





**Summary:** Plaintiffs allege that the County employee negligently operated the County vehicle, causing this accident. The County's employee was charged with causing the accident. Plaintiff, Javier Cristobal Soria, alleges multiple physical injuries, unpaid medical bills, future medical care and treatment, as well as pain and suffering type damages. Plaintiffs three children, one adult and two minors, have asserted loss of consortium claims. Palm Beach County and Plaintiffs have conditionally settled this claim. Payment terms are as follows: The County will pay Plaintiffs \$198,200.00. In order to be entitled to receive the remaining sum of \$101,800.00, Plaintiffs must seek, and receive, a claims bill from the Florida Legislature. Countywide (AP)

**Background and Justification:** This is a personal injury claim arising from a motorcycle/dump truck accident on April 17, 2007, allegedly caused by the negligence of the County's employee who was operating the dump truck. Plaintiffs allege that Mr. Soria sustained multiple orthopaedic and neurologic injuries, spent ten (10) days in the hospital, and was required to undergo significant medical treatment after his release. Plaintiffs contend that Mr. Soria sustained injuries to his brain; right shoulder, elbow (fracture), wrist, and knee; low back; permanent scarring and disfigurement to his right arm; as well as headaches, insomnia, and anxiety. Plaintiffs allege that Mr. Soria sustained over a 50% permanent whole body impairment caused by this accident. Plaintiffs allege that medical bills total approximately \$200,000.00, and that Mr. Soria will require future medical care and treatment, including surgeries for his orthopaedic injuries, totaling over \$600,000.00. The County's medical experts agree that Mr. Soria did sustain multiple orthopaedic injuries, the most serious of which is a fracture to his right arm which was operated on twice, and that he may require additional medical treatment, including surgery, for the orthopaedic injuries. The County's neurologist diagnosed a permanent nerve injury to Mr. Soria's right brachial plexus, which innervates his right upper extremity. Based upon the totality of Mr. Soria's injuries, medical bills, potential future medical care, pain and suffering, as well as the consortium claims of his three (3) children, exposure from a jury verdict could exceed \$1,000,000.00. Settlement of the claims saves the County a significant amount of money in terms of litigation costs, personnel time, and requires the County to pay only its sovereign immunity limit absent the Florida Legislature passing a claims bill in favor of the Plaintiffs for the additional sum of \$101,800.00.

Based on the facts and circumstances of this case, it is recommended that the County approve the Settlement Agreement in the amount \$300,000.00, wherein the County will pay Plaintiffs the sum of \$198,200.00. In order for Plaintiffs to be entitled to receive the additional sum of \$101,800.00, they must first seek, and receive, a claims bill from the Florida Legislature. County Administration, Risk Management, and the County Attorney's Office recommend settlement.

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter referred to as "AGREEMENT") stems from a lawsuit styled **JAVIER CRISTOBAL SORIA, and PAMELA SORIA, his daughter, and LUCAS SORIA, a minor, by and through his father and next friend, Javier Cristobal Soria, and AGUSTINA SORIA, a minor, by and through her father and next friend, Javier Cristobal Soria, Plaintiffs** (hereinafter referred to either by their individual names or cumulatively as "FIRST PARTY"), versus **PALM BEACH COUNTY, Defendant** (hereinafter referred to as "COUNTY" or "SECOND PARTY"), in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, Case No. 502008CA015296 MC AO (hereinafter referred to as the "LAWSUIT"). FIRST PARTY and SECOND PARTY, as more specifically set forth below, have agreed to settle the LAWSUIT.

