

IN THE DISTRICT COURT OF APPEAL
FIRST DISTRICT, STATE OF FLORIDA

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS and UNDERWRITERS SAFETY AND DISPOSITION THEREOF IF FILED CLAIMS,

Appellants,

v.

CASE NO. 1D11-5448

NOEL K. HUGHES,

Appellee.

/

Opinion filed May 23, 2012.

An appeal from an order of the Judge of Compensation Claims.
Marjorie Renee Hill, Judge.

Date of Accident: March 12, 2010.

Elizabeth F. Campo and Matthew Whiddon, Gainesville, and Cindy R. Galen, Sarasota, for Appellants.

Anthony J. Salzman, Gainesville, and Bill McCabe, Longwood, for Appellee.

PER CURIAM.

In this workers' compensation appeal, the Employer/Carrier (E/C) argues the Judge of Compensation Claims (JCC) erred for three reasons. Because we agree

that the JCC erred in finding that a valid, binding agreement was reached, we need not address the remaining issues.

The JCC correctly determined she had jurisdiction “to determine whether a valid, binding settlement agreement was reached and, if so, to establish its terms.” Bonagura v. Home Depot, 991 So. 2d 902, 904 (Fla. 1st DCA. 2008). So long as competent substantial evidence supports the JCC’s findings, this court will not disturb those findings. Id.

Here, competent substantial evidence cannot be identified in this very limited record to support the JCC’s determination “that the E/C would continue to pay the premiums for Claimant’s family BC/BS [Blue Cross/Blue Shield] health insurance until that time Claimant underwent heart surgery and completed cardiac rehab following surgery.” The only evidence in the record indicates the E/C agreed to deduct the cost of Claimant’s family health insurance coverage from the temporary partial disability benefits it was paying Claimant.

Accordingly, this matter is REVERSED and REMANDED for further proceedings consistent with this opinion.

PADOVANO, ROWE, and RAY, JJ., CONCUR.