

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs	\$111,116				
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	\$111,116				
#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
 Does this item include the use of state 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. ... 6/12/2024
 OFMB
 6/12/24

Brenda ... 6/13/24
 Contract Dev. & Control
 6/13/24

B. Legal Sufficiency

[Signature] for Nadine White-Boyd
 County Attorney

C. Other Department Review

 Department Director

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

Background and Justification (cont'd): The Palm Tran bus was exiting from the Hobby Lobby shopping plaza located on the west side of Old Dixie Highway. Eric Aiken was exiting the Mullinax Ford dealership located on the east side of Old Dixie Highway across from the Hobby Lobby plaza. As the bus and the Plaintiff's vehicle entered onto Old Dixie Highway, they collided in the intersection of Old Dixie Highway.

The investigating police officer did not issue a citation to either driver but apportioned 50/50 liability on both drivers. Following the accident, Kimberly Aiken was transported by Palm Beach County Fire Rescue to Palm Beach Gardens Medical Center and was treated for neck and back pain. She then received 15 chiropractic treatments, physical therapy, and 5 epidural steroid injections and on September 9, 2021, she underwent an anterior cervical discectomy and fusion on the C5-6 and C6-7 vertebrae. Kimberly Aiken's medical bills as a result of the accident total \$260,178.35 to date.

Plaintiff Eric Aiken was treated at TotalMD from 2/8/21 to 11/2021 and received chiropractic treatments, physical therapy treatment, as well as trigger point injections. To date, Plaintiff Eric Aiken has incurred medical bills totaling \$33,857.98.

ATTACHMENT 1

SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of June, 2024, by and between PALM BEACH COUNTY (the "COUNTY"), a political subdivision of the State of Florida, and ERIC ARTHUR AIKEN and KIMBERLY ANN AIKEN ("AIKENS").

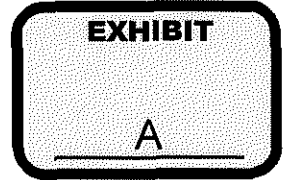
WHEREAS, the AIKENS sued the COUNTY in a lawsuit presently styled Eric Arthur Aiken and Kimberly Ann Aiken v. Palm Beach County, Case No. 50-2022-CA-012617-XXXX-MB-AH, in the Fifteenth Judicial Circuit Court of Palm Beach County, Florida (the "Pending Lawsuit"), for damages arising from a motor vehicle accident that occurred on or about February 5, 2021, at or near Northlake Boulevard and Old Dixie Highway in North Palm Beach, Florida (the "Incident");

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 thirty (30) days after the COUNTY receives a fully executed original of this Settlement Agreement and a fully executed Release of All Claims in the form of the attached hereto as Exhibit A, and **subject to final administrative approval**, the COUNTY shall pay to the AIKENS the amount of **One Hundred and Ten Thousand Dollars (\$110,000.00)**, by a check made payable to **Law Office of Maaz Quraishi, PA Trust Account f/b/o Eric Aiken and Kimberly Aiken**; Tax ID: 45-2671406. In addition, the COUNTY shall pay Plaintiff's portion of the mediation fee in the amount of **One Thousand One Hundred Fifteen Dollars and Sixty Three Cents (\$1,115.63)**.
3. Within ten (10) days of receipt of the COUNTY'S payment, Maaz Quraishi, Esquire, on behalf of the AIKENS, shall execute and deliver to the Palm Beach County Attorney's Office (i) the Stipulation for 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. Maaz Quraishi, Esquire, shall not disburse, and the AIKENS 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 Stipulation for Final Order of Dismissal with Prejudice has been filed with the Court in the pending lawsuit.
5. The AIKENS acknowledge and agree that they are responsible for, and will resolve, the payment of any and all bills and liens incurred by them relating to the Accident and Pending



RELEASE OF ALL CLAIMS

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, **ERIC ARTHUR AIKEN** ("Releasor"), and **KIMBERLY ANN AIKEN** ("Releasor"), being of lawful age, for the sole consideration of **One Hundred Eleven Thousand One Hundred Fifteen Dollars and 63/100 (\$111,115.63)**¹ in Case No. **50-2022-CA-012617-XXXX-MB**² to the undersigned in hand paid, the receipt and sufficiency whereof is hereby acknowledged, do hereby and for themselves, their executors, administrators, successors and assigns, release, acquit and forever discharge **PALM BEACH COUNTY** and its officers, agents, employees, heirs, executors, administrators, successors and assigns, only,(collectively, "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 incident that occurred on or about February 5, 2021, at or near Northlake Boulevard and Old Dixie Highway, North Palm Beach, Florida.

