

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT  
IN AND FOR FLAGLER COUNTY, FLORIDA

SAMANTHA WHITFIELD,

Plaintiff,

v.

Case No. 2024-CA-000544

FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS,

Defendant.

\_\_\_\_\_/

**DEFENDANT, FLAGLER COUNTY BOARD OF COUNTY  
COMMISSIONERS, MOTION FOR FINAL SUMMARY JUDGMENT AND  
INCORPORATED MEMORANDUM OF LAW**

Defendant, FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter “Flagler County”), by and through its counsel, undersigned, pursuant to Rule 1.510, Florida Rules of Civil Procedure, hereby files its Motion for Final Summary Judgment and Incorporated Memorandum of Law, and states as follows in support:

**I. BACKGROUND**

1. Plaintiff, SAMANTHA WHITFIELD (hereinafter “Plaintiff”), filed her Complaint on or about October 8, 2024. A true and accurate copy of the same is attached hereto as **Exhibit “A.”** In that Complaint, Plaintiff listed only one count: a claim of Public Whistleblower Retaliation.

2. On or about August 21, 2025, Plaintiff filed an Amended Complaint adding a count of Gender Discrimination and Disability Discrimination. A true and accurate copy of the same is attached hereto as **Exhibit “B.”**

3. Plaintiff alleges that she is a protected whistleblower and a member of a protected class due to her actual and/or perceived disability, gender, and that she was retaliated against after reporting Defendant's unlawful employment practices. *See Exhibit B* at ¶ 3.

4. On or about February 23, 2026, Plaintiff provided deposition testimony in this matter. A true and accurate copy of the transcript is attached hereto as **Exhibit "C."**

5. Defendant hired Plaintiff in August of 2019. *See Exhibit B* at ¶ 6.

6. Plaintiff was initially hired as a Risk Manager. *See Exhibit C* p.26: 10-16.

7. In 2024, Plaintiff was promoted to Human Resources Manager. *Id* at p.28:11-17.

8. At the time of Plaintiff's promotion, the HR Director at the time, Pamela Wu, was going to be going out on FMLA leave, which meant Plaintiff had more responsibility as well as her risk manager duties, since they had not found Plaintiff's replacement. *Id* at p.30: 3-21.

9. Around March of 2024, Plaintiff was offered another position with another local city. *Id* at P.42: 15-25; p.43: 1.

10. However, when Plaintiff was offered the position with the city of Ormond Beach to be a risk manager, Plaintiff turned it down because Pamela Wu offered her the role of HR Manager and matched her pay. *Id* at pgs. 42 and 43.

11. Plaintiff initiated a meeting with Anita Stoker, Michelle Brokaw, Pamela Wu, and Kelly Papa about a week before her July 19, 2024, resignation. In that meeting,

she told her co-workers that she had found a new job, one that would allow her to work remotely, and that she was going to be taking that position and resigning from the County.

12. Plaintiff submitted two letters of resignation, one that stated her last day of employment would be July 19, 2024. This letter was submitted to Heidi Petitio and Jorge Salinas. A true and accurate copy of the letter is attached hereto as **Exhibit “D.”**

13. Plaintiff stated that the signature on this letter of resignation was hers. *See Exhibit C* p.61: 23-25; 62:1; 63: 5-6.

14. Plaintiff also submitted another letter of resignation to Pamela Wu back when she was thinking about taking the job at Ormond Beach. A true and accurate copy of the letter is attached hereto as **Exhibit “E.”**

15. Plaintiff admitted that she also signed this letter of resignation. *See Exhibit C* p.65; 6-8.

16. Plaintiff admitted that the two letters of resignation never mentioned any retaliation or discrimination. *Id.* at 65: 9-13.

17. Plaintiff also sent a text message to one of her co-workers, Chelsie Torres, that stated, “Today is my last day in the office with Flagler County. I will be working a few hours a week and using my PL to make me hold until I run out of PL sometime in August. Hopefully by then, Pam will have a replacement for me. I have decided to move on.” A true and accurate copy of the text message is attached hereto as **Exhibit “F.”**

18. Plaintiff also admitted that on a Personnel Action Form that was entered on July 19, 2024, the reason for Plaintiff leaving Flagler County was officially documented as

“Resigned.” See **Exhibit C** p.69: 9-11. A true and accurate copy of the Personnel Action Form is attached hereto as **Exhibit “G.”**

## **II. STANDARD OF REVIEW**

Effective May 1, 2021, Florida adopted the federal summary judgment standard. See *In re: Amendments to Fla. Rule of Civ. Procedure 1.510*, 317 So. 3d 72 (Fla. 2021). The Florida Supreme Court adopted the federal summary judgment standard and reasoned that by doing so, “Florida litigants and judges will get the full benefit of the large body of case law interpreting and applying federal rule 56.” *Id.* at 74-75.

In following this federal standard, summary judgment is appropriate when no genuine issue of material fact exists and entitles the moving party to judgment as a matter of law. Fed.R.Civ.P. 56(c). On such a motion, the Court is only compelled to make reasonable inferences in favor of the non-moving party. *Tinker v. Beesley*, 429 F.3d 1324, 1326 (11th Cir. 2005). Once the Court has determined the relevant set of facts and drawn all inferences in favor of the nonmoving party to the extent supportable by the record, the reasonableness of the defendant’s actions is a pure question of law. *Penley v. Eslinger*, 605 F.3d 843, 848-49 (11th Cir. 2010). A mere scintilla of evidence in support of the non-moving party’s position is insufficient to defeat a motion for summary judgment. *Kesinger v. Herrington*, 381 F.3d 1243, 1247 (11th Cir. 2004); *Brooks v. Prospect of Orlando, Co.*, 2017 U.S. Dist. LEXIS 202881 (M.D. Fla. 2017). A nonmoving party, opposing a motion for summary judgment, cannot meet the burden of coming forth with relevant competent evidence by simply relying on legal conclusions. *Avirgan v. Hull*, 932 F.2d 1572, 1577 (11th Cir. 1991). The evidence presented cannot consist of conclusory allegations or legal

conclusions. *Id.*; *Ellis v. England*, 432 F.3d 1321, 1326 (11th Cir. 2005) (Conclusions and unsupported factual allegations are legally insufficient to defeat a motion for summary judgment.); *Leigh v. Warner Bros., Inc.*, 212 F.3d 1210, 1217 (11th Cir. 2000) (Conclusory allegations without specific supporting facts have no probative value.). Accordingly, any factual issue must have a real basis in the record. *Pace v. Capobianco*, 283 F.3d 1275, 1278 (11<sup>th</sup> Cir. 2002).

The Florida Supreme Court has established that, “[i]n Florida it will no longer be plausible to maintain that ‘the existence of any competent evidence creating an issue of fact, however credible or incredible, substantial or trivial, stops the inquiry and precludes summary judgment, so long as the ‘slightest doubt’ is raised.’” *In re: Amendments to Fla. Rule of Civ. Procedure 1.510*, 317 So. 3d at 76.

Notably, those applying the new rule 1.510 must recognize that “a moving party that does not bear the burden of persuasion at trial can obtain summary judgment without disproving the nonmovant’s case.” *In re: Amendments to Fla. Rule of Civ. Procedure 1.510*, 317 So. 3d at 75.

### **III. ARGUMENT**

#### **A. Plaintiff Voluntarily Resigned from her job**

Absent evidence to the contrary, retirement or resignation is presumed to be a voluntary act. *Covington v. Dept. of Health and Human Services*, 750 F.2d 937, 941 (Fed. Cir. 1984). "A voluntary act is an act proceeding from one's own choice or full consent unimpelled by another's influence." *Paroczay v. Hodges*, 219 F. Supp. 89, 93-94 (D.D.C. 1963). However, an action cannot be voluntary if it is performed as a result of duress. *City*

*of Miami v. Kory*, 394 So.2d 494 (Fla. 3d DCA), *rev. denied*, 407 So.2d 1104 (Fla. 1981).” Duress involves a step beyond mere illegality and implies that a person has been unlawfully constrained or compelled by another to perform an act under circumstances which prevent the exercise of free will." *Fruhauf Southwest Garment Co. v. United States*, 126 Ct. Cl. 51, 111 F. Supp. 945, 952 (1953). In order to show duress, a plaintiff must show (1) that one side involuntarily accepted the terms of another, (2) that circumstances permitted no other alternative, and (3) that said circumstances were the result of coercive acts of the opposite party. *See United States v. Thompson*, 749 F.2d 189, 194 (5th Cir. 1984); *Jamestown Farmers Elevator, Inc. v. General Mills, Inc.*, 552 F.2d 1285, 1290 (8th Cir. 1977); *Business Incentives Co., Inc. v. Sony Corporation of America*, 397 F. Supp. 63, 69 (S.D.N.Y. 1975); *Hearne v. United States*, 7 Cl. Ct. 362, 367 (1985). The plaintiff bears the burden of creating a fact issue with respect to a claim of duress. However, duress is not measured by a plaintiff's subjective evaluation of a situation; rather, a plaintiff must tender objective evidence that the retirement or resignation was the product of duress. *United States v. Thompson*, 749 F.2d at 194; *Christie v. United States*, 207 Ct. Cl. 333, 518 F.2d 584, 587 (1975).

In the instant case, a review of the three elements of duress reveals that Plaintiff's resignation was voluntary and not the result of duress. Plaintiff cannot prove duress under any of the three elements. In the instant matter, however, competent, substantial record evidence supports the conclusion that the Plaintiff initiated the resignation. Plaintiff told her co-workers a week before her resignation date that she had found a new job and had

planned to leave Flagler County. Plaintiff followed up on the meeting the next week with a signed resignation letter and confirmed in her deposition that she had signed it.

The third element of the test, whether the plaintiff's actions were the result of coercive acts by the opposite party, can be determined by assessing the propriety of the opposite party's acts. "An action is not voluntary if it is produced by government conduct which is wrongful." *Roskos v. United States*, 213 Ct. Cl. 34, 549 F.2d 1386, 1389-90 (1977). In order to establish duress, a plaintiff must prove "a wrongful act by the defendants to create and take advantage of an untenable situation." *Chouinard v. Chouinard*, 568 F.2d 430, 435 (5th Cir. 1978). Plaintiff was not coerced to resign; she has not pointed to any record evidence that she was coerced into signing the resignation. Plaintiff admitted on the record that she signed the resignation letter and did not say she was signing under duress or protest. Thus, no parts of the three-part test can establish the existence of duress for the Plaintiff to be successful. In the present case, Plaintiff simply chose to leave her job for a better one, and not because she was discriminated against, retaliated against, or subject to unlawful conduct by Defendant.

**B. Plaintiff Cannot Sustain Her Burden for Proving that Defendant Unlawfully Discriminated Against Her, Altered the Terms, Conditions, and Privileges of Her Employment Because of Plaintiff's Gender**

**i. Standard**

Count II of Plaintiff's Complaint ("Complaint") reads that this is an action against Defendant for discrimination based upon gender brought under Chapter 760, Florida Statutes. The Florida Civil Rights of 1992 ("FCRA") is patterned after Title VII. Therefore, federal case law interpreting VII is applicable in cases brought under the FCRA. *Natson v.*

*Eckerd, Inc.* 885 So.2d 945 (Fla. 4<sup>th</sup> DCA 2004) (citing *Casselberry v. Edward M. Chadbourne, Inc.*, 810 So.2d 1028 (Fla. 1<sup>st</sup> DCA 2002)). Title VII and the FCRA disparate treatment employment discrimination claims are evaluated pursuant to the burden-shifting analysis of *McDonnell Douglas Corp. v. Green*, 411 U.S. 792 (1973). Both Title VII and the FCRA's discrimination provision make it unlawful for an employer to discriminate against an employee based on race, color, religion, national origin, and sex, Civil Rights Act of 1964, § 701 et. seq., 42 U.S.C.A. § 2000e-2(a), Fla. Stat. §760.01-11.

**ii. Direct Evidence**

Direct evidence of discrimination is “evidence which, if believed, would prove the existence of a fact [in issue] without inference or presumption.” *Earley v. Champion Int'l Corp.*, 907 F.2d 1077, 1081 (11<sup>th</sup> Cir. 1990). To constitute direct evidence of discrimination, a statement of discriminatory intent “must be made by a person involved in the challenged decision.” *Trotter v. Bd. of Trustees*, 91 F.3d 1449, 1453-54 (11<sup>th</sup> Cir. 1996). “Only the most blatant remarks, whose intent could mean nothing other than to discriminate on the basis of some impermissible factor constitute direct evidence of discrimination.” *Rojas v. Florida*, 285 F.3d 1339, 1342 n. 2 (11<sup>th</sup> Cir. 2002). In determining whether harassment objectively altered an employee's terms or conditions of employment, courts consider “the frequency of the discriminatory conduct; its severity; whether it is physically threatening or humiliating, or a mere offensive utterance; and whether it unreasonably interfered with an employee's work performance.” *Id.* at 13, 114 S.Ct. 367. “[O]ffhand comments and isolated incidents (unless extremely serious) will not amount to discriminatory changes in the ‘terms and conditions of employment.’” *Faragher v. City of*

*Boca Raton*, 524 U.S. 775, 788, 118 S.Ct.2275, 141 L.Ed.2d 662 (1998). Plaintiff has provided zero proof of direct evidence of gender discrimination.

For the foregoing reasons, the Defendant's Motion for Summary Judgment should be granted as to Count II of Plaintiff's Complaint because Plaintiff has not offered any proof or evidence to support a claim of gender discrimination through direct evidence.

**iii. Circumstantial Evidence**

Absent direct evidence of discrimination, a plaintiff may prove its case through circumstantial evidence, using the burden-shifting framework established in *McDonnell Douglas Corp. v. Green*, 411 U.S. 792, 93 S.Ct. 1817, 36 L.Ed.2d 668 (1973). Plaintiff initially must establish a *prima facie* case of discrimination, thus creating a rebuttable presumption that the employer unlawfully discriminated against him. *Id.* Once a plaintiff establishes a *prima facie* case, the burden shifts to the employer to rebut the presumption of discrimination by producing evidence that its action was taken for some legitimate, non-discriminatory reason. Should the employer meet its burden of production in response to a *prima facie* case, the presumption of discrimination is rebutted, and the inquiry proceeds to a new level of specificity, in which the plaintiff must show that the proffered reason is a pretext for unlawful discrimination. *Id.* See also *McDonnell Douglas Corporation v. United States of America*, 411 U.S. 792, 802 (2003); *Johnson v. Booker T. Washington Broad. Serv., Inc.*, 234 F.3d 501, 507 (11<sup>th</sup> Cir. 2000).

To establish a *prima facie* case of disparate treatment, a plaintiff must show: (1) he is a member of a protected class; (2) he was subjected to adverse employment action; (3) his employer treated similarly situated employees more favorably; and (4) he was qualified

to do the job. *Miller-Goodwin v. City of Panama City Beach*, 385 Fed.Appx. 966, 969 (11<sup>th</sup> Cir. 2010) (quoting *EEOC v. Joe's Stone Crab, Inc.*, 220 F.3d 1263, 1286 (11<sup>th</sup> Cir. 2000)).

A legitimate non-discriminatory reason proffered by the employer is not a pretext for prohibited conduct unless it is shown that the reason was false and that the real reason was impermissible retaliation or discrimination. *St. Mary's Honor Center v. Hicks*, 509 U.S. 502, 515 113 S.Ct. 2742, 277, 125 L.Ed 2d 407 (1993). The *Hicks* opinion further explains that a reason cannot be a pretext for discrimination “unless it is shown both that the reason was false, and that discrimination was the real reason.” *Id.* See also *Lewis v. Blue Bird Corporation*, 835 Fed. Appx. 526, 530 (11<sup>th</sup> Cir. 2020) “To show pretext, a plaintiff must show that an employer’s reasons are false and that the discrimination was the real reason.” (internal quotation marks omitted) (emphasis in original).

If the proffered reason is one that might motivate a reasonable employer, a plaintiff cannot merely recast the reason, but must meet it “head on and rebut it.” *Chapman v. Al Transport*, 229 F.3d 1012, 1030 (11<sup>th</sup> Cir. 2000) (*en banc*). Conclusory allegations or unsupported assertions of discrimination, without more, “are not sufficient to raise an inference of pretext.” *Mayfield v. Patterson Pump Co.*, 101 F.3d 1371, 1376 (11<sup>th</sup> Cir. 1996) (quotation omitted). Moreover, “a plaintiff’s evidence of pretext must reveal such weaknesses, implausibilities, inconsistencies, incoherencies or contradictions in the employer’s proffered legitimate reasons for its actions that a reasonable factfinder could find them unworthy of credence.” *Vessels v. Atlanta Indep. Sch. Sys.*, 408 F.3d 763, 771 (11<sup>th</sup> Cir. 2005) (*per curiam*).

Plaintiff is relying on her self-serving allegations that she believes that Defendant

discriminated against her. She has not presented any admissible evidence- other than conjecture- that there was a pattern of discrimination against her. A plaintiff cannot rely on hearsay absent a showing that the evidence will be reduced to an admissible form at trial. *Pritchard v. Southern Co. Services*, 92 F.3d 1130, 1135 (11th Cir. 1996).

For the foregoing reasons, summary judgment should be granted as to Count II of Plaintiff's Complaint because Plaintiff has failed to establish any proof or evidence to support a claim of gender discrimination through circumstantial evidence.

**iv. No Suitable Comparators**

Flagler does not dispute that Plaintiff is a member of a protected class. However, Plaintiff has wholly failed to submit any evidence regarding the third element of her *prima facie* case: that a similarly situated comparator was treated more favorably than Plaintiff.

A plaintiff does not shift the burden to the defendant under *McDonnell Douglas* merely by stating that he "was fired or treated unfavorably." *Morris v. Emory Clinic, Inc.*, 402 F.3d 1076, 1082 (11th Cir. 2005). Rather, the aggrieved employee must point to some circumstantial evidence that the adverse employment actions at issue are discriminatory, like a comparator, or less-than-direct remarks which tend to show discriminatory intent. *See id.*; *Ross v. Rhodes Furniture*, 146 F.3d 1286, 1291 (11th Cir. 1998).

To meet the third prong of the *prima facie* case, Plaintiff has to show that she was treated less favorably than other similarly situated individuals. Thus, she must identify a comparator and show that she and her comparator are "similarly situated in all material respects," meaning that Plaintiff and comparators are "sufficiently similar, in an objective

sense, that they cannot reasonably be distinguished.” *Lewis v. City of Union City*, 918 F.3d 1213, 1226 (11th Cir. 2019). Although this standard is “worked out on a case-by-case basis, in the context of individual circumstances,” *id.*, ordinarily, a similarly situated comparator “in all material respects” will “(1) have engaged in the same basic conduct as the plaintiff; (2) have been subject to the same employment policy, guideline, or rule as the plaintiff; (3) have been under the jurisdiction of the same supervisor as the plaintiff; (4) and share the plaintiff’s employment history,” *Earle v. Birmingham Bd. of Educ.*, 843 F. App’x 164, 166 (11th Cir. 2021) (citing *Lewis*, 918 F.3d at 1227–28). These considerations give employers “necessary breathing space to make appropriate business judgments.” *Id.* at 1228. “A plaintiff’s failure to produce evidence showing that a single similarly situated employee was treated more favorably will preclude the establishment of a *prima facie* case.” *Id.*

Here, Plaintiff has failed to establish any evidence of any specific individuals or any facts as to how those individuals and Plaintiff were similarly situated. In sum, Plaintiff has failed to identify even a single proper comparator. Indeed, Plaintiff has presented no circumstantial evidence whatsoever to carry this burden and this fatal omission of a similarly situated comparator warrants dismissal of the subject lawsuit. *See, e.g., Lewis*, 918 F.3d at 1231 (The plaintiff “must demonstrate—as part of her *prima facie* case—that she was treated differently from other individuals with whom she was similarly situated in all material respects.”); *Burke-Fowler v. Orange Cnty.*, 447 F.3d 1319, 1325 (“Because she failed to establish valid comparators and presented no other circumstantial evidence suggesting racial discrimination, *Burke-Fowler* did not establish a *prima facie* case of race discrimination.” (citation omitted)); *Barker v. FedEx*, No. 2:19-CV-280-JLB-NPM, 2021

WL 1214874, at \*9 (M.D. Fla. Mar. 31, 2021) (Without any showing that he was treated less favorably than other similarly situated employees outside his protected class, Eliassaint cannot prove a prima facie case of discrimination.”); *See Earle*, 843 F. App'x at 166 (“A plaintiff's failure to produce evidence showing that a single similarly situated employee was treated more favorably will preclude the establishment of a prima facie case.”).

Plaintiff cited purported comparators that lack any similarity to Plaintiff's situation. The two comparators both had court cases against them at the time of their employment; however, Plaintiff's evidence is purely speculation and hearsay. Plaintiff contends that she was forced to resign; the record evidence shows that Plaintiff submitted the resignation on her own accord and left on her own terms. The record evidence shows that she has failed to present proper comparators. An employer is well within its rights to accord different treatment to employees who are differently situated in “material respects”—e.g., who engaged in different conduct, who were subject to different policies, or who have different work histories. *Id.* at 1228.

