondent’s Response in Opposition to Prosecution Party’s Motion for Extension of Time (Filed Under Seal), Exhibit (Ex.) 3. Complainant also argues that Respondent’s tardiness in providing the service credit “should be considered as a failure of the

Second, with respect to the request for “documents supporting the completion of the transfer of funds and service credits for all other contributions, in addition to TFFR,”²⁴ Complainant does not specify what additional documentation he seeks. Complainant has received information from TFFR indicating that the contributions and service credits have been provided, as well as a paystub from Respondent.²⁵ In addition, Complainant has not identified any provision of the Settlement Agreement that entitles him to other documentation concerning those contributions. Further, Complainant does not dispute that Respondent paid all amounts required under the Settlement Agreement, including retirement contributions and credits. Accordingly, there is no basis or reason to order Respondent to provide additional documentation.

Third, even assuming that Complainant is correct that he did not receive the requisite documentation to which he believes he is entitled under the Settlement Agreement, or that Respondent failed to perform some aspects of the Settlement Agreement, Complainant has not shown that the Board possesses the authority to enforce the Settlement Agreement. “The Board is an administrative body with only the authority emanating from statutes, implementing regulations, and delegations of authority.”²⁶ The Board may affirm an ALJ’s dismissal based on a settlement agreement in INA cases,²⁷ but it has consistently stated that it lacks authority to adjudicate or enforce contractual matters.²⁸

Respondent to execute to execute the Settlement Agreement.” Reply Br. at 2. The Board disagrees. The delay in providing the credit would, at worst, be a breach of the Settlement Agreement, not a “failure to execute.” Nevertheless, as discussed later in further detail, the Board does not have the authority to resolve breach of contract claims.

²⁴ Reply Br. at 2.

²⁵ Respondent’s Response in Opposition to Prosecution Party’s Motion for Extension of Time (Filed Under Seal), Exs. 1-3.

²⁶ *Gupta v. Headstrong, Inc.*, ARB Nos. 2015-0032, -0033, ALJ No. 2014-LCA-00008, slip op. at 3 (ARB Jan. 26, 2017) (citing *Gilbert v. Bauer’s Worldwide Transp.*, ARB No. 2011-0019, ALJ No. 2010-STA-00022, slip op. at 5 n.10 (ARB Nov. 28, 2012)).

²⁷ *See, e.g., id.* (affirming an ALJ’s dismissal based on the parties’ settlement in an INA case); *Talukdar v. U.S. Dep’t of Veterans Affs.*, ARB No. 2004-0100, ALJ No. 2002-LCA-00025, slip op. at 2-3 (ARB Jan. 31, 2007) (noting that dismissal based on a settlement agreement in an H-1B case is appropriate because neither the INA nor its implementing regulations suggest that the DOL should refrain from exercising its dismissal authority).

²⁸ *See, e.g., Gupta*, ARB Nos. 2015-0032, -0033, slip op. at 3 (holding that the Board lacks authority to adjudicate collateral attacks on a facially valid contract); *Jain v. Empower IT, Inc.*, ARB No. 2008-0077, ALJ No. 2008-LCA-00008, slip op. at 12 n.87 (ARB Oct. 30, 2009) (noting that adjudicating “[p]rivate employment agreements are outside of the scope of the INA and are beyond [the ARB’s] jurisdiction.”); *see also Mawhinney v. Am. Airlines*, ARB No. 2014-0060, ALJ No. 2012-AIR-00017, slip op. at 4 (ARB Jan. 21, 2016)

For the same reasons, the Board declines Complainant's request to modify the ALJ's Order of Dismissal from "with prejudice" to "without prejudice." The Settlement Agreement's terms expressly provided for "dismissal of the Proceeding with prejudice,"²⁹ and the Board lacks authority to supervise compliance with, or remedy alleged breaches of, the Settlement Agreement. Absent a determination by a court of competent jurisdiction invalidating the Settlement Agreement or otherwise requiring further proceedings, there is no basis to modify the ALJ's Order of Dismissal.³⁰ Therefore, the Board affirms the ALJ's dismissal of this case.

CONCLUSION

For the reasons stated above, we **AFFIRM** the ALJ's Order of Dismissal.

SO ORDERED.

ELLIOT M. KAPLAN
Administrative Appeals Judge

PHILIP G. KIKO
Administrative Appeals Judge

(noting that authority to enforce settlement agreements in whistleblower cases is given to the appropriate United States district court); *Thompson v. Hou. Lighting & Power Co.*, ARB No. 1998-0101, ALJ Nos. 1996-ERA-00034, -00038, slip op. at 7 (ARB Mar. 30, 2001) (same); *Pillow v. Bechtel Constr., Inc.*, ARB No. 1997-0040, ALJ No. 1987-ERA-00035, slip op. at 2 (ARB Sept. 11, 1997) (agreeing "with the general proposition that after a final decision has been issued, the Board lacks jurisdiction over a dispute about the proper interpretation of a settlement agreement.").

²⁹ Settlement Agreement at 2, ¶ 3.

³⁰ Complainant may seek review in the appropriate United States district court. *See* 20 C.F.R. § 655.850.