

The Law Offices of Bolton & Helm, LLP

CASE LAW UPDATE

General Release Creates Voidable Workers' Compensation Settlement

In Barnwell v. Miami-Dade County School Bd., 2010 WL 4703850 (Fla. 1st DCA, November 22, 2010), the 1st DCA reversed a JCC's enforcement of a workers' compensation settlement agreement because the paperwork which accompanied the agreement contained a "release" of all other claims which included language that the claimant had 21 days to consider the agreement and 7 days to revoke it. This language is typical for a general release disposing of claims other than workers' compensation matters including some potential labor and employment issues. The JCC found that the mediated agreement was unambiguous and enforceable and he declined to review evidence about the agreement other than the mediated stipulations. The appellate court reversed his findings and remanded the case back to the JCC to determine if the release language created a voidable contract. It should be noted that, in Caceres v. Sedano's Supermarkets, 36 So.3d 919 (Fla. 1st DCA 2010)(Cited by the appellate court in Barnwell), the appellate court found that a similar release was a material part of the overall agreement and thus provided for revocation of the entire agreement.

Discussion: Parties may want to consider strategies to prevent failure of a workers' compensation agreement including severability language and other preventative statements so that the workers' compensation settlement is not subject to labor revocation provisions.

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