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**THE DISTRICT OF COLUMBIA
BEFORE
THE OFFICE OF EMPLOYEE APPEALS**

_____)	
In the Matter of:)	
)	
STEPHEN YOUNG,)	
Employee)	
)	OEA Matter No. 1601-0046-16
v.)	
)	Date of Issuance: February 22, 2017
UNIVERSITY OF THE)	
DISTRICT OF COLUMBIA,)	
Agency)	
_____)	
Stephen Young, Employee, <i>Pro Se</i>)	Michelle R. Harris, Esq.
Anessa Abrams, Esq., Agency Representative)	Administrative Judge

INITIAL DECISION

INTRODUCTION AND PROCEDURAL BACKGROUND

On May 9, 2016, Stephen Young (“Employee”), filed a Petition for Appeal with the Office of Employee Appeals (“OEA” or “Office”) contesting the University of the District of Columbia’s (“Agency” or “UDC”) decision to terminate him from his position as a Sergeant with the UDC Police Department. The effective date of the termination was April 8, 2016. On May 27, 2016, and June 30, 2016, Agency filed Motions for extensions of time to file its Answer. On July 29, 2016, Agency filed its Answer to Employee’s Petition for Appeal.

This matter was assigned for mediation, and on October 28, 2016, an initial mediation conference was held. A subsequent meditation was held on November 1, 2016. On January 18, 2017, Agency filed a Stipulated Dismissal indicating that Employee was withdrawing his Petition for Appeal. The dismissal stipulated that both parties agreed the matter should be dismissed with prejudice, with each party bearing its own costs and attorneys’ fees incurred in this action.¹ The dismissal notice bears Employee’s signature and was notarized. I was assigned this matter on February 17, 2017. The record is now closed.

JURISDICTION

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

¹ Agency Stipulated Dismissal (January 18, 2017).

ISSUE

Whether this appeal should be dismissed based on the parties' stipulated dismissal.

FINDINGS OF FACTS, 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In the instant matter, since the parties have agreed and executed a stipulated dismissal, and Employee has voluntarily withdrawn his Petition for Appeal, I find that Employee's Petition for Appeal should be dismissed with prejudice.

ORDER

It is hereby **ORDERED** that Employee's petition in this matter is **DISMISSED WITH PREJUDICE**.

FOR THE OFFICE:

Michelle R. Harris, Esq.
Administrative Judge