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THE DISTRICT OF COLUMBIA

BEFORE

THE OFFICE OF EMPLOYEE APPEALS

_____)	
In the Matter of:)	
)	
LAURA JACKSON,)	
Employee)	OEA Matter No. 2401-0020-10R17AF20
)	
v.)	Date of Issuance: November 18, 2020
)	
D.C. DEPARTMENT OF HEALTH,)	MONICA DOHNJI, Esq.
Agency)	Senior Administrative Judge
_____)	
Donald Temple, Esq., Employee's Representative)	
Milena Mikailova, Esq., Agency Representative)	

ADDENDUM DECISION ON ATTORNEY FEES¹

INTRODUCTION AND PROCEDURAL HISTORY

On October 6, 2009, Laura Jackson (“Employee”) filed a petition for appeal with the Office of Employee Appeals (“OEA”) contesting the District of Columbia Department of Health’s (“Agency”) action of terminating her employment through a Reduction-in-Force (“RIF”). Employee’s position of record at the time she was separated from service was Compliance Specialist. Employee worked in Career Service status at the time she was terminated. This matter was initially assigned to former Administrative Judge (“AJ”) Sommer Murphy. On April 19, 2013, she issued an Initial Decision (“ID”) upholding Agency’s decision to abolish Employee’s position. In November of 2013, Employee, through her attorney, appealed the AJ’s ID to the District of Columbia Superior Court, and later to the District of Columbia Court of Appeals, which remanded the case to the District of Columbia Superior Court with directions to remand the case to OEA for further proceedings. The Court explained that OEA should address the issue of errors in the calculation of Employee’s service computation date (“SCD”) which was not addressed in the ID. The Court also requested that OEA clarify what Agency must do to meet its burden.

Following former AJ Murphy’s promotion to Deputy General Counsel for OEA, this matter was reassigned to the undersigned AJ. On May 1, 2018, the undersigned issued an ID reversing Agency’s decision to abolish Employee’s position through a RIF. On July 28, 2020, Employee filed a Motion for Attorney’s Fees.² On August 20, 2020, Agency requested a one (1) week extension to

¹ This decision was issued during the District of Columbia's COVID-19 State of Emergency.

² Employee’s representative emailed the Parties’ Stipulation Regarding Date of Employee Attorney Fee Petition to OEA’s Deputy General Counsel Murphy on July 13, 2020. This email was forwarded to the undersigned.

submit its reply to Employee's Motion for Attorney's Fees via email. Thereafter, in an email dated August 25, 2020, Agency notified the undersigned that the parties had agreed to settle this matter and would like to stay the proceedings for thirty (30) days. On August 26, 2020, Agency filed a Joint Motion to Stay Proceedings. The undersigned emailed the parties on October 16, 2020, requesting the status of the settlement negotiations. Agency advised the undersigned in an email dated October 19, 2020, that the parties had reached a settlement agreement and were finalizing the settlement agreement. Subsequently, on November 1, 2020, Agency notified the undersigned that the parties had fully executed the settlement agreement and that Employee's representative would submit a filing withdrawing any outstanding issues before OEA. After a follow up email from the undersigned on November 4, 2020, to the parties, Employee's representative filed a Voluntary Dismissal stating that "...Employee, Laura Jackson, hereby dismisses the immediate matter, having executed an agreement regarding legal fees." 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 requested that the matter be dismissed, I find that Employee's Motion for Attorney's Fees and Expenses should be dismissed.

ORDER

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

FOR THE OFFICE:

MONICA DOHNJI, Esq.
Senior Administrative Judge