

SUPREME COURT OF CONNECTICUT

Rena Sobol Ackerman et al. v. Sobol Family Partnership, LLP, et al.

Ackerman v. Sobol Family Partnership, LLP, 298 Conn. 495 (2010) · No. Nos. 18288, 18289 · Decided September 28, 2010

SUMMARY

The Connecticut Supreme Court affirmed enforcement of a global settlement agreement in consolidated litigation involving a family partnership and family trusts. The court held that the plaintiffs' attorney had apparent authority to make settlement proposals and bind the plaintiffs because the plaintiffs' conduct led defense counsel reasonably and in good faith to believe that the attorney possessed settlement authority. The court also rejected the plaintiffs' claim that they were entitled to a jury trial on the equitable motions to enforce the settlement.

CASE DETAILS

COURT	Supreme Court of Connecticut
WRITING FOR THE COURT	Zarella; Norcott; Katz; Vertefeuille; McLachlan
JURISDICTION	Connecticut
DECIDED	September 28, 2010
DOCKET	Nos. 18288, 18289
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from trial court's judgment enforcing a settlement agreement on the basis of apparent authority of plaintiffs' attorney.
STANDARD OF REVIEW	Clearly erroneous for factual findings regarding agency and apparent authority.
PRECEDENTIAL VALUE	Published
PARTIES	Rena Sobol Ackerman, Tamar Ackerman, Sara Ackerman, Jason Ackerman, Tzvi Rakoszynski, Mical Sobol Mann, Alfred Casella v. Sobol Family Partnership, LLP, Ephraim Sobol, Sobol Property Management, LLC, Ruth Sobol, Bank of America, N.A.

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QUESTIONS PRESENTED

1. Whether the trial court's finding that plaintiffs' attorney had apparent authority to bind plaintiffs to a settlement agreement was clearly erroneous.
2. Whether plaintiffs had a constitutional right to a jury trial on the factual question of whether a valid settlement agreement existed.

HOLDINGS

1. The trial court's finding that the plaintiffs' attorney had apparent authority to settle the litigation was not clearly erroneous.
2. Plaintiffs had no constitutional right to a jury trial on the motion to enforce the settlement agreement.

KEY QUOTATIONS

“By retaining a lawyer in a litigated matter, a client does not by that conduct alone create ... apparent authority for the lawyer to enter into a settlement without the client's assent.” (at 300)

“Manifestations of apparent authority must take the form of 'conduct by a person, observable by others, that expresses meaning.’” (at 300)

“The plaintiffs clothed Coe with apparent authority to settle the litigation by (1) authorizing him to represent them at the court-ordered mediation, reject the defendant's written proposal that followed the mediation and convey the June 16 counteroffer, (2) communicating with Coe in the presence of the defendants at various times during the ongoing negotiations after June 16, and (3) failing to revoke Coe's authority or to inform any third person that Coe no longer had authority to settle the litigation after June 16.” (at 304)

“The true test of a right to a jury trial is whether the cause of action stated (rather than merely the relief claimed) is essentially legal as distinguished from essentially equitable.” (at 312)

“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.” (at 312)

FACTUAL BACKGROUND

The disputes involved a family partnership and various family trusts. The plaintiffs' attorney, Glenn Coe, represented all plaintiffs in settlement negotiations after a court-ordered mediation in May 2008. Coe made a settlement offer to the defendants in late June 2008, assuring them he had full authority from his clients. The Sobol defendants accepted the offer on June 30, and the Bank of America accepted on July 1. The plaintiffs were present at depositions on July 1 and did not indicate that Coe's authority was revoked. After acceptance, the plaintiffs disavowed the settlement, claiming Coe lacked authority.

PROCEDURAL HISTORY

The plaintiffs filed five separate cases against family members and entities. The cases were consolidated for trial. Before trial commenced, the defendants moved to enforce a settlement agreement allegedly reached through plaintiffs' attorney. The trial court conducted a hearing, found the attorney had apparent authority to settle, and granted the motions to enforce. The plaintiffs' motion to reargue was denied. The plaintiffs appealed to the Appellate Court, which consolidated the appeals. The Supreme Court transferred the case from the Appellate Court.

