

*The following is a real-time transcript taken as closed captioning during the oral argument proceedings, and as such, may contain errors. This service is provided solely for the purpose of assisting those with disabilities and should be used for no other purpose. These are not legal documents, and may not be used as legal authority. This transcript is not an official document of the Florida Supreme Court. <*

**Robert Family v. City of Orlando**

**SC06-847**

>> GOOD MORNING.

>> GOOD MORNING.

>> LADIES AND GENTLEMEN, WELCOME TO THE SUPREME COURT, PLEASE BE SEATED.

>> OKAY.

THE NEXT CASE ON OUR CALENDAR THIS MORNING IS FAMILY V. CITY OF ORLANDO.

MR. SANDERS?

>> MAY IT PLEASE THE COURT, SANDERS FOR THE PETITIONER.

>> OKAY.

I'VE GOT A QUESTION THAT I NEED BOTH OF YOU TO ANSWER ON THIS ONE.

I'M CONCERNED WITH OUR JURISDICTION.

>> YES, YOUR HONOR.

>> THE ONLY WAY I SEE THAT YOU'RE HERE IS THAT THERE ARE CASES FROM CIRCUIT COURT SAYING CIRCUIT COURTS CAN'T DO ANYTHING WITH REGARD TO THESE SETTLEMENTS, HAVE NO JURISDICTION OVER IT.

AND NOW WE HAVE A COURT SAYING THAT THE COMPENSATION COMMISSION HAS NO JURISDICTION OVER IT. SO THAT'S THE ONLY WAY I SEE THAT WE'RE HERE.

THE OTHER ONES, I DON'T SEE ANY CONFLICT ON.

YOU TELL ME, IS THAT A CONFLICT, A DIRECT CONFLICT SUFFICIENT FOR OUR JURISDICTION, OR IS IT NOT? THAT SAME QUESTION I POSE TO BOTH SIDES.

BECAUSE IF WE DON'T GET OVER THIS ONE, WE OUGHT NOT BE HERE.

>> YES, YOUR HONOR, I APPRECIATE YOUR CONCERN.

WE HAVE A NUMBER OF DISTRICT COURTS OF APPEAL THAT HAVE RULED UNDER VARIOUS CIRCUMSTANCES THAT THE EXCLUSIVE JURISDICTION FOR

COMPENSATION CASES IS IN THE  
COMPENSATION COURT UNDER THE  
JCC, THE INDUSTRIAL COMMITTEE  
DEPENDING ON WHEN WE'RE LOOKING  
AT.

>> SO THIS MAN CANNOT GO INTO  
CIRCUIT THE COURT CHALLENGE THAT  
SETTLEMENT?

>> WE DON'T KNOW.

IS THAT WHAT YOU'RE IMPLIES WHAT  
HE'S SUPPOSED TO DO, AND THEY  
DECLINED TO ANSWER THAT QUESTION  
FOR US.

>> CAN YOU SHARE WITH ME, THEN S  
THERE ANY OTHER PLACE OTHER THAN  
AN ARTICLE 5 COURT WHERE HE CAN  
GO?

IS THERE ANY OTHER PLACE?

>> AS FAR AS WE CAN TELL HE MAY  
BE ABLE TO GO TO CIRCUIT COURT  
TO SET ASIDE THE AGREEMENT, BUT  
THE ISSUE HERE TODAY AS FAR AS  
WHY THERE'S JURISDICTION HAD TO  
DO WITH YOU HAVE THE FIRST DCA  
SUDDENLY DECIDING THAT JCCs NO  
LONGER HAVE JURISDICTION OVER --  
COMPENSATION CLAIM SETTLEMENT  
AGREEMENTS ONLY WHERE A CLAIMANT  
IS REPRESENTED BY COUNSEL.  
MEANWHILE, ALL THE OTHER  
DISTRICT COURTS HAVE RULED OVER  
THE YEARS THAT THE EXCLUSIVE  
COMPENSATION OVER THESE MATTERS  
IS WITHIN THE --

>> MY PROBLEM WITH IT IS THAT IN  
A GENERAL SENSE THAT COULD BE A  
CONFLICT, BUT IT'S BECAUSE THE  
FIRST DISTRICT RULED ON THIS  
ISSUE AS A RESULT OF THE  
SPECIFIC STATUTE THAT HAD BEEN  
PASSED.

AND THEY WERE INTERPRETING A  
STATUTE.

AND THE STATUTE IS NOT ONE THAT  
WAS INTERPRETED BY ANY OTHER  
DISTRICT COURT OF APPEAL.

AND WE HAVE THIS OFTEN WITH  
FIRST DISTRICT OPINION THAT IS  
THE ONLY WAY THESE CASES END UP  
COMING UP IS IF THEY CERTIFY A  
QUESTION, WHICH THEY DO ON  
OCCASION.

SO IF YOU COULD ADDRESS THAT  
ISSUE, THAT IS AS FAR AS

EXPRESSING DIRECT CONFLICT ON A PRINCIPLE OF LAW THAT IS AN INTERPRETATION OF THE STATUTE YOU WOULD AGREE THAT THERE ARE NO OTHER CASE THAT IS GO CONTRARY FROM THE DISTRICT COURT OF APPEALS.

>> ON THAT STATUTE, OF COURSE NOT, BECAUSE NO OTHER COURT WOULD BE ASKED TO INTERPRET THAT STATUTE.

>> WE DON'T GET TO THAT POINT, SO THAT'S --

>> I UNDERSTAND THAT.

>> THESE ARE KEY ISSUES.

>> THE HEAD JUSTICE IS CORRECT, AND YOU BRING UP A POINT THAT HAS CONCERNED US FOR QUITE SOME TIME.

THE FIRST COURT TO GET CONFLICT ALONG AND DIRECT AND EXPRESS CONFLICT ALONG THE LINES OF WHAT YOU'RE USED TO, IT'S VERY, VERY DIFFICULT.

THEREFORE, IN THE FIRST DCA, A DE FACTO BECOMES THE --

>> BUT THE INSTITUTION DOESN'T,,``%% PROVIDE.

>> HAS DECIDED WORKER'S COMP CASES, SO IT'S NOT LIKE THEY'RE ALWAYS THE COURT OF LAST REPORT, BUT UNDER OUR SYSTEM, THE DCAs ARE DESIGNED TO BE THE COURTS OF LAST RESORT ANYWAY.

>> THAT'S CORRECT, YOUR HONOR, AND I WOULD STATE THIS COURT AS THE FINAL ARBITER ON WHAT THE CONSTITUTION SAYS AND MEANS HAS THE AUTHORITY TO DECIDE WHAT IS OR WHAT IS NOT A DIRECT AND EXPRESS CONFLICT.

>> WELL, THAT'S CERTAINLY TRUE, BUT HOW CAN WE DECIDE THERE IS A CONFLICT WHEN THE ONLY REAL ISSUE HERE IS WHETHER THE CHANGE IN THE WORKER'S COMP STATUTE HAS DIVESTED THE JUDGE OF COMPENSATION CLAIM HAD BEFORE THE AMENDMENT TO THE STATUTE? THAT'S THE PRECISE ISSUE, RIGHT? AND AS YOU SAY, I DON'T SEE HOW THAT CAN CONFLICT WITH ANY OTHER DECISION.

>> WELL, THAT IS THE ISSUE

SOMEWHAT.

HOWEVER, WHAT WE'RE LOOKING AT  
HERE IS WHAT IS THE SUBJECT  
MATTER JURISDICTION OF JUDGES OF  
COMPENSATION CLAIMS?  
THE DISTRICT COURTS HAVE  
ROUTINELY HELD THAT THE SUBJECT  
MATTER JURISDICTION IS ALL  
WORKER'S COMPENSATION CLAIMS AND  
THE JURISDICTION IS -- THAT  
STATUTE.

THAT'S THE CONFLICT.

IT HAS TO DO WITH WHAT IS THE  
SUBJECT MATTER JURISDICTION OF  
JUDGES OF KEN SAYS CLAIMS.

>> DOES THE CONFLICT  
JURISDICTION DEPEND ON WHETHER  
IT IS THE INTERPRETATION OF  
STATUTE OR ANYTHING ELSE WHEN  
IT'S DECLARATORY? WE BELIEVE A MISAPPLICATION  
OF LAW AND BASICALLY THEY ARE  
CONFLICTING THEY ARE SAYING  
ALL OF A SUDDEN OUT OF BLUE FOR  
THE FIRST TIME EVER THEY ARE  
A, INTERPRETING THE TIMING THIS  
STATUTE IN A WAY NEVER  
INTERRUPTED BEFORE.

