

IN THE TWELFTH JUDICIAL CIRCUIT COURT  
IN AND FOR SARASOTA COUNTY, FLORIDA  
RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2021031033 2 PG(S)

RICHARD DENAPOLI,

2/23/2021 5:10 PM

KAREN E. RUSHING

Plaintiff,

CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA

Case No.: 2014 CA 6600 NC  
Circuit Civil Division C

v.

CIVIL COURTS

Receipt # 2632519

JAVIER MANJARRES,

Defendant.

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**JUDGMENT ON PLAINTIFF'S MOTION SEEKING SANCTIONS FOR BREACH OF  
MEDIATED SETTLEMENT AGREEMENT PURSUANT TO RULE 1.730, FLORIDA  
RULES OF CIVIL PROCEDURE**

THIS CAUSE came for hearing on February 4, 2021 on Plaintiff's Motion Seeking Sanctions for Breach of Mediated Settlement Agreement [DIN 26]. The hearing was evidentiary, wherein both parties testified, and the Court took into consideration the exhibits attached to the Defendant's Deposition filed at DIN 70, and the Defendant's answers to requests for admissions. Upon the arguments of counsel, the record in this case, the testimony and exhibits offered at the hearing and the applicable law, the Court finds as follows:

On July 13, 2016, the parties entered into a mediated settlement agreement, which is binding and enforceable. (Exhibit A to Defendant's deposition transcript, filed at DIN 70.) Plaintiff moves for enforcement of the settlement agreement and sanctions pursuant to Fla. R. Civ. P. 1.730(c) which states:

In the event of any breach or failure to perform under the agreement, the court upon motion may impose sanctions, including costs, attorney's fees or other appropriate remedies *including entry of judgment on the agreement*. (emphasis added)

Defendant, Javier Manjarres, violated the settlement agreement on multiple occasions, as evidenced by his deposition testimony, testimony at the instant hearing, answers to requests for admissions, and in Exhibits B-J attached to Defendant's deposition at DIN 70. On at least one occasion, Defendant Manjarres admitted to violating paragraph 1 of the mediated settlement agreement by referring to Plaintiff in a publication he personally authored and intentionally published. The nature of the publication was damaging to Plaintiff and Defendant Manjarres offered no

exculpatory or mitigating explanation for his intentional breach of the mediated settlement agreement. The Court finds this act constitutes "bad faith" on the part of Defendant.

The parties liquidated Plaintiff's damages in paragraph 2 of the mediated settlement agreement. Therefore, pursuant to paragraph 2 of the mediated settlement agreement and Rule 1.730(c), Plaintiff is entitled to a judgment in the amount of \$25,000. Plaintiff did not seek attorneys' fees and costs in the instant motion, and paragraph 3 provides that each party shall bear their own costs and fees.

**It is hereby ORDERED AND ADJUDGED** as follows:

**Plaintiff, Richard Denapoli**, 624 Alhambra Road, Venice, FL 34285 shall recover from **Defendant, Javier Manjarres**, 1755 NE 18<sup>th</sup> Street, Fort Lauderdale, FL 33305, the sum of **\$25,000**, which shall bear interest per annum annually and be adjusted quarterly in accordance with the interest rate in effect as set by the Chief Financial Officer of the State of Florida in §55.03, Fla. Stat. and for which total sum let execution issue.

**DONE AND ORDERED** in Sarasota County, Florida, this 23 day of February, 2021.

  
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**ANDREA MCHUGH, CIRCUIT JUDGE**

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing has been provided to the following as indicated this 23 day of February, 2021:

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