Agenda Item #: 3D-1

Date

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	July 2, 2024	[X] Consent [ ] Ordinance	[ ] Regular [ ] Public Hearing
Department:	Palm Tran		
Submitted By:	County Attorney		
No. of the state o	I. <u>EXEC</u>	UTIVE BRIEF	
inclusive of attorne injury action styled	y's fees and costs, in t	motion to approve: a S the total amount of \$111, Nand KIMBERLY ANN A XXXMB.	115.63 in the personal
and wife, filed a law sustained as a rest on Old Dixie Highw Plaintiff, Eric Aiken of the accident, sus Plaintiff, Kimberly A seat passenger sus and chest pain. Pla has entered into an \$111,115.63, inclus	wsuit against the Count ult of a head-on collision way, south of Northlak who was 40 years old stained injuries to his bat wisken, who was 39 year stained injuries to her reaintiff's medical bills are agreement to settle the	en and Kimberly Ann Aikenty for loss of consortium on with a Palm Tran busive Boulevard, North Palm and the driver of a 2019 ack, neck, and has bilatered in excess of \$294,036.33 are lawsuit with the Aikens and costs, pending approximate a countywide (NWB)	and personal injuries on February 5, 2021, n Beach, Florida. The Ford F250 at the time ral shoulder pain. The incident, and the front r, and has numbness, 3. Palm Beach County in the total amount of
owned by the Mulli	nax Ford dealership. K	f Eric Aiken was test-driv imberly Aiken was seated ndrew Cook was seated (C	d in the front passenger
Attachments: 1. Settlement 2. Release of 3. Budget Ava			
Recommended b	y: County Attor	nex	6 · 11 · 2024 Date
Approved by:	N/A	•	

County Administrator

# II. FISCAL IMPACT ANALYSIS

# A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital			***************************************		West of the second seco
Expenditures					
Operating Costs	\$111,116				***************************************
External			·	, ` .	
Revenues					
Program			***************************************		
Income(County)					
In-Kind					
Match(County					
NET FISCAL	\$111,116				
IMPACT					
#ADDITIONAL					
FTE					
POSITIONS					
(CUMULATIVE					

NET FISCAL	\$111,116					***
IMPACT						
#ADDITIONAL		-				
FTE						
POSITIONS						
(CUMULATIVE						
T. T T 1 1 1 2	T 1 1 10		37 37	3.T		
Is Item Included in (			Yes X	No	. 37	
Does this item include			Yes	No	<u>X</u> <u>X</u>	
Does this item include	de the use of sta	te runds?	Yes	No	X	
Budget Account No	•					
	gency 700	Organization	7130 OF	ject <u>4511</u>		
1 and <u>5010</u> /18	circy <u>700</u>	Organizacion	<u>7150</u> Ot	7000 <u>4311</u>		
B. Recommended	Sources of Fun	ds/Summary	of Fiscal Imp	act:		
		J	<b>.</b>			
C. Departmental F	iscal Review:					
-						
III. REVIEW CON	AMENTS:			•		
A. OFMB Fisc	al and/or Cont	ract Dev. and	Control Con	ments:		
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( Xyel.	The second	12/2027			pvens	
B6K MAGE	IB CAT VI		Contra	ct Dev.	Control	/ /
•			That 6	/13/54		
B. Legal Suffic	nency					
$\bigcirc$	ſ					
<b>ブ</b> リメヘ	Tor	Nadine Whit	C R . 1			
	Tor	Nadine Whit	c-Byd			
County Atto	orney	Nadine Whit	c-Byd			

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.

#### 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:

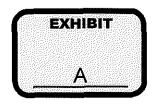
- 1. The foregoing recitals are true and correct and incorporated herein by reference.
- 2. Within thirty (30) days after the COUNTY receives a fully executed original of this Settlement Agreement and a fully executed Release of All Claims in the form of the attached hereto as Exhibit A, and <u>subject to final administrative approval</u>, 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 <u>Law Office of Maaz Quraishi</u>, 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

Lawsuit, and that the COUNTY shall not be responsible for any portion of said bills and liens incurred by them. The AIKENS, on behalf of themselves and their agents, employees, heirs, executors, administrators and assigns, further agree to indemnify, defend, and hold the COUNTY and its officers, commissioners, agents, elected officials, employees, heirs, executors, administrators and assigns, harmless from and against all suits, actions, proceedings, claims, demands, and damages, including attorney's fees, arising out of or related to such liens or claims of lien incurred by them as a result of the Accident and Pending Lawsuit.

- 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 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. The AIKENS declare and acknowledge 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 they 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.	
Eric A Aiken	M. Lal Start
ERIC ARTHUR AIKEN	MICHAEL BLAYLOCK
Plaintiff	Interim Executive Director, Palm Tran
# <b>\4046</b> } (COLUM 5, 2014 DE:A2 EET)	PALM BEACH COUNTY.
KIMBERLY ANN AIKEN	a Political Subdivision of the State of
Plaintiff	Florida
	Ву:
APPROVED AS TO FORM AND	Mayor, Board of County Commissioners
LEGAL SUFFICIENCY	, <del>- 100 - 10</del>
At a second	JOSEPH ABRUZZO, Clerk and
By: // NADINE WHITE-BOYD	Comptroller
Assistant County Attorney	By:
And a second sec	Dy

Page 2 of 2



#### **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) in Case No. 50-2022-CA-012617-XXXX-MB<sup>2</sup> 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

<sup>&</sup>lt;sup>1</sup> 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.

