

Florida Court Says it's Not Fraud When Misrepresentations are Made During Settlement Negotiations

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When settling a case, litigators are naturally focused on avoiding “Round 2” of the litigation for their clients. Toward this goal, lawyers avoid drafting settlement agreements that include any sort of representations or warranties that could form the basis of a future claim against their own client. But as the recent Florida case of *Moriber v. Dreiling* confirms, under Florida law, if a party doesn't specifically incorporate the representations made by an adversary into the settlement agreement, those representations are as good as gone – as well as any potential recourse if they prove untrue. Indeed, the Florida appellate court's advice on this issue could not be clearer: when settling a case based on the existence or non-existence of some fact, deal with it specifically in the written settlement agreement... [Continue Reading](#)

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