

**Reversed and Remanded and Opinion Filed April 30, 2025**



**In The  
Court of Appeals  
Fifth District of Texas at Dallas**

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**No. 05-23-01018-CV**

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**AHMAD IBRAHIM, Appellant**

**V.**

**SENTINEL INSURANCE COMPANY, LTD., Appellee**

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**On Appeal from the 193rd Judicial District Court  
Dallas County, Texas  
Trial Court Cause No. DC-22-14350**

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**MEMORANDUM OPINION**

Before Justices Clinton, Rossini, and Barbare<sup>1</sup>  
Opinion by Justice Clinton

This is a dispute about insurance benefits due after a burglary at appellant Ahmad Ibrahim's art studio. In a previous lawsuit, Ibrahim sued appellee Sentinel Insurance Company Ltd. for breach of contract and bad faith insurance practices. Sentinel filed this suit to enforce a settlement agreement it claimed the parties had reached in Ibrahim's suit. Each party filed a motion for summary judgment. The trial court granted Sentinel's motion and denied Ibrahim's. Because fact issues remain

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<sup>1</sup> Justice Maricela Breedlove was a member of the panel when the case was submitted without oral argument, but did not participate in this opinion. Justice Cynthia Barbare has read the briefs and reviewed the record and now serves as a member of the panel.

about the terms of the alleged settlement and neither party established its right to judgment as a matter of law, we reverse the trial court's judgment and remand the case for trial.

### **BACKGROUND**

In 2017, Ibrahim's place of business was burglarized and vandalized. He and Sentinel, his insurer, could not agree on the claim adjustment. In 2019, Ibrahim sued Sentinel in state court for claims including breach of contract and deceptive trade practices. Sentinel removed the case to federal court.

The parties mediated the dispute on December 10, 2020, but no formal agreement was prepared or signed at the mediation. Relying on the parties' email communications after the mediation, Sentinel contends that the matter was settled. The following communications occurred on December 10, 2020:

- **At 12:43 p.m., mediator Courtenay Bass emailed Ibrahim's attorneys Robert Grisham and Scott Keller, and Sentinel's attorney Christine Kirchner:**

Counsel:

This is an "instant" proposal. I need your response no later than 12:55 p.m. I have another mediation this afternoon so I have to sign off shortly after that.

This Proposal is contingent upon both parties accepting it. Please "Reply" only to me. If you "Reply All"—the other side will have your response!

This Agreement will be subject to the Parties agreeing on a final CSA with the usual terms and conditions, including releases, dismissals, confidentiality, etc.

The Mediator's Proposal for settlement is [amount redacted].

I look forward to hearing from you.

- **At 12:50 p.m., Kirchner responded to Bass:**

Sentinel accepts the mediator's proposal at [redacted] in exchange for full and final releases that include Plaintiff's release of all contractual and extra-contractual claims, dismissal of all claims with prejudice, indemnity by the insured for anyone seeking by, through or under the named insured. Lastly, the settlement is subject to confidentiality.

- **At 1:02 p.m., Bass emailed Grisham and Keller:**

Please see Christine's terms below. Please confirm that this is acceptable. Feel free to copy her on your reply.

- **At 1:04 p.m., Grisham responded to Bass:**

That's fine. Thanks.

- **At 1:13 p.m., Bass emailed Kirchner, copying Grisham and Keller:**

Please see Robert's agreement below. Congrats to all! Happy Holidays!

- **At 1:32 p.m., Kirchner responded to Bass, copying Grisham, Keller, and Lincoln Chen, an attorney for Sentinel:**

Hi everyone—great work today. Courtenay, as always, thanks for your assistance. Scott/Robert, please send payment instructions and W-9 information asap and my in-house person will order the check TODAY! Lincoln will circulate our standard Hartford release on Monday. Thanks!

- **At 1:37 p.m., Keller responded to Bass and Kirchner, copying Grisham and Chen:**

Christine—

Rather than do the settlement documentation negotiation again re Hartford, let's just mark-up the one in Nartsco. Robert will have the w-9 and drafting instructions to you today.

- **At 1:43 p.m., Kirchner emailed Keller and Bass, copying Grisham and Chen:**

Perfect thanks and yes, we were going to modify the [text blacked out].

- **At 2:05 p.m., Grisham wrote Kirchner, Keller, and Chen:**

Christine: Attached is my office's W-9. Your client can issue the check to the Law Offices of Robert N. Grisham II, PC Iolita Account. Thanks for working with us to resolve this case.

