

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 11/16/2021 Consent Regular
 Ordinance Public Hearing

Department:

Submitted By: COUNTY ATTORNEY

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 \$75,000.00 in the personal injury action styled Gloria Marroquin, et al. vs. Palm Beach County, Case No. 502020CA005022XXXXMB AI.

Summary: This is a personal injury lawsuit arising from trip and fall accident on a Palm Beach County sidewalk in Jupiter that occurred on January 5, 2019. Plaintiff tripped and fell on an elevated portion of a sidewalk and sustained injuries to her wrist. Her husband also filed a loss of consortium claim. Countywide (AMC)

Background and Justification (or Policy Issues): On January 5, 2019, at approximately 8:00 a.m., Plaintiff, a medical doctor, slipped and fell over an elevated portion of the sidewalk on A1A across from Xanadu Place in Jupiter, Florida. As a result of the fall, she injured her left wrist. Plaintiff presented to Jupiter Medical Center and X-Rays of her left wrist revealed a comminuted fracture of the distal radius with associated angulation and displacement. On January 11, 2019, Plaintiff underwent surgery to the left wrist. Plaintiff had several follow-ups post-surgery and physical therapy. Medicals incurred to date total \$41,413.24. Her husband also filed a claim for loss of consortium. The settlement amount settles both claims.

Attachments:

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

Recommended By:  11-3-2021
Department Director Date

Approved By: N/A Date
County/Deputy/Asst. County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures					
Operating Costs	\$75,000.00				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$75,000.00				
# 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:

III. REVIEW COMMENTS

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

_____ OFMB

_____ Contract Dev. & Control

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 _____ day of _____ 2021, by and between PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, (hereinafter referred to as the “COUNTY”), a political subdivision of the State of Florida, GLORIA MARROQUIN (hereinafter referred to as “MARROQUIN”), and LOUP LANGTON (hereinafter referred to as “LANGTON”).

WHEREAS, MARROQUIN AND LANGTON sued the COUNTY in a lawsuit presently styled Gloria Marroquin and Loup Langton v. Palm Beach County Board of County Commissioners, Case No. 502020CA005022XXXXMB AI in the Circuit Court of Palm Beach County, Florida (hereinafter referred to as the “Pending Lawsuit”), for damages arising from an incident that occurred on or about January 5, 2019 at or near SR-A1A and Xanadu Place, Palm Beach County (hereinafter referred to as the “Accident”);

WHEREAS, the COUNTY has denied liability and raised several affirmative defenses to the Accident 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 thirty (30) days after the COUNTY receives a fully executed original of this Settlement Agreement and final administrative/Board of County Commissioners approval, the COUNTY shall pay to MARROQUIN and LANGTON the amount of **SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00)**, by a check made payable to Law Office of Maaz Quraishi, PA Trust Account f/b/o Gloria Marroquin and Loup Langton, Tax I.D 45-2671406.
3. Within ten (10) days of receipt of the COUNTY’S payment, Maaz Quraishi, Esq. shall execute and deliver to the Palm Beach County Attorney’s Office (i) a Release of All Claims in the form of the attached hereto as Exhibit A, and (ii) the Stipulation and Final Order of Dismissal with Prejudice, in the form of the attached hereto as Exhibit B, which, in turn, the Palm Beach County Attorney’s Office will file with the court.
4. Maaz Quraishi, Esq. shall not disburse, and MARROQUIN and LANGTON shall not accept, any proceeds from the settlement check described in Paragraph 2 above unless and until the Release of All Claims has been delivered to the COUNTY and the Final Order of Dismissal with Prejudice has been signed by the Circuit Court Judge assigned to the Pending Lawsuit.
5. MARROQUIN acknowledges and agrees that she is responsible for the payment of any and all medical bills and liens concerning, pertaining, or relating to the Accident and pending

lawsuit that the COUNTY shall not be responsible for any portion of said liens. MARROQUIN, on behalf of herself and her officers, agents, employees, heirs, executors, administrators and assigns, further agrees to indemnify, defend, and hold the COUNTY and its officers, commissioners, 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. Rather, the COUNTY expressly denies liability, and has entered into this Settlement Agreement in order to buy its peace.

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. MARROQUIN 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 that she may have against the COUNTY arising out of or relating to the Accident and Pending Lawsuit.

10. LANGTON 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 that he may have against the COUNTY arising out of or relating to the Accident and Pending Lawsuit.

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

12. 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.

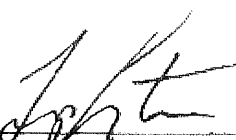
IN WITNESS WHEREOF, the parties have caused this Settlement Agreement to be executed as of the date first set forth above.



Gloria Marroquin

Steven Carrier

Steve Carrier, Assistant County Engineer
Palm Beach County Engineering and Public
Works



Loup Langton

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

ATTEST:
JOSEPH ABRUZZO, Clerk and Comptroller

By: _____

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

By: _____
Mayor, Board of County Commissioners

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigneds, Gloria Marroquin and Loup Langton, being both of lawful age, for the sole consideration of **SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00)**, to the undersigneds in hand paid, the receipt and sufficiency whereof is hereby acknowledged, do hereby for themselves and for their executors, administrators, successors and assigns, release, acquit (hereinafter "Releasors") and forever discharge **PALM BEACH COUNTY** (hereinafter "COUNTY"), and its officers, agents, employees, heirs, executors, administrators, successors and assigns (together "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 Releasors may now have or which may hereafter accrue or develop, 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, relating to or resulting from an alleged accident that occurred on or about January 5, 2019 in Palm Beach County, Florida.