<sup>&</sup>lt;sup>2</sup> 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 HEREOF, I, ERIC ARTHU	R AIKEN, have hereunto set my hand and seal
this 5 day of 2024	•
IN THE PRESENCE OF:	w. 1 1 14
Usam Zanak	Eric A Alken Eric A Alken (Jun 5, 2024 02:28 E01)
WITNESS SIGNATURE	ERIC ARTHUR AIKEN
Isamer Zavala	
(PRINT WITNESS' NAME)	
STATE OF FOR COUNTY OF Palm Boach ss.  The foregoing two-page Release of All Claims was subscribed before me by means of physical presence of the county of	

CHIKEENA T. GEORGE
Notary Public - State of Florida
Commission # HH 172964
My Comm. Expires Dec 6, 2025
Bonded through National Notary Assn.

Page 4 of 6

	Notary Public in and for Palm Black
N. NUMBERO LEDGO E LUMBERTA A	My commission expires: 12 6 25
IN WITNESS HEREOF, I, KIMBERLY AT	NN AIKEN, have hereunto set my hand and
seal this day of	2024.
IN THE PRESENCE OF:	
Ries	Kimberly Aiken (Jun 5, 2024 09:44 EDT)
WITNESS SIGNATURE	KIMBERLY ANN AIKEN
Anydelis Ríos	
(PRINT WITNESS' NAME)	
STATE OF PONDA  COUNTY OF PORM Reach	•
The foregoing two-page Release of All Claims was	
subscribed before me by means of physical preser	nce of Confine notarization, this day of
That, 2024, by Kimberry Hillen	( ) Dese
[seal]	
CHIKEENA T. GEORGE  Notary Public - State of Florida Commission = Hi-172964 My Comm. Expires Dec 6, 2025  Bonded through National Notary Assn.	Notary Public in and for Poly Beach My commission expires: 12 10 25

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# 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 \_\_\_\_\_ day of \_\_\_\_\_\_

Maaz Quraishi, Esquire 1401 Forum Way, Suite 101 West Palm Beach, FL, 33401

**ЕХНІВІТ** В

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.

Res	pect	fully S	ubm	itted,		
<u>s/</u>		¥ 71 • .			 	

Dated: \_\_\_\_\_

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

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)<sup>1</sup> in Case No. 50-2022-CA-012617-XXXX-MB<sup>2</sup> 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.

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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 WITHESS HEREOF, I, ERIC ARTHU	K AIKEN, have hereunto set my hand and seal
this 5 day of 2024	l.
IN THE PRESENCE OF:	
Usum Zarah	Eric A Aiken Eric A Aiken (Jun 5, 2024 02-28 ED1)
WITNESS SIGNATURE	ERIC ARTHUR AIKEN
Tsamer Zavala (PRINT WITNESS' NAME)	
STATE OF FORDS SS.	
The foregoing two-page Release of All Claims was subscribed before me by means of physical present the subscribed before me by means of physical physical present the subscribed before me by means of physical ph	

Page 4 of 6

CHIKEENA T. GEORGE Notary Public - State of Fiorida

Commission # HH 172964
My Comm. Expires Dec 6, 2025
Bonded through National Notary Assn

	Notary Public in and for Palm Black
	My commission expires: 12 6 25
IN WITNESS HEREOF, I, KIMBERLY AND	
seal this day of 2	024.
IN THE PRESENCE OF:	
Rie	Kimberly Aiken (Jun 5, 2024 09:44 EDT)
WITNESS SIGNATURE K	IMBERLY ANN AIKEN
Anydelis Ríos	
(PRINT WITNESS' NAME)	
STATE OF PLOY COUNTY OF PORM PLANCESS.	
The foregoing two-page Release of All Claims was ac	knowledged, sworn to (or affirmed) and
subscribed before me by means of physical presence	of Nonline notarization, this day of
The 2024, by Kimberly Hillen	( ) Deze
[seal]	Netary Publicain and for D. O. T.
CHIKESNA T. GEORGE	Functionally, talking Beach
Notary Public - State of Florida Commission # Hri 172964 My Comm - Expires Dec 6, 2025 Bonded through National Notary Assn.	My commission expires: 12   0   25

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# 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 \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ 2024.

Maaz Quraishi, Esquire 1401 Forum Way, Suite 101 West Palm Beach, FL, 33401

## BUDGET AVAILABILITY STATEMENT RISK MANAGEMENT

REQUEST DATE: <u>6/5/2024</u>

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:

DATE: <u>6/5/2024</u>

Brian Palacios, Finance Director