On December 18, 2020, Ibrahim emailed Kirchner directly to inform her that Grisham and Keller no longer represented him. He stated that he expected to have new counsel "before the middle of February," but invited Kirchner to contact him directly in the meantime. He stated that "The Hartford insurance never explained the reasons for their refusal to pay the obvious damages in a timely manner," and if The Hartford had timely paid, it "would have saved the Art Gallery from shutting down completely."

On December 21, 2020, Kirchner proffered a written agreement ("Proposed Agreement"), to Keller and Grisham by email, explaining:

Counsel, we hope that you have had a chance to confer with your client and counsel him that this case was fully and finally settled at mediation on December 10, 2020. We have in our office the check in the amount of [redacted] made out as per your instructions and will promptly deliver upon receipt of your client's fully executed Settlement and Release Agreement. Attached is our proposed version, which is the same as used on the [redacted] matter, previously resolved with Scott. Please advise if same is acceptable and next steps to get this matter dismissed. We are hopeful that a motion for enforcement and specific performance will not be necessary.

Sentinel's Proposed Agreement contained numerous terms not included in the parties' email communications, most notably the deduction of \$30,469.00 in attorney's fees from the amount Sentinel would pay Ibrahim. The Proposed Agreement also included broad indemnity provisions under which Ibrahim would not only indemnify Sentinel "against any and all claims made by, through or on behalf of Ibrahim arising from or in connection with the Released Matters," but also would indemnify Sentinel for all "claims, actions, judgments, or settlements" resulting from any "lien or right" and would "satisfy or resolve any and all liens arising from or in connection with the Claim or Released Matters." The Proposed Agreement also included provisions requiring Ibrahim to "file an executed dismissal with prejudice of the Lawsuit" within "three business days of delivery" of "all of the settlement funds." Ibrahim did not sign the Proposed Agreement, nor did any counsel sign it on his behalf.

Sentinel then filed a counterclaim for breach of contract in the federal court lawsuit seeking to enforce the settlement. *Ibrahim v. Sentinel Ins. Co. Ltd.*, No. 3:19-CV-2488-X-BK, 2022 WL 4280913, at \*2 (N.D. Tex. Aug. 30, 2022) (Findings, Conclusions, and Recommendation of the U.S. Magistrate Judge). Both parties moved for summary judgment, but on August 30, 2022, a United States Magistrate Judge recommended dismissal of Sentinel's counterclaim for lack of jurisdiction, denial of Ibrahim's motion as moot, and administrative closure of the case. *Id.* at \*4. The Magistrate's recommendations were accepted by the United States District

Court, and the case was administratively closed. *Ibrahim v. Sentinel Ins. Co. Ltd.*, No. 3:19-CV-2488-X-BK, 2022 WL 4280656, at \*1 (N.D. Tex. Sept. 15, 2022) (Order Accepting Findings, Conclusions, and Recommendation of the U.S. Magistrate Judge).

Sentinel then filed this suit on October 6, 2022, seeking specific performance of an agreement it alleged the parties had reached at the mediation. Sentinel pleaded that “[a]t the conclusion of mediation, the Parties reached an agreement to compromise and settle the underlying litigation and memorialized the material terms of their settlement through an email exchange facilitated by the mediator (the “Rule 11 Agreement”).” Sentinel asserted a claim for breach of the “Rule 11 Agreement” and requested specific performance of Ibrahim’s obligations under it. The petition did not reference the Proposed Agreement.

The parties again filed cross-motions for summary judgment. Although Sentinel’s motion referenced and included some of the emails quoted above, the relief Sentinel requested was specific performance of the “more formal Confidential Settlement Agreement and Release contemplated by the Parties’ Rule 11 Agreement,” that is, the Proposed Agreement. The trial court granted Sentinel’s motion, denied Ibrahim’s motion, and rendered judgment ordering Ibrahim (1) to “execute a more formal Settlement Agreement and Release contemplated by the Parties’ Rule 11 Agreement, attached hereto as Exhibit A,” attaching Sentinel’s Proposed Agreement, (2) to “comply with all terms of the Settlement Agreement and

Release,” that is, the Proposed Agreement, (3) to file a nonsuit with prejudice in the federal court suit, and (4) to pay Sentinel \$30,000.00 in attorney’s fees, “applied as an offset to the confidential settlement amount provided in the Settlement Agreement and Release.”