The record evidence shows that she has failed to present proper comparators. An employer is well within its rights to accord different treatment to employees who are differently situated in “material respects”—e.g., who engaged in different conduct, who were subject to different policies, or who have different work histories. *See, e.g., Lewis*, 918 F.3d at 1231.

v. **Plaintiff Cannot Establish That the County's Proffered Reasons Are a Pretext for Discrimination**

At this point, Plaintiff has the burden to prove that the proffered reasons are

pretextual for intentionally discriminating against her because of her race or national origin. *See Schweers*, 511 F.Supp.2d at 1137. Because Plaintiff bears the burden of establishing pretext, she must present ‘significantly probative’ evidence on the issue. *Young v. Gen. Foods Corp.*, 840 F.2d 825, 829 (11<sup>th</sup> Cir.1988); *Wheeles v. Nelson’s Elec. Motor Services*, 559 F.Supp.2d 1260, 1273 -1274 (M.D. Ala. 2008). The inquiry into pretext centers upon the employer’s beliefs, and not the employee’s own perceptions. *Schweers*, 511 F.Supp.2d at 1137. The question to be resolved is not the wisdom or accuracy of the School Board’s decisions or whether those decisions were “prudent or fair.” *See Rojas*, 285 F.3d at 1342. Instead, the Eleventh Circuit has stated that “our sole concern is whether unlawful discriminatory animus motivate[d]” the decision. *Id.*

Title VII does not require the employer’s needs and expectations to be objectively reasonable; it simply prohibits the employer from discriminating on the basis of membership in a protected class. Federal courts “do not sit as a “super-personnel department that reexamines an entity’s business decisions . . . [their] inquiry is limited to whether the employer gave an honest explanation of its behavior.” *Chapman*, 229 F.3d at 1030 (*quoting* Elrod, 939 F. 2d at 1470). It is not their role to second-guess the wisdom of an employer’s business decisions - indeed, the wisdom of them is irrelevant - as long as those decisions were not made with a discriminatory motive. *Id.* This is true “[n]o matter how medieval a firm’s practices, no matter how high-handed its decisional process, no matter how mistaken the firm’s managers.” *Id.* (quotation marks and citations omitted); *see also Nix v. WLCY Radio/Rahall Comme’ns*, 738 F.2d 1181, 1187 (11<sup>th</sup> Cir. 1984) (“[An] employer may fire an employee for a good reason, a bad reason, a reason based on

erroneous facts, or for no reason at all, as long as its action is not for a discriminatory reason.”); *Alvarez v. Royal Atlantic Developers, Inc.*, 610 F.3d 1253, 1266-1267 (11<sup>th</sup> Cir. 2010).

In the instant matter, there is not even a scintilla of evidence to suggest, much less establish, that any decisions made by the County were because of Whitfield’s gender or any other protected characteristic. To the contrary, the record clearly shows that Plaintiff resigned from her position. Thus, any contention by Plaintiff regarding the same is simply not credible and wholly lacks any evidentiary support. Consequently, Plaintiff cannot demonstrate that the County’s proffered reasons are a pretext for discrimination. Other than Plaintiff’s self-serving and speculative assertions, the record is devoid of any admissible evidence that the County’s alleged actions were a pretext for gender discrimination. Conclusions and unsupported factual allegations are legally insufficient to defeat summary judgment. *Ellis v. England*, 432 F.3d 1321, 1326 (11th Cir. 2005).

For the foregoing reasons, the County is entitled to summary judgment as to Count II of Plaintiff’s Complaint because Plaintiff has not offered any proof or evidence to support a claim of gender discrimination.

**C. Defendant is Entitled to Summary Judgment as to Count III Because Plaintiff Fails to Establish a Prima Facie Case for Disability Discrimination**

Count III of Plaintiff’s Complaint reads that this is an action against Defendant for disability discrimination brought under Chapter 760, Florida Statutes. Florida courts construe the FCRA in conformity with the federal Americans with Disabilities Act (ADA). *Abadi v. Walt Disney World Parks & Resorts*, 2022 Fla. App. LEXIS 3560 (1st

DCA May 25, 2022) (citing *St. Johns Cnty. Sch. Bd. v. O'Brien*, 973 So. 2d 535, 540 (Fla. 5th DCA 2007); *Byrd v. BT Foods, Inc.*, 948 So. 2d 921, 925 (Fla. 4th DCA 2007); *Lenard v. A.L.P.H.A. "A Beginning" Inc.*, 945 So. 2d 618, 621 (Fla. 2d DCA 2006); *Brand v. Fla. Power Corp.*, 633 So. 2d 504, 509-10 n.8 (Fla. 1st DCA 1994).

To state a *prima facie* case of disability discrimination under the FCRA, Plaintiff must establish that (1) she has a statutorily covered disability; (2) she is a qualified individual; and (3) she was discriminated against because of her disability. Plaintiff may establish a *prima facie* case of discrimination by presenting direct evidence of discriminatory intent; by meeting the test set forth in *McDonnell Douglas*; or by demonstrating through statistics a pattern of discrimination. *McDonnell Douglas Corp v. Green*, 411 U.S. 792 (1973). Plaintiff has the initial burden of establishing a *prima facie* case of discrimination. If Plaintiff meets her initial burden, then the County must provide a legitimate, non-discriminatory reason for the adverse action taken against Plaintiff. If Flagler County provides a legitimate, non-discriminatory reason, then the burden shifts back to Plaintiff to show, by a preponderance of the evidence, that Flagler County's proffered reasons for the employment action were merely a pretext for unlawful discrimination. *St. Johns Cty. Sch. Dist. v. O'Brien*, 973 So. 2d 535 (Fla. 5th DCA 2007) (citing *Gordon v. E.L. Hamm & Assocs., Inc.*, 100 F.3d 907, 910 (11th Cir. 1996)).

Plaintiff has failed to meet the initial burden of establishing a *prima facie* case of discrimination. There is no undisputed evidence indicating Plaintiff had a statutorily covered disability or that she was an otherwise qualified individual. An "individual with handicaps" is defined as a person with a physical or mental impairment that substantially

limits one or more of the person's major life activities, such as "caring for oneself, breathing, learning, and working." *Brand v. Fla. Power Corp.*, 633 So. 2d 504, 510 n. 10 (Fla. 1st DCA 1994) (adopting definition from federal Rehabilitation Act). A "qualified individual" is "an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires." 42 U.S.C. § 12111(8); *Hensley v. Punta Gorda*, 686 So. 2d 724, 726 (Fla. 1st DCA 1997).

The only evidence upon which Plaintiff could rely to prove she is disabled under the statute is her own, self-serving testimony that she told Flagler County she was a disabled veteran when she began work for them in 2019. Plaintiff never availed herself of the opportunity to request necessary accommodations. Even if Plaintiff's alleged injury and work restrictions constitute a statutorily covered disability, Plaintiff is not a qualified individual. Plaintiff testified, and the record evidence shows that she never requested a reasonable accommodation and that, throughout her employment, she was able to perform all essential functions and duties of her work. Therefore, because Plaintiff failed to establish *a prima facie* case for disability discrimination, Flagler County is entitled to summary judgment as to Count III.

#### **D. Plaintiff Cannot Establish a Viable Florida Whistleblower Act Claim**

Count I of the Complaint alleges a violation of the Florida Whistle-Blower's Act. The FWA prohibits state and local agencies from retaliating against an employee who refuses to participate in any adverse action prohibited by Fla Stat. §112.3187(7).

The Florida Public Sector Whistleblower’s Act (the “Act”) was enacted “to prevent agencies . . . from taking retaliatory action against an employee who reports to an appropriate agency, violations of law on the part of a public employer . . . that create a substantial and specific danger to the public’s health, safety, or welfare. It is further the intent of the Legislature to prevent agencies . . . from taking retaliatory action against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee.” §112.3187(2), Fla. Stat.; *see State, Dep’t of Transp. v. Fla. Comm’n on Human Rels.*, 842 So. 2d 253, 256 (Fla. 1st DCA 2003) (“The legislative intent of the Whistle-blower’s Act is to prevent retaliatory action against employees who disclose misconduct on the part of public officials.”).

The Act is a remedial statute designed to encourage the elimination of public corruption by protecting public employees who blow the whistle. *Martin County v. Edenfield*, 609 So. 2d 27, 29 (Fla. 1992). To survive summary judgment under the PWA, a plaintiff must first establish a prima facie case of retaliation. The elements are:

- (1) a protected disclosure of information as defined in § 112.3187(5)–(7);
- (2) an adverse employment action; and
- (3) a causal connection between the protected disclosure and the adverse action.

*Rustowicz v. N. Broward Hosp. Dist.*, 174 So. 3d 414, 419 (Fla. 4th DCA 2015); *Henley v. City of N. Miami*, 329 So. 3d 791, 795 (Fla. 3d DCA 2021).

As stated in *Guido v. City of Crystal River, Florida*, 2006 WL 1232815 at \*5 (M.D. Fla. 2006):

“For the Whistle-blower’s Act to be applicable, the following information must be disclosed:

(a) Any violation or suspected violation of any federal, state, or local law, rule, or regulation committed by an employee or agent of an agency or independent contractor which creates and presents a substantial and specific danger to the public’s health, safety, or welfare.

(b) Any act or suspected act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, suspected or actual Medicaid fraud or abuse, or gross neglect of duty committed by an employee or agent of an agency or independent contractor.”

### **1. Plaintiff Cannot Establish a Protected Disclosure Under the PWA**

To prevail under the Florida Public Whistle-blower’s Act, a complainant must demonstrate that: (1) prior to termination, the employee made a disclosure protected by statute; (2) the employee was discharged; and (3) the disclosure was not made in bad faith or for a wrongful purpose, and did not occur after the agency’s personnel action against the employee. *Lindamood v. Office of the State Attorney, Ninth Judicial Circuit of Florida*, 731 So. 2d 829, 831 (Fla. 5th DCA 1999); *State, Dep’t of Transp. v. Fla. Comm’n on Human Relations*, 842 So. 2d 253 (Fla. 1st DCA 2003).

The Act defines “gross mismanagement” as “a continuous pattern of managerial abuses, wrongful or arbitrary and capricious actions, or fraudulent or criminal conduct which may have a substantial adverse economic impact.” §112.3187(3)(d), Fla. Stat. Courts have defined “malfeasance” as “the performance of a completely illegal or wrongful act by” a public official. *Burton v. Oates*, 362 So. 3d 311, 315 (Fla. 5th DCA 2023) (citation and internal quotation marks omitted). And, courts have defined “misfeasance” as “the performance, in an official capacity, of a legal act in an improper or illegal manner.”

*Gibson v. Kesterson*, 188 So. 3d 125, 128 (Fla. 1st DCA 2016) (citation and internal quotation marks omitted). Plaintiff has failed to identify, with any level of specificity, a disclosure of any law or rule violation by a colleague or supervisor, or any act or suspected act of gross mismanagement, malfeasance, misfeasance, or gross neglect of duty.

## **2. The Alleged Whistleblower Complaint Fails Because Plaintiff was not Discharged**

Under the Florida Public Whistleblower Act, the second prong requires a Plaintiff to prove that they were discharged. In the instant case, there is no admissible evidence that the Plaintiff was discharged. The FWA claim once again is based on mere speculation that does not carry the day for the Plaintiff. Second, Plaintiff never suffered any adverse employment action; to the contrary, Plaintiff chose to voluntarily resign, which is not an adverse employment action. As previously stated, courts have held that employee resignations are presumed voluntary. *See Hargray v. City of Hallandale*, 57 F.3d 1560, 1568 (11th Cir. 1995). The presumption prevails unless the employee provides sufficient evidence to establish that the resignation was involuntary. The fact that the employee may perceive his or her only option to be resignation is irrelevant. *Id.* Resignations can be voluntary even where the only alternative to resignation is facing possible termination for cause or criminal charges.” *Id.* Resignations obtained in cases where an employee is faced with such unpleasant alternatives are nevertheless voluntary because the fact remains that the plaintiff *had a choice*. Plaintiff could stand pat and fight.” (*Id.* quotation omitted).

## **3. The Issues Whitfield Raised Concerned Policy, Not Illegality**

Plaintiff stated that on multiple occasions she went to Heidi [Petitio] and Jorge

[Salinas] to tell them Anita [Stoker] was going through files, which she is not allowed to do. (Plaintiff's Deposition Transcript. **Exhibit C** p.73: 18-20.) She [Anita] was reading investigations, which she's not allowed to do. *Id.* at p.73: 20-21. There's a company policy that says you can't use, you know, personnel information for personnel gain and that's what she was going. *Id.* at p.73: 22-24. Policy disagreements expressed by Whitfield are not whistleblower disclosures. *Castro v. Sch. Bd. of Manatee Cnty.*, 903 F. Supp. 2d 1290 (M.D. Fla. 2012); *Pickford v. Taylor Cnty. Sch. Dist.*, 298 So. 3d 707 (Fla. 1st DCA 2020). Ms. Stoker and Ms. Whitfield were in the Human Resources department, and everyone there had access to employee files. Whitfield provides no evidence besides her self-serving testimony that Ms. Stoker was accessing these files for personal gain, and even if there was, which there isn't, this is a policy disagreement, not a whistleblower disclosure.

#### **4. The Information Disclosed Was Not Otherwise Secret Or Private**

For an employee's disclosure of information to be protected under the Act, it must be a disclosure that "mak[es] something known or public that was previously secret or private." *Vickaryous v. Mason Classical Acad., Inc.*, No. 2:21-CV-903-JLB-NPM, 2022 WL 8216876, at \*9 (M.D. Fla. Aug. 22, 2022). Flagler County is a governmental entity, which means County records are open to Public Records Request. All information gained or accessed, unless private medical information, could be disclosed via a Public Record Request, and thus nothing in the complaint and commentary can reasonably be construed as some disclosure of "secret or private" information.

#### **5. Plaintiff Lacked an Objectively Reasonable, Good-Faith Belief of a Statutory Violation**

The PWA protects only those employees who make disclosures based on an objectively reasonable, good-faith belief that a violation of law or gross mismanagement has occurred. A purely subjective or mistaken belief does not suffice. *Castro v. Sch. Bd. of Manatee Cnty., Fla.*, 903 F. Supp. 2d 1290, 1302 (M.D. Fla. 2012). In *Castro*, the court granted summary judgment where the plaintiff failed to demonstrate that her complaints reflected a reasonable and good-faith belief of wrongdoing, finding that mere disagreement over policy and administrative judgment is insufficient.

Here, Plaintiff's testimony confirms that she did not possess, nor could she have possessed, an objectively reasonable belief that any law was violated. No evidence shows that Plaintiff identified any specific statute, rule, or regulation that had been violated. Rather, verbally stated her concerns regarding Anita Stoker as a possible County policy violation. As *Castro* makes clear, a whistleblower claim cannot rest on generalized complaints about administrative or budgetary decisions absent a demonstrable violation of law. Because Plaintiff's concerns reflected policy disagreements and personal dissatisfaction rather than a reasonable, good-faith belief of illegality, she cannot invoke statutory protection under §112.3187, Fla. Stat.

#### **6. Whitfield's Complaint Was Not Written or Signed**

Plaintiff's FWA also fails because she did not have a written, signed complaint. The types of disclosures protected by the Act, relevant to the instant case, are disclosures made in a "written and signed complaint" upon the employee's own initiative." §112.3187(7), Fla. Stat. (2015). The actual information disclosed must concern:

- (a) Any violation or suspected violation of any federal, state, or local law,

rule, or regulation committed by an employee or agent of an agency . . . which creates and presents a substantial and specific danger to the public's health, safety, or welfare.

(b) Any act or suspected act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, suspected or actual Medicaid fraud or abuse, or gross neglect of duty committed by an employee or agent of an agency . . . .

§112.3187(5), Fla. Stat.

The Whistleblower's Act is a remedial statute designed to encourage the elimination of public corruption by protecting public employees who blow the whistle. *Martin County v. Edenfield*, 609 So. 2d 27, 29 (Fla. 1992). To establish a *prima facie* claim under Florida's Whistle-Blower's statute, the requisite elements set forth under a Title VII and FCRA retaliation claim are applied, as discussed above. *Rice-Lamar v. City of Fort Lauderdale*, 853 So. 2d 1125, 1132 (Fla. 4<sup>th</sup> DCA 2003).

In the instant matter, Plaintiff fails to establish that she made a disclosure protected by the Whistleblower's Act. In order to be protected by the Whistleblower's Act, a disclosure must meet the statutory requirements of form and substance. Here, Plaintiff has offered no evidence that she submitted a "written and signed complaint" to a chief executive officer as required by the Act.

Verbally voiced concerns, verbal objections, and disclosures are immaterial under the Act. *See* § 112.3187(7), Fla. Stat. ("This section protects employees... who disclose information on their own initiative in a *written* and signed complaint... or employees who file any *written* complaint to their supervisory officials..." (emphasis added)). Plaintiff

cannot prove that she provided a written complaint, and when asked about the written complaint, she replied as follows:

16     *Q. Okay. What are you claiming is a violation*  
17     *of that --- the Whistleblower Act?*  
18     *A. Well, the multiple occasions, I went to Heidi*  
19     *and Jorge to tell them that Anita was going through*  
20     *files, which she is not allowed to do. There's*  
21     *investigations, which she's not allowed to do.*  
22     *a company policy that says you can't use, you know,*  
23     *personnel information for personal gain and that's what*  
24     *she was doing.*

*(See Exhibit "C" Deposition of Plaintiff p. 73 lines 16-24.)*

5     *Q. And when you made these reports to Heidi and*  
6     *Jorge, was it verbal or written?*  
7     *A. Verbal.*

*(See Exhibit "C" Deposition of Plaintiff p. 75 lines 6-8.)*

The record is void of any evidence from the Plaintiff that a *signed and written* complaint was ever made regarding her alleged whistleblower for reporting on Anita's alleged access to confidential information.

Based on the foregoing, Plaintiff has not made any report protected by the Whistleblower's Act, and summary judgment is due to be granted.

### **III. REQUEST FOR RELIEF**

WHEREFORE, Defendant respectfully requests that the Court enter an Order granting final summary judgment in its favor and against Plaintiff on each and every of her claims and any other relief the Court deems just and proper.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via the Florida e-filing portal on this 21<sup>st</sup> day of April, 2026, to: Marie A. Mattox, Esquire, Marie A. Mattox, P.A., 203 North Gadsden Street, Tallahassee, FL 32301 at: marie@mattoxlaw.com.

/s/Pausha Taghdiri

Pausha Taghdiri, Esquire

Florida Bar No.: 1002857

Roper, Townsend & Sutphen, P.A.

255 S. Orange Avenue, Suite 750

Orlando, FL 32801

Telephone: (407) 897-5150

Facsimile: (407) 897-3332

Primary e-mail: ptaghdiri@roperpa.com

Secondary e-mail: kcordeiro@roperpa.com

Attorney for Defendant, Flagler County  
Board of County Commissioners

IN THE CIRCUIT COURT OF THE  
SEVENTH JUDICIAL CIRCUIT, IN  
AND FOR FLAGLER COUNTY,  
FLORIDA

SAMANTHA WHITFIELD,

Plaintiff,

CASE NO.: 24-CA-

FLA BAR NO.: 0739685

v.

FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS,

Defendant.

---

**COMPLAINT**

Plaintiff, SAMANTHA WHITFIELD, hereby sues Defendant, FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, and alleges:

**NATURE OF THE ACTION**

1. This is an action brought under §112.3187, Florida Statutes.
2. This action involves claims which are, individually, in excess of Fifty Thousand Dollars (\$50,000.00), exclusive of costs and interest.

**THE PARTIES**

3. At all times pertinent hereto, Plaintiff, SAMANTHA WHITFIELD, has been a resident of the State of Florida and was employed by Defendant. Plaintiff is a protected whistleblower and a member of a protected class due to her actual and/or perceived disability and she was retaliated against after reporting Defendant's unlawful employment practices.<sup>1</sup>

---

<sup>1</sup> Plaintiff intends to add additional claims into this action after administrative exhaustion is complete.

4. At all times pertinent hereto, Defendant, FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, has been organized and existing under the laws of the State of Florida. At all times pertinent to this action, Defendant has been an “employer” as that term is used under the applicable laws identified above. Defendant was Plaintiff’s employer as it relates to these claims.

**CONDITIONS PRECEDENT**

5. Plaintiff has satisfied all conditions precedent to bringing this action, if any.

**STATEMENT OF THE ULTIMATE FACTS**

6. Plaintiff, a protected whistleblower began her employment with Defendant in August 2019 and held the position of Human Resources Manager at the time of her wrongful termination on July 19, 2024.

7. Plaintiff was a loyal and dedicated employee who often received compliments on her job performance.

8. Despite her stellar work performance during her employment with Defendant, Plaintiff was subjected to disparate treatment, different terms and conditions of employment, and held to a different standard because she reported Defendant’s unlawful employment activities and was subject to retaliation thereafter.

9. The disparate treatment and retaliation came at the hands of specifically but not limited to County Administrator, Heidi Petito, Benefits and Wellness Manager, Anita Stoker, County Commissioner, Andy Dance, and Deputy Administrator, Jorge Salinas.

10. In March 2024, Plaintiff was promoted to the position of Human Resources Manager.

11. Later that month, Plaintiff was offered a position with another local government, as Risk Manager, for significantly higher compensation.

12. Upon submitting her resignation to Defendant, Defendant countered with an offer to match the salary, which Plaintiff accepted.

13. In late March, 2024, Plaintiff's ex-husband began contacting the State Attorney daily, alleging illegal use of a GPS tracker by Plaintiff and attempted to press charges against her. During their marriage, both Plaintiff and her ex-husband used Tile devices on their keys, which notify when the other is within 200 feet. Plaintiff continued to use her Tile device post-divorce, but it is not a GPS tracker.

14. Two years prior, Plaintiff endured a difficult divorce and Plaintiff's ex-husband had since been vindictive. Defendant's administration was fully aware of the challenges Plaintiff faced during the divorce and expressed their support for Plaintiff.

