

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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DIANE F. DELYANIS, Plaintiff,

-against-

DYNA-EMPIRE, INC., et. al., Defendants.

CV 05-5505 (ADS)(ETB)

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**SUMMARY OF MEMORANDUM OF DECISION AND ORDER**

In this case the court ordered to enforce a settlement agreement reached during mediation that one of the parties alleged wasn't binding. Diane e. Delyanis brought action against Dyna-Empire, Inc., claiming she was discriminated against on the basis of age and disability. The parties reached a settlement agreement and informally recorded the essential terms at a mediation session administered by the ADR Office. The recorded document clearly stated that it was not meant to be legally enforceable. Following the mediation session the court mediator emailed both counsels as to whether he could report the case as settled. Both parties replied that case would be settled. Soon after, once a formal settlement agreement was proposed by the defendant, the plaintiff's counsel objected to some of the agreed terms and wanted them amended. The parties couldn't agree and the plaintiff broke off the settlement.

The defendant filed a motion to compel enforcement. The court found that, although, the original informal recorded agreement wasn't legally enforceable, once the plaintiff's counsel affirmed the agreement to the mediator it became binding. Several factors were examined, including both parties intent to be bound. The court found that the agreement to settle at the mediation session, along with the email affirmations from both parties, did show intent to be bound. Also, the court's favor toward binding settlement agreements and not having them easily cast aside helped in making the decision to grant defendant's motion to enforce settlement.