>> IF YOU GET INTO SO THE TRIAL  
ENTRANCES YOU ARE NOT GOING TO  
HAVE YOUR CASE HEARD IT IS  
PRETTY CLEAR BECAUSE IT IS  
FIRST TIME IF THIS IS NOT, A  
STATEMENT OF JURISDICTION,  
ABSENT THE STATUTORY KIND OF  
PERCEPTION!!!!!!!!!!!!!!!!!!!!!!  
PERCEPTION, THEN DOESN'T -- \$\$  
AN INTERPRETATION DOESN'T  
SEEM OUR COURTS HAVE  
JURISDICTION TO GET INTO THIS  
THIS IS REALLY THIS IS I THINK  
BIG ISSUE THAN YOU THINK IT  
WILL BE

>> YOUR HONOR I FEEL IT IS A  
VERY BIG ISSUE, AND THAT IS  
WHY WE WERE -- PRESENTLY --  
SURPRISED WHEN THIS COURT DID  
TAKE JURISDICTION WE BELIEVE  
THE COURT AGREED WITH US AT  
LEAST JUSTICES INVOLVED IN  
THAT DISCUSSION, WERE AS THAT  
THIS WAS A CASE, INVOLVING,  
WHAT IS THE SUBJECT MATTER  
JURISDICTION, OF JUDGES OF  
COMPENSATION CLAIMS OF.

>> IS THERE ANY CAN REQUEST AT THE COURT LEVEL TO CERTIFY A QUESTION OF GREAT PUBLIC IMPORTANCE.

>> WE DID, YOUR HONOR, WE ASKED FOR A CLARIFICATION, WHAT DOES THIS MEAN WE ASKED FOR REHEARING, EN BANC BECAUSE THIS AN IMPORTANT ISSUE YOU ARE DEALING WITH JURISDICTION AND YOU ARE CONFLICTING WITH YOUR OWN OPINIONS, THAT HAVE APPEARED IN THE PAST, REGARDING THIS VERY STATUTE.

>> YOU ASKED FOR CERTIFICATION.

>> YES WE DID YES WE DID.

>> --

>> GOT NOTHING BUT SILENCE BUT A DEPRESSED, DENIED, DENIED -- DENIED!!\$\$!!!!!!!!!!!!

DENIED,DENIED!!\$\$!!!!!!!!!!!!!!!!!!!!!!

DENIED,DENIED, DENIED THAT IS WHY WE CAME HERE AS COURT OF LAST RESORT WE WERE HOPING THAT THE FIRST DCA WAS NOT GOING TO BECOME DE FACTO SUPREME COURT IN THE STATE OF FLORIDA BUT DETERMINE WHAT IS OR WHAT IS NOT THE JURISDICTION OF THE JUDGE OF THE COMPENSATION CLAIMS.

>> OUT OF QUESTIONS -- YOU FELT YOU HAVE ADEQUATELY\$\$!!!!IDRESS!!\$\$!!!!!!!!!!!!!! ADEQUATELIDRESSED THAT PROCEED TO WHATEVER OTHER ARGUMENTS YOU THINKER WHO ARE.

>> THANK YOU YOUR HONOR AS COURT MAY OR MAY NOT KNOW SADLY MR. -- PASSED WAY A FEW WEEKS AGO.

>> WAS THERE A PROPER NOTIFICATION!!\$\$!!!!!!!!!!!!!!!!!!!!!! NOTIFICATION, OF DISASTER FILED IN THIS CASE.

>> WE -- OF DEATH.

>> SUGGESTION OF DEATH HAS THERE EVEN BEEN SUBSTUGS OF PROPER PARTIES NOT YET WE HAVE 90 DAYS FROM THE FILE OF SUGGESTION IS TO DO A STUGS.

>> IS IT REQUIRED FOR OUR JURISDICTION, THAT THAT BE FILED, BEFORE WE PROCEED WITH

THIS CASE, WITH OR WILL  
ARGUMENT OR CAN BEING A ANY  
FURTHER.

>> NO YOUR HONOR WHAT WE HAVE  
HERE IS THERE WAS A JUDGMENT  
BELOW, AND THE COURT HAS  
JURISDICTION OVER THE JUDGMENT  
REGARDLESS OF WHAT PARTY --  
>> OKAY, AND IN HIS STEAD, IS  
HIS FAMILY, SOME OF HIS --  
BRETHREN WHO ARE HERE TODAY,  
AND OF COURSE, AS I'M INSURE  
WE IN OUR BY NOW AS JUSTICE  
CANTERO STATED THE ISSUE IS  
DID THE FIRST DCA ERR IN FIND!!\$\$!!!!!!  
FINDING THE 2001 AMENDMENTS TO  
FLORIDA STATUTE SECTION 440,  
2011 STRIPPED THE JUDGES OF  
COMPENSATION CLAIMS OF  
JURISDICTION!!\$\$!!!!!!!!!!!!!!!!!!!!  
JURISDICTION, TO SET ASIDE  
WORKERS' COMPENSATION  
SETTLEMENT AGREEMENTS OR  
SPECIFICALLY HERE ARE THEY  
STRIPPED OF JURISDICTION  
JURISDICTION TO VACATE THE OF  
AED PRIOR JCC APPROVING A  
SETTLEMENT AGREEMENT WE  
RESPECTFULLY ASSERT THE DCA  
RULING WAS IN FACT IN ERROR  
AND THEREFORE THE COURT SHOULD  
REVERSE, FLAMILY THE FLAMILY  
OPINION AND OVER ROOULT,!!\$\$!!!!!!!!!!!!!!  
ROOULT,99SHRINKO V. SUNSHINE  
COMPANIES THE CASE THE FLAMILY  
PANEL BASE THIRD DECISION ON  
BASICALLY REAFFIRMING THAT  
THIS -- THERE IS NO MORE  
JURISDICTION ANYMORE FOR JCC\$\$S  
WHICH SETTLEMENT AGREEMENT.  
AND I WOULD BEG THE COURT TO  
INDULGENS THAT IS SPECIFIC  
ISSUE, IF THE COURT WOULD JUST  
KEEP IN MIND VERY BRIEFLY THE  
CIRCUMSTANCES, THAT GOT US  
HERE IN THE FIRST PLACE.  
THERE WAS A HEPATITIS C CLAIM  
BROUGHT TO THE JCC, ONE OF THE  
DEFS -- DEFENSE RAISED TO  
BLOCK HEPATITIS C CLAIM WAS  
THE SETTLEMENT AGREEMENT A  
HEARING WAS HELD.  
IT WAS FOUND THERE WERE  
MISREPRESENTATIONS IN THAT

SETTLEMENT AGREEMENT THAT HAD GONE BEFORE THE FIRST JCC JUDGE WILLIS, THAT THOSE MISREPRESENTATIONS WERE IN FACT MATERIAL.

ALSO THERE, WAS A FAILURE ON THE PART OF THE CITY'S PRIOR ATTORNEY, TO PROVIDE -- PER REQUEST DOCUMENTS THAT THE RECORD SHOWS WERE IN THAT ATTORNEY'S POSSESSION, AND THEY WERE MATERIAL DOCUMENTS THAT WOULD HAVE AFFECTED THIS CLAIM IMMEASURABLY NOT JUST VALUE OF THE CLAIM, BUT THE NATURE OF THE CLAIM, AND ALSO, WENT TO WHAT WAS NOT PRESENTED TO THE JUDGE OF COMPENSATION CLAIMS.

SO SISHL -- FRAUD ON THE COURT, THE FOUNDATION OR IN THE FIRST DCA'S OPINION HERE, WAS AS I NOTED THE MORE -- SHANKO CASE SHANKO SAID THAT A JCC!!\$!!!!

JCC, ONLY HAS THOSE POWERS, THAT EXPRESSLY PROVIDED IN CHAPTER 440, SINCE 440 DOES NOT PROVIDE AN EXPRESS AUTHORITY FOR A JCC, TO APPROVE, OR SET ASIDE A SETTLEMENT AGREEMENT, WHEN A CLAIMANT IS REPRESENTED BY COUNSEL HE CAN'T DO IT ANY MORE THERE IS NO JURISDICTION.

>> THAT IS BECAUSE THE STATUTE WAS AMENDED TO -- AMENDED TO SAY A APPROVAL OF A SETTLEMENT AGREEMENT IS NOT REQUIRED AND THE FIRST DCA READ THAT TO SAY IT IS NOT PERMITTED EITHER.

>> THAT IS CORRECT YOUR HONOR ONE OF OUR ARGUMENT IS REQUIRED MEANS TOUGH DO IT NOW DON'T YOU HAVE TO DO IT AS OPPOSING COUNSEL RIGHTEDLY ARGUED IN THEIR BRIEF THIS AS THIS THIS WAS A STREAMLINE\$!!!!ING AMENDMENT UNDER OLD SYSTEM JCC WOULD HAVE A GIANT STACK OF PAPERS ON THEIR DESK WITH ATTACHMENTS TO A SETTLEMENT STIPULATION!!\$!!!!!!!!!!!!!!!!!!!! STIPULATION, AND THEY WOULD HAVE TO APPROVE EACH ONE,

INDIVIDUAL!!\$\$!!!!!!!!!!!!!!!!!!!!

INDIVIDUALLY, EVEN THOUGH BOTH PARTIES WERE REPRESENTED BY COUNSEL.

AND IF YOU READ THE LEGISLATIVE NODS!!\$\$!!NOTES THEY

ALL SAID IN THE STAFF NOTES THAT WERE ATTACHED TO MY BRIEF THEY ALL SAY THAT NOW WE ARE REMITTED BY COUNSEL THE JCCS DON'T HAVE TO APPROVE THEM ANYMORE THEY DON'T HAVE TO HAVE A HEAR ANY MORE THEY ARE DON'T HAVE TO.

>> THOSE TWO WORDS ARE USED IN ALL OF IT.