Ibrahim filed a motion for new trial that the trial court denied by written order. This appeal followed. In four issues, Ibrahim contends the trial court erred by (1) granting Sentinel’s motion for summary judgment, (2) granting attorney’s fees to Sentinel, (3) ordering Ibrahim to sign the Proposed Agreement, and (4) denying Ibrahim’s motion for summary judgment.

#### **STANDARD OF REVIEW**

We review a summary judgment de novo. *Trial v. Dragon*, 593 S.W.3d 313, 316 (Tex. 2019). If there are cross-motions for summary judgment, and the trial court grants one and denies the other, we consider all the evidence presented and render the judgment that the trial court should have rendered. *Id.* at 316–17.

When we review a summary judgment in favor of a claimant, we determine whether the claimant established every element of its claim as a matter of law. *Alexander v. Wilmington Sav. Fund Soc’y, FSB*, 555 S.W.3d 297, 299 (Tex. App.—Dallas 2018, no pet.). We consider the evidence in the light most favorable to the nonmovant, indulge every reasonable inference in favor of the nonmovant, and resolve any doubts against the movant. *Id.*

A defendant is entitled to a traditional summary judgment if the defendant conclusively disproves an element of the plaintiff's claim or conclusively proves every element of an affirmative defense. *Id.* Again, we take evidence favorable to the nonmovant as true, and we indulge every reasonable inference and resolve every doubt in the nonmovant's favor. *Id.* A matter is conclusively established if ordinary minds could not differ as to the conclusion to be drawn from the evidence. *Id.*

## DISCUSSION

### 1. Sentinel's motion for summary judgment (Issue 1)

Sentinel sought, and the trial court granted, the remedy of specific performance. Specific performance is an equitable remedy that may be awarded upon a showing of breach of contract. *In re Staley*, 320 S.W.3d 490, 499 (Tex. App.—Dallas 2010, no pet.).

Settlement agreements are governed by the law of contracts. *Schriver v. Tex. Dep't of Transp.*, 293 S.W.3d 846, 851 (Tex. App.—Fort Worth 2009, no pet.). We have explained:

The elements of a valid and enforceable contract are: (1) an offer; (2) an acceptance in strict compliance with the terms of the offer; (3) a meeting of the minds; (4) each party's consent to the terms; and (5) execution and delivery of the contract with the intent that it be mutual and binding. The elements of a breach of contract claim are: (1) the existence of a valid contract between plaintiff and defendant; (2) the plaintiff's performance or tender of performance; (3) the defendant's breach of the contract; and (4) the plaintiff's damage as a result of the breach.

*Staley*, 320 S.W.3d at 499 (citations omitted).

“Agreements to enter into future contracts are enforceable if they contain all material terms.” *McCalla v. Baker’s Campground, Inc.*, 416 S.W.3d 416, 418 (Tex. 2013) (per curiam). “Contracts should be examined on a case-by-case basis to determine which terms are material or essential.” *Parker Drilling Co. v. Romfor Supply Co.*, 316 S.W.3d 68, 74 (Tex. App.—Houston [14th Dist.] 2010, pet. denied). Whether a contract contains all the essential terms for it to be enforceable is a question of law. *Id.* Essential terms include the object of the contract, the consideration to be paid, and the parties’ consent to the exchange. *Id.*

In response to Sentinel’s motion for summary judgment and in support of his own, Ibrahim testified by sworn declaration that he “had never seen” the Proposed Agreement “prior to litigation of the settlement issue . . . nor were most of the terms therein discussed in any settlement negotiation of which I am aware.” Ibrahim further testified that he did not agree to “any indemnity provision, nor did I agree to any confidentiality provision. I did not agree to release Sentinel from liability for what was done to me and my business.” He also testified that he had not agreed to specific provisions, including (1) the sufficiency of the consideration paid by Sentinel, (2) his agreement to satisfy any liens or to indemnify Sentinel “for work done to cover losses that [Sentinel was] obligated by my insurance agreement to cover,” (3) the second indemnification clause requiring him to indemnify Sentinel for all claims “made by, through or on behalf of” Ibrahim, (4) the agreement to pay

Sentinel’s attorney’s fees, and (5) the agreement to use the “Nartsco” agreement<sup>2</sup> as a template, since he was not a party to that case, had never seen any agreement related to it, and the Nartsco agreement apparently was confidential.

