PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 10, 2026

☒ **Consent** ☐ **Regular**
☐ **Workshop** ☐ **Public Hearing**

Department: Office of Financial Management and Budget

Submitted By: County Attorney's Office

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: the Settlement Agreement and Release in the case styled B. & B. Properties, Inc. v. Palm Beach County, Florida, 50-2019-CA-008660-XXXX-MB AI in the amount of $275,000.

Summary: Plaintiff, B. & B. Properties, Inc., brought a class action lawsuit on behalf of property owners in Palm Beach County who had a lien recorded against their properties for unpaid code enforcement fines. Plaintiff brought claims under Florida and federal law, challenging the charging of interest and collection agency fees in connection with code enforcement fines and liens. Plaintiff prevailed and a final judgment was entered in July 2025. Plaintiff was represented by two groups of attorneys during the litigation and is entitled to reasonable attorney's fees. One group of attorneys from July 2019 to December 2020, and the other from December 2020 until the conclusion of the case in 2025. The County was represented by Outside Counsel. In August 2025, the Board of County Commissioners (BCC), approved the mediated settlement agreement for the second group. Regarding the first group of attorneys who brought the case and handled it from July 2019 to December 2020, the parties have negotiated the settlement agreement being presented to the Board for approval in the amount of $275,000. Countywide (SCF)

Background and Justification: Plaintiff, B. & B. Properties, Inc., brought this action on behalf of itself and a class of all other similarly situated property owners. Plaintiff is a property owner in Palm Beach County who had a lien recorded against its properties for unpaid code enforcement fines. Plaintiff brought claims under Florida and federal law, challenging the charging of interest and collection agency fees in connection with code enforcement fines and liens. A class was certified and the certification was upheld on appeal.

(Continued on page 3)

Attachments:
1. Budget Availability Statement
2. Settlement Agreement and Release

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Recommended by: _____ 10.13.2026
County Attorney **Date**

Approved by: N/A
County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures					
Operating Costs	$275,000				
External Revenues					
Program Income (County)					
In-Kind Match(County					
NET FISCAL IMPACT	$275,000				
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

Is item included in Current Budget? Yes ☒ No ☐
Is this item using Federal Funds? Yes ☐ No ☒
Is this item using State Funds? Yes ☐ No ☒

Budget Account No.: Fund **0001** Department **760** Unit **7601** Object **4905**

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

Total expenses include $275,000 in attorney's fees and costs for the Plaintiffs.

C. Departmental Fiscal Review:

_____

III. REVIEW COMMENTS

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

10/14/2026
OFMB JA KB EW 10.13.26

10/14/26
Contract Dev. and Control

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

N/A
Department Director

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

(Background and Justification Continued)

The Court entered a final judgment in favor of the Plaintiff on all claims, including federal claims brought under 42 U.S.C. § 1983. In the final judgment, the Court declared that the County violated Florida Statutes, Chapter 162 and Article 10 of the Palm Beach County Unified Land Development Code (ULDC) by its custom, policy and practice of charging and collecting from code violators interest and collection agency fees absent filing a foreclosure lawsuit of its code enforcement liens, and that the County's custom, policy and practice in connection with charging and collecting interest and collection agency fees from code violators absent filing a foreclosure lawsuit on its code enforcement liens violated the Excessive Fines clause of the Eighth Amendment and the Procedural Due Process clause of the 14th Amendment to the United States Constitution. The Court also awarded the class $490,201.38, representing the total amount of interest and/or collection agency fees paid by members of the class plus prejudgment interest from the date of the payment. Finally, the Court enjoined the County from charging and collecting from code enforcement violators interest and collection fees absent the filing of a foreclosure lawsuit of its code enforcement liens.

Because of the federal claims, Plaintiff is entitled to reasonable attorney's fees as part of its costs. The parties negotiated, and the Board previously approved, a Mediated Settlement Agreement as to the second group of attorneys who handled this case from December 2020 to its conclusion, for $1,500,000. Part of the Mediated Settlement Agreement was that the County waived its rights to appeal the final judgment. That Mediated Settlement Agreement was entered into with the understanding that it was without prejudice to any claim based on the fees and costs incurred by the first group of attorneys that handled the case from July 2019 to December 2020, and that the fees and costs incurred by those attorneys was a matter that would be litigated.

