

A Settlement Agreement May Be Enforceable Even When Executed After the Signing Deadline

A paper published recently by Finnegan, Henderson, Farabow, Garrett & Dunner discusses a court decision that may have implications for enforcing settlement agreements in litigations when the other party tries to renounce.

“A plaintiff executed a settlement agreement received from the defendants, but later asserted that its acceptance of the agreement was contingent upon the defendants’ execution of the settlement by a specified deadline,” authors of the Finnegan paper explain. “Even though the defendants failed to sign by the deadline, the court enforced the agreement, finding that the signing deadline was not a material term of the settlement.”

The case is *Adaptix, Inc. v. ASUSTek Computer Inc.*, in which the plaintiff, Adaptix, executed a settlement agreement received from defendants ASUSTek Computer Inc. and Asus Computer International, but later asserted that its acceptance of the agreement was contingent on ASUS’s execution of the settlement agreement by a specified date.

Read the paper.