

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 20, 2022

Consent

Regular

Ordinance

Public Hearing

Department: Fire Rescue

Submitted By: County Attorney's Office

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 \$100,000.00 in the personal injury action styled Tailene Valero Cordova v. Palm Beach County Board of County Commissioners, Case No. 502021CA001729XXXMB-AO.

Summary: This is a personal injury lawsuit arising from a rear-end collision in which Plaintiff Tailene Valero Cordova's vehicle was rear-ended by a Fire Rescue truck on August 4, 2020, while waiting to turn left from Southern Boulevard onto State Road 7. Following the accident, Plaintiff was diagnosed with a herniated C5-6 disc with extrusion. On October 8, 2020, she underwent surgery for a discectomy and disc replacement, and in April 2022 she received trigger-point injections for complaints of pain. She is undergoing monthly chiropractic physical therapy. Countywide (SW)

Background and Justification: On August 4, 2020, Plaintiff was a front passenger in her husband's Toyota Tacoma and was waiting at a red light to turn left from Southern Boulevard onto State Road 7 when the Tacoma was rear-ended by a Fire Rescue truck. The Fire Rescue driver stated that his foot accidentally slipped from the brake pedal to the accelerator.

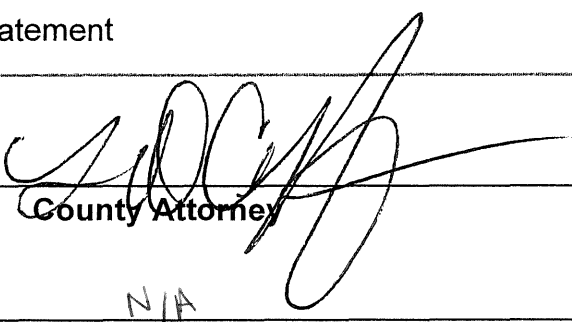
On September 2, 2020, Plaintiff was diagnosed with a C5-6 herniated disc with extrusion by radiologist Dr. Brian J. Young through an MRI. She first received chiropractic physical therapy from Dr. Anthony Caruso beginning on August 5, 2020, then on October 8, 2020, neurological and spine surgeon Dr. Rishi Sheth performed a discectomy and disc replacement. In April 2022, Dr. Sheth provided her with trigger-point injections for complaints of pain. She is undergoing monthly chiropractic physical therapy, Her total medical costs are \$145,804.81. Of that, \$100,434 was for the surgery.

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 \$100,000.00.

Attachments:

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

Recommended By: _____



County Attorney

9/13/2022
Date

Approved By: _____

N/A

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	\$100,000				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$100,000				
# 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

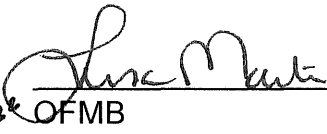
B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

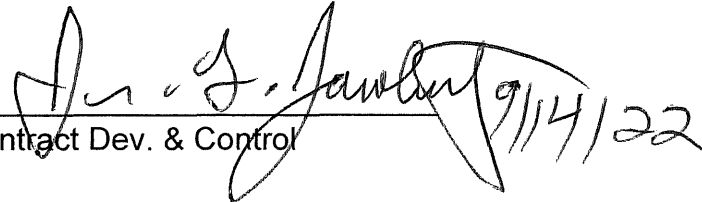
A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Fabulous! 2/19/22 9/15/22




 OFMB

 9/13/22
 9/13 9/13



 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)

TAILENE VALERO CORDOVA,
Plaintiff,

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT, IN AND FOR PALM
BEACH COUNTY, FLORIDA

vs.
PALM BEACH COUNTY,
Defendant.

CASE NO.: 50-2021-CA-001729-XXXX-MB-
AO

SETTLEMENT AGREEMENT

The Parties mediated this case before **Daniel Methe**, on 8/25/2022 and reached agreement under the following terms which the parties agree are binding and enforceable:

- 1) The Defendant will pay the sum of \$100,000.00 payable to plaintiff and plaintiffs counsel’s trust account (**Plaintiff counsel’s FEIN #65-1212745**) in exchange for a complete release of all claims arising out of this action, including any consortium claim, satisfaction of all related medical (including but not limited to Medicare, Medicaid and all other health insurance), attorney charging and other liens. Upon receipt of payment, plaintiff counsel shall file a dismissal with prejudice/stipulation for dismissal.
- 2) Parties shall bear their own costs and fees unless stated otherwise below; electronic signatures shall have the same force and effect as original signatures; the mediator is scrivener only. The undersigned parties confirm and agree that the mediator is a neutral intermediary who has not served as legal counsel in this matter. Each party executing this Settlement Agreement should have it independently reviewed by his, her or its own counsel before signing.
- 3) Plaintiff authorizes and plaintiff counsel agrees to hold all settlement funds in trust until fully executed closing documents have been returned to defense counsel or the carrier. Payor shall tender closing documents to plaintiff’s counsel within five days from the date of this agreement and shall have 30 days from receipt of the executed release to tender payment.
- 4) This settlement is contingent on the approval of the Board of Commissioners of Palm Beach County.

