

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FIFTH DISTRICT

NOT FINAL UNTIL TIME EXPIRES TO
FILE MOTION FOR REHEARING AND
DISPOSITION THEREOF IF FILED

ABIGAIL ROMAINE,

Appellant,

v.

Case No. 5D18-2521

CHRISTOPHER D. ROMAINE,

Appellee.

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Opinion filed October 18, 2019

Appeal from the Circuit Court
for Flagler County,
R. Lee Smith, Judge.

Therese Misita Truelove and Douglas A.
Kneller, of IFloridadivorce.com, LLC.,
Daytona Beach, for Appellant.

Cristine M. Russell, of Rogers Towers,
P.A., Jacksonville, for Appellee.

WALLIS, J.

Abigail Romaine (Former Wife) appeals the final judgment dissolving her marriage to Christopher D. Romaine (Former Husband), arguing that the trial court erroneously incorporated a settlement agreement into the final judgment. We find that Former Wife's response to Former Husband's proposal constituted a rejection and a counteroffer, which

Former Husband never accepted. As a result, we find that the parties did not enter into a binding contract. Therefore, we agree with Former Wife and reverse.

The parties married on October 31, 1998, and had three children together. Former Wife initiated divorce proceedings in April 2016. The case became contentious resulting in extensive discovery, court orders highlighting the need for the parties to exhibit proper respect and civility, and four failed mediations. Eventually, and in lieu of Former Wife sitting for her deposition, the parties negotiated the terms of a possible settlement agreement. Former Husband sent Former Wife an email stating the negotiated terms. Former Husband signed each page of the proposal and attached a spreadsheet distributing the parties' assets and liabilities. After consulting with her attorney and adding five handwritten statements, altering essential terms of the proposal, Former Wife signed the agreement.

When Former Wife attempted to obtain mandatory disclosure from Former Husband, Former Husband moved to enforce the settlement agreement and to stay further proceedings. The trial court granted Former Husband's request and found that the settlement agreement was enforceable because Former Wife's additional handwritten terms did not change the original terms. The trial court subsequently entered the final judgment, which incorporated and ratified the marital settlement agreement by reference, except for the handwritten notations.

A marital settlement agreement is subject to the law of contracts. See Knowling v. Manavoglu, 73 So. 3d 301, 303 (Fla. 5th DCA 2011). "Like any contract, a settlement agreement is formed when there is mutual assent and a 'meeting of the minds' between the parties—a condition that requires an offer and an acceptance supported by valid

consideration." Pena v. Fox, 198 So. 3d 61, 63 (Fla. 2d DCA 2015). It is well-established that an acceptance must be a "mirror image" of the offer in all material respects. Trout v. Apicella, 78 So. 3d 681, 684 (Fla. 5th DCA 2012). If the offeree's acceptance does not mirror the offeror's proposal as to all essential terms, it is a counteroffer that rejects the original offer. Breger v. Robshaw Custom Homes, Inc., 264 So. 3d 1147, 1150 (Fla. 5th DCA 2019).

We find that Former Wife's handwritten alterations to the marital settlement agreement changed the essential terms of Former Husband's proposal, particularly as to child support and alimony. Therefore, Former Wife's response was not an acceptance but rather a counteroffer that Former Husband never accepted. Consequently, there was no meeting of the minds to form a binding contract, and the trial court erred when it found otherwise. Accordingly, we reverse the final judgment and remand for further proceedings.

REVERSED AND REMANDED for Further Proceedings.

EVANDER, C.J. and COHEN, J., concur.