

CONDITIONAL SETTLEMENT AGREEMENT

WHEREAS, the undersigned has a lawsuit against CITY OF WEST PALM BEACH, PALM BEACH COUNTY, CITY OF LAKE WORTH, CITY OF RIVIERA BEACH and TOWN OF PALM BEACH, styled *STEPHEN P. PADILLA, as Personal Representative of the Estate of HERMINIO PADILLA, JR., Decedent v. CITY OF WEST PALM BEACH, PALM BEACH COUNTY, CITY OF LAKE WORTH, CITY OF RIVIERA BEACH, AND TOWN OF PALM BEACH* filed in the Fifteenth Judicial Circuit In and For Palm Beach County, Florida, Case No. 50-2015CA014143XXXXMBAN.

The parties, STEPHEN P. PADILLA, as Personal Representative of the Estate of HERMINIO PADILLA, JR., Decedent and CITY OF WEST PALM BEACH, PALM BEACH COUNTY, CITY OF LAKE WORTH, CITY OF RIVIERA BEACH, and TOWN OF PALM BEACH have reached a settlement of all claims that exist or may exist against CITY OF WEST PALM BEACH, PALM BEACH COUNTY, CITY OF LAKE WORTH, CITY OF RIVIERA BEACH, TOWN OF PALM BEACH and the EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITIES OPERATION BOARD (as further described as "ECR BOARD"), and their respective officials, officers, employees or agents, in their official or individual capacity. This settlement is contingent on further approval by the CITY OF WEST PALM BEACH'S, PALM BEACH COUNTY'S, CITY OF LAKE WORTH'S, CITY OF RIVIERA BEACH'S, and TOWN OF PALM BEACH'S Commission and/or Board and as further set forth in each Defendants' and Code of Ordinances and the entire settlement is contingent on each and every Defendants' Commission or Board approving the settlement. Upon such approval of each Commission or Board, each Defendant shall forward a copy of the signed resolution approving the settlement to all parties to this agreement. Upon approval, CITY OF WEST PALM BEACH,

PALM BEACH COUNTY, CITY OF LAKE WORTH, CITY OF RIVIERA BEACH, and TOWN OF PALM BEACH agrees to settle this claim in the amount of \$400,000.00. Upon approval as further described herein, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, CITY OF LAKE WORTH, CITY OF RIVIERA BEACH, and TOWN OF PALM BEACH agree to pay to \$300,000.00, an amount equal to that which is allowed by law, and the remaining \$100,000.00 of the settlement will be paid in accordance with further legislation of the Florida legislature as required by law. CITY OF WEST PALM BEACH, PALM BEACH COUNTY, CITY OF LAKE WORTH, CITY OF RIVIERA BEACH, and TOWN OF PALM BEACH will not oppose any "claims bill" that is presented to the Florida Legislature and Governor.

Upon approval as further described herein, the \$300,000.00 settlement shall be paid by each Defendant, as follows, the CITY OF WEST PALM BEACH shall pay \$92,727.00, PALM BEACH COUNTY shall pay \$68,181.00, the TOWN OF PALM BEACH shall pay \$27,273.00, the CITY OF RIVIERA BEACH shall pay \$43,638.00 and the CITY OF LAKE WORTH shall pay \$68,181.00. Payment shall be due within 14 days after receipt of the signed resolution of each and every Defendant approving the settlement. If the Claims Bill is passed by the Florida Legislature and the Governor, the remaining \$100,000.00 settlement shall be paid by each Defendant, as follows, the CITY OF WEST PALM BEACH shall pay \$54,091.00, PALM BEACH COUNTY shall pay \$22,272.00, the TOWN OF PALM BEACH shall pay \$4,545.50, the CITY OF RIVIERA BEACH shall pay \$7,273.00 and the CITY OF LAKE WORTH shall pay \$11,363.50.

In the event the Claims Bill does not pass, the parties, STEPHEN P. PADILLA, as Personal Representative of the Estate of HERMINIO PADILLA, JR., Decedent and CITY OF WEST PALM BEACH, PALM BEACH COUNTY, CITY OF LAKE WORTH, CITY OF RIVIERA

BEACH, and TOWN OF PALM BEACH agrees to settle for the lesser sum of \$300,000.00 as consideration and inducement to settlement. Plaintiff agrees to dismiss his claims with prejudice against each Defendant named herein. The CITY OF WEST PALM BEACH agrees to waive its Workers' Compensation Lien. In addition, the CITY OF WEST PALM BEACH shall recommend in good faith the renaming of a road at the ECR after Herminio Padilla, Jr., and the establishment of a bench with a plaque memorializing Herminio Padilla, Jr.

