

DISTRICT COURT OF APPEAL OF FLORIDA, THIRD DISTRICT

Edwin Ricardo v. Typtap Insurance Company

No. 3D24-0448 · No. 3D24-0448 · Decided December 31, 2025

SUMMARY

The Third District Court of Appeal of Florida reversed an order enforcing an alleged mediated settlement agreement between the Ricardos and Typtap Insurance Company. The court held that disputed issues concerning contract formation and mutual assent required further proceedings, including an evidentiary hearing where necessary, and vacated the related sanctions award.

CASE DETAILS

COURT	District Court of Appeal of Florida, Third District
WRITING FOR THE COURT	Bokor, J.; Scales, C.J.; Lindsey, J.
JURISDICTION	Florida Third District Court of Appeal
DECIDED	December 31, 2025
DOCKET	3D24-0448
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Appeal from an order enforcing a purported mediated settlement agreement and awarding sanctions in a breach-of-contract and declaratory-judgment action.
STANDARD OF REVIEW	De novo review applies to the appellate determination concerning enforcement of the settlement agreement; a trial court's finding of mutual assent must be supported by competent substantial evidence.
PRECEDENTIAL VALUE	Published opinion; precedential subject to the stated post-judgment rehearing finality condition.
PARTIES	Edwin Ricardo, Connie Ricardo v. Typtap Insurance Company

TOPICS

- contract formation
- mutual assent
- mediation
- appellate procedure
- sanctions

PRACTICE AREAS

- insurance
- contracts
- civil procedure
- appellate procedure
- remedies

QUESTIONS PRESENTED

1. Whether the trial court could enforce the purported mediated settlement agreement without conducting an evidentiary hearing when the parties disputed material facts concerning essential terms, mutual assent, and acceptance before revocation.
2. Whether the sanctions order could stand after reversal of the order enforcing the settlement agreement.

HOLDINGS

1. When the existence or formation of a settlement agreement depends on disputed material facts, the trial court must conduct further proceedings, including an evidentiary hearing where necessary, before enforcing the agreement.
2. The sanctions order must be vacated because reversal of the order enforcing the settlement requires further proceedings concerning the settlement's validity.

KEY QUOTATIONS

“On a motion to enforce a settlement, the moving party bears the burden of proving that the acceptance was (1) absolute and unconditional; (2) identical with the terms of the offer; and (3) in the mode, at the place, and within the time expressly or impliedly stated within the offer.”” (at 2)

“It is appropriate to reverse and remand for further proceedings, including, where necessary, an evidentiary hearing, where the formation of the settlement agreement depended on disputed issues of material fact.” (at 4)

FACTUAL BACKGROUND

The Ricardos brought breach-of-contract and declaratory-judgment claims against their home insurer for property damage sustained in 2021. Following mediation on January 17, 2024, the insurer asserted that the parties had reached an oral settlement and sought enforcement, relying in part on a mediator's report indicating that the parties reached an agreement and on a written settlement agreement signed by the Ricardos the next day. The Ricardos disputed formation, asserting that they had not agreed during mediation and had instructed counsel to hold the signed agreement rather than transmit it.

PROCEDURAL HISTORY

The Ricardos sued their homeowners insurer concerning property damage. After mediation, the insurer moved to enforce a purported oral settlement and proffered a written agreement signed by the Ricardos the following day. The Ricardos opposed enforcement with an affidavit asserting that no agreement had been reached and that, although they signed the proposed agreement, they instructed counsel to hold off on transmitting it. The trial court granted enforcement and imposed sanctions; the Third District reversed and remanded, vacating the sanctions award.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Remand for further proceedings concerning the validity and formation of the settlement agreement, including an evidentiary hearing where necessary to resolve disputed material facts; vacate the order awarding sanctions.

CASES CITED

- *Lorenzo v. Homeowners Choice Prop. & Cas. Ins. Co.*, 400 So. 3d 89, 90-91 (Fla. 3d DCA 2024)
- *Trout v. Apicella*, 78 So. 3d 681, 684 (Fla. 5th DCA 2012)
- *Gollobith v. Ferrell*, 84 So. 3d 1095, 1096-97 (Fla. 2d DCA 2012)
- *Vision Palm Springs, LLLP v. Michael Anthony Co.*, 272 So. 3d 441, 444 (Fla. 3d DCA 2019)
- *Parkland Condo. Ass'n v. Henderson*, 350 So. 3d 484, 486-87 (Fla. 2d DCA 2022)
- *Gordon v. Royal Caribbean Cruises*, 641 So. 2d 515, 517 (Fla. 3d DCA 1994)

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