15. Upon learning that her ex-husband had initiated a case against her, Plaintiff promptly informed Wu, Petito and Salinas. Given their knowledge of her tense divorce, they assured Plaintiff that the second-degree misdemeanor allegations would not impact her employment. They reiterated that she had nothing to worry about in two separate conversations.

16. After Plaintiff's promotion, Stoker began to bully and harass Plaintiff. Stoker frequently referenced Plaintiff's raise, disability pay, and ongoing court case in an attempt to intimidate her. Stoker would make comments about Defendant's ability to rescind Plaintiff's raise. She criticized Plaintiff's social media posts, calling her "tone-deaf", accusing her of flaunting her salary, and continued to harass Plaintiff over several months.

17. During this period, Defendant received three anonymous public records requests regarding Plaintiff's raises, court case, and original job application. Due to Stoker's harassment

and hostile behavior, Plaintiff reasonably believed Stoker was behind the requests. Notably, Petito and Salinas also agreed and made several comments in open meetings expressing their suspicion that Stoker was responsible for the recent occurrences, including but not limited to the anonymous public records requests.

18. On or around May 13, 2024, Plaintiff's supervisor, Pamela Wu, went on FMLA leave, and Plaintiff soon took over the full operation of the Human Resources Department. Defendant's administration regularly commended Plaintiff's performance, expressing satisfaction with her promotion.

19. On or around April and May 2024, Plaintiff engaged in protected whistleblower activity by reporting to Petito and Salinas on two separate occasions that Stoker was improperly accessing confidential information from personnel files. Plaintiff informed them that Stoker had discussed reading an investigation with reports conducted on former Director Melanie Thomas, as well as other investigations involving Wu. Stoker openly compared Thomas's behavior, as documented in the investigation, to Wu's behavior.

20. Additionally, Stoker discussed details from Florida Department of Law Enforcement (FDLE) reports, which contain protected information not to be distributed or discussed. Subsequently, this same information was "anonymously" sent to county commissioners and local news outlets. Only Human Resources personnel had access to these investigations and reports, and given Stoker's open discussions about the FDLE reports, Plaintiff reasonably believed Stoker was responsible for leaking the information.

21. As a Benefits and Wellness Manager, Stoker did not have a legitimate need to access or review these investigations or police reports. Plaintiff reported Stoker's improper

conduct to Defendant, including her unauthorized access and dissemination of sensitive information, yet no action was taken to address the situation.

22. In June, 2024, Plaintiff reported the unbearable hostility by Stoker to Wu and that Stoker was improperly if not illegally accessing the information set forth above for her personal gain. Wu provided this information to Petito, who was involved in the decision to fire Plaintiff, as discussed below.

23. In or around June 2024, Plaintiff informed Wu of her decision to resign due to the unbearable hostility created by Stoker. Stoker's passive-aggressive behavior, intimidation, and stalking of Plaintiff's social media made the work environment intolerable.

24. Subsequently, County Attorney, Al Hadeed advised Plaintiff to remain in her position and not resign, stating that resigning would allow the bullies to succeed. He assured Plaintiff that an internal investigation would be conducted into the hostile work environment and acknowledged the impact of these events on Plaintiff's PTSD-related anxiety. He also indicated that the public records requests appeared to come from an internal source, based on the language used.

25. Despite these assurances, no action was taken by Defendant to address the situation. Plaintiff continued to work with the hope that an investigation would occur.

26. Meanwhile, Stoker's behavior escalated. She began sending letters to Defendant and the media about Plaintiff's raise and court case. Subsequently, a local news blogger began inquiring about the situation due to Stoker's emails. Notably, Stoker has long been the source of gossip and has a personal relationship with County Commissioners, Andy Dance and Dance's wife, who serves as Petito's secretary.

27. On or around July 3, 2024, Plaintiff spoke to Hadeed, County Administration, and Wu, seeking intervention to address the harassment by Stoker. Plaintiff informed Defendant that as a disabled veteran, she suffers from extreme anxiety, which was exacerbated by the hostile work environment. The harassment caused Plaintiff significant distress, affecting her ability to sleep, eat, and maintain her health.

28. In July 2024, the County Commissioners informed Petito that Plaintiff's situation was purportedly drawing too much attention and that action was needed. Notably, County Commissioners are prohibited from involving themselves in personnel matters and Stoker was the sole instigator.

29. On July 17, 2024, Petito informed Plaintiff that her resignation would be honored and that she was required to leave. No investigation into the reported bullying or hostile work environment was conducted, despite prior reassurances to Plaintiff.

30. Instead of addressing the behavior of Stoker, who was envious of Plaintiff's promotion, Defendant chose to terminate Plaintiff, silencing her complaints and failing to investigate her allegations.

31. Notably, Flagler County personnel policies explicitly state that only felony convictions or violent behavior warrant termination. Numerous employees, including the Finance Director, John Brower, who was arrested for DUI, and another manager, Ryan Prevatt, who was involved in a domestic abuse incident, but have not been fired. In contrast, Plaintiff was subjected to adverse treatment despite not being convicted or arrested, and Defendant was aware that the accusations against Plaintiff originated from her vindictive ex-husband. Furthermore, the state ultimately dismissed the charges against Plaintiff. This disparate treatment stands in direct

contradiction to Defendant's established personnel policies. Another female with an ancient DUI was fired around the same time as Plaintiff.

32. It is also important to note that in or around July 2024 Plaintiff was offered a position with another local city, and Stoker vindictively contacted the potential employer and disclosed personal information regarding Plaintiff's divorce from her ex-husband. As a result, the potential employer rescinded the job offer. During a prior meeting with Petito and Salinas, Stoker had insinuated her intention to sabotage Plaintiff's career, smiling while stating that "she knew a lot of people" and was aware of the new job position Plaintiff was pursuing. This statement foreshadowed Stoker's interference with Plaintiff's employment opportunities.

33. Plaintiff has retained the undersigned to represent her interests in this cause and is obligated to pay a fee for these services. Defendant should be made to pay said fee under the laws referenced above.

**COUNT I**  
**PUBLIC WHISTLEBLOWER RETALIATION**

34. Paragraphs 1 through 33 above are incorporated herein by reference.

35. This count sets forth a claim against Defendant under §112.3187, et seq., Florida Statutes.

36. Plaintiff was a public employee protected under the provisions of Chapter 112, Florida Statutes.

37. As stated more specifically in part above, Plaintiff reported and disclosed violations of rules, regulations and laws, and/or malfeasance, misfeasance and/or gross misconduct to persons both inside and outside of her normal chain of command, and to others having the authority to investigate, police, manage and otherwise remedy the violations of rules, regulations and laws that she reported. Plaintiff also disclosed this information when she

participated in investigations, hearings, or other agency inquiries. Plaintiff reported malfeasance, misfeasance, and other acts specifically outlined in §112.3187(5), Florida Statutes.

38. After reporting these matters and/or participating in investigations, hearings, or other agency inquiries, as related in part above, Plaintiff was the victim of retaliatory actions set forth in part above including without limitation her termination.

39. Plaintiff's termination and other actions set forth above were a direct adverse result of her reporting violations of rules, regulations or laws, and/or her reporting malfeasance, misfeasance or gross misconduct, and/or her participating in investigations, hearings or other inquiries, specified in part above.

40. The actions of all employees within Defendant who affected Plaintiff's employment adversely did so at least in part in retaliation against her for her "whistleblowing" activities.

41. As a direct and proximate result of the actions taken against her by Defendant, Plaintiff has suffered injury, including but not limited to past and future wage losses, loss of benefits, loss of the capacity for the enjoyment of life, emotional pain and suffering, humiliation, embarrassment, and other tangible and intangible damages. These damages have occurred in the past, are occurring at present and will occur in the future. Plaintiff is entitled to injunctive relief.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff demands judgment against Defendant for the following:

- (a) that process issue and this Court take jurisdiction over this case;
- (b) that this Court grant equitable relief against Defendant under the applicable counts set forth above, mandating Defendant's obedience to the laws enumerated herein and providing other equitable relief to Plaintiff;

- (c) enter judgment against Defendant and for Plaintiff awarding all legally-available general and compensatory damages and economic loss to Plaintiff from Defendant for Defendant's violations of law enumerated herein;
- (d) enter judgment against Defendant and for Plaintiff permanently enjoining Defendant from future violations of law enumerated herein;
- (e) enter judgment against Defendant and for Plaintiff awarding Plaintiff attorney's fees and costs;
- (f) award Plaintiff interest where appropriate; and
- (g) grant such other further relief as being just and proper under the circumstances, including but not limited to reinstatement.

**DEMAND FOR TRIAL BY JURY**

Plaintiff hereby demands a trial by jury on all issues herein that are so triable.

DATED this 8<sup>th</sup> day of October 2024.

Respectfully submitted,

/s/ Marie A. Mattox  
Marie A. Mattox [FBN 0739685]  
MARIE A. MATTOX, P. A.  
203 North Gadsden Street  
Tallahassee, FL 32301  
Telephone: (850) 383-4800  
Facsimile: (850) 383-4801  
Marie@mattoxlaw.com  
Secondary emails:  
marlene@mattoxlaw.com  
michelle@mattoxlaw.com  
discovery@mattoxlaw.com

ATTORNEYS FOR PLAINTIFF

WK  
SPS9  
12/17  
1:38PM

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT, IN AND FOR FLAGLER COUNTY, FLORIDA

2024 CA 000544  
CASE NO.:  
FLA BAR NO.: 0739685

SAMANTHA WHITFIELD,

Plaintiff,

v.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS,

Defendant.

SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of the State:


YOU ARE COMMANDED to serve this summons and a copy of the complaint or petition in this action on Defendant:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
c/o ANDY DANCE – CHAIR  
1769 E. MOODY BLVD. (# 2)  
BUNNELL, FL 32110

Each defendant is required to serve written defenses to the complaint or petition on Marie A. Mattox, P. A., Plaintiff's attorney, whose address is 203 North Gadsden Street, Tallahassee, FL 32301, within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the clerk of this court, either before serve on plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

DATED on 10/9/2024, 2024.

CLERK OF THE CIRCUIT COURT

By:  Amy Perez

**IN THE CIRCUIT COURT OF THE  
SEVENTH JUDICIAL CIRCUIT, IN  
AND FOR FLAGLER COUNTY,  
FLORIDA**

**SAMANTHA WHITFIELD,**

**Plaintiff,**

v.

**FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS,**

**Defendant.**

**CASE NO.: 24-CA-544**

**FLA BAR NO.: 0739685**

\_\_\_\_\_ /

**AMENDED COMPLAINT**

Plaintiff, SAMANTHA WHITFIELD, hereby sues Defendant, FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, and alleges:

**NATURE OF THE ACTION**

1. This is an action brought under §112.3187, Florida Statutes and under the Florida Civil Rights Act, codified at Chapter 760, Florida Statutes.

2. This action involves claims which are, individually, in excess of Fifty Thousand Dollars (\$50,000.00), exclusive of costs and interest.

**THE PARTIES**

3. At all times pertinent hereto, Plaintiff, SAMANTHA WHITFIELD, has been a resident of the State of Florida and was employed by Defendant. Plaintiff is a protected whistleblower and a member of a protected class due to her actual and/or perceived disability, gender, and she was retaliated against after reporting Defendant's unlawful employment practices.

4. At all times pertinent hereto, Defendant, FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, has been organized and existing under the laws of the State of

Florida. At all times pertinent to this action, Defendant has been an “employer” as that term is used under the applicable laws identified above. Defendant was Plaintiff’s employer as it relates to these claims.

**CONDITIONS PRECEDENT**

5. Plaintiff has satisfied all conditions precedent to bringing this action, if any.

**STATEMENT OF THE ULTIMATE FACTS**

6. Plaintiff, a female and protected whistleblower began her employment with Defendant in August 2019 and held the position of Human Resources Manager at the time of her wrongful termination on July 19, 2024.

7. Plaintiff was a loyal and dedicated employee who often received compliments on her job performance.

8. Despite her stellar work performance during her employment with Defendant, Plaintiff was subjected to disparate treatment, different terms and conditions of employment, and held to a different standard because she reported Defendant’s unlawful employment activities and was subject to retaliation thereafter.

9. The disparate treatment and retaliation came at the hands of specifically but not limited to County Administrator, Heidi Petito (female), Benefits and Wellness Manager, Anita Stoker (female), County Commissioner, Andy Dance (male), and Deputy Administrator, Jorge Salinas (male).

10. Plaintiff is a 100% disabled veteran and suffers from PTSD and anxiety, which Defendant was aware of.

11. In March 2024, Plaintiff was promoted to the position of Human Resources Manager.

12. Later that month, Plaintiff was offered a position with another local government, as Risk Manager, for significantly higher compensation.

13. Upon submitting her resignation to Defendant, Defendant countered with an offer to match the salary, which Plaintiff accepted.

14. In late March, 2024, Plaintiff's ex-husband began contacting the State Attorney daily, alleging illegal use of a GPS tracker by Plaintiff and attempted to press charges against her. During their marriage, both Plaintiff and her ex-husband used Tile devices on their keys, which notify when the other is within 200 feet. Plaintiff continued to use her Tile device post-divorce, but it is not a GPS tracker.

15. Two years prior, Plaintiff endured a difficult divorce and Plaintiff's ex-husband had since been vindictive. Defendant's administration was fully aware of the challenges Plaintiff faced during the divorce and expressed their support for Plaintiff.

16. Upon learning that her ex-husband had initiated a case against her, Plaintiff promptly informed Wu, Petito and Salinas. Given their knowledge of her tense divorce, they assured Plaintiff that the second-degree misdemeanor allegations would not impact her employment. They reiterated that she had nothing to worry about in two separate conversations.

17. After Plaintiff's promotion, Stoker began to bully and harass Plaintiff. Stoker frequently referenced Plaintiff's raise, disability pay, and ongoing court case in an attempt to intimidate her. Stoker would make comments about Defendant's ability to rescind Plaintiff's raise. She criticized Plaintiff's social media posts, calling her "tone-deaf", accusing her of flaunting her salary, and continued to harass Plaintiff over several months.

18. During this period, Defendant received three anonymous public records requests regarding Plaintiff's raises, court case, and original job application. Due to Stoker's harassment

and hostile behavior, Plaintiff reasonably believed Stoker was behind the requests. Notably, Petito and Salinas also agreed and made several comments in open meetings expressing their suspicion that Stoker was responsible for the recent occurrences, including but not limited to the anonymous public records requests.

19. On or around May 13, 2024, Plaintiff's supervisor, Pamela Wu (female), went on FMLA leave, and Plaintiff soon took over the full operation of the Human Resources Department. Defendant's administration regularly commended Plaintiff's performance, expressing satisfaction with her promotion.

20. On or around April and May 2024, Plaintiff engaged in protected whistleblower activity by reporting to Petito and Salinas on two separate occasions that Stoker was improperly accessing confidential information from personnel files. Plaintiff informed them that Stoker had discussed reading an investigation with reports conducted on former Director Melanie Thomas (female), as well as other investigations involving Wu. Stoker openly compared Thomas's behavior, as documented in the investigation, to Wu's behavior.

21. Additionally, Stoker discussed details from Florida Department of Law Enforcement (FDLE) reports, which contain protected information not to be distributed or discussed. Subsequently, this same information was "anonymously" sent to county commissioners and local news outlets. Only Human Resources personnel had access to these investigations and reports, and given Stoker's open discussions about the FDLE reports, Plaintiff reasonably believed Stoker was responsible for leaking the information.

22. As a Benefits and Wellness Manager, Stoker did not have a legitimate need to access or review these investigations or police reports. Plaintiff reported Stoker's improper

conduct to Defendant, including her unauthorized access and dissemination of sensitive information, yet no action was taken to address the situation.

23. In June, 2024, Plaintiff reported the unbearable hostility by Stoker to Wu and that Stoker was improperly if not illegally accessing the information set forth above for her personal gain. Wu provided this information to Petito, who was involved in the decision to fire Plaintiff, as discussed below.

24. In or around June 2024, Plaintiff informed Wu of her decision to resign due to the unbearable hostility created by Stoker. Stoker's passive-aggressive behavior, intimidation, and stalking of Plaintiff's social media made the work environment intolerable.

25. Subsequently, County Attorney, Al Hadeed (male) advised Plaintiff to remain in her position and not resign, stating that resigning would allow the bullies to succeed. He assured Plaintiff that an internal investigation would be conducted into the hostile work environment and acknowledged the impact of these events on Plaintiff's PTSD-related anxiety. He also indicated that the public records requests appeared to come from an internal source, based on the language used.

26. Despite these assurances, no action was taken by Defendant to address the situation. Plaintiff continued to work with the hope that an investigation would occur.

27. Meanwhile, Stoker's behavior escalated. She began sending letters to Defendant and the media about Plaintiff's raise and court case. Subsequently, a local news blogger began inquiring about the situation due to Stoker's emails. Notably, Stoker has long been the source of gossip and has a personal relationship with County Commissioners, Andy Dance and Dance's wife, who serves as Petito's secretary.

28. On or around July 3, 2024, Plaintiff spoke to Hadeed, County Administration, and Wu, seeking intervention to address the harassment by Stoker. Plaintiff informed Defendant that as a disabled veteran, she suffers from extreme anxiety, which was exacerbated by the hostile work environment. The harassment caused Plaintiff significant distress, affecting her ability to sleep, eat, and maintain her health.

29. In July 2024, the County Commissioners informed Petito that Plaintiff's situation was purportedly drawing too much attention and that action was needed. Notably, County Commissioners are prohibited from involving themselves in personnel matters and Stoker was the sole instigator.

30. On July 17, 2024, Petito informed Plaintiff that her resignation would be honored and that she was required to leave. No investigation into the reported bullying or hostile work environment was conducted, despite prior reassurances to Plaintiff.

31. Instead of addressing the behavior of Stoker, who was envious of Plaintiff's promotion, Defendant chose to terminate Plaintiff, silencing her complaints and failing to investigate her allegations.

32. Notably, Flagler County personnel policies explicitly state that only felony convictions or violent behavior warrant termination. Numerous male employees, including the Finance Director, John Brower, who was arrested for DUI, and another manager, Ryan Prevatt, who was involved in a domestic abuse incident, but have not been fired. In contrast, Plaintiff was subjected to adverse treatment despite not being convicted or arrested, and Defendant was aware that the accusations against Plaintiff originated from her vindictive ex-husband.

33. Furthermore, the state ultimately dismissed the charges against Plaintiff. This disparate treatment stands in direct contradiction to Defendant's established personnel policies.

34. Notably, around July 2024 Plaintiff was offered a position with another local city, and Stoker vindictively contacted the potential employer and disclosed personal information regarding Plaintiff's divorce from her ex-husband. As a result, the potential employer rescinded the job offer. During a prior meeting with Petito and Salinas, Stoker had insinuated her intention to sabotage Plaintiff's career, smiling while stating that "she knew a lot of people" and was aware of the new job position Plaintiff was pursuing. This statement foreshadowed Stoker's interference with Plaintiff's employment opportunities.

35. One of Plaintiff's coworkers, a female in a similar situation, was fired around the same time as Plaintiff. She also was a target of the hostile work environment that Stoker created.

36. In April 2025, Plaintiff's former coworker applied for a position with another city. Within twenty-four hours after she was hired, the former coworker was informed by her new employer that they had received an anonymous call that spoke badly about her and made false assertions, seemingly with the intent to have her new position revoked.

37. Notably, the former co-worker had not disclosed her application to anyone outside of her immediate family. However, as part of the onboarding process, the former co-worker's new employer required job verification calls, which would have provided Stoker with information about the former co-worker's new place of work.

38. Plaintiff has retained the undersigned to represent her interests in this cause and is obligated to pay a fee for these services. Defendant should be made to pay said fee under the laws referenced above.

**COUNT I**  
**PUBLIC WHISTLEBLOWER RETALIATION**

39. Paragraphs 1 through 38 above are incorporated herein by reference.

40. This count sets forth a claim against Defendant under §112.3187, et seq., Florida Statutes.

41. Plaintiff was a public employee protected under the provisions of Chapter 112, Florida Statutes.

42. As stated more specifically in part above, Plaintiff reported and disclosed violations of rules, regulations and laws, and/or malfeasance, misfeasance and/or gross misconduct to persons both inside and outside of her normal chain of command, and to others having the authority to investigate, police, manage and otherwise remedy the violations of rules, regulations and laws that she reported. Plaintiff also disclosed this information when she participated in investigations, hearings, or other agency inquiries. Plaintiff reported malfeasance, misfeasance, and other acts specifically outlined in §112.3187(5), Florida Statutes.

43. After reporting these matters and/or participating in investigations, hearings, or other agency inquiries, as related in part above, Plaintiff was the victim of retaliatory actions set forth in part above including without limitation her termination.

44. Plaintiff's termination and other actions set forth above were a direct adverse result of her reporting violations of rules, regulations or laws, and/or her reporting malfeasance, misfeasance or gross misconduct, and/or her participating in investigations, hearings or other inquiries, specified in part above.

45. The actions of all employees within Defendant who affected Plaintiff's employment adversely did so at least in part in retaliation against her for her "whistleblowing" activities.

46. As a direct and proximate result of the actions taken against her by Defendant, Plaintiff has suffered injury, including but not limited to past and future wage losses, loss of

benefits, loss of the capacity for the enjoyment of life, emotional pain and suffering, humiliation, embarrassment, and other tangible and intangible damages. These damages have occurred in the past, are occurring at present and will occur in the future. Plaintiff is entitled to injunctive relief.