THEY DON'T HAVE TO.

BUT MORE --

>> HOW -- AS I UNDERSTAND IT, UNDER 440.30 OR 33, THAT WAS THE STATUTORY BASIS FOR THE JUDGE'S REVIEWING THESE KINDS OF AGREEMENTS, ORIGINALLY; IS THAT CORRECT.

>> NO YOUR HONOR WITH ALL DO YOU RESPECT THE 44033 COMES IN THAT IS A POSSIBLE SOURCE FOR WHERE THE POWER TO SET ASIDE SETTLEMENT AGREEMENTS IN THE PAST WAS.

THAT WAS RAISED!! AS AS POSSIBILITY IF YOU LOOK AT SHANKO WHAT THEY ARE SAYING DESPITE THE FACT THAT THEY TALK ABOUT EXPRESS AUTHORITY, THE WORDING IN THAT CASE, IS BECAUSE 4402011C, DOES NOT GIVE THE JCC THE AUTHORITY TO PROVE, HE CAN'T SET ASIDE, OKAY?

SO WHAT YOU HAVE IS, THAT WHAT THEY ARE SAYING IS IMPLICIT IN THE AUTHORITY TO APPROVE, THAT IS WHERE YOU GET THE AUTHORITY TO SET ASIDE.

SO WHAT THEY ARE SAYING IN ALL OF THESE OLD CASES, WHERE JCC!!\$\$!!!!\$\$ JCC'S ROUTINELY SET ASIDE SETTLEMENT AGREEMENTS UNDER STATUTORY GROUNDS AND THE FIRST DCA EITHER UPHELD SAY IT SIDES OR REMANDED INSTRUCTING JCC TO DO SO BECAUSE OF THE FACTORS INVOLVED IN THAT CASE,

THAT JURISDICTION TO SET ASIDE!!\$\$!!!!!!!  
ASIDE, WAS IMPLIED.

>> IN THE AUTHORITY TIE PROVE.  
>> THAT OTHER STATUTORY  
PROVISION REALLY DOESN'T COME  
INTO PLACING IN THIS KIND OF  
SITUATION?

WE THINK IT DOES, BECAUSE --  
IT IS DEPENDS HOW YOU READ  
MORE SHANKO BAFFLED ALL OF US  
BECAUSE THEY ARE SIGNIFICANT  
THAT THE AUTHORITY, EVEN  
THOUGH TOUGH HAVE EXPRESS  
AUTHORITY TO DO SOMETHING --  
WE ARE IMPLING THE AUTHORITY  
TO DO THIS, IMPLYING THE  
AUTHORITY TO DO THIS CAME YOU  
WILL WITH THE AUTHORITY TO  
APPROVE, NO VERSION OF 40 --  
44020 AT ALL SINCE INCEPTION  
EVER EXPRESSLY PROVIDED  
AUTHORITY TO SET ASIDE A  
WORKERS COMP SETTLEMENT  
AGREEMENT IF THAT IS THE CASE  
AND IT WAS NEVER EXPRESSLY IN  
THE STATUTE, THE FIRST DCA  
THAT IS INSISTING UPON EXPRESS  
AUTHORITY, IF THAT IS THE  
CASE, THREATEN MUST HAVE BEEN  
IMPLIED WITHIN THE AUTHORITY  
TO APPROVE THE SETTLEMENT  
AGREEMENT, OR PERHAPS MORE  
LOGICALLY!!\$\$!!!!!!!

LOGICALLY, WITHIN 44033, WHICH  
PROVIDES ESSENTIALLY AS  
OPPOSING COUNSEL PUT THE  
GENERAL POWERS NECESSARY, TO  
MOVE A CASE ALONG, OR WITHIN  
THE JURISDICTION OF THE A JCC  
IT IS A WORKERS COMP PLAME.

>> WHERE DOES THIS THIS  
PARTICULAR SETTLEMENT FIT?  
IN THE CHRONOLOGY OF THE  
CHANGE OF THE STATUTE?  
>> THE SETTLEMENT AGREEMENT  
ITSELF, WAS ENTERED INTO, IN  
1996 OF MY.

LONG PRIOR TO THE 40 --  
4402011 AMENDMENT AND AT THAT  
TIME!!\$\$!!!!!!!  
TIME.

>>.  
>> PROCEEDED THEN, UNDER, THE  
-- THE PRACTICE WHICH WAS IN

PLACE, THAT -- THAT THE JCC  
APPROVED!!\$\$!!!!!!!!!!!!!!  
APPROVED.

>> THAT IS CORRECT YOUR HONOR,  
AT THAT TIME AND AS YOU I'M  
SURE ARE AWARE THE FORMER JCC  
THE ONE WHO ACTUALLY APPROVED  
THE SETTLEMENT AGREEMENT  
TESTIFIED THAT YES, AT THAT  
TIME, I HAD LEGAL REQUIREMENT A  
STATUTORY REQUIREMENT TO  
APPROVE A SETTLEMENT  
AGREEMENT, HE TESTIFIED ABOUT  
HAVING TO HAD TO BE SOMETHING  
ATTACHED TO THE SEMENT  
AGREEMENT REGARDING MMI DATE,  
OTHER FACTORS THAT HE WOULD  
LOOK AT HOW MUCH WHAT TYPE OF  
CASE IT IS PERMANENT IM35IR  
MEANT RATINGS WORK  
RESTRICTIONS ALL THINGS THAT  
WERE MISREPRESENTED IN THIS  
SETTLEMENT AGREEMENT.  
IT IS IMPORTANT TO REMEMBER,  
THAT MR. FLAMILY SIGNED THIS  
AGREEMENT, BEFORE THOSE BLANKS  
WERE FILLED IN.

>> IS THE RULE OF LAW, THAT  
YOU ARE LOOKING FOR IF THIS  
COURT CONTINUESP ALONG THIS  
PATH, IN THIS CASE, TO DECIDED  
THE CASE, THAT WHERE THE JCC  
ACTUALLY APPROVED THE  
SETTLEMENT THAT THE JCC  
CONTINUES TO HAVE THE POWER TO  
UNDUE THE SETTLEMENT?  
IS THAT -- THE THEORY THAT YOU  
ARE PROCEEDING ON.

>> WE ARE -- WE ARE CONTENDING  
THAT THE JYC'S WERE NEVER  
STRIPPED OF THE AUTHORITY SET  
ASIDE SETTLEMENT AGREEMENT IF  
YOU LOOK AT THE STAFF NEATS --

>> WHAT -- WHAT ABOUT --  
SETTLEMENT AFTER THE 2001 --

>> STILL, BECAUSE REMEMBER,  
440 REALLY THE OENL CHANGE THE  
ONLY CHANGE AT THAT YOU WILL  
WAS MADE BETWEEN 1996, 2001  
AND --

>> RIGHT IT IS?

>> ONLY PLACE TO GO -- WITH  
REFERENCE TO IF THERE IS AN  
ISSUE ABOUT WHATEVER.

>> RIGHT.  
>> THE GROUNDS FOR SETTING  
ASIDE A SETTLEMENT AGREEMENT!!\$\$!!!!!!!!!!!!!!  
AGREEMENT --  
>> YOU GO TO THE JCC.  
>> COMP JUDGE.  
>> RIGHT.  
>> HOW IS THE AGENCY -- HOW IS  
THE AGENCY INTERPRETED THE  
CHANGE THE DOAH, OR ANY  
EXECUTIVE BRANCH.  
>> I -- I ASSUME YOU ARE  
REFERRING TO THE -- 62 RULES  
AS WE CALL THEM, APPARENTLY,  
THEY INTERPRETED IT AS THIS  
INTERESTING I'M GLAD YOU  
BROUGHT THAT UP BECAUSE WHAT  
THEY ARE SAYING IS A JUDGE AE  
COMPENSATION CLAIMS CAN ONLY  
APPROVE A SETTLEMENT AGREEMENT  
WHERE THE ONE OR ONE OF THE  
PARTIES SAYS THIS DO IS --  
DOES AIN'T PLY TO ME FOR WHAT!!\$\$!!!!!!  
WHATEVER REASON, OKAY IF THAT  
IS THE CASE, PRESUMABLY THE  
JYC HOLDS A HEARING, AND  
DECIDES!!\$\$!!!!!!!!!!!!!!  
DECIDES, YES, THERE WAS A  
SETTLEMENT AGREEMENT IT IS A  
BINDING YOU ARE STUCK.  
WELL, INTERESTINGLY, IF YOU  
CAN DO THAT, YOU CAN ALSO FIND  
THERE WAS NO SETTLEMENT  
AGREEMENT, AND IT BECOMES VOID  
ABNITIO ESSENTIALLY, A, SAME  
THING AS SETTING IT ASIDE,  
AND, B, THAT IS WHAT JUDGE  
LANGEHAM DID FOUND THIS NULL  
AND VOID IN THE BEGINNING HE  
MAY HAVE DONE IT FOR GROUNDS  
THAT WERE INCORRECT, IN THE  
SENSE THAT HE WAS APPLY --  
APPLYING!!\$\$!!!!!!!!!!!!!!  
APPLYING, YOU KNOW, THE LAW  
FROM 1996, BUT UNDER THE 50 --  
DOCTRINE IF HE WAS RIGHT FOR  
ANY REASON, HE IS RIGHT, AND  
IT SHOULD STAND.  
>> YOUR MOVING WELL INTO  
REBUTTAL JUST WANTED TO ALERT  
TO YOU THAT.  
>> THANK YOU YOUR HONOR.  
>> YOU CAN USE YOUR TIME YOU  
SEE WISH I JUST WANTED TO

BRING YOUR ATTENTION TO THAT.

