

SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 14th day of January, 2025, by and between PALM BEACH COUNTY (the "COUNTY"), a political subdivision of the State of Florida, and RALPH BARQUIN and CAROL BARQUIN ("BARQUIN").

WHEREAS, BARQUIN sued the COUNTY and the FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") in a lawsuit presently styled **Ralph Barquin and Carol Barquin, husband and wife, Plaintiffs, v. Palm Beach County and Florida Department of Transportation, Case No. 2023-CA-006998-XXXX-MB, in the Fifteenth Judicial Circuit Court of Palm Beach County, Florida** (the "Pending Lawsuit"), for damages arising from a premise liability accident that occurred on or about January 7, 2021, approximately 90 feet north of the intersection of Congress Avenue and Collin Drive, on the westbound sidewalk of Congress Avenue ("Accident").

WHEREAS, the COUNTY has denied liability, causation, and damages, and has raised several affirmative defenses in the Pending Lawsuit; and

WHEREAS, the Parties hereto wish to amicably resolve the Pending Lawsuit without further litigation of the claims made and defenses raised therein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Within 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 and approval by the Palm Beach County Board of County Commissioners**, the COUNTY shall pay to Barquin the amount of **FIFTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$55,000.00)**, by a check made payable to Philip L. Valente, Jr. PA Trust Account; Tax ID: 65-0805302.
3. Within ten (10) days of receipt of the COUNTY'S payment, Philip L. Valente, Jr., Esquire, and BARQUIN 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. Philip L. Valente, Jr., Esquire, shall not disburse, and BARQUIN 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 as well as entry of the Order of Dismissal has been filed with the Court in the Pending Lawsuit.
5. BARQUIN acknowledges and agrees that they are responsible for, and will resolve, the payment of any and all bills, medical 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. BARQUIN, on behalf of themselves and their officers, 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 bills, liens or claims of lien.

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. BARQUIN shall 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.

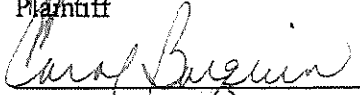
11. The Parties represent that no claim that has been, or could have been, raised in the Pending Lawsuit, and no claim to which this Settlement Agreement applies, has been assigned or otherwise transferred to any other person or entity not a party hereto.

Settlement Agreement
Ralph Barquin and Carol Barquin v. Palm Beach County
Case No.: 2023-CA-006998-XXXX-MB

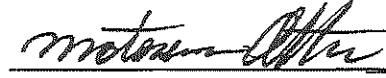
IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed as of the date first set forth above.



RALPH BARQUIN
Plaintiff



CAROL BARQUIN
Plaintiff



Motasem Al-Turk,
Division Director V, Traffic Division
Engineering and Public Works

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: _____



RALPH AND CAROL BARQUIN RELEASE OF CLAIMS TO PALM BEACH COUNTY FOR JANUARY 7, 2021, PREMISE LIABILITY ACCIDENT

KNOW ALL MEN BY THESE PRESENTS:

RALPH AND CAROL BARQUIN (“BARQUIN”) sued **PALM BEACH COUNTY (“COUNTY”)** in a lawsuit presently styled **Ralph Barquin and Carol Barquin, Plaintiffs, v. Palm Beach County and Florida Department of Transportation**, Case No. 2023-CA-006998-XXXX-MB, in the Fifteenth Judicial Circuit Court of Palm Beach County, Florida (the “**Pending Lawsuit**”), for damages arising from a premise liability accident that occurred on or about January 7, 2021, approximately 90 feet north of the intersection of Congress Avenue and Collin Drive, on the westbound sidewalk of Congress Avenue (the “**Accident**”);

The undersigned, **BARQUIN**, being of lawful age and for the sole consideration of **FIFTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$55,000.00)** to the undersigned in hand paid, the receipt and sufficiency whereof is hereby acknowledged, does hereby for themselves and for their 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 they hereby release 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 Medicare, 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 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 only the **RELEASEES** arising out of the aforementioned **Accident**. The undersigned has had the benefit of consultation with the attorney

of their 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, **RALPH BARQUIN**, have hereunto set my hand and seal this 26th day of November, 2024.

IN THE PRESENCE OF:

Brooke Myers
WITNESS SIGNATURE
Brooke Myers
(PRINT WITNESSES' NAME)

[Signature]
RALPH BARQUIN

STATE OF FL)
COUNTY OF Palm Beach)

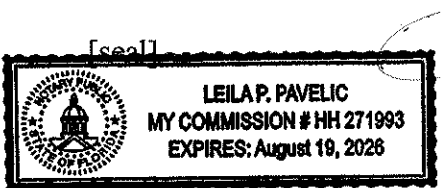
The foregoing Release of All Claims was acknowledged before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, this 26th day of November 2024, by Ralph Barquin, in person / or virtually (circle one) who:

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.