**COUNT II**  
**GENDER DISCRIMINATION**

43. Paragraphs 1 through 38 are re-alleged and incorporated herein by reference.

44. This is an action against Defendant for discrimination based upon gender brought under Chapter 760, Florida Statutes.

45. Plaintiff has been the victim of discrimination on the basis of Plaintiff's gender in that Plaintiff was treated differently than similarly situated employees of Defendant who are male and has been subject to disparate and poor treatment on the basis, at least in part, of Plaintiff's gender.

46. Defendant is liable for the differential treatment and hostility towards Plaintiff because it controlled the actions and inactions of the persons making decisions affecting Plaintiff or it knew or should have known of these actions and inactions and failed to take prompt and adequate remedial action or took no action at all to prevent the abuses to Plaintiff.

47. Furthermore, Defendant knowingly condoned and ratified the differential treatment of Plaintiff as more fully set forth above because it allowed the differential treatment and participated in same.

48. Defendant's known allowance and ratification of these actions and inactions created, perpetuated and facilitated an abusive and offensive work environment within the meaning of the statutes referenced above.

49. In essence, the actions of agents of Defendant, which were each condoned and ratified by Defendant, were of a gender-based nature and in violation of the laws set forth herein.

50. The discrimination complained of herein affected a term, condition, or privilege of Plaintiff's continued employment with Defendant. The events set forth herein led, at least in part, to Plaintiff's termination.

51. Defendant's conduct and omissions constitutes intentional discrimination and unlawful employment practices based upon gender in violation of Chapter 760, Florida Statutes.

52. As a direct and proximate result of Defendant's conduct described above, Plaintiff has suffered emotional distress, mental pain and suffering, past and future pecuniary losses, inconvenience, mental anguish, loss of enjoyment of life and other non-pecuniary losses, along with lost back and front pay, interest on pay, bonuses, and other benefits. These damages have occurred in the past, are permanent and continuing. Plaintiff is entitled to injunctive/equitable relief.

**COUNT III**  
**DISABILITY DISCRIMINATION**

53. Paragraphs 1 through 38 are realleged and incorporated herein by reference.

54. This is an action against Defendant for disability discrimination brought under Chapter 760, Florida Statutes.

55. Plaintiff has been the victim of discrimination on the basis of her disability or perceived disability. During the course of Plaintiff's employment with Defendant, she was treated differently than similarly situated nondisabled/perceived-as-disabled employees.

56. Defendant is liable for the differential treatment and its refusal to accommodate Plaintiff, which adversely affected the terms and conditions of Plaintiff's employment with Defendant. Defendant controlled the actions and inactions of the persons making decisions affecting Plaintiff or it knew or should have known of these actions and inactions and failed to take prompt and adequate remedial action or took no action at all to prevent the abuses to Plaintiff.

57. In essence, the actions of agents of Defendant, which were each condoned and ratified by Defendant, were disability/perceived-disability based and in violation of the laws set forth herein.

58. The discrimination complained of herein affected a term, condition, or privilege of Plaintiff's continued employment with Defendant. The events set forth herein lead, at least in part, to Plaintiff's termination.

59. Defendant's conduct and omissions constitutes intentional discrimination and unlawful employment practices based upon disability or perceived disability or her record of having an impairment under Americans with Disabilities Act.

60. As a direct and proximate result of Defendant's conduct described above, Plaintiff has suffered emotional distress, mental pain and suffering, past and future pecuniary losses, inconvenience, bodily injury, mental anguish, loss of enjoyment of life and other non-pecuniary losses, along with lost back and front pay, interest on pay, bonuses, and other benefits. These damages have occurred in the past, are permanent and continuing. Plaintiff is entitled to injunctive/equitable relief and to punitive damages.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff demands judgment against Defendant for the following:

- (a) that process issue and this Court take jurisdiction over this case;
- (b) that this Court grant equitable relief against Defendant under the applicable counts set forth above, mandating Defendant's obedience to the laws enumerated herein and providing other equitable relief to Plaintiff;

- (c) enter judgment against Defendant and for Plaintiff awarding all legally-available general and compensatory damages and economic loss to Plaintiff from Defendant for Defendant's violations of law enumerated herein;
- (d) enter judgment against Defendant and for Plaintiff permanently enjoining Defendant from future violations of law enumerated herein;
- (e) enter judgment against Defendant and for Plaintiff awarding Plaintiff attorney's fees and costs;
- (f) award Plaintiff interest where appropriate; and
- (g) grant such other further relief as being just and proper under the circumstances, including but not limited to reinstatement.

**DEMAND FOR TRIAL BY JURY**

Plaintiff hereby demands a trial by jury on all issues herein that are so triable.

Respectfully submitted,

/s/ Marie A. Mattox  
Marie A. Mattox [FBN 0739685]  
MARIE A. MATTOX, P. A.  
203 North Gadsden Street  
Tallahassee, FL 32301  
Telephone: (850) 383-4800  
Facsimile: (850) 383-4801

ATTORNEYS FOR PLAINTIFF

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and accurate copy of the foregoing has been furnished to all counsel of record by eportal this 21<sup>st</sup> day of August, 2025.

/s/ Marie A. Mattox  
Marie A. Mattox

IN THE CIRCUIT COURT, SEVENTH  
JUDICIAL CIRCUIT, IN AND FOR  
FLAGLER COUNTY, FLORIDA

CASE NO.: 2024-CA-000544

SAMANTHA WHITFIELD,

Plaintiff,

vs.

FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS,

Defendant.

---

VIDEO-TAPED DEPOSITION OF SAMANTHA WHITFIELD, n/k/a  
SAMANTHA RUIZ

Taken at the Instance of the Defendant

DATE TAKEN: Monday, February 23, 2026

TIME: 10:02 AM - 12:12 PM

PLACE: Southern Reporting Company  
145 City Place, Suite 302  
Palm Coast, FL 32164

Examination of the witness reported stenographically by:

Delina M. Valentik, RPR, FPR-C  
Registered Professional Reporter,  
Florida Professional Reporter-Certified,  
and Notary Public

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APPEARANCES:

J. MARTIN HAYES, ESQUIRE  
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On behalf of the Plaintiff

PAUSHA TAGHDIRI, ESQUIRE  
Roper, Townsend & Sutphen, P.A.  
255 South Orange Avenue, Suite 750  
Orlando, FL 32801  
(407) 897-5150  
ptaghdiri@roperpa.com

On behalf of the Defendant

ALSO PRESENT: Mark Muzii, Risk Manager, Flagler County

Tony Barlow, videographer



1 (This transcript is the product of the court reporter  
2 and should not be reproduced and given free of charge to  
3 any party unless under the direction, control, and/or  
4 supervision of the certifying court reporter.)

5 - - -

6 VIDEOGRAPHER: We are on the record for the  
7 video deposition of Samantha Whitfield taken in the  
8 matter of Samantha Whitfield versus Flagler County  
9 Board of County Commissioners. Today is February  
10 23rd, 2026, and the time is 10:02 AM. This  
11 deposition is being conducted at 145 City Place,  
12 Suite 302, Palm Coast, Florida.

13 The court reporter is Delina Valentik and the  
14 videographer is Tony Barlow.

15 Will counsel please introduce themselves  
16 after which the court reporter will swear in the  
17 witness.

18 MR. HAYES: Martin Hayes for the plaintiff.

19 MR. TAGHDIRI: Pausha Taghdiri for the  
20 defendant.

21 WHEREUPON,

22 SAMANTHA WHITFIELD, n/k/a SAMANTHA RUIZ,  
23 having first been duly sworn, was called as a witness  
24 and testified as follows:

25 THE WITNESS: Yes, ma'am.

DIRECT EXAMINATION

BY MR. TAGHDIRI:

1 Q Good morning, Ms. Whitfield.

2 A Good morning.

3 Q How are you?

4 A Well. Thank you.

5 Q Good. So, like I said, my name is Pausha  
6 Taghdiri. I'm representing the defendant, Flagler  
7 County. We're here to take your deposition.

8 So before we get started I'm just gonna go  
9 over some background stuff. So have you ever had your  
10 deposition taken before?

11 A In a family court I did.

12 Q Okay. So you're --

13 A Through family court.

14 Q So you're a little bit familiar with how  
15 these --

16 A Yes, sir.

17 Q Okay. So -- so just a few ground rules. The  
18 court reporter, Delina, she's taking down everything we  
19 say.

20 A Yes, sir.

21 Q So please wait until I finish my question --

22 A Uh-huh.

23 Q -- and then you answer. And then that way we  
24 don't speak over each other.

25 A Of course.

1 Q All right. If I ask a question that you may  
2 not understand or I worded it in a way you didn't  
3 understand, just wait till I'm done then ask me to  
4 repeat or rephrase the question.

5 A Yes, sir.

6 Q Okay. If at any moment you need to take a  
7 break, just -- I ask that you -- you finish answering  
8 the questions, then we can take a break for whatever  
9 reason. Is that all right?

10 A Yes, sir.

11 Q And you do understand that you're under oath?

12 A Yes, sir.

13 Q Got it. And then -- okay. All right. So,  
14 Ms. Whitfield, could you just state your full name for  
15 the record, please?

16 A It is Samantha Tara Ruiz, R-u-i-z. I had a  
17 name change.

18 Q Okay.

19 A I went back to my maiden name.

20 Q Okay.

21 A Formerly Whitfield.

22 Q Formerly Whitfield. Got you. Would you like  
23 me to call you Ms. Whitfield, Ms. Ruiz?

24 A Ms. Ruiz, please.

25 Q You got it. All right. And, Ms. Ruiz, what

1 is your current address?

2 A 219 Birchwood Drive, Palm Coast, Florida  
3 32137.

4 Q And how long have you lived there?

5 A About six years.

6 Q Six years. And your address before that?

7 A Was in Panama City, Florida.

8 Q How long did you live in Panama City,  
9 Florida?

10 A On and off. I was in the service, so three  
11 years here, then before that was Italy.

12 Q And where did you go to high school?

13 A Here.

14 Q And where is that?

15 A Flagler County Palm Coast High School.

16 Q Did you grow up in Flagler County?

17 A Yes, sir.

18 Q And what years did you go to high school?

19 A '92 to '96.

20 Q What did you do after high school?

21 A Joined the service.

22 Q What branch of the military did you join?

23 A Air Force.

24 Q So you joined in '96 or '97?

25 A Actually '98. Early '98. I was in the

1 delayed enlistment program.

2 Q What is that?

3 A You enlist and you have to wait for your job  
4 to open up. So I had to wait for about 10 months before  
5 my job opened.

6 Q During that time did you work or --

7 A Uh-huh. Yeah.

8 Q Where did you work?

9 A Winn-Dixie.

10 Q So 1998 when you joined the Air Force, where  
11 were you stationed and what were you doing?

12 A I was stationed in -- after training and boot  
13 camp I went to Cannon Air Force Base, New Mexico.

14 Q And approximately how long was boot camp?

15 A Six weeks.

16 Q And after boot camp, where did you go?

17 A Boot camp was in San Antonio, Texas.

18 Q Oh, okay.

19 A My first duty station was Cannon Air Force  
20 Base, New Mexico.

21 Q Got you. So what were your -- what did you  
22 do in the Air Force?

23 A I built bombs and missiles.

24 Q Where at?

25 A Where?

1 Q Where were you doing that?

2 A At every base I was at, so ...

3 Q Can you list the bases you were at?

4 A First I was at Cannon Air Force Base, New  
5 Mexico. After that I went to Korea Air Base.

6 Q Can you give me approximate years you were  
7 there?

8 A 1999 to 2000. Then I went to Eglin Air Force  
9 Base.

10 Q What was that? Sorry?

11 A Eglin Air Force Base.

12 Q Can you spell that?

13 A E-g-l-y- -- l-i-n. Sorry. In Fort Walton  
14 Beach, Florida.

15 Q And the years you were there?

16 A 2000 to 2002. In between there I was in  
17 Saudi Arabia for six months after September 11th. And  
18 then I went to Tyndall Air Force Base from 2002 to 2009,  
19 which is T-y-n-d-a-l-l, in Panama City, Florida.

20 Q I just have to ask. How was it like being in  
21 Saudi Arabia right after 9/11?

22 A Intense.

23 Q Yeah.

24 A Very intense. Yeah, probably one of my  
25 toughest assignments, honestly. But we were closing

1 that base to move our munitions to Iraq, so I forward --  
2 forward deployed there to Iraq for several days --

3 Q Oh.

4 A -- out of -- during the week.

5 Q So from Saudi Arabia you would go to Iraq?

6 A It was back and forth.

7 Q Back and forth. Okay.

8 A So just Saudi Arabia was my main location.

9 Q Okay. And then from 2002, 2009 you were in  
10 Panama --

11 A Tyndall. I was back in Tyndall Air Force  
12 Base which is Panama City, Florida.

13 Q And you said you were building bombs and  
14 missiles. Did you have a specific title or --

15 A I was a munitions specialist and then on to a  
16 munitions supervisor.

17 Q So after Tyndall in 2009, where did you go?

18 A Italy. Aviano Air Base, A-v-i-a-n-o.

19 Q What years were you there?

20 A 2009 to 2013 where I forward deployed to  
21 Istanbul, Turkey, Israel, and Syria, and Spain, and  
22 Portugal.

23 Q You've been all over the world.

24 A I have been.

25 Q Do you know -- so the years you were in

1 Istanbul, Israel, Syria, Spain, and Portugal?

2 A They're just periodic.

3 Q Oh, okay.

4 A Things -- things occurred, we went, so I  
5 don't -- I really don't recall the months and days.

6 Q Just between all those it was 2013 to --

7 A It was from 2009 to 2000 --

8 Q To '13.

9 A -- 13.

10 Q Oh, 2009.

11 A All those deployments --

12 Q Okay.

13 A -- were from Italy.

14 Q Got you. So then after 2013, where did you  
15 go?

16 A Back to Tyndall Air Force Base,  
17 T-y-n-d-a-l-l, Florida, from 2013 to 2018 until I  
18 retired.

19 Q Why did you retire?

20 A I did 20 years. It was full retirement. And  
21 I had a small child at the time, too.

22 Q So you retired in 2018?

23 A Yes, sir.

24 Q Okay. And then after you're -- you're  
25 retired, where did you move to?

1 A To Palm Coast.

2 Q To Palm Coast. Okay.

3 A Back home.

4 Q And have you ever been married?

5 A Yes.

6 Q Okay. When were you married?

7 A In two -- early 2001 and then divorced -- I  
8 think it was final in 2021.

9 Q Who did you marry in 2001?

10 A Timothy Whitfield.

11 Q Was he also in the military?

12 A Yes.

13 Q So all those deployments would you two be  
14 together?

15 A No.

16 Q What did he do?

17 A Same.

18 Q Did you have any children together?

19 A Two.

20 Q Their names?

21 A Brianna and Kaitlyn.

22 Q And how old are they?

23 A Now?

24 Q Yes.

25 A 13 and 23.

1 Q Brianna is 13?

2 A No, Brianna is 23.

3 Q Brianna is 23. Is Brianna still in Florida?

4 A She's in law school.

5 Q Law school. Which law school?

6 A FAMU, second year.

7 Q Good luck to her.

8 And Kaitlyn, I'm assuming, lives with you?

9 A She lives with me 95 percent of the time.

10 Q So Timothy has custody for 5 percent?

11 A It's supposed to be more, but that's not  
12 what's happening, yes.

13 Q Okay. And, Ms. Whitfield, in your -- I mean,  
14 Ms. Ruiz. Sorry about that.

15 A It's fine. You're fine.

16 Q I'm just used to --

17 A You're fine.

18 Q In your complaint you said you were a hundred  
19 percent disabled veteran.

20 A I am.

21 Q How did you -- how did that come to be?

22 A You want me to discuss my disabilities?

23 Q Yes, please.

24 A Okay. Well, there's a -- there's physical  
25 things. And so when you are in the service that long,

1 they calculate all of your physical disabilities along  
2 with mental disabilities prior to retiring or getting  
3 out.

4           And upon my retirement, I immediately got a  
5 hundred percent. I had an incident occur in Saudi  
6 Arabia. I -- I don't want to discuss any further than  
7 that. But I do have some physical disabilities. Some  
8 lower back issues and some other things, but mainly it's  
9 a lot of anxiety. A lot of post-traumatic stuff. And  
10 the physical disabilities, I have a -- I'm BRCA  
11 positive, so I had a --

12           Q       What is that?

13           A       BRCA. So I carry a cancer genetic disorder,  
14 so I had a double mastectomy while I was in the service  
15 for cancer and so that also goes into the disability  
16 rating because of exposures that I had.

17           Q       Okay. And who determines the disability?

18           A       VA.

19           Q       Do you have a specific doctor at the VA  
20 who --

21           A       I see the VA doctor here in Daytona, the  
22 clinic.

23           Q       And you said you didn't want to discuss the  
24 incident in Saudi Arabia?

25           A       Not the specific incident, no, but it was for

1 post-traumatic it was a -- a very -- I -- it's fine. It  
2 was after September 11th and there was --

3 Q You can take your time.

4 A I don't -- I don't know that I really want to  
5 go into that. I don't -- I don't -- I'm not -- I'm not  
6 there yet.

7 Q I gotta ask.

8 MR. HAYES: Is it relevant?

9 MR. TAGHDIRI: It's -- it goes to her PTSD --

10 THE WITNESS: So -- okay. So I was --

11 MR. TAGHDIRI: -- and her disability.

12 THE WITNESS: I was --

13 MR. HAYES: Do you want to talk to me first?

14 THE WITNESS: It's fine. No, it's fine.

15 MR. HAYES: Okay.

16 A So I was -- it just -- I have very high  
17 anxiety. That's all. I have very -- anxiety. I was  
18 attacked on a bus by a foreign national while we were  
19 transporting them to -- to an area where they were  
20 remaining while we moved munitions.

21 BY MR. TAGHDIRI:

22 Q Okay.

23 A And it was a tight space, so I have  
24 claustrophobia. I don't like people behind me. I just  
25 have high anxiety. Things stress me out very easily.

1 I -- I don't normally put myself into high-stress  
2 environments any longer because I was in a very  
3 high-stress environment for 20 years. I had to make  
4 very critical decisions all the time. I was always on  
5 high alert, always very high stress. And so I  
6 intentionally try to avoid those situations because it  
7 just -- it stresses me out, maybe more than others.  
8 I -- I'm not too sure. But I know that when I get to  
9 those high-stress environments, it is -- it's extremely  
10 hard for me to handle because I've just had a lot of  
11 high-stress jobs and in high-stress environments.  
12 That's all.

13 Q Okay.

14 A But that one in particular is what caused the  
15 VA disability. And I know that's what you're asking,  
16 so ...

17 Q And what year was that? Do you remember?

18 A In 2001 right after September 11th.

19 Q 2001. So you were diagnosed in 2001 with the  
20 disability?

21 A No. I started to see -- that's not the way  
22 it works.

23 Q Okay.

24 A They'll -- you will begin seeing like mental  
25 health treatment after that. And so that kind of

1 happened. And I just maintain that mental health  
2 visits, doctors, you know, seeing therapists during that  
3 time just to kind of keep my head above the water while  
4 I continued to deploy and work and continued on with --  
5 with life. Then afterwards when you get out the VA will  
6 then assess you with all of your disabilities and then  
7 give you that rating.

8 Q I got you.

9 A That's the way that works.

10 Q Does the rating ever change or is --

11 A No. No. I'm permanent.

12 Q All right. Okay.

13 A Some people could, I'm assuming, but for me  
14 I'm permanent.

15 Q So on paperwork it says permanent?

16 A It says permanent and total disabled, yes.

17 Q And then you just continue to seek treatment  
18 at the VA?

19 A And I still do, yes.

20 Q Okay. How often?

21 A Every two to three weeks.

22 Q All right. And Ms. Ruiz, have you ever been  
23 charged, convicted of a crime or arrested?

24 A I was not arrested, not charged. I had a  
25 case with my ex-husband recently -- well, it was in 2003

1 [sic] I was going through a custody battle with my  
2 ex-husband.

3 Q And what happened?

4 A Just, I guess, I -- it sum- -- summarize from  
5 the back. I'll just start from the very beginning. My  
6 ex-husband was working at a high school and was charged  
7 with or fired and -- and accused of having a -- an  
8 affair with a high school student that he was teaching.

9 Q What high school was that at?

10 A Right here at FPC.

11 Q What did he teach?

12 A I don't know.

13 Q Okay.

14 A During that time --

15 Q And FPC, you mean Flagler?

16 A Flagler Palm Coast High School.

17 We were in the middle of our divorce and I  
18 was fighting for custody for my child during that time.  
19 He was drinking heavily, taking my kid to places she  
20 probably shouldn't have been. It was just a really,  
21 really tough time. We had Tile devices, which are like  
22 key trackers while we were married. And I maintained  
23 the app and he had access to the app, but apparently he  
24 never used it or I don't know what his -- the situation  
25 was. I had Tile devices. I continued to use that even

1 through -- even after the divorce.

2           When we were going through our divorce, part  
3 of -- when we were fighting for the custody, I was  
4 trying to get majority of the custody. Some of the  
5 things that we were bringing to the attorney's  
6 attentions [sic] were that, you know, he was going to  
7 the strip club late at night, picking up our daughter,  
8 three, four hours later. It was a horrible, horrible  
9 time.

10           He accused me of stalking because I still had  
11 access to the Tile tracker. He -- the sheriff's office  
12 just sent it to the state attorney, I guess. They  
13 found -- or they didn't press any charges. They sent it  
14 to the state attorney. My ex-husband then began calling  
15 the state attorney daily -- was what was told to me --  
16 to insist that charges be brought, that something --  
17 they said it was a violation of whatever -- Marsy's Law  
18 maybe. Called daily.

