

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
INDIANA, INDIANAPOLIS DIVISION

Raymond Hawkins v. Wendy Knight, Warden, and Jacho, Sargent

Hawkins · No. 1:22-cv-01434-JMS-MKK · Decided December 30, 2025

SUMMARY

The United States District Court for the Southern District of Indiana adopted a magistrate judge's Report and Recommendation and granted defendants' motion to enforce a settlement agreement. The court held that plaintiff's attorney had authority to accept the settlement offer, that Indiana law governed the settlement, and that the required approval by the Indiana Governor and Attorney General had occurred. The parties were directed to finalize the settlement documents and file a joint stipulation of dismissal with prejudice within 45 days.

CASE DETAILS

COURT	United States District Court for the Southern District of Indiana, Indianapolis Division
WRITING FOR THE COURT	Jane Magnus-Stinson
JURISDICTION	United States District Court for the Southern District of Indiana, Indianapolis Division
DECIDED	December 30, 2025
DOCKET	1:22-cv-01434-JMS-MKK
DISPOSITION	other
PROCEDURAL POSTURE	The district court reviewed de novo the plaintiff's timely objections to a magistrate judge's Report and Recommendation recommending enforcement of an alleged settlement agreement. The court denied the plaintiff's motion to submit additional evidence, adopted the Report and Recommendation, granted defendants' motion to enforce settlement, and directed the parties to file a joint stipulation of dismissal with prejudice.
STANDARD OF REVIEW	Undisputed magistrate-judge findings were reviewed for clear error, while contested findings and objections were reviewed de novo. The district court independently reviewed the evidence and arguments but was not required to conduct a second evidentiary hearing or disregard the magistrate judge's credibility determinations.

TOPICS

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QUESTIONS PRESENTED

1. Whether plaintiff's attorney had actual or implied authority to accept defendants' settlement offer on plaintiff's behalf despite plaintiff's alleged desire for payment within fourteen days.
2. Whether the settlement became enforceable after the Indiana Attorney General and Governor approved it, or whether plaintiff could withdraw before that condition precedent was satisfied.
3. Whether the later execution of a written release and settlement agreement was necessary to form an enforceable settlement contract.

HOLDINGS

1. An attorney retained to represent a client does not automatically possess settlement authority, but the client's conduct may imply authority to settle; the evidence established that plaintiff's attorney had authority to accept defendants' offer on plaintiff's behalf.
2. A settlement agreement subject to governmental approval may be unenforceable until the approval occurs, but the existence of that condition does not permit a party to unilaterally withdraw after the agreement is reached; once the required approval occurs, the settlement becomes enforceable.
3. The later execution of a formal release and settlement agreement was not necessary to form the settlement contract because the material terms had already been agreed upon.

KEY QUOTATIONS

"The client may not intend for the attorney to settle a claim but may nonetheless imply that intention to the attorney. If so, the client is bound by a resulting settlement." (Opinion discussion of settlement authority)

"The existence of a condition precedent does not by itself destroy mutuality merely because a contract is unenforceable at the time it is signed since the contract will ripen into a mutually enforceable obligation upon performance of the condition." (Opinion discussion of conditions precedent)

FACTUAL BACKGROUND

Defendants offered \$2,500 in exchange for dismissal with prejudice and a mutually agreeable release, expressly conditioning the offer on later approval by the Indiana Attorney General and Governor. Plaintiff's retained attorney accepted the offer on plaintiff's behalf and notified the court of a preliminary resolution, while later communications reflected uncertainty about the timing of payment but did not establish that a fourteen-day payment deadline was a condition of settlement. The required state approvals were obtained on April 4, 2025,

but plaintiff disputed counsel's authority and declined to sign the formal settlement documents. After an evidentiary hearing at which counsel testified and plaintiff did not provide contrary sworn testimony, the magistrate judge found that counsel had authority to accept the offer and that an enforceable settlement resulted.

PROCEDURAL HISTORY

Plaintiff filed a pro se Eighth Amendment conditions-of-confinement action. After the court denied defendants' summary-judgment motion and permitted claims to proceed, the parties engaged in unsuccessful settlement conferences. Plaintiff's attorney accepted defendants' conditional \$2,500 settlement offer, subject to approval by the Indiana Attorney General and Governor, but plaintiff later disputed counsel's authority and refused to execute settlement documents. Following an evidentiary hearing, the magistrate judge recommended enforcement; the district court conducted de novo review, rejected plaintiff's objections, and granted enforcement.

DISPOSITION

other

REMAND INSTRUCTIONS

No remand was ordered. The parties were directed to file a joint stipulation of dismissal with prejudice within forty-five days, requiring defendants to provide the settlement paperwork, plaintiff to execute it, and defendants to issue payment. If no stipulation was filed, the parties were ordered to show cause why final judgment should not be entered.

CASES CITED

- Johnson v. Zema Syst. Corp., 170 F.3d 734, 739 (7th Cir. 1999)
- Kanter v. C.I.R., 590 F.3d 410, 416 (7th Cir. 2009)
- Mendez v. Republic Bank, 725 F.3d 651, 662 (7th Cir. 2013)
- Left Field Media LLC v. City of Chicago, 137 F. Supp. 3d 1127, 1133 (N.D. Ill. 2015)
- Goffman v. Gross, 59 F.3d 668, 671 (7th Cir. 1995)
- Lynch, Inc. v. SamataMason Inc., 279 F.3d 487, 490 (7th Cir. 2002)
- Dillard v. Starcon Int'l, Inc., 483 F.3d 502, 506 (7th Cir. 2007)
- Zimmerman v. McColley, 826 N.E.2d 71, 76-79 (Ind. Ct. App. 2005)
- Vernon v. Acton, 732 N.E.2d 805, 809 (Ind. 2000)
- Zukerman v. Montgomery, 945 N.E.2d 813, 819 (Ind. Ct. App. 2011)
- Koval v. Simon Telelect, Inc., 693 N.E.2d 1299, 1303 & n.6 (Ind. 1998)
- Pohl v. United Airlines, 213 F.3d 336, 339 (7th Cir. 2000)
- Anthony v. Indiana Farmers Mut. Ins. Grp., 846 N.E.2d 248, 255 (Ind. Ct. App. 2006)
- Indiana State Highway Comm'n v. Curtis, 704 N.E.2d 1015, 1018, 1020 (Ind. 1998)
- Kokomo Veterans, Inc. v. Schick, 439 N.E.2d 639, 645 (Ind. Ct. App. 1982)
- Madison Tool & Die, Inc. v. ZF Sachs Auto. of Am., Inc., 2007 WL 2286130, at *3 (S.D. Ind. Aug. 7, 2007)

- AquaSource, Inc. v. Wind Dance Farm, Inc., 833 N.E.2d 535, 538 (Ind. Ct. App. 2005)
- Sands v. Helen HCI, LLC, 945 N.E.2d 176, 181 (Ind. Ct. App. 2011)

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