

**IN THE COURT OF APPEALS
FIRST APPELLATE DISTRICT OF OHIO
HAMILTON COUNTY, OHIO**

STOCK YARDS BANK & TRUST COMPANY,	:	APPEAL NO. C-150168 TRIAL NO. A-1305337
Plaintiff-Appellee,	:	<i>JUDGMENT ENTRY.</i>
vs.	:	
TRIPLE R, LTD.,	:	
ROBERT ROCKENFIELD	:	
and	:	
LINDA ROCKENFIELD,	:	
Defendants-Appellants.	:	

We consider this appeal on the accelerated calendar, and this judgment entry is not an opinion of the court. See S.Ct.R.Rep.Op. 2; App.R. 11.1(E); 1st Dist. Loc.R. 11.1.1.

Defendants-appellants, Robert Rockenfield, Linda Rockenfield and Triple R, Ltd., a company owned by Mr. Rockenfield (“collectively, “the Rockenfields”), appeal the trial court’s judgment granting plaintiff-appellee Stock Yards Bank & Trust Company’s (“Stock Yards”) motion to enforce the settlement agreement between the parties. For the following reasons, we affirm.

In their first assignment of error, the Rockenfields maintain that the trial court erred by finding that email correspondence between the parties' attorneys, dated October 18, 2013, constituted a contract between the parties, and thus, an enforceable settlement agreement. Alternatively, they argue that if a contract was formed on that date between the parties, the contract is either void because of a contingency contained within or because the agreement had not been reduced to writing and signed by both parties.

The standard of review applicable to a ruling on a motion to enforce a settlement agreement depends upon the issues disputed, and may present a mixed question of law and fact. *See Westbanco Bank Barnesville v. Balcar*, 7th Dist. No. 00-BA-36, 2001-Ohio-3493. If the dispute is an evidentiary or factual one, we will not overturn the trial court's finding if there was sufficient evidence to support the finding. *Cembrex Care Solutions, LLC v. Gockerman*, 1st Dist. Hamilton No. C-050623, 2006-Ohio-3173, ¶ 8. But if the dispute is a question of law, we must determine whether the trial court's order is based on an erroneous standard or a misconstruction of the law. *Id.* Thus, we look to see whether the trial court erred. *Continental W. Condominium Unit Owners Assn. v. Howard E. Ferguson, Inc.*, 74 Ohio St.3d 501, 502, 660 N.E.2d 431 (1996).

First, the Rockenfields' maintain that a settlement agreement between the parties was not in existence on October 18, 2013, because there was no "meeting of the minds" as to the terms of the settlement. But the trial court had found otherwise after reviewing the parties' October email correspondence, which had been admitted into evidence without objection. Because there is no factual dispute regarding the email correspondence, the question before us is whether, as a matter of law, that

correspondence created an enforceable contract between the parties. We hold that it did.

In order to constitute a valid contract, there must be a meeting of the minds of the parties, which is achieved by both an offer and an acceptance of the contract's provisions. *See Noroski v. Fallet*, 2 Ohio St.3d 77, 79, 442 N.E.2d 1302 (1982). On October 18, 2013, the Rockenfields had responded "we have a deal with this understanding" to an email sent by Stock Yards setting forth the terms of the settlement agreement and also responded "agreed" to another email where Stock Yards indicated that the temporary restraining order would have to be modified to comport with the settlement agreement; thus, there was an offer and acceptance as to the terms of the agreement demonstrating a meeting of the minds.

Although the Rockenfields argue that continued negotiations between the parties as to the terms of the settlement show that the parties had not entered into a settlement agreement in October, a review of the email correspondence between the parties after October 18, 2103, demonstrates that the Rockenfields were attempting to amend the settlement agreement, and that their offers to do so were rejected by Stock Yards.

Next, the Rockenfields contend that if we conclude that a settlement agreement existed between the parties on October 18, 2013, then that contract was void because it contained a contingency. While there was a contingency that Stock Yards receive \$1,292,500 in net proceeds from the sale of Mr. Rockenfield's property, the agreement also stated that if that amount was not received at the closing, then the Rockenfields would be responsible for making up the difference. Therefore, the settlement agreement was not void, because it set forth what would have happened if the contingency had not been satisfied.

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Finally, we reject the Rockenfields' argument that because the parties never signed a written settlement agreement, it was unenforceable. A settlement agreement requires no more formality than any other type of contract. "It not need necessarily be signed, as even oral agreements are enforceable." *Kostelnik v. Helper*, 96 Ohio St.3d 1, 3, 2002-Ohio-2985, 770 N.E.2d 58. Further, the agreement is enforceable regardless of whether it was executed by both parties, because there is no clear evidence in the record that the parties had intended to not be bound by the terms of the agreement until it was formalized in a written document and signed by both parties. *See Bejian v. Ohio Bell Tel. Co.*, 54 Ohio St.2d 147, 151, 375 N.E.2d (1978).

Based on the foregoing, we hold that the trial court did not err as a matter of law in granting the motion to enforce the settlement agreement. The first assignment of error is overruled.

We also overrule the second assignment of error, in which the Rockenfields contend that the trial court added terms to the settlement agreement that contradicted an agreed order that was entered in December 2013. Specifically, the Rockenfields maintain that they should not be required to make a cash payment in an amount greater than \$425,000 since that was the amount that they were ordered to pay to Stock Yards. But the agreed order also required the Rockenfields to pay "any and all expenses required by the Settlement Agreement" in addition to the \$425,000. Therefore, we find that the agreed order does not contradict the terms of the settlement agreement.

In their third and final assignment of error, the Rockenfields maintain that the trial court erred by awarding more money to Stock Yards than it had originally sought in its motion to enforce the settlement agreement. It is unclear under this

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assignment whether the Rockenfields are arguing that they did not have notice as to the amount of damages Stock Yards was pursuing. If so, we disagree. The original complaint against the Rockenfields pleaded for relief in the amount of \$550,000, and, at the hearing on the motion to enforce the settlement agreement, there was testimony as to the amount of money that was still due and owing to Stock Yards under the agreement as well as some additional expenses associated with the sale of Mr. Rockenfield's property. The Rockenfields did not object to any of that testimony. Thus, we hold that the Rockenfields were on notice of the amount of damages that Stock Yards was seeking. But regardless, Civ.R. 54(C), provides that "every final judgment shall grant the relief to which the party in whose favor it is rendered is entitled, even if the party has not demanded the relief in the pleadings." Because the amount awarded to Stock Yards complied with the terms of the settlement agreement, we find no error in the amount of damages the trial court awarded.

Accordingly, the third assignment of error is overruled, and the judgment of the trial court is affirmed.

Further, a certified copy of this judgment entry shall be sent to the trial court under App.R. 27. Costs shall be taxed under App.R. 24.

FISCHER, P.J., MOCK and STAUTBERG, JJ.

To the clerk:

Enter upon the journal of the court on March 2, 2016
per order of the court _____.
Presiding Judge