19           So finally after about seven months they --  
20 they -- I don't know if like they pressed the charges,  
21 but they found no information. I don't know -- no  
22 information, whatever that means. No information filed.  
23 And then my -- you know, I got an attorney. We went to  
24 court and they -- it was a nol -- no nolle -- nolle  
25 prosee -- nolle pasa (phonetic). I don't know what

1 that -- what happened, but I don't know what it's  
2 called, but I know the charges were dropped, so ...

3 Q All right. I'm gonna hand you what's gonna  
4 be marked as -- are we doing Exhibits A or --

5 COURT REPORTER: One.

6 BY MR. TAGHDIRI:

7 Q This will be Exhibit 1.

8 MR. HAYES: Thank you.

9 (Defendant's Exhibit 1 marked.)

10 BY MR. TAGHDIRI:

11 Q So this is Exhibit 1. Just take a look. Let  
12 me know when you're done.

13 A Uh-huh.

14 Yeah, I have copies of this. Oh, a deferred  
15 prosecution -- yes -- agreement. That's what we went --

16 Q Okay. So are you done looking at this?

17 A Yeah.

18 Q Okay. So the first page is what's called a  
19 direct information. So this was --

20 A Uh-huh.

21 Q -- they charged you with one count of install  
22 tracking devices --

23 A Uh-huh.

24 Q -- tracking applications; correct?

25 A Yep.

1 Q And so you were charged?

2 A Yeah.

3 Q Okay. And then on page 2 it says deferred  
4 prosecution agreement. So this was an agreement with  
5 the state attorney that if you agreed to their  
6 conditions, it was --

7 A Right.

8 Q -- four hours behavior modification course,  
9 community service, some fines and fees, that they would  
10 agree to -- to drop the charges against you?

11 A Right.

12 Q Correct?

13 A Right.

14 Q So did --

15 A But I was -- I was confused because I said  
16 stalking was the no information filed. So that was what  
17 the original charge that he was trying to -- to get, I  
18 guess, like on me whatever. But, yeah, the install of  
19 tracking device was what --

20 Q Okay. So there was --

21 A -- my attorney did.

22 Q -- another charge, stalking, but that was  
23 never --

24 A Right, it was never --

25 Q All right.

1 A Yeah.

2 Q And then we look at the last page, it says  
3 notice of successful completion of deferred  
4 prosecution --

5 A Yep.

6 Q -- agreement and nol pros. So --

7 A Uh-huh.

8 Q -- you complied with the --

9 A Uh-huh. Yeah.

10 Q -- state attorneys --

11 A Uh-huh.

12 Q -- and they dropped the charges --

13 A Yeah.

14 Q -- against you?

15 Okay. And that was just this past October --  
16 right? -- of 2025?

17 A Yes. I think the charges -- charge was  
18 in '23, yeah, uh-huh.

19 Q Okay. And you said that your husband was  
20 calling the state attorney's office?

21 A He was.

22 Q How did you know he was calling the state?

23 A My attorney told me.

24 Q How did your attorney know he was calling the  
25 state attorney's office?

1 A I don't know. He spoke to somebody there.

2 Q And who was your attorney?

3 A I forgot his name. I'm sorry. I forgot his  
4 name. Sorry.

5 Q I won't tell him.

6 A Is it on here? I don't think it -- I don't  
7 know.

8 Q All right. So after you retired from the  
9 service --

10 A Uh-huh.

11 Q -- what did you do?

12 A I worked for Embry-Riddle for close to a  
13 year.

14 Q What year was that?

15 A 2018 to 2019.

16 Q Okay. And Embry-Riddle, that's a university?

17 A Uh-huh. In Daytona. I still work for them  
18 as well.

19 Q And what did you do?

20 A I teach online currently. And I was an  
21 administrative assistant to the College of Business.

22 Q Ms. Ruiz, are those Meta glasses?

23 A Yes.

24 Q Are you recording?

25 A No.

1 Q Okay.

2 A If -- if you record -- they're off.

3 Q Okay. I just --

4 A If you record, there's always a blue light,  
5 just so you know.

6 Q Okay. Yeah. No. I just wanted to --

7 A No. I would -- I wouldn't do that.

8 Q Okay. Okay. So what was your job title at  
9 Embry-Riddle?

10 A Administrative assistant.

11 Q Administrative assistant. Okay. You were  
12 working full-time?

13 A I was.

14 Q Forty hours a week?

15 A Uh-huh.

16 Q Okay. Is that a yes or no?

17 A Yes.

18 Q All right. Sorry. I meant to say --

19 A Yes.

20 Q -- so the court reporter's --

21 A Got you.

22 Q -- taking down. She can't get uh-huhs or --

23 A Yes. Yes.

24 Q In the office?

25 A College of Business.

1 Q In the -- in the --

2 A Oh, in the office?

3 Q Were you working in the office?

4 A Yes.

5 Q Okay. And how much were you making at the  
6 time, if you can remember?

7 A Maybe 65 a year.

8 Q 65,000?

9 A Yes.

10 Q Okay. And why did you leave Embry-Riddle?

11 A I got a job at the Flagler County Sheriff's  
12 Office for the -- a risk manager position. It was  
13 closer to home.

14 Q When did you start working for the Flagler  
15 County Sheriff's Office?

16 A In -- I think it was December of 2018.

17 Q Okay. And you said risk manager?

18 A Yes.

19 Q What did you do as a risk manager?

20 A I did all the workers' comp claims. I did  
21 insurances. I did safety briefings. What else? Safety  
22 assessments. Things like that.

23 Q And how much were you making there?

24 A I think close to the same, 65,000.

25 Q 65. Working full-time?

1 A Yes.

2 Q And how long were you at the Flagler County  
3 Sheriff's Office?

4 A Almost a year.

5 Q So till about December 2019?

6 A Yes. No, August 2019. That's when I got  
7 hired at the County.

8 Q And by County, you mean Flagler County?

9 A Flagler County.

10 Q So you started with Flagler County in August  
11 of 2019?

12 A Yes, sir.

13 Q What did they hire you as?

14 A Risk manager.

15 Q And who hired you?

16 A The HR director.

17 Q Do you remember who that was?

18 A Pamela Wu.

19 Q Pamela Wu. And what was your salary when you  
20 started?

21 A I think it was somewhere around the same.  
22 Maybe closer to 70,000 maybe.

23 Q Okay. And what were some of your job duties  
24 as the risk manager at Flagler County?

25 A All the same. It was workers' compensation,

1 insurances, safety briefings, safety team. That was  
2 about it that was in my lane.

3 Q Okay. And who was your direct supervisor?

4 A Pamela Wu.

5 Q Is there anyone above Pamela?

6 A Heidi.

7 Q And who's Heidi?

8 A Heidi Petito, the county administrator.

9 Q So you reported to Ms. Wu and Ms. Wu would  
10 report to Ms. Petito?

11 A No. I'm not sure if she reported to  
12 Ms. Petito or Jorge Salinas at the time. I'm not really  
13 sure of how that -- that flowed.

14 Q And who was Jorge Salinas?

15 A He was the county -- deputy, yeah.

16 Q And then did you have anyone reporting to  
17 you?

18 A No.

19 Q No. Okay.

20 A Not -- not initially.

21 Q Now as a risk manager, did you have  
22 performance reviews?

23 A Yes.

24 Q Every year?

25 A Every year.

1 Q Okay. Do you remember how those went?

2 A They were always stellar.

3 Q And who would give you those performance  
4 evaluations?

5 A Pamela Wu.

6 Q Any disciplinary actions?

7 A Never.

8 Q And how long were you the risk manager?

9 A Four years. About -- yeah, about four and a  
10 half years, then I was promoted.

11 Q So from 2019 to 2023 you were the risk  
12 manager?

13 A Till 2024.

14 Q '24.

15 A And then I was promoted, yes.

16 Q And what were you promoted to?

17 A HR manager.

18 Q Is that something you applied for?

19 A Applied, no. There -- I was asked to take  
20 the position.

21 Q Who asked you to take the position?

22 A Pamela Wu.

23 Q Was this a new position or was it something  
24 that opened up because someone left?

25 A I think the position was initially designed,

1 but maybe the person she had hired for it didn't fit the  
2 bill and so she was trying to find somebody to step into  
3 that role.

4 Q So they had hired someone?

5 A I believe -- I believe Kelly Papa initially  
6 had had that job, if that was her exact title. And then  
7 it didn't work out, so she was given a different job.  
8 And Pamela was trying to find the -- an HR manager.

9 Q Is Kelly Papa someone who works for Flagler  
10 County?

11 A She is.

12 Q Is she still there?

13 A I -- I don't know, sir.

14 Q Now was the HR manager, was that a  
15 position -- that was a promotion?

16 A Yes.

17 Q Came with more pay?

18 A Yes.

19 Q What was the pay?

20 A I think 92,000.

21 Q And what were some of your job duties as an  
22 HR --

23 A It was a lot --

24 Q -- manager?

25 A It was a lot more responsibility. So I

1 was -- I was to keep all the risk manager duties until  
2 they could hire somebody in that role.

3 In addition, I was going to be stepping in  
4 for the HR director as she was going to be out for a  
5 while on FMLA leave.

6 Q Was that Pam Wu?

7 A Yes.

8 Q Okay.

9 A The job was going to entail -- I mean,  
10 hiring, firing, EEO stuff, EEO cases. I don't have a  
11 copy of that description, but it was -- there were a lot  
12 more responsibility added on top of the risk manager.

13 Q Would your -- as an HR manager, would your  
14 direct report still be Pamela Wu?

15 A As the HR manager? Yes. Yes, sir.

16 Q Okay. And when you got promoted, did they  
17 hire someone to be the risk manager?

18 A No. I think they started to look  
19 potentially. I'm not sure when that ad actually went  
20 out, but I know they were looking for somebody and the  
21 intent was to have me train them for that role.

22 Q Did you have anyone report to you as the HR  
23 manager?

24 A Yes.

25 Q Who were they --

1           A        She had broken it up a few different ways,  
2 but there were only four girls in the office. So how  
3 was it broken down? I think -- I think Michelle Brokaw  
4 was reporting to me and Anita Stoker possibly. Then I  
5 think Chelsie Torres and Kelly -- and Kelly Papa were  
6 gonna report to her. 'Cause there were only four girls  
7 under, so she had broken it up two by two. And I'm not  
8 too sure, it was --

9           Q        Right.

10          A        -- it was some way like that.

11          Q        Sure. And who was Michelle Brokaw? What was  
12 her job?

13          A        She was like recruitment and placement. I'm  
14 not sure what her exact title was, but that was  
15 essentially what she did.

16          Q        And Anita Stoker?

17          A        Benefits.

18          Q        And Chelsie?

19          A        Administrative assistant.

20          Q        And then Kelly Papa?

21          A        I don't know what her role -- 'cause Pam  
22 created that position for her after the HR manager, so  
23 it was maybe a payroll type thing 'cause that was really  
24 where her expertise was.

25          Q        And then what month in 2024 did you take over

1 for the HR manager?

2 A In -- I believe it was Feb- -- late Feb- --  
3 early March.

4 Q Early March. And how long were you in that  
5 position?

6 A For about six months.

7 Q So what happened during your time as HR  
8 manager in that six months?

9 A A lot. And that was -- this is where I think  
10 everything kind of went -- went south. I really enjoyed  
11 my -- my job with Flagler County when I was the risk  
12 manager. I loved working there. It was a great place  
13 to work. Everybody was really good to me. I never had  
14 any discipline, never had any problems with anybody.

15 When I got promoted, there were some internal  
16 issues with Anita Stoker and Pamela Wu and she was  
17 written up in --

18 Q Who was written up?

19 A Anita Stoker was written up in late 2003  
20 [sic]. And from that point on, when Pam wrote -- wrote  
21 her up, it -- it just spiraled. She was -- she had a  
22 vendetta against Pam. She didn't like her. She was --  
23 it was -- it made the entire environment extremely hard  
24 to work in.

25 Q What -- do you know what Anita was written up

1 for in 2023?

2 A She had an outlash on -- Kelly Papa was her  
3 supervisor. And we were all in a -- in a meeting.

4 Q Kelly was Anita's supervisor?

5 A Kelly was Anita's supervisor.

6 We all were in a meeting. And Kelly said  
7 something about what process we were doing. I  
8 couldn't -- I can't recall. We were getting ready for  
9 some type of event. And Anita lashed out at her in  
10 front of all of us. And -- and that's pretty consistent  
11 with her behavior. She's -- you know, she's a bit of a  
12 firecracker. So she lashed out at Kelly. And Pam  
13 didn't like it. Kelly's a little more passive. And so  
14 Pam wrote Anita up for her behavior.

15 Q You were present when --

16 A Yes.

17 Q -- Anita lashed out?

18 A Uh-huh.

19 Q Who else was there?

20 A Michelle Brokaw and Kelly, Pamela, and Anita.  
21 It was all of us. Oh, and Chelsie.

22 Q Do you remember what happened?

23 A What do you mean?

24 Q Do you -- why --

25 A Yeah, that's what happened.

1 Q No. Why did she lash out or what was the --

2 A Yeah. That's what I -- I just explained. It  
3 was -- we were discussing some type of event. And,  
4 again, Kelly's more passive, quiet. And she said  
5 something about maybe an idea she had. I really can't  
6 recall. But I do remember Anita speaking out. She said  
7 it loudly, very -- you know, a lot of times we brush it  
8 off because it's that personality, but it's never an  
9 excuse. And so you -- you shouldn't just brush it off  
10 because that's a person's personality, but she did lash  
11 out at Kelly, got written up for it. Was extremely  
12 upset with Pam about it.

13 Apparently, they called her into the office  
14 to give her the -- the -- the write-up. She then lashed  
15 out again and they -- they got into it in the meeting  
16 with Jorge and Pamela and Anita. They decided not to  
17 put it in her -- in her personnel file and to hold onto  
18 it. I don't know what that means or what.

19 But that tends to be the way when you have  
20 people there with higher tenure. And Anita is one of  
21 those people. So after that it -- again the dynamics  
22 changed. She was extremely upset with Pam and she  
23 would -- she had it out for her. She really did.

24 Q Anita had it out for Pam?

25 A Pam. A hundred percent.

1                   And I -- I genuinely believe that the intent  
2 was not -- I was not the direct target in the entire  
3 situation. I believe I was just in the crosshairs. And  
4 so when Pamela was looking for the HR manager and asked  
5 me to -- to do the job and I agreed, I think that that  
6 really bothered Anita even more because that happened  
7 about four or five months after her write-up. And so I  
8 think she took it personal. I think she was extremely  
9 upset about my promotion. And it -- it just -- it  
10 spiraled from there.

11           Q       Did you consider you and Anita to be friends?

12           A       Yeah, absolutely.

13           Q       Is it correct you both bought houses in  
14 Margaritaville --

15           A       We did.

16           Q       -- pretty close to each other?

17           A       Yeah. It's a couple blocks away.

18           Q       Did she recommend that house to you?

19           A       I don't live there full-time.

20           Q       Oh.

21           A       My mother lives there may -- mostly.

22           Q       Was Anita the one that introduced you to that  
23 spot?

24           A       Yeah. Yeah.

25           Q       Did you and Anita hang out outside of work?

1           A       No.

2           Q       How would you describe you and Anita's  
3 relationship while you were the risk manager?

4           A       We were -- we were cool. I mean, we -- I was  
5 really cool with all the girls, honestly. Again, I  
6 don't put myself in high stress situations. I try to  
7 avoid them. So all the relationships at work were --  
8 were really good. I didn't have any, you know, major  
9 problems with anybody. I kind of stayed in my lane  
10 because my job was very -- it was just much separate  
11 than what -- everybody had their own individual role.  
12 So nobody did risk managing. Nobody did risk  
13 management.

14                    So it was very -- I was a bit secluded. So  
15 the relationships that I had with them were normal  
16 working relationships with the ladies. I didn't hang  
17 out with any of them after work.

18           Q       When you took over as risk manager, did they  
19 have a risk manager before?

20           A       No.

21           Q       All right.

22           A       So it was a new position.

23           Q       And I guess Flagler County hired you because  
24 of your experience with the Flagler County --

25           A       The sheriff's.

1 Q -- Sheriff's Office?

2 A Yeah. But I would -- I had a lot of risk  
3 experience from the service as well and HR.

4 Q What was some of that experience in the  
5 service that you had?

6 A With HR?

7 Q With risk or HR stuff.

8 A With risk, I -- I built bombs. I mean, I  
9 can't think of anything more risky. But I did go  
10 through all of the, you know, risk training and things  
11 like that that they -- or all of the trainings that they  
12 had in the service.

13 Q Did you have any certificates or anything --

14 A In the service -- from the service, yeah,  
15 risk management.

16 Q Do you remember any of them?

17 A Oh, gosh. I -- it's been so many years.

18 Q Okay.

19 A I don't recall.

20 Q And just back to that, when you said that  
21 Anita lashed out --

22 A Uh-huh.

23 Q -- at -- at Kelly. Was she -- when you say  
24 lashed out, was she yelling?

25 A Uh-huh.

1 Q Was she raising her voice?

2 A Yeah. She raised her voice.

3 Q Okay. Did you ever talk to Anita about it?

4 A Yeah. So afterwards I think after Pam  
5 addressed it with Anita, she went to each of us  
6 individually and just was like, hey -- she apologized.  
7 She said that, you know, she -- she was sorry.

8 Q Anita apologized?

9 A She did. She said that she was sorry for,  
10 you know, lashing out. And that if she offended  
11 anybody. Because I think Pam kind of brought it to her  
12 attention. And then she kind of went to us each  
13 individually, you know, and sometimes people tend to do  
14 that if they're trying to clean up, you know, and just  
15 making sure they get everybody on board. That seems to  
16 be the -- the way in that office especially because  
17 Anita's the tenure there, she will go to each one  
18 individually -- each person individually to, I guess,  
19 recruit, ensure that everybody's on her side, ensure  
20 that everybody is on the same page with her. And a lot  
21 of those girls in there are, you know, very passive, so  
22 she has the strongest personality there and easy to  
23 persuade.

24 Q You say Anita's tenured, do you know how long  
25 she's been --

1           A        I don't. I don't know. I'm sure over 10  
2 years --

3           Q        But she was --

4           A        -- 11 years.

5           Q        -- there when you got there?

6           A        She was. She was probably there for five or  
7 six years, but because she's moved to different offices  
8 and -- and had different roles, she -- you know, she's  
9 known.

10          Q        Okay. So after this incident with the --  
11 with the write-up --

12          A        Uh-huh.

13          Q        -- what happened next?

14          A        Again, she just -- the dynamics changed with  
15 her and Pam. And it became extremely stressful.  
16 They -- I -- you know, it's unfortunate. I don't know  
17 what happened. I just know that they really did not  
18 like each other after that. And it -- the environment  
19 changed.

20                    So when Pam asked me to be the HR manager, I  
21 initially was not going to -- to take it. I had to  
22 think about it. 'Cause I knew that it was gonna be a  
23 lot more stress than what I was dealing with at the time  
24 with -- you know, with the risk manager position.

25                    And then I decided to take the job and, you

1 know, I -- it appeared that I got support from  
2 everybody. Everybody seemed to be excited that I was  
3 taking the job. Everybody in the office was  
4 congratulating me. They were happy. But, I guess,  
5 because -- and I don't know the whole story 'cause I  
6 wasn't in the office, but apparently when Pam told Kelly  
7 that she wasn't fitting the bill, that she was gonna  
8 create a position for her in another -- in another  
9 capacity, it -- it upset Kelly because I think it almost  
10 felt like a firing.

11 So, you know, again, I wasn't in the office.  
12 I had no idea what was happening. I didn't understand  
13 that situation. I know I was just asked to be the HR  
14 manager. And so I think maybe Anita kind of felt like  
15 Kelly got the -- you know, raw end of the deal and got  
16 fired and maybe moved to a lesser position. And, you  
17 know, I don't know if she took it personal. I -- I -- I  
18 don't know. But I know --

19 Q This is your -- your speculation of your  
20 peers?

21 A Well, it was mentioned. She -- the fact that  
22 Kelly got repositioned into a different -- a job. It  
23 was mentioned. I mean, Kelly was clearly upset. But,  
24 you know, Pam told us that Kelly was happy with the  
25 position, that she felt too stressed being the HR

1 manager, so but then Kelly was crying about it. So, you  
2 know, it was like two different perspectives. You know,  
3 we were like in the middle, but I was offered the job  
4 and so now I'm like do I take the job? 'Cause I really  
5 liked Kelly. And am I -- am I taking the job from  
6 Kelly? But that was not the impression Pam gave. So,  
7 you know, I took the job. Pam was out for FMLA shortly  
8 after that for 12 weeks. And, you know, it -- my life  
9 just became hell.

10 Q Do you know how long Kelly was the HR manager  
11 for before they gave it to you?

12 A I -- I don't know. I don't know. It was a  
13 few months at least. Maybe even closer to a year. I'm  
14 not too sure. I -- I'm not too sure.

15 Q When you -- when you were the risk manager  
16 would you interact with them that much -- or HR  
17 manager -- or would you see how she was -- Kelly was  
18 performing or -- or you didn't have that much  
19 interaction with that?

