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**THE DISTRICT OF COLUMBIA**

**BEFORE**

**THE OFFICE OF EMPLOYEE APPEALS**

_____	)	
In the Matter of:	)	
	)	OEA Matter No.: 2401-0058-17AF19
GENNIFER CUNNINGHAM,	)	
Employee	)	
	)	Date of Issuance: April 30, 2019
v.	)	
	)	
DISTRICT OF COLUMBIA	)	
PUBLIC SCHOOLS,	)	MONICA DOHNJI, ESQ.
Agency	)	Senior Administrative Judge
_____	)	
F. Douglas Harnett, Esq., Employee's Representative	)	
Lynette Collins, Esq., Agency Representative	)	

**ADDENDUM DECISION ON ATTORNEY FEES**

**INTRODUCTION AND PROCEDURAL HISTORY**

On June 16, 2017, Gennifer Cunningham ("Employee") filed a Petition for Appeal with the Office of Employee Appeals ("OEA" or "Office") contesting the District of Columbia Public Schools' ("Agency" or "DCPS") action of abolishing her position through a Reduction-in-Force ("RIF") effective August 4, 2017. Employee was an Administrative Aide at Woodrow Wilson Senior High School at the time her position was abolished. On July 19, 2017, Agency filed its Answer to Employee's Petition for Appeal.

On June 5, 2018, I issued an Initial Decision ("ID"), reversing Agency's decision to terminate Employee. Agency filed a Petition for Review with the OEA Board. On December 18, 2018, the OEA Board issued an Opinion and Order denying Agency's Petition for Review. Thereafter, on January 17, 2019, Employee's attorney filed a Motion for Attorney's Fees. On January 30, 2019, Agency filed a Motion to Extend Time to Respond to Employee's Motion for Attorney's Fees, noting that the Agency was working to settle the matter. On March 15, 2019, Agency's representative informed the undersigned via email that the parties have settled the attorney fees matter. Subsequently, on April 10, 2019, Employee's representative emailed the undersigned a copy of the executed settlement agreement. On April 22, 2019, Employee's representative filed a Praecipe of Dismissal noting that "... the Parties have reached an agreement to resolve the outstanding fee

petition... That agreement has been signed by the parties, and is attached as exhibit 1.”<sup>1</sup> The record is now closed.

JURISDICTION

The Office has jurisdiction in this matter pursuant to D.C. Official Code § 1-606.03 (2001).

ISSUE

Whether Employee’s Motion for Attorney’s Fees should be dismissed.

ANALYSIS AND CONCLUSIONS OF LAW

D.C. Official Code §1-606.06(b) (2001) states in pertinent part that:

If the parties agree to a settlement without a decision on the merits of the case, a settlement agreement, prepared and signed by all parties, shall constitute the final and binding resolution of the appeal, and the [Administrative Judge] shall dismiss the appeal with prejudice.

In the instant matter, since the parties have agreed and executed a settlement agreement, and Employee’s representative has filed a Praeceptum of Dismissal, I find that Employee’s Motion for Attorney’s Fees is dismissed.

ORDER

It is hereby ORDERED that the Motion for Attorney’s Fees in this matter is DISMISSED.

FOR THE OFFICE:

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MONICA DOHNJI, Esq.  
Senior Administrative Judge

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<sup>1</sup> Employee’s Praeceptum of Dismissal (April 22, 2019).