

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: March 8, 2022

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 \$60,000 in the personal injury action styled Theresa Hunter vs. Palm Beach County, Case No. 502020CA007314XXXMB AF.

**Summary:** This is a personal injury lawsuit arising from a motor vehicle accident in Boynton Beach. Plaintiff’s vehicle was struck by a Palm Beach County Fire Rescue ladder truck. Plaintiff suffered hip, back, neck, and shoulder injuries following the incident and underwent medical treatment including injections and spinal surgery. Countywide (JM)


**Background and Justification (or Policy Issues):** On December 3, 2018, Plaintiff, Theresa Hunter, a 59-year old female, was transporting her client in a mid-size SUV to a doctor’s appointment at Boynton Beach Medical Plaza located in western Boynton Beach near the Florida Turnpike. At or about the same time, Palm Beach County Fire Rescue ladder truck 47 was responding to a call of people trapped in an elevator at a nearby office building. While making a right turn within the parking lot, ladder truck 47 struck Plaintiff’s stopped vehicle. The sirens of ladder truck 47 were not on at the time of the incident. Plaintiff sustained multiple injuries including contusions to her left hip, a partially torn rotator cuff in her left shoulder, and bulging discs in her cervical and lumbar spine. Following the incident, Plaintiff sought medical treatment for her injuries. During her post-accident medical treatment, Plaintiff underwent several steroid injections in her spine and spinal discectomy surgery. Due to her injuries, injections, and surgery, Plaintiff incurred medical bills totaling \$127,929. Plaintiff continues to experience pain and limitations in her activities of daily living and work.

This full and final settlement is warranted based on the County’s liability exposure and the injuries sustained by the Plaintiff. Therefore, it is recommended that the County approve the Settlement Agreement in the amount of \$60,000.00.

**Attachments:**

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

Recommended By:



Department Director

2/14/2022

Date

Approved By:

N/A

County/Deputy/Asst. County Administrator

Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures					
Operating Costs	60,000.00				
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	60,000.00				
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

Is Item Included in Current Budget?                      Yes X      No

Does this item include the use of federal funds? Yes                      No X

**Budget Account No:**

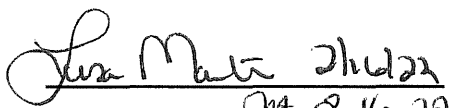
Fund 5010      Agency 700      Organization 7130      Object 4511

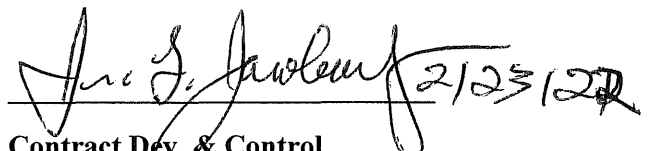
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

**C. Departmental Fiscal Review:**

**III. REVIEW COMMENTS:**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

  
 OFMB      JA 2/16/22  
                  MG 2/16/22

  
 Contract Dev. & Control  
 2-23-22 RJ

**B. Legal Sufficiency**

  
 Assistant County Attorney

**C. Other Department Review**

\_\_\_\_\_  
 Department Director

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

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**SETTLEMENT AGREEMENT**

**THIS AGREEMENT** made and entered into this 4<sup>th</sup> day of February 2022, by and between PALM BEACH COUNTY (hereinafter referred to as the "COUNTY"), a political subdivision of the State of Florida, and THERESA HUNTER (hereinafter referred to as "HUNTER").

