

**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS
OFFICE OF THE JUDGES OF COMPENSATION CLAIMS
MIAMI-DADE DISTRICT OFFICE**

EMPLOYEE:
Andy Barrera

Employee/Claimant,

ATTORNEY FOR THE EMPLOYEE
Mr. Elvis Adan
Richard Zaldivar, P.A.
2600 SW 3rd Avenue Ste. 300
Miami, FL33129

EMPLOYER:
StaffLink Outsourcing, Inc.
1776 N. Pine Island Road #108
Plantation, Florida 33167

ATTORNEY FOR
EMPLOYER/CARRIER/SERVICING
AGENT:
Mr. Robert Gluckman
Hurley, Rogner, Miller, Cox, Waranch &
Westcott, P.A.

CARRIER/SERVING AGENT:
SUA Claims
P.O. Box 948154
Maintland, FL 32794-8154

OJCC No.: 06-031359HHH

D/A: 8/28/2006

Judge: Henry H. Harnage

**ORDER ON MOTION FOR SUMMARY FINAL ORDER IN FAVOR OF
STAFFLINK OUTSOURCING INC, SUA CLAIMS, AND SUA
INSURANCE COMPANY, INC.**

THIS CAUSE, came before me on December 1, 2009 upon the Employer/Carrier's Motion for Summary Final Order as to Stafflink Outsourcing, Inc., and SUA Insurance Company, Inc., and SUA Claims. Present before me was Mr. Elvis Adan, on behalf of the Claimant. Mr. Robert Gluckman was present via telephone as the attorney on behalf of Stafflink Outsourcing, Inc., SUA Claims, and SUA Insurance Company, Inc. Upon reviewing the Motion for Summary Final Order including all of the attachments, and upon hearing detailed arguments from

Counsel, I ruled on the record at the hearing's conclusion, and this Order follows in substantial conformance with that oral ruling.

1. The Employer/Carrier e-filed their Motion for Summary Final Order on October 29, 2009. That Motion contained the following exhibits:

A) Exhibit #1 - Petition for Benefits dated September 19, 2006 listing the Employer Dade Contracting, Inc., and Carrier SUA/Travelers Property and Casual Company; a Petition for Benefits dated October 11, 2006 alleging the Employer as Dade Contracting, Inc. and Carrier Carrier SUA Insurance Company; and, a Petition for benefits dated October 11, 2006 alleging the Employer as Dade Contracting, Inc., and Carrier Stafflink Outsourcing.

b) Exhibit #2 was the Response to Petition for Benefits prepared by Travis Bliemeister on 11/14/2006.

c) Exhibit #3 was the deposition of Andy Barrera, specifically pages 14-23.

d) Exhibit #4 was an Affidavit from Steve Varisco sworn to on June 15, 2009.

e) Exhibit #5 was an Affidavit sworn to by Travis Bliemeister on July 14, 2009.

f) Exhibit #6 was the Employer/Carrier's Request to Produce dated October 9, 2008.

g) Exhibit #7 was the Employee's Response to Employer/Carrier's Request to produce dated 10/09/2008 purportedly served on January 20, 2009.

2. The Claimant, argues that there is ongoing discovery which needs to be done and specifically alludes to my prior order to certify "Lou from ENJ Wholesale Shoe" to Circuit Court for contempt proceedings. Mr Adan acknowledges they have not done anything to pursue, as they are unsure of how to proceed.

3. Pursuant to Rule 60Q-6.120(1), a party may move for a Summary Final Order as a matter of law. The Judge may enter a Summary Final Order where there are no genuine issues as to any material fact and where the order would be dispositive of the issues raised by the subject Petitions.

4. I accept the Affidavit of Mr. Steve Varisco that at no time did Stafflink Outsourcing, Inc., generate any payroll for Andy Barrera, nor did Stafflink Outsourcing, Inc., possess any paperwork required for an applicant to become an employee of Stafflink Outsourcing, Inc., and that he was not an employee of Stafflink Outsourcing, Inc. As raised at the hearing, should this information be factually incorrect, Mr. Varisco may be subject to the penalty of perjury if he fraudulently has misrepresented the facts in his Affidavit.