Releasor further states that while they hereby release all claims against the Releasees, the

¹ This \$111,115.63 includes the Plaintiff's portion of the mediation fee in the amount of One Thousand One Hundred Fifteen Dollars and Sixty Three Cents (\$1,115.63) which the County shall pay directly to the mediator.

² This is a global settlement between Palm Beach County and Eric Arthur Aiken and Kimberly Ann Aiken. The settlement amount is the total amount Palm Beach County is paying to settle the claims of both Mr. Aiken and Mrs. Aiken in the Pending Lawsuit. The distribution of the settlement proceeds is a matter solely between Mr. Aiken and Mrs. Aiken.

payment does not satisfy all of the damages Releasor claims resulting from the incident, including but not limited to past and future medical and health care expenses which may have been or may be incurred in the future, and which is not being paid in this settlement. Releasor further reserves their right to pursue and recover all unpaid damages from any person, firm or organization who may be responsible for payment of such damages, including any first party health insurance, Medicaid, Medicare, PIP/MedPay coverage, but such reservation does not include the Releasees.

FURTHERMORE, the undersigned Releasors agrees that each party shall bear their own costs and attorney's fees, and the undersigned shall bear sole responsibility for any and all valid and related property damage, hospital, physician, diagnostic, rehabilitation, training, maintenance, medical or pharmaceutical expenses, bills, statements, liens, subrogable interests, pre-settlement Medicare conditional payments and/or reimbursements demanded or required by the Medicare Secondary Payer Recovery Contractor, CMS collection agencies, or any other government entity, 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 valid and related 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 valid and related 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 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 Releasors understands and agree 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 Releasors hereby declare and represent that any injuries sustained by them may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release the undersigned understand and agree that the undersigned relied wholly upon their 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 they employ.

FURTHERMORE, the Releasors state that while they 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 Releasors 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 incident 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 Releasors may be entitled.

THE RELEASORS hereby declare that they have 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 accept the tendered settlement draft as final payment of the consideration set forth above.

IN WITNESS WHEREOF, I, ERIC ARTHUR AIKEN, have hereunto set my hand and seal this 5 day of June 2024.

IN THE PRESENCE OF:

Osam Zavala
WITNESS SIGNATURE

Isamar Zavala
(PRINT WITNESS' NAME)

Eric A Aiken
Eric A Aiken (Jun 5, 2024-02:28:001)

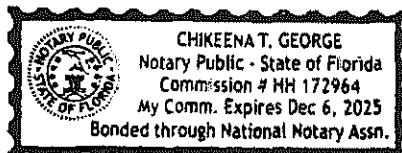
ERIC ARTHUR AIKEN

STATE OF Florida
COUNTY OF Palm Beach ss.

The foregoing two-page Release of All Claims was acknowledged, sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 5 day of June 2024, by ERIC AIKEN

[seal]

[Signature]



Notary Public in and for FL County, Palm Beach

My commission expires: 12/6/25

IN WITNESS HEREOF, I, KIMBERLY ANN AIKEN, have hereunto set my hand and

seal this 5 day of June 2024.

IN THE PRESENCE OF:

Rios
WITNESS SIGNATURE

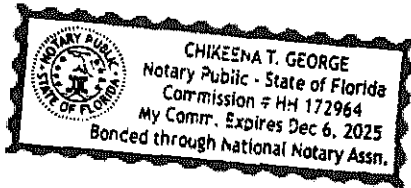
Kimberly Aiken
Kimberly Aiken (Jun 5, 2024 09:44 EDT)
KIMBERLY ANN AIKEN

Anydelis Rios
(PRINT WITNESS' NAME)

STATE OF Florida
COUNTY OF Palm Beach ss.