DISPOSITION

affirmed

CASES CITED

- Tomlinson v. Board of Education, 226 Conn. 704, 629 A.2d 333 (1993)
- Updike, Kelly & Spellacy, P.C. v. Beckett, 269 Conn. 613, 850 A.2d 145 (2004)
- Maharishi School of Vedic Sciences, Inc. v. Connecticut Constitution Associates Ltd. Partnership, 260 Conn. 598, 799 A.2d 1027 (2002)
- Audubon Parking Associates Ltd. Partnership v. Barclay & Stubbs, Inc., 225 Conn. 804, 626 A.2d 729 (1993)
- Monroe v. Monroe, 177 Conn. 173, 413 A.2d 819 (1979)
- New Hartford v. Connecticut Resources Recovery Authority, 291 Conn. 433, 970 A.2d 592 (2009)
- Acheson v. White, 195 Conn. 211, 487 A.2d 197 (1985)
- Yale University v. Out of the Box, LLC, 118 Conn.App. 800, 990 A.2d 869 (2010)
- Quint v. O'Connell, 89 Conn. 353, 94 A. 288 (1915)
- Auvil v. Grafton Homes, Inc., 92 F.3d 226 (4th Cir. 1996)
- New England Educational Training Service, Inc. v. Silver Street Partnership, 148 Vt. 99, 528 A.2d 1117 (1987)
- Makins v. District of Columbia, 861 A.2d 590 (D.C. 2004)
- Graham v. Southington Bank & Trust Co., 99 Conn. 494, 121 A. 812 (1923)
- Host America Corp. v. Ramsey, 107 Conn.App. 849, 947 A.2d 957 (2008)
- Hall-Brooke Foundation, Inc. v. Norwalk, 58 Conn.App. 340, 752 A.2d 523 (2000)
- Edart Truck Rental Corp. v. B. Swirsky & Co., 23 Conn.App. 137, 579 A.2d 133 (1990)
- In re Artha Management, Inc., 91 F.3d 326 (2d Cir. 1996)
- Franchi v. Farmholme, Inc., 191 Conn. 201, 464 A.2d 35 (1983)
- L & R Realty v. Connecticut National Bank, 246 Conn. 1, 715 A.2d 748 (1998)
- Natural Harmony, Inc. v. Normand, 211 Conn. 145, 558 A.2d 231 (1989)
- Bender v. Bender, 292 Conn. 696, 975 A.2d 636 (2009)
- Motor Vehicle Manufacturers Assn. v. O'Neill, 212 Conn. 83, 561 A.2d 917 (1989)
- Texaco, Inc. v. Golart, 206 Conn. 454, 538 A.2d 1017 (1988)
- Tolland Enterprises v. Scan-Code, Inc., 239 Conn. 326, 684 A.2d 1150 (1996)
- Nanni v. Dino Corp., 117 Conn.App. 61, 978 A.2d 531 (2009)

- Aquarion Water Co. v. Beck Law Products & Forms, LLC, 98 Conn.App. 234, 907 A.2d 1274 (2006)
- Sicaras v. Hartford, 44 Conn.App. 771, 692 A.2d 1290 (1997)
- Ford v. Citizens & Southern National Bank, 928 F.2d 1118 (11th Cir. 1991)
- Adams v. Johns-Manville Corp., 876 F.2d 702 (9th Cir. 1989)
- Turner v. Burlington Northern Railroad Co., 771 F.2d 341 (8th Cir. 1985)
- Hays v. Monticello Retirement Estates, LLC, 192 P.3d 1279 (Okla.Civ.App. 2008)
- State v. Golding, 213 Conn. 233, 567 A.2d 823 (1989)
- Butler v. Butler, 1 Root (Conn.) 275 (1791)

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