20 A Honestly, like work-wise, we did occasionally  
21 because Kelly was a numbers person and so I would need  
22 numbers for payroll and things when I was doing  
23 insurances, but mostly like not a whole lot of  
24 interaction that way. You know, I know that, you know,  
25 I would hear things. I'd hear that, you know, Pam was

1 saying that she wasn't doing a good job and -- and that  
2 type of thing, but ...

3 Q Pam would tell you that Kelly --

4 A No, Kelly openly said that.

5 Q Oh.

6 A You know, but I -- I didn't witness that  
7 because I don't -- I was not in that -- in that -- you  
8 know, I wouldn't know that. I just wouldn't know that.

9 Q So do you remember about when in 2024 Pam was  
10 out on FMLA when she started?

11 A I think she went out in maybe early May  
12 sometime. I'm -- I'm not too sure.

13 Q And at this time was there a risk manager or  
14 were you still performing?

15 A I was still performing risk manager duties.

16 I do -- I can say I was offered a -- a  
17 position that I -- that -- during the time when I was  
18 offered the promotion I was offered a position at  
19 another local -- a local county or loc- -- local city.  
20 And --

21 Q Do you remember when this was?

22 A It was about the time that she offered me the  
23 job for the HR manager, so -- and I was very open with  
24 Pam. I said, you know, I was offered another job.

25 Q This is March of 2024?

1 A Yes. Uh-huh.

2 Q Okay.

3 A And she asked me how much they were offering  
4 me. And I told her. And so she matched the pay of what  
5 I was going to get if I were to take that other job. I  
6 showed her the offer. And it was a -- it was a risk  
7 manager position, too.

8 So that was another part of the -- of my  
9 decision was because I could have went to another city  
10 nearby for -- to be a risk manager, just a risk manager.  
11 And she was asking me to do the same job, but to tack on  
12 HR manager duties.

13 Q And do you remember what city that was?

14 A Ormond.

15 Q So you turned -- turned down Ormond Beach --

16 A Uh-huh.

17 Q -- because Pam offereded you --

18 A Yes.

19 Q -- more money?

20 A Well, matching --

21 Q To -- to --

22 A -- pay.

23 Q To match your pay. Okay.

24 A Right.

25 Q To match.

1           A        When I was making that decision something  
2 that stood out was how Anita was telling me to take the  
3 job. Like all the other girls were like, you know,  
4 we -- we talked about things. And I was like, I just  
5 don't know what to do. And they were all encouraging  
6 me. And Anita, I remember one time she looked at me and  
7 she said, I would go now. Go now because things are  
8 about to get crazy or whatever word she might have used.  
9 Things are about to get hot or something. So I -- I  
10 kind of knew something -- she was working up something.  
11 But I also knew that her relationship was -- with Pam  
12 was toxic. So I was thinking it had nothing to do with  
13 me because, you know, I was okay with everybody. I had  
14 no issues.

15           Q        Okay. So when Pam goes out on FMLA, describe  
16 what was happening.

17           A        So it was a lot. It was very stressful. I  
18 picked up a whole bunch of new tasks, new jobs, just a  
19 whole new role.

20                    During that time I know Anita went from  
21 verbally saying she would never want that position for  
22 the HR manager when Pam was initially looking for  
23 somebody to fill the role because she said she never  
24 wanted to do any hiring or firing. That was her -- her  
25 biggest gripe. I would never want to hire and fire

1 people. Because she never wants to be the bad guy.

2 Respect it.

3 She -- when I took the position, I think she  
4 felt very slighted because she had been there longer  
5 and --

6 Q This is Anita?

7 A Anita.

8 And, you know, the topic of discussion was  
9 consistently how much money I was making in the new  
10 role, consistently. It was like -- it was -- it was  
11 like an obsession with her. On -- I can remember on one  
12 occasion we were all in the office. I was sitting  
13 on Anita's couch right by the door where you walk in the  
14 door, there's a little couch right here. Kelly Papa's  
15 standing right here. Anita's at her table -- or her  
16 desk. And she says, well, you know, that \$20,000 raise  
17 can -- can just go away. The commissioners can take  
18 that money away.

19 Now, again, she's been there for a long time  
20 and I was there a lot less time, so a lot of times you  
21 tend to believe people that are in those tenured  
22 positions because they -- they give that perception that  
23 they are -- you know, they're there for a long time.  
24 They know everything and they know everybody. And it  
25 kind of makes -- it minimizes you, you know, because

1 you're like do I believe this person. And then, you  
2 know, they -- they tell you how everybody loves them.  
3 And everybody -- and you think like this and you start  
4 to believe that and it makes you -- you know, it's like  
5 a -- like a power role. And so she -- she a hundred  
6 percent just ran in on that on me.

7           Later I found out the commissioners could  
8 have never done that because we -- I told Heidi what she  
9 said in a meeting. And Heidi said that is absolutely  
10 not true. They cannot take your raise from you. But  
11 she was just consistently bringing that up. I don't  
12 know -- that was just a very -- upsetting for her I  
13 think.

14           Q       Now, when that -- when Pam was looking for a  
15 new HR manager, was -- did they open the application  
16 to -- to everyone? Do you know?

17           A       I think she told everybody in the office and  
18 I think Anita made it very clear that she did not want  
19 to do the hiring and firing because, again, you know,  
20 everybody knows her. Everybody likes her. And so she  
21 didn't wanna be the one to do the firing. Nobody  
22 wants -- that's like the worst part of an HR director.  
23 I'm sure. And so I get -- I understood.

24                   But, you know, somebody had to do that during  
25 the time she was gone and -- because of my role as HR --

1 I'm sorry. As the risk manager, I didn't have a whole  
2 lot of involvement with people except the people that  
3 were injured or hurt at work, so for me being the HR  
4 manager, hiring, firing, it wouldn't have mattered to me  
5 either way.

6 Q Did you have to formally interview for the HR  
7 manager position?

8 A No. I worked with Pam every day.

9 Q So it seems like you were --

10 A Promoted.

11 Q -- the only one that -- yeah, expressed  
12 interest in it.

13 A Pretty much, yeah.

14 Q But you don't know if they made it available  
15 to the outside?

16 A Oh, no, I don't -- no, they didn't make it  
17 available to the outside.

18 Q Just an internal promotion?

19 A Yes. They had made it available on the  
20 outside when Kelly applied --

21 Q Okay.

22 A -- which was closer to a year, maybe even  
23 less before that, so I know that, you know, they had a  
24 pool at that time.

25 Q Okay. All right. So you said most of

1 Anita's issues were with Pam so when Pam goes on FMLA  
2 leave what happened?

3 A It just -- you know, there were subtleties.  
4 Again, there were comments that she was making about  
5 things about to blow up. That was the word. Things are  
6 about to blow up is what she said.

7 So I knew she was working on things, I knew  
8 she was working on -- on whatever she was working on to  
9 get Pam removed.

10 She often brought up the fact that Pam did a  
11 lot of investigations. That was her biggest gripe with  
12 Pam. She does a lot of investigations. She says she's  
13 investigating everybody. She's the HR director. She  
14 can investigate who she wants, but Anita had a huge  
15 issue with that. And I can recall one time in front of  
16 other girls in the office as well she brought up a -- an  
17 investigation that Pam did on Melanie Thomas. Melanie  
18 was a director for the -- for -- I'm sorry. University  
19 of Florida Agricultural -- we have a -- we have a branch  
20 and she was the director there.

21 And at this time I was taking the HR manager  
22 position, I had no idea about any investigations. I  
23 never read any investigations. It was not in my area.  
24 It was not in my job, nor did I need to read any  
25 investigations. But Anita did. She read all the

1 investigations. And she's a benefits manager. She has  
2 no role. No skin in the game with investigations. Nor  
3 should she be digging in them.

4 But she knew -- she said did you read -- did  
5 you read Melanie Thomas' investigation? Did -- her  
6 behaviors are exactly the way Pam acts. She was  
7 comparing Melanie's behavior in those investigations to  
8 Pam.

9 And so, again, that -- she's -- she's in the  
10 files. And another time she brought up Pamela being --  
11 Pam being arrested in her twenties for a DUI. The only  
12 way she would have gotten that information is by digging  
13 in Pam's personnel file and reading the FDLE report from  
14 when Pam was hired.

15 Q Would it be possible for her -- Pam to tell  
16 Anita about --

17 A No.

18 Q -- a DUI arrest?

19 A No. No.

20 And when all of this happened, that was one  
21 of the things that I had discussed with Pam. And she  
22 said absolutely -- absolutely not. Because they told  
23 her when she got hired apparently not to put that  
24 because it had been longer than seven years. There's  
25 usually like a seven-year -- and the old HR director

1 told her, you know, if it's been longer than seven  
2 years, you don't have to include it. So she -- she  
3 didn't.

4           When they -- when they asked her. And it  
5 came up on her FDLE report. And the old HR director  
6 asked her about it. She told him. They didn't worry  
7 about it.

8           But Anita had such a hang-up on that. And  
9 she consistently, again, brought that up, that Pam lied  
10 on her application because she put no. The old HR  
11 director told her it was longer than seven years, she  
12 didn't have to.

13           So, you know, that was a complete  
14 discrepancy, but the point is that Anita was reading her  
15 FDLE report and it's -- again, you can't do that. It's  
16 against the law. And so she brought it up. She -- she  
17 discussed it openly. Another thing she should not --  
18 and -- and me, as the HR manager, never -- even as a  
19 risk manager, never looked at an investigation, never  
20 looked at anybody's FDL- -- I just had no need to do  
21 that. And so that was just part of the -- part of me  
22 just staying in my lane and doing my job. But this  
23 seemed to be a consistent path with Anita. She does --  
24 she'll dig in -- in files and -- and kind of gather  
25 those things on people to use them for personal gain.

1 Q So these -- these files --

2 A Uh-huh.

3 Q -- they're kept --

4 A Personnel.

5 Q -- they're kept on, I guess, the server or  
6 the computers in your office?

7 A I think now they are, but our personnel files  
8 used to be paper.

9 Q Oh, so when you were the risk manager and HR  
10 manager it was all paper files?

11 A All paper files.

12 Q Where were the paper files kept?

13 A In the office next to Anita's.

14 Q And where was your office?

15 A Around the corner, down the hall. So it was  
16 a little further. But it was all in one big office. We  
17 just had like five or six smaller offices.

18 Q Okay. Were the paper files, what was -- it  
19 was just a records room?

20 A Yes, a records room, yes, sir.

21 Q Was the door locked?

22 A Yes, but we all had keys.

23 Q So everyone in the office had --

24 A Yes.

25 Q -- access to that room?

1 A Yes.

2 Q Was there any rule or policy that said  
3 employees could not access those files?

4 A Yeah. There is a policy that says you're not  
5 allowed to access the files for personal gain. And --  
6 and, again, as a benefits manager, there's no interest  
7 in your position to look at investigations or FDLE  
8 reports.

9 Q Would there be any reason that Anita would  
10 need to access those --

11 A No.

12 Q -- files in that room?

13 A I mean benefits-wise, no, not for a fire --  
14 not for an investigation. No, investigations are in a  
15 separate area. There's no reason to be reading  
16 investigations.

17 Q Did you ever see Anita personally going in  
18 that room and looking at people's files?

19 A I never did, no, but there's -- you know,  
20 there's times that she's in there alone because she  
21 works late hours.

22 Q But did you ever see her?

23 A No, I never saw her personally.

24 Q Did she ever tell you that she was going in  
25 there to look at people's personnel files -- employees'

1 personnel files?

2 A She told me what was in the report. She told  
3 me to go read it. That she suggested you should go read  
4 this investigation because her behaviors are very  
5 similar to Pam's. Again comparing Melanie to Pam.

6 I told her I'd -- I'd never read the  
7 investigation. Then, again, also the discussion of  
8 Pam's FDLE report, which I would have never -- I just --  
9 I -- again, I just had no interest in people's personal  
10 lives or -- or investigations.

11 Q Did they make the switch from paper files to  
12 electronic while you were there?

13 A Towards the end. I think towards the end,  
14 they had just gotten the contract with the company and  
15 they were just starting to mail off all of the files to  
16 get scanned.

17 Q And when they went to electronic files, did  
18 only certain people have access or was --

19 A I wasn't there at the time, sir.

20 Q Oh. So they had started the transition?

21 A Yes, sir.

22 Q Okay.

23 A Right. Yeah, preparing for them.

24 Q Okay. So after Anita tells you about Melanie  
25 Thomas, what happened next?

1           A       Nothing.  It was just, you know -- okay.  
2       So -- all right.  So then after that was -- I had  
3       several meetings with Jorge and Heidi in between that  
4       time, close to about four or five meetings about her  
5       behavior, about --

6           Q       About Anita's behavior?

7           A       Yes.  About her consistently talking about my  
8       raise consistently.  At one point I had posted a picture  
9       on my Facebook -- on my personal Facebook with me in --  
10      and I had a pair of shoes with -- like a really nice  
11      pair of shoes.  And in the picture it was like angel  
12      wings.  Like it was like a fake angel wings.  And she  
13      says -- she came in, she was like don't you think that  
14      posting a picture like that is tone deaf.  And I was in  
15      shock because I knew she didn't have social media.  And  
16      I was thinking why are you on my social media.  And why  
17      are you telling me that it's tone deaf.  But, I guess,  
18      because the issues I was having with my ex-husband and  
19      the angel wings made her feel like I was being tone deaf  
20      in some way.

21                   And so, again, it was -- it was these  
22      personal attacks.  All of a sudden it was her -- her  
23      behavior just got -- she just went rogue.  It wasn't  
24      even the person I knew before.  Because, again,  
25      they were -- she would never -- she never behaved that

1 way. I feel like I was just in the crosshair of her  
2 vendetta that she had on Pam.

3 The county commissioners were receiving  
4 anonymous emails, again, addressing Pam's FDLE report,  
5 which should --

6 Q Do you remember which --

7 A -- have never been discussed.

8 Q -- which county commissioners were receiving  
9 emails?

10 A Heidi told Pam that it was -- it just came  
11 from the commissioners. I'm not too sure if it went to  
12 just one, but, you know, the -- the -- the one that  
13 sticks out in my mind is Andy, but I think that's  
14 because -- Andy Dance. Because I think he is -- he was  
15 the chair at the time. But Heidi told Pam that, you  
16 know, they were getting all of these emails about her  
17 FDLE report, which limited access, there's not a whole  
18 lot of people with a problem with Pam and access to  
19 those files.

20 So Heidi and Jorge had us in a meeting and  
21 they agreed -- they knew it was coming from Anita. They  
22 knew that Anita was sending out the emails. We got a  
23 bunch of public records requests. Same thing.  
24 Requesting my information. Requesting Pam's  
25 information. Requesting Pam's original application

1 for -- for her hiring and she had been working there for  
2 eight years and now they wanted her original  
3 application.

4           So based off of the things Pa- -- Anita was  
5 saying and based off of the public records request,  
6 Jorge and Anita [sic], you know, they -- they had the  
7 same assumption that we did, where that was funneling  
8 from.

9           Q       You mean, Jorge and Heidi?

10          A       Jorge and Heidi. I'm sorry.

11           At one point they said they were going --  
12 there was an article written and in the article there  
13 was a bunch of comments that used very HR verbiage, a  
14 lot of HR verbiage, a lot of HR terms, and they were in  
15 the meeting saying we're pretty sure that this one is  
16 Anita, based off of the name. And they said they were  
17 going to call her and have a meeting and have that  
18 article -- 'cause the way the conference room is set up,  
19 there's a big table and a screen, they were gonna have  
20 that article pulled up with her comments.

21           You know, I spoke to Al, our county attorney,  
22 Al Hadeed. And he -- I had a long conversation with Al.  
23 And Al said, Sam, I'm gonna do an internal  
24 investigation. We know this is somebody internal.  
25 They're using -- they're using verbiage that only an

1 employee in HR would use. I don't know if that ever  
2 happened.

3 But, you know, at that time through all of  
4 these meetings I had with Jorge and Heidi, they were a  
5 hundred percent supportive. They knew what she was  
6 doing. They knew how her behavior was -- was just a  
7 hundred percent just rogue.

8 Q Do you know if Jorge and Heidi ever met with  
9 Anita?

10 A Yeah. I'm pretty sure they did. Actually at  
11 one time we all met together and during --

12 Q The -- the four of you?

13 A Uh-huh.

14 And during this time, when I had gotten  
15 offered the job at the City of Ormond Beach in June when  
16 I was thinking about leaving -- again, because it had  
17 gotten so bad in our office and I couldn't deal with the  
18 stress -- and I was going in to Heidi and Jorge multiple  
19 times a week saying, I can't deal with the stress like  
20 I'm not having a good time with -- with my medications  
21 and my stress level is up to here. I was fine when I  
22 was risk manager and doing my own thing and now she is  
23 making the environment just a nightmare for me. You  
24 know, I'm afraid I'm gonna lose my job.

25 I'm afraid that my -- my raise is gonna go

1 away. She's telling me they're gonna take my raise.  
2 Just a hundred percent bullying me. And I'm thinking,  
3 you know, does she know more than me, because you think  
4 she does because she's been there so long. And then,  
5 you know, the psychological, everybody likes me. It  
6 just makes you really feel like -- regardless, I went in  
7 there, told them over and over how I was feeling.

8 By June, I said -- I told Pam I am thinking  
9 about resigning. I think I'm gonna go take that job.  
10 The city still offered me the other position. Said it  
11 was still open, if I was still interested. So I was  
12 thinking about going. Everything was good.

13 Then I never submitted a resignation. I had  
14 -- I wrote it up on my -- on my desktop. Wrote it up.  
15 Was getting prepared to do that. Spoke to Al Hadeed, he  
16 said, Sam, don't go anywhere. Do not go anywhere. I'm  
17 going to handle this. We're gonna do an internal  
18 investigation. Do not leave. I never submitted the  
19 resignation.

20 The resignation that was submitted was the  
21 one that they handed me in July at the table and said to  
22 sign. And you can see that the one that I had  
23 originally written on my desktop that was submitted was  
24 not signed because I was given one that I was forced to  
25 sign.

1           Hei- -- she -- there was an anonymous phone  
2 call to the City of Ormond Beach about me during that  
3 time, along with the anonymous emails to the county  
4 commissioners, and all of the public records requests.  
5 The City of Ormond Beach received this call, told me  
6 that somebody called and said that they -- they needed  
7 to reconsider my position.

8           You know, and -- and I want to just go back  
9 to -- I did not have any enemies in working at the  
10 County for many years, I did nothing but a great job  
11 there. You know, I had -- so this all started and  
12 stemmed during this time from -- from this position.  
13 The irony of what happened to me at the City of Ormond  
14 Beach is the same thing that happened to Pam just 10  
15 months ago.

16           So 10 months ago, Pamela Wu got offered a  
17 position at the city of -- I don't -- I don't know where  
18 she's working. What -- what jobs do is they call and  
19 they do a job verification to your last job. They did a  
20 job verification for Pam. She had been keeping all of  
21 her jobs quiet. She didn't want to tell anybody where  
22 she was applying. Rightfully so. She -- just her and  
23 her husband were the only people that knew she had  
24 gotten offered this job. They did a job verification.  
25 Within 24 hours of the calling to the city of -- or

1 calling to Flagler County, they got an anonymous call to  
2 the city that called and asked for the job verification  
3 for Pam. And they said, do not hire her. She's got a  
4 lot of lawsuits against her. Look -- look into Pamela  
5 Wu.

6 The only people that knew she had that job  
7 was her and her husband. So now I can't even use the  
8 county as a job verification because the job  
9 verifications go through human resources. So when they  
10 call, it either goes to Chelsie or Pa- -- or Anita. And  
11 because they all talk, Chelsie probably said, hey  
12 everybody, I got a job verification for Pam. However  
13 that might have went.

14 So Pam calls Jorge. And Pam says why -- what  
15 is going on. It's been a year since I've left there.  
16 Who would call my current employer or the people that  
17 are offering me a job. It's the same thing that  
18 happened to me at the City of Ormond Beach. So it all  
19 aligns to Anita's behavior.

20 Q Is this what Pamela told you?

21 A Absolutely.

22 Q So you and Pamela still speak?

23 A Very rare. I think I've spoken to her about  
24 three or four times in the past three years -- two  
25 years.

1 Q Okay. I'm gonna -- we're gonna get back to  
2 the resignations you were talking about.

3 A Okay.

4 Q So these are gonna be Defendant's Exhibit 2  
5 and then Defendant's Exhibit 3.

6 (Defendant's Exhibit 2 marked.)

7 (Defendant's Exhibit 3 marked.)

8 BY MR. TAGHDIRI:

9 Q I'm gonna show you Exhibit 2 first.

10 A Okay.

11 Q Just take a moment. Let me know when you're  
12 done.

13 A Uh-huh.

14 Q Okay.

15 A I know this one.

16 Q What is this?

17 A I didn't write this.

18 Q You don't --

19 A This was -- this was handed to me at -- when  
20 I was asked to resign.

21 Q Who handed it to you?

22 A Heidi.

23 Q Whose signature is that?

24 A That's mine.

25 Q Did you sign it?

1 A Yes, I did.

2 Q But you were saying --

3 A I was in complete shock. They called me into  
4 the office because, again, when I was telling Pam that I  
5 was thinking about resigning, everybody was telling me  
6 to stay put. Even Heidi and Jorge were like we're gonna  
7 take care of this. We're gonna handle it. Just -- just  
8 stay put. Everything's gonna be okay. We're gonna do  
9 an investigation. We're gonna figure out, you know,  
10 what's going on.

11 So when I got called into the office -- first  
12 they called -- they called in everybody in the office.  
13 And when I got called in the office, they handed me  
14 this, I was in -- I was -- I was in shock. They were  
15 like we're gonna honor your resignation. I'm like what  
16 resignation?

