

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
OF THE STATE OF FLORIDA IN AND FOR PASCO COUNTY

2017 – CA – 561

DANIEL LEE POTTER and
JOLEEN POTTER

Plaintiffs,

v.

RONALD DALE EVANS,
Defendants.

ORDER GRANTING DEFENDANT’S MOTION TO ENFORCE SETTLEMENT

This Cause having come before the Court on Defendant’s Motion to Enforce Settlement, and the Court having reviewed the motion and responses and having heard argument of counsel, the Court enters this Order:

On July 25, 2018, the Plaintiffs individually served a Proposal for Settlement to the Defendant. The terms of the proposals are identical except for the amounts sought; Daniel Potter sought \$90,000 and Joleen Potter sought \$35,000. On August 20, 2018, the Defendant filed an Amended Notice of Acceptance of the Proposal for Settlement. On August 27, 2018, defense counsel notified plaintiffs’ counsel that only \$10,000 would be paid as that was the insurance policy limit. Plaintiffs’ counsel indicated that he did not feel as though there was an agreement, and the Defendant then filed its Motion to Enforce Settlement.

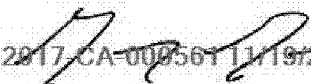
The Plaintiff indicates, and the Court agrees, that legal principles related to contracts apply to settlement agreements, Grimsley v. Inverrary Resort Hotel, Ltd., 748 So.2d 299, 301 (Fla. 4th DCA 1999). In this case, the record reflects that an offer was made, it was accepted, and there is consideration. The dispute concerns the terms of the offer. The Defendant argues that the terms of the proposal for settlement did not require actual payment of the full, or any portion of, the amounts sought, and it only required the Defendant’s agreement that the amounts sought represented the value of the damages. The Plaintiff asserts that the proposal required actual payment, and without actual payment of the full amount, the Court should allow the case to proceed to trial.

The Court agrees with the Defendant. The Proposal for Settlement contains no demand for actual payment of the full, or any portion of, the amounts sought. It contains only a statement that the amount of the settlement is \$90,000 (Daniel Potter) and \$35,000 (Joleen Potter). The Plaintiffs could have easily made the requirement for actual payment clear, but it chose not to do so. The Court finds that the proposal for settlement only required the Defendant agree to an amount of damages.

The Court also agrees with the Defendant that entry of judgment is a proper means for enforcement of settlement under §768.79, Fla. Stat. and Alexandre v. Meyer, 732 So.2d 44 (Fla. 4th DCA 1999). The Court disagrees with the Plaintiffs' argument that Abbot & Purdy Group, Inc. v. Bell, 738 So.2d 1024 (Fla. 4th DCA 1999) prohibits the court from entering judgment unless the terms of the proposal for settlement specifically call for the entry of judgment. Bell is distinguished by the fact that the defendant in Bell was ready and willing to pay the amounts in full, whereas the Defendant in this case is not. Therefore, the Court finds that the appropriate enforcement of the settlement agreement is the entry of final judgment for Daniel Lee Potter against Ronald Dale Evans in the amount of \$90,000, and entry of final judgment for Joleen Potter against Ronald Dale Evans in the amount of \$35,000.

IT IS HEREBY ORDERED and ADJUDGED that the Defendant's Motion to Enforce Settlement is GRANTED, and the Defendant is directed to submit a proposed final judgment to the Court within twenty (20) days of the entry of this Order.

DONE and ORDERED in Dade City, Pasco County, Florida this _____ 19
of November, 2018.


2017-CA-000561 11/19/2018 10:39:55 AM
2017-CA-000561 11/19/2018 10:39:55 AM

Hon. Gregory G. Groger
Circuit Court Judge

CC:
Raymond Haas, haas@hdlawpartners.com
Patrick Brennan, brennan@hdlawpartners.com
Stuart J. Freeman, stuart.freeman@fgclawfirm.com