

United States Court of Appeals
FOR THE EIGHTH CIRCUIT

No. 05-1489

Carolyn Sue Dotson,

Appellant,

v.

John E. Potter, Postmaster General,
United States Postal Service,

Appellee.

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* Appeal from the United States
* District Court for the
* Eastern District of Missouri.
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* [UNPUBLISHED]
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Submitted: May 1, 2006
Filed: May 12, 2006

Before WOLLMAN, MURPHY, and COLLOTON, Circuit Judges.

PER CURIAM.

Carolyn Sue Dotson filed a sexual harassment suit against her employer, the United States Postal Service (Postal Service). The Postal Service filed a motion to dismiss for lack of subject matter jurisdiction, arguing that Dotson's suit was precluded by a settlement agreement. The district court granted the motion to dismiss, and this appeal followed. Following our careful review, see Osborn v. United States, 918 F.2d 724, 728 n.4, 729-30 (8th Cir. 1990) (standard of review), we affirm.

Dotson argued below that the settlement agreement was not enforceable because after she signed it she realized the agreement did not comport with her understanding. We agree with the district court that this argument, based on alleged “mistake of fact,” does not provide grounds for avoiding the settlement agreement. See Austin v. Trotter’s Corp., 815 S.W.2d 951, 954 (Mo. Ct. App. 1991) (only circumstances such as trick or artifice, or where parties are dealing based on trust and confidence and not at arm’s length, allow party to escape obligation under knowingly signed contract); Sosa v. Velvet Dairy Stores, Inc., 407 S.W.2d 615, 621 (Mo. Ct. App. 1966) (contract was not voided under mutual mistake of fact where mistake was based on unilateral misunderstanding).

Accordingly, we affirm.