17 So it was like -- it was -- it was almost  
18 like just a way -- a cop-out because they didn't want to  
19 deal with Anita's behavior.

20 Q So who else was in the office when they  
21 handed you this Exhibit 2?

22 A I think it was Heidi, Jorge, and then the --  
23 Sean. I think Sean Moylan was in there. The county --  
24 the assistant county attorney was at the time I think.

25 Q So it's your testimony here today that this

1 Exhib- -- this resignation, Exhibit Number 2, you did  
2 not write this?

3 A This is what they handed me. Right. I did  
4 not. It was preprinted ready for me when I walked in.

5 Q Okay. But you did sign it?

6 A I did. Yeah. I didn't know what was going  
7 on.

8 Q All right. And then I'm gonna hand you  
9 what's gonna be Exhibit -- Defendant's Exhibit 3.

10 A Uh-huh.

11 Q Take a moment to look at this letter. Let me  
12 know when you're done.

13 A Right.

14 Right.

15 So this was the one -- okay. Wait. I'm --  
16 this is the one that I wrote on my desktop. Yes, this  
17 is the one that I wrote on my desktop. I had this  
18 scanned in. This is the one that Pam -- yeah. This is  
19 the one that I wrote when they told me to stay put.

20 Q Okay. Did you show this Exhibit Number 3 to  
21 anybody?

22 A You know, if it -- if it -- it might have  
23 been Pam maybe. And then it stopped right there. But  
24 it was never -- Pam said we're gonna fix this. We're  
25 gonna get it right, like just stay put. The -- I mean,

1 the impression was that they really didn't want me to  
2 go.

3 So, you know, I had so many conversations  
4 with Pam during that time because of, you know, how --  
5 how -- it was just so stressful. And I was -- I had  
6 faith that they were going to do the right thing and  
7 they were gonna do what they needed to do. And so when  
8 I said that I was going to stay put, this was when I had  
9 initial -- or the second time the City of Ormond Beach  
10 had told me I can come back and take the job. And when  
11 they pulled the job offer was after they got that call  
12 from anothe- -- again, another anonymous call. And they  
13 told me that they were gonna pull the job offer.

14 And, like I said, I think that this was  
15 something that Pam and -- Pam and I discussed because  
16 Pam said that, you know, hey, stay put. We're gonna  
17 work through this. We're gonna find out what's going on  
18 because she knew how much, you know, stress that that  
19 whole situation was causing me.

20 So, you know, again, if -- if -- me and Pam  
21 discussed this, it's a possibility. But, you know, I  
22 know that there wasn't a -- it wasn't a full -- there  
23 was not a resignation after they knew that Anita had  
24 called over to the City of Ormond Beach.

25 And when I met with Heidi after this, and

1 after I talked with Heidi and Jorge about the anonymous  
2 phone call that got that job, you know, pulled or  
3 rescinded, they told me at that time also just stay put.  
4 We're gonna fix this. We're -- and -- and this was the  
5 reassurance I got from everybody.

6 Q And then this Exhibit Number 3, is that your  
7 signature as well?

8 A Yes. That one is my signature.

9 Q And then in both Exhibit Number 2 and Exhibit  
10 Number 3, both resignations seem very cordial? There  
11 was no discussion of any retaliation or discrimination?

12 A Well, yeah, no, I mean, I wouldn't put  
13 that -- put that in the letter anyways.

14 Q All right. I'm gonna hand you what's gonna  
15 be Defendant's Exhibit Number 4.

16 (Defendant's Exhibit 4 marked.)

17 BY MR. TAGHDIRI:

18 Q Just take a moment to look at that.

19 A Right.

20 Q What is Defendant's Exhibit 4?

21 A Oh, it's an email.

22 Q Okay.

23 A From Pamela Wu.

24 Q Okay. And who was it sent to?

25 A Anita Stoker, Michelle Brokaw, Kelly Papa,

1 Chelsie, and me.

2 Q What is this email about?

3 A Me remaining in the office working.

4 Q Okay.

5 A Because like -- like I was saying, when --  
6 when we discussed this resignation and then the job  
7 offer was rescinded because of the anonymous phone call  
8 they received, Pam basically said, you know, just stay  
9 put. We're gonna fix this. And that's what this says  
10 right here, that I would still be employed. She's to  
11 continue to perform risk manager, human resource tasks.  
12 Because we were trying to keep a lot away from Anita.  
13 Because we didn't want her to know what the next move  
14 was because she was calling ahead to these places and  
15 causing disruption.

16 So that's why in this email, she says I feel  
17 that it's beneficial for her to be in the office as much  
18 as possible because initially we were saying that, hey,  
19 she's got another job offer. She's thinking about  
20 leaving. And then now all of a sudden that job is  
21 rescinded because of an anonymous phone call, and then  
22 Pam sends this email out and says, she's gon- -- she's  
23 staying. She's gonna work some days at home because we  
24 couldn't let Anita know what was going on.

25 Q And then just -- that's when it says that she

1 may work some days at home, but would strive to be in  
2 the office as much as possible --

3 A I was --

4 Q -- until we get someone new hired and  
5 trained.

6 A Yeah. I was gonna be there all -- the whole  
7 time because the applicants they had at the time had no  
8 risk management experience. And so Pam was like, just  
9 stay put. But we told her that because we were trying  
10 to disguise what was going on.

11 Q Okay.

12 A Because we knew what she was doing.

13 Q All right. And this is going to be  
14 Defendant's Exhibit 5.

15 (Defendant's Exhibit 5 marked.)

16 BY MR. TAGHDIRI:

17 Q Just take a look at this and let me know when  
18 you're done.

19 A Uh-huh.

20 Uh-huh.

21 Uh-huh.

22 Q Do you recognize this document?

23 A Yes. This is a text between Chelsie and I.

24 Q Okay. And what does this text message say?

25 A This was talking about me going to the City

1 of Ormond.

2 Q Okay.

3 A This was prior to the rescinding and prior to  
4 them receiving the anonymous call.

5 Q Do you know when this text message was sent?

6 A I don't.

7 Q All right. Okay. But in this text message,  
8 I presume -- so it says --

9 A It says, I'll be working a few hours a week.  
10 Using my PL -- that's right. So sometime in August.  
11 Right.

12 Q Hopefully by then Pam will have a replacement  
13 for me.

14 A Uh-huh.

15 Q So that meant you were leaving to go to  
16 Ormond Beach; correct?

17 A Yes. 'Cause, yeah, that was the intention.

18 Q Then I'm gonna show you what we're gonna mark  
19 as Defendant's Exhibit 6.

20 (Defendant's Exhibit 6 marked.)

21 (Off-the-record discussion.)

22 THE WITNESS: Okay.

23 BY MR. TAGHDIRI:

24 Q Okay. Ms. Ruiz, what are we looking at here?

25 A Personnel action.

1 Q Okay. Is this personnel action form for  
2 yourself?

3 A Yes.

4 Q Okay. And then on -- if we look it's from  
5 the human resource department.

6 A Uh-huh.

7 Q It was entered July 19th, 2024?

8 A Yes.

9 Q So what is the reason they put for you  
10 leaving Flagler County?

11 A Resigned.

12 Q Okay. So did you resign?

13 A No. I don't feel like I resigned. I feel  
14 like I was considering taking another position and I  
15 feel like once my job was rescinded due to an employee  
16 at the County, the County got nervous. They got -- they  
17 didn't know what to do and rather than handling the  
18 situation, they just let me go.

19 Q We've been going for an hour and a half.  
20 Does everyone wanna take a break?

21 A I'm fine.

22 MR. MUZII: Take a five-minute break?

23 MR. TAGHDIRI: We can take a five-minute  
24 break.

25 MR. HAYES: Okay. Thanks.

1 MR. TAGHDIRI: Yeah.

2 VIDEOGRAPHER: We are going off the record.

3 The time is 11:29 AM.

4 (A recess was taken after which the  
5 proceedings continued as follows:)

6 VIDEOGRAPHER: We are back on the record.

7 The time is 11:39 AM.

8 BY MR. TAGHDIRI:

9 Q Okay. All right. Ms. Ruiz.

10 A Hi.

11 Q All right. So we were talking before we took  
12 a break about your resignation; correct?

13 A Uh-huh.

14 Q Is that a yes?

15 A Yes. It is, so sorry.

16 Q That's okay.

17 All right. So you said that in your mind you  
18 don't think you resigned?

19 A Uh-huh.

20 Q But you, in fact, went through with the  
21 resignation?

22 A Right. Well, you know -- and I do want to be  
23 clear because prior to the tension in the office, I  
24 would have -- I would have retired with the County.  
25 This is my hometown county. I would have stayed here

1 forever. I loved my job. I loved the position. With  
2 no issues. So there was never any reason for me to  
3 leave. But the -- the harassment and the bullying and  
4 the -- it just -- it had made things intolerable --  
5 completely intolerable in that office.

6 And I felt like I was -- I was not being  
7 supported. Nobody was -- was -- they were -- they were  
8 saying one thing to me. Nobody was actually taking  
9 action. It was like everybody was afraid of her.  
10 Nobody wanted to do anything that needed to be done.  
11 And so I felt like it was -- I wasn't getting the  
12 support.

13 I wanna make sure I make that very clear that  
14 I would have never resigned if there were no issues.  
15 But when I sat at the table and they handed me a letter  
16 of resignation, yes, I -- I resigned.

17 Q And you said that Ormond Beach received an  
18 anonymous phone call?

19 A Uh-huh.

20 Q Do you know who made that phone call?

21 A Yeah. I have the details. I don't have them  
22 with me, but, yeah, I actually spoke to the HR manager  
23 who got the call from -- well, she didn't get the phone  
24 call. The city manager actually got the phone call.  
25 And she has an email of what was said and -- and the

1 voice and -- yeah.

2 Q Do you have a copy of that email?

3 A I don't have. No, I don't have it right now.  
4 I can get it.

5 MR. TAGHDIRI: Okay. Can you get us a copy  
6 of that email?

7 MR. HAYES: Absolutely.

8 MR. TAGHDIRI: Okay.

9 THE WITNESS: And in that -- one of the  
10 meetings that I had with Jorge and Heidi, you know,  
11 I mentioned the -- the -- that -- that call  
12 about -- and they had Anita in -- in the room with  
13 us and I mentioned the call to the City of Ormond  
14 Beach and I can remember like it was yesterday, she  
15 looked at me across the table. And Anita said  
16 right there in front of everybody, I know a lot of  
17 people.

18 BY MR. TAGHDIRI:

19 Q Was anyone else in the room?

20 A Yes.

21 Q Who else?

22 A Heidi was there. Jorge was there. I was  
23 there. I'm trying to think if Pam was there. I'm not  
24 sure if this was during the time she was -- I -- I can't  
25 recall, but I do know those -- them two for sure were

1 there.

2 When -- I was in shock when she said that,  
3 but right then I knew what I was dealing with.

4 Q July 1st, 2024, when you typed up and had  
5 those resignation letters --

6 A Right.

7 Q -- was Pam back from FMLA leave?

8 A She had just gotten back.

9 Q Okay.

10 A And I was really just ready to hand over all  
11 those -- all the issues.

12 Q All right. Now, in your complaint one of  
13 your allegations is the violation of the Whistleblower  
14 Act; correct?

15 A Yes.

16 Q Okay. What are you claiming is a violation  
17 of that -- the Whistleblower Act?

18 A Well, the multiple occasions I went to Heidi  
19 and Jorge to tell them that Anita was going through  
20 files, which she is not allowed to do. She was reading  
21 investigations, which she's not allowed to do. There's  
22 a company policy that says you can't use, you know,  
23 personnel information for personal gain and that's what  
24 she was doing.

25 I -- I told them about the investigations. I

1 told them about the F -- FDLE reports. And I think  
2 those are the two main things that I let them know was  
3 occurring.

4 Q Do you remember the dates when you went to  
5 Jorge and Heidi?

6 A It was in April. It was in April time.

7 Q Of what year?

8 A 2024.

9 Q Did you meet with them on more than one  
10 occasion or was just --

11 A Yes.

12 Q Do you remember how many times?

13 A I mean, to discuss -- at least five -- at  
14 least five times.

15 Q And you met with them both at the same time  
16 or individually?

17 A Most of the time it was -- it was the same  
18 time. One time I met with Heidi alone. That was when  
19 we initially had heard about the case with my  
20 ex-husband. I had told Pam. And then I met with Heidi.  
21 And, you know, she was very understanding. She was like  
22 don't worry about it. It's a second-degree misdemeanor.  
23 We're not worried about that. And she's like -- and  
24 then she kind of told me a little bit about her divorce.  
25 And she had an ugly divorce. And she said, you know, it

1 happens and custody issues tend to muddy waters and  
2 things.

3 So that was the only time I think I ever met  
4 with her alone, but the other times were always with the  
5 both of them.

6 Q And when you made these reports to Heidi and  
7 Jorge, was it verbal or written?

8 A Verbal.

9 Now, Pam might have some things in emails  
10 that were actually written, but I know I did keep a  
11 document on my desktop of things that were going on and  
12 Anita's behavior.

13 Q Now, this document, did you send it to anyone  
14 or was that just for you?

15 A I think I printed it out and gave it to Pam  
16 because I wanted her to kind of know what was going on  
17 when she got back from FMLA.

18 Q You said Pam might have some emails -- emails  
19 from you to her?

20 A No. That she wrote to Jorge. What I had for  
21 Pam was that document that I kind of just jotted down  
22 some things that were occurring.

23 Q Did Pam tell you what she was emailing to  
24 Jorge?

25 A No. I know that she had emailed Jorge the

1 write-up for Anita, that -- the write-up for her  
2 behavior towards her boss or towards Kelly.

3 Q Do you --

4 A I know that that was emailed for sure.

5 Q Do you know if Pam emailed Jorge about your  
6 allegations that Anita was going through people's  
7 personnel files?

8 A Personnel files. I don't -- that I don't  
9 know. But I know, you know, it was said openly. She  
10 said that in front of Kelly Papa. She said it in front  
11 of -- you know, I'm not too sure if Michelle had walked  
12 up yet, but I know for sure Kelly Papa was standing  
13 there when she was discussing it. She had said this on  
14 multiple occasions talking about investigations and  
15 Michelle -- and Melanie's investigation.

16 Q But, Ms. Ruiz, did you ever file a written  
17 complaint regarding --

18 A No.

19 Q -- anything going to your personnel file?

20 A No, I -- I -- most of those were gonna be  
21 conversations I had with them when we were discussing  
22 all of the issues in the office.

23 Q Now, in your complaint you allege that you  
24 suffer from PTSD and anxiety which Defendant Flagler  
25 County was aware of?

1 A Yes.

2 Q How were they aware of your PTSD and anxiety?

3 A In every single one of them meetings that I  
4 had with them, I told them that my anxiety was on 10. I  
5 can't deal with this. I'm -- I'm -- I -- I'm taking  
6 medication to sleep at night. I can't deal with, you  
7 know, the bullying and her harassment.

8 Q And her -- by her, you mean Anita?

9 A Anita.

10 Q Okay. And who were you telling these things  
11 to?

12 A To Heidi, Jorge. It was intolerable.

13 Q Did you ever submit any ADA paperwork --  
14 American [sic] with Disabilities Act paperwork for --  
15 regarding reasonable accommodations?

16 A I submitted my disability stuff when I  
17 initially was hired as a disabled veteran, yes.

18 Q Did you have any reasonable accommodations?

19 A I didn't have an RA, no.

20 Q So it was just you submitted your VA  
21 paperwork saying that you were a hundred percent  
22 disabled veteran?

23 A I'm a disabled vet, yes.

24 Q But it didn't limit your job?

25 A But I was very clear in those meetings with

1     them what was occurring, the way I was feeling, my  
2     anxiety, you know, that this was -- this was causing my,  
3     you know, my PTSD, I can't -- I was having a hard time  
4     functioning, sleeping, very clear on multiple occasions.

5           Q       Were these all verbal?

6           A       And to Al. Yes. And to Al in a phone call  
7     conversation. Even Al, I remember having that  
8     conversation with him. Because I remember him telling  
9     me, you know, Sam, it's just a job, please don't get so  
10    upset. You're getting yourself too worked up. Because  
11    he's a very reasonable man. And he's really about that  
12    life -- work-life balance. And he kept telling me, you  
13    know, you're -- you're too -- you're too -- you're  
14    letting this job just take over your life because I was  
15    so upset about it, so it was -- I was telling people.

16          Q       These were all verbal conversations?

17          A       Absolutely.

18          Q       Okay.

19          A       I don't know that I would put any of my  
20    medical stuff written anyways just for HIPAA stuff.

21          Q       But your disability didn't hinder you in  
22    performing any of your job functions?

23          A       No, until I was presented with the, you  
24    know -- the bullying and the aggression.

25          Q       But nothing that you submitted --

1 A No.

2 Q -- formal on?

3 A No, sir.

4 Q A formal -- formal reasonable accommodation  
5 request?

6 A No, sir.

7 Q Okay. You were talking about anonymous  
8 public records requests. You never know -- you never  
9 knew who those were coming from, did you?

10 A I -- I don't know. There, again, was  
11 supposed to be an investigation done. And, you know,  
12 after conversations with Heidi, Jorge, and Al, it was --  
13 they -- they all agreed and assumed that due to the  
14 verbiage, it was -- they were being sent by Anita.

15 Q And you said you met with Heidi and Jorge  
16 approximately five times to discuss Anita allegedly  
17 going through people's personnel files.

18 A Uh-huh. Yes.

19 Q Did Heidi and Jorge ever have a meeting with  
20 Anita? Did anything ever happen?

21 A I don't know that. I don't know that. There  
22 were times I saw her going down there, you know, I don't  
23 know. The only time I was in there with her was during  
24 that one meeting when we had -- we met all together.

25 Q Ms. Ruiz, what is your basis for alleging

1 that the County discriminated against you because of  
2 your gender?

3 A Well, the -- initially I probably would not  
4 have assumed that because, you know, we had a -- a  
5 female county administrator. But after -- after --  
6 well, towards the end, the impression that -- that I was  
7 feeling was they didn't wanna deal with the HR office  
8 because we were all women in there and it was like catty  
9 gossip. You know, they -- they kind of brushed the  
10 whole situation off as a catty gossip, catty behavior  
11 because we were all women in there. And so, you know,  
12 after discussing that with my attorney she assumed that  
13 proper investigation was not done because we were all  
14 women.

15 Q You say your attorney assumed a proper  
16 investigation was not done; correct?

17 A Oh, well assumed or determined.

18 Q You agree that assumed and determined are two  
19 different --

20 A Yeah. I would say determined because  
21 after discussion this is what she --

22 Q At the time you didn't feel there was any  
23 gender discrimination?

24 A Toward the end I did, absolutely.

25 Q Why is that?

1           A        Because there was nothing being done.  It  
2 was -- it was an office full of women and nobody wanted  
3 to do anything.  And had it been an office full of men,  
4 there probably would have been an investigation.

5           Q        Now, were there any other, I guess, males in  
6 or around the office to compare what you guys were going  
7 through?

8           A        Males, no.  I think now there might be males,  
9 but we don't have any males -- or we didn't have any  
10 males.

11                    But I can tell you when I -- when I was asked  
12 to resign one of the things that Heidi said in that  
13 meeting was that my case was bringing too much  
14 attention.  That was -- that was her verbiage, that the  
15 case was bringing too much attention to -- to -- to her  
16 office.

17           Q        Who said that?

18           A        Heidi.  Okay.

19                    So here's another -- a gender confliction --  
20 conflict.  John Brower had a DUI.  He is --

21           Q        Who -- who's John Brower?

22           A        John Brower is the director of finance.  He  
23 had a DUI.  He was wearing an ankle -- ankle bracelet at  
24 work.  His case didn't bring too much attention he  
25 needed to resign.

1 Ryan Prevatt also male, domestic abuse. His  
2 case didn't bring too much attention. He didn't -- he  
3 wasn't forced to resign during that time.

4 So there's just inconsistencies with now my  
5 case is bringing too much attention as a misdemeanor.  
6 And we have two males who were arrested and charged,  
7 wearing anklet bracelets to work, and I -- my case was  
8 bringing too much attention.

9 Q They never asked you to resign because of  
10 your case?

11 A She did say that in the meeting. When she  
12 handed me my letter, she said the case was bringing too  
13 much attention.

14 Q But she didn't say you're resigning  
15 because --

16 A Huh-uh. She said -- she told -- she told Pam  
17 and Pam later on let me know 'cause I was just so  
18 shocked. I didn't know -- you know, I was very  
19 surprised because I was -- I had always gotten so much  
20 support. And she told -- or Pam told me that Heidi said  
21 she had gotten an email from one of the county  
22 commissioners talking about the case, talking about the  
23 situation with Pam. And, you know, that she -- it was  
24 basically she was on the hot seat. You know, they were  
25 emailing her because they were getting these anonymous

1 letters, anonymous requests, and, you know, again  
2 that -- that was an issue, but it wasn't an issue for  
3 the other employees -- male -- male employees.

4 Q Going back to that resignation. No one said  
5 you were fired?

6 A No.

7 Q No one said you were terminated?

8 A I was asked to leave, so I think that's a  
9 termination.

10 Q Via -- via resig- -- resignation?

11 A Sure. I mean, she handed me a letter and  
12 told me to sign this that I was being asked to leave as  
13 of today -- to go pack my stuff. It was definitely  
14 treated like a firing. Two days later I had to come  
15 back and get the rest of my items after hours. It was  
16 pure humiliation.

