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**THE DISTRICT OF COLUMBIA**

**BEFORE**

**THE OFFICE OF EMPLOYEE APPEALS**

_____	)	
In the Matter of:	)	
	)	
ROBERT LAYNE	)	OEA Matter No. 1601-0127-10
Employee	)	
	)	Date of Issuance: February 18, 2011
v.	)	
	)	Lois Hochhauser, Esq.
D.C. DEPARTMENT OF YOUTH AND	)	Administrative Judge
REHABILITATION SERVICES	)	
Agency	)	
_____	)	
Glenn Adams, Employee Representative	)	
Charles Tucker, Jr., Esq., Agency Representative	)	

**INITIAL DECISION**

INTRODUCTION AND STATEMENT OF FACTS

Robert Layne, Employee herein, filed a petition with the Office of Employee Appeals (OEA) on June 5, 2009, appealing the final decision of the D.C. Department of Youth and Rehabilitation Services, Agency herein, to terminate his employment as a Correctional Officer, effective May 8, 2009. At the time of his removal, Employee was in career and permanent status.

On April 29, 2010, Senior Administrative Judge Joseph Lim issued an Initial Decision in which he dismissed the appeal, based on his understanding that a settlement had been reached by the parties.<sup>1</sup> On June 5, 2010, Employee filed a Petition for Review with the OEA Board on September 17, 2010 contending that the parties had not settled the matter. On October 25, 2010, this Board issued its Opinion and Order on Petition for Review granting the petition and remanding the matter.

This Administrative Judge was assigned this appeal on November 5, 2010. By Order dated November 9, 2010, a status conference was scheduled for December 3, 2010. At the status conference, Glenn Adams entered his appearance on behalf of Employee. A hearing was scheduled for January 31, 2011. On January 12, 2011, with the consent of the parties, the hearing was continued until February 11, 2011.

<sup>1</sup> A "Corrected Initial Decision" was issued on May 5, 2010. The corrections are not relevant to this proceeding.

At the beginning of the proceeding on February 11, 2011, the representatives stated that the matter had been successfully resolved. Mr. Adams stated that he had reviewed and discussed the terms of the Agreement with Employee, and that Employee agreed with the provisions and had signed the document. The Employee concurred. The Administrative Judge then read the entire document aloud, and asked Employee if he understood and agreed with the terms. Employee stated again that he understood and agreed with the terms. Two provisions were revised, and the revisions were initialed by Employee and the representatives. This Agreement could not become final until it was executed by the Interim Director. According to the terms of the Agreement, the Employee withdrew the petition for appeal on the record, contingent on receipt by OEA of the Agreement signed by the Interim Director. The Administrative Judge stated she would issue an Order closing the record upon her receipt of the fully executed Agreement. The parties agreed. On February 15, 2011, Agency filed the fully executed Agreement. On February 18, 2011, an Order was issued closing the record.<sup>2</sup>

### JURISDICTION

This Office has jurisdiction pursuant to D.C. Office Code Section 1-606.03 (2001).

### ISSUE

Should this matter be dismissed?

### FINDINGS OF FACT, ANALYSIS AND CONCLUSIONS

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.

The parties submitted a Settlement Agreement signed by the parties and their representatives. Employee consented on the record to the terms of the Agreement. One of the terms of the Agreement is that Employee agreed that his petition would be withdrawn without further action on his part once the Settlement Agreement was signed by the Interim Director. The Interim Director signed the Agreement on February 15, 2011 and the fully executed Agreement was received by the Administrative Judge on February 18, 2011, at which time she issued an Order closing the record.

The Administrative Judge commends the parties on their successful resolution of this matter, and concludes that the petition should be dismissed with prejudice

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<sup>2</sup>Employee contacted the Administrative Judge on the morning of February 18, 2011 asking if she had received a copy of the fully executed Agreement. She advised him that she had just received the document and would immediately issue an Order closing the record and issue the Initial Decision dismissing the petition. Employee agreed.

ORDER

It is hereby ORDERED that the petition for appeal is DISMISSED with prejudice.

FOR THE OFFICE:

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Lois Hochhauser, Esq.  
Administrative Judge