

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: October 6, 2009	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public
Department:			<input type="checkbox"/>	Workshop

By: COUNTY ATTORNEY'S OFFICE

For:

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve a Settlement Agreement, inclusive of attorney's fees and costs, in the total amount of \$55,000 in the case of Eddie Jones v. Palm Beach County, et al., Case No. 50 2008 CA028730XXXMBAO.

**Summary:** The Plaintiff's vehicle was rear-ended by a Palm Tran bus at a stop light in Belle Glade on June 5, 2006. The bus driver said that as the light changed his foot slipped off of the brake causing the rear-end collision. Countywide (DRO)

**Background and Justification:**

This is a personal injury claim involving Plaintiff Eddie Jones, a mentally impaired man who alleged that he was injured on June 5, 2006 in Belle Glade, Florida, when a PALM TRAN bus driven by a County employee, Mack Boone Jr., rear-ended his vehicle. The bus driver testified that he was immediately behind Plaintiff's vehicle and as the Plaintiff slowed down to stop on approach of the stoplight he also slowed the bus to approximately 5 mph, when his foot slipped off the brake pedal causing the bus to hit the rear bumper of Plaintiff's car.

Plaintiff sustained neck and back injuries, underwent two surgeries and was assigned an 18% permanent impairment rating by his orthopedic surgeon, Dr. Jeffrey Katzell. Dr. Katzell also recommended future surgery at a cost of \$30,000.00. Plaintiff's medical bill to date as a result of the accident, is \$52,000.00.

The Plaintiff had a prior accident in 2002, in which his car was rear-ended by a dump truck and he sustained neck injuries.

The County's expert Dr. Michael Zeide, who performed an Independent Medical Examination on Plaintiff on July 20, 2009, did not dispute Dr. Katzell's impairment rating, but opined that the Plaintiff was not a candidate for future surgery.

Considering the foregoing, the Mediation Settlement Agreement is reasonable under the circumstances, and it is in the County's best interest to approve the Agreement. Therefore, it is recommended that the County approve the Settlement Agreement in the amount of \$55,000.

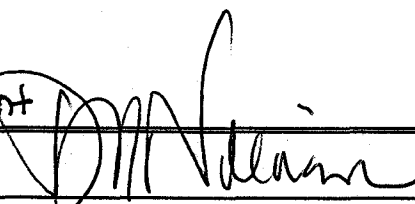
**ATTACHMENTS:**

1. Settlement Agreement
2. Budget Availability Statement

Recommended by: \_\_\_\_\_

County Attorney

Date



9/18/09



## SETTLEMENT AGREEMENT

**THIS AGREEMENT** made and entered into this 21<sup>st</sup> day of September, 2009, by and between PALM BEACH COUNTY (the "COUNTY"), a political subdivision of the State of Florida, and EDDIE JONES.

WHEREAS, EDDIE JONES, sued the COUNTY in a lawsuit presently styled Eddie Jones v. Palm Beach County, et al., Case No. 50 2008 CA028730XXXXMBAO, in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida (the "Pending Lawsuit"), for damages arising from an accident that occurred on June 5, 2006, on SR-80 (South Main Street) in Belle Glade, Palm Beach County, Florida.

WHEREAS, the COUNTY has denied liability in the Pending Lawsuit; and

WHEREAS, the parties hereto wish to amicably resolve the Pending Lawsuit against PALM BEACH COUNTY without further litigation of the claims made and defenses raised therein.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Within thirty (30) days of full execution and receipt hereof, and subject to final approval by the Palm Beach County Board of County Commissioners, the COUNTY shall pay to EDDIE JONES, the amount of **FIFTY FIVE THOUSAND DOLLARS AND NO CENTS (\$55,000.00)**, by a check made payable to Eddie Jones and Lorenzo Williams, his attorney, (Tax I.D. No. 59-1973933).
3. Within ten (10) days of receipt of the COUNTY's payment, EDDIE JONES, shall (i) execute and deliver to the Palm Beach County Attorney's Office a Release in the form of that attached hereto as Exhibit A, and (ii) execute and deliver to the Palm Beach County Attorney's Office a Stipulation and Final Order of Dismissal with Prejudice, in the form of that attached hereto as Exhibit B, which, in turn, the Palm Beach County Attorney's Office will also execute and thereafter forward to the Court for execution, service by mail and filing.
4. Lorenzo Williams, Esquire and/or Eddie Jones, shall not disburse, and shall not accept, any proceeds from the settlement check described in paragraph 2, unless and until the Release has been delivered to the COUNTY and the Final Order of Dismissal with Prejudice has been filed and served in accordance with paragraph 3, above.
5. EDDIE JONES acknowledges and agrees that he is responsible for the payment of any liens against this settlement and that the COUNTY shall not be responsible for any portion of said liens. EDDIE JONES on behalf of himself and his officers, agents, employees, heirs, executors, administrators and assigns, further agree to indemnify, defend, and hold the COUNTY, its officers,

agents, elected officials, and employees, their heirs, executors, administrators and assigns, harmless from and against all suits, actions, proceedings, claims, demands, and damages, including attorneys' fees, arising out of or related to such liens or claims of lien.

