

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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<b>Meeting Date:</b>	March 10, 2020	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
<b>Department:</b>	Palm Tran		
<b>Submitted By:</b>	County Attorney		

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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 \$70,000 in the personal injury action styled Maria Castellano-Lopez v. Palm Beach County, Case Number 502019CA004358XXXXMB(AF).

**Summary:** This is a personal injury lawsuit arising from a motor vehicle collision involving a Palm Tran bus and vehicle occupied by Plaintiff, Maria Castellano-Lopez. Plaintiff suffered shoulder, knee, and ankle injuries, and underwent ankle surgery. Countywide (RF)

**Background and Justification:** On May 10, 2016, a Palm Tran bus was northbound on Congress Avenue when it made a left turn on to Lillian Avenue into the path of a southbound vehicle that had a green light. That vehicle was occupied by the Plaintiff and collided with the bus. As a result of the impact, Plaintiff sustained contusions and shoulder pain from her seatbelt, as well as knee and bilateral ankle pain. An MRI of her left ankle revealed inflammation of an ankle-stabilizing tendon, splitting in the Achilles tendon, a partial tear of the ATF ligament, and a bone contusion of an ankle bone. After treating her left ankle conservatively for a year, Plaintiff underwent a nerve decompression and ankle stabilization surgery. Her medical bills exceeded \$180,000.

This full and final settlement is warranted based on the County's liability exposure and the magnitude of the injuries claimed. Therefore, it is recommended that the County approve the Settlement Agreement in the amount of \$70,000.

**Attachments:**

1. Settlement Agreement
2. Release of All Claims
3. Budget Availability Statement

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<b>Recommended By:</b>		2/19/2020
	County Attorney	Date

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<b>Approved By:</b>	N/A	Date
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## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs	70,000				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>70,000</b>				
# ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

Is Item included in current budget? Yes No

Does this Item include the use of federal funds? Yes No

**Budget Account No.:**

Fund: 5010                  Agency: 700                  Organization: 7130                  Object: 4511


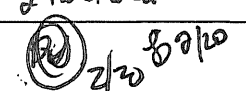
### B. Recommended Sources of Funds/Summary of Fiscal Impact:


### C. Departmental Fiscal Review:

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## III. REVIEW COMMENTS

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


  
OFMB  
2/20/2020  


  
Contract Dev. & Control  
2/20/2020 TW

### B. Legal Sufficiency

  
Assistant County Attorney

### C. Other Department Review

  
Department Director

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

**SETTLEMENT AGREEMENT**

**THIS AGREEMENT** made and entered into this 27<sup>th</sup> day of January 2020, by and between PALM BEACH COUNTY, (the "COUNTY"), a political subdivision of the State of Florida, and MARIA CASTELLANO-LOPEZ.

WHEREAS, MARIA CASTELLANO-LOPEZ sued the COUNTY in a lawsuit presently styled Maria Castellano-Lopez v. Palm Beach County, Case No. 502019CA004358XXXXMB, in the Circuit Court of Palm Beach County, Florida (the "Pending Lawsuit"), for damages arising from an alleged motor vehicle accident that occurred on or about May 10, 2016, near the intersection of Lillian Road and Congress Avenue South in Palm Beach County, Florida;

WHEREAS, the COUNTY has denied liability and raised several affirmative defenses in the Pending Lawsuit; and

WHEREAS, the parties hereto wish to amicably resolve the Pending Lawsuit 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:

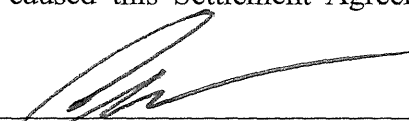
1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Within a reasonable time of full execution and receipt hereof of this Settlement Agreement, and subject to final Board approval, the COUNTY shall pay to MARIA CASTELLANO-LOPEZ the amount of SEVENTYTHOUSAND DOLLARS (\$70,000.00), by a check made payable to Maria Castellano-Lopez & Negroni Law Group LLC Trust Account, whose Tax I.D. No. is 20-5787922 .
3. Within ten (10) days of receipt of the COUNTY'S payment, Plaintiff's counsel shall execute and deliver to the Palm Beach County Attorney's Office (i) a Release of All Claims and (ii) the Stipulation and Final Order of Dismissal with Prejudice as to Palm Beach County, which, in turn, the Palm Beach County Attorney's Office will file with the court.
4. Plaintiff's counsel shall not disburse, and MARIA CASTELLANO-LOPEZ shall not accept, any proceeds from the settlement check described in Paragraph 2 unless and until the Release of All Claims has been delivered to the COUNTY and the Final Order of Dismissal with Prejudice has been filed in accordance with Paragraph 3 above.
5. MARIA CASTELLANO-LOPEZ acknowledges and agrees that she is responsible for the payment of any liens, including any/all outstanding medical bills, against this settlement and that the COUNTY shall not be responsible for any portion of said liens or medical bills. MARIA CASTELLANO-LOPEZ on behalf of herself and her officers, agents, employees, heirs, executors, administrators and assigns, further agrees to indemnify, defend, and hold the COUNTY, its officers, agents, elected officials, employees, heirs,

executors, administrators and assigns, harmless from and against all suits, actions, proceedings, claims, demands, and damages, including attorney's 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 any 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. MARIA CASTELLANO-LOPEZ 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 arising out of or relating to the aforementioned accident.
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.

  
\_\_\_\_\_  
Maria Castellano-Lopez  
Plaintiff

  
\_\_\_\_\_  
Clinton B. Forbes  
Executive Director of Palm Tran

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
Assistant County Attorney

ATTEST:  
Sharon R. Bock, Clerk & Comptroller

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

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

By: \_\_\_\_\_  
Mayor Dave Kerner

**RELEASE OF ALL CLAIMS**

**KNOW ALL MEN BY THESE PRESENTS:**

That the Undersigned, **MARIA CASTELLANO-LOPEZ**, (hereinafter referred to as the Undersigned), being of lawful age, for the sole consideration of **SEVENTY THOUSAND DOLLARS (\$70,000.00)**, to the Undersigned in hand paid, the receipt and sufficiency whereof is hereby acknowledged, does hereby and for her 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, including but not limited to Palm Tran Inc., (together, "the Releasees") 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 incident that occurred on or about **MAY 10, 2016**, near the intersection of Lillian Road and Congress Avenue South in Palm Beach County, Florida.

**FURTHERMORE**, the Undersigned agrees 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 agrees 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 agrees 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 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 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 declares and represents 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 declares and represents that no promise, inducement or agreement not herein 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 states that while she hereby releases 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

BUDGET AVAILABILITY STATEMENT  
RISK MANAGEMENT

REQUEST DATE: 2/18/2020

REQUESTED BY: County Attorney

REQUESTED FOR: Maria Castellano-Lopez v. Palm Beach County

REQUESTED AMOUNT: \$70,000

AGENDA DATE: March 10, 2020

BUDGET ACCOUNT NUMBER:

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

BAS APPROVED BY: 

DATE: 2/18/2020

Brian Palacios, Fiscal Manager