

FLORIDA THIRD DISTRICT COURT OF APPEAL

Jared Schmelzer v. Dean Frankel

Schmelzer · No. Nos. 3D24-1363 & 3D25-0139 · Decided December 3, 2025

SUMMARY

The Florida Third District Court of Appeal affirmed the final judgment but reversed an attorney-fee award based on a rejected 2018 proposal for settlement. The court held that the proposal was unenforceable because it required a release without attaching the release or sufficiently summarizing its terms, contrary to the applicable statute and rule.

CASE DETAILS

COURT	Florida Third District Court of Appeal
WRITING FOR THE COURT	Fernandez; Gordo; Gooden
JURISDICTION	Florida Third District Court of Appeal
DECIDED	December 3, 2025
DOCKET	Nos. 3D24-1363 & 3D25-0139
DISPOSITION	other
PROCEDURAL POSTURE	Consolidated appeals from a final judgment and an order awarding attorney's fees based on a rejected proposal for settlement.
PRECEDENTIAL VALUE	published
PARTIES	Jared Schmelzer v. Dean Frankel

TOPICS

- offer of judgment
- attorney fees
- civil procedure
- statutory interpretation
- appellate procedure

PRACTICE AREAS

- civil procedure
- appellate procedure
- attorney fees
- remedies

QUESTIONS PRESENTED

- Whether the 2018 proposal for settlement was enforceable when it requested a release but did not attach the release or sufficiently summarize its terms.
- Whether the trial court's attorney's-fee award based on that proposal should be upheld.

3. Whether the final judgment should be affirmed.

HOLDINGS

1. Under the 2018 version of section 768.79 and Florida Rule of Civil Procedure 1.442, a proposal for settlement that requests a release but does not attach the release or sufficiently summarize its terms is unenforceable.
2. The order awarding attorney's fees based on the unenforceable proposal for settlement must be reversed.

KEY QUOTATIONS

“The proposal for settlement requested a release, but did not attach a copy or summarize the terms. Under the 2018 statute and rule, this renders the proposal for settlement unenforceable.” (2)

FACTUAL BACKGROUND

Frankel made a proposal for settlement to Schmelzer in 2018, and Schmelzer rejected it. The proposal requested that Schmelzer provide a release but neither attached the release nor summarized its terms, and the trial court nevertheless awarded attorney's fees based on the proposal.

PROCEDURAL HISTORY

Jared Schmelzer appealed from the Circuit Court for Miami-Dade County's final judgment and order awarding Dean Frankel attorney's fees under a proposal for settlement rejected in 2018. The Third District affirmed the final judgment but reversed the attorney's-fee order.

DISPOSITION

other

CASES CITED

- State Farm Mut. Auto. Ins. Co. v. Nichols, 932 So. 2d 1067, 1079 (Fla. 2006)
- Gonzalez v. Nobregas, 357 So. 3d 193, 196 (Fla. 3d DCA 2023)
- Mix v. Adventist Health Sys./Sunbelt, Inc., 67 So. 3d 289, 292 (Fla. 5th DCA 2011)

OPINION

Jared Schmelzer v. Dean Frankel

PER CURIAM.

Third District Court of Appeal State of Florida Opinion filed December 3, 2025. Not final until disposition of timely filed motion for rehearing. _____ Nos. 3D24-1363 & 3D25-0139 Lower Tribunal No. 17-25652-CA-01 _____ Jared Schmelzer, Appellant, vs. Dean Frankel, Appellee. Appeals from the Circuit Court for Miami-Dade County, Valerie R. Manno Schurr, Judge. Lawson Huck Gonzalez, PLLC, and Jason B. Gonzalez, Mathew D. Gutierrez and Carlos Haag (Tallahassee), for appellant. Lauri Waldman Ross, P.A., and Lauri

Waldman Ross; Friedman & Friedman, P.A., and John S. Seligman and Zachary Friedman, for appellee. Before FERNANDEZ, GORDO and GOODEN, JJ. PER CURIAM. In these consolidated appeals, Appellant Jared Schmelzer appeals the final judgment and the order awarding attorney's fees for a proposal for settlement he rejected in 2018. We affirm the final judgment, but reverse the order awarding attorney's fees. The proposal for settlement requested a release, but did not attach a copy or summarize the terms. Under the 2018 statute and rule, this renders the proposal for settlement unenforceable. See § 768.79(2), Fla. Stat. (2018); Fla. R. Civ. P. 1.442(c)(2)(D) (2018); *State Farm Mut. Auto. Ins. Co. v. Nichols*, 932 So. 2d 1067, 1079 (Fla. 2006) (explaining proposal for settlement must either attach the release or sufficiently summarize its terms); *Gonzalez v. Nobregas*, 357 So. 3d 193, 196 (Fla. 3d DCA 2023) ("Most notably, the proposals require the plaintiff to execute a release but fail to attach or describe the release with sufficient detail."); see also *Mix v. Adventist Health Sys./Sunbelt, Inc.*, 67 So. 3d 289, 292 (Fla. 5th DCA 2011). Affirmed in part, reversed in part. 2