6. Each party shall bear its respective attorney's fees and costs.

7. This Settlement Agreement does not constitute an admission of liability by either party.

8. In any litigation brought to enforce the terms or remedy a violation of this Settlement Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees in addition to any other recovery.

9. EDDIE JONES declares and acknowledges that the terms of this Settlement Agreement have been completely read, fully understood, discussed with counsel, and voluntarily accepted as a full and final compromise of any and all claims they may have against the COUNTY.

10. This Settlement Agreement shall be binding on the parties hereto, their assigns, transferees, heirs, and other successors in interest.

11. The parties represent that no claim that has been, or could have been, raised in the Pending Lawsuit, and no claim to which this Settlement Agreement applies, has been assigned or otherwise transferred to any other person or entity not a party hereto.

IN WITNESS WHEREOF, the parties have caused this Settlement Agreement to be executed as of the date first set forth above.

WITNESS:

Connie Hemmer  
Print Name:

Plaintiff

Repmn for  
Lorenzo Williams, Esquire  
on behalf of Eddie Jones

ATTEST:

Sharon R. Bock, Clerk and Comptroller

PALM BEACH COUNTY, a Political  
Subdivision of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
~~Jeff Koons, Chairperson~~  
Board of County Commissioners

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
Assistant County Attorney

**JOHN F. KOONS**  
**CHAIRMAN**

**RELEASE OF ALL CLAIMS**

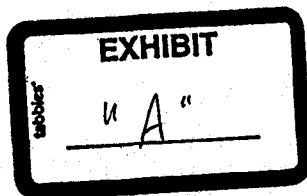
**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, EDDIE JONES, being of lawful age, for the sole consideration of **FIFTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$55,000.00)**, to the undersigned in hand paid, the receipt and sufficiency whereof is hereby acknowledged, does hereby and for their executors, administrators, successors and assigns, release, acquit and forever discharge **PALM BEACH COUNTY**, (hereinafter referred to as "the Releasees"), and their officers, agents, employees, heirs, executors, administrators, successors and assigns, none of whom admit any liability to the undersigned, but all of whom expressly deny any such liability, from any and all claims, demands, rights, damages, costs, loss of service, expenses, compensation, actions, causes of action or suits of any kind or nature whatsoever, which the undersigned may now have or which may hereafter accrue or develop, particularly on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, and property damages, and any and all consequences thereof, resulting or to result from an alleged accident that occurred on June 5, 2006, on SR-80 (South Main Street) in Belle Glade, Palm Beach County, Florida.

**FURTHERMORE**, the undersigned agree that each party shall bear their own costs and attorney's fees, and the undersigned shall bear sole responsibility for any and all hospital, physician, diagnostic, rehabilitation, training, maintenance, medical or pharmaceutical expenses, bills, statements, liens or subrogable interests, of any nature whatsoever, which are or may be outstanding and payable on the date of execution of this agreement, or which may be incurred and payable in the future. The undersigned further agree to indemnify and save harmless the Releasees from any requests for payment or attempts for collection therefrom. Should legal action be instituted against the Releasees for payment or collection of the aforementioned expenses, the undersigned agree to indemnify and save harmless the Releasees for any attorney's fees, costs and/or judgments which may be entered against the Releasees.

**FURTHERMORE**, the undersigned understand and agree that this settlement is the compromise of a doubtful and disputed claim, and that the payment made shall not be construed as an admission of liability on the part of the Releasees, and that the Releasees deny any liability therefor and merely intend to avoid further litigation and buy their peace.

**FURTHERMORE**, the undersigned hereby declare and represent that any injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release the undersigned understands and agrees that the undersigned relied wholly upon the undersigned's own judgment, belief and knowledge of the nature, extent, effect and duration of any injuries and liability therefore, without reliance upon any statement or representation by the Releasees, or by their representatives or by any physician or surgeon employed by them. The undersigned further declare and represent that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement



expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this agreement are contractual and not merely a recital.

**FURTHERMORE**, the undersigned state that while they hereby release any and all claims against the Releasees, and their officers, agents, employees, heirs, executors, administrators, successors and assigns, for both past and future losses, including medical expenses, health care expenses and related expenses, the necessity for future medical treatment and expenses incurred is speculative and unknown at this time and therefore, as a result, the undersigned reserve the right to pursue and recover all future medical expenses, health care expenses and related expenses, from any person, firm, or organization who may be responsible for payment of such expenses, including any first-party health or automobile insurance coverage, but such reservation specifically does not include the Releasees.

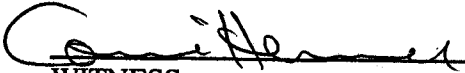
**FURTHERMORE**, notwithstanding the language contained in this Release, this Release shall not be construed as releasing any medical providers for potential claims which may arise based upon treatment and care rendered as a result of the accident which is the subject of this Release. Moreover, this Release shall not be construed as releasing any health insurance carrier or other insurer from medical and lost wage benefits to which the Releasor is entitled.

