

[Cite as *Natal v. U.S. Cotton, L.L.C.*, 2017-Ohio-7078.]

Court of Appeals of Ohio

EIGHTH APPELLATE DISTRICT
COUNTY OF CUYAHOGA

JOURNAL ENTRY AND OPINION
No. 105259

ALEXANDRA NATAL

PLAINTIFF-APPELLANT

vs.

U.S. COTTON, L.L.C., ET AL.

DEFENDANTS-APPELLEES

**JUDGMENT:
AFFIRMED**

Civil Appeal from the
Cuyahoga County Court of Common Pleas
Case No. CV-14-829269

BEFORE: McCormack, J., Keough, A.J., and Laster Mays, J.

RELEASED AND JOURNALIZED: August 3, 2017

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TIM McCORMACK, J.:

{¶1} Plaintiff-appellant Alexandra Natal appeals from a judgment of the Cuyahoga County Court of Common Pleas that denied her motion to enforce a settlement agreement against her employer U.S. Cotton, L.L.C. The trial court denied her motion on the ground that it did not retain jurisdiction over the settlement agreement. After a review of the record and applicable law, we affirm the trial court's judgment.

{¶2} In 2011, Natal injured her right shoulder and neck while working on a machine. She filed a workers' compensation claim. Her claim was allowed for the conditions of "A/C separation," right trapezius sprain, and cervical sprain.

{¶3} In 2012, Natal filed for additional allowances for the conditions of herniated disc C4-5 and C5-6. A District Hearing Officer of the Industrial Commission denied additional allowance for herniated disc C4-5 but allowed additional allowance for C5-6. Subsequently, however, the Industrial Commission, through a Staff Hearing Officer, denied any additional allowances for either C4-5 or C5-6. The Industrial Commission then refused further appeal regarding these additional claims.

{¶4} Natal appealed the Industrial Commission's decision to the Cuyahoga County Court of Common Pleas. Nine months later, she voluntarily dismissed her case without prejudice. Eleven months later, she refiled her case.

{¶5} On April 22, 2015, at the final pretrial of the refiled case, Natal and U.S. Cotton reached a settlement and Natal agreed to dismiss her case with prejudice. Upon the parties' stipulation for dismissal, the trial court issued a dismissal entry: the court's

docket reflects a dismissal entry journalized the next day. The entry stated “STIPULATION FOR DISMISSAL AND JUDGMENT ENTRY. OSJ. FINAL. COURT COST ASSESSED TO THE PLAINTIFF(S).”¹ Within a month, on May 20, 2015, U.S. Cotton’s counsel sent settlement documents via US mail to Natal’s counsel for Natal’s signature. However, Natal changed her mind and no longer wanted to settle her claim. Yet, she did not file a Civ.R.60(B) motion or otherwise seek relief from the dismissal entry.

{¶6} Almost a year later, on May 13, 2016, Natal filed a motion to reinstate her case, informing the court that she had exercised a statutory right under R.C. 4123.65(C) to withdraw from the settlement agreement. The trial court denied her request. Natal did not appeal from the court’s decision.²

{¶7} Rather than appealing the trial court’s decision denying the reinstatement of her case, on July 6, 2016, she signed the April 22, 2015 settlement agreement and sent it to U.S. Cotton. In response, U.S. Cotton’s counsel advised Natal that because she had

¹Appellant’s counsel represented to this court at oral argument that it is the standard practice in this type of case for the parties to file with the court a dismissal entry with prejudice before a written settlement agreement is signed. This appears to be an ill-advised practice, as this case shows.

²R.C. 4123.65 governs application for approval by the administrator of workers’ compensation of a final settlement of workers’ compensation claim. R.C. 4123.65(C) provides that either party could withdraw its consent to agreement during a thirty-day, “cooling-off period.” *See State ex rel. Longacre v. Penton Publishing Co.*, 77 Ohio St.3d 266, 267, 673 N.E.2d 1297 (1997). The application of R.C. 4123.65 is irrelevant in the instant appeal. Even if she had properly withdrawn from the settlement agreement under the statute, the only issue in this appeal is — ironically — whether the trial court had jurisdiction to entertain her motion to *enforce* the settlement agreement.

previously rejected the settlement agreement, U.S. Cotton would be making a new settlement offer due to the additional litigation expenses it had incurred.

{¶8} Four months later, on November 3, 2016, Natal filed a motion with the trial court to enforce the April 22, 2015 settlement agreement, even though she had previously rejected it. The trial court denied the motion, citing the Supreme Court of Ohio's decision in *Infinite Sec. Solutions, L.L.C. v. Karam Props. II*, 143 Ohio St.3d 346, 2015-Ohio-1101, 37 N.E.3d 1211.

{¶9} Natal now appeals. Her sole assignment of error states:

The trial court erred when, after refusing to allow appellant to exercise her statutory right per R.C. 4123.65 to withdraw from the settlement agreement with appellee and return her case to the active docket, the court then refused to enforce the same settlement agreement after appellee refused to sign the same agreement.

{¶10} Natal did not appeal from the trial court's decision denying her motion to reinstate the case. This appeal concerns only the question of whether the trial court retained jurisdiction to enforce the settlement agreement after the case had been dismissed.

{¶11} That question is answered squarely by the Supreme Court of Ohio in *Infinite Sec. Solutions*. "A trial court has jurisdiction to enforce a settlement agreement after a case has been dismissed only if the dismissal entry incorporated the terms of the agreement or expressly stated that the court retained jurisdiction to enforce the

agreement.” *Id.* at syllabus. *See also, e.g., Chase Home Fin., L.L.C. v. Keys*, 8th Dist. Cuyahoga No. 102045, 2016-Ohio-17; *OTT Equip. Servs. v. Summit Auto. Equip.*, 2015-Ohio-4263, 45 N.E.3d 647 (9th Dist.); *State Farm Mut. Auto. Ins. Co. v. Three-C Body Shops, Inc.*, 10th Dist. Franklin Nos. 15AP-256, 15AP-261, 15AP-263, 15AP-282, 15AP-284, 15AP-348, 15AP-350, 15AP-385, 2015-Ohio-5087.

{¶12} The dismissal entry in this case neither incorporated the terms of the settlement agreement nor stated the trial court retained jurisdiction to enforce the settlement agreement. Accordingly, the trial court was without jurisdiction to enforce the settlement agreement. The trial court properly denied Natal’s motion to enforce the settlement agreement on this ground. The assignment of error is overruled.

{¶13} Judgment affirmed.

It is ordered that appellees recover of appellant costs herein taxed.

The court finds there were reasonable grounds for this appeal.

It is ordered that a special mandate issue out of this court directing the common pleas court to carry this judgment into execution.

A certified copy of this entry shall constitute the mandate pursuant to Rule 27 of the Rules of Appellate Procedure.

TIM McCORMACK, JUDGE

KATHLEEN ANN KEOUGH, A.J., and
ANITA LASTER MAYS, J., CONCUR