
Setting aside a settlement

To: mbeveridge@kcbattys.com

Thu, Jan 26, 2017 at 1:32 PM

Dear Mr. Beveridge:

I contacted your firm last week regarding an interest in setting aside a settlement. The settlement contract that my husband and I signed has terms that we were not informed of nor would we have agreed upon had we been informed.

When we learned about the terms of the contract, we were beside ourselves with shock. At first, we believed we were tricked by the defendants. We worked with two attorneys, a younger and an older. In speaking with the younger attorney, he said, "They pulled a fast one on us." However, it appeared the older attorney knew the terms and made it sound as if he believed he had communicated them with us, which he hadn't. Their solution to the situation was to defend us should we be sued by the defendants.

As time went on, I came to realize that our attorneys should have protected us from the situation that we were in. Due to various reasons, I was concerned that the defendants would desire a level of confidentiality that I was not comfortable with. I shared my concerns and my opinions regarding confidentiality in our situation. These concerns were expressed repeatedly over months.

I was leery going into the mediation that it would work out, but desired to pursue it. During the mediation, we negotiated the financial terms. There was no disclosure from the defendants regarding their terms of confidentiality. Our younger attorney looked really surprised. Our older attorney motioned with his hand to leave the issue alone.

Between the mediation and the court date, we received a lot of paperwork to look over and make any desired adjustments. We made certain to strike out any language that conveyed that we were distressed over the mere presence of the settlement or anything else beside preserving our pseudonym status for the sake of our minor child. In addition, I had continued to convey to the younger attorney that I was primarily working with that I believed secret settlements were immoral in situation such as we were in. By the time we reached our court date, we assumed that we had read all of the language pertaining to the settlement.

Also, during this time period, I had asked my attorneys if I could tell anybody about the settlement. They said that I could. I also spoke on the phone with the younger attorney and told him that I was speaking to a reporter.

Several weeks after the court date, I found out that there was settlement agreement and general release that we had signed that we never had a chance to preview. As I mentioned, had we had a chance to review the paperwork, we would have never signed it. One thing to note, for all the paperwork that we had reviewed, I had changed my name from "[REDACTED]" to "[REDACTED]", which is my legal name. On the settlement agreement and general release that we had not reviewed prior to the court date, my name is represented as "[REDACTED]" on all pages.

I am interested in learning about my legal options in this situation. We have felt like our life in the past years has been horror upon horror and betrayal upon betrayal. I don't want my name associated with something that I feel like is fundamentally wrong and immoral.

If you are not able to provide assistance to us in this situation, I would appreciate a referral to a trustworthy and competent attorney.

Sincerely,

[REDACTED]