STEPHEN P. PADILLA, as Personal Representative of the Estate of HERMINIO PADILLA, JR., Decedent, agrees to accept said amounts in complete and total satisfaction of all claims that they may have against the CITY OF WEST PALM BEACH, PALM BEACH COUNTY, CITY OF LAKE WORTH, CITY OF RIVIERA BEACH, TOWN OF PALM BEACH, and the ECR BOARD, their respective officials, officers, employees (both presently or previously employed) or agents, in their official and/or individual capacity, from the beginning of the world to the date of this settlement. This settlement specifically includes any and all claims against CITY OF WEST PALM BEACH, PALM BEACH COUNTY, CITY OF LAKE WORTH, CITY OF RIVIERA BEACH, TOWN OF PALM BEACH, and the ECR BOARD arising from an incident which occurred on January 17, 2015 in West Palm Beach, Palm Beach County, Florida. STEPHEN P. PADILLA, as Personal Representative of the Estate of HERMINIO PADILLA, JR., Decedent, agrees to execute general releases in the form prepared by attorneys for the CITY OF WEST PALM BEACH, PALM BEACH COUNTY, CITY OF LAKE WORTH, CITY OF RIVIERA BEACH, TOWN OF PALM BEACH, and ECR BOARD and containing language agreeing to release, hold harmless and indemnify CITY OF WEST PALM BEACH, PALM BEACH COUNTY, CITY OF LAKE WORTH, CITY OF RIVIERA BEACH, TOWN OF PALM BEACH, and the ECR BOARD, their officials, officers, employees (both presently and previously

employed) or agents in their official or individual capacity, from any further liability, responsibility or obligation whatsoever, growing out of the matter at hand, as well as any other potential claims that they may have against CITY OF WEST PALM BEACH, PALM BEACH COUNTY, CITY OF LAKE WORTH, CITY OF RIVIERA BEACH, TOWN OF PALM BEACH, and the ECR BOARD, and their officials, officers, employees or agents, in their official and/or individual capacity (the "Released Parties"), from the beginning of the world to this present date. STEPHEN P. PADILLA, as Personal Representative of the Estate of HERMINIO PADILLA, JR., Decedent, agrees to execute any and all Medicare status forms according to Section 111 of the Medicare, Medicaid, and Schip Extension Act of 20067; and or any Addendum to Settlement Agreement and General Releases with regard to Medicare's Interest that may be required by Rule of Law. The parties agree that this settlement is contingent upon there being no liens under said Act. STEPHEN P. PADILLA, as Personal Representative of the Estate of HERMINIO PADILLA, JR., Decedent, further agrees to satisfy all liens and outstanding obligations, whether medical or otherwise. However, Plaintiff is not indemnifying or holding the defendants' or the Released Parties, including the ECR BOARD, harmless for any claims or cross claims and/or demands for payment by and/or between the defendants' or the Released Parties or their insurance companies.

As a further consideration and inducement for this compromise settlement and specifically, for the amounts contributed by each Defendant to the settlement, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, CITY OF LAKE WORTH, CITY OF RIVIERA BEACH, TOWN OF PALM BEACH and the ECR BOARD, each has acquitted, released, exonerated, and discharged, and does hereby acquit, release, exonerate, and discharge each other, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, TOWN OF PALM BEACH, CITY OF RIVIERA BEACH, CITY OF LAKE WORTH and the ECR BOARD, and their officials, officers, agents,

employees, directors, representatives, successors, legal representatives and assigns, individually and in their official capacities, of and from any and all obligations, liability, or responsibility under the laws of the State of Florida, and of any other State of the United States of America, for, from, upon, under or on account of or growing or arising out of said claim or said action, including (but not by the specific references excluding any other element of obligation, liability or responsibility in respect to said occurrence) all damages, losses, costs, charges, and expenses, of every kind, nature and character, now existing or hereafter arising, known or unknown or hereafter becoming known, accrued, or hereafter accruing, resulting directly or indirectly, approximately or remotely, from all and any of the matters and things embraced in said claim and in said action, including but not limited to, all claims arising from that certain incident which occurred on or about January 17, 2015 in Palm Beach County, Florida, and does hereby acknowledge full and complete compromise and settlement.