>> I APPRECIATE, THAT I WOULD  
LIKE TO MAKE ONE OTHER POINT,  
AS FAR AS YOU KNOW,  
INTERPRETING WHAT REQUIRE  
MEANS SO FOR THE I NOTEED IN  
MY INITIAL BRIEF WE HAVE  
SUBSECTION D, 44011, 2011,  
WHICH EXPRESSLY STATES IT  
APPLIES TO THE ENTIRE  
SUBSECTION!!\$\$!!!!!!!!!!!!!!!  
SUBSECTION, TWO, B2 SAYS THE  
JYC IS REQUIRED, TOLL CONSIDER  
OF THE BEST INTEREST OF THE  
CLAIMANT!!\$\$!!!!!!!!!!!!!!!  
CLAIMANT, AND HIS DEPENDENTS,  
IF YOU LOOK AT THE STAFF  
NOTES, THREE SETS OF STAFF  
NOTES, MY APEN DISES TWO  
THROUGH THREE ALL TALK ABOUT  
DOESN'T HAVE TO HAVE A HEARING  
ANYMORE!!\$\$!!!!!!!!!!!!!!!  
ANYMORE, BUT, YOU KNOW, WHEN  
WHEN REVIEWING, WHEN REVIEWING  
MUST CONSIDER CLAIMANTS MEST  
-- BEST INTEREST AS WELL AS  
THOSE OF DEPENDENT YOU HAVE  
BEENING CHILD BOARD NOVPT  
THERE WAS ONE -- PORTION ADEN  
-- APPENDIX SIX SAID WHEN  
ROOISHD TO RV THE JCC MUST  
CONSIDER THE BEST INTEREST  
THAT VERSION OF SUBSECTION D,  
DID NOT MAKE INTO IT THE FINAL  
STATUTE SO SUBSECTION D, ALSO  
DOES NOT SAY, ONLY IN  
SITUATIONS OF A, AND B, WHERE  
YOU HAVE -- CLAIMANTS REMITTED  
BY COUNSEL, SO THAT STATUTE BY  
LOGICAL READING SAYS, DOESN'T  
SAY A JUDGE OF COMPENSATION  
CLAIMS CANNOT APPROVE A  
SETTLEMENT AGREEMENT,  
CERTAINLY DOESN'T SAINT HE  
CAN'T SET IT ASIDE, IN FACT,  
IT MAKES A REQUIREMENT, THAT  
THE BEST INTERESTS OF THE  
CLAIMANT THE CLAIMANT\$\$S  
DEPENDSENTS BE CONSIDERED, SO  
WE WOULD 134I9 THAT YOU,  
BASICALLY!!\$\$!!!!!!!!!!!!!!!  
BASICALLY, THE FIRST DCA WAS  
WRONG, AND THEY HAVE ALSO BEEN  
VERY INCONSISTENT OR SELECTIVE

IN THEIR -- THEIR APPLICATION  
OF THIS EXPRESS AUTHORITY  
PRINCIPLE!!\$\$!!!!!!!!!!!!!!!  
PRINCIPLE, BECAUSE THEY HAVE  
ALSO TALKED ABOUT THE  
LONGSTANDING HISTORY OF JCCS  
TO DETERMINE WHETHER A  
SETTLEMENT AGREEMENT WAS  
REACHED NO MORE IN 440 DID IT  
EXPRESSLY SAY, THAT THE --  
DETERMINE INTERPRET THE TERMS  
OF AGREEMENT, OF AN AGREEMENT,  
DOESN'T SAY DO THAT EITHER NOT  
EXPRESS!!\$\$!!!!!!!!!!!!!!!  
EXPRESSLY, GIVE EFFECT SUCH  
AGREEMENT DOESN'T SAY YOU CAN  
DO THAT, THE OENL ENFORCEMENT  
PROVISIONS REQUIRE, GOING INTO  
THE CIRCUIT COURT FOR A RULE,  
CIRCUIT COURTS ARE THE ONLY  
ONES WITH THE POWER TO LEVY,  
OR INCARCERATE OR WHATEVER IS  
NECESSARY TO GET A JUDGMENT  
ENFORCED!!\$\$!!!!!!!!!!!!!!!  
ENFORCED, AND, ALL SET ASIDE  
MEDIATION AGREEMENT THE FIRST  
DCA -- THAT WAS ATTACHED TO MY  
REPLY BRIEF NO WRO NOWHERE IN  
THE STATUE DOES IT SAY THEY  
CAN DO THAT SO MAYBE, AS  
JUSTICE SUGGESTED 4033 WHERE  
IS THEY CAN DO IT.  
THESE ARE ALL LOGICAL  
FUNCTIONS OF A JUDGE, HANDLING!!\$\$!!!!!!!!!!!!!!!  
HANDLING, WORKERS COMPENSATION  
CLAIM, AND PART OF A CLAIM OF  
ANY WORKERS EXEMPTIONS CLAIM  
ABSENT -- WORKERS COMPENSATION  
CLAIM OBJECT SENT TRIAL AND  
ORDER IS IN WHOEFR HEMMING  
MAJORITY OF THE CASES A  
SETTLEMENT AGREEMENT THANK YOU  
VERY MUCH. \$\$!!!!.  
>> MOUNT MY NAME IS BARBARA  
AINGE IREST THE RESPONDENT  
HERE CITY OF ORLANDO.  
>> WOULD YOU LIFT THAT  
MICROPHONE!!\$\$!!!!!!!!!!!!!!!  
MICROPHONE.  
>> AND, NOW, CAN YOU HEAR ME.  
>> SEE IF WE DRESS THE FIRST  
QUESTION, THAT I POSED, AND  
SEEMS TO CREATE QUITE A  
DILEMMA!!\$\$!!!!!!!!!!!!!!!

DILEMMA, BECAUSE, DO YOU  
AGREE, THAT THERE IS ONLY TWO  
FEAST!!\$\$!!!!!!!  
FEAST, THAT HE POSSIBILITIES,  
IFFING SO WRONG WITH  
SETTLEMENT ARTICLE V FOR SOME  
IN THE CLAIMS PROCESS, THE  
ONLY TWOPLACE CAN BE ADDRESS!!\$\$!!!!!!!  
ADDRESSED.  
JURISDICTION!!\$\$!!!!!!!  
JURISDICTIONLY.  
>> YES CHIEF JUSTICE SNOOIS  
AND IF WE HAVE THE  
COMPENSATION!!\$\$!!!!!!!  
COMPENSATION, OF THAT SAYING  
NO, WE DON'T HAVE JURISDICTION  
WE'VE GOT CIRCUIT COURTS  
SAYING WE DON'T HAVE  
JURISDICTIONCH ANYTHING OVER  
COMP YOU CAN'T EVEN RAISE THE  
CONSTITUTIONAL QUESTION AND  
THE COMP PROCEEDINGS; CORRECT?  
>> THERE IS NO DECISION THAT  
I'M AWARE OF, YOUR HONOR  
WHERE, THERE HAS BEEN AN  
ATTEMPT TOP BRING AN ACTS ON  
THESE PRIVATE SETTLEMENT  
AGREEMENTS!!\$\$!!!!!!!  
AGREEMENTS.  
AFTER THE SETTLEMENT HAS BEEN  
REACHED AND --  
>> IN THE CIRCUIT COURT.  
>> THE QUESTION IS  
JURISDICTION TO DO IT NOT THAT  
WHOA I'M TRYING TO GET OH, TO  
ARE YOU SAYING IT HAS TO BE A  
SPECIFIC SETTLEMENT AGREEMENT,  
AND THE CASES OUT OF ALL THE  
ARTICLE A -- ARTICLE V COURTS  
THAT SAY WE DO NOT FOUR JURIES  
ON CORKERS COMPENSATION  
MATTERS, THAT THOSE CASES  
CANNOT BE APPLIED SIMPLY  
BECAUSE THIS IS A SETTLEMENT  
AGREEMENT?  
IS THAT YOUR DISTINCT.  
>> YES MY DISTINCTION IS THAT  
ONCE THE SETTLEMENT HAS BEEN  
REACHED UNDER 440.2011C THAT  
IT IS OUTSIDE THE PURVIEW OF  
THE WORKERS COMPENSATION ARENA!!\$\$!!!!!!!  
ARENA, IT IS A PRIVATE  
AGREEMENT, BETWEEN PRIVATE  
PARTIES!!\$\$!!!!!!!

PARTIES.

>> SO WE HAVE ALSO DO WE NOT ARTICLE V\$\$, SAYING WE HAVE NO JURISDICTION OVER WORKERS COMPENSATION MATTERS.

>> OVER WORKERS COMPENSATION MATTERS CORRECT AND THIS IS NO LONG!!\$\$!!!!!!

LONGER A WORKERS EXCELLINGS MATTER.

>> THAT IS THE DISTINCTION THAT YOU DRAW.