Plaintiff brought a motion seeking an award of attorney's fees and costs incurred by the original attorneys. The County filed a brief in opposition and the Court determined that Plaintiff is entitled to recover the fees and costs incurred by the original counsel, but it did not determine the amount yet. The Court scheduled a hearing on October 9, 2026, to determine the attorney's fees and costs. The evidentiary hearing would require the parties to expend costs to retain experts to opine on the reasonableness of the hourly rates charged and the number of hours expended by Plaintiff's counsel. The Plaintiff would also be entitled to seek an additional attorney's fees and costs award for litigating the amount of attorney's fees, including from any appeal taken as to the amount awarded.

The parties proceeded to negotiate a Settlement Agreement and Release which resolves the fees and costs owed in the amount of $275,000. Under the Settlement Agreement and Release, the County will waive its appellate rights with respect to the attorney's fees and costs owed to Plaintiff in this matter, and the Plaintiff will release all claims for such fees and costs. Staff recommend the BCC approve the Settlement Agreement and Release.

ATTACHMENT 1

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 09/23/2026 REQUESTED BY: Ashley Rodriguez PHONE: (561) 355-6337

PROJECT TITLE: Settlement Agreement in the B & B Properties, Inc. case
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: $275,000

BCC RESOLUTION#:

REQUESTED AMOUNT: $275,000 DATE: 11.10.2026

eFDO #:

CSA or CHANGE ORDER NUMBER:

LOCATION:

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER:

CONSULTANT/CONTRACTOR:

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: The County shall pay B. & B. $275,000.00 within 20 days of the Agreement becoming effective as set forth in Paragraph 4 of the agreement. The amount of attorney's fees and costs to which B. & B. is entitled was partially resolved by a Mediated Settlement Agreement between B. & B. and the County dated August 19, 2025, which resolved the attorney's fees and costs incurred by the counsel.

CONSTRUCTION	$	
PROFESSIONAL SERVICES	$	275,000
STAFF COSTS*	$	
EQUIP. / SUPPLIES	$	
CONTINGENCY	$	
TOTAL	$	275,000

BUDGET ACCOUNT NUMBER(S) ***(Specify distribution if more than one and order in which funds are to be used)*:**

FUND: 0001 DEPT: 760 UNIT: 7601 OBJ: 4905

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for *all* that apply)

☒ Ad Valorem (Amount $ 275,000) ☐ Infrastructure Sales Tax (Amount $)

☐ State (source/type: Amount $) ☐ Federal (source/type: Amount $)

☐ Grant (source/type: Amount $) ☐ Impact Fees: (Amount $)

☐ Other (source/type: Amount $)

Department: OFFICE OF FINANCIAL MANAGEMENT AND BUDGET

BAS APPROVED BY: [signature] DATE 9/24/2026

ENCUMBRANCE NUMBER:

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

CASE NO.: 50-2019-CA-008660-AI

B. & B. PROPERTIES, INC., a Florida corporation, and on behalf of all others similarly situated,

Plaintiff,

vs.

PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida,

Defendant.

_____/

SETTLEMENT AGREEMENT AND RELEASE

B. & B. PROPERTIES, INC. ("B. & B."), and PALM BEACH COUNTY, FLORIDA ("County") hereby enter into this Settlement Agreement and Release ("Agreement") concerning the remaining amounts of attorney's fees and costs at issue in the above-captioned matter.

WHEREAS, B. & B., brought the above-captioned class action against the County on July 3, 2019, which included claims under 42 U.S.C. § 1983;

WHEREAS, B. & B. was represented by lawyers from the firms of by Brandenburg & Associates, P.A. ("Brandenburg") and Jones Foster P.A. ("Jones Foster"), until the Court's Contested Order on Motion for Substitution of Counsel dated December 16, 2020, which relieved Brandenburg and Jones Foster of any further responsibilities in this case;

WHEREAS, B. & B. is the prevailing party by virtue of a Final Judgment dated July 25, 2025, in the above-captioned action, and is therefore entitled to a reasonable attorney's fee as part of the

costs of the action under 42 U.S.C. § 1988;

WHEREAS, the amount of attorney's fees and costs to which B. & B. is entitled was partially resolved by a Mediated Settlement Agreement between B. & B. and the County dated August 19, 2025, which resolved the attorney's fees and costs incurred by the counsel who were substituted for Brandenburg and Jones Foster in this case and prosecuted it to its conclusion: Louis M. Silber, Esq.; Allison Davis, Esq.; Gary Dunkel, Esq.; James K. Green, Esq.; and attorneys or consultants utilized by those attorneys or employed by their respective law firms (Silber & Davis; Fox Rothschild, LLP; and James K. Green, P.A.);

