

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 9, 2024 [X] Consent [] Regular
[] Ordinance [] Public Hearing
Department: PALM TRAN
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 \$135,000.00 in the personal injury action styled Patricia Chait v. Palm Beach County, Case No. 502022CA006736XXXXMBAF.

Summary: This is a personal injury lawsuit arising from a Palm Tran bus accident with a bicyclist that occurred on December 7, 2021 on East Blue Heron Blvd. and Lake Drive in West Palm Beach. The then-63-year-old Plaintiff, Patricia Chait, was travelling on her electric bicycle in the bike lane, when the Palm Tran Bus veered into the bike lane and hit Ms. Chait. This accident resulted in personal injuries to Ms. Chait and medical bills of approximately \$182,799.40. Palm Beach County has entered into an agreement to settle the lawsuit with Ms. Chait in the amount of \$135,000, inclusive of attorney's fees and costs, pending approval by the Palm Beach County Board of County Commissioners. Countywide (KGB).

Background and Justification: On December 7, 2021, a Palm Tran bus struck Ms. Chait while she was travelling in the designated bicycle lane on her electric bicycle. This accident occurred on East Blue Heron Blvd. and Lake Drive. The accident was captured on Palm Tran’s Bus video monitoring system.

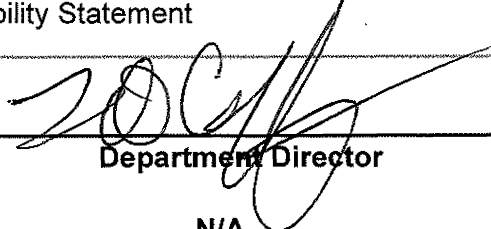
Plaintiff was transported to Palm Beach Gardens Medical Center from the accident scene, and her bicycle was broken in half. Plaintiff sustained an aggravation to pre-existing neck, middle back, and lower back injuries as a result of the subject accident.

Plaintiff had numerous chiropractic visits, pain management visits, a neurological visit, and several psychological visits during the course of treatment. Plaintiff underwent numerous injections to her cervical spine, lumbar spine, SI joints, and two lumbar rhizotomies. Plaintiff’s treating physician has recommended cervical surgery and Plaintiff will requires future medical care.

This full and final settlement is warranted based on the County’s exposure for liability and damages from this accident. Therefore, it is recommended that the County approve the Settlement Agreement in the amount of \$135,000.00.

Attachments:

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

Recommended By:  _____
Department Director Date
Approved By: N/A _____
County Administrator Date

SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 4th day of March, 2024, by and between PALM BEACH COUNTY (the "COUNTY"), a political subdivision of the State of Florida, and PATRICIA CHAIT .

WHEREAS, PATRICIA CHAIT sued the COUNTY in a lawsuit presently styled Patricia Chait v. Palm Beach County, Case No. 502022CA006736XXXMB AF, in the Circuit Court of Palm Beach County, Florida (the "Pending Lawsuit"), for damages arising from a motor vehicle accident that occurred on December 7, 2021 in Palm Beach County, Florida (the "Accident");

WHEREAS, the COUNTY has denied liability, causation, and damages, and has 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, but no later than thirty (30) days, Neal Lichtblau, Esq., shall have executed and delivered to the Palm Beach County Attorney's Office the: 1) Settlement Agreement, 2) Release of All Claims, and 3) the Stipulation and Final Order of Dismissal with Prejudice.
3. Within a reasonable time after full execution and receipt of the documents listed in Paragraph 2, and subject to final administrative approval, the COUNTY shall pay to PATRICIA CHAIT the amount of **ONE HUNDRED, THIRTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$135,000.00)**, by a check made payable to Lichtblau & Goldenberg, PA Trust Account ; Tax ID: 65-0341583.
f/b/o Patricia Chait
4. Neal Lichtblau, Esq., shall not disburse, and PATRICIA CHAIT shall not accept, any proceeds from the settlement check described in Paragraph 3 unless and until the Settlement Agreement and Release of All Claims have been delivered to the COUNTY and the Stipulation and Final Order of Dismissal with Prejudice has been filed.
5. PATRICIA CHAIT acknowledges and agrees that she is responsible for, and will resolve, the payment of any and all bills and liens relating to the Accident and Pending Lawsuit, and that the COUNTY shall not be responsible for any portion of said bills and liens.
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 Parties expressly deny liability, and have entered into this Settlement Agreement

in order to buy their peace.

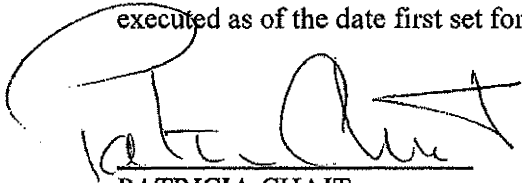
8. In any litigation brought to enforce the terms or remedy a violation of this Settlement Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees in addition to any other recovery.

9. PATRICIA CHAIT 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 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.



PATRICIA CHAIT
Plaintiff

Scott Marting

SCOTT MARTING
Director, Risk Management

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Karen G. Brown
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, **PATRICIA CHAIT**, being of lawful age and for the sole consideration of **ONE HUNDRED THIRTY – FIVE THOUSAND DOLLARS, AND ZERO CENTS (\$135,000.00)** in Case No. **2022CA006736XXXMB-AF** to the undersigned in hand paid, the receipt and sufficiency whereof is hereby acknowledged, does hereby for herself and for her agents, executors, administrators, successors, and assigns, release, acquit and forever discharge **PALM BEACH COUNTY** (hereinafter the “**COUNTY**”), and its 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 a bicycle vs. motor vehicle accident that occurred on or about **December 7, 2021** 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 resolve, indemnify, and hold harmless the Releasees 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 by **PATRICIA CHAIT** 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 related to the Pending Lawsuit and the accident on December 7, 2021, 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 reserves 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 accident. 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, Patricia Chait, have hereunto set my hand and seal this _____

4th day of March 2024

IN THE PRESENCE OF:

[Signature]
WITNESS SIGNATURE

[Signature]
Patricia Chait

Johanna Arguros
(PRINT WITNESSES' NAME)

STATE OF Florida)
COUNTY OF Palm Beach)

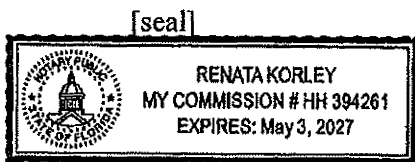
The foregoing Release of All Claims was acknowledged before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, this 4th day of March 2024, by Patricia Chait in person or virtually (circle one) who:

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



[Signature]
Notary Public
My commission expires:

BUDGET AVAILABILITY STATEMENT
RISK MANAGEMENT

REQUEST DATE: 3/6/2024

REQUESTED BY: County Attorney

REQUESTED FOR: Patricia Chait v. Palm Beach County Board of County Commissioners

REQUESTED AMOUNT: \$135,000

AGENDA DATE: April 2, 2024

BUDGET ACCOUNT NUMBER:

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

BAS APPROVED BY: 
Brian Palacios, Finance Director

DATE: 3/6/2024