>> YES BY THE EXPRESS LANGUAGE OF THE -- STATUTE.

>> ANY CASE THAT SAYS THAT?

>> THERE IS NO CASE -- THIS IS NOT NO ONE HAS TRAVERSED THE CIRCUIT COURT, IN THIS AREA. THE SET OF FACTS IN THIS CASE, IS QUITE UNIQUE, IN THAT THE DECISION TO MOVE TO SET ASIDE CAME SIX YEARS AFTER -- AFTER THE SETTLEMENT, AND THE FIRST APPROACH WAS TO WAS WITHIN THE JUDGE OF COMPENSATION CLAIM.

>> IT IS YOUR POSITION, THAT -- AND THE POSITION THAT THE DECISION RESTS ON IN THE FIRST DISTRICT, THAT THE 2001 REVISION IN THE STATUTE CHANGED WHAT WAS COMMON PRACTICE; IS THAT CORRECT?

>> YES YOUR HONOR QUITE SIGNIFICANTLY IT IS OUR POSITION, THAT THE 2001 AMENDMENTS ABROGATED THE JUDGE OF COMPENSATION CLAIMS SUBJECT MATTER JURISDICTION OVER SETTLEMENTS REACHED BY REPRESENTED PARTIES.

PRIOR TO THAT, THE PARTIES WERE REQUIRED TO PETITION THE JUDGE EVERY COMPENSATION OF HE EXEMPTIONS CLAIMS OF THE JUDGE OF COMPENSATION -- COMPENSATION CLAIMS HE EMPOWERED TO OTHER -- ENTER ORDERS ON SETTLEMENTS.

>> YOU HAVE TO AGREE IT IS SOME MOT ANOM LOUTS FOR A ANOMALOUS FOR A 1996 AGREEMENT THE JUDGE OF COMPENSATION, COULD APPROVE IT BUT THEN YOU CAN'T GO BACK IN IN THE SAME

FORUM!!\$\$!!!!!!!

FORUM, AND GET THE JUDGE TO  
CORRECT WHAT WAS EARLIER DONE  
BY THE JUDGE?

>> YES, THAT IS AN ANOMALY, IT  
IS OUR POSITION THAT IT IS  
WHAT IS THE SUBJECT MATTER  
JURISDICTION WAS DIVESTED,  
THAT IS A PROCEDURAL AMENDMENT  
TO THE STATUTE, AND A LOT OF  
THE STAFF COMMENTARY TALKS  
ABOUT THE PROCEDURAL NATURE OF  
THIS AMENDMENT, THEREFORE, IT  
APPLIES TO ANY DATE OF  
ACCIDENT TO THIS JUDGE, JUDGE  
OF COMPENSATION CLAIMS TODAY  
WAS NOT EMPOWERED BY THE  
STATUTE TO GO BACK, AND REVIEW  
A SETTLEMENT AGREEMENT, AND  
SET IT ASIDE HE HAD NO SUCH  
AUTHORITY.

UNDER THE CURRENT STATUE --

>> SUBJECT MATTER JURISDICTION  
IS A PROCEDURAL MATTER?

>> YES YOUR HONOR.

>> -- YOUR HONOR.

>> THAT IS NOT WHETHER OR NOT  
YOU CAN -- THE COURT HAS  
JURISDICTION OR WHATEVER BODY  
IT HAS JURISDICTION, YOU DON'T  
BELIEVE THAT IS A SUBSTANTIVE  
RIGHT OF THE CLAIMANTS OR THE  
PEOPLE WHO APPEAR BEFORE  
INSIGHT NO YOUR HONOR AND THAT  
HAS BEEN RESPECTFULLY  
ESTABLISHED UP TO UNITED  
STATES SUPREME COURT IN THE  
LANDGRAB CASE I CITED IN MY  
BRIEF THE SUBJECT MATTER  
JURISDICTION DOESN'T PERTAIN  
TO THE INDIVIDUAL CASE, IT  
PERTAINS TO THE CLASSIC CASES,  
AND IT IS CONSIDERED -- IN  
LINE WITH THE PROCEDURAL  
AMENDMENT, IT IS ALSO CITEED  
IN A CASE, IN FLORIDA, DEALING  
WITH FRAUD, PRIOR TO A  
STATUTORY AMENDMENT THAT THE  
JUDGE OF COMPENSATION CLAIMS  
DID NOT HAVE AUTHORITY OVER  
FRAUDCH CLAIMS WITHIN  
COMPENSATION!!\$\$!!!!!!!

COMPENSATION.  
>> SO THIS STATUTE, IS NOW

YOUR INTERPRETATION OF IT IS  
NOW TAKING AWAY FROM A  
DEFENDANT OR A CLAIMANT WHO  
HAS THE HURT TO TO GO BEFORE  
THE COURT AND HAS THE  
AUTHORITY GO BEFORE THE COURT  
THE COURT OF COMPENSATION, TO  
HAVE THAT COURT APPROVE THIS  
SETTLEMENT, IF INSPECT  
1997 THEY HAD DISCOVER THERE  
HAD WAS SOMETHING WRONG, HE  
WOULD HAVE ALSO HAD A RIGHT TO  
GO BEFORE THAT SAME BODY, AND  
HAVE THAT BODY SET IT ASIDE.  
BUT, NOW, HE NO LONGERS THAT  
HAVE A RIGHT.

>> YES, UNDER THE CURRENT  
STATUE!!\$\$!!!!!!!!!!!!  
STATUE,AND THE INTERPRETATION  
OF THE FIRST DCA, WHICH WE  
SUBMITTED IS EMINENTLY  
CORRECT, THE AUTHORITY OF THE  
JUDGE OF COMPENSATION CLAIM  
OVER SETTLEMENTS BY REPTDZ  
PARTIES -- EITHER REPRESENTED  
PARTIES GOES TO DETERMINING  
WHETHER A SETTLEMENT HAS BEEN  
REACHED!!\$\$!!!!!!!!!!!!  
REACHED.

IF THERE IS AN ARGUMENT THAT  
WELL, THERE REALLY WAS NO  
MEETING OF THE MIND THERE  
WHEREAS NO SETTLEMENT,  
ARGUMENT OVER CONSTRUCTION OF  
TEFRMZ!!\$\$!!!!!!!!!!!!

TEFRMZ -- TERMS THE JUDGE OF  
COMPENSATION CLAIMS STILL HAS  
THE AUTHORITY TO DETERMINEP  
WHETHER THAT THOSE TYPES OF  
THINGS EXIST.

WHETHER FRAUD OCCURRED IN  
MISREPRESENTATION!!\$\$!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!

MISREPRESENTATION, HOWEVER,  
ONCE THE SETTLEMENT AGREEMENT  
IS UNDISPUTABLY ENTERED, THE  
JUDGE OF COMPENSATION CLAIMS  
HAS NO ABILITY TO ENTER ORDERS  
SETTING ASIDE THAT SOEMENT --

>> HOW DID ATTORNEYS FEE  
PORTION OF IT?  
NOW UNDER THE STATUE OF YOU TO  
-- YOU HAVE TO GET THE  
COMPENSATION JUDGE, TO APPROVE  
THE ATTORNEYS' FEES, SO -- DO

YOU NOW CAN YOU GO BEFORE THE JUDGE AND IF THERE IS SOMETHING WRONG WITH THAT ATTORNEYS FEE PROVISION.

>> YES, EXPRESSLY WITHIN THE STATUTE IS THE PROVISION THAT THE JUDGE OF COMPENSATION CLAIMS SHALL ENTER ORDERS APPROVING ATTORNEYS' FEES. SO THEY -- IF THE AND THE COURT HAS TO AS PART OF THAT, UNDER THE DOA RULES COUNSEL SUBMITS TO THE COURT A MOTION TO PROVE ATTORNEYS' FEES FOR PETITION FOR APPROVAL OF ATTORNEYS' FEES TACHING TO IT AN AFFIDAVIT AFFIDAVIT THAT NO CHILD SUPPORT ARREAR AEGIS HAVE OCCURRED, AND THE JUDGE IN ESSENCE, RE-- REVIEW THAT'S JUST AS THE JUDGE USED TO HAVE THE POWER OF AUTHORITY TO REVIEW THE ENTIRE SETTLEMENT, HE STILL HAS THAT ORDER AUTHORITY OVER -- OVER THE ATTORNEY FEES.

>> I'M OF COURSE, GLOOIM GOING TO SORT JAIF IN A NONJUDICIOUS WAY, THING THAT THE INTERPRETATION THE FIRST DISTRICT HAS GIVEN TO THE STATUE IS -- IS -- STATUTE IS CRAZY, BECAUSE, THE VERY FACT, LET'S JUST ASSUME THAT FIRST OF ALL THERE WAS NEVER ANY EXPRESS AUTHORITY SET ASIDE, SEMENT AGREEMENTS, BUT THE ONLY THING THAT THIS PROVISION DOES, LIKE WE WERE TALKING ABOUT I DON'T KNOW YOU WERE HERE FOR FIRST RULES CASE SOMETHING GOING TO BE REQUIRED, IT IS REQUIRES APPROVAL ONLY AS TO TOERNS FEES -- ATTORNEYS' FEES, I WOULD THINK IF TWO IF LAWYERS FOR BOTH SIDES THOUGHT YOU KNOW WE JUST THINK WE'VE GOT A CLIENT!!\$\$!!!!!!! CLIENT, THAT IS A LITTLE ERRATIC, THAT WE WOULD LIKE TO HAVE THE APPROVAL, I DON'T SEE WHERE THE JUDGE'S COMPENSATION CLAIMS WOULD BE DIVESTED, OF

EVEN THE AUTHORITY TO APPROVE  
A SETTLEMENT POST 2001?  
IT ONLY SAYS, THAT IT IS  
REQUIRES APPROVAL DOESN'T SAY  
THEY DON'T HAVE THE AUTHORITY  
TIE APPROVE SETTLEMENTS WHERE  
BOTH SIDES ARE REPRESENTATIVE!!\$\$!!!!!!!!!!!!!!!!!!!!!!!!!!!!  
REPRESENTATIVED.

