THE DISTRICT OF COLUMBIA

BEFORE

THE OFFICE OF EMPLOYEE APPEALS

In the Matter of:	
	OEA Matter No.: 1601-0012-14AF22
[redacted]	
Employee	
	Date of Issuance: September 28, 2022
v.	
D.C. DEPARTMENT OF EMPLOYMENT SERVICES,	ARIEN P. CANNON, ESQ. Administrative Judge
Agency	

Charles Tucker, Jr., Esq., Employee Representative
Starr Granby-Collins, Esq., Agency Representative[1]

ADDENDUM DECISION ON ATTORNEY FEES

INTRODUCTION AND PROCEDURAL HISTORY

This matter is before the undersigned in the midst of a convoluted procedural history. On April 22, 2016, I issued an Initial Decision reversing Agency's termination action against Employee. Agency was ordered to reimburse Employee all backpay and benefits lost as a result of her removal. This decision was not appealed by Agency to the OEA Board or to the Superior Court for the District of Columbia. What followed was over a one-year effort by the undersigned to attempt to get Agency to come into full compliance with the April 22, 2016 Order. From May 2016, through August 2017, the undersigned held over a dozen status conferences and exhausted all avenues to get Agency to come into full compliance with the April 2016 Order. Unfortunately, these efforts fell short, and this matter was certified to OEA's General Counsel's Office on August 11, 2017, pursuant to OEA Rule 635.9, 59 DCR 2129 (March 16, 2012).

Although Agency temporarily reinstated Employee, to date, Agency still has not fully complied with the April 2016 Order. Specifically, the OEA record in its current state shows that Employee was never properly credited for her annual leave hours that she would have accrued during the period she was wrongfully terminated prior to the April 22, 2016 Order. These hours

[1] Prior to Ms. Granby-Collins' appearance, Agency was represented by Rhesha Lewis-Plummer.

should have been placed in a leave bank and the cash value of these hours should have been paid to Employee.[2] Additionally, Agency still has not provided the appropriate documentation to show an accounting of the backpay owed minus the necessary deductions.[3]

On August 21, 2017, OEA's General Counsel's Office certified this matter to the Executive Office of the Mayor's Office of the General Counsel ("EOM OGC") as an attempt to get Agency to come into full compliance with the OEA April 2016 Order. In response to this matter being certified to the EOM OGC, it issued a Memorandum and Decision on its findings on July 31, 2018. Employee attempted to appeal the EOM OGC's findings to the D.C. Superior Court, however, the appeal was dismissed for lack of jurisdiction. Subsequently, a separate but related OEA matter (OEA Matter No. 1601-0059-20) involving Employee came before the undersigned when Employee was "terminated" from her position again. During the November 16, 2021 Prehearing Conference for the separate matter, the undersigned was informed that the Agency still had not restored all benefits owed to Employee relating to the instant matter nor had any documentation been provided to Employee regarding the breakdown of the backpay check issued, thus calling into question the accuracy of the backpay amount.[4]

On January 18, 2022, Employee filed a Motion to Reopen for Enforcement and Assessment of Attorney Fees.[5] This motion was granted by the undersigned on January 24, 2022. The instant order will address Employee's Motion for Assessment of Attorney Fees. Because there appear to be outstanding issues from the April 2016 Order, an order for Enforcement/Compliance will be addressed under a separate cover.

JURISDICTION

This Office has jurisdiction in this matter pursuant to D.C. Official Code § 1-606.08 (2001).

ISSUE

Whether Employee's counsel is entitled to an award of attorney fees; and if so, how much.

FINDINGS OF FACT, ANALYSIS AND CONCLUSIONS OF LAW

Generally, OEA's practice is not to piecemeal an award of attorney fees. In other words, an award of attorney fees is typically addressed once it is established that an employee is the prevailing party, and after an agency has come into full compliance with an OEA order. Otherwise, an award of attorney fees would be made after it is established that an employee is the prevailing party and then again after an employee's counsel provides additional legal services to get an agency to come in compliance with an OEA order. However, this is a unique case, and I find it appropriate to address Employee's Motion for Attorney Fees despite Agency not being in full

[2] Given that Employee was separated from District government service in a separate case, these annual leave hours should have been paid out as a lump-sum upon separation. *See* DPM Issuance I-2018-6 (April 21, 2018)
[3] There are contradictory documents in the record regarding backpay.
[4] The documentation in the OEA record is contradictory and incomplete regarding Employee's backpay.
[5] This same motion also contained Employee's Opposition to Agency Request for a Hearing and Partial Motion for Summary Judgment on Retaliation.

compliance with the April 2016 Order. It is likely that additional legal services will be needed to compel Agency to come into full compliance with the April 2016 Order. Despite this, I will address Employee's Motion for Attorney Fees here, prior to full compliance with the April 2016 Order.

