

UNITED STATES DISTRICT COURT
DISTRICT OF MAINE

RONALD PERRY, et al.,

Plaintiffs

v.

RYDER TRUCK RENTAL, INC.
et al.,

Defendants

Civil No. 96-203-P-C

GENE CARTER, District Judge

MEMORANDUM OF DECISION AND ORDER DENYING DEFENDANT
RYDER TRUCK RENTAL INC.'S MOTION TO ENFORCE SETTLEMENT AGREEMENT

Before the Court for action at this time is Defendant Ryder Truck Rental, Inc.'s Motion to Enforce Settlement Agreement (Docket No. 20). After full review of the written submissions thereon, including the various affidavits which are stipulated by the parties to be the factual record on which the motion is to be decided, it is hereby ORDERED that the motion be, and it is hereby, DENIED, the Court FINDING that there never was reached by counsel for Plaintiffs and Defendant Ryder Truck Rental, Inc. a meeting of the minds on all of the material and essential terms of the subject settlement agreement. The Court FINDS that in the settlement negotiations of these parties, there never was any mention or discussion of Plaintiffs providing to Defendant Ryder Truck Rental, Inc. an agreement to indemnify Ryder from all claims, including any claims by Defendant Poland Spring

Corporation for contribution if that Defendant was ultimately found liable to Plaintiffs in the further course of proceedings in this case, or to pay Ryder's defense costs in respect to such contribution claims. No such demand was made until the time that Ryder's counsel tendered to Plaintiffs' counsel the first draft of a proposed relief and indemnity agreement. No agreement had been reached between counsel for those parties at that point on the proposed indemnity agreement. Such indemnification was, the Court FINDS, a material, and therefore essential, term of a settlement agreement between those parties.

The Court FURTHER FINDS that Plaintiffs' counsel rejected the indemnification term of the proposed release and that there has never been any meeting of the minds of the subject parties on acceptance of the indemnification term of the proposed release. Accordingly, there is no agreement to the essential terms of a full agreement of settlement. There is no settlement agreement in effect to be enforced.

GENE CARTER
District Judge

Dated at Portland, Maine this 12th day of May, 1997.