THERE IS SOMETHING ELSE THAT  
I'M MISSING AS FAR AS HOW THIS  
STATUTE READS.

>> WELL, THE STATUTE -- NO,  
AND I AGREE WITH YOU, THAT THE  
LANGUAGE IS NOT THE MOST  
READILY INTERPOPERABLE, AS THE  
LANGUAGE COULD BE IT CHANGED  
SIGNIFICANT!!\$\$!!!!!!!!!!!!!!!!!!!!  
SIGNIFICANTLY, FROM THE  
LANGUAGE, IN THE EARLIER  
STATUE!!\$\$!!!!!!!!!!!!  
STATUE.

>> -- STATUTE.

>> AGAIN WHAT WE ARE SAYING IS  
IT WAS A PRACTICAL THING I  
WOULD ASSUME BOTH THE CARRIES,  
AND CLAIMANTS ATTORNEYS SAID  
YOU KNOW WHAT, WE ARE HAVING  
TO GO THROUGH A LOT OF EXTRA  
STEPS!!\$\$!!!!!!!  
STEPS, MOST CASES IT IS NOT  
NECESSARY.

SO WE'RE -- WE ARE NOT GOING  
REQUIRE APPROVAL, A -- END OF  
STORY DOES IT SAY ANYTHING  
ABOUT NOT HAVING AUTHORITY TO  
SET ASIDE FRAUDULENT  
AGREEMENTS DOES IT SAY  
ANYTHING ABOUT THE FACT THAT  
IF ONE OR THE OTHER PARTY  
THINK AS THE IDEA THAT THE  
JUDGE OF COMPENSATION CLAIMS  
CAN'T HAVE IT AND CERTAINLY,  
AS TO SOMETHING THAT WAS  
ENTERED BEFORE THE STATUTE WAS  
IN EFFECT, HOW WOULD IT DIVEST  
THEM OF JURISDICTION TO -- TO  
DISAPPROVE SOMETHING THEY  
APPROVED?

I'M JUST HAVING A HARD TIME  
WITH THIS.

>> AND I UNDERSTAND THAT,  
ZWRIS PAR EPT AYE -- PARIENTE,  
HOWEVER!!\$\$!!!!!!!!!!!!!!  
HOWEVER, WHEN DOAH PROMULGATED

RULES PERTAINING TO THIS  
STATUTE IT WAS CLEAR BY -- BY  
THE WAY THE RULES WERE LAID  
OUT, THAT IT WAS TOTALLY  
DIFFERENT, AS TO THE  
ATTORNEYS' FEES PORTION AND AS  
TO THEP -- PORTION OF THE  
SETTLEMENT THERE WERE NO  
PROVISION!!\$\$!!!!!!!!!!!!!!!!!!!!  
PROVISIONS FOR EVEN PRESENTING  
THE SETTLEMENT TO THE JUDGE OF  
COMPENSATION!!\$\$!!!!!!!!!!!!!!!!!!!!  
COMPENSATION.

>> --  
>> PROMULGATED BY AN MFB  
AGENCY -- HAVING  
ADMINISTRATING!!\$\$!!!!!!!!!!!!!!!!!!!!  
ADMINISTRATING, STATUTORY  
INTERPRETATION, IF YOU ARE  
SAYING, THAT THEY THAT THEY  
INTERPRETED NOT TO ALLOW TWO  
REPRESENTATIVE PARTIES GO IN  
FRONT OF THEM I STILL DON'T  
SEE WHERE THAT WOULD AGAIN  
DIVEST THEM OF HAVING THE  
AUTHORITY TO SET ASIDE  
FRAUDULENT AGREEMENTS, SUCH AS  
THIS ONE IS REPRESENTED TO  
HAVE BEEN.

>> RESPECTFULLY, A FRAUDULENT  
AGREEMENT IS VOID -- VOID AB  
INITIALIO THERE IS NO  
SETTLEMENT SO IT IS NOT THAT  
THEY ARE APPROVING OR SETTING  
ASIDE A SETTLEMENT THE  
SETTLEMENT WOULD BE VOID, IN  
THIS CASE, THERE WAS  
ABSOLUTELY ALTHOUGH THERE WERE  
ALLEGATIONS AND THAT IS KIND  
OF WHAT THIS CASE WAS BASED  
UPON, FROM THE VERY BEGINNING,  
ALLEGATIONS THAT SOME -- TYPE  
OF WRONGDOING OR MISREPRESENT!!\$\$!!!!!!!!!!!!!!!!!!!!  
MISREPRESENTATION OR FRAUD ON  
THE PART OF THE CITY, THERE IS  
NOT ONE SCINTILLA OF EVIDENCE  
IN THE RECORD OF THAT THERE  
WERE NO FINDINGS --

>> NOW YOU ARE REALLY GETTING  
INTO THE YOU KNOW I'VE GOT A  
CONCERN THAT REALLY IN  
ADDITION TO, BUT BEYOND THOSE  
STATUTORY LANGUAGE HERE, LET'S  
CONSIDER THE BROADER POLICY

IMPLICATIONS OF THIS RULING,  
AND THAT IS THAT IF ANYTHING,  
THE POLICY HAPPENS  
CONSISTENTLY BEEN AND IS  
FIRMING UP THAT EXCLUSIVE  
JURISDICTION IS IN THE WORKERS  
COMPENSATION JUDGES -- IF IF  
ASSUMING WE HAVE JURISDICTION,  
AND WE SHOULD APPROVE THE  
HOLDING LIKE THIS, THIS BLOWS  
ABOUT THE BIGGEST HOLE IN THIS  
SCHEME OF KEEPING WORKERS COMP  
SEPARATE KEEPING JURISDICTION  
OVER IN THE JCC\$\$S, KEEPING OUT  
OF THE CIRCUIT COURT, EXCEPT  
FOR THESE EXTRAORDINARY  
CIRCUMSTANCES OF MAYBE  
ENFORCING PROCESS, OR YOU KNOW  
THE LIMITED CASES, VERY, VERY  
LITTLED -- LIMITED CASES THIS  
JUST BLOWS A HUGE HOLE IN THE  
POLICY THAT SAYS CIRCUIT  
COURTS ARTICLE V COURTS STAY  
OUT OF THIS, OTHER THAN IN THE  
REVIEW PROCESS.

THIS -- WE WANT THIS EXCLUSIVE  
JURISDICTION OVER HERE, IN THE  
JCC!!\$\$!!!!

JCC'S SO NOW WE WOULD HAVE THE  
SPECTER OF EACH TIME THERE IS  
A DISPUTE ABOUT UPON OF THESE  
AGREEMENTS OR WHATEVER, WELL  
LET'S GO FILE A LAWSUIT.

AND THAT IS NOW WE ARE GOING  
TO JUST AS I SAY, AND SO I'M  
VERY CONCERNED ABOUT THE  
POLICY COMPLIMGSS --

IMPLICATIONS OF APPROVING A  
HOLDING LIKE THIS, THAT AS I  
SAY TO THE IT APPEARS TO ME,  
TO JUST BLOW UP THE YOU KNOW  
THE WHOLE POLICY CONCEPT THAT  
THE SURE HAS SET OUT --

LEGISLATURE SET OUT IN KEEPING  
THIS IN THE ADMINISTRATIVE  
CONFINES BEFORE THE JCC, HELP  
ME WITH WHERE IN THE WORLD ARE  
WE GOING NOW?

WE REPRESENT THE ARTICLE V  
COURTS, OBVIOUSLY, AND I DON'T  
THINK WE'VE BEEN DISSAEED AS A  
MATTER OF FACT -- DISSATISFIED  
IT IS NOT THAT LONG AGO THAT  
WE RULED WE DON'T HAVE

JURISDICTION TIE PROVE THE  
RULES OF THE -- BECAUSE IT --  
IT IS SO EXCLUSIVE, NOW YOU  
ARE SAYING, NO, NOW -- AFTER  
THESE SETTLEMENTS, DON'T HAVE  
TO BE APPROVED ANYMORE --  
ARTICLE V COURTS HERE WE COME.  
NOW, WE ARE GOING TO HAVE A  
WHOLE NEW AREA OF THE LAW, TO  
LITIGATE.

SO HELP ME WITH WHY THIS  
RULING WOULDN'T BE TOTALLY  
CONTRARY TO EVERY BIT OF  
POLICY THAT THE LEGISLATURE  
HAS EVER SET OUT ABOUT KEEPING  
THIS WITHIN THE CONFINES.