**THE UNDERSIGNED** hereby declare that the undersigned have completely read, fully understood and voluntarily accepted the foregoing Release of All Claims for the purpose of making a full and final compromise settlement and adjustment of any and all claims, disputed or otherwise, on account of the damages and/or injuries set forth above, and for the express purpose of precluding forever any further or additional claims against the Releasees arising out of the aforementioned incident.

**THE UNDERSIGNED** hereby accept the tendered settlement draft as final payment of the consideration set forth above.

IN WITNESS HEREOF, I, EDDIE JONES, have hereunto set my hand and seal this day of September, 2009.

IN THE PRESENCE OF:

  
WITNESS

  
Eddie Jones



STATEMENT OF ATTORNEY FOR RELEASOR

I, Lorenzo Williams, Esq., state that I am the attorney for EDDIE JONES, the above-signed Releasor; that I have explained to EDDIE JONES all the terms of this Release and the Settlement Agreement upon which it is based; and that EDDIE JONES has represented to me that he understands all the terms and their significance. EDDIE JONES has signed this Release knowingly, voluntarily and on my advice.

DATED this 21<sup>st</sup> day of September, 2009.

P. Q. Williams for  
Lorenzo Williams, Esq.  
Attorney for Eddie Jones  
Florida Bar No. 249874



IN THE CIRCUIT COURT OF THE FIFTEENTH  
JUDICIAL CIRCUIT IN AND FOR PALM BEACH  
COUNTY, FLORIDA

CASE NO. 502008 CA028730XXXMBAO

EDDIE JONES,

Plaintiff,

v.

PALM BEACH COUNTY COMMISSION,  
and PALM TRAN, INC.,

Defendants.

STIPULATION AND FINAL ORDER OF DISMISSAL WITH PREJUDICE  
WITH RESPECT TO DEFENDANT PALM BEACH COUNTY

COMES NOW the Plaintiff, EDDIE JONES, with his attorney, joined by the Defendant, PALM BEACH COUNTY, by and through its attorney, and shows unto the Court that all matters in controversy having been compromised and settled to the satisfaction of the parties herein, it is agreed that the action of the Plaintiff against Defendant, PALM BEACH COUNTY be dismissed with prejudice, each party to bear their own costs and attorney's fees, and with the Plaintiff to hold Defendant, PALM BEACH COUNTY harmless from all subrogation claims and other liens that are or may be claimed by any party as a result of the matters giving rise to the Plaintiff's claims against Defendant, PALM BEACH COUNTY.

BY:

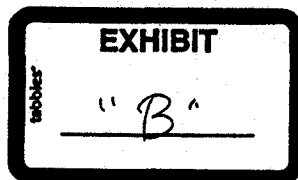
\_\_\_\_\_  
David R. Ottey, Esq.  
Florida Bar No. 15590  
Assistant County Attorney  
301 North Olive Avenue  
6th Floor  
West Palm Beach, FL 33401  
Tel.: (561) 355-6557  
Fax.: (561) 355-4234  
Attorney for Defendant, PBC

BY:

\_\_\_\_\_  
Lorenzo Williams, Esq.  
Florida Bar No. 249874  
Gary, Williams, Finney, Lewis,  
Watson & Sperando  
221 East Osceola Street  
Stuart, FL 34994  
Tel.: (772) 283-8260  
Fax.: (772) 220-3343  
Attorney for Plaintiff

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_



**FINAL ORDER OF DISMISSAL WITH PREJUDICE**  
**WITH RESPECT TO DEFENDANT PALM BEACH COUNTY**

THIS CAUSE having come before the Court upon the foregoing Stipulation, and the Court being otherwise fully advised in the premises, it is therefore

**ORDERED AND ADJUDGED** that the above-styled cause, be and the same is hereby Dismissed With Prejudice, each party to bear their own costs and attorney's fees, and the Plaintiff, **EDDIE JONES**, shall hold the Defendant, **PALM BEACH COUNTY**, harmless from all subrogation and other liens that are or may be claimed by any party as a result of the matters giving rise to Plaintiff's claims against Defendant, **PALM BEACH COUNTY**.

**DONE AND ORDERED** in Chambers, at West Palm Beach, Palm Beach County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
The Honorable Thomas H. Barkdull, III  
Circuit Court Judge

Copies furnished:

Counsel for Plaintiff:

Lorenzo Williams, Esq.  
Gary, Williams, Finney, Lewis,  
Watson & Sperando  
221 East Osceola Street  
Stuart, FL 34994

Counsel for Defendant:

David R. Ottey, Esq.  
Assistant County Attorney  
300 North Dixie Highway  
Litigation Division – Suite 359  
West Palm Beach, Florida 33401

**BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 09/15/2009 REQUESTED BY County Attorney PHONE: 355-6557

AMOUNT: \$ 55,000

AGENDA DATE: 10/20/2009

**BUDGET ACCOUNT NUMBER (IF KNOWN)**

FUND: 5010 DEPT: 700 UNIT: 7130 OBJ: 4511

FUNDING SOURCE: Casualty and Property Fund (5010)

BAS APPROVED BY:  DATE: 9/15/09