

# SANTA ROSA COUNTY

## DEPARTMENT OF HUMAN RESOURCES AND RISK MANAGEMENT

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DEVANN COOK  
DIRECTOR

### Memorandum

**To:** Santa Rosa County Board of Commissioners

**From:** DeVann Cook, Director, Human Resources *DeVann*

**Through:** Tony Gomillion, County Administrator

**Re:** Pugh vs. Santa Rosa County Settlement

**Date:** April 6, 2016

#### RECOMMENDATION

I recommend approval of settlement, in the amount of \$75,000.00, negotiated during a mediation with claimant Jewel Pugh.

#### BACKGROUND

On August 10, 2010, Ms. Pugh's automobile was struck from behind by another privately-owned vehicle, causing significant injury to her neck. A Santa Rosa County vehicle, operated by a now retired Santa Rosa County employee, passed Ms. Pugh just prior to the collision. Although the County vehicle was not involved in the actual collision, his actions were considered to be a contributing factor to the accident. Ms. Pugh's medical expenses exceed \$700,000.00. Her outstanding medical bills exceed \$300,000.00

This accident fell under our automobile self-insurance program. Warner and Warner were engaged to represent the County. As part of the process, a mediation was held between Santa Rosa County, the insurance company for the driver that struck Ms. Pugh and Ms. Pugh. The other driver had minimal liability coverage and her insurance company paid out their policy

limits. The Warner Firm negotiated a settlement agreement of \$75,000.00. This settlement will release Santa Rosa County of all claims and expenses related to this accident. I should also point out that if we go to trial, the defense costs could be an additional \$25,000.00 to \$30,000.00. Should we lose at trial, our exposure is \$200,000.00, plus defense costs.

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT  
IN AND FOR SANTA ROSA COUNTY, FLORIDA

JEWEL PUGH,

Plaintiff,

v.

CASE NO.: 2013-CA-820

SANTA ROSA COUNTY and  
SABRINA WILLIAMS

Defendants.

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**SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into by and between Plaintiff, Jewel Pugh, (hereinafter referred to as "Plaintiff") and Defendant, Santa Rosa County, Florida, its Board of County Commissioners, Agencies, Subdivisions, Employees and Officials (hereinafter "Santa Rosa County" or "County"). The Plaintiff agrees to settle her claims against Santa Rosa County, as follows:

1. Plaintiff filed her Amended Complaint on or about April 29, 2014, alleging the negligence of Santa Rosa County, concerning an automobile collision that occurred on August 10, 2010. The County filed its Answer denying the allegations in the Amended Complaint and asserting various Affirmative Defenses.

2. The Plaintiff agrees to accept from the County the sum of Seventy-Five Thousand Dollars (\$75,000.00), inclusive of attorney's fees and costs, in full settlement of any and all claims against the County arising from the incident described in her Amended Complaint. The settlement funds shall be made payable to \_\_\_\_\_, whose Federal Tax I.D. # is \_\_\_\_\_. Payment of said settlement funds shall be made no later than twenty (20) days after this

Settlement Agreement is approved by the Board of County Commissioners for Santa Rosa County, Florida.

3. The parties acknowledge and agree that this settlement is contingent upon the approval of the Board of County Commissioners for Santa Rosa County, Florida, as is required by Florida's Sunshine Law. In the event that the Board of County Commissioners for Santa Rosa County, Florida, does not approve this Settlement Agreement, as is, then this Settlement Agreement shall be deemed void and shall not be binding on any party hereto for any purposes.

4. The Plaintiff acknowledges that she was not married on August 10, 2010, i.e. the date of the incident referenced in her amended complaint, and that there is no claim or potential claim for loss of consortium arising from said incident.

5. The Plaintiff acknowledges that the County is not admitting any liability whatsoever by the payment of the funds referenced in Paragraph #2 above, and that settlement of her claim against the County shall not be admissible for any purpose(s) whatsoever in any other claim, proceeding, or litigation, except for proceedings to enforce the terms of this Settlement Agreement.

6. In the event there are any liens pending as a result of the incident set forth in Plaintiff's Amended Complaint, the Plaintiff shall be solely responsible for the payment of any and all such liens, as well as for any and all medical bills, expenses, liens, and subrogation claims, asserted by or on behalf of any insurer or healthcare provider, including but not limited to the Federal Government, Medicaid, Medicare, Sacred Heart Hospital, Blue Cross Blue Shield of Alabama, University of Alabama at Birmingham, State Farm, and Our Lady of Peace, and shall hold harmless Santa Rosa

County from any and all claims and liability associated with such liens, including but not limited to those liens referenced in Exhibits A and B hereto.

7. The Plaintiff agrees to execute the General Release, attached hereto as Exhibit C, wherein she fully releases the County, its Agencies and Subdivisions, its Board Members, employees, agents and representatives, in their official and individual capacities, including, but not limited to, Wilson Tompkins, from any and all liability related to or arising from the incident described in her Amended Complaint.

8. Upon receipt of the funds referenced in Paragraph #2 above, the Plaintiff shall effectuate the dismissal with prejudice of the pending action litigation against the County, in the case of, Jewel Pugh v. Santa Rosa County, and Sabrina A. Williams, Case No. 2013-CA-820, pending in the Circuit Court of the First Judicial Circuit, in and for Santa Rosa County, Florida.

9. The parties agree that each shall be responsible for the payment of its own attorneys' fees and costs related to this action.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
JEWEL PUGH  
Plaintiff

\_\_\_\_\_  
Roy Andrews, Esq.  
Santa Rosa County Attorney

\_\_\_\_\_  
Adrian R. Bridges, Esq.  
MICHLES & BOOTH, P.A.  
501 Brent Lane  
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*Counsel for Plaintiff*

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*Counsel for Defendant,  
Santa Rosa County, Florida*