The foregoing two-page Release of All Claims was acknowledged, sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 5 day of June, 2024, by Kimberly Aiken

[seal]




Kimberly Aiken
Notary Public in and for Florida County, Palm Beach
My commission expires: 12/6/25

Space intentionally left blank

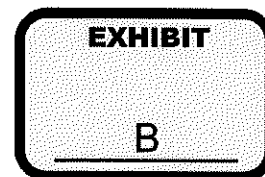
STATEMENT OF ATTORNEY FOR RELEASORS

I, Maaz Quraishi, Esq. state that I am the attorney for Plaintiffs, Eric Arthur Aiken and Kimberly Ann Aiken, the above-signed Releasors; that I have explained to Plaintiffs all the terms of this Release, as well as the Settlement Agreement upon which it is based, and that Releasors have represented to me that they both understand all the terms and their significance. Releasors have signed this Release knowingly, voluntarily and on my advice.

DATED this 5th day of June 2024.



Maaz Quraishi, Esquire
1401 Forum Way, Suite 101
West Palm Beach, FL, 33401
Mquraishi@righttojustice.com



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

CASE NO.: 502022CA012617XXXMB

ERIC ARTHUR AIKEN and KIMBERLY
ANN AIKEN,

Plaintiffs,

v.

PALM BEACH COUNTY,
Defendant.

JOINT STIPULATION FOR FINAL ORDER OF DISMISSAL WITH PREJUDICE

Plaintiffs, ERIC ARTHUR AIKEN and KIMBERLY ANN AIKEN, and Defendant, PALM BEACH COUNTY, by and through their undersigned counsel, show unto the Court that all matters in controversy between the parties have been compromised and settled to the satisfaction of the parties. It is agreed that this action be dismissed with prejudice, and that each party shall bear its own costs and attorney's fees.

Dated: _____

Respectfully Submitted,

s/
Nadine White-Boyd, Esquire
Assisant County Attorney
Counsel for Defendant
Florida Bar No. 18144
300 North Dixie Highway, Suite 359,
West Palm Beach, Florida 33401
Nwhiteboyd@pbc.gov, ARodrigu@pbc.gov,
Ldennis@pbc.gov

s/
Maaz Quraishi, Esquire
Cousnel for Plaintiff
Florida Bar No. 30917
1401 Forum Way, Suite 101
West Palm Beach, FL, 33401
Mquraishi@righttojustice.com ;
Izavala@righttojustice.com

RELEASE OF ALL CLAIMS

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, **ERIC ARTHUR AIKEN** ("Releasor"), and **KIMBERLY ANN AIKEN** ("Releasor"), being of lawful age, for the sole consideration of **One Hundred Eleven Thousand One Hundred Fifteen Dollars and 63/100 (\$111,115.63)**¹ in Case No. **50-2022-CA-012617-XXXX-MB**² to the undersigned in hand paid, the receipt and sufficiency whereof is hereby acknowledged, do hereby and for themselves, their executors, administrators, successors and assigns, release, acquit and forever discharge **PALM BEACH COUNTY** and its officers, agents, employees, heirs, executors, administrators, successors and assigns, only, (collectively, "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 incident that occurred on or about February 5, 2021, at or near Northlake Boulevard and Old Dixie Highway, North Palm Beach, Florida.

Releasor further states that while they hereby release all claims against the Releasees, the

¹ This \$111,115.63 includes the Plaintiff's portion of the mediation fee in the amount of One Thousand One Hundred Fifteen Dollars and Sixty Three Cents (\$1,115.63) which the County shall pay directly to the mediator.

² This is a global settlement between Palm Beach County and Eric Arthur Aiken and Kimberly Ann Aiken. The settlement amount is the total amount Palm Beach County is paying to settle the claims of both Mr. Aiken and Mrs. Aiken in the Pending Lawsuit. The distribution of the settlement proceeds is a matter solely between Mr. Aiken and Mrs. Aiken.

payment does not satisfy all of the damages Releasor claims resulting from the incident, including but not limited to past and future medical and health care expenses which may have been or may be incurred in the future, and which is not being paid in this settlement. Releasor further reserves their right to pursue and recover all unpaid damages from any person, firm or organization who may be responsible for payment of such damages, including any first party health insurance, Medicaid, Medicare, PIP/MedPay coverage, but such reservation does not include the Releasees.