D.C. Official Code § 1-606.08 provides that "[An Administrative Judge of this Office] may require payment by the agency of reasonable attorney fees if the appellant is the prevailing party and payment is warranted in the interest of justice." Similarly, OEA Rule 634, 59 DCR 2129 (March 16, 2012) provides that an employee shall be entitled to an award of reasonable attorney fees if: (1) he or she is a prevailing party; and (2) the award is warranted in the interest of justice. This award is an exception to the general rule that a prevailing party may not ordinarily recover attorneys' fees in the absence of a statute or enforceable contract for a fee award.[6] The goal, in awarding attorney fees, is to attract competent counsel to represent individuals in civil rights and other public interest cases, where it might be otherwise difficult to retain counsel.[7]

Estoppel

Agency contends that Employee is estopped from requesting attorney fees in the instant case because she accepted an Offer of Judgment ("OOJ") in a separate federal case on January 2, 2020.[8] Agency points to language in the Offer of Judgment which provides, in pertinent part:

> Acceptance of this offer is made in satisfaction of all claims that have been or could have been, or could be brough by Plaintiff under any theory of liability against the District and any and all persons who are not or ever have been agents, employees, officers, or officials of the District of Columbia. . . specifically including but not limited to, claims for attorney's fees and/or costs incurred in prosecuting this acting through the date of this Offer, notwithstanding the claims brought in *[Employee] v. District of Columbia, et al*., 1:15-cv-729-APM (United States District Court for the District of Columbia).

During the November 16, 2021 Prehearing Conference in the second matter[9], Employee was ordered to file an Amended Petition for Appeal by December 16, 2021. This order was issued, in part, because during the Prehearing Conference, Agency asserted that many of the issues raised by Employee may have been previously settled. When Employee filed her amended petition with OEA on December 16, 2021, she did not mention that she had already accepted an OOJ with Agency in the separate parallel federal case. As such, Agency contends that Employee has already

---

[6] *Shimman v. Int'l Union of Operating Engineers, Loc. 18,* 744 F.2d 1226, 1229 (6th Cir. 1984).
[7] *Newman v. Piggie Park Enterprises, Inc*., 390 U.S. 400 (1968).
[8] *See* Agency's Motion to Close the Issue of Compliance and Response to Employee's Motion for Attorney's Fees, Cost or Related Expenses, Exhibits D and E (March 25, 2022); *See also* United States District Court for the District of Columbia Civil Action No. 1:15-cv-00729-APM.
[9] *See* OEA Matter No. 1601-0059-20.

been compensated for attorney fees pursuant to the OOJ and is now estopped from asserting a claim to attorney fees in the instant matter.

The undersigned is not persuaded that the $50,000 "settlement amount" included in the Offer of Judgment in the federal case estops Employee from filing a petition for attorney fees relating to the instant case. The OOJ was entered in the federal matter on January 3, 2020, and a corresponding order was issued closing the matter and vacating all pending deadlines. Agency contends this Order ended all past and future litigation involving Employee and the District government, including the instant case. However, the compliance/enforcement aspect of the instant matter was still being litigated in D.C. Superior Court several months after the OOJ was entered.[10] The OOJ was never raised by Agency before the Superior Court as a basis for ending all pending matters before it. Based on the language in the OOJ and the actions by the parties that followed, it is not clear that the parties intended or had a meeting of the minds that the OOJ resolved the ongoing OEA matter that was pending in Superior Court.

Furthermore, the discrepancy in the gross amount of backpay alone owed to Employee, as discussed in further detail below, equates to more than $50,000. This, along with the 256 annual leave hours in which Employee has a claim, and the potential award of attorney fees far exceeded the $50,000 OOJ. The undersigned is not swayed that Employee intended to give up her claim to be fully compensated for the backpay owed as a result of the instant OEA matter, along with other benefits and attorney fees that far exceed the $50,000 "settlement amount" in the federal case. Even if Employee did not prevail on the merits in the federal case, her claims regarding enforcement/compliance before OEA would have survived. Thus, I find that the OOJ does not estop Employee from petitioning this Office for an award of attorney fees.

