

**IN THE COURT OF APPEALS  
FIRST APPELLATE DISTRICT OF OHIO  
HAMILTON COUNTY, OHIO**

WALKER WAYNE SMITH,	:	APPEAL NO. C-120535
Plaintiff-Appellee,	:	TRIAL NO. 10CV-12756
vs.	:	<i>JUDGMENT ENTRY.</i>
GREGORY D. ADKINS	:	
and	:	
JO ELLEN ADKINS,	:	
Defendants-Appellants.	:	

We consider this appeal on the accelerated calendar, and this judgment entry is not an opinion of the court. *See* S.Ct.R.Rep.Op. 2; App.R. 11.1(E); 1st Dist. Loc.R. 11.1.1.

Defendants-appellants Gregory D. Adkins and Jo Ellen Adkins appeal the judgment of the Hamilton County Municipal Court enforcing a settlement agreement between the Adkinses and plaintiff-appellee Walker Wayne Smith.

In 2010, Smith filed an action claiming that the Adkinses owed him money in connection with the purchase of a mobile home. The case proceeded to trial in January 2012. Soon after the commencement of the trial, the parties informed the trial court that they had executed a written settlement agreement in which the Adkinses acknowledged that “they owe the Plaintiff the sum of \$9,600.00 for an agreement made between the parties in 1996.” The trial court ultimately entered judgment in accordance with the settlement.

In a single assignment of error, the Adkinses contend that the trial court erred in granting judgment in favor of Smith.

Settlement agreements are favored under the law. *State ex rel. Wright v. Wyendt*, 50 Ohio St.2d 194, 197, 363 N.E.2d 1387 (1977). When the parties enter into a settlement agreement in the presence of the trial court, the agreement is a binding contract. *Cembex Care Solutions, LLC v. Gockerman*, 1st Dist. No. C-050623, 2006-Ohio-3173, ¶ 7, citing *Spercel v. Sterling Industries, Inc.*, 31 Ohio St.2d 36, 285 N.E.2d 324 (1972), paragraph one of the syllabus.

In this case, the trial court did not err in accepting the settlement agreement. We find no merit in the contention that the settlement agreement was unenforceable because the debt had been discharged in bankruptcy. First, the record does not affirmatively demonstrate that the debt in question had been discharged. *See State ex rel. Adkins v. Shanahan*, 132 Ohio St.3d 519, 2012-Ohio-3833, 974 N.E.2d 1196, ¶ 2. Second, the Adkinses acknowledged in the settlement agreement that the debt remained viable, thus negating any contention that the bankruptcy precluded collection.

We also find no merit in the Adkinses' argument that the trial court erred by enforcing an oral agreement in violation of the statute of frauds, R.C. 1335.05. The trial court did not enforce an oral agreement; it enforced the parties' written agreement settling their dispute. Accordingly, we overrule the assignment of error and affirm the judgment of the trial court.

Further, a certified copy of this judgment entry shall constitute the mandate, which shall be sent to the trial court under App.R. 27. Costs shall be taxed under App.R. 24.

OHIO FIRST DISTRICT COURT OF APPEALS

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**HENDON, P.J., HILDEBRANDT and DeWINE, JJ.**

To the clerk:

Enter upon the journal of the court on February 22, 2013

per order of the court \_\_\_\_\_.  
Presiding Judge