In consideration of these premises, and the payment of money by SECOND PARTY to FIRST PARTY as set forth below, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby conclusively deemed acknowledged by the parties to this AGREEMENT, FIRST PARTY and SECOND PARTY hereby stipulate and agree as follows:

1. On or about March 23, 2009, FIRST PARTY, through their attorney, filed a Third Amended Complaint against SECOND PARTY in the LAWSUIT. The LAWSUIT arises out of a motor vehicle accident which occurred on or about April 17, 2007, in Palm Beach County (hereinafter referred to as "ACCIDENT") wherein Plaintiff, JAVIER CRISTOBAL SORIA, while operating a motorcycle, was involved in an accident with a COUNTY employee who was acting within the course and scope of his employment and operating a COUNTY vehicle.

2. FIRST PARTY and SECOND PARTY have amicably resolved the LAWSUIT.

3. FIRST PARTY and SECOND PARTY agree on the following settlement terms:

A. FIRST PARTY and SECOND PARTY agree to entry of a Consent Final Judgment in the amount of \$300,000.00. See Exhibit A attached hereto and incorporated by reference herein.

B. SECOND PARTY will pay FIRST PARTY the total sum of \$198,200.00, to be distributed as follows, subject to the satisfaction of any liens as set forth below in paragraph 3(H): \$100,000.00 to Plaintiff JAVIER CRISTOBAL SORIA; \$39,280.00 to Plaintiff PAMELA SORIA, adult daughter; \$29,460.00 to Plaintiff LUCAS SORIA, minor son; \$29,460.00 to Plaintiff AGUSTINA SORIA, minor daughter. As set forth below in paragraph 3(H), FIRST PARTY has resolved the lien asserted by the Health Care District, Palm Beach County for \$5,948.11, and the attorney lien asserted by Albert Benzrihem, Esq. for \$3,000.00. SECOND PARTY will pay these agreed upon sums to the Health Care District, Palm Beach County, and Albert Benzrihem, Esq., respectively, out of the total sum of \$198,200.00 set forth above. After subtracting the payments to be made to the Health Care District and Benzrihem from the total sum of \$198,200.00, it is agreed that SECOND PARTY will pay to FIRST PARTY the following amounts of money: \$95,525.94 to Plaintiff JAVIER CRISTOBAL

SORIA; \$37,788.65 to Plaintiff PAMELA SORIA; \$27,968.65 to Plaintiff LUCAS SORIA; and \$27,968.65 to Plaintiff AGUSTINA SORIA.

C. SECOND PARTY has already paid FIRST PARTY (Plaintiff JAVIER CRISTOBAL SORIA) the sum of \$1,800.00 in full and final satisfaction of the property damage claim.

D. The sum of the payments set forth above in paragraphs 3(B) and 3(C) represents SECOND PARTY'S \$200,000.00 sovereign immunity limit under section 768.28(5), Florida Statute.

E. In order for FIRST PARTY to be entitled to receive the remaining sum of \$101,800.00, FIRST PARTY shall be required, in accordance with section 768.28(5), Florida Statute, to obtain a claims bill from the Florida Legislature. SECOND PARTY agrees not to oppose a claims bill seeking the \$101,800.00. The failure of First Party to obtain a claims bill from the Florida Legislature shall have no effect whatsoever on the validity and enforceability of this Settlement Agreement.

F. Settlement of the LAWSUIT is further contingent on, and subject to, the following additional conditions:

i. Approval of the settlement by the PALM BEACH COUNTY BOARD OF COUNTY COMMISSION.

ii. Approval of the settlement relating to Plaintiff LUCAS SORIA, minor son, and Plaintiff AGUSTINA SORIA, minor daughter, by the Court.

G. FIRST PARTY shall pay, satisfy, and/or resolve any and all claims, bills, and liens out of the above settlement proceeds, including but not limited to Medicare or Medicaid liens, the Palm Beach County Health Care District lien in the amount of \$11,015.02 (see Exhibit B attached hereto and incorporated by reference herein), unpaid medical bills, any and all liens asserted by Plaintiff JAVIER CRISTOBAL SORIA'S prior attorney(s) (see Exhibit C attached hereto and incorporated by reference herein), as well as any other claim, bill, or lien asserted.

