

STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS  
OFFICE OF THE JUDGES OF COMPENSATION CLAIMS  
ORLANDO DISTRICT OFFICE

Jose Castillo,  
Employee/Claimant,

OJCC Case No. 14-018463WJC

vs.

Accident date: 06/15/2014

Casselberry Meat Market/Tower Group  
Companies,  
Employer/Carrier/Servicing Agent.

Judge: W. James Condry, II

ORDER ON MOTION TO ENFORCE SETTLEMENT

THIS CAUSE came before the undersigned on the morning of Tuesday, September 1, 2015, on the Employer/Carrier's, hereinafter referred to as the E/C's, June 5, 2015 Motion to Enforce Settlement. Appearing at the evidentiary hearing was Attorney Matthew J. Troy for the E/C and Attorney Eli Brotman for the claimant. Although notice of the evidentiary hearing was attempted to be effected on the claimant by his counsel via certified mail on August 11, 2015, Mr. Castillo failed to call or show for the hearing.

Received into evidence, without objection, were the E/C's June 5, 2015 Motion to Enforce (Docket ID#11), the January 12, 2015 notice of settlement filed by claimant's counsel (Docket ID#9), a January 12, 2015 letter detailing the terms of the settlement, a composite exhibit consisting of the certified notice of the hearing and an associated USPS tracking of the notice document, and the August 14, 2015 response to the E/C's motion to enforce settlement (Docket ID#16). In addition to the documentary exhibits received into evidence, sworn testimony was taken from the attorneys.

OVERVIEW

Mr. Castillo is a former meat cutter with Casselberry Meat Market who sustained a laceration injury to his right thumb in the course and scope of his employment on June 15, 2014. A petition for benefits was filed on August 12, 2014 seeking a finding of compensability of his claim, the authorization of medical care including transportation to medical providers and the provision of other benefits. The claim was accepted as compensable with certain workers' compensation benefits furnished. Notice of resolution of that August petition was entered on September 4, 2014.

On January 12, 2015 the claim was reportedly settled with claimant's counsel filing a notice of settlement. Settlement documents were sent to claimant's attorney pursuant to the agreement on January 19, 2015 but not returned. The failure of the E/C to receive the settlement documents back and executed resulted in the filing of the subject motion to enforce.

### **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

It is well settled that a JCC retains jurisdiction to determine whether a settlement agreement was entered into and to construe or give effect to such agreements. See ***Jacobsen v. Ross Stores*, 882 So. 2d 431, 433 (Fla. 1<sup>st</sup> DCA 2004)**; ***Czopek v. Great Chemicals & GAB*, 778 So.2d 996, 997 (Fla. 1<sup>st</sup> DCA 2000)** and ***Dominquez v. Cruise Holdings*, 814 So.2d 505 (Fla. 1<sup>st</sup> DCA 2002)**. The existence of a settlement agreement is a question of fact within the JCC's discretion. See ***Calderon v. J.B. Nurseries, Inc.*, 933 So.2d 553 (Fla. 1<sup>st</sup> DCA 2006)**. The acceptance of an offer that results in an enforceable agreement must be absolute and unconditional; identical with the terms of the offer and in the mode, at the place, and within the time expressly and impliedly stated within the offer. See ***Nichols v. Hartford Insurance Co. of the Midwest*, 834 So.2d 217 (Fla. 1<sup>st</sup> DCA 2002)**. In regard to settlements that involve releases all of the details of a release do not need to be absolutely decided upon so long as the parties agree on the essential terms of the release. The party seeking to enforce the settlement agreement has the burden to establish a meeting of the minds to a certain and definite proposition.

After considering the representations of the attorneys, the documentary exhibits and being otherwise advised in the premises, I find as follows:

- 1) That both parties were represented by counsel. The Attorney Troy testified that he received a settlement acceptance from Mr. Castillo's attorney to settle the workers' compensation case in its entirety for \$4,000 inclusive of fees and costs. The settlement included the carrier payment of a \$1,500 attorney fee for the medical only claim flowing from the August 12, 2014 petition for benefits. Additionally there would be a washout of the total claim for \$2,500 from which the claimant would pay a \$500 guideline attorney fee and \$201 in costs. The settlement would also include a general release.
- 2) Claimant's counsel testified that claimant gave them the authority to settle the case for the figures as outlined in paragraph 1 above and as contained in the August 12, 2014 settlement confirmation letter forwarded to the E/C. Representation of such authority

to settle the case was also alleged in the response to the E/C motion to enforce settlement.