Prevailing Party

An employee is considered the "prevailing party," if he or she received "all or significant part of the relief sought" as a result of the decision.[11] Agency contends that Employee should not be granted attorney fees because she is not the prevailing party. The undersigned is perplexed by this assertion. The only reasonable rationale that can be drawn from this assertion is Agency incorrectly conflating two separate OEA matters—OEA Matter No. 1601-0012-14 and OEA Matter No. 1601-0059-20. The April 2016 Order (OEA Matter No. 1601-0012-14), which is at the heart of Employee's request for attorney fees being addressed here, stems from a Petition for Appeal filed with OEA by Employee on November 1, 2013, OEA Matter No. 1601-0012-14. The April 2016 Initial Decision is the final decision associated with Employee's November 2013 petition. The compliance/enforcement aspect of the April 2016 Initial Decision has been litigated at great length and has gone through OEA's General Counsel's Office, the EOM OGC, and the D.C. Superior Court. In what appeared to be a misguided understanding by the EOM OGC of the benefits owed to Employee, particularly regarding annual leave hours versus the credited AWOL hours, Employee attempted to file an appeal of EOM OGC's finding with the D.C. Superior

[10] *See [Employee] v. Executive Office of the Mayor, et al.*, Case No. 2018 CA 006476 P(MPA) (D.C. Super. Ct. August 5, 2020).
[11] *Zervas v. D.C. Office of Personnel*, OEA Matter No. 1601-0138-88AF92 (May 14, 1993); *See also Hodnick v. Federal Mediation and Conciliation Service*, 4 M.S.P.R. 371 (1980).

Court.[12] Because of the gaps in the D.C. Code and OEA rules pertaining to enforcement authority of an OEA Order, the D.C. Superior Court held that the Code and OEA Rules do not provide further relief after findings were issued by EOM OGC.[13] It is unclear whether the Superior Court Order intended to preclude OEA from enforcing what it still knows are outstanding compliance issues. Unfortunately, that left Employee with little recourse despite EOM OGC's misunderstanding of the benefits owed to Employee (i.e. annual leave hours and the appropriate breakdown of the backpay issued to Employee in the form of a Backpay worksheet). Nonetheless, the April 2016 Order provided that Employee be reinstated and provided backpay and benefits owed as a result of Employee's wrongful termination. Despite only being in partial compliance with this order, Employee has received a significant part of the relief sought in her November 2013 petition with OEA.

The second OEA matter (OEA Matter No. 1601-0059-20), which is the result of a Petition for Appeal filed with OEA by Employee on September 14, 2020, has not been fully adjudicated and is being held in abeyance until the April 2016 Order is satisfied. In the instant case (OEA Matter No. 1601-0012-14), Employee is clearly the prevailing party, as the April 2016 Order reversed Agency's termination action and ordered it to reinstate Employee along with all backpay and benefits lost. This order was never appealed by Agency. Agency temporarily reinstated Employee to her position and partially complied with the backpay and benefits owed to Employee. Consequently, I find that Employee is the prevailing party in this matter.

Interest of Justice

Next, Agency asserts that Employee fails to meet the "interest of justice" standard to warrant an award of attorney fees. In *Allen v. United States Postal Service*, 2 M.S.P.R. 420 (1980), the Merit System Protection Board (MSPB), this Office's federal counterpart, set out several circumstances to serve as "directional markers towards the 'interest of justice' (the "Allen Factors")—a destination which, at best, can only be approximate."[14] The circumstances to be considered are:

1. Where the agency engaged in a "prohibited personnel practice"'
2. Where the agency's action was "clearly without merit" or was "wholly unfounded", or the employee is "substantially innocent" of the charges brought by agency;
3. Where the agency initiated the action against the employee in "bad faith", including":
    a. Where the agency's action was brought to "harass" the employee;
    b. Where the agency's action was brought to "exert pressure on the employee to act in certain ways";
4. Where the agency committed a "gross procedural error" which "prolonged the proceeding" or "severely prejudiced the employee"'

[12] It is worth noting that EOM OGC generally does not get involved in personnel matters that are typically left for OEA to decide. In extraordinary circumstances, OEA General Counsel's Office has certified matters to EOM OGC to assist in getting an agency to comply with an OEA order.
[13] *See [Employee] v. Executive Office of the Mayor, et al.,* Case No. 2018 CA 006476 P(MPA) (D.C. Super. Ct. August 5, 2020).
[14] *Allen v. United States Postal Service*, 2 M.S.P.R. 420 (1980).

