

United States Court of Appeals
FOR THE EIGHTH CIRCUIT

No. 03-1973

Eric Bernard Shields,

Appellant,

v.

John E. Potter, Postmaster General,

Appellee.

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Appeal from the United States
District Court for the
Eastern District of Missouri.

[UNPUBLISHED]

Submitted: November 5, 2003

Filed: November 14, 2003

Before BYE, BOWMAN, and MELLOY, Circuit Judges.

PER CURIAM.

Eric Shields appeals from the District Court's¹ dismissal of his employment-discrimination action pursuant to a settlement agreement. Although we ordinarily review for clear error a District Court's findings regarding the existence of a settlement agreement, see Mueller v. Guardian Life Ins. Co., 143 F.3d 414, 416 (8th Cir. 1998), we are foreclosed from doing so here because the evidentiary hearing was not transcribed and Shields did not prepare a summary statement of evidence, see

¹The Honorable Charles A. Shaw, United States District Judge for the Eastern District of Missouri.

Fed. R. App. P. 10(b)(2) and 10(c); Van Treese v. Blome, 7 F.3d 729, 729 (8th Cir. 1993) (per curiam) (review of factual findings is foreclosed by pro se appellant's failure to provide transcript as required by Rule 10(b) or request one at government expense). We note, however, that a party cannot avoid an otherwise enforceable settlement agreement merely because he later changes his mind. See Worthy v. McKesson Corp., 756 F.2d 1370, 1373 (8th Cir. 1985) (per curiam) (citations omitted).

Accordingly, we affirm. See 8th Cir. R. 47B.