If a party withdraws consent from a valid settlement agreement, the trial court may still enforce the agreement. *See Neasbitt v. Warren*, 105 S.W.3d 113, 117 (Tex. App.—Fort Worth 2003, no pet.). But that is not the relief the trial court granted here. Instead, the court ordered Ibrahim to sign a different contract with additional material terms that are not included in the parties’ email exchanges. Most notably, the Proposed Agreement reduced the total consideration to be paid to Ibrahim under Sentinel’s insurance policy. Accordingly, Sentinel did not meet its burden to establish, as a matter of law, that the Proposed Agreement was “a valid and enforceable contract” that included an offer, an acceptance in strict compliance with the offer’s terms, a meeting of the minds, each party’s consent to the terms, and “execution and delivery of the contract with the intent that it be mutual and binding.” *Staley*, 320 S.W.3d at 499.

We conclude the trial court erred by ordering specific performance of a contract that lacked Ibrahim’s agreement on material terms. We sustain Ibrahim’s first issue.

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<sup>2</sup> “Nartsco” is blacked out in some, but not all, references in the trial court record.

## **2. Award of attorney's fees and injunctive relief (Issues 2 and 3)**

In his second and third issues, Ibrahim argues the trial court erred by awarding Sentinel its attorney's fees and ordering Ibrahim to sign the Proposed Agreement. For the reasons we have explained, we conclude that Sentinel did not establish its right to judgment as a matter of law, and we sustain these issues. *See Alexander*, 555 S.W.3d at 299 (standard of review for summary judgment in favor of claimant).

## **3. Ibrahim's motion for summary judgment (Issue 4)**

In his fourth issue, Ibrahim contends the trial court erred by denying his motion for summary judgment. The record reflects that Ibrahim sought summary judgment on Sentinel's breach of contract claim on three grounds: (1) the email exchange does not satisfy the "signed writing" requirement of the statute of frauds; (2) there was no meeting of the minds "in that the terms of the settlement were never finalized nor were the terms contemporaneous with any alleged agreement"; and (3) Ibrahim's attorney in the federal court lawsuit did not have legal authority to agree to the terms of the settlement on Ibrahim's behalf. In his appellate brief, Ibrahim does not make any new arguments or cite any new authorities in support of his fourth issue. Instead, he relies on the arguments and authorities made in the previous sections of his brief to support his conclusion that his "motion for summary judgment should have been granted as a matter of law."

A defendant is entitled to traditional summary judgment by conclusively disproving an element of plaintiff's claim or by conclusively proving every element

of an affirmative defense. *See Alexander*, 555 S.W.3d at 299. Sentinel argues that Ibrahim failed to meet this burden. In response to Ibrahim’s motion, Sentinel argued that (1) attorneys for both parties “signed” their email communications, (2) the email communications “contain all the necessary material terms of a settlement,” and (3) Grisham and Keller were Ibrahim’s counsel of record in the federal court lawsuit from September 13, 2019, when Ibrahim first filed suit, until March 25, 2021, when they withdrew as Ibrahim’s counsel. We conclude the trial court properly denied summary judgment because Sentinel raised a fact issue on each of the grounds set forth in Ibrahim’s motion. *See* TEX. R. CIV. P. 166a(c); *Alexander*, 555 S.W.3d at 299. We overrule Ibrahim’s fourth issue.

#### CONCLUSION

We reverse the trial court’s judgment and remand to the trial court for further proceedings.

/Tina Clinton/  
TINA CLINTON  
JUSTICE



**Court of Appeals  
Fifth District of Texas at Dallas**

**JUDGMENT**

AHMAD IBRAHIM, Appellant

No. 05-23-01018-CV      V.

SENTINEL INSURANCE  
COMPANY, LTD., Appellee

On Appeal from the 193rd Judicial  
District Court, Dallas County, Texas  
Trial Court Cause No. DC-22-14350.  
Opinion delivered by Justice Clinton.  
Justices Rossini and Barbare  
participating.

In accordance with this Court's opinion of this date, the judgment of the trial court is **REVERSED** and this cause is **REMANDED** to the trial court for further proceedings.

It is **ORDERED** that appellant Ahmad Ibrahim recover his costs of this appeal from appellee Sentinel Insurance Company, Ltd.

Judgment entered this 30<sup>th</sup> day of April 2025.