

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 10, 2024 Consent Regular
 Ordinance Public Hearing

Department: PALM TRAN

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 \$150,000, in the personal injury action styled Amber V. Reyna v. Palm Beach County, Case No. 2023CA004334MBAF.

Summary: This is a personal injury lawsuit arising from a motor vehicle accident that occurred on September 3, 2022, when a Palm Tran Bus ran a red light and crashed into Plaintiff, whose car was lawfully in the intersection. The accident occurred on South Dixie Highway and East Central Boulevard in the Town of Lantana. The accident resulted in personal injuries to Ms. Reyna, for which she underwent multiple surgical procedures, and incurred medical bills of approximately \$126,961.81. Palm Beach County has entered into an agreement to settle the lawsuit with Ms. Reyna in the total amount of \$150,000, inclusive of attorney's fees and costs, pending approval by the Palm Beach County Board of County Commissioners. Countywide (AMP).

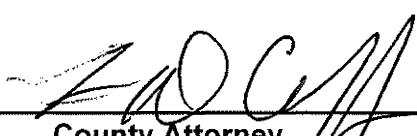
Background and Justification: On September 3, 2022, the Plaintiff, Amber Reyna, then 28 years old, was entering the intersection of Central Boulevard and Dixie Highway with the green light. A Palm Tran bus, proceeding north on Dixie Highway, ran the red light and crashed into Plaintiff's vehicle, which was declared a total loss. The County paid approximately \$7,590.10 to settle the subrogation claim with her insurer.

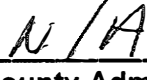
After being treated by paramedics on scene, she sought medical treatment from several providers, including Delray Medical Center Emergency Room, Dr. Joseph Taylor (chiropractor), Advanced Diagnostic Group (MRI of the cervical and lumbar spine), Dr. Steven Puccio (orthopedic surgeon), and Fyzical Therapy. She was assessed with cervical pain, cervical facet joint syndrome, lumbar pain, lumbar facet joint syndrome, and sacroiliac joint dysfunction. Between November 29, 2022, and March 3, 2023, she underwent three surgical procedures for injuries to her cervical and lumbar spine. Total medical bills incurred to date as a result of the accident are approximately \$126,961.81.

This full and final settlement is warranted based on the County's liability for causing the accident and Ms. Reyna's injuries. Therefore, it is recommended that the Board of County Commissioners approve the Settlement Agreement in the amount of \$150,000.

Attachments:

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

Recommended By:  _____ Date _____
County Attorney

Approved By:  _____ Date _____
County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	\$150,000				
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	\$150,000				
#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
 Is this item using 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 Martin 11/10/2024
 OFMB
 Bill 11/12
 AA 11/12

Grand & Smith 11/13/24
 Contract Dev. & Control
 26 11.17.24

B. Legal Sufficiency

Assistant County Attorney

C. Other Department Review

Department Director

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

SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 3rd day of December, 2024, by and between PALM BEACH COUNTY (the "COUNTY"), a political subdivision of the State of Florida, and AMBER V. REYNA ("REYNA").

WHEREAS, REYNA sued the COUNTY in a lawsuit presently styled Amber V. Reyna v. Palm Beach County, Case No. 2023 CA 004334 MB AF, 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 September 3, 2022, on South Dixie Highway and East Central Boulevard in Lantana, 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. By November 6, 2024, REYNA's attorney, Matthew Haynes, Esquire, shall deliver to the Palm Beach County Attorney's Office the following executed documents: 1) Settlement Agreement, and 2) Release of All Claims. These documents shall be held in trust by the County pending approval of the Settlement Agreement by the Palm Beach County Board of County Commissioners on December 3, 2024.
3. Subject to the approval of the Palm Beach County Board of County Commissioners, the COUNTY shall pay to REYNA the amount of **ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000.00)**, by a check made payable to **Lytal, Reiter, Smith, Ivey & Fronrath, LLP Trust Account f/b/o Amber Reyna; Tax ID: 59-2580237**. Upon receipt of the settlement funds, the parties shall execute and file a Stipulation and Final Order of Dismissal with Prejudice.
4. Matthew Haynes, Esquire, shall not disburse, and REYNA shall not accept, any proceeds from the settlement check described in Paragraph 3 above unless and until the executed Settlement Agreement and Release of All Claims have been delivered to the COUNTY and the executed Stipulation and Final Order of Dismissal with Prejudice has been filed.
5. REYNA acknowledges and agrees that she is responsible for, and will resolve, the payment of any and all bills and liens relating to the Accident and Pending Lawsuit, and that the COUNTY shall not be responsible for any portion of said bills and liens.
6. Each party shall bear their 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

