

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

JANE ANDERSON : CIVIL ACTION  
 :  
 v. :  
 :  
 UNITED STATES POSTAL SERVICE :  
 :  
 v. :  
 :  
 ROSITA HILLS : NO. 97-3112

**MEMORANDUM AND ORDER**

HUTTON, J.

February 18, 1998

Presently before the Court is the Petition of Third-Party Defendant Rosita Hills to Enforce Settlement and Defendant United States of America's Notice of Joinder in Petition to Enforce Settlement. For the foregoing reasons the Petition is granted.

**I. BACKGROUND**

This action began with a collision between a United States Post Office truck and an automobile operated by Third-Party Defendant Rosita Hills. Jane Anderson, the Plaintiff in this action, sustained injuries as a passenger in Hills' car.

On March 31, 1997, Anderson filed a Complaint against the United States Government seeking damages for her personal injuries in the accident. In response to Anderson's suit, the Government impleaded Hills as a third-party defendant. Thereafter, in December 1997, the Government and Hills extended Anderson a joint settlement offer in the amount of seventeen thousand, five hundred

dollars (\$17,500) in exchange for a general release from all liability arising from the incident. At some point before January 5, 1998, Anderson's counsel--duly authorized by Anderson--orally agreed to the terms of the settlement agreement, and on January 5th counsel for the Government forwarded him a copy of the parties' written Stipulation for Compromise Settlement. When Anderson's counsel asked her to sign the release included in the settlement document, however, Anderson refused.

Hills and the Government now jointly move the Court to enforce the settlement agreement.

## II. DISCUSSION

As between attorney and client, "A lawyer shall abide by a client's decision whether to accept an offer of settlement of a matter." Pennsylvania Rules of Professional Conduct Rule 1.2(a). However, once the client has authorized the lawyer to settle a case, and the lawyer has done so, the client may not whimsically renege on her promise and refuse to uphold her end of the bargain. See Holbrook v. Acands, Inc., 1997 WL 52060, \*1 (E.D.Pa. February 3, 1997) (enforcing settlement where plaintiff failed to sign release after authorizing attorney to enter agreement). An otherwise valid settlement agreement is binding and enforceable even where only an oral agreement has been reached. See Compu Forms Control, Inc. v. Altus Group, Inc., 574 A.2d 618, 623 (Pa. Super. Ct. 1990) (citing Woodbridge v. Hall, 76 A.2d 205 (Pa. 1950)).

In the present case, Anderson authorized her lawyer to accept

the \$17,500.00 figure and later balked when asked to sign the release portion of the agreement. At the time of the agreement, however, Anderson's attorney was a duly authorized agent, fully capable of concluding the settlement without further input from his client. Accordingly, the Court finds the settlement agreement valid and binding upon Anderson, and holds her to the terms of the agreement. Therefore, the joint petition to enforce the settlement is granted.

An appropriate Order follows.

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O R D E R

AND NOW this 18th of February, 1998, upon consideration of the Petition of Third-Party Defendant Rosita Hills to Enforce Settlement, IT IS HEREBY ORDERED that the Motion is **GRANTED**.

IT IS FURTHER ORDERED THAT:

(1) settlement of the claims of plaintiff, Jane Anderson, in the amount of seventeen thousand, five hundred dollars (\$17,500.00) is hereby confirmed. Within thirty (30) days of this Order, defendant, U.S. Government, and third party defendant, Rosita Hills, will forward settlement checks totalling \$17,500.00 to counsel for plaintiff, Jay M. Fox, Esquire; and

(2) this matter will be marked settled, discontinued and ended with prejudice on the docket for this matter.

BY THE COURT:

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HERBERT J. HUTTON, J.