

OPINION SUMMARY

MISSOURI COURT OF APPEALS EASTERN DISTRICT

GOOD HOPE MISSIONARY)	No. ED92566
BAPTIST CHURCH, Plaintiff/Appellant,)	Appeal from the Circuit Court
)	of the City of St. Louis
v.)	Honorable Dennis M. Schaumann
)	Date: March 16, 2010
ST. LOUIS ALARM MONITORING COMPANY,)	
INC., Defendant/Respondent.)	

This dispute involves a settlement agreement arising out of a lawsuit in which Good Hope Missionary Baptist Church sought damages from St. Louis Alarm Monitoring Company, Inc., (SLAM) after a fire damaged its premises. Both parties filed motions to enforce a high-low settlement agreement reached before the trial court received the jury's verdict. The parties disputed whether the agreement included prejudgment interest, and each alleged a restriction on their respective counsel's authority to settle. The trial court entered a judgment on the pleadings, in which it granted SLAM's motion to enforce settlement, concluding that the settlement did not include prejudgment interest.

REVERSED and REMANDED.

Division One Holds:

1. The most desirable approach "by far" to resolve a motion to enforce settlement is for the trial court to hold an evidentiary hearing in which the moving party proves the agreement, and the non-moving party can present evidence of its defenses.
2. The party that moves for judgment on the pleadings admits, for purposes of the motion, the truth of all well-pleaded facts in the opposing party's pleadings.
3. Under Rule 55.27(b), a plaintiff (or other party seeking affirmative relief in the underlying case) may make and prevail on a motion for judgment on the pleadings when the defending party has admitted the plaintiff's material facts; those facts entitle the plaintiff to judgment as a matter of law; and the defending party has not asserted any additional facts by way of defense.
4. However, if the defending party's pleading denies the plaintiff's allegations on material issues, or has asserted additional facts by way of defense, it is error for the trial court to enter judgment on the pleadings.
5. Lack of authority to make a settlement offer in a specific amount or to accept a settlement offer is a defense to a motion to enforce settlement and it is a factual issue that requires a hearing for resolution.

6. Evidence of the context and circumstances in which a settlement agreement is reached is admissible as an aid to interpretation at a hearing or trial in proceedings to enforce a settlement agreement.
7. Although no motion for judgment on the pleadings was filed in this case, for purposes of this analysis, Good Hope is in the position of the "non-movant" because SLAM obtained the judgment on the pleadings. Accordingly, the trial court was required to treat all well-pleaded facts in Good Hope's pleading as true.
8. Good Hope alleged facts asserting a defense of a restriction on its authority to settle and facts setting out the context and the circumstances of the settlement agreement, which facts disputed many facts alleged in SLAM's motion. The allegations required that the motion to enforce settlement be resolved after a hearing, rather than by judgment on the pleadings.

Opinion by: Kathianne Knaup Crane, Presiding Judge
Clifford H. Ahrens, J. and Nannette A. Baker, J., concur.

Attorneys for Appellant: Robert W. Cockerham, Samuel John Vincent III

Attorneys for Respondent: Ted L. Perryman, Thomas G. Wilmowski, Jr.

THIS SUMMARY IS NOT PART OF THE OPINION OF THE COURT. IT HAS BEEN PREPARED FOR THE CONVENIENCE OF THE READER AND SHOULD NOT BE QUOTED OR CITED.