The OAG

Community Dispute Resolution Program

441 4th Street, N.W., Washington, D.C.

The Office of the Attorney General seeks to ensure that our services and programs are fully accessible to all. In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code, Section 2-1401.01 *et*. *seq*., (Act) the Office of the Attorney General and the District of Columbia do not discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, matriculation, political affiliation, disability, genetic information, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is also prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated. Violators will be subject to disciplinary action.

In addition, if you do you require any accommodation due to a disability or impairment to participate in this or other Office of Attorney General service or program, please contact Tonia Robinson at (202) 724-6516.

Community Dispute Resolution Program

The Civil Litigation Division in The Office of the Attorney General (OAG) operates a Community Dispute Resolution Program. The Program provides for mediation or alternative dispute resolution of certain monetary claims for property damage or personal injury asserted against the District of Columbia. The program provides a quick, fair, and informal way of resolving claims while saving all parties money and time. In this program, the parties will initially attempt to informally mediate a settlement of the case directly with each other. If informal mediation directly between the parties is unsuccessful, the parties may elect to appear before a neutral mediator to present the claim. The neutral mediator, who may be a retired judge or attorney, will hear claims and conduct binding or non-binding mediation.

If the parties agree to binding mediation, the neutral mediator’s decision is final, and is not appealable or subject to judicial review. If the parties agree to non-binding mediation, the parties may agree to accept the award, or they may reject it and proceed with the court case. The ceiling on all awards is $50,000—the Program will not accept claims exceeding $50,000.

If you have any questions, please contact Tonia Robinson at (202) 724-6516.

Program Requirements and Procedure:

Program Eligibility

* Only cases seeking monetary damages are eligible for inclusion in the program. Cases seeking other types of relief, such as injunctive or declaratory relief, are not eligible for the Program.
* Cases in which the question whether the conduct was within the employee’s duties or “scope of employment” is at issue or in which there is an individually named employee as defendant are not eligible for this program unless all named defendants agree to participate in this program.
* The maximum amount of money damages that can be sought or awarded is $50,000.
* No attorney’s fees or costs can be awarded.

Procedure

* A plaintiff will initially agree to participate in an informal mediation directly with the District. If the case is not resolved in that mediation, the parties may agree to binding or non-binding dispute resolution or mediation before a neutral mediator.
* The informal mediation will occur first and will be handled directly by counsel for the plaintiff and for the District of Columbia. The informal mediation will be convened by either the Deputy or Assistant Deputy of the Civil Litigation Division.
* If the informal mediation results in a settlement, the parties will confirm the settlement in writing, and thereafter execute a written release and all necessary documents.
* If the informal mediation is unsuccessful, the parties may discontinue their mediation effort and continue with the case in court. Alternatively, the parties may elect to have the matter heard and decided by a neutral mediator. Under this approach, each side will present their case to the neutral mediator, who will decide what amount, if any, should be awarded. Following each side’s presentation of their case and their evidence, but before the neutral mediator issues a decision, the parties will decide whether the neutral mediator’s decision will be binding or non-binding. Both parties must agree that the decision will be binding. If both parties do not agree that the neutral mediator’s decision will be binding, the mediator’s decision will be non-binding.
* If the parties agree to a binding decision by the neutral mediator, the parties will also agree in writing that the neutral mediator’s decision is a full resolution of the claim and that the parties are foregoing any further litigation or consideration of the claim under any theory of liability in court or in any other forum or proceeding.
* This agreement to binding mediation will not create any right, entitlement or benefit to any person not a party to the agreement. The only benefit the plaintiff has under the agreement for binding mediation is for the payment of an award if binding mediation is agreed to and there is a final decision with an award in favor of the plaintiff.
* Each side will agree to a “non-disparagement” restriction under which neither side may make derogatory remarks or negative comments about the other side, the underlying incident or the mediation.
* The mediation decision shall not be admissible (or relied upon by the party or any third party) in any other litigation or court or proceeding other than in a proceeding to enforce any agreement reached to resolve the matter.
* There is no right to subpoena witnesses or to compel the attendance of a witness or production of document(s) to the mediation proceeding.
* There is no right to discovery.
* There is no motions practice.
* Either party may appear pro se or with counsel.
* The mediation proceeding is limited to the mediator and the parties – it is not a public proceeding.
* The rules of evidence as applicable to an agency or administrative proceeding shall apply.
* All decisions of the mediator and all agreements reached are not subject to any appeal or judicial review of any kind.
* The proceeding shall not be recorded.
* In exchange for the government agreeing to the resolution, the payment shall be treated as a mediated settlement.
* The plaintiff will dismiss the pending civil action with prejudice or as settled prior to the payment of any mediation award.
* The mediator shall complete the attached Disposition form after the mediation proceeding.
* If there is a payment owed to plaintiff, the plaintiff agrees to provide a signed release or settlement agreement and a signed W-9 tax form.
* Any payment made by the District will be subject to collection by the District of any outstanding tax liens, Medicaid/Medicare liens and/or delinquent child support payments.
* Any payment owed to the plaintiff may not be assigned to a third party without prior written consent by the District of Columbia.
* Any dispute over the terms of the settlement are subject to District of Columbia law and may be litigated only in a Court in the District of Columbia.
* Any statements made by a party or their counsel during any proceeding or meeting or conference call in this matter shall not be used in any subsequent proceeding or litigation except to enforce a settlement or binding dispute resolution mediation award.

