

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI

MATTHEW YOAKUM,

Plaintiff, Counterclaim Defendant

v.

JESSE YOAKUM

Defendant, Counterclaim Plaintiff

Case No.: 22CA-CC00140

**PLAINTIFF'S MOTION TO ENFORCE SETTLEMENT AGREEMENT
AND MOTION FOR SANCTIONS**

COMES NOW Plaintiff, Matthew Yoakum, by and through counsel and for his Motion to Enforce Settlement Agreement, states as follows:

Pursuant to the Court's Order the parties, and their respective counsel, met with Mediator Kevin Anderson at his office on September 10, 2024 with the goal of negotiating a resolution to this matter. On that day through negotiations a resolution was reached. That resolution was memorialized in a "Mediation Term Sheet" compiled by Defendant's Counsel. That Mediation Term Sheet was reviewed and signed by all parties.

Commensurate with the Mediation Term Sheet a formal settlement agreement and TOD Deed were prepared and transmitted to Counsel for Defendant by Plaintiff's Counsel. Despite multiple submissions the Defendant has failed and refused to execute the settlement agreement, the beneficiary deed called for therein, and to may payment called for therein.

Upon initially sending the settlement agreement, Defendant Jesse Yoakum, for the first time indicated that he had bequeathed the mineral rights to someone else and was unwilling to include them in the terms of the agreement. Eventually through multiple submissions the

Defendant agreed to transfer mineral rights as agreed in the Mediation Term Sheet but now refuses to pay the cash payment called for therein.

Attached hereto is the fully executed Mediation Term sheet signed by all parties, their counsel and the mediator indicating what was agreed to at mediation. Also attached hereto is the last proposed settlement agreement and beneficiary deed sent to Defendant by Plaintiff's counsel.

In order to get the case settled the parties came to specific agreements with regard to their duties and rights. There is nothing in the agreements that is unconscionable or unenforceable. Defendant has given no good reason for his refusal to complete the settlement agreement he authorized and memorialized at mediation. Plaintiff now believes that the other terms of the settlement agreement will not be upheld, including the intentional devaluation of the land, and Plaintiff getting the land free and clear of all encumbrances as agreed.

A motion to enforce settlement may be brought in a pending case, when appropriate. *Eaton v. Mallinckrodt*, 224 S.W.2d 596 (Mo. Banc 2007). Generally, the court should and will enforce a settlement agreement if the terms of the agreement are sufficiently definite. *Smith v. Woodard*, 15 S.W.3d 768 (Mo. App. 2000). The Courts are to look at a settlement agreement in the same basic construct as a breach of contract case, involving those same elements, offer, acceptance, consideration and mutual assent. *Id.*

In this case settlement was reached at and as a result of mediation, pursuant to Rule 1706(c) the settlement terms were in writing which set forth the essential terms of the settlement and that writing was signed by all involved. Exhibit A hereto is a written recitation of the essential terms of the agreement reached at mediation and was executed after mediation was deemed over and successful. Rule 17.06(a).

WHEREFORE, Plaintiff prays for an Order of this Court enforcing the terms of the settlement agreement set forth herein, as agreed to by the parties, and for such other and further relief as the Court deems just and proper.

MOTION FOR SANCTIONS

COMES NOW Plaintiff, Matthew Yoakum, by and through counsel and for his Motion to for Sanctions, states as follows:

As herein alleged the Defendant in this case formally agreed to enter into a settlement agreement by signing a Mediation Term Sheet prepared after 2 rounds of mediation. Since the signing of that document Defendant Jesse Yoakum has purposefully and intentionally engaged in a course of conduct to frustrate and interfere with the settlement agreement he agreed to. He has attempted to materially change the terms of the settlement agreement. As stated above he attempted to remove the mineral rights from the deed called for in the settlement. He then tried to renege on the promise to pay \$10,000.00.

Defendant's refusal to formally enter into the settlement agreement called for in the Mediation Term Sheet is without excuse. His failure is an intentional and malicious act to interfere with the terms of the agreement he entered into to resolve this case. Despite numerous emails there has been no legitimate concern with the issues presented in the Mediation Term Sheet, Defendant simply wants to eliminate portions of what he agreed to and signed off on in that document.

To this date, despite numerous emails, phone calls and attempts to get this matter resolved since September 10, 2024 Defendant has failed and refused to sign any proposed settlement agreement and has refused to make the payment called for therein. Plaintiff has had to spend in excess of 4 additional hours attempting to get Defendant to follow through with the terms of the

settlement negotiated at mediation. That time does not include any time for a hearing on this motion if necessary.

WHEREFORE Plaintiff prays for an Order from this Court sanctioning the Defendant for is willful and wanton refusal to comply with the terms agreed upon in writing at mediation and for wasting resources of the Plaintiff, in an amount determined to be sufficient by this Court, and for such other and further relief as the Court deems just and proper under the circumstances.

Respectfully Submitted,

Hoefle Law, LLC

/s/ T.R. Hoefle

T.R. Hoefle #56509

7926 E. 171st St.

Suite 101

Belton MO 64012

(p) 816-834-9464

(e) tr@hoeflelaw.com

Attorney for Plaintiff

CERTIFICATE OF SERVICE

I, T.R. Hoefle, hereby certify that a true and correct copy of the above and foregoing document was served on Defendant's Counsel via the Missouri Case Net e-filing system, and the original signed copy of the document is being maintained by the undersigned in his file. On this 22nd Day of November, 2024.

Nicholas Porto

/s/ T.R. Hoefle

T.R. Hoefle