5. I also accept the Affidavit of Mr. Travis Bliemeister, as true, that he was employed as the adjuster working for Unisource Administrators **who was** the third party administrator for SUA/Insurance on the date of accident but is currently the adjuster for SUA Claims, and currently the third party administrator for SUA Insurance Company. I accept his statement that SUA Insurance had insurance

coverage on the date of accident for Stafflink Outsourcing, Inc., but did not at any time have coverage for a third party, Dade Contracting.

6. The Claimant is still free to pursue any claims he may have as to Dade Contracting, Inc., and SUA Travelers Property and Casualty as set forth in Exhibit #1 of the Motion for Summary Final Order. The Claimant is still permitted to petition the Circuit Court for contempt proceedings pursuant to my previous order as to Lou and ENJ Shoe Wholesalers.

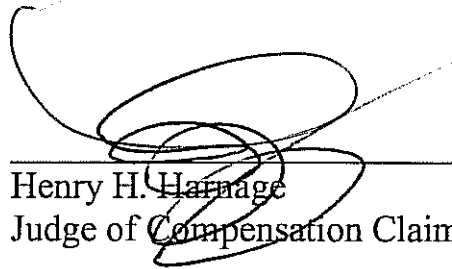
WHEREFORE, it is ORDERED and ADJUDGED:

A. Stafflink Outsourcing, Inc., SUA Claims, and SUA Insurance Company, Inc., are dismissed with prejudice from any claims made by Mr. Andy Barrera for any alleged work injury for date of accident August 28, 2006; and,

B. Stafflink Outsourcing, Inc., SUA Claims, and SUA Insurance Company, Inc. are the prevailing party in this matter. Consequently, I award costs to the Employer/Carrier pursuant to § 440.34(3), Fla. Stat., and *F.A. Richard & Assoc, and Palm Beach County School Board v. Fernandez*, 975 So. 2d 1224 (Fla. 1st DCA 2008).

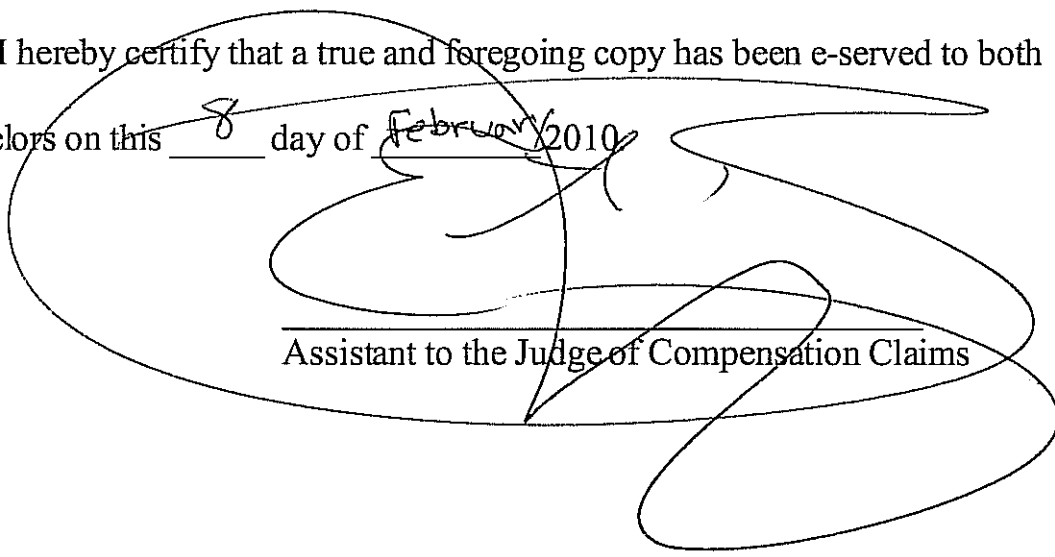
ORDERED in Miami, Dade County, Florida this
2010

5th day of Feb


Henry H. Harnage
Judge of Compensation Claims

CERTIFICATE OF SERVICE

I hereby certify that a true and foregoing copy has been e-served to both
counselors on this 8 day of February 2010.



Assistant to the Judge of Compensation Claims