5. Where the agency "knew or should have known that it would not prevail on the merits", when it brought the proceeding.[15]

The OEA Board has adopted these factors in its analysis of attorney fees.[16] These factors are not exhaustive, but illustrative.[17] The April 2016 Order reversing Agency's termination action was based on a finding of disparate treatment. As such, I find that Agency engaged in a "prohibited personnel practice."

Furthermore, I find that Agency has committed a gross procedural error which has prolonged the compliance and enforcement proceedings to the severe prejudice of Employee. Despite Agency's repeated contentions that it has provided the backpay worksheet and documents evincing compliance regarding the backpay amount and leave hours owed to Employee, the record regarding the backpay and benefits owed is incomplete and at times contradictory. Agency acknowledges that it has not paid the cash value of the annual leave hours accrued by Employee, despite being separated from the District government.[18]

In a March 25, 2022 filing submitted by Agency, captioned, "Agency's Motion to Close the Issue of Compliance and Response to Employee's Motion for Attorney's Fees, Cost or Related Expenses,"[19] one of the documents within Exhibit B is a spreadsheet with a handwritten notation at the end stating, "Total Amount Due $264,002.72." Underneath the total amount due is a signature dated June 8, 2017. However, in Agency's Prehearing Statement filed in the second matter (OEA No. 1601-0059-20), attached as Exhibit B, is the backpay check stub associated with the instant matter, dated August 4, 2017, with the gross amount being $213,269.94.[20] The two different amounts in the two different exhibits are in contradiction and Agency makes no attempt to reconcile the difference in these gross amounts. These repeated discrepancies throughout the record amount to gross procedural errors which I find have severely prejudiced Employee and caused (and continue to cause) great confusion. As such, I find that the fourth *Allen* factor weighs in favor of an attorney fee award in the interest of justice, particularly for legal services provided in the enforcement/compliance aspect of this case.

Even if I found none of the *Allen* factors set forth above applicable to this case, the continued delay in providing the benefits owed and the appropriate documentation reflecting an

---

[15] *Id.* at 434-35.
[16] *See Phillippa Mezile v. D.C. Department on Disability Services*, Opinion and Order on Petition for Review, OEA Matter No. 2401-0158-09R12AF17 (March 20, 2018). *See also Webster Rogers v. D.C. Public Schools,* Opinion and Order on Remand, OEA Matter No. 2401-0255-10AF16 (November 7, 2017).
[17] *Allen*, supra.
[18] *See* Agency's Motion to Close Issue of Compliance and Response to Employee's Motion for Attorney's Fees, Costs or Related Expenses, at 2, FN 4 (OEA Matter No. 1601-0059-20). Agency maintains that all of Employee's leave hours were restored but because her last payout type was Workers' Compensation, annual leave hours are not automatically paid out to an employee upon separation from the District government. While this lump-sum pay out of annual leave hours may not be automatic as Agency asserts, it has not offered any solution or mechanism for Employee to follow to have these leave hours paid out.
[19] This filing was made under the OEA Matter No. 1601-0059-20.
[20] *See* Agency Prehearing Statement, Exhibit B, OEA Matter No. 1601-0059-20 (November 15, 2021).

accurate accounting of the backpay, weigh in favor of granting an award of attorney fees in the interest of justice.

Reasonableness of Attorney Fees

The burden is on the fee applicant to produce satisfactory evidence that the requested rates are in line with those prevailing in the community for similar services by lawyers of reasonably comparable skill, experience, or reputation. *Blum v. Stenson*, 465 U.S. 886 (1984). The best evidence of the prevailing hourly rate is ordinarily the hourly rate customarily charged in the community in which the attorney whose rate is in quest practices. *Save Our Cumberland Mountains v. Hodel*, 857 F.2d 1516 (D.C. Cir. 1988).