Tailene Valero Cordova

David Lores

Plaintiff- TAILENE VALERO CORDOVA

Plaintiff Counsel- David M. Lores, Esquire

Elizabeth Plaska

Shane Weaver

For Defendant -PALM BEACH COUNTY

Defense Counsel- Shane Weaver, Esquire

Matrix Mediation, LLC (561) 340-3500

Palm Beach County: 1655 Palm Beach Lakes Boulevard, Suite 700, The Forum, West Palm Beach, Florida 33401

Broward County: 600 West Hillsboro Boulevard, Suite 104, Deerfield Beach, Florida 33441

RELEASE OF ALL CLAIMS

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, **TAILENE VALERO CORDOVA**, being of lawful age and for the sole consideration of **ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00)** 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, 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 **August 4, 2020** in Palm Beach County, Florida. The accident is also the subject of Fifteenth Judicial Circuit Case No. 50-2021-CA-001729-MB.

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. The undersigned further agrees to indemnify, save, and hold 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 claims, 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 with respect to the collection of such claims.

FURTHERMORE, the undersigned agrees to hold harmless and indemnify the COUNTY 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 he 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 hereby accepts the tendered settlement draft as final payment of the consideration set forth above.

IN WITNESS HEREOF, I, **TAILENE VALERO CORDOVA**, have hereunto set my hand and seal this 4th day of September 2022.

IN THE PRESENCE OF:

Amanda Dahl
WITNESS SIGNATURE

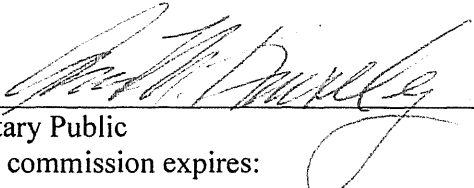
Amanda Dahl
(PRINT WITNESS' NAME)

[Signature]
TAILENE VALERO CORDOVA

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing document was acknowledged before me by means of physical presence or
 online notarization, this 24th day of September, 2022, by
Tailene Valero Cantova who is personally known to me or has produced
_____ as identification.

[seal]



Notary Public
My commission expires:




ANASTASIA M. KNISELEY
Commission # GG 300246
Expires February 23, 2023
Bonded Thru Budget Notary Services

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STATEMENT OF ATTORNEY FOR RELEASOR

I, **David Lores, Esq.**, state that I am the attorney for Plaintiff, **TAILENE VALERO CORDOVA** (hereinafter, "Plaintiff"), the above-signed Releasor; that I have explained to Plaintiff all the terms of this Release and the Settlement Agreement upon which it is based; and that Plaintiff has represented to me that she understands all the terms and their significance. Plaintiff has signed this Release knowingly, voluntarily and on my advice.

DATED this 14th day of September 2022.



David M. Lores, Esquire
Florida Bar No.: 0309930
Keller, Keller, Caracuzzo, Cox &
Bellucio
Counsel for Plaintiff
224 Datura Street, Suite 1205
West Palm Beach, Florida 33401

Irwin Jacobowitz

From: Irwin Jacobowitz
Sent: Tuesday, September 13, 2022 3:14 PM
To: Shane Weaver
Cc: Jessica Borum
Subject: BCC Regular Agenda Item September 20, 2022 Cordova Settlement

Shane,

Contract Development & Control is reviewing the referenced Agenda Item.

Please note our following observation:

The Release of All Claims is not properly notarized per Florida Statutes, as it is impossible to determine whether the Notary personally knew Ms. Cordova or did she have to furnish a form of ID.

Please advise.

Thank you!

Irwin

Irwin L. Jacobowitz, J.D.
Director
Contract Development & Control
Office of Financial Management & Budget
301 N. Olive Avenue, 7th Floor
West Palm Beach, FL 33401
Phone: 561-355-4151
Email: ijacobow@pbcgov.org

**BUDGET AVAILABILITY STATEMENT
RISK MANAGEMENT**

REQUEST DATE: 9/9/2022

REQUESTED BY: County Attorney

REQUESTED FOR: TAILENE VALERO CORDOVA v. Palm Beach County Board of County Commissioners

REQUESTED AMOUNT: \$100,000

AGENDA DATE: September 20, 2022

BUDGET ACCOUNT NUMBER:

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

BAS APPROVED BY: _____



DATE: 9/9/2022

Brian Palacios, Fiscal Manager