

Third District Court of Appeal

State of Florida

Opinion filed April 4, 2018.
Not final until disposition of timely filed motion for rehearing.

Nos. 3D17-1356 and 3D17-1005
Lower Tribunal No. 16-1853

Joseph I. Duchman,
Appellant,

vs.

Rener Da Cunha, et al.,
Appellees.

Appeals from the Circuit Court for Miami-Dade County, Maria M. Korvick,
Judge.

The Bernstein Law Firm, Jason B. Pear and Michael I. Bernstein; Therrel
Baisden, P.A., and Jonathan Feuerman, for appellant.

Boldt Law Firm, P.A., Mario R. Giommoni and Kimberly L. Boldt (Boca
Raton); Hoffman & Hoffman, P.A., Teresa Abood Hoffman, Sean C. Langton,
Maggie A. Brito, and John D. Hoffman; Dorot & Bensimon, P.L., and Datan
Dorot, for appellees.

Before EMAS, FERNANDEZ and LUCK, JJ.

PER CURIAM.

Affirmed. See Dows v. Nike, Inc., 846 So. 2d 595, 602 (Fla. 4th DCA 2003) (holding: “Settlement agreements are not considered final when the record establishes the parties’ intent to take further action prior to the completion of a binding agreement. Where essential terms of an agreement remain open, and subject to future negotiation, there can be no enforceable contract.”) (citing Williams v. Ingram, 605 So. 2d 890, 893 (Fla. 1st DCA 1992) and Suggs v. Defranco’s, Inc., 626 So. 2d 1100, 1101 (Fla. 1st DCA 1993)).