

State of Indiana
County of St. Joseph

In the St. Joseph probate
Court

Vernado Malone

V

71D06-2201-CT-000032

Estate of Courtney wright

And

Estate of Juan Garcia

71D06-2201-CT-000031

Response to the Motion to Enforce Settlement Agreement

Now Vernado Malone filed his response to the motion to enforce the settlement agreement. Mr. Malone is pro-se in this case and states the following:

Mr. malone reached out to the other party to reach an agreement. The other party said 25k Judgment in each case, I vernado Malone asked him to draw up a document and send it to myself to read the language of it and if it was good then I will agree to filing it.

I received it(settle Agreement) After the other party filed a notice to this court saying an agreement had been reached and I filed a notice to this court saying that it wasn't true that one had been reached.

Yes there was a conversation about getting to that point but nothing verbally said by Vernado Malone that an agreement was met ONLY to draw something up to review.

As Mr. Malone was awaiting Documents it was found that the next of kin signed to allow photos to be taken and was aware of such therefore Moved my option about a 25k settlement in the wright case. And since the last hearing a witness has come forward that stated that the Gacia family lied to bring a lawsuit which is more alarming to make a settlement of 25k. and offered to testify at trial.

What makes a settlement agreement void?

If you can prove that a settlement is flawed, you can have it overturned. If a settlement agreement is signed under duress or deception, it might not be legal. A settlement agreement may also be revoked due to a mistake made by both parties or a false statement made by the other party

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agreement may also be revoked due to a mistake made by both parties or a false statement made by the other party

Are settlement agreements enforceable?

Settlement offers are not binding until the other party accepts the offer. The parties have to reach an agreement on how the civil lawsuit will be resolved. Once the necessary documents are prepared, then the settlement offer becomes binding.

In this case Mr. Malone NEVER accepted an offer Only asked the other party to draw up a proposal agreement aka settlement agreement. An offer can be revoked before accepted.

Are settlement agreements enforceable?

Settlement offers are not binding until the other party accepts the offer. In this case Vernado Malone Never accepted, only agreed to have the other party to draw up a settlement for review then to send it to malone. Malone did not delay telling the court there was no settlement made.

Therefore this court should deny the enforcement and grant any other relief

/s/ Vernado Malone

/s/ Vernado Malone
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Service

5-1-24

A copy was email to the other party on 5-1-24

/s/ Vernado Malone