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United States Court of Appeals, Ninth Circuit.
 Marilyn ACTON, dba Profit Line; James Kemper,
 Plaintiffs-Appellants,
 v.
 MERLE NORMAN COSMETICS, INC., Defendant-Appellee.
 No. 97-56269.
 No. CV-88-07462-AJW.

Submitted Sept. 14, 1998.^{FN**}

FN** The panel unanimously finds this case suitable for submission on the record and briefs and without oral argument. Fed. R.App. P. 34(a); Ninth Circuit Rule 34-4(c).

Decided Sept. 17, 1998.

Appeal from the United States District Court for the Central District of California, Andrew J. Wistrich, Magistrate Judge, Presiding.

Before O'SCANNLAIN, FERNANDEZ, and TASHIMA, Circuit Judges.

MEMORANDUM ^{FN*}

FN* This disposition is not appropriate for publication and may not be cited to or by the courts of this circuit except as provided by Ninth Circuit Rule 36-3.

*1 James Kemper appeals pro se the district court's judgment, entered after a bench trial, in favor of Merle Norman Cosmetics in Kemper's action alleging antitrust violations and business interference with the business Profit Line, owned by Kemper and his partner, Marilyn Acton.^{FN1}

FN1. Action withdrew her Notice of Appeal on September 4, 1997. Therefore, she is no longer a party to this appeal.

Merle Norman contends that Kemper's appeal must be dismissed because he has waived his appeal rights. We will enforce an appellant's waiver of appeal rights by dismissing the appeal. *See U.S. Consol. Seeded Raisin Co. v. Chaddock & Co.*, 173 F.577, 579 (9th Cir.1909) (stating that it is "universally held that, where such an agreement [to waive appeal rights] is made upon a valid and legal consideration, either before or after trial, it will be enforced in an appellate court, and the appeal, if taken will be dismissed." (citations omitted)).

We are persuaded that Kemper waived his right to appeal. The parties negotiated an agreement ("Agreement"), to waive, inter alia, (1) the right to a jury trial, (2) the right to enforce certain local procedural rules, and (3) the right "to take any steps to appeal the Court's judgment to a higher court, including without limitation, the filing of any Notice of Appeal pursuant to Fed. R.App. P. 3, 3.1 or 4."^{FN2} On May 19, 1995, Joel Bennett, Kemper's attorney, informed Michael J. Kump, Merle Norman's counsel, by telephone, that Kemper (and Kemper's partner, Marilyn Acton) had agreed to the Agreement. Kump then filed a stipulation, pursuant to the Agreement, which informed the district court that the parties had agreed to waive various rights. On May 25, 1995, the district court entered these stipulations as its Orders. On August 14, 1995, Kemper represented to the district judge that he agreed to be bound by all orders previously entered in the case.

FN2. The Agreement stated that its purpose was to expedite the conclusion of the action and to minimize costs and fees.

Kemper argues that he is not bound by the Agreement because he did not sign it. He concedes that he offered to sign the agreement. However, he asserts that Merle Norman's counsel never required him to sign it. We conclude that Kemper is bound by the agreement because of (1) representations made by his attorney to opposing counsel, and (2) his acceptance of the benefits of the agreement throughout almost two years of litigation.

Under California law, a client is bound by the acts of his attorney-agent, if his attorney has actual or apparent authority to bind him.^{FN3} See *Blanton v. Womancare*, 38 Cal.3d 396, 403, 212 Cal.Rptr. 151, 696 P.2d 645 (1985); see also *Town of North Bonnevillle v. Callaway*, 10 F.3d 1505, 1509 (9th Cir.1993) (“[A]bsent egregious circumstances, parties are generally bound by the admissions of their attorneys, including oral admissions.”). Kemper argues that Bennett did not have authority to bind him to the agreement, because Kemper was not yet a plaintiff in the action.^{FN4} However, Kemper does not dispute that Bennett was his attorney at this time, albeit in a different (but related) action.^{FN5} Further, Kemper concedes that he offered to sign the Agreement, which indicates that he had authorized Bennett to agree to it. Thus, we conclude that Bennett had authority to bind Kemper to the agreement.

FN3. California law applies because the authority of an agent derives from state law; that the substantive dispute concerns federal law does not matter. See *Mallot & Peterson v. Director, Office or Worker's Compensation Programs*, 98 F.3d 1170, 1173 n. 2 (1996).

FN4. Kemper was added as a plaintiff on August 7, 1995, by stipulation. Kemper's partner, Acton, had been a party to the action since its filing. Kemper was added be-

cause under California law, a partner may not sue in his or her individual capacity for damages allegedly suffered by the partnership absent joinder of all partners. See *Carnation Co. v. Olivet Egg Ranch*, 189 Cal.App.3d 809, 821 n. 19, 229 Cal.Rptr. 261 (1986). Thus, Acton could not pursue Profit Line's claims against Merle Norman without joining Kemper.

FN5. At this time, Kemper was suing Merle Norman in state court.

*2 Further, we conclude that Kemper is bound by the Agreement because he accepted the benefits of it for more than two years without objection. See *Fidelity & Cas. Co. of New York v. Abraham*, 70 Cal.App.2d 776, 783, 161 P.2d 689 (1945) (“[N]otwithstanding the lack of express or apparent authority in the [attorney] -agent, his act is binding on the [client] -principal if the latter ratifies it and accepts the benefits of the agent's act.”); *Blanton*, 38 Cal.3d at 403, 212 Cal.Rptr. 151, 696 P.2d 645 (stating that a client is bound by an attorney's unauthorized acts if the client later ratifies them). Merle Norman's waivers of local procedural requirements and of a jury trial made the action less expensive and time consuming for Kemper. Although he accepted these benefits throughout two years of litigation, Kemper never indicated that he did not believe he was bound by the Agreement. This acquiescence in the terms of the Agreement estops Kemper from now claiming that he is not bound by it. See *Common Wealth Ins. Systems, Inc. v. Kersten*, 40 Cal.App.3d 1014, 1027, 115 Cal.Rptr. 653 (1974) (stating that acquiescence or silence may constitute ratification of an agent's unauthorized act).

DISMISSED.

C.A.9 (Cal.), 1998.
Acton v. Merle Norman Cosmetics, Inc.
163 F.3d 605, 1998 WL 658816 (C.A.9 (Cal.))

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