FURTHERMORE, the undersigned Releasors agrees that each party shall bear their own costs and attorney's fees, and the undersigned shall bear sole responsibility for any and all valid and related property damage, hospital, physician, diagnostic, rehabilitation, training, maintenance, medical or pharmaceutical expenses, bills, statements, liens, subrogable interests, pre-settlement Medicare conditional payments and/or reimbursements demanded or required by the Medicare Secondary Payer Recovery Contractor, CMS collection agencies, or any other government entity, 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 valid and related 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 valid and related 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 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 Releasors understands and agree 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 Releasors hereby declare and represent that any injuries sustained by them may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release the undersigned understand and agree that the undersigned relied wholly upon their 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 they employ.

FURTHERMORE, the Releasors state that while they 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 Releasors 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 incident 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 Releasors may be entitled.

THE RELEASORS hereby declare that they have 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 accept the tendered settlement draft as final payment of the consideration set forth above.

IN WITNESS WHEREOF, I, ERIC ARTHUR AIKEN, have hereunto set my hand and seal this 5 day of June 2024.

IN THE PRESENCE OF:

Isamar Zavala
WITNESS SIGNATURE

Isamar Zavala
(PRINT WITNESS' NAME)

Eric A Aiken
Eric A Aiken (Jun 5, 2024 02:28 EDT)

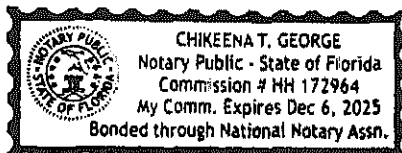
ERIC ARTHUR AIKEN

STATE OF Florida
COUNTY OF Palm Beach ss.

The foregoing two-page Release of All Claims was acknowledged, sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 5 day of June 2024, by ERIC AIKEN

[seal]

[Signature]



Notary Public in and for FL County, Palm Beach

My commission expires: 12/6/25

IN WITNESS HEREOF, I, KIMBERLY ANN AIKEN, have hereunto set my hand and

seal this 5 day of June 2024.

IN THE PRESENCE OF:

Rios
WITNESS SIGNATURE

Kimberly Aiken
Kimberly Aiken (Jun 5, 2024 09:44 EDT)
KIMBERLY ANN AIKEN

Anydelis Rios
(PRINT WITNESS' NAME)

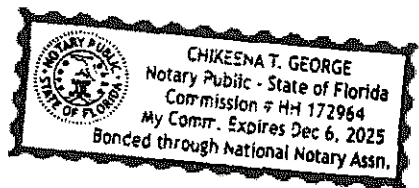
STATE OF Florida,
COUNTY OF Palm Beach ss.

The foregoing two-page Release of All Claims was acknowledged, sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 5 day of June, 2024, by Kimberly Aiken

Kimberly Aiken

Kimberly Aiken

[seal]



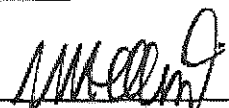
Notary Public in and for Florida County, Palm Beach
My commission expires: 12/6/25

Space intentionally left blank

STATEMENT OF ATTORNEY FOR RELEASORS

I, Maaz Quraishi, Esq. state that I am the attorney for Plaintiffs, Eric Arthur Aiken and Kimberly Ann Aiken, the above-signed Releasors; that I have explained to Plaintiffs all the terms of this Release, as well as the Settlement Agreement upon which it is based, and that Releasors have represented to me that they both understand all the terms and their significance. Releasors have signed this Release knowingly, voluntarily and on my advice.

DATED this 5th day of June 2024.



Maaz Quraishi, Esquire
1401 Forum Way, Suite 101
West Palm Beach, FL, 33401
Mquraishi@righttojustice.com

BUDGET AVAILABILITY STATEMENT
RISK MANAGEMENT

REQUEST DATE: 6/5/2024

REQUESTED BY: County Attorney

REQUESTED FOR: ERIC ARTHUR AIKEN and KIMBERLY ANN AIKEN v. PALM BEACH COUNTY

REQUESTED AMOUNT: \$111,116

AGENDA DATE: July 2, 2024

BUDGET ACCOUNT NUMBER:

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

BAS APPROVED BY: 
Brian Palacios, Finance Director

DATE: 6/5/2024