H. With respect to liens asserted by any local, state, or federal governmental entity, including but not limited to Medicare, Medicaid, and/or the Palm Beach County Health Care District, as well as any charging lien asserted by Plaintiffs' prior attorneys, FIRST PARTY may negotiate these liens with these persons or entities, but SECOND PARTY will satisfy the liens directly (i.e., by writing checks, as applicable, to the persons or entities having the liens) out of the \$198,200.00 sum identified above in paragraph 3(B) and, if the Florida Legislature agrees to pass a claims bill, out of this money as well. After satisfying these liens, SECOND PARTY will subtract the amount paid to satisfy any lien from the \$198,200.00 sum identified above in paragraph 3(B) on a pro-rata basis among the individuals who make up the FIRST PARTY and distribute the remainder of the monies to them. FIRST PARTY has resolved the Health Care District lien in the amount of \$11,015.02 for \$5,948.11. See Exhibit B1 attached

hereto. FIRST PARTY has resolved the attorney lien asserted by Albert Benzrihem, Esq. for \$3,000.00. See Exhibit C1 attached hereto.

4. After (a) the execution of this AGREEMENT; (b) approval of this AGREEMENT by the PALM BEACH COUNTY BOARD OF COUNTY COMMISSION; (c) approval of the settlement with respect to minor Plaintiffs LUCAS SORIA and AGUSTINA SORIA by the Court; FIRST PARTY and SECOND PARTY shall file the Consent Final Judgment attached hereto as Exhibit A with the Court.

5. FIRST PARTY and SECOND PARTY hereby declare and represent to each other that FIRST PARTY and SECOND PARTY have relied wholly upon their own judgment, and judgment of their agents and attorneys in entering into this AGREEMENT, and they further represent that they have not been influenced to any extent whatsoever in entering into this AGREEMENT by any representations or statements regarding the value of their respective claims, or the legal liability therefore, or regarding any other matters made by the other party or by any person or persons representing or employed by such other party. Each party further represents to the other that each party giving a release herein set forth knows, has examined, and has investigated to their full satisfaction, with the assistance of their attorney, all matters concerning the incidents and claims between or among them or at issue in the LAWSUIT, and that the settlement of their differences and the execution of this AGREEMENT is not based upon, or induced by, any representations made by the other party, their respective attorney, or by any person or persons representing or employed by such other party concerning the subject matter of the LAWSUIT.

6. FIRST PARTY does hereby demise, acquit, satisfy and forever discharge SECOND PARTY, including any and all of SECOND PARTY'S respective agents, employees, County Commissioners, affiliates, members, heirs, legal representatives, insurers, excess insurers, and assigns, jointly and severally, of and from all action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the FIRST PARTY ever had, now has, or which any personal representative, successor, heir or assign of said FIRST PARTY had, hereafter can, shall or may have, against the SECOND PARTY, for any and all manner of actions, claims, cause or causes of action or damages arising out of, relating or pertaining to the ACCIDENT and LAWSUIT, or which should have or could have been raised or asserted in the LAWSUIT.

7. Each party to this AGREEMENT hereby declares and represents to each other party to this AGREEMENT that no promise or agreement not herein expressed has been made to the other; that this AGREEMENT contains the entire agreement between FIRST PARTY and SECOND PARTY, and that the terms of the AGREEMENT are contractual and not a mere recital; and that this AGREEMENT may only be modified by a subsequent written AGREEMENT executed by all parties.

8. FIRST PARTY and SECOND PARTY hereby declare to one another that they have carefully read this AGREEMENT, that the contents have been explained to them by their

respective attorneys, that they understand the contents thereof, and that they have signed this AGREEMENT voluntarily and of their own free will.