The OEA Board has determined that Administrative Judges of this Office may consider the so-called "Laffey Matrix" in determining the reasonableness of a claimed hourly rate.[21] This matrix is a "x-y" matrix, with the x-axis being the years (from June 1 of year one to May 31 of year two, *e.g*, 92-93, 93-94, etc.) during which the legal services were performed; and the y-axis being the attorney's years of experience. The axes are cross-referenced, yielding a figure that is a reasonable hourly rate. The Matrix calculates reasonable attorney fees based on the amount or work experience the attorney has and the year that the work was performed.

This Office's determination of whether an employee's attorney fees request is reasonable is based upon a consideration of the number of hours reasonably expended on the litigation, multiplied by a reasonable hourly rate.[22] Although it is not necessary to know the exact number of minutes spent nor the precise activity to which each hour was devoted, the fee application must contain sufficient detail to permit an informed appraisal of the merits of the application.[23] In determining the number of hours reasonably expended, billing judgment must be exercised, and nonproductive, duplicative, and excessive hours must be subtracted.[24]

In Employee's Motion for Attorneys' Fees, Cost or Related Expenses, filed February 28, 2022, Employee's counsel, Charles Tucker Jr., claims an hourly rate of $850 for legal services, with some services being assigned hourly rates of $750 and $200, presumably for work performed by associates or law clerks/paralegals. The motion further asserts that 477.5 hours of

---

[21] Around 2015, the United States Attorney's Office for the District of Columbia (USAO) introduced its own version of attorney's fees matrix to replace the *Laffey* matrix by the Legal Services Component of the Consumer Price Index (commonly referred to as the Legal Services Index or the "LSI") to evaluate requests for attorney's fees in civil cases in District of Columbia courts. While the USAO's matrix released in 2015 is a variation of the LSI *Laffey* matrix, the hourly rates provided by the LSI *Laffey* matrix are higher than the hourly rates in the USAO matrix. For purposes of analyzing the hourly rates in the instant matter, I find it appropriate to consider the rates in the USAO's matrix. Since 2015, this Office has used the matrix produced by the USAO for analyzing an award of attorney fees and often refers to the USAO's matrix interchangeably with the LSI *Laffey* matrix. *See Webster Rogers v. D.C. Public Schools*, Opinion and Order on Remand, OEA Matter No. 2401-0255-10AF16 (November 7, 2017); *See also Barbusin v. Department of General Services*, Second Addendum Decision on Attorney Fees, OEA Matter No. 1601-0090-18AF21 (April 29, 2021). *See DL v. District of Columbia*, 924 F.3d 585 (D.C. Cir. 2019) for a discussion on the various matrices.

[22] *Copeland v. Marshall*, 641 F.2d 880 (D.C. Cir. 1980); *See also Hensley v. Eckerhart*, 461 U.S. 424 (1983); *National Association of Concerned Veterans v. Secretary of Defense*, 675 F.2d 1319 (D.C. Cir. 1982).

[23] *Copeland, supra.*

[24] *See Henderson v. District of Columbia*, 493 A.2d 982 (D.C. 1985).

legal services were performed, for a total of $367,937.50 in attorney fees and costs. It is unclear how Mr. Tucker derived his $850 hourly rate despite the retainer agreement attached with his motion providing the following rates: $450 per hour for named principals; $275 per hour for associates and other principals; and $150 per hour for law clerks and paralegals. Presumably, Mr. Tucker relied upon the Laffey Matrix[25] to assert a claim of $850 hourly rate. However, in the Motion for Attorneys' Fees, Cost or Related Expenses, Mr. Tucker does not provide this Office with any details regarding his legal experience, such as the number of year he has been out of law school, to justify such an hourly rate.[26] As such, and in line with OEA's prior use of the USAO Attorney's Fees Matrix, I will perform an analysis based on the rates provided in the retainer agreement and not the $850 hourly rate provided in the invoice submitted with the attorney fees motion.

Agency asserts that the fees sought are not reasonable and go outside the scope of the January 24, 2022 Order allowing Employee to submit a motion for attorney fees. Agency further asserts that the invoice submitted with the Motion for Attorney Fees is outside the scope of the January 24, 2022 Order, as it lists dates of service prior to the April 2016 Initial Decision Order. The January 24, 2022 Order, granting Employee's Motion to Reopen for Enforcement and Assessment of Attorney Fees was issued pursuant to OEA Rule 634, 59 DCR 2129 (March 16, 2012). This order was issued to address a request for attorney fees sought from the inception of the instant matter, which dates back to November 2013. Mr. Tucker entered his appearance in this matter on May 13, 2015. Nothing in the January 24, 2022 Order should be construed to limit a consideration of attorney fees to services provided only for the enforcement/compliance aspect of this case. The OEA Rule, and corresponding statutory provision, D.C. Code § 1-606.08, allows for an award of reasonable attorney fees if an employee is determined to be the prevailing party. This potential award of attorney fees encompasses all legal services rendered in connection with a matter before OEA. As previously discussed, this matter has an extensive procedural history including litigation on the merits, along with litigation regarding enforcement/compliance.

