DISTRICT COURT OF APPEAL OF FLORIDA
SECOND DISTRICT

THE PARKLAND CONDOMINIUM ASSOCIATION, INC.,

Appellant,

v.

RUTH HENDERSON,

Appellee.

No. 2D22-1279

November 16, 2022

Appeal pursuant to Fla. R. App. P. 9.130 from the Circuit Court for Hillsborough County; Emmett L. Battles, Judge.

E. Taylor George, Shaun R. Koby, Kyle L. Schmitt, and Kerry McKeown of Lydecker LLP, Tampa, for Appellant.

Cornelius C. Demps of The Demps Law Firm, PLLC, Lutz, for Appellee.

ROTHSTEIN-YOUAKIM, Judge.

The Parkland Condominium Association, Inc., appeals a nonfinal order denying its amended motion to enforce settlement agreement. Because the settlement agreement arose from mediation and both parties had not signed it in accordance with Florida Rule of Civil Procedure 1.730, we affirm.

Henderson sued her condominium association, Parkland, after a water leak caused damage to her property. Following a court-ordered mediation in late December 2021, the parties' attorneys exchanged several emails that included terms and drafts of the proposed settlement agreement. On February 2, 2022, Henderson's attorney emailed Parkland a proposed settlement agreement that included all essential terms. Parkland's attorney accepted the settlement agreement by email dated February 7, 2022, in which he stated, "I have received word from my client that they agree to the documents as drafted." On February 18, 2022, Henderson's attorney filed with the trial court a settlement agreement and a consent decree, both of which had been signed by him, along with a cover letter that referred to the "mutually-agreed Settlement Agreement." Henderson, however, had not signed either of these documents. Nor, we note, had Parkland signed the settlement agreement.

On February 23, 2022, following a breakdown in communication between the parties' attorneys, Parkland moved to enforce the settlement agreement. After a hearing, the trial court directed Henderson to draft an order indicating, "The Court

concludes that it cannot be determined that there was a full meeting of the minds on the settlement presented by the parties . . . ."[1]

"[S]ettlements are highly favored and will be enforced whenever possible." *Robbie v. City of Miami*, 469 So. 2d 1384, 1385 (Fla. 1985). "Settlement agreements are governed by contract law[,]" *Lunas v. Cooperativa de Seguros Multiples de Puerto Rico*, 100 So. 3d 239, 241 (Fla. 2d DCA 2012) (quoting *Schlosser v. Perez*, 832 So. 2d 179, 182 (Fla. 2d DCA 2002)), and a binding contract is formed when the parties indicate mutual assent to an agreement's material, essential terms, *see, e.g.*, *Pena v. Fox*, 198 So. 3d 61, 63 (Fla. 2d DCA 2015), *review granted*, No. SC21-369, 2021 WL 2690999 (Fla. June 30, 2021). The signatures of the parties themselves are not required under common law principles of contract formation. *See Warrior Creek Dev., Inc. v. Cummings*, 56 So. 3d 915 (Fla. 2d DCA 2011); *see also* 11 Fla. Jur. 2d *Contracts* §

[1] We note, however, that the written order that was prepared by Henderson and signed by the court instead stated, "The Court concludes as a matter of law that there has not been a meeting of the minds between the Parties regarding settlement."

102 (2022) ("[I]t is not necessary for a party to be a signatory to a contract to be bound by its terms.").

When parties reach a settlement agreement after mediation, however, Florida Rule of Civil Procedure 1.730(b) expressly provides: "If a partial or final agreement is reached, it *shall* be reduced to writing and signed by the parties *and* their counsel, if any." Fla. R. Civ. P. 1.730(b) (2021) (emphases supplied). Thus, "a supposed settlement agreement resulting from mediation cannot be enforced absent the signatures of all parties." *Dean v. Rutherford Mulhall, P.A.*, 16 So. 3d 284, 286 (Fla. 4th DCA 2009); *see Gardner v. Wolfe & Goldstein, P.A.*, 168 So. 3d 1281 (Fla. 4th DCA 2015) (reversing order enforcing settlement agreement where one of the parties did not sign it and claimed that he had never agreed to it); *Mastec, Inc. v. Cue*, 994 So. 2d 494, 495 (Fla. 3d DCA 2008) ("[W]e conclude that the lack of a written agreement signed by both parties was more than a mere technical deficiency, and that the alleged mediation settlement is unenforceable."); *see also* § 44.404(1)(a), Fla. Stat. (2021) ("A court-ordered mediation begins when an order is issued by the court and ends when . . . [a] partial or complete settlement agreement, intended to resolve the dispute and end the

mediation, is signed by the parties and, if required by law, approved by the court . . . .").[2]

If the purported settlement agreement had not been reached in the context of court-ordered mediation, we would likely conclude that it was binding and enforceable: by February 7, 2022, both parties' attorneys appeared to have agreed on the essential terms and had indicated that their clients were on board; thereafter, the attorney for the party now disavowing any agreement had filed the agreement with the trial court, expressly representing that there was an agreement. But in light of rule 1.730(b), we are constrained to conclude that any settlement agreement is unenforceable because it resulted from mediation yet lacked the parties' signatures.

Affirmed.

MORRIS, C.J., and STARGEL, JJ., Concur.

---

[2] Mediation also ends when "[t]he mediator declares an impasse by reporting to the court or the parties the lack of an agreement," when "[t]he mediation is terminated by court order, court rule, or applicable law," or by the "[a]greement of the parties" after they have "compli[ed] with the court order to appear at mediation." § 44.404(1)(b)-(d)1., Fla. Stat. None of those events occurred here.