

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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<b>Meeting Date:</b>	<b>MAY 16, 2023</b>	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
<b>Department:</b>	<b>ENGINEERING</b>		
<b>Submitted By:</b>	<b>COUNTY ATTORNEY</b>		

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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 \$165,000.00 in the personal injury action styled Hannah Syme v. Palm Beach County Board of County Commissioners, et al., Case No. 502020-CA-004229.

**Summary:** This is a personal injury lawsuit arising from a car accident on Silver Beach Road, just east of Congress Avenue in Riviera Beach. Plaintiff, Hannah Syme was a pedestrian on the sidewalk alongside Silver Beach Road, when she was struck from behind after a two-car collision resulted in one car going off the road and onto the sidewalk. The vehicle collision occurred along a stretch of road that was not properly striped by Palm Beach County after road construction had been completed there two years prior to the accident. This incident resulted in severe permanent injuries to Plaintiff. Palm Beach County has entered into an agreement to settle the lawsuit with Ms. Syme in the total amount of \$165,000, inclusive of attorney's fees and costs, subject to the Board's approval. Countywide (SHH)

**Background and Justification:** This case stems from a January 19, 2019 car accident on Silver Beach Road, just east of Congress Avenue in Riviera Beach. Plaintiff, Hannah Syme was a pedestrian on the sidewalk alongside Silver Beach Road, when she was struck from behind after one vehicle collided with another. The vehicle collision occurred when a driver, not having the benefit of any road markings indicating that he was in a turn lane or any road striping indicating that he was approaching a median, entered a turn lane and collided with a concrete median. The collision caused that vehicle to collide into an adjacent vehicle that was in the eastbound lane of travel, which resulted in that second vehicle careening off the roadway and onto the sidewalk where it struck Plaintiff. Plaintiff was sent airborne by the impact and landed at the edge of a retention pond several feet away. As a result of this impact, Plaintiff's pelvis and left leg were shattered. She required several surgeries and both external and internal hardware in order to treat her injuries. The severity of her leg injuries is such that her treating doctors have opined that amputation at the knee is the only remedy for the pain from which she still suffers. She is bound to a wheelchair and is unable to work or live alone due to these injuries. She is thirty-six (36) years old.

**Background and Justification: (Continued on Page 3)**

**Attachments:**

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

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**Recommended By:**  5.4.23  
Department Director Date

**Approved By:** N/A \_\_\_\_\_  
County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures					
Operating Costs	\$165,000				
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	\$165,000				
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE					

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 Martin* 5/5/2023  
 OFMB *QA 5/5* *MM 5/5*

*A. J. Jacoby* 5/9/23  
 Contract Dev. & Control  
*TRK 5/8/23*

**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)

**Background and Justification (Continued from Page 1):** Wynn and Sons Environmental Construction Company, Inc. had completed the first phase of construction of a redesign of Silver Beach Road from Congress Avenue to US 1 in February 2017. The project involved removing an existing median in order to create a new left turn lane on the eastbound side of the road, which the County accepted. Given our acceptance of and full payment for the project, it is not possible for the County to ascribe any liability to Wynn and Sons. The County was then responsible for applying permanent lane striping to the area to provide guidance to motorists as legally required, but despite being aware of the need to apply such permanent striping, the striping was not completed in the two years between the project's completion and the date of this incident. Her past medical bills total \$725,925.45. Doctors opine that her future medical care will cost in excess of \$2,000,000. The \$165,000 settlement reached with Plaintiff represents 6% of her total minimum potential damages sought in this case, not including any potential award for pain and suffering.

**SETTLEMENT AGREEMENT**

**THIS AGREEMENT** made and entered into this 3rd day of May, 2023 by and between PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the "COUNTY"), a political subdivision of the State of Florida, and HANNAH SYME, (hereinafter referred to as "SYME").

