

NON-PRECEDENTIAL DECISION - SEE SUPERIOR COURT I.O.P. 65.37

RUTH WALLACE AND JOHN WALLACE,

Appellants

v.

ELLEN FEENEY,

Appellee

IN THE SUPERIOR COURT OF
PENNSYLVANIA

No. 663 EDA 2012

Appeal from the Order Entered February 13, 2012
In the Court of Common Pleas of Philadelphia County
Civil Division at No(s): April Term, 2004, No. 05371

BEFORE: DONOHUE, OLSON and FITZGERALD,* JJ.

MEMORANDUM BY OLSON, J.:

Filed: January 29, 2013

Appellants, Ruth and John Wallace, appeal *pro se* from the order entered on February 13, 2012, granting a motion to enforce settlement filed by Appellee, Ellen Feeney. We affirm.

We summarize the facts and procedural history of this case as follows. In May 2002, Ruth Wallace was allegedly injured in an automobile accident with Appellee. In April 2004, Appellants commenced suit against Appellee. In January 2006, the case proceeded to arbitration wherein the arbitrators ruled in Appellee's favor. Appellants appealed the arbitrator's decision to the Court of Common Pleas of Philadelphia County. The trial court held a pre-trial settlement conference on August 22, 2011. At that time, the parties could not reach a settlement agreement. On September 29, 2011, the trial court received a letter from Appellee's counsel stating that the parties had

*Former Justice assigned to the Superior Court.

reached an agreement and that further proceedings were unwarranted. On October 4, 2011, the trial court entered an order marking the case as settled. On December 12, 2011, Appellee filed a motion to enforce settlement. On January 3, 2012, Appellants filed a response asserting that the parties had not reached a settlement. On February 2, 2012, the trial court held a hearing on the motion to enforce settlement. On February 13, 2012, the trial court granted the motion to enforce settlement and determined that the matter was settled with prejudice for the sum of \$22,000.00. The trial court further ordered the parties to execute a release within 10 days of the date of the order. This timely *pro se* appeal followed.¹

On appeal, Appellants present one issue for our review:

Whether the trial court erred and/or abused its discretion in enforcing a settlement of this case allegedly entered into by [A]ppellants?

Appellants' Brief at 3.

Initially, Appellants contend that the trial court was required to conduct a hearing regarding the existence of a settlement agreement before making a determination as to its validity. *Id.* at 8-9. The certified record, however, confirms that prior to entering the order granting Appellee's

¹ Appellants filed a notice of appeal on February 15, 2012. The trial court did not order Appellants to file a concise statement of errors complained of on appeal pursuant to Pa.R.A.P. 1925(b). The trial court did file an opinion, however, on March 28, 2012.

motion to enforce settlement, the trial court conducted an evidentiary hearing on February 2, 2012. The transcript from the proceeding is contained in the certified record. Accordingly, to the extent that Appellants seek relief on the basis that the trial court failed to conduct a hearing, this aspect of Appellants' claim fails.

Next, Appellants claim that they expressed a willingness to settle, conditioned upon proof from Appellee's insurance carrier regarding the limits and amount of liability coverage. *Id.* at 9. Moreover, Appellants contend that settlement was further conditioned upon immediate payment of funds, because Ruth Wallace "had an acute need for money to assist with her sister's emergent medical care." *Id.* Appellants assert that evidence of the number of releases drafted by Appellee and rejected by Appellants demonstrate "no intention of attempting to compromise this case upon the terms and conditions outlined by [Appellants] at the inception of [] negotiations." *Id.* at 10.

Appellants, however, provide no legal authority or record citations to support their bald allegations that the trial court erred in granting Appellee's motion to enforce a valid settlement agreement reached by the parties. Thus, the issue is waived. *See Estate of Haiko v. McGinley*, 799 A.2d 155 (Pa. Super. 2002), *citing* Pa.R.A.P. 2119(b) (Makers of promissory note waived for appellate review their claims that there was insufficient evidence to support trial court's determination in action by estate to enforce settlement with makers, where they did not support their claims with any

citation to authority or with reasoned discussion of law.). We acknowledge that Appellants have elected to proceed *pro se*. “Although this Court is willing to liberally construe materials filed by a *pro se* litigant, *pro se* status confers no special benefit upon the appellant.” ***Wilkins v. Marsico***, 903 A.2d 1281, 1284-1285 (Pa. Super. 2006). “To the contrary, any person choosing to represent himself in a legal proceeding must, to a reasonable extent, assume that his lack of expertise and legal training will be his undoing.” ***Id.*** at 1285. Because Appellants waived their only issue for review,² we dismiss the appeal.

² Assuming *arguendo* that Appellants did not waive their sole appellate claim, we discern the trial court did not err by concluding the parties reached an enforceable settlement agreement. When reviewing the trial court's decision to enforce a settlement agreement, this Court's scope of review is plenary as to questions of law, but we are free to draw our own inferences and reach our own conclusions from the facts as found by trial court. ***See Salsman v. Brown***, 51 A.3d 892 (Pa. Super. 2012). The trial court determined that the parties agreed to settle the case for \$22,000.00. ***See*** Trial Court Opinion, 3/28/2012, at 1; N.T., 2/2/2012, at 7-8, 15-16. The trial court opined that the gravamen of Appellants' dissatisfaction was the language in Appellee's drafted release. N.T., 2/2/2012, at 14-16. Appellants' quarrel with the language in the proposed release rested on their concern that inclusion of State Farm within the agreement could potentially complicate or preclude their claim for underinsured motorist benefits, as State Farm was the insurance carrier for both Appellee and Appellants. After reviewing the draft of the release, the trial court concluded that both parties agreed to a release and determined “that when this settlement is made it will not in any way be a prohibition for counsel to go against [the insurance carrier] for [underinsured motor benefits].” ***Id.*** at 16. Thus, the trial court further ordered “the parties to execute the release within ten (10) days of the date of the order, or risk further sanctions.” Trial Court Opinion, 3/28/2012, at 1. Here, the parties agreed to the material terms of the settlement agreement and we find no error in its enforcement.

J-S70025-12

Order affirmed.