WHEREAS, HUNTER sued the COUNTY in a lawsuit presently styled Theresa Hunter v. Palm Beach County, Case No. 502020CA007314XXXXMB AF in the Circuit Court of Palm Beach County, Florida (hereinafter referred to as "Pending Lawsuit"), for damages arising from an incident that occurred on or about December 3, 2018, at or near Boynton Beach Medical Plaza in Boynton Beach, Florida (hereinafter referred to as "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 subject to final administrative/Board of County Commissioners approval, the COUNTY shall pay to HUNTER the amount of SIXTY THOUSAND DOLLARS (\$60,000.00), by a check made payable to Brotman Nusbaum Ibrahim, P.L.L.C Trust Account, Tax I.D 81-4763712.
3. Within ten (10) days of receipt of the COUNTY'S payment, Jeff Adelman, Esq. shall deliver to the Palm Beach County Attorney's Office (i) an executed Release of All Claims in the form of the attached hereto as Exhibit A, and (ii) the executed 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. Jeff Adelman, Esq. shall not disburse, and HUNTER 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. HUNTER 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. HUNTER, 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. HUNTER 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.

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

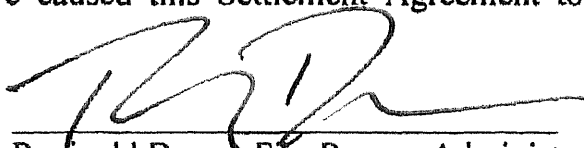
11. The parties represent that no claim that has been, or could have been, raised in the Pending Lawsuit, and no claim to which this Settlement Agreement applies, has been assigned or otherwise transferred to any other person or entity not a party hereto.

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

Signed by:



Theresa Hunter  
Plaintiff



Reginald Duren, Fire Rescue Administrator  
Palm Beach County Fire Rescue

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
Assistant County Attorney

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

By: \_\_\_\_\_  
Mayor, Board of County Commissioners

ATTEST:  
JOSEPH ABRUZZO, Clerk and Comptroller

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

## RELEASE OF ALL CLAIMS

### **KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, **THERESA HUNTER**, being of lawful age, for the sole consideration of **SIXTY THOUSAND AND XX/100 DOLLARS (\$60,000.00)**, 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 "COUNTY"), and their 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 undersigned 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 December 3, 2018, at or near the parking lot of Boynton Beach Medical Plaza 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 release, 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 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, Theresa Hunter, 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 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 therefore and merely intend to avoid further litigation and buy their peace.

**FURTHERMORE**, the undersigned hereby declares and represents that any injuries sustained 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.

**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 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 declares that the undersigned has 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 undersigned has had the benefit of an attorney with respect to the review and execution of this Release of All Claims and is executing this release on her own free will and accord.

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

IN WITNESS HEREOF, I, Theresa Hunter, have hereunto set my hand and seal this 2/3/2022 | 1:17:39 PM PST day of 2022.

IN THE PRESENCE OF:

WITNESS SIGNATURE

(PRINT WITNESS' NAME)

DocuSigned by: Theresa Hunter 9686E7182AA8416... THERESA HUNTER

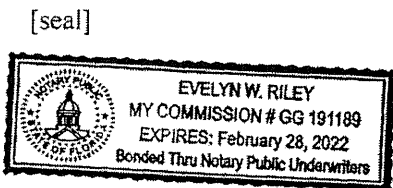
STATE OF Florida ) COUNTY OF Palm Beach ) ss.

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 3rd day of February 2022, by Theresa Hunter, in person / or virtually (circle on) who:

[X] is personally known to me; OR [ ] has produced \_\_\_\_\_, as identification;

and who [X] 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.



Evelyn W. Riley Notary Public in and for Palm Beach County, FL.

My commission expires: 2/28/22



BUDGET AVAILABILITY STATEMENT  
RISK MANAGEMENT

REQUEST DATE: 02/08/2022

REQUESTED BY: County Attorney

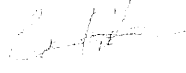
REQUESTED FOR: Theresa Hunter vs. Palm Beach County Board of County Commissioners

REQUESTED AMOUNT: \$60,000

AGENDA DATE: March 8, 2022

BUDGET ACCOUNT NUMBER:

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

BAS APPROVED BY:   
Brian Palacios, Fiscal Manager

DATE: 2/8/2022