

3rd Circuit Cases

Alexander v. Alexander, 341 F.3d 256; 2003 U.S. App. Lexis 17016; 20 L.E.R. Cas (BNA) 466, (3rd Cir. 2003)(arbitration agreement terms were unseverable and unconscionable on both procedural and substantive grounds due to restrictions on relief, loser pays, time limitations and employees had no opportunity to negotiate its terms);

ACandS, Inc. v. Aon Risk Servs, 2004 WL 2601035, 2004 U.S. Dist. LEXIS 23090 (E.D. Pa., 2004) (granted the motion seeking to exclude certain evidence related to mediation);

Associated Pa. Constructors v. Jannetta, 738 F. Supp. 891 (M.D. Pa 1990) (order establishing procedures for a summary jury trial);

Beazer East, Inc. v. Mead Corp., 412 F.3d 429 (3rd Cir. 2005) (holding that an alleged oral settlement agreement is unenforceable because parties may only be bound by a written settlement agreement in appellate mediation);

Brotherton v. Cleveland, 141 F. Supp. 2d 894 (S.D. Ohio, 2001) (court approved settlement and used a summary jury trial to determine damages issue);

Carlough v. Amchem Prods., 834 F. Supp. 1437 (E.D. Pa 1993) (summary jury trial);

Carter v. Amtrak, 1986 U.S. Dist. LEXIS 28454 (E.D. Pa 1986) (summary jury trial used in civil rights action against defendant employer);

Chester County Hosp. Vv. Independence Blue Cross, 2003 U.S. Dist. LEXIS 25214 (E.D. Pa., 2003) (court recognized and applied the federal common law privilege);

Crow Construction Company v. Jeffrey M. Brown Assoc. Inc., 264 F.Supp.2d 217 (E.D. Pa. 2003) (“The repeated failed disclosures in the arbitration process here resulted in a selection process whereby the Petitioner was not afforded a fair opportunity to make informed choices with regard to the arbitrators proposed by the AAA.”);

D.R. v. East Brunswick Bd. of Educ., 109 F.3d 896 (3rd Cir. 1997) (holding that a settlement agreement formed at a mediation, instead of through litigation, is still binding);

Eash v. Riggins Trucking, Inc., 757 F.2d 557 (3rd. Cir. 1985)(imposition of costs as a sanction for last minute settlements after a jury is empaneled);

Green v. John H. Lewis & Co., 436 F.2d 389, 390 (3rd Cir. 1970) (“an agreement to settle a lawsuit, voluntarily entered into, is binding upon the parties, whether or not made in the absence of the court, or even in the absence of a writing”);

Kean v. Adler, 2003 WL 21205885 (3rd Cir. 2003) (“since consent decrees and orders have many of the attributes of ordinary contracts, they should be construed basically as contracts.”);

Kem-Solv, Inc. v. Deep Run Design, 1988 U.S. Dist. LEXIS 9483 (E.D. Pa 1988) (summary jury trial used to evaluate RICO claims in the case);

LBL Skysystems, Inc. v. APG-America, Inc. v. XL Speciality Insurance Co., 2005 U.S. Dist. LEXIS 19065, 2005 WL 21402040 (E.D. Pa., 2005)(defendant held to have waived contractual right to mediate prior to filing suit by joining other parties and filing motions);

Montgomery v. Earth Tech Remediation Servs, 2000 WL 276101, 2000 U.S. Dist. Lexis 2736 (E.D. Pa., 2000) (sufficient consideration to support the arbitration agreement and that plaintiff was not employed directly in the channels of commerce so that the exceptions to jurisdiction under the Federal Arbitration Act, 9 U.S.C.S. 1 would apply);

Neilson-Allen v. Indus. Maint. Corp., 2004 WL 502567 (D. V.I. Jan. 28, 2004) (“the conduct targeted is nothing more than the attorney's statement to the mediator in the presence of [a party], that the current case should settle for the same dollar amount as a similar but unrelated, case. The mediator has no power to decide and is only a facilitator of settlement. Thus, such statement did not interfere with the trial process and was not published to any party outside of the litigation itself.”);

New England Merchants Nat'l Bank v. Hughes, 556 F. Supp. 712 (E.D. Pa. 1983)(upholding mandatory nonbinding arbitration);

Norwood Co. v. RLI Ins., 2005 U.S. Dist. LEXIS 1491, 2005 WL 273244 (E.D. Pa. 2005) (the court enforced a settlement reached at mediation despite the objections of one party who was not present. Counsel was found to have acted with authority to bind the client);

Orta v. Con-Way Transp., 2002 U.S. Dist. LEXIS 19302 (E.D. Pa 2002) (holding that a settlement agreement was enforceable when an administratrix, who gave her attorney authority to settle the case, later refused to sign the settlement documents);

Parilla v. IAP Worldwide Servs. VI, Inc., 368 F.3d 269; 2004 U.S. App. LEXIS 9435 (3rd Cir., 2004)(remanded to determine if provisions, such as “loser pays” are unconscionable and severable in employment discrimination claim);

Sheldone v. Pennsylvania Turnpike Commission, 104 F. Supp. 2d 511 (W.D. Pa. 2000) (evidence discoverable independently is admissible even if presented at the mediation session);

Std. Steel, LLC v. Buckeye Energy, Inc., 2005 U.S. Dist. LEXIS 22378 (W.D. Pa. 2005) (holding that settlement agreements are binding contracts);

U.S. Fidelity & Guar. Co. v. Dick Corp./Barton Malow, 215 F.R.D. 503 (W.D. Pa. 2003) (settlement from an earlier cases was discoverable when a single mediation session did not result in agreement and a second session was not scheduled so the settlement was obtained outside of mediation and the Pennsylvania statute did not apply);