

DISTRICT COURT OF APPEAL OF FLORIDA, SECOND DISTRICT

Watkins v. Corbett, Corbett, and Britannia Building Consultants of Pasco County, Inc.

Watkins · No. 2D2025-0214 · Decided March 25, 2026

SUMMARY

The Florida Second District Court of Appeal affirmed the denial of Smith L. Watkins's motion for attorney's fees based on a joint proposal for settlement. The court held that the proposal was invalid under Florida Rule of Civil Procedure 1.442 because it failed to apportion the settlement amount and terms between Richard and Jennifer Corbett. The court rejected an exception based on the Corbetts' ownership of the property as tenants by the entireties and disagreed with contrary reasoning from the Fourth District in Mackensen v. Trace Elements, Inc.

CASE DETAILS

COURT	District Court of Appeal of Florida, Second District
WRITING FOR THE COURT	Northcutt, J.; Kelly, J.; LaRose, J.
JURISDICTION	District Court of Appeal of Florida, Second District
DECIDED	March 25, 2026
DOCKET	2D2025-0214
DISPOSITION	affirmed
PROCEDURAL POSTURE	After prevailing in an action alleging fraudulent inducement in the sale of a residence, Watkins appealed the denial of her motion for attorney's fees based on a joint proposal for settlement made to Richard and Jennifer Corbett.
STANDARD OF REVIEW	Not expressly stated in the opinion; the court reviewed the denial of entitlement to attorney's fees based on the validity of a proposal for settlement.
PRECEDENTIAL VALUE	Published precedential opinion
PARTIES	Smith L. Watkins v. Richard Corbett, Jennifer Corbett, Britannia Building Consultants of Pasco County, Inc.

TOPICS

- attorney fees
- offer of judgment
- civil procedure
- appellate procedure
- real estate

PRACTICE AREAS

civil procedure

attorney fees

real estate

fraudulent inducement

QUESTIONS PRESENTED

1. Whether a joint proposal for settlement must apportion the amount and terms attributable to each offeree under Florida Rule of Civil Procedure 1.442(c)(3).
2. Whether tenants by the entireties are exempt from the apportionment requirement when they bring a claim involving jointly owned real property.
3. Whether the limited exception recognized in *Kuhajda* for proposals omitting whether attorney's fees are included eliminates the separate apportionment requirement.

HOLDINGS

1. A joint proposal for settlement must state the amount and terms attributable to each party under Florida Rule of Civil Procedure 1.442(c)(3). Failure to apportion the proposal renders it invalid for purposes of recovering attorney's fees under section 768.79.
2. Tenants by the entireties are not exempt from the requirement to apportion a joint proposal for settlement between the individual parties.
3. The exception recognized in *Kuhajda* for omitting whether attorney's fees are included does not apply to a proposal that fails to apportion the amount and terms among joint parties.

KEY QUOTATIONS

"Rule 1.442(c)(3) mandates that "[a] joint proposal must state the amount and terms attributable to each party." (at 2)

"Even where no logical apportionment can be made, it is nonetheless required where more than one offeror or offeree is involved." (at 6)

FACTUAL BACKGROUND

The Corbetts sued Watkins, alleging that she fraudulently induced them to purchase her home by failing to disclose known defects. The Corbetts owned the home as tenants by the entireties, but the pleadings identified them as individual plaintiffs. Watkins made a joint proposal for settlement directed to both Corbetts without apportioning the amount or terms attributable to each party. After prevailing, Watkins sought attorney's fees based on that proposal.

PROCEDURAL HISTORY

Richard and Jennifer Corbett sued Watkins for allegedly failing to disclose known defects in a home sale. Watkins prevailed in the underlying action and sought attorney's fees under Florida's proposal-for-settlement statute based on a joint settlement proposal. The circuit court denied the fee motion, and the Second District affirmed.

DISPOSITION

affirmed

CASES CITED

- Willis Shaw Express, Inc. v. Hilyer Sod, Inc., 849 So. 2d 276, 278 (Fla. 2003)
- Cobb v. Durando, 111 So. 3d 277, 278 (Fla. 2d DCA 2013)
- Kuhajda v. Borden Dairy Co. of Alabama, 202 So. 3d 391, 395-96 (Fla. 2016)
- Allstate Indem. Co. v. Hingson, 808 So. 2d 197, 199 (Fla. 2002)
- C & S Chems., Inc. v. McDougald, 754 So. 2d 795, 797-98 (Fla. 2d DCA 2000)
- Spradley v. Spradley, 213 So. 3d 1042, 1045 (Fla. 2d DCA 2017)
- Asociacion De Perjudicados Por Inversiones Efectuadas En U.S.A. v. Citibank, F.S.B., 770 So. 2d 1267, 1269 (Fla. 3d DCA 2000)
- Florida City Police Dep't v. Corcoran, 661 So. 2d 409, 410 (Fla. 3d DCA 1995)
- Florida Med. Ass'n v. Spires, 153 So. 2d 756, 757 (Fla. 1st DCA 1963)
- Pratt v. Weiss, 161 So. 3d 1268, 1270-73 (Fla. 2015)
- Johnson v. Davis, 480 So. 2d 625, 626-27 (Fla. 1985)
- Graham v. Peter K. Yeskel 1996 Irrevocable Trust, 928 So. 2d 371, 372 (Fla. 4th DCA 2006)
- Mackensen v. Trace Elements, Inc., 388 So. 3d 815, 817 (Fla. 4th DCA 2024)