

**BEFORE THE  
MERIT SYSTEM PROTECTION BOARD  
FOR  
MONTGOMERY COUNTY, MARYLAND**

**IN THE MATTER OF**

**[REDACTED],**

**APPELLANT,**

**AND**

**MONTGOMERY COUNTY  
GOVERNMENT,**

**EMPLOYER**

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**CASE NO. 21-35**

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**ORDER ACCEPTING SETTLEMENT AGREEMENT**

On February 16, 2021, Appellant filed the above captioned appeal with the Merit System Protection Board (MSPB or Board). The appeal pertains to the decision of the Department of Alcohol Beverage Services to terminate Appellant from a Liquor Store Clerk I position.

On July 7, 2021, the parties notified the Board that they had entered into a settlement agreement and, the next day, they filed with the Board a fully executed settlement agreement resolving the appeal.

The Board finds that it has jurisdiction to accept the settlement agreement into the record. MCPR § 35-15; MSPB Case No. 17-12 (2017); MSPB Case No. 16-10 (2016); MSPB Case No. 15-24 (2015). *Cf., Pleshaw v. OPM*, 98 M.S.P.R. 478, 480 (2005). Pursuant to Montgomery County Personnel Regulations (MCPR), § 35-15(b), the MSPB retains jurisdiction to interpret and enforce the terms of the settlement agreement.

The Board has reviewed the settlement agreement carefully and notes that the agreement is lawful on its face and that the agreement was freely entered into by the parties. MSPB Case No. 19-18 (2019); *McGann v. Department of Housing and Urban Development*, 56 M.S.P.R. 17, 18 (1992). Therefore, the Board agrees to accept the settlement agreement into the record.

Accordingly, the Board hereby **ORDERS**:

1. That the settlement agreement filed by the parties in this matter be entered into the Board's records;

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2. That within 45 calendar days of this Order the County provide the Board with written certification, copied to Appellant, that it has paid Appellant the full sum agreed to and otherwise fully implemented the terms of the settlement agreement;
3. That the appeal in MSPB Case No. 21-35 be and hereby is **DISMISSED** as settled, with prejudice;
4. That the Board will retain jurisdiction over any disputes that arise concerning the interpretation or enforcement of the settlement agreement.

For the Board  
July 12, 2021



Harriet E. Davidson  
Chair