[Signature]
Notary Public
My commission expires:

IN THE PRESENCE OF:

Brooke Myers
WITNESS SIGNATURE

Carol Barquin
CAROL BARQUIN

Brooke Myers
(PRINT WITNESSES' NAME)

STATE OF FL)
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 26th day of November 2024, by Carol Barquin, 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]

Leila P. Pavelic

Notary Public
My commission expires:



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

CASE NO.: 502023CA006998XXXXMB (AN)

RALPH BARQUIN and CAROL BARQUIN,
husband and wife,
Plaintiffs,

v.

PALM BEACH COUNTY and FLORIDA
DEPARTMENT OF TRANSPORTATION,
Defendants.

STIPULATION FOR FINAL ORDER OF DISMISSAL WITH PREJUDICE

COMES NOW, Plaintiffs, **RALPH BARQUIN** and **CAROL BARQUIN**, with their attorney, joined by Co-Defendants, **PALM BEACH COUNTY** and **FLORIDA DEPARTMENT OF TRANSPORTATION**, by and through their attorneys, (collectively the “Parties”) 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 the Co-Defendants be dismissed with prejudice, each party to bear its own costs and attorney’s fees.

Dated this _____ day of January, 2025.

By: _____
Andrew M. Pelino, Esq.
Florida Bar No.: 882410
Senior Assistant County Attorney
300 N. Dixie Hwy., Ste. 359
West Palm Beach, FL 33401
apelino@pbc.gov, aairey@pbg.gov

By: _____
Philip L. Valente, Jr., Esq.
Florida Bar No.: 822124
Counsel for Plaintiff
1818 S. Australian Ave., Suite 302
West Palm Beach, FL 33409
phil@valentepa.com,
brooke@valentepa.com

By: _____
Luke G. Ford, Esq.
Florida Bar No.: 121839
Justin J. Quintero, Esq.
Florida Bar No.: 1038905
Counsel for FDOT
135 San Lorenzo Ave, Suite 820
Coral Gables, FL 33416
lford@alayonlaw.com, jquintero@alayonlaw.com

RALPH AND CAROL BARQUIN RELEASE OF CLAIMS TO PALM BEACH COUNTY FOR JANUARY 7, 2021, PREMISE LIABILITY ACCIDENT

KNOW ALL MEN BY THESE PRESENTS:

RALPH AND CAROL BARQUIN (“BARQUIN”) sued **PALM BEACH COUNTY (“COUNTY”)** in a lawsuit presently styled **Ralph Barquin and Carol Barquin, Plaintiffs, v. Palm Beach County and Florida Department of Transportation**, Case No. 2023-CA-006998-XXXX-MB, in the Fifteenth Judicial Circuit Court of Palm Beach County, Florida (the “**Pending Lawsuit**”), for damages arising from a premise liability accident that occurred on or about January 7, 2021, approximately 90 feet north of the intersection of Congress Avenue and Collin Drive, on the westbound sidewalk of Congress Avenue (the “**Accident**”);

The undersigned, **BARQUIN**, being of lawful age and for the sole consideration of **FIFTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$55,000.00)** to the undersigned in hand paid, the receipt and sufficiency whereof is hereby acknowledged, does hereby for themselves and for their 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 they hereby release 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 Medicare, 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 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 only the **RELEASEES** arising out of the aforementioned **Accident**. The undersigned has had the benefit of consultation with the attorney

of their 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 WHEREOF, I, **RALPH BARQUIN**, have hereunto set my hand and seal this 26th day of November, 2024.

IN THE PRESENCE OF:

Brooke Myers
WITNESS SIGNATURE
Brooke Myers
(PRINT WITNESSES' NAME)

[Signature]
RALPH BARQUIN

STATE OF FL)
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 26th day of November 2024, by Ralph Barquin, 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.



[Signature]
Notary Public
My commission expires:

IN THE PRESENCE OF:

Brooke Myers
WITNESS SIGNATURE

Carol Barquin
CAROL BARQUIN

Brooke Myers
(PRINT WITNESSES' NAME)

STATE OF FL)
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 10th day of November 2024, by Carol Barquin, 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]

Leila P. Pavelic

Notary Public
My commission expires:



BUDGET AVAILABILITY STATEMENT
RISK MANAGEMENT

REQUEST DATE: 12/5/2024

REQUESTED BY: County Attorney

REQUESTED FOR: Ralph Barquin and Carol Barquin v. Palm Beach County Board of County Commissioners

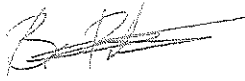
REQUESTED AMOUNT: \$55,000

AGENDA DATE: January 14, 2025

BUDGET ACCOUNT NUMBER:

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

BAS APPROVED BY: _____


Brian Palacios, Finance Director

DATE: 12/5/2024