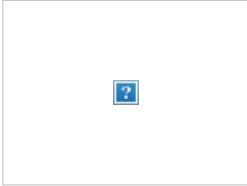


WOMAN SAYS SHE DIDN'T AUTHORIZE COUNSEL TO NEGOTIATE SETTLEMENT WITH COMPANY



Following her termination, a woman filed a lawsuit against her former employers. Both parties discussed a settlement, and the company believed that an agreement had been reached. But the woman refused the company's check, claiming that she had not authorized her counsel to negotiate the settlement. The woman was employed at Journal Publishing Company, in the press department, for about three years. She was fired for excessive absences and later brought action against the company, alleging Title VII violations of the Civil Rights Act, to include sexual harassment and retaliation. A pre-trial conference was held in a district court less than a month before the trial date and both sides debated a probable settlement. The woman claims to not remember the discussion, but her counsel at the time says that the woman demanded 50,000 dollars with the company countering at 5,000. Discussions continued via email and phone calls, and the parties finally agreed to 9,600 dollars to settle. A check was subsequently set for release to the woman's counsel, but the plaintiff would not accept the settlement. After several months of inactivity, the company had the check hand-delivered to the woman's attorney, who ultimately withdrew from representing the former employee, as she maintained her refusal to accept the settlement.



The company made a motion to have the settlement enforced, stating that it had no reason to believe that the lawyer did not have the authority to negotiate the settlement on the client's behalf. The woman, now without counsel, held true to her assertion that she had never consented to the attorney discussing terms of a settlement. A district court held an evidentiary hearing and found that the woman had not adequately proven that her previous lawyer had no authority to settle the case, noting that it was "very clear" that he was left with "general authority." The court ordered that the settlement be enforced. On appeal, the woman cited four issues, but the three relating to the Title VII claims were disregarded, as they were never addressed by the district court. This left only a charge of the court erring in its decision to enforce the settlement. Appellate judges, in their decision, referenced a prior case which stated that "an attorney of record is presumed to have authority to compromise and settle litigation of his client." The woman, therefore, was required to provide proof that her counsel was not authorized to settle on her behalf. The appeals court found no such basis for the woman's argument. It did not believe the district court had abused its discretion, since it had held an evidentiary hearing as required, listened to proffered evidence, and found no merit in the plaintiff's claims. Appellate judges did not believe that the woman had shown erroneous conduct from the district court or that the settlement agreement was invalid. Accordingly, the appeals court affirmed the company's motion to enforce the settlement.