

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

**QUEEN E. GLYMPH,**

**Plaintiff,**

**v.**

**DISTRICT OF COLUMBIA,**

**Defendant.**

**Civil Action No. 01-1333 (JMF)**

**PROPOSED FINAL JUDGMENT**

**IT IS ORDERED THAT:**

1. In accordance with the jury's verdict, the defendant shall pay plaintiff \$50,000.
2. The defendant shall also pay the plaintiff \$105,300 for back pay plus prejudgment interest from the date of her termination until the date of payment calculated as indicated in Griffin v. Washington Convention Center, 2000 WL 174967 (D.D.C., July 21, 2000).
3. The defendant shall pay plaintiff \$129,765 in attorneys fees and expenses.
4. The defendant will offer to plaintiff any vacant position in the Department of Mental Health or at St. Elizabeth's Hospital that is comparable to the position she held and for which she is qualified. First, the District will collect all existing vacancy announcements and make them available to plaintiff who will then have a reasonable time to review them and apply for any existing vacancy. The District will then have to offer plaintiff any such position for which she is qualified,

provided that plaintiff's doctor certifies that she can perform the job without endangering her health. The District will have to offer plaintiff the position even though plaintiff may only be able to encumber it on a part-time basis and will need reasonable physical and environmental accommodations to fulfill the requirements of the position.

5. I will retain jurisdiction to adjudicate any dispute that emerges between the parties, including, but not limited to, the following: (1) whether the position(s) the District has available are comparable to the position that plaintiff had; (2) whether the plaintiff is qualified for the position(s) for which she will apply; (3) whether the physical and environmental accommodations plaintiff seeks to fulfill the requirements of the position(s) are reasonable.
6. If plaintiff refuses to accept an offered position and the District claims that the position is comparable and that it can accommodate plaintiff to fulfill its requirements on at least a part-time basis, I will determine the suitability of the position. Effective immediately, the District will pay plaintiff the salary she was earning when she was terminated, now adjusted to reflect the present salary of a person in her pay grade, and continue to pay her that salary until it offers her a position that is comparable (provided her doctor certifies that she is able to fulfill the requirements of a truly comparable position on at least a part-time basis with any necessary and reasonable accommodations).
7. If plaintiff's doctor certifies that plaintiff is only able to work on a part-time basis, the payment due plaintiff will be adjusted downward to reflect the following: (1)

that she is only working on a part-time basis and (2) that any disability payments she receives will be because she is still viewed as being partially disabled.

8. If, on the other hand, I determine that the position is comparable and that plaintiff can fulfill its requirements on at least a part-time basis, but plaintiff refuses to accept the position, the District will have no obligation to pay plaintiff anything more than the disability payments which she is or will be receiving.
9. If, after a period of time, her doctor certifies that plaintiff can fulfill the requirements of the position on a full-time basis, with reasonable accommodations, the District will offer her that position on a full-time basis with those reasonable accommodations. Again, I will retain jurisdiction to resolve any disputes that arise between the parties as to the fulfillment of the obligations I am imposing.
10. If plaintiff continues to receive Workmen's Compensation payments before she is re-employed, in addition to the salary I am requiring the defendant to pay, I will require plaintiff's counsel to cause those Workmen's Compensation payments to be placed in an escrow, interest bearing account, entitled "Richard W. Swick Glymph trust account." Once plaintiff is re-employed, I will entertain any application by the defendant for the return of the money in that trust account.

---

JOHN M. FACCIOLA  
UNITED STATES MAGISTRATE JUDGE

Dated: