

DISTRICT OF COLUMBIA COURT OF APPEALS

Brooks v. Rosebar

210 A.3d 747 (D.C. 2019) · No. 16-CV-1101 · Decided June 27, 2019

SUMMARY

David Brooks appealed the dismissal of his defamation action against Michael and Erin Rosebar after the trial court found that the parties had entered into an enforceable oral settlement. The District of Columbia Court of Appeals held that the record showed insufficient evidence of a meeting of the minds regarding whether the settlement would dismiss claims against both Rosebars or only Michael Rosebar. The court vacated the dismissal and remanded for further proceedings.

CASE DETAILS

COURT	District of Columbia Court of Appeals
WRITING FOR THE COURT	Glickman, Associate Judge; Beckwith, Associate Judge; Easterly, Associate Judge
JURISDICTION	District of Columbia
DECIDED	June 27, 2019
DOCKET	16-CV-1101
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Brooks appealed the Superior Court's dismissal with prejudice of his defamation action after the trial court found that the parties had entered into an enforceable oral settlement agreement.
STANDARD OF REVIEW	De novo review of whether the parties entered into a valid, enforceable settlement agreement.
PRECEDENTIAL VALUE	Published opinion; precedential
PARTIES	David Brooks v. Michael Rosebar, Erin Rosebar

TOPICS

- mutual assent
- contract formation
- contracts
- appellate procedure
- civil procedure

PRACTICE AREAS

- Contracts
- Civil procedure
- Appellate procedure
- Defamation
- Remedies

QUESTIONS PRESENTED

1. Whether the parties formed a valid and enforceable oral settlement agreement covering Brooks's claims against both Michael and Erin Rosebar.
2. Whether the trial court properly dismissed the case with prejudice when the record showed a dispute over the material scope of the purported settlement.

HOLDINGS

1. The record did not establish the requisite meeting of the minds as to the material term concerning whether the \$800 settlement would dismiss the claim against Erin Rosebar; therefore, no valid, enforceable settlement agreement covering that claim was established.
2. The trial court's dismissal with prejudice could not stand because the record contained insufficient evidence that the parties had formed an enforceable settlement agreement as to the claim against Erin Rosebar.

KEY QUOTATIONS

“For there to be an enforceable contract, there must be mutual assent of each party to all the essential terms of the contract.” (Part II)

“On the record before us, there is insufficient evidence to establish that the parties had the requisite meeting of the minds to create a valid, enforceable settlement agreement.” (Part II)

“The court cannot enforce a contract, including a settlement agreement, unless it can determine what the agreement is.” (Part II)

FACTUAL BACKGROUND

Brooks sued Michael and Erin Rosebar for defamation based on negative online reviews that allegedly caused his security-camera business to lose Internet referrals and close. During a September 2, 2016 hearing, Brooks and counsel for Michael discussed an \$800 payment in exchange for dismissal, but the record reflected conflicting understandings about whether the settlement would also dispose of Brooks's claim against Erin. The trial court treated Brooks's statements as assent to a settlement covering both Rosebars and dismissed the case with prejudice, although Brooks continued to object and refused the tendered check.

PROCEDURAL HISTORY

Brooks sued Michael and Erin Rosebar for defamation based on allegedly defamatory online reviews of his security-camera business. The trial court entered a discovery-sanction default against Erin Rosebar, but no default judgment was entered. During a hearing, Brooks and counsel for Michael Rosebar discussed an \$800 settlement, after which the trial court found that the settlement covered claims against both Rosebars and dismissed the case with prejudice. The trial court denied Brooks's motion to alter the judgment, and the District of Columbia Court of Appeals reversed and remanded.

DISPOSITION

REMAND INSTRUCTIONS

Remand for proceedings consistent with the opinion; the trial court's dismissal of Brooks's claims may not stand on the existing record.

CASES CITED

- Brooks v. Michael Rosebar et al., 2011 CA 002525B (D.C. Super. Ct. May 5, 2011)
- Strauss v. NewMarket Global Consulting Grp., 5 A.3d 1027, 1032 (D.C. 2010)
- Boks v. Charles E. Smith Mgmt., Inc., 453 A.2d 113, 117 (D.C. 1982)
- Dyer v. Bilaal, 983 A.2d 349, 354, 356 (D.C. 2009)
- Malone v. Saxony Coop. Apartments, Inc., 763 A.2d 725, 729 (D.C. 2000)
- Hood v. District of Columbia, 211 F. Supp. 2d 176, 178, 180 (D.D.C. 2002)
- Simon v. Circle Assocs., Inc., 753 A.2d 1006, 1012 (D.C. 2000)
- Owen v. Owen, 427 A.2d 933, 937 (D.C. 1981)
- Rosenthal v. Nat'l Produce Co., 573 A.2d 365, 370 (D.C. 1990)
- Jack Baker, Inc. v. Office Space Dev. Corp., 664 A.2d 1236, 1239 (D.C. 1995)