IN THE INTERMEDIATE COURT OF APPEALS OF WEST VIRGINIA

FILED
November 10, 2026
ASHLEY N. DEEM, CHIEF DEPUTY CLERK
INTERMEDIATE COURT OF APPEALS
OF WEST VIRGINIA

DESHAWNE TAYLOR,
Plaintiff Below, Petitioner

v.) No. 26-ICA-23 (Cir. Ct. Kanawha Cnty. Case No. CC-20-2023-C-889)

JAMES FOSTER,
Defendant Below, Respondent

MEMORANDUM DECISION

Petitioner Deshawne Taylor appeals the Circuit Court of Kanawha County's December 17, 2025, order granting Respondent James Foster's motion to enforce a settlement agreement. Mr. Foster filed a response.[1] Mr. Taylor did not file a reply.

This Court has jurisdiction over this appeal pursuant to West Virginia Code § 51-11-4 (2026). After considering the parties' arguments, the record on appeal, and the applicable law, this Court finds no substantial question of law and no prejudicial error. For these reasons, a memorandum decision affirming the circuit court's order is appropriate under Rule 21 of the West Virginia Rules of Appellate Procedure.

This case stems from a single-vehicle accident on January 7, 2022. Mr. Taylor filed suit in October 2023, alleging he was a passenger in a vehicle driven negligently by Mr. Foster, causing him bodily injury and related damages. Mr. Taylor was represented by Joseph H. Spano, Jr., Esq. The parties litigated the matter for approximately one year. On October 18, 2024, after some back and forth negotiations, Mr. Taylor and Mr. Foster, through their respective attorneys, agreed to settle Mr. Taylor's claims for $9,000.

On December 4, 2024, Mr. Taylor came to Attorney Spano's office, rejected the $9,000 settlement amount, refused to sign the settlement agreement and release, and fired Spano. The next day, Attorney Spano filed a motion to withdraw as Mr. Taylor's counsel, which the circuit court granted in January 2025.

In March 2025, Mr. Foster moved to enforce the settlement agreement on the grounds that Attorney Spano had agreed to settle Mr. Taylor's claims for payment of $9,000. At the evidentiary hearing on the motion to enforce, Mr. Taylor testified that he

[1] Mr. Taylor is self-represented. Mr. Foster is represented by Evan R. Kime, Esq.

did not authorize Attorney Spano to settle for $9,000, that he was not informed of the settlement negotiations, and that he never signed the settlement agreement.[2] Attorney Spano testified that he was authorized to settle Mr. Taylor's case for $9,000 and that it was his general practice to get settlement authority by telephone conversation. However, there was no testimony or other evidence of specific conversations with Mr. Taylor. Mr. Foster contended that Attorney Spano provided sufficient evidence of actual authority, but even without express authority, Attorney Spano, as Mr. Taylor's attorney, had apparent authority to settle the case. In its December 17, 2025, order granting Mr. Foster's motion to enforce, the circuit court found that Mr. Taylor failed to overcome the presumption of Attorney Spano's apparent authority to settle on his behalf and concluded that the parties entered into a valid settlement agreement.

We review the order granting Mr. Foster's motion to enforce the settlement agreement under the following standard:

> Where the issue of the enforceability of a settlement agreement requires the lower court to make findings of fact and apply contractual or other legal principles, this Court will review its order and the ultimate disposition under an abuse of discretion standard, its underlying factual findings under a clearly erroneous standard, and questions of law pursuant to a de novo review.

Syl. Pt. 2, *Triple 7 Commodities, Inc. v. High Country Mining, Inc.*, 245 W. Va. 63, 857 S.E.2d 403 (2021). With these standards in mind, we turn to the parties' arguments.

On appeal, Mr. Taylor argues that the circuit court erroneously found an enforceable settlement agreement where there was no meeting of the minds. Further, Mr. Taylor argues that under West Virginia law, Attorney Spano could not bind his client, Mr. Taylor, to the settlement agreement without his actual authority. Conversely, Mr. Foster argues that as Mr. Taylor's attorney, Attorney Spano possessed the apparent authority to enter into the settlement agreement on Mr. Taylor's behalf. Upon review, we agree with Mr. Foster and therefore affirm the circuit court's order.

In *Sanson v. Brandywine Homes, Inc.*, 215 W. Va. 307, 599 S.E.2d 730 (2004), the Supreme Court of Appeals of West Virginia addressed the presumption of an attorney's apparent authority regarding settlement agreements:

> While this Court has recognized that "[t]he mere relation of attorney and client does not clothe the attorney with implied authority to compromise a claim of the client," Syllabus Point 5, *Dwight v. Hazlett*, 107 W. Va. 192, 147 S.E. 877 (1929), we have also held that "[w]hen an attorney appears in

[2] At the hearing, Mr. Taylor was represented by Lora Keyser-Fugate, Esq.

> court representing clients there is a strong presumption of his authority to represent such clients, and the burden is upon the party denying the authority to clearly show the want of authority." Syllabus Point 1, *Miranosky v. Parson*, 152 W. Va. 241, 161 S.E.2d 665 (1968).

215 W. Va. at 312, 599 S.E.2d at 735. This presumption plays a central role in the present case.

At the motion hearing, Attorney Spano testified that he kept Mr. Taylor informed of the settlement negotiations and that he was authorized to settle the case on his behalf. By contrast, Mr. Taylor testified that he was not aware of negotiations between his counsel and Mr. Foster's counsel and that he did not provide Attorney Spano with actual authority to settle. After considering this evidence and the oral arguments of counsel, the circuit court concluded that the parties entered into an enforceable settlement agreement. In reaching this decision, the circuit court implicitly found the testimony of Mr. Taylor insufficient to rebut the strong presumption of apparent authority. *See Messer v. Huntington Anesthesia Grp., Inc.*, 222 W. Va. 410, 418, 664 S.E.2d 751, 759 (2008) (finding evidence that attorney lacked express authority insufficient to overcome the presumption of apparent authority implicit in an attorney-client relationship). Based on our review of the evidence and the entire record, we cannot say the court abused its discretion by enforcing the settlement agreement.

Accordingly, we affirm the circuit court's December 17, 2025, order.

Affirmed.

ISSUED: November 10, 2026

CONCURRED IN BY:

Chief Judge Daniel W. Greear
Judge Charles O. Lorensen
Judge S. Ryan White