WHEREAS, SYME sued the COUNTY in a lawsuit presently styled Hannah Syme v. Palm Beach County Board of County Commissioners, et al., Case No. 502020CA004229XXXXMB in the Circuit Court of Palm Beach County, Florida (hereinafter referred to as the "Pending Lawsuit"), for damages arising from an accident that occurred on or about January 19, 2019 while on the sidewalk in the vicinity of 1700 Silver Beach Road, in Palm Beach County, Florida (hereinafter referred to as "the 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; and

**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 subject to final approval by the Board of County Commissioners, the COUNTY shall pay to SYME the amount of ONE HUNDERED AND SIXTY-FIVE DOLLARS AND ZERO CENTS (\$165,000.00), by a check made payable to "Trust Account of Vastola Legal f/b/o Hannah Syme," Tax I.D. No. 82-0763522.
3. Within ten (10) days of receipt of the COUNTY'S payment, Jeffrey Vastola, Esq., shall execute and deliver to the Palm Beach County Attorney's Office (i) a Release of All Claims in the form of the attached hereto as Exhibit A, and (ii) the Stipulation and 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. Jeffrey Vastola, Esq. shall not disburse, and SYME 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 Final Order of Dismissal with Prejudice has been signed by the Circuit Court Judge assigned to the Pending Lawsuit.
5. SYME acknowledges and agrees that she is responsible for the resolution of any

and all medical bills and liens concerning, pertaining, or relating to the accident and pending lawsuit that the COUNTY shall not be responsible for any portion of said liens. SYME, on behalf of herself and her officers, agents, employees, heirs, executors, administrators and assigns, further agrees to satisfy all such liens or claims of lien.

6. Each party shall bear its respective attorney's fees and costs.

7. This Settlement Agreement does not constitute an admission of liability, a violation of any professional rule, professional standard, order, ruling, law, statute, regulation, contract, or covenant, express or implied 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. SYME 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 does not release any other persons or party to this pending lawsuit, including WYNN AND SONS ENVIRONMENTAL CONSTRUCTION CO. INC., and SYME expressly reserves the right to pursue any and all claims against this other Defendant to this lawsuit.

11. SYME further states that she has the requisite authority to execute this General Release, she has carefully read this Settlement Agreement and it has been fully explained to her that she has had the Settlement Agreement reviewed by her attorney, and that she fully understands its final and binding effect, and that the only promises made to her to sign the Settlement Agreement are those stated in the Settlement Agreement, and that SYME is signing this Settlement Agreement voluntarily with the full intent of releasing COUNTY of all claims.

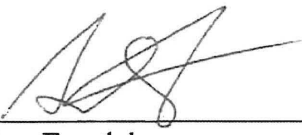
12. This Settlement Agreement shall be binding on the parties hereto, their assigns, transferees, heirs, and other successors in interest.

13. SYME desires now to settle completely and for all time existing disputes between or among them, arising from or relating to any and all injuries, damages, to person or property known, even though now unexpected or unknown, and/or brought, and/or which could have been brought in the Pending Lawsuit, including, but not limited to, the incident which occurred on or about January 19, 2019.

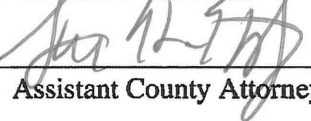
14. The parties represent that no claim that has been, or could have been, raised in the Pending Lawsuit, and no claim to which this Settlement Agreement applies, has been assigned or otherwise transferred to any other person or entity not a party hereto.

IN WITNESS WHEREOF, the parties have caused this Settlement Agreement to be executed as of the date first set forth above.

