

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 15, 2022

Consent  
 Ordinance

Regular  
 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 \$80,000.00 in the personal injury action styled Aaron Lederman v. Palm Beach County, Case No. 502021CA009540XXXXMB AG.

**Summary:** This is a personal injury lawsuit arising from a motor vehicle accident in West Palm Beach. While at a stop light, Plaintiff's vehicle was struck from behind by a Palm Tran bus. Following the accident, Plaintiff sustained six herniated discs, spinal narrowing, and nerve damage in his neck and back. Plaintiff underwent two spinal surgeries – a cervical discectomy + fusion and a lumbar laminectomy + discectomy – and a total of twelve epidural and facet injections. Countywide (TSB)


**Background and Justification (or Policy Issues):** On August 17, 2020, the then-58-year-old Plaintiff, Aaron Lederman, was driving a 2016 Mercedes-Benz sedan east on Okeechobee Boulevard, when he stopped in the left turning lane at the intersection with Spencer Drive. While the traffic light was red, a Palm Tran bus struck Plaintiff's stopped vehicle.

Following the accident, Plaintiff sought medical treatment for neck and back pain. His imaging revealed six herniated discs, spinal narrowing, and nerve damage. Plaintiff underwent twelve epidural or facet injections in his spine before he underwent a cervical discectomy + fusion surgery and a lumbar laminectomy + discectomy surgery. To date, Plaintiff has incurred medical bills totaling more than \$338,000.00.

This full and final settlement is warranted based on the County's liability exposure and the injuries alleged by Plaintiff. Therefore, it is recommended that the County approve the Settlement Agreement in the amount of \$80,000.00.

**Attachments:**

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

Recommended By:  for D. Coffman 11/3/22  
Department Director Date

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

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2023	2024	2025	2026	2027
<b>Capital Expenditures</b>					
<b>Operating Costs</b>	80,000.00				
<b>External Revenues</b>					
<b>Program Income(County)</b>					
<b>In-Kind Match(County)</b>					
<b>NET FISCAL IMPACT</b>	80,000.00				
<b>#ADDITIONAL FTE</b>					
<b>POSITIONS (CUMULATIVE)</b>					

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:**

*Lisa M. ...* 11/4/2022  
 OFMB *JA* 11-3-22  
*MB* 11-4-22

*Dr. J. ...* 11/17/22  
 Contract Dev. & Control

**B. Legal Sufficiency**

*[Signature]*

Assistant County Attorney

**C. Other Department Review**

Department Director

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

ATTACHMENT 1

**SETTLEMENT AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between PALM BEACH COUNTY (the "COUNTY"), a political subdivision of the State of Florida, and AARON LEDERMAN.

WHEREAS, AARON LEDERMAN sued the COUNTY in a lawsuit presently styled Aaron Lederman v. Palm Beach County, Case No. 502021CA009540XXXXMB AG, in the Circuit Court of Palm Beach County, Florida (the "Pending Lawsuit"), for damages arising from a motor vehicle accident that occurred on August 17, 2020 near Okeechobee Boulevard and Spencer Drive, in West Palm Beach, 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, Alfred R. Bell, 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 of full execution and receipt of the documents listed in Paragraph 2, and subject to final administrative approval, the COUNTY shall pay to AARON LEDERMAN the amount of **EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$80,000.00)**, by a check made payable to Stinger Greene & Tenor LLP fto; Tax ID: 87-4170989.  
*Aaron Lederman*
4. Alfred R. Bell, Esq. shall not disburse, and AARON LEDERMAN 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. AARON LEDERMAN acknowledges and agrees that he is responsible for, and will resolve, the payment of any and all bills and liens relating to the Accident and Pending Lawsuit, including the lien held by Empire Healthchoice Assurance, Inc. under File No.: 110002781, 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.

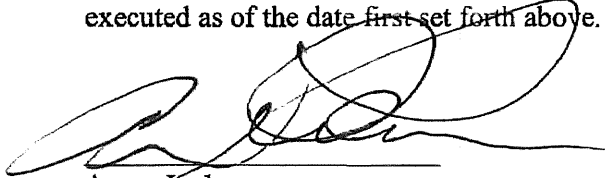
8. In any litigation brought to enforce the terms or remedy a violation of this Settlement Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees in addition to any other recovery.

9. AARON LEDERMAN 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 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.



Aaron Lederman  
Plaintiff



Clinton B. Forbes  
Director, Palm Tran, Inc.

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: \_\_\_\_\_

## ATTACHMENT 2

### RELEASE OF ALL CLAIMS

#### KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **AARON LEDERMAN**, being of lawful age and for the sole consideration of **EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$80,000.00)** to the undersigned in hand paid, the receipt and sufficiency whereof is hereby acknowledged, does hereby for himself and for his agents, executors, administrators, successors, and assigns, release, acquit and forever discharge **PALM BEACH COUNTY** (hereinafter the "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 motor vehicle accident that occurred on or about **August 17, 2020** 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 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. 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 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 related to the Pending Lawsuit and the accident on August 17, 2020, 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 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 his 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, AARON LEDERMAN, have hereunto set my hand and seal  
this 19<sup>th</sup> day of October 2022.

IN THE PRESENCE OF:

Tara L. Hight  
WITNESS SIGNATURE

[Signature]  
AARON LEDERMAN

Tara L. Hight  
(PRINT WITNESSES' NAME)

STATE OF Florida )  
COUNTY OF St. Lucie )

The foregoing three-page Release of All Claims was acknowledged before me, an officer  
duly authorized in the State and County aforesaid, to take acknowledgments, this 19<sup>th</sup> day of  
October 2022, by Aaron Lederman, in person / or  
virtually (circle one) who:

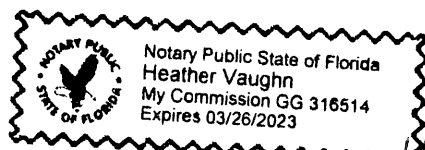
is personally known to me; OR  
 has produced FL DL, as identification;

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.

[seal]



Notary Public [Signature]  
My commission expires: 3/26/2023



BUDGET AVAILABILITY STATEMENT  
RISK MANAGEMENT

REQUEST DATE: 11/3/2022

REQUESTED BY: County Attorney


REQUESTED FOR: Aaron Lederman v. Palm Beach County Board of County Commissioners

REQUESTED AMOUNT: \$80,000

AGENDA DATE: November 15, 2022

BUDGET ACCOUNT NUMBER:

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

BAS APPROVED BY:   
Brian Palacios, Fiscal Manager

DATE: 11/3/2022