

UNITED STATES COURT OF APPEALS
FIFTH CIRCUIT

No. 92-9595

(Summary Calendar)

GEORGE STEWART,

Plaintiff-Appellant,

versus

OTIS ENGINEERING CORPORATION,

Defendant-Appellee.

Appeal from the United States District Court
For the Eastern District of Louisiana
(CA 83 4024 M)

September 10, 1993

Before GARWOOD, JONES, and EMILIO M. GARZA, Circuit Judges.

PER CURIAM:*

George Stewart, proceeding pro se, appeals the district court's denial of his post-trial motion for a "final settlement

* Local Rule 47.5.1 provides: "The publication of opinions that have no precedential value and merely decide particular cases on the basis of well-settled principles of law imposes needless expense on the public and burdens on the legal profession." Pursuant to that Rule, the Court has determined that this opinion should not be published.

judgment."¹ Concluding that the court correctly denied Stewart's motion, we AFFIRM.²

¹ We construe liberally Stewart's pro se notice of appeal to challenge the district court's final decision of December 14, 1992, denying Stewart's "Motion For Judgments," see Record on Appeal vol. 2, at 460-62, even though Stewart's notice designates an order entered on December 2, 1992. See *id.* at 468; see also *United States v. Ramirez*, 932 F.2d 374, 375 (5th Cir. 1991) (stating that "we liberally construe the order designation portion of [Fed. R. App. P.] 3(c) and, when the intent to appeal is apparent (from the briefs or otherwise) and no prejudice results to the adverse party, the appeal is not jurisdictionally defective").

² In 1983, Stewart brought a discrimination claim against Otis Engineering Corporation ("Otis Engineering"), alleging that he was discharged because of his race. See Record on Appeal vol. 1, at 1. In 1985, the magistrate judge entered judgment for Stewart, and Otis Engineering appealed. See *id.* at 238, 240. During the pendency of the appeal, the parties settled for \$162,500.00. See *id.* vol. 2, at 339. In 1988, Stewart motioned the district court for a "final settlement judgment," arguing that Otis had not satisfied the terms of the settlement agreement. The court denied the motion, finding that Otis Engineering had fully complied with the terms of the unambiguous settlement agreement by tendering a check dated September 27, 1985, in the amount of \$162,500.00. See *id.* at 367. In 1992, Stewart filed several motions))including the one which forms the basis of this appeal))requesting, once again, that the court enter a "final settlement judgment." Because Stewart's request is clearly baseless, we find no error in the court's judgment.