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U.S. COURT OF APPEALS

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

ROSALINDA RAMOS, an individual, Plaintiff - Appellant, v. TACOMA COMMUNITY COLLEGE, a municipal corporation, for the State of Washington; MARLENE BOSANKO, an individual, Defendants - Appellees.	No. 07-35639 D.C. No. CV-06-05241-FDB MEMORANDUM[*]

Appeal from the United States District Court
for the Western District of Washington
Franklin D. Burgess, District Judge, Presiding

Argued and Submitted November 21, 2008
Seattle, Washington

Before: B. FLETCHER and RAWLINSON, Circuit Judges, and EZRA[**], District Judge.

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[*] This disposition is not appropriate for publication and is not precedent except as provided by 9th Cir. R. 36-3.

[**] The Honorable David Alan Ezra, United States District Judge for the District of Hawaii, sitting by designation.

_____Appellant Rosalinda Ramos ("Ramos") appeals from the district court's grant of summary judgment in favor of her former employer Tacoma Community College ("TCC") and Dean of Humanities Marlene Bosanko ("Bosanko"). Because the facts are known to the parties, we will not repeat them here. We have jurisdiction under 28 U.S.C. § 1291. We review de novo a district court's grant of summary judgment. *Golden Gate Restaurant Ass'n v. City and County of San Francisco*, 512 F.3d 1112, 1116 (9th Cir. 2008).

The district court properly granted summary judgment, as the settlement agreement entered into by the Union on Ramos's behalf clearly released TCC and Bosanko from all claims and causes of action relating to Ramos's employment. In addition, Ramos cannot establish that the Union acted arbitrarily or in bad faith in accepting the settlement agreement without her consent because she received pay until the end of the contract term and the termination letter was rescinded. Therefore, the settlement agreement bars Ramos's claims because the Union had authority to enter into the agreement on her behalf, despite her objections thereto. *See Shane v. Greyhound Lines, Inc.*, 868 F.2d 1057, 1061 (9th Cir. 1989); *Mahon v. NLRB*, 808 F.2d 1342, 1345 (9th Cir. 1987).

AFFIRMED.