Summary of SC99279, *Clifton Jameson v. Alexis Still*
Appeal from the St. Louis County circuit court, Judge John Borbonus
Argued and submitted February 1, 2022; opinion issued April 26, 2022

Attorneys: Jameson was represented by Kirk Presley of Presley & Presley LLC in Kansas City, (816) 931-4611; and W. Alex Lamb of Lieser Law Firm LLC in St. Louis, (314) 878-3200. Still was represented by T. Michael Ward and Michael B. Maguire of Brown & James PC in St. Louis, (314) 421-3400.

This summary is not part of the opinion of the Court. It is provided by communications counsel for the convenience of the reader. It neither has been reviewed nor approved by the Supreme Court and should not be quoted or cited.

Overview: A man appeals from the circuit court's judgment finding a settlement agreement existed. In a unanimous decision written by Chief Justice Paul C. Wilson, the Supreme Court of Missouri vacates the judgment and remands (sends back) the case. The circuit court erred in entering summary judgment (judgment on the court filings, without a trial) because the insurer's counteroffer constituted a rejection of the man's settlement offer under common law contract principles, which were not altered by the statutes requiring the settlement offer to remain open for 90 days for prejudgment interest and bad-faith refusal to settle purposes.

Facts: In 2018, Clifton Jameson and Alexis Still were involved in an automobile accident. Jameson alleged Still's negligence caused the crash and his resulting injuries. On May 20, 2019, Jameson sent a letter to Still's insurer offering to settle the matter for $150,000 or all available coverages, whichever is less. The offer cited sections 408.040 and 537.058, RSMo, and noted the offer would remain open for 90 days. On June 21, 2019, Still's insurer sent a letter offering to settle the claim for $24,751. Believing Still's response constituted a counteroffer and rejection of his offer, Jameson sued Still for damages arising from the accident. In her answer, Still pleaded settlement as an affirmative defense. She later moved for summary judgment, asserting the statutes required the settlement offer to remain open for 90 days and she had sent Jameson a letter accepting the offer within that timeframe. The circuit court agreed and entered judgment in Still's favor. Jameson appeals.

VACATED AND REMANDED.

Court en banc holds: The parties did not reach a settlement agreement because Still's June 21 counteroffer constituted a rejection of Jameson's May 20 offer. Application of common law contract principles establish a counteroffer operates as a rejection, terminating any further ability to accept a settlement offer. Sections 408.040 and 537.058, RSMo, do not alter these common law principles of contract formation. Rather, the statutes merely set forth the procedures with which a plaintiff must comply to be entitled to prejudgment interest and establish a reasonable opportunity to settle for bad faith refusal to settle claims. The circuit court, therefore, erred in granting summary judgment.