Settlement Agreement
Amber V. Reyna v. Palm Beach County
Case No.: 2023 CA 004334

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. REYNA 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 she 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.



AMBER V. REYNA
Plaintiff



IVAN MALDONADO
Executive Director, Palm Tran

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: _____

**AMBER V. REYNA RELEASE OF CLAIMS TO PALM BEACH COUNTY
FOR SEPTEMBER 3, 2022 MOTOR VEHICLE ACCIDENT**

KNOW ALL MEN BY THESE PRESENTS:

AMBER V. REYNA ("REYNA") sued PALM BEACH COUNTY ("COUNTY") in a lawsuit presently styled Amber V. Reyna v. Palm Beach County, Case No. 2023 CA 004334, 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 September 3, 2022, on South Dixie Highway and East Central Boulevard in Lantana, Palm Beach County, Florida (the "Accident");

The undersigned, REYNA, being of lawful age and for the sole consideration of **ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000.00)** to the undersigned in hand paid, the receipt and sufficiency whereof is hereby acknowledged, does hereby for herself and for her agents, executors, administrators, successors, and assigns, release, acquit and forever discharge COUNTY, and its officers, agents, employees, commissioners, heirs, executors, administrators, successors, insurers, 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 only the Accident and the Pending Lawsuit.

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, which relate or pertain to the **Accident and Pending Lawsuit**.

FURTHERMORE, the undersigned agrees to resolve any 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 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 related only to the **Accident and Pending Lawsuit**, 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 the **Pending Lawsuit** and 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 she 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 only the **RELEASEES** arising out of the aforementioned **Accident**. The undersigned has had the benefit of consultation with the attorney of her choice with respect to the review and execution of this Release of All Claims and is executing this release knowingly, freely and voluntarily.

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

IN WITNESS HEREOF, I, AMBER V. REYNA, have hereunto set my hand and seal
this 5th day of November, 2024.

IN THE PRESENCE OF

Ann Marie Leonardis
WITNESS SIGNATURE

Amber V. Reyna

AMBER V. REYNA

Ann Marie Leonardis
(PRINT WITNESSES' NAME)

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing Release of All Claims was acknowledged before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, this 5th day of November, 2024, by Amber V. Reyna, in person / or virtually (circle one) who:

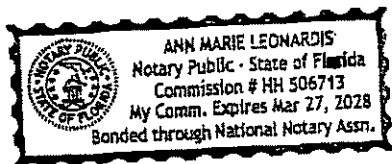
is personally known to me; OR
 has produced _____, as identification;

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]



Ann Marie Leonardis
Notary Public

My commission expires:

BUDGET AVAILABILITY STATEMENT
RISK MANAGEMENT

REQUEST DATE: 11/6/2024

REQUESTED BY: County Attorney

REQUESTED FOR: Amber V. Reyna v. Palm Beach County Board of County Commissioners

REQUESTED AMOUNT: \$150,000

AGENDA DATE: December 3, 2024

BUDGET ACCOUNT NUMBER:

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

BAS APPROVED BY: _____



Brian Palacios, Finance Director

DATE: 11/6/2024