17 Q But you had on July 1st already written a  
18 letter of resignation?

19 A I had written -- right. I had written a  
20 letter that I had typed on my computer and discussed  
21 with Pam, yes. I was -- my intention was to -- to leave  
22 the situation because it had become too stressful for  
23 me.

24 Q And Pam Wu was your direct supervisor;  
25 correct?

1 A She was.

2 Q So you --

3 A She said I am -- she said we're -- her exact  
4 words, we're not -- we're not -- we're not going to do  
5 that. We're gonna -- we're gonna do an investigation.  
6 Allow the time. Allow the space for us to do what we  
7 need to do to fix the situation.

8 And then came the -- the anonymous call to  
9 the City of Ormond. The same anonymous call that Pamela  
10 had just 10 months ago.

11 Q Okay. And are you currently employed?

12 A I am.

13 Q Okay. Where do you work now?

14 A I work for the federal government.

15 Q What do you do for the federal government?

16 A Recruitment and placement, HR.

17 Q Are you making a claim for lost wages?

18 A Yes.

19 Q So when -- when you left -- when you -- after  
20 Flagler County --

21 A Uh-huh.

22 Q -- how long were you out of work before you  
23 started working for the federal government?

24 A I'd have to double-check. I don't remember  
25 how long it was after that. Maybe close to two months.

1 Q What is your salary at -- with the federal  
2 government?

3 A It's about I think 88,000.

4 Q Do you know how much your claim for lost  
5 wages is?

6 A I don't.

7 Q Okay. So your period of unemployment was  
8 about two months?

9 A About that, yes, sir.

10 Q Now, I wanted to ask you, there was something  
11 called a leadership academy or a leadership retreat?

12 A Uh-huh.

13 Q Can you tell me about that?

14 A Sure. So I am a -- I'm a teacher. I'm an  
15 instructor. We had a leadership academy there at  
16 Flagler County. And the -- at one point the very --  
17 well, one of the leadership academies I was asked to  
18 teach, so I taught like two courses during that time.  
19 I've been a instructor and leadership management teacher  
20 with Embry-Riddle for over 15 years. So I have a lot of  
21 teaching experience as well.

22 I did two courses. One course. And it -- it  
23 went great. I had a great time. And they asked me to  
24 be a part of the leadership academy after that. I  
25 offered to teach several other courses. And I was put

1 on the roster I believe again. I'm not too sure. I had  
2 to create a few lesson plans for Pam 'cause I was  
3 assisting her with the academy. And then she asked me  
4 to go ahead and just find some speakers, head it up,  
5 call around, see who we can get in there. Leadership  
6 coaches. Leadership people to do that.

7 So I called to the mayors. I called to city  
8 people, you know, pretty much anybody in the area  
9 because our budget was so small. And the people that we  
10 had used prior wanted a lot more money, we just didn't  
11 have the money.

12 So we started to look more local. We kind of  
13 outsourced just one of the courses because we wanted to  
14 ensure that we weren't overspending. So most of them  
15 were local, except the one guy we used who was coming  
16 from out of town, who costed a little bit more. But I  
17 did call out to at least seven or eight other people,  
18 even some people down in Tampa, and they just wanted way  
19 too much money. So we started to look internally and  
20 also local, so I found the wife of one of the  
21 firefighters. She was a prior HR director. She was  
22 really knowledgeable. We used her. She was -- what was  
23 that -- what was her name? I can't recall.

24 But I used the mayor. I used a few other  
25 people that we knew local. I contacted some people that

1 I knew at Embry-Riddle that I knew teach -- that  
2 teach -- taught and also had leadership background. And  
3 I got everybody on the roster for Pam. And I was able  
4 to, you know, do an academy for her using minimal  
5 funds.

6 Q Do you remember how much the whole event  
7 cost?

8 A Oh, gosh. I have no idea. I don't have any  
9 of that information any longer.

10 Q At the time was one of the people you hired  
11 your boyfriend?

12 A He was somebody that I did hire, yes. He has  
13 his own business. And I -- he also works for  
14 Embry-Riddle. So he was a -- he was a -- a coach. He's  
15 a leadership coach. He has a leadership business, an  
16 LLC. And so, yeah, he does teaching and instructing for  
17 Bethune-Cookman and Embry. But so was the wife of the  
18 firefighter that we hired as well. She was an HR  
19 director and she was also on the leadership academy.

20 Q And do you remember how much you paid your  
21 boyfriend at the time to speak at the leadership --

22 A I didn't pay him. I kept completely out of  
23 that. I do not know.

24 Q Did the County know that he was your  
25 boyfriend?

1           A        I don't -- I don't know. My -- I mean, Pam  
2 might have known. I don't -- I don't -- you know, I  
3 don't disclose my personal life, but I did tell Pam.  
4 You know, I actually gave Pam a whole list of people  
5 that I had gathered. And she worked all the contracts.  
6 I didn't do any contracts. I just gave her a list of  
7 people that we could potentially use for the academy.

8           Q        You don't think it would have been any  
9 conflict of interest?

10          A        Conflict of interest?

11          Q        Yeah.

12          A        I -- I didn't do any of the contracts. I  
13 just got the list of names for her.

14          Q        But do you think you should have told the  
15 County that that was your boyfriend?

16          A        No, I don't think that was appropriate at  
17 that time.

18          Q        Why not? Because they might've not picked  
19 him?

20          A        No. They probably would have still picked  
21 him. He's -- he's got a -- you know, a great leadership  
22 business. So I don't think they would have not picked  
23 him. Then they wouldn't have picked the firefighter's  
24 wife. And they're married.

25                    And Al Hadeed's daughter also was a speaker

1 for the academy.

2 Q What does his daughter do?

3 A She was -- she has a leadership as well --  
4 she's a leadership coach -- speaker. So I know that she  
5 was -- she did the academy also. They picked her and  
6 everybody knew it was his -- her -- his daughter.

7 Q All right. Ms. Ruiz, do you have any proof  
8 other than, I guess, speculation or -- or things you've  
9 heard that Anita Stoker was doing any of the things you  
10 said, going through the personnel files, making these  
11 anonymous calls?

12 A Proof -- what are you asking? Repeat the  
13 question.

14 Q Like concrete evidence that Anita Stoker was  
15 going through people's personnel files, was making these  
16 anonymous calls.

17 A No. And -- yeah, no.

18 Q So this is all speculation?

19 A Sure.

20 Q And, Ms. Ruiz, can you confirm that your  
21 resignation was voluntary?

22 A No, I don't wanna confirm that. I don't -- I  
23 don't feel like my resignation was voluntarily --  
24 voluntary.

25 Q Then what was it?

1           A       Well, like I said, I -- I was asked to stay  
2 after they realized that -- and -- and if you -- that  
3 was speculation, it was a strong speculation. Because  
4 when she called to the City of Ormond Beach and got that  
5 job rescinded. And it's still happening. I can't even  
6 use Flagler County as a -- as a -- I don't wanna say a  
7 reference, but I don't even want -- if I were to go and  
8 get another job, I can't even use Flagler County as a  
9 job verification because of what they -- what they've  
10 done and what they are doing still.

11                       So that's a five-year gap that I can't even  
12 have somebody call because she's still in that office  
13 and still doing what she's doing. So with -- with the  
14 City of Ormond Beach being rescinded and Flagler County  
15 telling me, reassuring me they were gonna fix the issue,  
16 to stay put, I didn't look for another job. I didn't --  
17 I was completely blindsided.

18                       I was -- I was asked to stay. The email went  
19 out. Pam said we'll just keep you there. We'll make it  
20 look like -- like you're staying and you're working from  
21 home because we -- we couldn't let Anita know what was  
22 going on. And everybody was on board with that. Jorge  
23 agreed a hundred percent.

24                       In fact, 10 months ago when Pam called Jorge  
25 to discuss the job that she was potentially getting that

1 job, the anonymous job, Jorge said to Pam we know who  
2 that is. So that speculation is very strong.

3 Q This was just something he said. Was this  
4 ever in writing?

5 A I don't know. I'd have to ask Pam. I know  
6 that they were going back and forth. It may be in  
7 writing. I don't know. And I -- I haven't talked to  
8 Pam, so I'd have to contact her.

9 Q So when you applied for the federal  
10 government --

11 A Uh-huh.

12 Q -- did you -- do you list Flagler County on  
13 your resume or you just don't put them down at all?

14 A I -- I'm not sure. I can't remember. It  
15 was -- like I said, it was a big blur during that time.  
16 I might have. I might have because I think things were  
17 okay then. It's a possibility. Because, again, I  
18 didn't expect to -- to still be fearful of putting them  
19 down as a -- as a job verification until just 10 months  
20 ago when I found out they're still doing the same -- or  
21 she's still doing the same thing.

22 Q All right. Just a moment, please.

23 A Sure.

24 MR. TAGHDIRI: No further questions for me.

25 Do you wanna go ahead?

1 MR. HAYES: I have no questions.

2 MR. TAGHDIRI: All right.

3 Does she want to read or waive?

4 THE WITNESS: I'm sorry?

5 MR. HAYES: Do you want to read or waive? In  
6 other words, you -- you can get the transcript and  
7 read it --

8 THE WITNESS: Uh-huh.

9 MR. HAYES: -- before you sign it, but I --  
10 it's short --

11 THE WITNESS: No, I'm fine.

12 MR. HAYES: -- I would just waive.

13 THE WITNESS: I'm fine, I'm waiving.

14 MR. HAYES: We'll waive.

15 VIDEOGRAPHER: And before we go off the  
16 record, are there any video orders at this time?

17 MR. TAGHDIRI: No videos at this time, but  
18 I'll take an order of the transcript, please.

19 MR. HAYES: We'll take a copy of the  
20 transcript, please. No thank you on the video.

21 VIDEOGRAPHER: Thank you. Okay. We are off  
22 the record at 12:12 PM.

23 THE WITNESS: Thank you.

24 VIDEOGRAPHER: And this concludes today's  
25 deposition.

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(The video-taped deposition concluded at  
12:12 PM.)

1 CERTIFICATE OF OATH

2  
3 STATE OF FLORIDA

4 COUNTY OF FLAGLER

5  
6 I, Delina M. Valentik, Registered Professional  
7 Reporter, Florida Professional Reporter-Certified, and  
8 Notary Public, State of Florida, certify that SAMANTHA  
9 WHITFIELD, n/k/a SAMANTHA RUIZ, appeared before me and  
10 was duly sworn on this date: February 23, 2026.

11  
12 WITNESS my hand and official seal this: March 9,  
13 2026.

14  
15  
16 \_\_\_\_\_  
17 Delina M. Valentik, RPR, FPR-C  
18 Registered Professional Reporter  
19 Florida Professional Reporter-Certified  
20 Notary Public - State of Florida  
21 My Commission No. HH 303768  
22 Expires: December 20, 2026

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24 Digital Certificate Authenticated  
25 By Symantec

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CERTIFICATE OF STENOGRAPHIC REPORTER

STATE OF FLORIDA  
COUNTY OF VOLUSIA

I, Delina M. Valentik, Registered Professional Reporter, Florida Professional Reporter-Certified, certify that I was authorized to and did stenographically report the foregoing video-taped proceedings; that a review of the transcript was not requested; and that the foregoing transcript, pages 1 through 92, is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the attorneys or counsel connected with the action, nor am I financially interested in the action.

DATED March 9, 2026 in Volusia County, Florida.

*Delina M. Valentik*

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Delina M. Valentik, RPR, FPR-C  
Registered Professional Reporter  
Florida Professional Reporter-Certified

Digital Certificate Authenticated  
By Symantec

(The foregoing certification of this transcript does not apply to any reproduction of the same by any means, unless under the direct control and/or supervision of the certifying stenographic reporter.)

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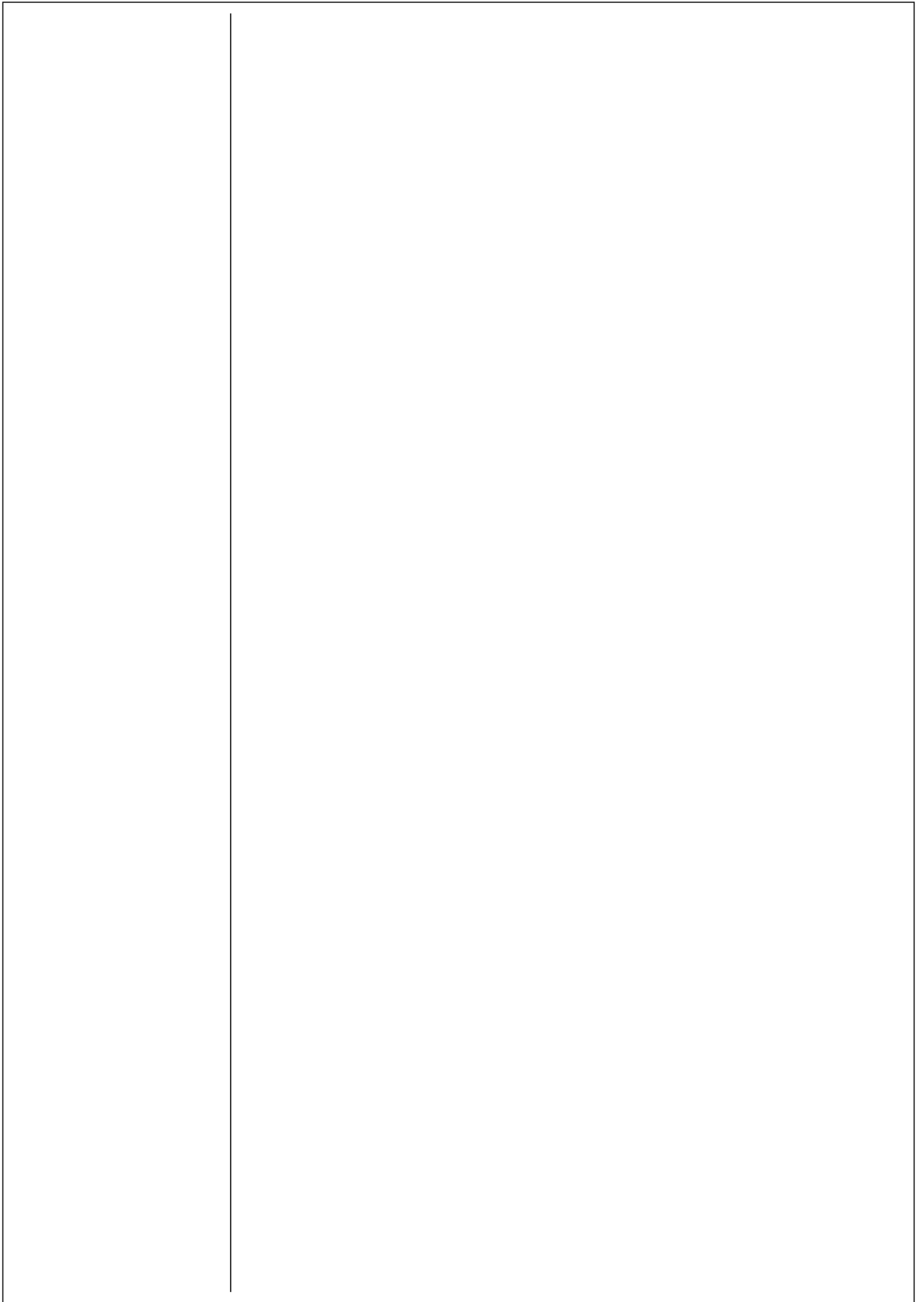
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July 1, 2024

Dear Pamela Wu,

Please accept this letter as formal notice of my resignation from my position as HR Manager at Flagler County. My last day of employment will be July 19, 2024.

Thank you for giving me the opportunity to work in this position. I have thoroughly enjoyed working here and appreciate all of the opportunities you have given me. However, I have decided it is time for me to move on to my next challenge.

Thank you again for the opportunity, and I wish you and Flagler County all the best for the future.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Amantha Whitfield', with a small 'S' written below the start of the signature.

amantha Whitfield



July 1, 2024

Dear Pamela Wu,

I am writing to formally resign from my position as the Human Resources Manager at the Flagler County Board of County Commissioners effective July 12, 2024. I have thoroughly enjoyed my time in the county and appreciate the opportunities for growth and learning that I have experienced during my tenure.

I have made this decision after careful consideration and believe that it is the right step for my career development. I am grateful for the support and guidance I have received from my colleagues and supervisors, and I am confident that the skills and knowledge I have gained here will serve me well in my future endeavors.

I will do my best to ensure a smooth transition of my responsibilities before my departure. Please let me know if there are any specific tasks or projects that you would like me to complete before I leave.

I want to express my gratitude for the support and camaraderie I have experienced in the county. I will always look back on my time here with fond memories and appreciation for the opportunities I have been given.

Thank you for understanding my decision, and I wish Flagler County continued success in the future.

Kindly,



Samantha Whitfield



EXHIBIT F



Work is going. The retreat went amazing! It was a beautiful event, thanks to all of your help! We could not have done it without you.

Today is my last day in the office with Flagler county. I will be working a few hours a week and using my PL to make me hold until I run out of PL sometime in August. Hopefully by then, Pam will have a replacement for me.

I have decided to move on 🙏

Work is going. The retreat went amazing! It was a beautiful event, thanks to all of your help! We could not have done it without you.

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2:14

< 42



Maybe: Samantha Whitfield



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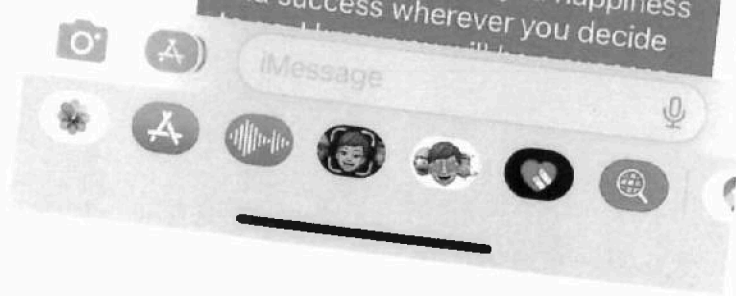
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But I will stay in touch, I won't be too far. It was such a pleasure to work with you and for you.



I'm glad the retreat went well! The success of the event was all you, Sam. You worked really hard to make it happen!

I'm sorry to see you leave, you will be missed but I wish you happiness and success wherever you decide



2:14



< 42



Maybe: Samantha Whitfield

PL to make me whole until I run out of PL sometime in August. Hopefully by then, Pam will have a replacement for me.

I have decided to move on 😊

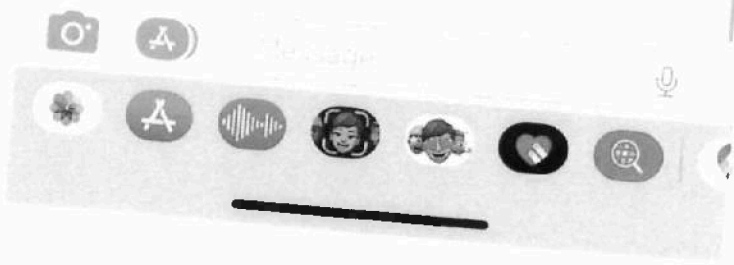
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I'm glad the retreat went well! The success of the event was all you, Sam. You worked really hard to make it happen!  
I'm sorry to see you leave, you will be missed but I wish you happiness and success wherever you decide to go. I know you will be a success wherever you go though and I'm glad I got the chance to work with you and for you over these past few years. Let me know if there's anything you need.

Delivered

Thanks, Chelsie girl!! ❤️





Flagler County  
 Board of County Commissioners  
 1769 East Moody Blvd. Building 2  
 Bunnell, FL 32110

**Personnel Action  
 Termination Form**

**HUMAN RESOURCE DEPARTMENT**

Action: <b>TERMINATE</b>	Entry Date: <b>07/19/2024</b>	Termination Date: <b>07/19/2024</b>
Termination Reason: <b>TERMINATION</b>		Entered By: <b>KPapa</b>
Reason: <b>RESIGNED</b>		Position Number: <b>808</b>
Name: <b>SAMANTHA T WHITFIELD</b>		Employee Number: <b>1539</b>
City/State/Zip: <b>PALM COAST, FL 32137</b>		Service Date: <b>08/20/2019</b>
Leave Date: <b>07/19/2024</b>		Length:
	Hire Date: <b>08/20/2019</b>	
	Return Date:	

**TERMINATION**

Job: **HRM - HR MANAGER**  
 Position: **808 - HR MANAGER**  
 Department: **HR - HUMAN RESOURCES**  
 Status Code: **EF - EXEMPT FULL TIME**  
 GL: **1001-102-0205-513100-510-51-000-000-512000-**  
 Salary Group: **EXEM - EXEMPT**  
 Grade / Step: **208 / 1**  
 Start: **03/17/2024**  
 End: **12/31/9999**

	<b>JOB CLASS</b>	<b>ORG CODE</b>	<b>HOURLY RATE</b>	<b>PERIOD PAY</b>	<b>ANNUAL SALARY</b>
Prior	HRM - HR MANAGER	00102050	\$46.39	\$1,855.48	\$96,484.80
New					

**Additional Pay:**

HRM	110 - REGULAR SALARY FULL TIME	00102050	\$46.39	\$1,855.48	\$96,484.80
HRM	214 - EMERGENCY HRS TRACKING	00102050	\$0.00	\$0.00	\$0.00

**ADMINISTRATION**

Remarks: **EMPLOYEE SUBMITTED RESIGNATION LETTER.**  
 Notes:  
 Workflow Status: **APPROVED**  
 Approved By: **jsalinas - 07/22/2024**