Each party will bear its own costs and attorney fees.

LANCE C. IVEY, ESQ.
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Northbridge Center, 10th Fl.
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West Palm Beach, FL 33401
Counsel for Plaintiffs
PHONE: 561-655-1990
FAX: 561-832-2932

Date _____

STEPHEN P. PADILLA, as Personal
Representative of the Estate of Herminio
Padilla, Jr., Decedent

Date _____

Date _____

SHAWNA G. LAMB, ESQ.
City of West Palm Beach
401 Clematis St., 5th Fl.
West Palm Beach, FL 33401
Counsel for Defendant City of WPB
PHONE: 561-822-1355
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Date _____

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Date _____

LYMAN H. REYNOLDS, JR., ESQ.
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GENERAL RELEASE

WHEREAS, the undersigned has a lawsuit against the CITY OF WEST PALM BEACH, PALM BEACH COUNTY, TOWN OF PALM BEACH, CITY OF RIVIERA BEACH and CITY OF LAKE WORTH, styled *STEPHEN P. PADILLA, as Personal Representative of the Estate of HERMINIO PADILLA, JR., Decedent v. CITY OF WEST PALM BEACH, PALM BEACH COUNTY, CITY OF LAKE WORTH, CITY OF RIVIERA BEACH, AND TOWN OF PALM BEACH*, filed in the Fifteenth Judicial Circuit, In and For Palm Beach County, Florida, Case No.: 50-2015CA014143XXXXMBAN; and

WHEREAS, the parties to this Release desire to compromise and settle the claim rather than to incur the expense and uncertainty of the result of litigation; and

NOW THEREFORE, in consideration of the premises, in the absence of which this Release would not be executed and delivered by the undersigned nor accepted by Defendants, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, TOWN OF PALM BEACH, CITY OF RIVIERA BEACH AND CITY OF LAKE WORTH, and of the benefits and advantages anticipated by the undersigned and by Defendants, CITY OF WEST PALM BEACH, PALM BEACH COUNTY, TOWN OF PALM BEACH, CITY OF RIVIERA BEACH AND CITY OF LAKE WORTH from the compromise and settlement of said claim and said action, and in consideration also of the sum of FOUR HUNDRED THOUSAND and 00/100 Dollars (\$400,000.00) and the following conditions:

1. The Defendants shall pay \$300,000.00 to Plaintiff pursuant to the following breakdown:

CITY OF WEST PALM BEACH \$92,727.00,
PALM BEACH COUNTY \$68,181.00,
TOWN OF PALM BEACH \$27,273.00,
CITY OF RIVIERA BEACH \$43,638,
CITY OF LAKE WORTH \$68,181.00; and

2. Thereafter, the Defendants are in agreement with and in support of Plaintiff obtaining a Claims Bill for the remaining \$100,000. Assuming the Claims Bill is passed, Defendants will pay accordingly:

CITY OF WEST PALM BEACH \$54,091.00,
PALM BEACH COUNTY \$22,727.00,
TOWN OF PALM BEACH \$4,545.50,
CITY OF RIVIERA BEACH \$7,273.00,
CITY OF LAKE WORTH \$11,363.50; and

3. The above listed settlement amounts are contingent upon each Defendants' Commission or Board's Approval. Each Defendant agrees to put forth the terms of this agreement forward in Good Faith and as soon as possible; and
4. Plaintiff agrees to dismiss his claims with prejudice against each Defendant named herein. In addition, Plaintiff agrees these settlement amounts also release the EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITIES OPERATION BOARD as established in the Interlocal Agreement; and
5. CITY OF WEST PALM BEACH agrees to waive its Workers' Compensation Lien; and
6. CITY OF WEST PALM BEACH shall recommend in good faith the renaming of a road at

the EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITIES after Herminio Padilla, Jr.; and

7. CITY OF WEST PALM BEACH shall recommend in good faith the establishment of a bench with a plaque memorializing Herminio Padilla, Jr.; and
8. Each party is to bear their own costs and attorney fees; and
9. This Release applies to CITY OF WEST PALM BEACH, PALM BEACH COUNTY, TOWN OF PALM BEACH, CITY OF RIVIERA BEACH, CITY OF LAKE WORTH, PGCS CLAIM SERVICES, and the EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITIES OPERATION BOARD, and their respective agents and employees, individually and in their official capacities; and
10. The parties agree to enter into a stipulation of dismissal with prejudice of the above referenced cause of action.

