

Waiver Agreement Valid; Employee Cannot Sue for Sexual Harassment

By Andrew C. Pickett

February 20, 2002

Any employee who knowingly and voluntarily signed a severance agreement waiving her rights under Title VII cannot bring an action in court against her employer for sexual harassment. In a case of first impression, the U. S. Court of Appeals for the First Circuit (Boston) said there was no reason why a knowing and voluntary waiver viewed in light of the "totality of the circumstances" should not be given effect. Jackson Lewis represented the employer in the case. *Melanson v. Browning-Ferris Industries Inc.*, No. 01-1914 (1st Cir., February 19, 2002).

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