

**STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS  
OFFICE OF THE JUDGE OF COMPENSATION CLAIMS  
Orlando District**

**EMPLOYEE:**  
Larry McMath  
5707 Perrine Dr.  
Orlando, FL 32808

**EMPLOYER:**  
Winn Dixie Warehouse  
4401 Seaboard Road  
Orlando, FL 32808

**CARRIER:**  
Sedgwick Claims Management Services, Inc.  
Jacksonville, FL Office  
P.O. Box 14482  
Lexington, KY 40512

**ATTORNEY FOR EMPLOYEE:**  
Ronson J. Petree, Esquire  
Morgan & Morgan, P.A.  
P.O. Box 4979  
Orlando, FL 32802-4979

**ATTORNEY FOR EMPLOYER/CARRIER:**  
Derrick E. Cox, Esquire  
Hurley, Rogner, Miller, Cox, Waranch &  
Westcott, P.A.  
1560 Orange Avenue, Suite 500  
Winter Park, FL 32789

**OJCC CASE NO.:** 08-032023TWS  
**D/A:** 10/2/2008

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**ORDER ON EMPLOYER/CARRIER'S  
MOTION TO ENFORCE SETTLEMENT**

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THIS CAUSE came before the undersigned Judge of Compensation Claims on Friday, January 15, 2010 on the employer/carrier's Motion to Enforce Settlement. Present and representing the claimant was Ronson J. Petree, Esquire. Present and representing the employer/carrier was Derrick E. Cox, Esquire.

The following exhibits were admitted into evidence:

1. The employer/carrier's Motion to Enforce Settlement;
2. The Mediation Settlement Agreement Report dated September 22, 2009;
3. Settlement documents signed by the claimant consisting of a Motion for Approval of Attorney's Fee and Allocation of Child Support Arrearage, a Child Support Affidavit of the Employee/Claimant, a Settlement Agreement signed by the claimant and notarized on September 28, 2009, and an undated Joint Stipulation for Attorney's Fees.

In making my findings of fact and conclusions of law in this claim, I have carefully considered and weighed all of the evidence that was presented to me. I have observed the candor and demeanor of the witnesses and resolved all of the conflicts in the testimony and evidence. In writing this Order, I have attempted to distill the salient issues together with findings and conclusions necessary to their resolution. Even though I have not attempted to summarize the testimony of each witness or to state non-essential facts, this does not mean that I have failed to consider all the evidence. After careful consideration of all of the evidence presented, and after having resolved any conflicts therein, I hereby find as follows:

1. The stipulations of the parties are factual and incorporated by reference as if set out at length herein.

2. I hereby grant the employer/carrier's Motion to Enforce Settlement. In reaching my decision, I have considered the arguments of counsel and the claimant's live testimony. All parties agreed that the claimant attended a mediation on September 22, 2009. All parties agreed that the claimant was represented by counsel throughout the mediation process on September 22, 2009. All parties agreed that the claimant executed the Mediation Settlement Agreement. All parties agreed that settlement documents were subsequently prepared, and the claimant executed the settlement documents on September 28, 2009. Finally, all parties agreed that the claimant subsequently expressed a desire to no longer proceed with settlement of his claim. At trial, the claimant testified that he felt pressured to proceed with the settlement.

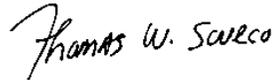
3. I have considered all of the evidence, including the claimant's testimony. After considering all of the evidence, I find that a Settlement Agreement was voluntarily entered into by the claimant of his own free will on September 22, 2009. I further find that I am bound by the basic principles of contract law. There was an offer, acceptance and consideration. There was a meeting of the minds by all parties at the time the Mediation Agreement was executed on September 22,

2009. Since a valid, binding settlement agreement was reached at mediation, the claimant cannot later back out of the settlement.

4. The Florida Supreme Court has held that settlement agreements are highly favored and must be enforced whenever possible. See Robbie v. City of Miami, 469 So.2d 1384 (Fla. 1985). Based on my review of the exhibits and other evidence presented, I find that the settlement agreement reached at mediation on September 22, 2009 must be enforced.

WHEREFORE, it is Ordered and Adjudged that the employer/carrier's Motion to Enforce Settlement is granted and the claimant is hereby ordered to comply with the terms of the Mediation Settlement Agreement dated September 22, 2009.

DONE and ORDERED in Orlando, Florida, this 21st day of January, 2010.



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Honorable Thomas W. Sculco  
Judge of Compensation Claims

### CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing Order has been served by U.S. Mail to the parties.  
This is to certify that a true and correct copy of the foregoing Order has been served by electronic mail to the attorneys of record.

 Digitally signed by Marla Miller  
Date: 2010.01.21 14:04:44 -05'00'

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Assistant to Judge Sculco