The undersigned in hand paid by the CITY OF WEST PALM BEACH, PALM BEACH COUNTY, TOWN OF PALM BEACH, CITY OF RIVIERA BEACH, CITY OF LAKE WORTH and the receipt of which is hereby acknowledged, the undersigned has acquitted, released, exonerated, and discharged, and does hereby acquit, release, exonerate, and discharge CITY OF WEST PALM BEACH, PALM BEACH COUNTY, TOWN OF PALM BEACH, CITY OF RIVIERA BEACH, CITY OF LAKE WORTH, PGCS CLAIM SERVICES, and the EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITIES OPERATION BOARD, and its officials, officers, agents, employees, directors, representatives, successors, legal representatives and assigns, individually and in their official capacities (the "Released Parties"), of and from any and all obligations, liability, or responsibility under the laws of the State of Florida, and of any other State of the United States of America, for, from, upon, under or on account of or growing or arising out of said claim or said action, including (but not by the specific references excluding any other element of obligation, liability or responsibility in respect to said occurrence) all damages, losses, costs, charges, and expenses, of every kind, nature and character, now existing or hereafter arising, known or unknown or hereafter becoming known, accrued, or hereafter accruing, resulting directly or indirectly, approximately or remotely, from all and any of the matters and things embraced in said claim and in said action, including but not limited to, all claims arising from that certain incident which occurred on or about January 17, 2015 in Palm Beach County, Florida, and does hereby acknowledge full and complete compromise and settlement, accord and satisfaction and payment thereof and therefore from CITY OF WEST PALM BEACH, PALM BEACH COUNTY, TOWN OF PALM BEACH, CITY OF RIVIERA BEACH, CITY OF LAKE WORTH and the EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITIES OPERATION BOARD.

As a further consideration and inducement for this compromise settlement, the undersigned agrees to indemnify, protect and save harmless all parties named in this Release, from all judgments, costs and expenses whatsoever arising on account of any action, claim or demand which anyone (individual, firm or corporation) may hereafter bring or assert on account of any injury, loss or damage resulting from the subject matter of the contentions, claims or action above-mentioned. However, Plaintiff is not indemnifying or holding the defendants' or the Released Parties, including the EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITIES OPERATION BOARD, harmless for any claims or cross claims and/or demands for payment by and/or between the defendants' or the Released Parties or the EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITIES OPERATION BOARD or their insurance companies.

The hereinabove recited consideration is the full, complete and entire consideration for this Release, and there is no agreement, oral or written, expressed or implied, whereby the undersigned is to receive at any time or

in any event or upon the happening of any contingency or upon the development or discovery of any fact, circumstance, or condition any further consideration of any kind whatsoever from said the CITY OF WEST PALM BEACH, PALM BEACH COUNTY, TOWN OF PALM BEACH, CITY OF RIVIERA BEACH, CITY OF LAKE WORTH and the EAST CENTRAL REGIONAL WASTEWATER FACILITIES OPERATION BOARD, for or on account of any other matter, circumstance or thing whatsoever; and in consideration of the premises, the undersigned hereby agrees that it will not, and that its heirs, legal representatives and assigns shall not, hereafter file or institute in any court any other suit against CITY OF WEST PALM BEACH, PALM BEACH COUNTY, TOWN OF PALM BEACH, CITY OF RIVIERA BEACH, CITY OF LAKE WORTH and the EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITIES OPERATION BOARD, or officials, officers, agents, or employees, for or on account of or in respect of said claim or any of the matters and things alleged in said action, and that to any other suit or action which nevertheless may be hereafter brought on account or in respect of any of the matters and things involved in said claim and in said action this Release shall be a complete and conclusive defense.