  
\_\_\_\_\_  
Plaintiff, HANNAH SYME

  
\_\_\_\_\_  
Adam Faustini  
Road and Bridge Division Director

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

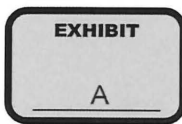
By:   
\_\_\_\_\_  
Assistant County Attorney

ATTEST:  
Joseph Abruzzo, Clerk & Comptroller

By: \_\_\_\_\_

PALM BEACH COUNTY BOARD  
OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Mayor, Board of County Commissioners



**RELEASE OF ALL CLAIMS**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, Hannah Syme (“Releasor”), being of lawful age, for the sole consideration of **ONE HUNDRED AND SIXTY-FIVE THOUSAND DOLLARS (\$165,000.00)**, 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 BOARD OF COUNTY COMMISSIONERS**, (hereinafter “COUNTY”), and their officers, agents, employees, 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 accident that occurred on or about **January 19, 2019** while on the sidewalk in the vicinity of 1700 Silver Beach Road in Palm Beach County, Florida.

**FURTHERMORE**, the undersigned agrees that each party shall bear their 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 Plaintiff, Hannah Syme, agrees to satisfy and 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 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 therefor 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, 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**, Releasor does not release any other persons or party to this pending lawsuit, including WYNN AND SONS ENVIRONMENTAL CONSTRUCTION CO. INC., and Releasor expressly reserves the right to pursue any and all claims against this other Defendant to this lawsuit.

**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 declare 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.

**(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)**

THE UNDERSIGNED hereby accepts the tendered settlement draft as final payment of the consideration set forth above.

IN WITNESS WHEREOF, I, HANNAH SYME have hereunto set my hand and seal this 2<sup>nd</sup> day of May 2023.

IN THE PRESENCE OF:

(Y. Syme)  
WITNESS SIGNATURE

H. Syme  
HANNAH SYME

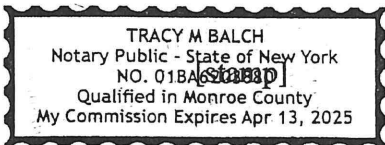
Y SYME  
(PRINT WITNESS' NAME)

State of New York )

County of Monroe )  
)ss.

The foregoing document was acknowledged before me by means of [] physical presence or [] online notarization, this 2<sup>nd</sup> day of May, 2023<sup>78</sup> by Hannah J Syme who is [] personally known to me or has produced New York State ID as identification.

Tracy M Balch  
Notary Public  
My commission expires: 04/13/2025



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

CASE NO.: 2020CA004229XXXXMB AD

HANNAH SYME,

Plaintiff,

v.

PALM BEACH COUNTY BOARD  
OF COUNTY COMMISSIONERS,

Defendant.

**STIPULATION FOR FINAL ORDER OF DISMISSAL WITH PREJUDICE**

COMES NOW the Plaintiff, HANNAH SYME, through her attorney, joined by the Defendant, PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, through its attorney, and show unto the Court that all matters in controversy have been compromised and settled to the satisfaction of the parties. It is agreed that the action of the Plaintiff against Defendant, PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, be dismissed with prejudice and that each party shall bear its own costs and attorney's fees.

Dated this \_\_\_\_\_ day of May, 2023.

By: /s/ Scott H. Holtz  
Scott H. Holtz, Esquire  
Florida Bar No.: 69080  
Assistant County Attorney  
300 N. Dixie Highway, Suite 359  
West Palm Beach, FL 33401  
(561) 355-6717  
[sholtz@pbcgov.org](mailto:sholtz@pbcgov.org);  
[aairey@pbcgov.org](mailto:aairey@pbcgov.org); [swebber@pbcgov.org](mailto:swebber@pbcgov.org)  
Counsel for Defendant

By: /s/ Jeff D. Vastola  
Jeff D. Vastola, Esquire  
Florida Bar No.: 0090255  
Law Offices of Vastola Legal  
7000 SE Federal Hwy., Suite 310  
Stuart, Florida 34997  
(772) 419-0999  
[jvastola@vastolalegal.com](mailto:jvastola@vastolalegal.com)  
[slewis@vastolalegal.com](mailto:slewis@vastolalegal.com)  
Counsel for Plaintiff

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

CASE NO.: 2020CA004229XXXXMB AD

HANNAH SYME,

Plaintiff,

v.

