

Galloway Secures Enforcement of a Settlement Agreement and Dismissal in Contentious Construction Case

The U.S. District Court for the Southern District of Mississippi Eastern Division granted our motion to enforce settlement and request for attorneys' fees in connection with a construction defect case involving an apartment complex. We represented an insulation subcontractor in connection with the general contractor's claim for indemnity. The court also granted a motion for summary judgment against a co-subcontractor's insurer who was seeking contribution for defense costs.

In an impassioned construction case, the project's general contractor attempted to back out of a settlement with our client. The settlement was reached just as the arbitration began, which did not include our client. Compared to the arbitrator's award, the settlement was very favorable. For months, the general contractor refused to go through with the settlement citing a "change in circumstances" after another subcontractor's insurer paid attorneys' fees and asserted subrogation and contribution claims against our client. The court found a settlement agreement existed before the arbitration began, and with no justified basis to refuse to perfect the settlement, attorneys' fees incurred to enforce the settlement were warranted. The court also found the insurer's Complaint in Intervention for subrogation failed as a matter of law because of the settlement.

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