9. Whenever and wherever the context of this AGREEMENT requires, any references to the singular shall read, construed, and interpreted to mean the plural and vice-versa; any reference to the masculine gender shall be read, construed, and interpreted to mean the feminine gender and vice-versa; any reference to the natural gender shall be read, construed, and interpreted to mean the masculine or feminine gender, whichever is applicable.

**IN WITNESS HEREOF:**

**FIRST PARTY**

_____ JAVIER CRISTOBAL SORIA Plaintiff	_____ Date	_____ Witness
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\_\_\_\_\_  
Witness

_____ PAMELA SORIA Plaintiff	_____ Date	_____ Witness
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\_\_\_\_\_  
Witness

_____ LUCAS SORIA Plaintiff, a minor, by and through his Father, natural guardian, and next friend, Javier Cristobal Soria	_____ Date	_____ Witness
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\_\_\_\_\_  
Witness

_____ AGUSTINA SORIA Plaintiff, a minor, by and through his	_____ Date	_____ Witness
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**SECOND PARTY**

**ATTEST:**  
Sharon R. Bock, Clerk

**PALM BEACH COUNTY BOARD  
OF COUNTY COMMISSIONERS**

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

By: \_\_\_\_\_  
Burt Aaronson, Chair

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Assistant County Attorney



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

JAVIER CRISTOBAL SORIA,  
and PAMELA SORIA, his daughter, and  
LUCAS SORIA, a minor, by and through  
his father and next friend, Javier Cristobal  
Soria, and AGUSTIN SORIA, a minor, by  
and through his father and next friend, Javier  
Cristobal Soria,

CASE NO.: 502008CA015296XXXXMB AO

Plaintiffs,

v.

PALM BEACH COUNTY,

Defendant.

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**CONSENT FINAL JUDGMENT**

THIS CAUSE is before the Court by agreement of the parties for entry of a Consent Final Judgment.

Plaintiffs, JAVIER CRISTOBAL SORIA, and PAMELA SORIA, his daughter, and LUCAS SORIA, a minor, by and through his father and next friend, Javier Cristobal Soria, and AGUSTINA SORIA, a minor, by and through her father and next friend, Javier Cristobal Soria, Plaintiffs, are represented by Diana Santa Maria, Esq. Defendant, PALM BEACH COUNTY, is represented by Andrew M. Pelino, Esq.

On or about March 23, 2009, Plaintiffs filed a Third Amended Complaint against Defendant. The lawsuit arises out of a motor vehicle accident which occurred on or about April 17, 2007, in Palm Beach County wherein Plaintiff, JAVIER CRISTOBAL SORIA, while operating a motorcycle, was involved in an accident with a COUNTY employee who was acting within the course and scope of his employment and operating a COUNTY vehicle. Plaintiffs



allege that JAVIER CRISTOBAL SORIA sustained injuries from this accident, for which he is requesting monetary damages. His three (3) children have brought consortium claims as well.

The parties have settled this lawsuit and agree to the entry of this Consent Final Judgment on the following terms:

1. A Consent Final Judgment shall be entered in the amount of \$300,000.00 in favor of the Plaintiffs against the Defendant.

2. Defendant shall pay the Plaintiffs, in accordance with the Settlement Agreement and Release executed by the parties, which is incorporated by reference herein, the sum of \$198,200.00. The parties agree that this payment, along with a prior payment of \$1,800.00 from the Defendant to Plaintiff JAVIER CRISTOBAL SORIA, represents Defendant's \$200,000.00 sovereign immunity limit under section 768.28(5), Florida Statute.

3. In order for Plaintiffs to be entitled to receive the remaining sum of \$101,800.00, Plaintiffs shall be required, in accordance with section 768.28(5), Florida Statute, to obtain a claims bill from the Florida Legislature. Defendant agrees not to oppose a claims bill seeking the \$101,800.00. The failure of Plaintiffs to obtain a claims bill from the Florida Legislature shall have no effect whatsoever on the validity and enforceability of the Settlement Agreement and Release executed by the parties as well as this Consent Final Judgment.

