

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS
OFFICE OF JUDGES OF COMPENSATION CLAIMS
FORT LAUDERDALE DISTRICT

MARIE PARAISON, OJCC#: 08-012566 KSP
Employee/Claimant, D/A: 7/28/07

v.

VACATION RESORTS INTER-
NATIONAL, INC. and SAFECO
INSURANCE CO.,

Employer/Carrier.

_____/

Lee A. Amento, Esquire, Counsel for Employee/Claimant

Dominic C. Locigno, Esquire, Counsel for Employer/Carrier

**ORDER ON E/C'S MOTION TO ENFORCE
SETTLEMENT AGREEMENT**

THIS CAUSE came before the undersigned Judge of Compensation Claims on April 20, 2010 in Broward County, Florida for a duly noticed evidentiary hearing on a motion filed by E/C to enforce settlement agreement. The hearing record closed on April 20, 2010. E/C filed its motion on November 19, 2009.

Claimant and Claimant's counsel testified in person before the undersigned at the evidentiary hearing. Documentary exhibits submitted by E/C were also admitted into evidence which included, but was not limited to e-mails and letter correspondence.

The undersigned reviewed all of the documentary and testimonial evidence presented, notwithstanding that there may not be an express recitation of same within the

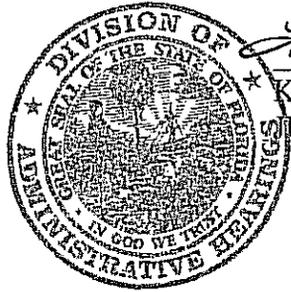
four corners of the instant Order, as well as resolved all material conflicts in the evidence, before rendering the following findings and conclusions:

1. The undersigned has jurisdiction over the parties and the subject matter.
2. Claimant admitted that she agreed to accept the settlement where she would net \$10,000.00, but she later changed her mind. Claimant also recalled that her attorney was going to see if \$2,000.00 of the settlement proceeds could be given to Claimant as an advance. Claimant testified that she did not cash the \$2,000.00 advance check.
3. Claimant's counsel testified that Claimant wanted to settle the case and she gave him authority to settle. Counsel further testified that he discussed the terms of the settlement with Claimant. The e-mail admitted as E/C Exhibit A set forth all the necessary terms with an additional request that \$2,000.00 of the net proceeds be paid to Claimant as an advance. The settlement documents, along with a check in the amount of \$2,000.00 for the advance, were sent to Claimant's counsel's office. Claimant's counsel sent the documents to Claimant on or about October 22, 2009, but Claimant did not sign the documents and return the documents to him.
4. The undersigned finds that Claimant authorized her attorney to accept the settlement offer where she would net \$10,000 and that a binding and unambiguous settlement was reached in this case. The fact that Claimant changed her mind is not a basis to nullify the agreement. Based on the foregoing, it is hereby

ORDERED AND ADJUDGED as follows:

An unambiguous settlement agreement was reached in this case and the parties are directed to comply with the terms thereof.

DONE AND ORDERED in Chambers, Lauderdale Lakes, Broward County, Florida.



Kathryn S. Pecko
KATHRYN S. PECKO
JUDGE OF COMPENSATION CLAIMS

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the above Order was entered by the Judge of Compensation Claims and a copy was served by electronic transmission on May 11, 2010 to the parties counsel or by mail if parties are unrepresented.

Calvera Barnes

**SECRETARY TO THE JUDGE
OF COMPENSATION CLAIMS**