

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

Claimant:
Valerie Devero-Lynn,

OJCC Case No. 13-000551LAR
Accident date: 1/17/2011
Judge: Laura Roesch

vs.

Employer:
Bay Center

Attorney for Claimant:
R. Alan Andrews, Esquire

And

Attorney for Employer/Carrier:
Matthew Bennett, Esquire

Carrier:
Gallagher Bassett Services, Inc.,

_____ /

FINAL EVIDENTIARY ORDER
ON
AMENDED MOTION TO ENFORCE SETTLEMENT AGREEMENT

Upon proper notice, an evidentiary hearing was held before the undersigned on September 10, 2013 regarding the Employer/Carrier's *Amended Motion to Enforce Settlement Agreement*, as electronically filed herein on July 24, 2013. Attorney Matthew Bennett represented the Employer/Carrier. Attorney R. Alan Andrews represented the Claimant. The Claimant did not appear.

The following were marked as Exhibits:

Employer/Carrier Exhibits:

1. Amended Motion to Enforce Settlement Agreement filed July 24, 2013.
2. Mediation Settlement Agreement dated March 20, 2013.
3. Mediation Report dated March 20, 2013.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Employer/Carrier herein seeks enforcement of a settlement agreement. Based upon the exhibits, applicable law, and argument of counsel, I make the following determinations:

1. I have jurisdiction over the parties and the subject matter of this Claim.

2. The Claimant, represented by counsel, filed a Petition for Benefits herein on January 9, 2013. Upon proper notice, the parties attended and participated in a state mediation on March 20, 2013. At the conclusion of mediation, according to the Mediation Agreement entered herein as *Exhibit #2*, the parties agreed to a complete washout/settlement of all issues, including but not limited to past and future claims for medical and indemnity benefits for the lump-sum of \$2,500.00, inclusive of fees and costs. Also by agreement of the parties, the pending Petition for Benefits was dismissed without prejudice.

3. Thereafter, counsel for the Employer/Carrier prepared settlement agreements according to the agreement of the parties and mailed them to Claimant's counsel on March 22, 2013. To date, despite repeated inquiry by defense counsel, the signed settlement paperwork has yet to be executed and returned.

4. Having considered the Employer/Carrier's amended motion, I find there is no dispute as to the relevant facts as noted herein. I also find the Employer/Carrier's argument to be well founded. The Amended Motion to Enforce Settlement Agreement, as entered into by the parties on March 20, 2013, is granted.

It is, therefore,

ORDERED and ADJUDGED that:

1. Claimant shall properly execute and return the settlement documents to her attorney by **September 26, 2013** after which counsel will immediately forward the documents to counsel for the Employer/Carrier. Failure to do so, as noted herein, will result in the settlement as reached on March 20, 2013 being null and void and the Employer/Carrier herein excused from settlement under the terms and conditions as noted in the settlement agreement dated March 20, 2013.

DONE AND ORDERED in Panama City, Bay County, Florida.



Laura Roesch

Laura Roesch
Judge of Compensation Claims
Division of Administrative Hearings
Office of the Judges of Compensation Claims
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THIS IS TO CERTIFY that the foregoing order was entered herein and electronically served to counsel for the parties and served by U.S. Mail to the Claimant, this 11th day of September 2013.

/s/ L. Hickman

Deputy Clerk

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