

STATE OF MICHIGAN
COURT OF APPEALS

PAUL CAMPAGNE,

Plaintiff-Appellee,

v

GAIL CAMPAGNE,

Defendant-Appellant.

UNPUBLISHED

December 26, 2000

No. 215458

Oakland Circuit Court

LC No. 95-507508-DM

Before: Bandstra, C.J., and Fitzgerald and D.B. Leiber*, JJ.

MEMORANDUM.

Defendant appeals as of right from a judgment of divorce incorporating the terms of a settlement agreement. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

A settlement agreement entered into by the parties or their attorneys that is subsequently denied by either party is not binding unless it was made in open court or evidence of the agreement is in writing subscribed by the party against whom it is offered or by that party's attorney. MCR 2.507(H). Even if a party disputes his attorney's authority to settle a case on his behalf, he is bound by the attorney's settlement with the opposing party unless the opposing party has reason to believe that the attorney did not have authority to settle the case. *Nelson v Consumers Power Co*, 198 Mich App 82, 89-90; 497 NW2d 205 (1993).

Both parties stated on the record under oath that they consented to the essential terms of a settlement agreement outlined in a letter signed by defendant's counsel. Because the parties agreed that the terms in the letter were the essential or material terms of the agreement, the agreement was nonetheless enforceable even though there were some minor details to be resolved and a formal agreement had not been reduced to writing. *Scholnick's Importers-Clothiers, Inc v Lent*, 130 Mich App 104, 109-110; 343 NW2d 249 (1983). Defendant objected to a settlement agreement incorporating the essential terms because she objected to four details. However, those details were approved by her attorney in a letter signed by him and there being no indication that he lacked authority to negotiate these "non-essential points" of the settlement agreement, his actions were binding on defendant. *Nelson, supra; Walbridge Aldinger Co v*

* Circuit judge, sitting on the Court of Appeals by assignment.

Walcon Corp, 207 Mich App 566, 571; 525 NW2d 489 (1994). Therefore, the trial court did not err in entering the judgment. Defendant's other exceptions to the agreement as detailed in her brief have been waived because they were not raised below. *Wallad v Access BIDCO, Inc*, 236 Mich App 303, 308; 600 NW2d 664 (1999).

We affirm.

/s/ Richard A. Bandstra
/s/ E. Thomas Fitzgerald
/s/ Dennis B. Leiber