While there are only seven (7) entries on the attached invoice for legal services provided prior to the April 22, 2016 Order, Mr. Tucker elected to assert a claim for attorney fees primarily for the legal services rendered in the instant enforcement/compliance action. In attempting to enforce the April 2016 OEA Order, Employee, through counsel, made an appeal to Superior Court before having the matter dismissed on jurisdictional grounds. Perplexingly, to date, Agency is still not in full compliance regarding the benefits and accurate accounting of the backpay in this matter. Strikingly, Agency seems to acknowledge its shortcomings regarding the annual leave hours owed to Employee.[27] Additionally, despite Agency's contention that it has provided the Backpay worksheet and package associated with the backpay owed, the documents are incomplete and sometimes contradictory.

---

[25] See http://laffeymatrix.com/see.html (last visited on September 19, 2022).
[26] Assuming *arguendo,* that Mr. Tucker's legal experience was provided in the motion, as discussed above, I find it appropriate to consider the rates in the USAO's matrix rather than the LSI *Laffey* Matrix.
[27] *See* Agency's Motion to Close Issue of Compliance and Response to Employee's Motion for Attorney's Fees, Costs or Related Expenses, at 2, FN 4 (OEA Matter No. 1601-0059-20).

The undersigned notes that the instant OEA matter had some overlap with a parallel federal case also brought by Employee against the District government. However, in the April 2016 Initial Decision, I made clear that the federal issues raised by Employee were outside the purview of this Office and would not be addressed in this forum. Several of the time entries in Mr. Tucker's invoice includes work performed related to Employee's federal matter. For example, a time entry, dated January 6, 2020, states that the services rendered were regarding an email about a Rule 68 Offer of Judgment that was raised in the federal matter. Additionally, many of the time entries claimed in the invoice relate to Employee's second OEA matter (OEA Matter No. 1601-0059-20).[28] The second OEA matter has been held in abeyance and a ruling on the merits has not been made; thus, there is no prevailing party and a request for attorney fees is not appropriate at this juncture. Furthermore, the description of services listed in several of the entries in the invoice do not provide enough details to discern whether the legal services claimed are related to the instant OEA matter. Accordingly, I find it appropriate and reasonable to reduce the total number of hours claimed by Mr. Tucker by half, for a total of 238.75 hours.

Next, to determine a reasonable amount of attorney fees, the total number of hours reasonably expended—238.75—is multiplied by the reasonable hourly rate of $450 set forth in the retainer agreement submitted with Mr. Tucker's Motion for Attorney Fees.[29] This amounts to $107,437.50. Accordingly, and in the interest of justice, I find that Mr. Tucker is entitled to an award of reasonable attorney fees as set forth above, although at a substantial reduction from the claimed hours expended and hourly rate of attorney fees requested.

I find that Mr. Tucker's representation of Employee has served as, and continues to serve as, an integral part in Employee's successful appeal before this Office. This includes Mr. Tucker's efforts to attempt to get Agency to come into full compliance with the April 2016 Initial Decision Order. Accordingly, Employee's Motion for Attorneys' Fees, Cost or Related Expenses is granted.

ORDER

It is hereby **ORDERED** that Agency pay, within thirty (30) days from the date on which this addendum decision becomes final, **$107,437.50 (One Hundred-Seven-Thousand Four-Hundred-Thirty-Seven and 50/100)** in attorney fees.

FOR THE OFFICE:

/s/ Arien P. Cannon
ARIEN P. CANNON, ESQ.
Administrative Judge

[28] See time entries dated March 1, 2020, and March 16, 2020, pertaining to a 15-day notice. This 15-day notice is in reference to the second OEA matter which ultimately led to Employee's subsequent removal.
[29] Because the total number of hours claimed in the Motion for Attorney fees was reduced by half, the time entries for services performed by associate attorneys and paralegals/law clerks will not be a part of the equation for purposes of an award here.