WHEREAS, the August 19, 2025, Mediated Settlement Agreement was expressly without prejudice to any claim by B. & B. for attorney's fees and costs incurred by Brandenburg and Jones Foster;

WHEREAS, Brandenburg and Jones Foster, with the consent of B. & B., filed their Joint Motion to Determine Entitlement and Amount of Costs, Attorneys' Fees and Non-Taxable Expenses in the above-captioned action on October 30, 2025, requesting that the Court determine that B. & B. is entitled to recover costs, including non-taxable expenses, and attorney's fees and to award the amounts thereof, for the fees and costs incurred that were not resolved by the August 19, 2025 Mediated Settlement Agreement;

WHEREAS, the Court granted the Joint Motion to Determine Entitlement and Amount of Costs, Attorneys' Fees and Non-Taxable Expenses and has set a hearing to determine the amount of reasonable attorney's fees, by Order dated April 24, 2026;

WHEREAS, the County disputes that B. & B. is entitled to any amount of attorney's fees or costs for any services rendered or costs incurred by Brandenburg and Jones Foster in the above-captioned action;

WHEREAS, the County and B. & B. desire to resolve their present dispute without further litigation or adjudication;

WHEREAS, the County and B. & B. desire to reduce their agreement to writing so that it shall be binding upon them;

WHEREAS, the execution of this Agreement is not and should not be construed as an admission of liability or responsibility on the part of any party to this Agreement on any basis;

WHEREAS, the County and B. & B. have read this Agreement in its entirety and understand all its terms, and have consulted with counsel concerning the provisions of this Agreement as they deem necessary.

Now, therefore, in consideration of the mutual covenants, promises, and consideration set forth below, the County and B. & B. agree as follows:

1. The County shall pay B. & B. $275,000.00 within 20 days of the Agreement becoming effective as set forth in Paragraph 4. This payment shall be made by check, payable to the Jones Foster P.A. Trust Account.

2. The County and B. & B., on behalf of themselves, as well as on behalf of their representatives, administrators, agents, attorneys, insurers, and assigns hereby expressly release and forever discharge among themselves and each other from any and all claims for attorney's fees and costs incurred in or in connection with the above-captioned action from the beginning of the world to the date this Agreement is executed. This release includes any claims based on any tax consequences of any payments or amounts received by B. & B. from the County pursuant to this Agreement.

3. The aforesaid payment and this settlement are subject to approval by the Board of County Commissioners of Palm Beach County.

4. This Agreement will become effective as of the date that it is fully executed. The County agrees to place this Agreement on the agenda of the next regularly scheduled meeting of the Board of County Commissioners for which agenda items may be timely submitted after this Agreement is executed by B. & B. and delivered by email to counsel for the County.

5. After this Agreement becomes effective, B. & B. and the County will notify the Court of same; B. & B. will not seek a final judgment from the Court fixing the amount of attorney's fees and costs owed to B. & B.; and the County waives any appellate rights it has or would have as to the Court's April 24, 2026 Order granting the Joint Motion to Determine Entitlement and Amount of Costs, Attorneys' Fees and Non-Taxable Expenses.

6. In the event that the Board of County Commissioners of Palm Beach County does not approve this settlement, then this Agreement shall be deemed null and void, and B. & B. may proceed with seeking a final judgment from the Court fixing the amount of attorney's fees and costs owed to B. & B., with the County retaining all appellate rights as to such judgment or any orders preceding that judgment.

7. This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of Florida. Any action by the County or B. & B. to enforce this Agreement shall be brought, if not in the above-captioned action, then in the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida.

8. This Agreement contains all the understandings and representations between the County and B. & B. relating to the subject matter hereof and supersedes all prior and contemporaneous understandings, discussions, agreements, representations, and warranties, both written and oral, regarding such subject matter.

9. The County and B. & B. may execute this Agreement in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart's signature page of this Agreement, by facsimile, electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

A. O'Neal Bates, President
B. & B. Properties, Inc.

Sherry Brown
Director, Palm Beach County Office of Financial Management and Budget

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

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

By: _____
Sara Baxter, Mayor

ATTEST:
Shannon Ramsey-Chessman, Clerk and Comptroller

By: _____

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