

DOCKET NO: FBT-CV20-6100905-S

NEMIA ICOY

V.

GREENWICH WOODS HEALTH CARE
CENTER CORPORATION

OFFICE OF THE CLERK
SUPERIOR COURT

2024 JUN -7 P 12:17

JUDICIAL DISTRICT
OF BRIDGEPORT

SUPERIOR COURT

J.D. OF BRIDGEPORT

AT BRIDGEPORT

JUNE 7, 2024

MEMORANDUM OF DECISION
RE: DEFENDANT'S MOTION TO ENFORCE
SETTLEMENT AGREEMENT

This is a personal injury matter arising from a fall on September 5, 2018. During the course of litigation, the parties agreed to engage in mediation with Attorney Thomas Barrett serving as mediator. The format was a virtual mediation on April 24, 2023. The plaintiff, at least initially, was at her attorney's office. After back-and-forth negotiations, the defendant raised its offer to \$350,000.00 and the plaintiff's demand was \$500,000.00. The defendant then asked through the mediator if the plaintiff had a "drop dead" number, and if that number was \$400,000.00 the defendant would recommend it to the insurer. Counsel for the plaintiff then conveyed through the mediator that \$400,000.00 would resolve the matter. The defendant asked for time to confirm that they could pay the \$400,000.00 and confirmed the following day, April 25, 2023, via email that they had secured the additional authority and the matter was resolved at \$400,000.00. Counsel for the plaintiff responded with an email saying, "Good news. Great working with you as well."

The plaintiff, who has since obtained new counsel, claims she never authorized the settlement and had instructed her prior counsel to proceed to trial. She refused to meet with prior counsel on April 25, 2023 as requested and has since refused to accept the \$400,000.00 settlement.

6/7/24: JDNO sent. Notice to RJD.
Jen L... Asst. Clerk

“A settlement agreement, or accord, is a contract among the parties.” *Ackerman v. Sobol Family Partnership, LLP*, 298 Conn. 495 532, 4 A.3d 288 (2010). “A trial court has the inherent power to enforce summarily a settlement agreement as a matter of law when the terms of the agreement are clear and unambiguous. . . . Agreements that end lawsuits are contracts, sometimes enforceable in a subsequent suit, but in many situations enforceable by entry of a judgment in the original suit. A court’s authority to enforce a settlement by entry of judgment in the underlying action is especially clear where the settlement is reported to the court during the course of a trial or other significant courtroom proceedings.” (Citations omitted; internal quotation marks omitted.) *Audubon Parking Associates Ltd. Partnership v. Barclay & Stubbs, Inc.*, 225 Conn. 804, 811, 626 A.2d 729 (1993) (Audubon). “Summary enforcement is not only essential to the efficient use of judicial resources, but also preserves the integrity of settlement as a meaningful way to resolve legal disputes. When parties agree to settle a case, they are effectively contracting for the right to avoid a trial.” (Emphasis omitted.) *Id.*, 812.

“[A]pparent authority is that semblance of authority which a principal, through his own acts or inadvertences, causes or allows third persons to believe his agent possesses Consequently, apparent authority is to be determined, not by the agent’s own acts, but by the acts of the agent’s principal The issue of apparent authority is one of fact to be determined based on two criteria First, it must appear from the principal’s conduct that the principal held the agent out as possessing sufficient authority Second, the party dealing with the agent must have, acting in good faith, reasonably believed, under all the circumstances, that the agent had the necessary authority to bind the principal to the agent’s action” *Ackerman v. Sobol Family Partnership, LLP*, 298 Conn. 495, 508-09, 4 A.3d 288 (20210). “ . . . manifestations of apparent authority must take the form of ‘conduct by a person, observable by others, that expresses meaning.’ 1 *Restaurant (Third), Agency*, supra, at § 1.03, comment (b), p. 56. See *Santos v. Ruiz*, Docket No. CV166063140, 2017 Conn. Super. LEXIS 5003, at *4 (Super. Dec. 6, 2017).

The Connecticut Supreme Court in *Ackerman* summarized the concept of agency and authority to enter into settlements eloquently by stating:

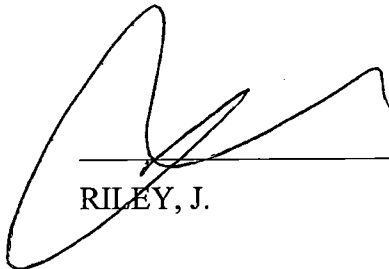
...an attorney with apparent authority may enter into a settlement agreement that is binding on the client. 1 *Restatement (Third), Agency* § 3.03, comment (b), p. 176 (2006) (“[a]pparent authority [of a lawyer in an attorney-client relationship] to effect a settlement that binds the client is present when, as in transactions of various sorts involving agents who are not lawyers, the opposing party or lawyer reasonably believes that the lawyer has actual authority to effect a settlement and that belief is traceable to manifestations of the client”). Although reviewing courts in Connecticut have acknowledged that “[a]n attorney who is authorized to represent a client in litigation does not automatically have either implied or apparent authority to settle or otherwise to compromise the client’s cause of action”; (emphasis added) *Acheson v. White* 195 Conn. 211, 213 n.4 487 A.2d 197 (1985); they have also repeatedly held that an agent with implied or apparent authority may bind the principal to an

enforceable settlement agreement, See *Maharishi School of Vedic Sciences, Inc. v. Connecticut Constitution Ass., Supra*, at 605 (holding that attorney had implied actual authority to bind plaintiff to agreement); *Yale University v. Out of the Box, LLC*, 118 Conn. App. 800, 807, 811-12, 985 A.2d 1080 (2010) (holding that trial court “properly determined that the actions and inactions of the plaintiff, the principal, caused or allowed the defendant reasonably to believe that . . . the agent [attorney], had the [apparent] authority to enter into and to bind the plaintiff to the settlement with the defendant”); see also *In re Artha Management, Inc.*, 91 F.3d 326, 329 (2d Cir. 1996) (although decision to settle case rests with client and client does not automatically bestow authority on retained counsel, unique nature of attorney-client relationship and public policy favoring settlements support presumption that “an attorney-of-record who enters into a settlement agreement, purportedly on behalf of a client, had authority to do so”).

In this matter, counsel for the plaintiff unambiguously informed the defendant that \$400,000.00 would settle the case. They did not state they needed any additional time to speak to their client. The defendant did ask for time to secure the additional settlement authority and promptly informed plaintiff’s counsel and the mediator that the matter was resolved at \$400,000.00. Plaintiff’s counsel confirmed settlement via email.

The Court concludes that the plaintiff’s attorneys had apparent authority to resolve the case and that the Court has the inherent authority to enforce the agreement.

The motion is granted and the defendant is ordered to file, within 30 days, a motion for judgment in accordance with the settlement agreement.



RILEY, J.