

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>TROY THOMPSON</b>	:	<b>CIVIL ACTION</b>
	:	
v.	:	
	:	
<b>DEPARTMENT OF VETERANS AFFAIRS,</b>	:	<b>NO. 16-6501</b>
<i>et al.</i>	:	

**MEMORANDUM**

**KEARNEY, J.**

**July 18, 2017**

With buyers’ remorse, a *pro se* plaintiff filed this complaint after settling the same dispute and releasing these same claims. His lawyer in the first suit negotiated a final settlement enforced by Judge Heffley which released all causes of action. Two weeks later, the plaintiff filed this *pro se* complaint. The plaintiff did not appeal Judge Heffley’s order enforcing the settlement. Defendants move to dismiss this second action as barred by the parties’ settlement agreement and release as enforced by a final order. Plaintiff does not oppose. We grant Defendants’ Motion in the accompanying Order and dismiss his duplicative complaint.

**I. Background**

On August 16, 2016, Troy Thompson, represented by counsel, sued Robert A. McDonald, the then Secretary of the Department of Veterans Affairs, the Department of Veterans Affairs, and Shari Aughtry, Gregory Weller, and Elizabeth Helsel, all employees of the Department of Veterans Affairs Medical Center in Philadelphia (collectively the “VA”).<sup>1</sup> He alleged discrimination on the basis of gender in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.* and the Pennsylvania Human Relations Act, 43 P.S. § 951 *et seq.* The VA answered on November 4, 2016 and, on November 10, 2016, the parties consented to refer the case to Judge Heffley.

On December 16, 2016, while litigation in the First Action remained ongoing, Mr. Thompson again sued the VA and its employees applying to proceed *in forma pauperis* (the “Second Action”).<sup>2</sup> The Clerk assigned the Second Action to us as a related case to the First Action. Defendants assert neither they nor Mr. Thompson’s counsel knew he filed the Second Action.<sup>3</sup> On January 19, 2017, we denied Mr. Thompson’s application to proceed *in forma pauperis* and ordered he pay the applicable filing fee by February 20, 2017 if he intended to proceed with his case.<sup>4</sup>

On February 7, 2017, the parties attended a settlement conference with Judge Lloret in the First Action and reached a settlement agreement.<sup>5</sup> In exchange for a cash settlement, Mr. Thompson agreed, *inter alia*, to release and discharge the United States and the VA and its agents and employees from any and all claims and dismiss with prejudice any and all federal lawsuits, EEOC complaints, and all other pending administrative complaints or grievances.

Despite reaching a settlement on February 7, 2017, Mr. Thompson filed his complaint on February 21, 2017 in this Second Action.

Mr. Thompson then refused to sign the Settlement Agreement. On March 21, 2017, the VA moved to enforce the Settlement Agreement in the First Action. Following a hearing on the motion to enforce the Agreement, Judge Heffley granted the VA’s motion, and ordered the matter settled “on the terms stated in the draft Stipulation for Compromise Settlement and Release” and closed the matter.<sup>6</sup>

The VA contends Judge Heffley “verbally ordered” Mr. Thompson to execute the Agreement and send her a copy of the executed Agreement by June 12, 2017, and, specifically addressing the Second Action, ordered Mr. Thompson to withdraw the Second Action according to the terms of the Agreement.<sup>7</sup>

Mr. Thompson did not sign the Settlement Agreement or withdraw the Second Action. The VA moved to dismiss the Second Action as settled. Mr. Thompson elected not to respond to the VA's motion.<sup>8</sup>

## **II. Analysis**

Defendants argue we must dismiss the Second Action because the terms of the Settlement Agreement required Mr. Thompson to release any and all claims against the VA and Judge Heffley ordered the matter settled under the terms of the parties' Agreement. We agree and dismiss his Second Action.

Judge Heffley addressed whatever objection Mr. Thompson had or has to the Settlement Agreement at her hearing. Mr. Thompson's attorney represented his interests at the hearing. Judge Heffley ordered the matter settled on the terms of the parties' Agreement and closed the matter, a final order.<sup>9</sup> Mr. Thompson did not appeal from Judge Heffley's June 9, 2017 Order. There is a final order granting the VA's motion to enforce the Settlement Agreement under its terms and closing the matter.

Under the terms of the Settlement Agreement enforced by Judge Heffley, Mr. Thompson released all claims against the VA and its officers, agents, and employees:

Thompson hereby releases and forever discharges the ... United States Department of Veterans Affairs, their past and present respective officers, agents, and employees, from any and all claims, demands, suits, rights, damages, ... administrative remedies (including but not limited to Merit Systems Protection Board or Equal Employment Opportunity Commission filings), and ***causes of action and grievances of any and every kind, nature and character, known and unknown, which Thompson may now have or has ever had against the VA***, or any of its officers, agents, and employees, which arose in whole or in part from Thompson's employment relationship with the VA.<sup>10</sup>

Mr. Thompson additionally agreed:

[He] ***shall dismiss with prejudice any and all Federal Lawsuits***, EEO Complaints, MSPB appeals, and all other pending administrative complaints or grievances.<sup>11</sup>

Judge Heffley already found Mr. Thompson settled and released all claims he “may now have or has ever had against the VA” and “shall dismiss with prejudice any and all Federal Lawsuits,” including the claims brought in this, Second Action. We dismiss Mr. Thompson’s action as barred by his Settlement Agreement with the VA.

### **III. Conclusion**

We grant Defendants’ motion and dismiss this action in the accompanying Order.

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<sup>1</sup> *Thompson v. McDonald, et al.*, No. 16-4515 (the “First Action”).

<sup>2</sup> ECF Doc. No.1.

<sup>3</sup> The docket reflects service of the Second Action on the United States on March 1, 2017. *See* ECF Doc. No. 5.

<sup>4</sup> January 19, 2017 Order (ECF Doc. No. 3). Mr. Thompson finally filed the Second Action on February 21, 2017, two months after settling his claims before Judge Lloret.

<sup>5</sup> The parties’ agreement is memorialized in a “Stipulation for Compromise Settlement and Release” (the “Settlement Agreement”). *See* Exhibit “A” to the VA’s motion at ECF Doc. No. 12.

<sup>6</sup> June 9, 2017 Order (ECF Doc. No. 23, No. 16-4515).

<sup>7</sup> The VA did not provide us with a transcript of the June 2, 2017 hearing.

<sup>8</sup> On June 20, 2017, Mr. Thompson filed Requests for Entry of Default against all Defendants in this action (ECF Doc. Nos. 13-19).

<sup>9</sup> Judge Heffley, with the parties’ consent to refer the action to her, had the authority to enter final judgment under 28 U.S.C. § 636(c) and Fed. R .Civ. P. 73. *See Phinisee v. Laysen*, 627 F.App’x 118, 120 n.3 (3d Cir. 2015) (noting parties’ consent to the magistrate judge’s authority to conduct all proceedings and enter final judgment).

<sup>10</sup> Agreement at ¶ 4 (Exhibit A to ECF Doc. No. 12) (emphasis added).

<sup>11</sup> *Id.* at ¶ 21 (emphasis added).