The OAG

Community Mediation/Dispute Resolution Center Agreement

I agree as follows to the terms and conditions for my participation in the OAG Community Mediation/Dispute Resolution Center

* The court case or claim involves monetary (money) damages only.
* The maximum amount of money/damages that can be requested or awarded is $50,000.
* The mediation can be binding or non-binding.
* No attorney’s fees or costs are recoverable.
* If the parties desire binding mediation before a neutral mediator/arbiter, both parties must agree that the mediation will be binding. The parties will not agree to binding mediation until after they have presented their cases and supporting evidence to the neutral mediator/arbiter. If the parties choose binding mediation, the mediation resolution will be a full resolution on all issues and the parties agree to forgo any further claim in any other forum, court, or administrative body under any theory of liability.
* I understand to binding mediation, the decision or result of the proceeding is not binding until the decision is issued. Any decision shall not be admissible (or relied upon by the party or any third party) in any other litigation or court or proceeding.
* This agreement does not create any right, entitlement or benefit to any person not a party to the agreement. The only benefit I have under this agreement is for the payment of a settlement if binding mediation is agreed to and there is a final decision with an award in my favor.
* The parties agree not to make negative comments about the other side(s), the underlying incident or this mediation.
* There is no right to subpoena witnesses or to compel the attendance of a witness or compel the production of documents to the mediation proceeding.
* There is no right to discovery.
* There is no motions practice.
* Each party may appear with counsel or without counsel (pro se).
* The mediation proceeding is limited to the mediator and the parties-it is not public.
* The rules of evidence shall be relaxed.
* If the parties have agreed to binding mediation and a final decision has been reached, the decision is final and not subject to any appeal or judicial review of any kind.
* If the parties only agreed to non-binding mediation, the decision is not final. Both parties are free to accept or reject the non-binding mediation decision.
* The proceeding shall not be recorded in any way.
* In exchange for all parties agreeing to binding mediation, the decision and payment shall be treated as a mediated settlement.
* If I prevail in binding mediation or the parties reach a settlement, I will dismiss any pending civil action with prejudice prior to the payment of any mediation award or settlement. If there is no lawsuit pending, I will sign a release in exchange for the payment.
* Cases in which “scope of employment” is at issue and/or and in which there is an individually named employee as defendant are not eligible for this program unless all named defendants agree to participate in this mediation proceeding.
* The mediator shall complete the attached Mediation Disposition Form after the mediation proceeding.
* If there is a payment owed to me, I agree to provide a signed release and a signed W-9 tax form. I understand that the District cannot make any payment to me without a signed release and a signed W-9 tax form.
* Any payment made by the District will be subject to collection by the District of any outstanding tax liens, Medicaid/Medicare liens and/or delinquent child support payments.
* I agree that any payment owed to me may not be assigned to a third party without prior written consent by the District of Columbia.
* I agree that any dispute over the terms of the settlement are subject to District of Columbia law and may be litigated only in a Court in the District of Columbia.
* I agree that any statements made by a party or their counsel during any proceeding or meeting or conference call in this matter shall not be used in any subsequent proceeding or litigation except to enforce a settlement or binding dispute resolution mediation award.

**Plaintiff** Date:

Initial Informal Mediation [ ]

Binding Mediation [ ] Non-Binding Mediation [ ]

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address and Telephone No:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Defendant District of Columbia** Date:

Initial Informal Mediation [ ]

Binding Mediation [ ] Non-Binding Mediation [ ]

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address and Telephone No:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mediator
Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**The OAG**

**Community Mediation Center**

**Mediation Disposition Form**

Case Name and Civil Action No (if applicable):

Date of Mediation :

Initial Informal Mediation [ ]

Binding Mediation/Dispute Resolution [ ]

 Non-Binding Mediation Dispute Resolution [ ]

**Disposition**

For Plaintiff [ ]

Amount $ \_\_\_\_\_\_\_\_\_\_\_

For Defendant(s) (if applicable) [ ]Signature of Mediator (if applicable) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

Signature of Plaintiff and/or Plaintiff’s counsel (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_