

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS
OFFICE OF THE JUDGES OF COMPENSATION CLAIMS
PORT ST. LUCIE DISTRICT OFFICE

Vinette Allen,
Employee/Claimant,

OJCC Case No. 16-025025KFO

vs.

Accident date: 9/17/2016

Solaris Healthcare Parkway/Premier Group
Insurance,
Employer/Carrier/Service Agent.

Judge: Keef F. Owens

EVIDENTIARY ORDER ON MOTION TO ENFORCE SETTLEMENT

This cause was heard before the undersigned in Port St. Lucie, St. Lucie County, Florida on September 19, 2017, upon the Employer/Carrier's "Motion to Enforce Settlement" filed on August 9, 2017 (Docket Number (DN) 35). Edward Jacobson, Esq. was present on behalf of the Claimant. W. Rogers Turner, Jr., Esq. appeared by telephone on behalf of the Employer/Carrier.

The following documentary items were received into evidence:

Employer/Carrier's Exhibits:

Exhibit #1: Mediation Conference Report (DN 33).

Exhibit #2: Payment History (DN 40).

At the hearing, Vinette Allen (the claimant) and Edward Jacobson, Esq. appeared and testified before me. In making my findings of fact and conclusions of law, I have carefully considered and weighed all the evidence presented to me. Although I will not recite in explicit detail the witnesses' testimony and may not refer to each piece of documentary evidence, I have attempted to resolve all of the conflicts in the testimony and evidence. Based on the foregoing and the applicable law, I make the following findings.

The parties attended mediation on March 27, 2017. Mediator Paul Harwood presided over the mediation. Due to the temporary closure of the Port St. Lucie Office of the Judges of Compensation Claims, the mediation was conducted via telephone. The mediation lasted approximately three hours. Importantly, the claimant was present with Attorney Jacobsen in his office during the entirety of the mediation. The parties reached a settlement agreement. The agreement is memorialized in the “Lump Sum Settlement Agreement” attached to the Mediation Conference Report.

Attorney Jacobsen testified that the claimant agreed to the terms of the settlement. The claimant gave Attorney Jacobsen authority to enter into the settlement reached. Due to technical issues, the mediation agreement could not be signed by all parties at the conclusion of the mediation. As a result, the claimant gave Attorney Jacobsen authority to sign the mediation agreement on her behalf. I accept Attorney Jacobsen’s testimony in this regard.

During the claimant’s testimony, she conceded that she agreed to the terms of the settlement on March 27, 2017. I accept this testimony.

The claimant testified that she subsequently refused to sign the formal settlement documents because the settlement amount was not sufficient for her “pain and suffering.” It is important that the claimant understand that the undersigned does not doubt that her injury has caused her to experience both pain and suffering; however, compensation for pain and suffering is not provided for under Florida’s workers’ compensation law.

I find that the parties entered into an enforceable agreement on March 27, 2017. The terms of the agreement are documented within the Lump Sum Settlement Agreement form.

Although the claimant reconsidered whether she should have accepted the settlement offer after the agreement was reached, I find that the agreement was already reached and enforceable.

It is **ORDERED and ADJUDGED**:

1. The motion is granted. I find that this case has been settled with finality. The terms of the settlement are clear and appear within the Lump Sum Settlement Agreement form. Upon receipt of the appropriate motion and documentation required pursuant to section 440.20(11)(c), (d), and (e), Fla. Stat., and rule 60Q-6.123(2), Rules of Procedure for Workers' Compensation Adjudications, an order will be entered accordingly.

Done and electronically served on Counsel and Carrier this 21st day of September, 2017
in Port St. Lucie, St. Lucie County, Florida.



Keef F. Owens
Judge of Compensation Claims
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