

Silencing The Lion King

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By now you may have heard of Dr. Walter Palmer, the Minnesota dentist/hunter who has risen to global infamy for allegedly shooting Cecil the Lion. What you may not have heard is the recent revelation in the news that he was sued by a former employee for sexual harassment and that he settled out of court for \$127,500. According to news reports, the good (or not so good depending on your point of view) doctor is reputed to have settled the case to resolve it quickly and to make sure there was no admission of wrongdoing. While the news reports are not clear as to the precise details of the settlement, the very fact that the settlement number is being discussed publicly strongly suggests that there was no confidentiality provision governing the terms of the deal. If so, this should be a lesson for employers faced with settling similar claims: unless you want an employee to freely make public statements boasting about the settlement terms and how much money they received, you generally should try to make sure that settlement terms are kept confidential. Otherwise, they face the situation brought about here: the settlement amount being splashed across the news. Practitioners and those who deal with litigation all the time are savvy enough to appreciate the various considerations (legal costs, time, etc.) that go into making the decision to settle and how much to pay. However, this may go over the heads of the general public, who easily could conflate the payment of \$127,500 as a concession for wrongdoing, irrespective of any disclaimer to the contrary. All of this is precisely why settlement terms – and particularly sums paid to settle litigated claims – generally should be confidential.

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