FURTHERMORE, the Releasors agree that each party shall bear their own costs and attorney's fees, and the Releasors shall bear sole responsibility for any and all property damage, 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 release, or which may be incurred and payable in the future. The Releasors 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 Releasors agree to indemnify and save harmless the Releasees for any attorney's fees, costs and/or judgments which may be entered against the Releasees with respect to the collection of the medical bills.

FURTHERMORE, the undersigned Plaintiff, Gloria Marroquin, agrees to hold harmless and indemnify the Defendant for any pre-settlement Medicare conditional payments and/or reimbursements demanded or required by the Medicare Secondary Payer Recovery Contractor (MSPRC), CMS, collection agencies, or any other governmental entity, currently known, discovered, or demanded in the future.

FURTHERMORE, the Releasors 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 therefore and merely intend to avoid further litigation and buy their peace.

FURTHERMORE, the Releasors hereby declare and represent that any injuries sustained may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release the Releasors understand and agree that they relied wholly upon their 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.

FURTHERMORE, the Releasors 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 Releasors 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 RELEASORS hereby declare that they 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 injuries and damages 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 UNDERSIGNEDS hereby accept the tendered settlement draft as final payment of the consideration set forth above.

IN WITNESS HEREOF, I, Gloria Marroquin, have hereunto set my hand and seal this 26th day of October 2021.

IN THE PRESENCE OF:

[Signature]
WITNESS SIGNATURE

[Signature]
GLORIA MARROQUIN

Camila Meneses Caruso
(PRINT WITNESS' NAME)

[Signature]
WITNESS SIGNATURE

Randan Vasquez
(PRINT WITNESS' NAME)

STATE OF Florida)
) ss.
COUNTY OF Palm Beach)

The foregoing two-page Release of All Claims was acknowledged before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, this 24th day of October 2021, by _____ (in person) or virtually (circle on) who:

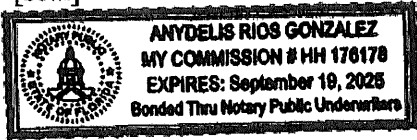
is personally known to me; OR
 has produced _____, as identification;

and who

did take an oath; OR
 did not take an oath.

and who executed the within Release of All Claims, and who acknowledged the within Release of All Claims to be freely and voluntarily executed for the purposes therein recited.

[seal]



Anydelis Rios Gonzalez

HH 176178

Notary Public in and for
Florida County, Palm Beach

My commission expires: 9/19/25

IN WITNESS HEREOF, I, Loup Langton, have hereunto set my hand and seal this 21st
day of October 2021.

IN THE PRESENCE OF:

[Signature]
WITNESS SIGNATURE

[Signature]
LOUP LANGTON

Camila Meneses Caruso
(PRINT WITNESS' NAME)

[Signature]
WITNESS SIGNATURE

Randon Vasquez
(PRINT WITNESS' NAME)

STATE OF Florida)
COUNTY OF Palm Beach) ss.

The foregoing two-page Release of All Claims was acknowledged before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, this 21st day of October 2021, by _____ in person or virtually (circle on) who:

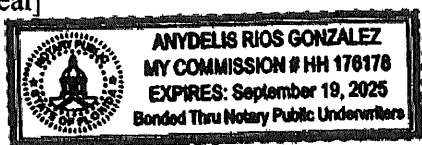
is personally known to me; OR
 has produced _____, as identification;

and who

did take an oath; OR
 did not take an oath.

and who executed the within Release of All Claims, and who acknowledged the within Release of All Claims to be freely and voluntarily executed for the purposes therein recited.

[seal]



Anydelis Rios Gonzalez
HH176176
Notary Public in and for
Florida County, Palm Beach
My commission expires: 9/19/25

STATEMENT OF ATTORNEY FOR RELEASORS

I, **Maaz Quraishi, Esq.** state that I am the attorney for Plaintiffs, **Gloria Marroquin and Loup Langton** (hereinafter, "Plaintiffs"), the above-signed Releasor; that I have explained to Plaintiffs all the terms of this Release and the Settlement Agreement upon which it is based; and that Plaintiffs have represented to me that they understand all the terms and their significance. Plaintiffs have signed this Release knowingly, voluntarily and on my advice.

DATED this 26th day of October 2021.



Maaz Quraishi, Esquire
Florida Bar No.: 30917
1401 Forum Way, Suite 101
West Palm Beach, Florida 33401

BUDGET AVAILABILITY STATEMENT
RISK MANAGEMENT

REQUEST DATE: 11/2/2021

REQUESTED BY: County Attorney


REQUESTED FOR: Gloria Marroquin and Loup Langton vs. Palm Beach County Board of County Commissioners

REQUESTED AMOUNT: \$75,000

AGENDA DATE: November 16, 2021

BUDGET ACCOUNT NUMBER:

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

BAS APPROVED BY: 
Brian Palacios, Fiscal Manager

DATE: 11/2/2021