>> THE ANALYTICAL DISTINCTION  
THAT I SEE ON THE CASES AS  
THEY NOW STAND AND THOSE  
COMPENSATIONS THAT YOU ARE  
DISCUSSING -- COMPOSITIONS  
THAT YOU ARE DISCUSSING IS  
ONCE I THINK THIS IS THE WAY  
THE FIRST DISTRICT COURT OF  
APPEAL WAS LOOKING AT IT ALSO  
IT COMES FROM A LONG PROCESS,  
OF ANALYZING YOU KNOW, WHAT  
DOES OCCUR, WHAT IS -- THE  
HISTORY, AND YES COMPENSATION,  
IS LIMITED TO THE JUDGE OF  
COMPENSATION CLAIMS.

ONCE THE REPRESENTED PARTY  
AVEILS HIMSELF OF THE  
OPPORTUNITY TO -- TAKE PART IN  
THIS 440.2011C SETTLEMENT  
PROCESS THE CLAIMANT IS  
WAIVING ALL BENEFITS PROVIDED  
BY THE CHAPTER THE CLAIMANT IS  
REMOVING HIMSELF FROM THE  
PURVIEW OF WORKERS  
COMPENSATION!!\$\$!!!!!!!!!!!!!!!!!!!!  
COMPENSATION, IN RETURN FOR A  
LUMP SUM SETTLEMENT, THESE  
CASES, THEN BECOME  
ANALYTICALLY LIKE ANY OTHER  
CASE, INVOLVING A PRIVATE  
CONTRACT, WHICH COGNOSCIBLE IN  
ARTICLE FIVE COURT.

>> YES, THEY GO TO THE ARTICLE  
V COURT.

>> YES, I THINK THEY BECOME --

>> IN ALL OF THESE NOW  
23450SHGS THEY BECOME.

>> HE WOULD BE OPEN, TO

PROCEEDINGS IN THE ARTICLE V  
COURTS.

AND WHERE IN THE WORKERS  
COMPENSATION STATUTORY SCHEME  
IS THERE ONE I OTA OF  
SUGGESTION THAT THE  
LEGISLATURE WANTED ARTICLE V  
COURTS TO DELVE INTO THESE  
AREAS?

SHOW ME ONE PLACE, IN DELIVERS  
SCHEME OR THE HISTORY OF IT OR  
ANYPLACE WHERE THAT ISN'T  
TOTAL CONTRARY TO WHAT THE  
LEGISLATURE HAS ENDED TO --  
INTENDED TO KEEP THESE THINGS  
IN THE CONFINES OF THE WORKERS  
COMPENSATION STRUCTURAL  
SETTING.

>> I THINK, THAT THIS CAME  
FROM THE LEGISLATURE'S  
PRONOUNCEMENTS THAT THE JCC  
WAS NO LONGER EMPOWERED TO  
ENTER ORDERS APPROVING THESE  
SETTLEMENT AGREEMENTS IT  
REMOVED -- THE CLAIMANT CAN  
TAKE HIMSELF OUT OF THE  
WORKERS COMPENSATION --

>> ASK YOU A QUESTION ABOUT  
THAT BEFORE THE AMENDMENT TO  
THE STATUTE DO YOU AGREE THAT  
JUDGE HAD THE COMPENSATION  
JUDGE HAD THE JURISDICTION TO  
SET ASIDE SETTLEMENT  
AGREEMENTS!!\$\$!!!!!!!!!!!!!!!!!!!!  
AGREEMENTS?

>> BEFORE THE AMENDMENT, THE  
COMPENSATION JUDGE DID HAVE AN  
AUTHORITY THAT WAS FOUND  
IMPLIED WITHIN THE DUTIES OF  
THE JUDGE OF COMPENSATION  
CLAIMS TO INVESTIGATE  
DETERMINE BEST INTERESTS.

>> AND DO YOU AGREE THAT  
BEFORE THE 2001 AMENDMENT THE  
STATUTE DID NOT MENTION  
SETTING ASIDE SETTLEMENT  
AGREEMENTS!!\$\$!!!!!!!!!!!!!!!!!!!!  
AGREEMENTS?

THE STATUTE DID NOT MENTION IT  
WILL, EXCEPT IN -- YEAH STATUE  
DID NOT MENTION IT -- HE --  
LONG LINE OF CASES WHERE THEY  
PULLED IT FROM -- THE --  
BASICALLY!!\$\$!!!!!!!!!!!!!!!!!!!!

BASICALLY.

>> SO THAT AUTHORITY, THAT JUDGE OF COMPENSATION CLAIMS HAD TO SET ASIDE THE SETTLEMENT AGREEMENT MUST HAVE COME FROM A DIFFERENT PART OF THE STATUTE THAN THE STATUTE THAT WAS AMENDED?

WHY DIDN'T IT COME FROM 440---.33 WHICH ALLOWS A JUDGE OF COMPENSATION CLAIMS TO DO ALL THINGS, CONFORMABLE TO LAW WHICH MAY BENESS TO ENABLE THE JUDGE EFFECTIVELY TO DISCHARGE THE DUTIES OF HIS OR HER OFFICE?

WHY IT COME FROM THERE?

>> IF YOU READ THE LINE OF CASES!!\$\$!!!!!!!

CASES, AND I'M SURE YOU HAVE, YOU KNOW LOOKED AT SOME -- AS EXPLAINED IN THE ORDER BELOW, THE POWER AND AUTHORITY WAS TO CONSIDER TO COME ACTUALLY FROM 440 SUBSECTION 440.2011 ITSELF.

IN THAT THE COURT HAD THE DUTY TO INVESTIGATE, DETERMINE BEST INTERESTS!!\$\$!!!!!!!!!!!!!!! INTERESTS.

IF THE COURT HAD BEEN NOT -- NOT PROVIDED WITH THE CORRECT OR THE NECESSARY MATERIALS TO FULFILL THAT DUTY, HE, THEN, BECAUSE HE HAD NOT FULFILLED HIS DUTY HAD THE DUTY TO LOOK AT THE NEW INFORMATION, AND FULFILL THAT STATUTORY DUTY, AND THIS THIS IS THE -- THE DISCUSSION IN THE CASES ABOUT WRIRT COMES FROM.

>> THE SLAUR HAD INTENDED TO OVERRULE THOSE CASES DON'T YOU WOULDN'T IT HAVE BEEN MORE EXPLICIT IN AMENDING THE STATUTE THAN JUST SAYING, IT IS NOT REQUIRED, WOULDN'T HAVE IT SAID, THAT A JUDGE OF COMPENSATION CLAIMS HAS NO AUTHORITY TO SET ASIDE A SETTLEMENT AGREEMENT?

.  
>> I DON'T KNOW.

>> WOULDN'T HAVE IT SAID THE

JURISDICTION OF -- JUDGE OF  
COMPENSATION CLAIMS, ENDS WHEN  
THE JUDGMENT IS RENDER OR WE A  
SETTLEMENT AGREEMENT IS  
ENTERED?

>> -- I DON'T WANT TO CAST  
APPEARION ON THE LEGISLATURE,  
ANYTHING BUT THIS -- THIS IN  
SEMMATTERKA IN CHAPTER 440 IS  
CONTINUALLY EVOLVING AND MANY  
TIMES -- THE STATUS THAT COME  
INTO PLAY NEW AE -- REVISIONS  
ARE, NOT AS EXPLICIT AS WE  
WERE WERE LIKE THEM TO BE IN  
INTERPRETING THEM THIS WHAT  
THE FIRST DCA GRAPPLES WITH,  
IN A LOT OF INSTANCES, A LOT  
OF -- CIRCUMSTANCES.

>> THE COURTS AROUND THE STATE  
WOULD LOVE, TO STAY IF THE  
FIRST DISTRICT, BUT YOU SAY,  
JUSTIFIED ANSTEAD\$\$'S QUESTION,  
YOU SAID THAT THE LEGISLATURE  
SAID THERE ARE NO LONGER  
EMPOWERED YOU SEE THAT IS  
WHERE I THINK THE PROBLEM IS,  
BECAUSE THE ONLY THING IT SAYS  
IS THEY ARE NOT REQUIRED TO DO  
IT.

AND IF THEY SAY THERE ARE --  
THEY ARE NOT EMPOURED TO  
APPROVE ANYTHING THEN I THINK  
YOU HAVE A DIFFERENT  
SITUATION.

BUT IS THAT YOU AGREED THAT IS  
-- THAT EMPOWER MEANT IS NOT  
THE LANGUAGE THAT WAS USED IN  
THIS AMENDMENT.

>> YES, I AGREE I AGREE IT IS  
NOT EXPRESSLY WITHIN THE  
AMENDMENT --

>> SAYING SOMETHING ISN'T  
REQUIRED ONLY MEANS IT IS NOT  
NECESSARY.

>> AND ACTUALLY, IT SAYS, THE  
CLAIMANTS THE PARTIES NEED NOT  
SUBMIT ANY INFORMATION OR  
DOCUMENTATION WHAT DOES "NEED  
NOT" MEAN I ACTUALLY LOOKED IT  
UP IN THE DICTIONARY, YOU  
KNOW!!\$\$!!!!!!

