

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: March 22, 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 \$75,000.00 in the personal injury action styled Irene M. Zambrano v. Palm Beach County, Case No. 502021CA001904XXXXMB AB.

**Summary:** This is a personal injury lawsuit arising from a motor vehicle accident in Lake Worth. While at a stop light, Plaintiff's vehicle was struck from behind by a Palm Beach County Fire Rescue ambulance. Following the accident, Plaintiff complained of headaches and suffered neck and back injuries. As a result, Plaintiff underwent medical treatment, including injections, and was recommended for spinal surgery. Countywide (TSB)

**Background and Justification (or Policy Issues):** On June 10, 2017, then-45-year-old Plaintiff, Irene Zambrano, was driving a 2017 Toyota Camry south on Dixie Highway, approaching the intersection with Lucerne Avenue. At or about the same time, Palm Beach County Fire Rescue's R37 was heading south on Dixie Highway while transporting a patient to JFK Medical Center in Atlantis. Both vehicles stopped due to a red light at the intersection. Once the light turned green, Plaintiff's vehicle remained stopped at the intersection while R37 proceeded and struck Plaintiff's stopped vehicle.

Plaintiff sustained multiple injuries, including several herniated discs and nerve damage. Following the accident, Plaintiff sought medical treatment for her injuries. Plaintiff underwent more than ten steroid injections in her spine and was recommended for a lumbar fusion surgery. To date, Plaintiff has incurred medical bills totaling \$125,432.00. The cost of the recommended lumbar fusion surgery is estimated to be between \$70,000.00 and \$90,000.00, exclusive of post-operative care expenses.

This full and final settlement is warranted based on the County's liability exposure and the injuries sustained by Plaintiff. Therefore, it is recommended that the County approve the Settlement Agreement in the amount of \$75,000.00.

**Attachments:**

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

Recommended By:  \_\_\_\_\_  
Department Director Date

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



**SETTLEMENT AGREEMENT**

**THIS AGREEMENT** made and entered into this 21<sup>st</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 IRENE M. ZAMBRANO (hereinafter referred to as "ZAMBRANO").

WHEREAS, ZAMBRANO sued the COUNTY in a lawsuit presently styled IRENE M. ZAMBRANO v. PALM BEACH COUNTY, Case No. 502021CA001904XXXXMB AB, in the Circuit Court of Palm Beach County, Florida (hereinafter referred to as "Pending Lawsuit"), for damages arising from a motor vehicle accident that occurred on or about June 10, 2017 at or near the intersection of Dixie Highway and Lucerne Avenue in West Palm Beach (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 the Release of All Claims, attached hereto as **Exhibit A**, and subject to final administrative approval, the COUNTY shall pay to ZAMBRANO the amount of **SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$75,000.00)**, by a check made payable to Bernstein Polsky Trust Account f/b/o Irene Zambrano; Tax ID 81-5320158.
3. Within ten (10) days of receipt of the COUNTY's payment, Joshua E. Polsky, Esq. and ZAMBRANO shall execute and deliver to the Palm Beach County Attorney's Office the Stipulation for 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. Joshua E. Polsky, Esq. shall not disburse, and ZAMBRANO 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 Stipulation for Final Order of Dismissal with Prejudice has been filed with the Court in the Pending Lawsuit.
5. ZAMBRANO 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 and that the COUNTY shall not be responsible for any portion of said bills or liens. ZAMBRANO, on behalf of herself and any of 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 any such bills, liens, or claims of lien related to the Accident and/or Pending Lawsuit.

6. Each party shall bear its own 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.

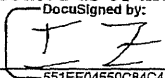
8. In any litigation brought to enforce the terms or remedy a violation of this Settlement Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees in addition to any other recovery.

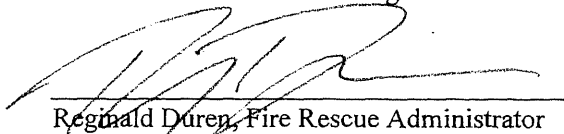
9. ZAMBRANO declares and acknowledges that the terms of this Settlement Agreement have been completely read, fully understood, discussed with counsel, and voluntarily accepted as a full and final compromise of any and all claims that she may have against the COUNTY arising out of or relating to the Accident and Pending Lawsuit.

10. 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.

DocuSigned by:  
  
651EEB4650C84C4  
Irene M. Zambrano  
Plaintiff

  
Reginald Duren, Fire Rescue Administrator  
Palm Beach County Fire Rescue

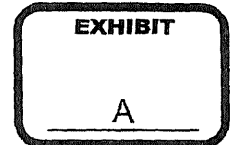
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

By:   
Assistant County Attorney

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, **IRENE M. ZAMBRANO**, being of lawful age and for the sole consideration of **SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$75,000.00)** to the undersigned in hand paid, the receipt and sufficiency whereof is hereby acknowledged, does hereby and for his executors, administrators, successors, and assigns, release, acquit and forever discharge **PALM BEACH COUNTY** (hereinafter "COUNTY"), and their officers, agents, employees, commissioners, 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 **June 10, 2017** in Palm Beach County, Florida.

**FURTHERMORE**, the undersigned agrees that each party shall bear its own costs and attorney's fees, and the undersigned 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.

**FURTHERMORE**, the undersigned agrees to fully satisfy 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 related to the Pending Lawsuit and the incident on or about June 10, 2017, 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 WHEREOF, I, IRENE M. ZAMBRANO, have hereunto set my hand and seal this 21<sup>st</sup> day of February, 2022.

IN THE PRESENCE OF:

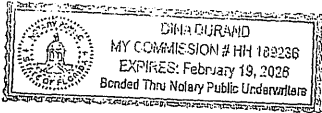
[Handwritten Signature]  
WITNESS SIGNATURE  
Kelly Mahoney  
(PRINT WITNESS' NAME)

DocuSigned by:  
[Handwritten Signature]  
551EE04590684G4...  
IRENE M. ZAMBRANO

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing document was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 21<sup>st</sup> day of February, 2022, by Irene M. Zambrano who is personally known to me or has produced FL DL as identification.

[seal]



[Handwritten Signature]  
Notary Public  
My commission expires:

BUDGET AVAILABILITY STATEMENT  
RISK MANAGEMENT

REQUEST DATE: 3/2/2022

REQUESTED BY: County Attorney


REQUESTED FOR: Irene M. Zambrano v. Palm Beach County Board of County Commissioners

REQUESTED AMOUNT: \$75,000

AGENDA DATE: March 22, 2022

BUDGET ACCOUNT NUMBER:

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

BAS APPROVED BY:   
Brian Palacios, Fiscal Manager

DATE: 3/2/2022