

FLORIDA THIRD DISTRICT COURT OF APPEAL

Jared Schmelzer v. Dean Frankel

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

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