- 3) Since reportedly settling the case Attorney Brotman testified that they have been unsuccessful in getting the claimant to return the settlement documents. The claimant has since moved to Jamaica, New York and telephone calls, email messages and letters, including certified letters, have not been returned. The certified letter intended to notice the claimant of this evidentiary hearing was returned unclaimed. The Jamaica, New York address had been verified by claimant's counsel as late as April 15, 2015.
- 4) The last telephone discussion with the claimant was held on May 13, 2015 at which time the claimant indicated, although initially hesitant, that he would execute and return the documents. That was the last contact made. The claimant's provided telephone number has since been disconnected and the claimant has not responded to emails sent to the email address that he furnished.
- 5) The evidence presented at this evidentiary hearing suggests that settlement authority was given by the claimant resulting in the agreement as memorialized in the January 12, 2015 confirmation letter submitted by claimant's attorney's office. The weight of the evidence presented suggests that the claimant agreed to execute and return the settlement documents consistent with that agreement. However the reason for his failure to return those documents consistent with the last representations he made to his counsel is unknown.
- 6) As Mr. Castillo failed to appear at the evidentiary hearing and provide any explanation as to why he had failed to execute and return the settlement documents, I have no reason to disbelieve the evidence presented by the witnesses today that a settlement was reached. There is no evidence to suggest that Mr. Castillo was tricked, forced or coerced into entering into the settlement. No such arguments or evidence was offered and there is no evidence that the claimant disputes the existence of a settlement.
- 7) In that a JCC is authorized to determine whether a valid, binding settlement agreement was reached and, if so, to establish its terms, I have done that here.
- 8) From a public policy standpoint settlement agreements are highly favored and must be enforced wherever possible. See ***Robbie v. City of Miami*, 469 So.2d 1384, 1385 (Fla. 1985)**. While the law favors settlements and their enforcement, the evidence

must nevertheless demonstrate that there was mutual agreement to all of the material terms. From the greater weight of the evidence I have made the factual determination from the representations of the attorneys at the evidentiary motion hearing that a settlement was indeed reached.

- 9) **The claimant, Jose Castillo, shall have 21-days from the entry of this order with which to notify this tribunal in writing of any challenge to the existence of the settlement found herein and to request that this order be vacated.** Failure to do so will result in this order becoming final and non-appealable within 30-days of its entry. With the exhaustion of said time frame I shall find that there was a valid binding settlement agreement entered into on January 12, 2015 and that the settlement should be enforced.

WHEREFORE IT IS ORDERED AND ADJUDGED that:

- (1) Subject to the limitations as set forth in paragraph 9 above, the Motion to Enforce the Settlement Agreement is GRANTED.
- (2) The parties are directed to govern themselves accordingly.

DONE AND ORDERED in Chambers in Orlando, Orange County, Florida.



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Honorable W. James Condry, II  
Judge of Compensation Claims  
Office of the Judges of Compensation Claims  
400 West Robinson Street, Suite 608-North  
Orlando, Florida 32801-1701  
(407) 245-0844

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that the Judge of Compensation Claims entered the foregoing order. A true and correct copy of the order was electronically served on the parties' attorneys of record and on the claimant by Certified Mail on this the 1<sup>st</sup> day of September 2015.



Digitally signed by  
Susan Berman  
Date: 2015.09.01  
13:37:19 -04'00'

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Susan Berman  
Assistant to Judge of Compensation Claims

**COPIES FURNISHED:**

Jose Castillo  
2029 Las Palmas Cir.  
Orlando, FL 32822

Jose Castillo  
18311 Hillside Avenue, Apt 6N  
Jamaica, NY 11432

Scott J. Sternberg, Attorney  
Eli Brotman, Attorney  
Scott J. Sternberg & Associates, P.A.  
560 Village Blvd., Suite 270  
West Palm Beach, FL 33409  
service@SternbergLawOffice.com;  
systemadmin@sternberglawoffice.com

Matthew J. Troy, Attorney  
Hurley Rogner Miller Cox Waranch & Westcott P.A.  
1560 Orange Ave., Suite 500  
Winter Park, FL 32789  
mtroy@hrmcw.com;  
sperez@hrmcw.com