

LAW REVIEW 1009

Don't Sign on the Dotted Line Until You Understand

By Captain Samuel F. Wright, JAGC, USN (Ret.)

Q: I am an enlisted member of the Army National Guard. I started working for a small private employer in 2005. I was called to active duty in 2008 and returned in 2009. I believe that I met the eligibility criteria for reemployment rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA), but I was not reemployed. I complained to the Veterans' Employment and Training Service, United States Department of Labor (DOL-VETS).

A DOL-VETS investigator worked out a settlement with the employer, under which the employer agreed to pay me \$20,000—that came close to the pay that I had lost up to that point due to the employer's refusal to reemploy me. The investigator pressed me to sign and led me to believe that I could collect the \$20,000 and then return to work for the employer in the job that I left in 2008.

I collected the \$20,000, used the money to pay off overdue bills, and then sought to return to work for the employer. The employer's personnel director told me that the settlement agreement bars me from returning to work. Help!

A: Pursuant to your request, I have reviewed the agreement that you signed. The agreement calls for the employer to pay you \$20,000 and for you to accept that money in "full and final satisfaction" of your claim to the right to reemployment. The agreement states that the employer does not admit that it violated USERRA or any other law and does not agree that you were entitled to reemployment. The agreement states that you will not be returning to work for the employer.

The court dockets are crowded, and the law favors settlement of disputes. You signed the agreement as an adult, and you are bound by the agreement that you signed. You may well have had a legally enforceable right to reemployment, but you sold that right for \$20,000.

Q: This is not fair! The DOL-VETS investigator pressed me to sign this agreement and led me to believe that I could return to work after receiving the \$20,000. He told me, "Don't worry about what is in the written agreement—just sign it. The employer has assured me that you will be able to return to work."

A: Under the *parol evidence rule*, when parties put their agreement in writing all previous oral agreements are deemed to merge into the written agreement, and the contract cannot be modified or changed by parol (oral or verbal) evidence. If you sue to enforce your right to reemployment, the court will dismiss your suit based on the written settlement agreement and will not consider oral or verbal evidence to the effect that the employer had orally agreed that you could return to work.

The DOL-VETS investigator should not have pressed you to sign an agreement that you did not understand, but the investigator's departure from established procedure does not give you a legally enforceable right against the employer or DOL. Let this be a lesson. If you are not certain that you understand something that you have been asked to sign, get advice before you sign it, not afterwards.

If you have questions, suggestions, or comments, please contact Captain Samuel F. Wright, JAGC, USN (Ret.) (Director of the Servicemembers' Law Center) at swright@roa.org or 800-809-9448, ext. 730.