

**UNITED STATES OF AMERICA
DEPARTMENT OF HOMELAND SECURITY
UNITED STATES COAST GUARD**

UNITED STATES COAST GUARD

Complainant

vs.

GINO RAY RAMOS

Respondent

**Docket Number: 2023-0196
MISLE ID: 7462956**

CONSENT ORDER APPROVING SETTLEMENT AGREEMENT

On June 26, 2023, the parties in this case submitted a Motion for Approval of Settlement Agreement and Entry of Consent Order, to be approved as a settlement of the case under 33 C.F.R. § 20.502.¹

I have carefully reviewed the terms of the Settlement Agreement and find that it is fair and reasonable and in substantial compliance with the requirements of 33 C.F.R. § 20.502.²

¹ I note the Complaint, in Paragraph 6, referred to the “presumption of use” established by the regulation “46 CFR 16.20(b).” There is no such regulation; however, 46 C.F.R. § 16.201(b), provides, “[i]f an individual fails a chemical test for dangerous drugs under this part, the individual will be presumed to be a user of dangerous drugs.” Further, I note the Complaint, in paragraph 7, incorrectly cites the statute as “46 *CFR* U.S.C. 7704(b).” (Emphasis added). The correct citation is 46 U.S.C. § 7704(b). As Respondent admitted in both his Answer and the Settlement Agreement the allegations set forth in the Complaint and raised no issues regarding these errors in the Complaint, I do not find they impact the sufficiency of the Complaint or the Settlement Agreement. The Coast Guard, however, must take due care to cite the correct statutes and regulations, as required under 33 C.F.R. § 20.307.

² The first row of the table in Paragraph Six of the Settlement Agreement states that if Respondent successfully completes the conditions, his Merchant Mariner Credential (MMC) will be suspended for the period of “outright deposit.” I note the term “outright deposit” does not appear in the statutes (46 U.S.C. §§ 7701 – 7706) or regulations (46 C.F.R. Part 5 and 33 C.F.R. Part 20) governing these proceedings, nor is the term found in binding Coast Guard precedent or policy. See Marine Safety Manual, Volume V, “Investigations and Enforcement,” COMDTINST M16000.10A (April 2008). While the parties may have intended to refer to an outright suspension of the MMC during the period of deposit, I do not find the term “outright deposit” causes confusion to render the Settlement Agreement ambiguous or worthy of rejection. See *id.* at Ch. 4, section E.4.a. (p. C4-57). Thus, I consider “outright deposit” to have the same meaning as “deposit.”

WHEREFORE,

ORDER

IT IS HEREBY ORDERED, the Settlement Agreement is **APPROVED** in full and incorporated herein by reference. This Consent Order shall constitute full, final, and complete adjudication of this proceeding.

Done and dated July 12, 2023
Baltimore, Maryland

A handwritten signature in black ink, reading "Lineka N. Quijano", with a long, sweeping flourish extending to the right.

**HON. LINEKA N. QUIJANO
UNITED STATES COAST GUARD
ADMINISTRATIVE LAW JUDGE**