

Commonwealth Of Kentucky

Court of Appeals

NO. 2005-CA-000082-MR

PATRICIA ANN JOHNSON
KEENAN; JOSEPH KEENAN;
D.J. KEENAN; AND PATRICIA
ANN JOHNSON KEENAN, AS
STATUTORY GUARDIAN FOR
PENNY KEENAN

APPELLANTS

v. APPEAL FROM ROWAN CIRCUIT COURT
HONORABLE BETH LEWIS MAZE, JUDGE
ACTION NO. 99-CI-90147

ESTATE OF GLADA ETHEL JOHNSON,
BY AND THROUGH JUDY ADAMS,
EXECUTRIX, JUDY ADAMS, INDIVIDUALLY,
AND DAVID ADAMS, HER HUSBAND; WILMA
JEAN MIDDLETON AND AUDREY JUNE JAMISON

APPELLEES

OPINION
AFFIRMING

** ** * * * * *

BEFORE: DYCHE, McANULTY, AND TACKETT, JUDGES.

DYCHE, JUDGE: The sole question before the trial court was whether a settlement had been reached between the parties, and if so, what were its terms. The trial court found that the parties had, with the aid of the judge of the other division,

reached a settlement; the trial court then set out the terms of the settlement and ordered its enforcement.

Notwithstanding the arguments of appellants, the only issue before this panel is whether the trial court's findings of fact were clearly erroneous, or whether the trial court abused its discretion in ordering enforcement of the settlement.

Therma-Scan, Inc. v. Thermoscan, Inc., 217 F.3d 414, 418-9 (6th Cir. 2000). A trial court has the inherent power to enforce such an agreement, even if the agreement has not been reduced to writing. Id. at 419. The court must conclude that an agreement has been reached on all material terms. Brock v. Scheuner Corp., 841 F.2d 151, 154 (6th Cir. 1988).

We have examined the record and can find no clear error in the trial court's findings that a settlement had been reached between the parties. The testimony of the judge of the other division, who conducted the settlement conference, was especially persuasive, as was the testimony of a former attorney of appellants. Although some minor points may not have been finally resolved, the evidence indicates that all material provisions had been concluded by the parties.

This being said, we can find no abuse of discretion in the enforcement of the agreement. None has been shown, and we can conceive of no abuse on our own. The order of the Rowan Circuit Court is affirmed.

ALL CONCUR.

BRIEF FOR APPELLANTS:

Stephen E. Neal
White Peck Carrington Williams
& Neal, LLP
Mt. Sterling, Kentucky

BRIEF FOR APPELLEES:

Joyce Planck Stevens
Morehead, Kentucky