PALM BEACH COUNTY BOARD  
OF COUNTY COMMISSIONERS,

Defendant.

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**FINAL ORDER OF DISMISSAL WITH PREJUDICE**

**THIS CAUSE**, having come before the Court upon the foregoing Stipulation for Final Order of Dismissal with Prejudice, and the Court being otherwise fully advised in the premises, it is hereby:

**ORDERED AND ADJUDGED** that the above-styled cause is hereby **DISMISSED WITH PREJUDICE**. Each party shall bear its own costs and attorney's fees.

**DONE AND ORDERED** in Chambers, at West Palm Beach, Palm Beach County, Florida.

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**HONORABLE JAIMIE GOODMAN**  
**Circuit Judge**

Copies Furnished to:

**Scott H. Holtz, Esq.**, 300 North Dixie Highway, Suite 359, West Palm Beach, Florida 33401;  
[sholtz@pbcgov.org](mailto:sholtz@pbcgov.org); [aairey@pbcgov.org](mailto:aairey@pbcgov.org); [swebber@pbcgov.org](mailto:swebber@pbcgov.org)

**Jeff D. Vastola, Esq.**, Law Offices of Vastola Legal, 7000 SE Federal Hwy., Suite 310, Stuart, Florida, 34997; [eservice@247injurylaw.com](mailto:eservice@247injurylaw.com)

**RELEASE OF ALL CLAIMS****KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, Hannah Syme ("Releasor"), being of lawful age, for the sole consideration of **ONE HUNDRED AND SIXTY-FIVE THOUSAND DOLLARS (\$165,000.00)**, 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 BOARD OF COUNTY COMMISSIONERS**, (hereinafter "COUNTY"), and their officers, agents, employees, 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 accident that occurred on or about **January 19, 2019** while on the sidewalk in the vicinity of 1700 Silver Beach Road in Palm Beach County, Florida.

**FURTHERMORE**, the undersigned agrees that each party shall bear their 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 Plaintiff, Hannah Syme, agrees to satisfy and 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 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 therefor 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, 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**, Releasor does not release any other persons or party to this pending lawsuit, including WYNN AND SONS ENVIRONMENTAL CONSTRUCTION CO. INC., and Releasor expressly reserves the right to pursue any and all claims against this other Defendant to this lawsuit.

**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 declare 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.

**(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)**



THE UNDERSIGNED hereby accepts the tendered settlement draft as final payment of the consideration set forth above.

IN WITNESS WHEREOF, I, HANNAH SYME have hereunto set my hand and seal this 2nd day of May 2023.

IN THE PRESENCE OF:

(Y) Syme  
WITNESS SIGNATURE

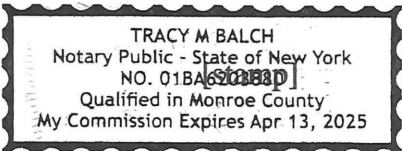
Y SYME  
(PRINT WITNESS' NAME)

H Syme  
HANNAH SYME

State of New York )

County of Monroe )ss.  
)

The foregoing document was acknowledged before me by means of [] physical presence or [] online notarization, this 2nd day of May, 2023<sup>rd</sup> by Hannah J Syme who is [] personally known to me or has produced New York State ID as identification.



Tracy M Balch  
Notary Public  
My commission expires: 04/13/2025

BUDGET AVAILABILITY STATEMENT  
RISK MANAGEMENT

REQUEST DATE: 5/3/2023

REQUESTED BY: County Attorney


REQUESTED FOR: Hannah Syme v. Palm Beach County Board of County Commissioners

REQUESTED AMOUNT: \$165,000.00

AGENDA DATE: May 16, 2023

BUDGET ACCOUNT NUMBER:

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

BAS APPROVED BY:   
Brian Palacios, Fiscal Manager

DATE: 5/3/2023