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1. STATUTE OF LIMITATIONS

Varitimidis v. Walgreens/Sedgwick Claims Management Services,
Inc.

The claimant was injured in December 2007. He filed a Petition for Benefits in February 2010, which the E/C asserted was barred by the Statute of Limitations (SOL). The claimant argued the SOL was tolled for one year because the E/C provided medication in November 2009, which was prescribed by an authorized doctor. The JCC initially determined the SOL had expired and then relied on the 1st DCA's decision in *Williams v. Department of Corrections*, 911 So.2d 890 (Fla. 1st DCA 2005), wherein the Court of Appeals held, if the SOL expires and the E/C provides benefits after the expiration, it is the claimant's burden to prove the E/C intentionally provided benefits after the SOL expiration and the claimant relied to his detriment on the intentional provision of benefits, in order to extend the SOL. The JCC determined the claimant did not satisfy his burden to extend the SOL.

The First DCA held the JCC erroneously concluded the SOL expired. Florida Statute § 440.19(2) states, when an E/C furnishes any indemnity or medical benefit before the SOL

expires, the limitations is extended for one year by operation of law. The E/C furnished prescription medication before the 2 year SOL expired.

2. JURISDICTION - ATTORNEY FEE

Zampell Refractories, Inc./Zurich North America v. Welch

The E/C appealed an order of the JCC finding the Claimant did not intentionally misrepresent his condition in an effort to obtain workers' compensation benefits. The 1st DCA affirmed without comment the E/C's appeal. The claimant cross-appealed the JCC's limitation of his attorney fee to a guideline fee. The 1st DCA dismissed the claimant's appeal for lack of jurisdiction because the JCC reserved jurisdiction to determine the amount of the fee.

3. SETTLEMENT AGREEMENTS

United Airlines/Gallager Bassett Services, Inc. v. Nemoto

The parties entered into a settlement agreement in September 2008. Thereafter, the claimant filed a Petition requesting attorney's fees for prevailing on a claim filed prior to the settlement agreement. The JCC rejected the E/C's defense that the parties had settled the case and, ultimately, awarded attorney's fees on the Petition. The JCC reasoned the settlement agreement was conditional. The 1st DCA reviewed the plain language of the settlement agreement and found it does not objectively create any contingencies. Accordingly, the 1st DCA quashed the order awarding attorney's fees and upheld the settlement.