

SUPREME COURT OF APPEALS OF WEST VIRGINIA

Bernard Webb and Judy Webb v. City National Bank of West Virginia, N.A.

No. 16-0660 (W. Va. May 19, 2017) · No. No. 16-0660 · Decided May 19, 2017

SUMMARY

The West Virginia Supreme Court of Appeals affirmed an order enforcing a settlement agreement between Bernard and Judy Webb and City National Bank of West Virginia, N.A. The court held that the circuit court retained jurisdiction to enforce the agreement because the dismissal was without prejudice and the agreement expressly provided for enforcement in that court. The court also rejected the petitioners' due process and jury-trial arguments.

CASE DETAILS

COURT	Supreme Court of Appeals of West Virginia
WRITING FOR THE COURT	Chief Justice Allen H. Loughry II; Justice Margaret L. Workman; Justice Menis E. Ketchum; Justice Elizabeth D. Walker; Justice Robin Jean Davis
JURISDICTION	West Virginia
DECIDED	May 19, 2017
DOCKET	No. 16-0660
DISPOSITION	affirmed
PROCEDURAL POSTURE	Petitioners appealed the Circuit Court of Wayne County's order enforcing a settlement agreement and directing them to execute a new promissory note and deed of trust.
STANDARD OF REVIEW	Orders enforcing settlement agreements generally are reviewed for abuse of discretion, but a purely legal question concerning whether the circuit court retained jurisdiction is reviewed de novo.
PRECEDENTIAL VALUE	Unpublished memorandum decision with no substantial question of law under West Virginia Rule of Appellate Procedure 21.
PARTIES	Bernard Webb, Judy Webb v. City National Bank of West Virginia, N.A.

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QUESTIONS PRESENTED

1. Whether the Circuit Court of Wayne County retained jurisdiction to enforce the parties' settlement agreement after entering an agreed order dismissing the underlying action without prejudice.
2. Whether enforcement of the settlement agreement violated petitioners' rights to due process or trial by jury.

HOLDINGS

1. The circuit court retained jurisdiction to enforce the settlement agreement because the dismissal was without prejudice, the parties expressly agreed that the settlement was enforceable in that court as if entered as a consent decree, and West Virginia circuit courts are courts of general jurisdiction.
2. The circuit court's enforcement of the settlement agreement did not violate petitioners' due-process or jury-trial rights.

KEY QUOTATIONS

“The law favors and encourages the resolution of controversies by contracts of compromise and settlement rather than by litigation; and it is the policy of the law to uphold and enforce such contracts if they are fairly made and are not in contravention of some law or public policy.” (3)

“The facts presented in this case cause this Court to conclude that the circuit court retained jurisdiction to address City National’s motion to enforce the settlement agreement.” (4)

FACTUAL BACKGROUND

City National refinanced petitioners' mortgage loan in 2002, but mistakenly applied their payments entirely to principal and later erroneously advised them that the loan had been paid in full. After litigation concerning the mortgage and a separate vehicle loan, the parties settled before the circuit court ruled on City National's summary-judgment motion. Their written settlement required petitioners, upon appraisal of the collateral above \$17,530, to execute a new promissory note and deed of trust, and stated that the agreement would be enforceable in the Circuit Court of Wayne County as if entered as a consent decree. Petitioners refused to execute the required documents, leading City National to seek enforcement.

PROCEDURAL HISTORY

Petitioners sued City National in 2014 concerning the parties' mortgage and vehicle-loan transactions. Before the circuit court ruled on City National's summary-judgment motion, the parties entered a settlement agreement and the court dismissed the action without prejudice. After petitioners refused to execute documents required by the settlement, City National moved to enforce the agreement. The circuit court denied contempt and fee requests

but granted enforcement, later reaffirming that ruling in its June 28, 2016 Judgment Order. The Supreme Court of Appeals affirmed.

DISPOSITION

affirmed

CASES CITED

- Sanders v. Roselawn Mem'l Gardens, Inc., 152 W. Va. 91, 159 S.E.2d 784 (1968)
- Burdette v. Burdette Realty Improvement, Inc., 214 W. Va. 448, 452, 590 S.E.2d 641, 645 (2003)
- Chrystal R.M. v. Charlie A.L., 194 W. Va. 138, 459 S.E.2d 415 (1995)
- Huston v. Mercedes-Benz, 227 W. Va. 515, 711 S.E.2d 585 (2011)
- James M.B. v. Carolyn M., 193 W. Va. 289, 456 S.E.2d 16 (1995)

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