WHEREFORE the Court, being duly advised in the premises, enters this Consent Final Judgment based upon the agreement of the parties as set forth herein. Execution shall issue for the sum of \$198,200.00. For the sum of \$101,800.00, Plaintiffs must obtain a claims bill from the Florida Legislature.

DONE AND ORDERED in Chambers this \_\_\_ of August, 2010.

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Honorable Thomas H. Barkdull, III

Circuit Court Judge

Copies Furnished:

Andrew Pelino, Esquire, 300 N. Dixie Highway, Third Floor, West Palm Beach, FL 33401

Diana Santa Maria, Esquire, 5220 S. University Drive, Suite 205C, Ft. Lauderdale, FL 33328

Tony DiMatteo, Esquire, 105 S. Narcissus Avenue, Suite 701, West Palm Beach, FL 33401



**HEALTH CARE DISTRICT OF PALM BEACH COUNTY  
NOTICE OF PAYMENTS MADE FOR HEALTH CARE SERVICES**

Pursuant to Section 10, Chapter 2003-326, (Originally 87-450) Laws of Florida (Palm Beach County Health Care Act), notice is hereby given that the HEALTH CARE DISTRICT OF PALM BEACH COUNTY (HCD) has furnished funds for medical care and expenses totaling \$11,015.02 on behalf of Javier Soria.

This notice shall constitute a lien upon the proceeds of any judgment, settlement, or settlement agreement concerning the liability of tortfeasors or other third parties causing or contribution to the illness or injury necessitating the health care services.

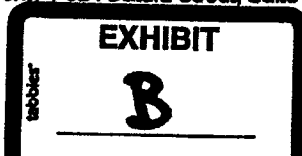
The amount of this lien shall be the entire amount paid by HCD, less payments received by HCD and HCD's pro rata share of reasonable attorney's fees, costs, and expenses of litigation for claimant's attorney. However, the amount of the lien shall not be greater than two-thirds (2/3) of the amount remaining from the proceeds after the deduction of attorney's fees and other reasonable costs and expenses of litigation. No release or satisfaction shall be valid against this lien unless the HCD joins therein or executes a release of this lien.

Dated this 9<sup>th</sup> day of February 2009.

**HEALTH CARE DISTRICT OF PALM BEACH COUNTY**

By:

  
Nichole M. Carran





**Health Care District**  
PALM BEACH COUNTY

DEDICATED TO THE HEALTH OF OUR COMMUNITY

www.hodpbcc.org

June 11, 2010

Attn: Becky  
Law Office of Diane S. Maria, P.A.  
5220 South University Drive, Suite 205 C  
Fort Lauderdale, FL 33328

Re: Javier Soria

Dear Becky:

In response to your telephone call, please be advised that, the Health Care District will consider its lien, in the amount of \$11,015.02, fully satisfied upon receipt of payment in the amount of \$5,948.11. Please forward a check, payable to the Health Care District, to my attention. Thank you for your assistance in this matter.

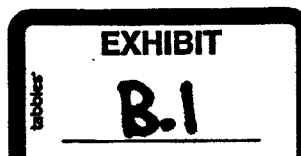
Feel free to contact me at (561) 659-1270, extension 5502 if I may be of further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Nichole M. Carran".

Nichole M. Carran  
Supervisor of Records  
Management & Subrogation

NMC/tbe



THE LAW OFFICES OF  
**ALBERT BENZRIHEM, P.A.**  
ATTORNEY AT LAW  
AVOCAT • ABOGADO

THE ATRIUM CENTRE • SUITE 303  
4801 SOUTH UNIVERSITY DRIVE  
FORT LAUDERDALE, FLORIDA 33328

TELEPHONES  
BROWARD (954) 434-3488  
FAX (954) 434-7725

October 30, 2007

**SENT VIA CERTIFIED MAIL & FACSIMILE - 561-233-5435  
RETURN RECEIPT REQUESTED**

Palm Beach County Risk Management  
160 Australian Avenue  
Suite 401  
West Palm Beach, FL 33406  
**Attention: Sheila Brown**