KNOW, THERE WAS ALL KINDS OF  
DEFINITIONS SHOULD NOT, NEED  
NOT MEANS SHOULD NOT IS IT I

MANDATORY IS IT PERMISSIVE?  
IT -- THAT THE USE OF A LOT OF  
THE TERMS WITHIN THIS STATUTE  
HAVE TO BE CONSTRUED, BECAUSE  
IT IS NOT LIKE YOU -- VERY --  
CORRECTLY POINT OUTP.

>>.

>> IF THE JUDGE OF  
COMPENSATION CLAIM DOES IN  
FACT APPROVE ONE OF THESE  
SETTLEMENT AGREEMENTS, THAT  
THEY HAVE THE RIGHT TO HE AT  
SOME POINT SET IT ASIDE IF THE  
PARTIES COME BEFORE THEM AND  
ASK FOR THAT KIND OF RELIEF DO  
YOU AGREE THAT IF THEY HAVE  
THE RIGHT TO APPROVE IT, THEN  
THEY HAVE A RIGHT TO SET IT  
ASIDE?

>> I WOULD AGREE THAT THAT HAS  
BEEN THE INTERPRETATION OF THE  
LAW FOR QUITE SOMETIME.

>> SO I MEAN SEEMS TO ME WE  
ARE INVITING THE PARTIES EVEN  
THOUGH THEY DON'T HAVE TO HAVE  
A JUDGE OF COMPENSATION CLAIM  
APPROVE IT, IF THEY ARE ALL  
REMITTED BY ATTORNEYS, BUT IF  
THEY DO, AND SAY JUDGE WE WANT  
YOU TO APPROVE THIS, THEN THEY  
ARE PRESERVING THEIR RIGHT  
WHERE AS IF THEY DON'T GET THE  
JUDGE TIE PROVE IT, THEY  
LONGER HAVE THAT RIGHT, THAT  
IS JUST DOESN'T SEEM TO ME TO  
BE REALLY GOOD POLICY.

OR -- DO YOU THINK THE  
LEGISLATURE WOULD WANT THAT  
KIND OF RESULT?

>> WELL, I -- AND I GO BACK TO  
MY TO OUR ANALYSIS OF THISCH  
-- THIS DECISION, AND THIS  
STATUTE, I THINK WHAT THE  
LEGISLATURE HAD IN MIND WAS  
THAT ONCE THE PARTIES OF  
SETTLED A CASE, THEY WERE  
REPRESENT!!\$\$!!!!!!!!!!!!!!!  
REPRESENTED, IT WAS OF A  
PRIVATE AGREEMENT, THEY WERE  
REMOVING THEMSELVES FROM --

>> HOW DO YOU DEAL WITH  
SUBSECTION E?

I THINK I KNOW THE ANSWER HELP  
ME SUBSECTION E SIX SESSION 11

SAYS IT DOES NOT APPLY TO  
CASES THAT HAVE ALREADY BEEN  
SETTLED --

>> PARDON ME WHICH SUBSECTION  
LAST SUBSECTION OF 11 HOW DOES  
IT APPLY -- I'M SORRY.

>> YES, YOU ARE, YES,  
SUBSECTION E SAYS THIS SECTION  
APPLIES TO ALL CLAIMS THAT THE  
PARTIES HAVE NOT PREVIOUSLY  
SETTLED REGARDLESS OF THE DATE  
OF ACCIDENT.

>> AND IN THIS CASE IT IS NOT  
ONLY BEEN SETTLED, BUT  
EFPREVIOUSLY APPROVED UNDER  
THE PRIOR SCHEME BY THE JCC;  
CORRECT?

>> YES, YES.

>> WHAT IMPACT DOES THAT  
SUBSECTION HAVE TO THIS --

>> I THINK WHAT SUBSECTION  
E IS REFERRING TO, IS THE  
RETROACTIVE NATURE OF THE  
STATUTE, SAYING YOU KNOW IF --  
IF DOESN'T MATTER TYPICALLY  
THE DATE OF ACCIDENT APPLIES,  
IN WORKERS COMPENSATION, AND  
THIS PROVISION IS PROVIDING  
THAT NO MATTER YOUR DATE OF  
ACCIDENT, IF YOU SETTLE IF YOU  
SETTLE A CLAIM YOU WILL  
PROCEED UNDER THIS STATUTE.

>> WITH OUR ASSISTANCE, YOU  
HAVE HE USED UP ALL YOUR TIME  
MAKE SURE UNDER IT IS POSITION  
IN THIS CASE OF THE CITY THIS  
CASE STANDS THAT IS THESE  
DISPUTES ALL BELONG IN ARTICLE  
V COURT; CORRECT?

>> CORRECT, ON THE CONTRACT.  
AND IF I MAY, I.

>> YOU HAVE FINISHED YOUR  
TIME, YOU ARE WAY OVER,  
EXHAUSTED ALL YOUR TIME THANK  
YOU VERY MUCH.

>> THANK YOU.

>> YOU HAVE JUST A COUPLE  
MINUTES USED UP MOST OF YOUR  
TIME AS WELL SIR BUT --

>> YES YOUR HONOR THANK YOU  
VERY MUCH, I WOULD LIKE TO  
STATE FIRST, THAT JUSTICE  
ANSTEAD!!\$\$!!!!!!!!!!!!!!

ANSTEAD'S QUESTIONS REGARDING

-- BLOWING A HOLE AND SO FORTH  
I THINK SUPPORTS OUR POSITION  
ON JURISDICTION, FOLLOW UP  
WITH JUSTICE CANTERO.

>> ONE CAN BLOW A HOLE IN A  
WHOLE STATUTORY SCHEME WITHOUT  
CONFLICTING WITH ANY OTHER DCA!!\$\$!!!!  
DCA; RIGHT?

.  
>> WOULD BE CON234R50IKING  
WITH THE OTHER DCA\$\$'S THAT ARE  
MENTIONED IN THEY JURISDICTION  
BREACH AS FAR AS.

>> -- BLOW A WHOLE IN THE  
STATUTORY SCHEME WITHOUT  
CONFLICTING WITH ANOTHER DCA  
IF IT IS FIRST TIME ANY COURT  
HAS DEALT WITH THE ISSUE, I  
WOULDN'T CONFLICT WITH ANY  
OTHERIZATION WE WOULDN'T HAVE  
JURISDICTION NO MATTER HOW BIG  
THAT WHOLE WAS?

>> THAT IS CORRECT, AND WE ARE  
POSITION OF COURSE THAT  
BECAUSE THE OTHER DCA'S  
REFUSED TO HEAR SOME CASES  
BECAUSE THEY DIDN'T HAVE  
JURISDICTION, AND FIRST DCA  
SAYING NOT JCC\$\$'S DON'T --  
ABYSS THAT THE POINT.

>> WE DON'T TAKE JURISDICTION  
THE WAY THIS GOING TO HAVE TO  
COME UP IS SOMEONE IS GOING  
MOVE TO SET ASIDE IN A COURT,  
IN A --

>> I AGREE YOUR HONOR, I AGREE  
YOUR HONOR, AND FOLLOWING UP  
ON JUSTICE CANTERO\$\$'S LINE OF  
QUESTIONING!!\$\$!!!!!!!!!!!!!!!!!!!!  
QUESTIONING, EARLIER, TO  
OPPOSING COUNSEL, KEEPING IN  
MIND, THAT THIS 2001  
AMENDMENT, WAS INTERPRETED  
LATER IT ON WAS 2005, OR 4, IB  
BELIEVE NAB MONTH SHANINGOE  
CAME OUT, NOW PRIOR TO THAT AS  
WE DISCUSSED TODAY, JCC\$\$'S LONG  
HAD THIS HER OUT TO SET  
AGREEMENTS ASIDE.

THE LEGISLATURE, AMENDED THE  
STATUTE SEVERAL TIMES, AFTER  
THAT, AND NEVER SAID "NO, NO  
MORE" SO THEREFORE THEY  
BASICALLY!!\$\$!!!!!!!!!!!!!!!!!!!!

BASICALLY, KNOWING THAT,  
APPROVED THAT PROCESS, THEY  
HAVEN'T AMENDMENT THEY HAD  
STATUTE SINCE, THESE DECISION,  
OKAY?

AND SO THEREFORE, YOU KNOW THE  
LEGISLATURE PRESUMED PRESUMED  
JCC!!\$\$!!!!

JCC'S XERG AUTHORITY THEY  
NEVER -- EXERCISES\$!!!!ING AUTHORITY  
THEY NEVER EXPRESSLY DID  
"THEREFORE HAVE THEMSELVES  
BACK TIE PROVE THAT  
JURISDICTION, FROM THE PAST,  
AND THEY ARE STILL DOING SO  
NOW.

THEY HAVE HAD THE OPPORTUNITY,  
TO EXPLICITLY SAY NO YOU CAN'T  
DO THIS ANY MORE.

>> WITH OUR TIME WITH  
ADDITIONAL TIME YOU HAVE ALSO  
USED UP YOUR EXTRA TIME.

>> THANK YOU VERY MUCH YOUR  
HONOR.

>> THANK YOU VERY MUCH WE WILL  
TAKE THE CASE UNDER ADVISE  
MEANT THANK SNOUSHGS