

DISTRICT OF COLUMBIA COURT OF APPEALS

White v. District of Columbia Water & Sewer Authority

962 A.2d 258 (D.C. 2008) · No. No. 07-CV-407 · Decided December 18, 2008

SUMMARY

The District of Columbia Court of Appeals affirmed a judgment awarding James White damages for breach of an implied employment contract against the District of Columbia Water and Sewer Authority. The court held that WASA's adoption of its own personnel and compensation system displaced application of the Federal Back Pay Act's attorney-fee provision. The court also upheld denial of reinstatement and additional job-related benefits because White had not shown manifest error or identified uncompensated benefits.

CASE DETAILS

|                       |                                                                                                                                                                                                                                                                                                             |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COURT                 | District of Columbia Court of Appeals                                                                                                                                                                                                                                                                       |
| WRITING FOR THE COURT | Per Curiam; Glickman, Associate Judge; Blackburne-Rigsby, Associate Judge; Farrell, Associate Judge, Retired                                                                                                                                                                                                |
| JURISDICTION          | District of Columbia                                                                                                                                                                                                                                                                                        |
| DECIDED               | December 18, 2008                                                                                                                                                                                                                                                                                           |
| DOCKET                | No. 07-CV-407                                                                                                                                                                                                                                                                                               |
| DISPOSITION           | affirmed                                                                                                                                                                                                                                                                                                    |
| PROCEDURAL POSTURE    | White appealed after a jury awarded him damages for breach of an implied employment contract following his discharge. He challenged the trial court's refusal to award attorney fees under the Federal Back Pay Act, refusal to order reinstatement, and refusal to award unspecified job-related benefits. |
| STANDARD OF REVIEW    | A post-judgment motion to alter or amend under Super. Ct. Civ. R. 59(e) requires a showing of manifest error of law or fact or manifest injustice. The appellate court reviewed the legal entitlement to attorney fees and reinstatement under the applicable statutes and common-law remedies.             |
| PRECEDENTIAL VALUE    | Published opinion; precedential                                                                                                                                                                                                                                                                             |
| PARTIES               | James White v. District of Columbia Water and Sewer Authority                                                                                                                                                                                                                                               |

TOPICS

breach of contract

employment contracts

remedies

statutory interpretation

appellate procedure

## PRACTICE AREAS

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## QUESTIONS PRESENTED

1. Whether employees of WASA remained entitled to attorney fees under the Federal Back Pay Act through the District of Columbia Comprehensive Merit Personnel Act.
2. Whether White was entitled to reinstatement as a remedy for his common-law breach-of-implied-employment-contract claim.
3. Whether the trial court erred by refusing to award additional compensation for unidentified job-related benefits.

## HOLDINGS

1. WASA's adoption of its own personnel and compensation system exempted the Authority from the Comprehensive Merit Personnel Act's compensation provisions, including the Federal Back Pay Act's attorney-fee provision.
2. White was not entitled to reinstatement because he failed to show manifest error or manifest injustice in the trial court's refusal to grant that remedy, and reinstatement is not normally ordered in common-law breach-of-employment-contract cases absent a contractual provision authorizing equitable relief.
3. The trial court properly refused to award additional compensation for job-related benefits because White's conclusory argument did not identify any benefits allegedly lost beyond those reflected in the jury's monetary award and therefore did not establish manifest error.

## KEY QUOTATIONS

*“The jury awarded White damages for common law breach of an implied employment contract, the kind of action in which loss of past and projected future income is normally reduced to monetary damages to make the prevailing plaintiff whole.”* (962 A.2d at 260)

*“On the other hand, “[a]lthough most remedial labor statutes specifically authorize courts to order reinstatement of employees fired in violation of the statute, reinstatement is not normally ordered in common law cases.”*” (962 A.2d at 260)

## FACTUAL BACKGROUND

WASA discharged White from his employment in 2003. A jury found in White's favor on his breach-of-contract claim and awarded damages. White sought attorney fees under the Federal Back Pay Act, reinstatement, and compensation for job-related benefits allegedly lost because of the termination.

## PROCEDURAL HISTORY

White sued WASA for breach of contract, violations of the District of Columbia Family and Medical Leave Act, and discrimination under the District of Columbia Human Rights Act. The latter two claims were dismissed before trial, and the jury awarded White damages on the breach-of-contract claim. The trial court denied White's post-verdict motion to alter or amend the judgment, and the District of Columbia Court of Appeals affirmed.

## DISPOSITION

affirmed

## CASES CITED

- Mitchell v. District of Columbia, 736 A.2d 228, 229 n. 1 (D.C. 1999)
- American Fed'n of Gov't Employees (AFGE) v. District of Columbia Water & Sewer Auth., 942 A.2d 1108, 1112-13 (D.C. 2007)
- Zenian v. District of Columbia Office of Employee Appeals, 598 A.2d 1161, 1165 (D.C. 1991)
- District No. 1-Pac. Coast Dist., Marine Eng'rs Beneficial Ass'n v. Travelers Cas. & Sur. Co., 782 A.2d 269, 278-79 (D.C. 2001)
- Loeffler v. Frank, 486 U.S. 549, 558 n. 6, 108 S. Ct. 1965, 100 L. Ed. 2d 549 (1988)
- Kakaes v. George Washington Univ., 790 A.2d 581, 583 (D.C. 2002)
- District of Columbia v. Jones, 442 A.2d 512, 524 (D.C. 1982)
- District of Columbia v. Hunt, 520 A.2d 300 (D.C. 1987)