Re: Our Client : Javier Cristobal Soria  
Defendant : Board of County Commissioners of PBC  
Your Driver : Juan Sepeda Casas  
Date of Accident : 04/17/2007

Dear Ms. Brown:

Please be advised that the undersigned attorney no longer represents Mr. Javier Cristobal Soria in the above-referenced matter. Therefore, please be advised that Albert Benzrihem, P.A. has a lien for attorney's fees and costs arising from the work performed to date on Mr. Javier Cristobal Soria's case.

Please protect our lien from any eventual settlement or jury verdict and judgement arising from this case by placing our name on any settlement or verdict draft issued on behalf of Mr. Javier Cristobal Soria.

Thank you for your anticipated cooperation in this regard.

Sincerely,

  
ALBERT BENZRIHEM, ESQ.

AB/ap



RISK MGMT.  
Received  
NOV 05 2007  
DEPT.

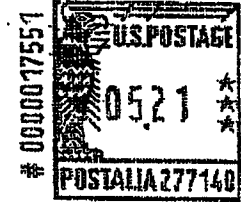
RECEIVED  
NOV 14 2007  
GALLAGHER, BASSETT

THE LAW OFFICES OF  
**ALBERT BENZRIHEM, P.A.**  
ATTORNEY AT LAW  
THE ATRIUM CENTRE • SUITE 303  
4801 SOUTH UNIVERSITY DRIVE  
FORT LAUDERDALE, FLORIDA 33328

Of the return address, fold at dotted line  
**CERTIFIED MAIL**



7006 2760 0001 1716 6202



Palm Beach County Risk Management  
160 Australian Avenue  
Suite 401  
West Palm Beach, FL 33406  
Attention: Sheila Brown

RISK MGMT.  
Received  
NOV 05 2007  
DEPT.

RECEIVED  
NOV 14 2007  
GALLAGHER, BASSETT

07-09-'10 16:17 FROM-  
07-06-'10 16:01 FROM-

T-679 P0002/0003 F-973  
T-666 P0001/0001 F-952

LAW OFFICES  
**DIANA SANTA MARIA**  
PROFESSIONAL ASSOCIATION  
UNIVERSITY PLACE - SUITE 205G  
5230 SOUTH UNIVERSITY DRIVE  
FORT LAUDERDALE, FLORIDA 33328

DIANA SANTA MARIA  
LAURA G. DOLIN

BECKY HARTMAN  
LITIGATION PARALEGAL  
DIANA MALANCA  
MEDICAL PARALEGAL  
MONICA STUBBS  
PRE-LITIGATION PARALEGAL

TELEPHONE (954) 434-1077  
FACSIMILE (954) 434-4462  
TOLL FREE (800) 669-2164  
WWW.SITA.LAW/SANTAMARIALAW.NET

July 2, 2010

**BY FACSIMILE: 954-434-7725**  
Albert Benzrihem, Esquire  
10620 Griffin Road, Suite B-105  
Fort Lauderdale, FL 33328

**RE: Javier Soria, et al. v. Palm Beach County**  
**Case Number: 502008CA015296XXXXMBAO**

Dear Mr. Benzrihem:

This letter will confirm our agreement that you will accept \$3,000.00 in full and final satisfaction of your attorney's fee lien on the case of Javier Soria.

Please confirm your acceptance of the \$3,000.00 by kindly signing and dating the bottom of this letter and returning same to our office via facsimile to (954) 434-4462.

Thank you very much for your professional courtesies in this matter.

Very truly yours,

Law Offices of Diana Santa Maria, P.A.

Diana Santa Maria, Esquire

DSM/bh

Accepted: \_\_\_\_\_

Date: 7/9/10

