

Liberty would give to Appellees, and, thus, the oral settlement agreement the parties reached at the conclusion of the January 27, 2022 mediation was unenforceable.

The trial court record reflects, and the parties do not dispute, that, following the January 27, 2022 mediation, the parties intended to enter into a written settlement agreement, but that they did not, in fact, do so. There is no evidence in the record to suggest that the parties intended to resolve the issues among them, including the scope of a release, through an oral agreement. Notwithstanding the parties' intent, however, in granting Appellees' motion to enforce the settlement agreement, the court enforced purported oral agreement to settle.

This Court has held that that oral settlement agreements are enforceable when the parties have failed to execute a written agreement **only** if the parties have agreed on the essential terms of the agreement. **See *Krebs v. United Refining Co. of Pa.***, 893 A.2d 776, 783 (Pa. Super. 2006). Here, the record reflects that the parties had not agreed on the scope of a release of liability for latent defects, which is a material term.

The undisputed evidence shows that, following the January 27, 2022 mediation session, the parties exchanged numerous emails attached to which were various drafts of a written settlement agreement. This course of conduct reiterates the parties' implied intent to enter into a written settlement agreement and demonstrates that the parties were engaging in a pattern of ongoing negotiations over the still-unsettled material terms of the agreement.

Accordingly, given the absence of an executed written settlement agreement and the evidence of a monthslong period of negotiation of the material terms of the agreement, I would conclude that the trial court erred in finding that the parties had a meeting of the minds as to all material terms and, therefore, that an enforceable oral settlement agreement existed.