The undersigned further agrees to satisfy any and all personal injury protection liens, health insurance liens, hospital liens, attorney's charging liens, or other liens which have arisen or may arise as a result of benefits payable to the undersigned for injuries sustained or earnings lost, or expenses incurred arising out of the above accident. The undersigned further agrees to indemnify CITY OF WEST PALM BEACH, PALM BEACH COUNTY, TOWN OF PALM BEACH, CITY OF RIVIERA BEACH, CITY OF LAKE WORTH and the EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITIES OPERATION BOARD and the Released Parties from such claims and also agrees to pay such claims out of the proceeds of this settlement.

In partial consideration for the payments made under the terms of this Release and Settlement Agreement *STEPHEN P. PADILLA, as Personal Representative of the Estate of HERMINIO PADILLA, JR., Decedent*, agrees, promises and warrants that any and all liens, including hospital liens, emergency medical services care, ambulance, fire rescue liens, medical liens, insurance liens, Medicare liens or past conditional payments, Medicaid liens, or any liens asserted by any governmental entities or agencies whatsoever and any and all other liens, bills or claims arising out of or related to the incident referenced above, and the claimed injuries to *STEPHEN P. PADILLA, as Personal Representative of the Estate of HERMINIO PADILLA, JR., Decedent*, will be fully resolved by *STEPHEN P. PADILLA, as Personal Representative of the Estate of HERMINIO PADILLA, JR., Decedent*, out of the proceeds of the settlement referenced herein before the proceeds are disbursed to *STEPHEN P. PADILLA, as Personal Representative of the Estate of HERMINIO PADILLA, JR., Decedent*, by his attorneys. *STEPHEN P. PADILLA, as Personal Representative of the Estate of HERMINIO PADILLA, JR., Decedent*, further agrees, promises and warrants that he will be, individually and solely, responsible to any lien holder, claimant or creditor for any such liens or outstanding bills or charges for her medical treatment related to this incident and that City will have no responsibility or obligation whatsoever for any such liens, bills, claims or charges specifically including liens for any "past conditional payments" or future set-aside obligations through Medicare.

STEPHEN P. PADILLA, as Personal Representative of the Estate of HERMINIO PADILLA, JR., Decedent, agrees to indemnify, hold harmless and defend CITY OF WEST PALM BEACH, PALM BEACH COUNTY, TOWN OF PALM BEACH, CITY OF RIVIERA BEACH, CITY OF LAKE WORTH and the EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITIES OPERATION BOARD against loss, cost, expense or liability imposed upon or incurred by CITY OF WEST PALM BEACH, PALM BEACH COUNTY, TOWN OF PALM BEACH, CITY OF RIVIERA BEACH, CITY OF LAKE WORTH and the EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITIES BOARD arising from, relating to or concerning Medicare conditional payments and/or the Medicare Set-Aside trust related to or arising from this incident. *STEPHEN P. PADILLA, as Personal Representative of the Estate of HERMINIO PADILLA, JR., Decedent*, waives any claim or cause of action, *STEPHEN P. PADILLA, as Personal Representative of the Estate of HERMINIO PADILLA, JR., Decedent*, may have against the CITY OF WEST PALM BEACH, PALM BEACH COUNTY, TOWN OF PALM BEACH, CITY OF RIVIERA BEACH, CITY OF LAKE WORTH and the EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITIES OPERATION BOARD under the

Medicare Secondary Payer Act (MSP) pursuant to 42 USC §1395y(b)(3)(A) if Medicare finds an allocation insufficient.

The undersigned has read this Release in the presence of their attorney in said cause, and understand the purpose, tenor and effect of this Release. It contains and sets forth the entire agreement between the parties hereto, and there is no part of the agreement between them in respect of the premises which is not fully, completely, accurately and truly set forth herein.

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

IN WITNESS WHEREOF, _____ has/ have hereunto set his/her hand and seal, in the City of West Palm Beach, Palm Beach County, Florida, this _____ day of _____, 2018.

Signed, sealed and delivered in the presence of:

Witness:

By: _____
STEPHEN P. PADILLA, as Personal Representative of the Estate of HERMINIO PADILLA, JR., Decedent

The foregoing General Release was acknowledged before me this ____ day of _____, 2018, by _____, who:

„is/are personally known to me or „has/have produced _____ as identification and who did not take an oath.

NOTARY PUBLIC
State of Florida

Printed Name of Notary

My Commission Expires: _____