

## I. EXECUTIVE BRIEF

Countywide (AP)  
(continued on page 3)

Recommended by: [Signature] 12/8/15  
County Attorney Date  
Approved by: [Signature] 12/7/2015  
Palm Beach County Fire Rescue Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	250,000	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	250,000	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No   

Budget Account No.: Fund 5010 Department 700 Unit 7130 Object 4511

Reporting Category \_\_\_\_\_

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

### C. Departmental Fiscal Review: \_\_\_\_\_

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Development and Control Comments:

[Signature] 12/10/15  
AP 12/8/15 12/9/15 OFMB 12/10/15

[Signature] 12/11/15  
Contract Development and Control 12-11-15 B. H. H. H.

### B. Legal Sufficiency:

[Signature]  
Senior Assistant County Attorney

### C. Other Department Review:

[Signature]  
Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

**Background and Justification:** (continued from page 1) This is a wrongful death claim arising from an alleged failure to properly diagnose and timely transport a patient, Fiddie Mae Hollis, age 35, to the hospital on December 31, 2013.

Claimant contends that Fire Rescue did not perform a proper evaluation of Ms. Hollis to determine the seriousness of her medical condition. Plaintiff further contends that based upon the condition Ms. Hollis was in, Fire Rescue should have transported her to the hospital on the first EMS call. Plaintiff alleges that several family members urged Fire Rescue to transport Ms. Hollis to the hospital. The following day Fire Rescue was called out a second time. Fire Rescue initiated life saving measures and transported Ms. Hollis to the hospital, where she was pronounced dead. The Medical Examiner opined that Ms. Hollis died from influenza pneumonia.

Claimant initially demanded \$1.9 million at a pre-suit mediation. The parties have conditionally settled this claim for \$250,000.00, inclusive of attorney's fees and costs, which is within Palm Beach County's \$300,000.00 sovereign immunity cap. Settlement of this claim is in the County's best interest due to the potential significant exposure, substantial expert witness fees and litigation costs, as well as personnel time. Based upon the facts and circumstances of this case, it is recommended that the Board approve the Settlement Agreement, subject to the above referenced conditions.

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (hereinafter referred to as “**AGREEMENT**”) arises out of a negligence claim for the wrongful death of Fiddie Hollis (hereinafter referred to as the “**CLAIM**”), which occurred on or about December 31, 2013, in West Palm Beach, Palm Beach County, Florida (hereinafter referred to as the “**INCIDENT**”). Ethel Faye Hollis, as Personal Representative of the Estate of Fiddie Hollis, deceased, brought the **CLAIM** on behalf of the Estate of Fiddie Hollis, as well as on behalf of Fiddie Hollis’ five (5) surviving children, who are identified as Tangeria McKinney, surviving daughter, d.o.b. 12/15/92; Delexus Pryor, surviving daughter, d.o.b. 2/14/96; Jonathan Woodsen, surviving son, d.o.b. 8/4/94; A. D., surviving son, d.o.b. 4/16/99; and Shalecia Davis, surviving daughter, d.o.b. 10/13/97 (hereinafter referred to either by their individual names or cumulatively as “**FIRST PARTY**”). The **CLAIM** is brought against Palm Beach County (hereinafter referred to as “**SECOND PARTY**”). **FIRST PARTY** and **SECOND PARTY**, as more specifically set forth below, have agreed to settle the **CLAIM**.

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 July 8, 2015, **FIRST PARTY**, through their attorney, initiated the **CLAIM** by filing a Notice Of Intent To Initiate Litigation For Medical Malpractice for the wrongful death of Fiddie Hollis. **FIRST PARTY** alleges that Palm Beach County Fire Rescue negligently failed to properly assess Fiddie Hollis, as well as transport her to a hospital, during an EMS call on December 31, 2013. As a result of this **INCIDENT**, **FIRST PARTY** alleges that Fiddie Hollis died on January 1, 2014.

2. **FIRST PARTY** and **SECOND PARTY** have amicably resolved the **CLAIM**.

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

A. **FIRST PARTY** and **SECOND PARTY** agree to settle the **CLAIM** for \$250,000.00. The distribution of the proceeds between and among the five (5) surviving children shall be accomplished by **FIRST PARTY** after seeking and receiving approval of this **AGREEMENT** from the Circuit Court for surviving child A. D., d.o.b. 4/16/99.

B. Settlement of the **CLAIM** is further contingent on, and subject to, the following additional conditions:

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

ii. Approval of the **AGREEMENT** by the Circuit Court regarding surviving child A. D., d.o.b. 4/16/99. Should the Circuit Court not approve this **AGREEMENT**

regarding A. D. for any reason, then there is no **AGREEMENT** between the **FIRST PARTY** and the **SECOND PARTY**.

C. **FIRST PARTY** shall pay, satisfy, and/or resolve any and all claims, bills, liens, and claimed rights of reimbursement concerning, pertaining, and/or relating to the **INCIDENT** and the **CLAIM** out of the above settlement proceeds and shall defend, indemnify, and hold the **SECOND PARTY** harmless relating to any and all said claims, bills, liens, and claimed rights of reimbursement.

4. **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 **CLAIM**, 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 **CLAIM**.

5. **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 **INCIDENT** and **CLAIM**, or which should have or could have been raised, asserted, or resolved in the **CLAIM**.

6. 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 document executed by all parties.

7. **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.


8. Whenever and wherever the context of this **AGREEMENT** requires, any references to the singular shall be 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.

9. **FIRST PARTY** understands and agrees 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 **SECOND PARTY**, and that **SECOND PARTY** denies liability for the **INCIDENT** and **CLAIM** and merely intends to avoid further litigation and buy its peace.

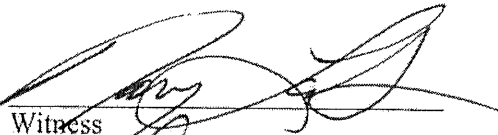
10. This release, executed by **FIRST PARTY**, is only intended to, and only does, release the **CLAIM** against **SECOND PARTY** as set forth above. This release is not intended to, and shall not, release any non party to this **AGREEMENT**.

IN WITNESS HEREOF:

**FIRST PARTY**

  
\_\_\_\_\_  
ETHEL FAYE HOLLIS,  
Personal Representative of the Estate  
Of Fiddie Hollis, Deceased, and on  
behalf of all surviving children

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

**SECOND PARTY**


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

**PALM BEACH COUNTY BOARD  
OF COUNTY COMMISSIONERS**

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

By: \_\_\_\_\_  
Mary Lou Berger, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

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

BUDGET AVAILABILITY STATEMENT  
RISK MANAGEMENT

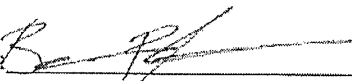
REQUEST DATE: 12/10/15 REQUESTED BY: County Attorney

REQUESTED FOR: ETHEL FAYE HOLLIS, as Personal Representative of the Estate of Fiddie Mac Hollis,  
Decedent Claimant, v. PALM BEACH COUNTY FIRE RESCUE, Respondent.

REQUESTED AMOUNT: \$250,000 AGENDA DATE: December 15, 2015

BUDGET ACCOUNT NUMBER:

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

BAS APPROVED BY:  DATE: 12/10/2015