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MIAMI-DADE COUNTY, FLA  
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In re: CHURCH & LINARES v. NUEL

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C 12-40 A/B

**PUBLIC REPORT  
AND  
FINAL DISMISSAL ORDER**

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Janene Church and Norma Linares, two employees of the Corporate Business Office of the Public Health Trust (PHT), each filed a complaint against Respondent Stephen Nuell, a member of the PHT Financial Recovery Board (FRB). The two complaints were consolidated and are now referenced as C 12-40 A/B.

As PHT Corporate Business Office employees, Complainants Church and Linares are responsible for increasing the collections for PHT patient services revenue paid to PHT and part of this responsibility entails negotiating settlements with personal injury attorneys. Respondent Nuell is a partner at Nuell & Polsky, a law firm whose practice partially entails the handling of personal injury matters. Complainants claimed that Nuell called PHT staff to in order to obtain a response from PHT on matters that involved his law firm's client. If true, Respondent Nuell's action could possibly violate sections of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance.

An investigation into the allegations uncovered actions that may have violated the County Code at Sec. 2-11.1(m)(1), *Certain appearances and payment prohibited*, identified as Count One; Sec. 2-11.1(z), *Prohibition on participation in settlement negotiations*, identified as Count Two; and Sec. 2-11.1(g), *Exploitation of official position prohibited*, identified as Count Three.

Pursuant to the Code of Miami-Dade County at Sec. 2-11.1(y) and Sec. 2-1068, the Ethics Commission has jurisdiction over any person required to comply with the County Ethics Code. Sec. 25-A3(c) of the County Code extends jurisdiction to members of the PHT, including the FRB. As per the Bylaws of the FRB, members of the FRB "shall strictly comply with the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance...." (Art. III, Sec. 2.). Additionally, members of the FRB "shall be held to a heightened conflict of interest standard." (Art. III, Sec. 3.)

On May 21, 2013, at the recommendation of the Deputy General Counsel, the Ethics Commission moved to enter into a settlement agreement with Respondent Nuell. The Ethics Commission has dismissed Count Three, referenced above. Respondent Nuell maintains his innocence and disputes the characterization of his actions, however, Respondent Nuell has agreed not to contest the allegations contained in Counts One and Two, as he believes it to be in his best interest and the best interest of all of the parties involved to avoid the expense and time of litigation in this matter. Additionally, within 15 days of the ratification of the settlement agreement, Respondent Nuell agreed to pay the \$1,500 fine prescribed by the County Ethics Code at Sec. 2-11.1 (cc)(1). Finally, within 15 days of execution of this Final Order, Respondent agreed to request a formal ethics opinion regarding his continued service on the FRB or, if not requested within 15 days, Respondent agreed to voluntarily resign from the FRB. Failure by Respondent to fulfill and abide by his obligations under the settlement agreement and Final Order may result in contempt proceedings against Respondent.

Therefore it is:

**ORDERED AND ADJUDGED THAT** the complaint against Respondent Stephen Nuell is hereby dismissed.

**DONE AND ORDERED** by the Miami-Dade County Commission on Ethics & Public Trust in public session on May 21, 2013.

MIAMI-DADE COUNTY COMMISSION ON ETHICS  
& PUBLIC TRUST

By:

  
Charlton Copeland  
Chair

Signed on this date: 5/21/2013

MIAMI-DADE COMMISSION ON ETHICS AND PUBLIC TRUST



Janene Church/Norma Linares, Complainants,

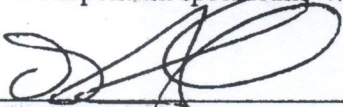
COMPLAINT # 12-040A/B

v.

Stephen Nuell, Respondent,


STIPULATION TO PROBABLE CAUSE

1. Respondent, STEPHEN NUEL, in order to effectuate the proposed settlement, does hereby stipulate and agree that the facts as alleged support a finding that PROBABLE CAUSE exist to sustain the allegations enumerated in Counts ONE, TWO and THREE of the Probable Cause Memorandum.
2. Respondent specifically waives any hearing or proceeding he may otherwise be entitled to before the Ethics Commission for the purpose of having a probable cause determination made in the above matter.
3. Respondent understands and agrees that a stipulation to probable cause in this matter in no way constitutes an admission to any of the material allegations made in the Probable Cause Memorandum.
4. Respondent specifically WAIVES a hearing to determine probable cause.

  
STEPHEN NUEL  
Respondent

  
MIRIAM S. RAMOS  
Deputy General Counsel

5/21/13  
Date

  
CHAIRPERSON, Commission on  
Ethics and Public Trust

MIAMI-DADE COMMISSION ON ETHICS & PUBLIC TRUST



Janene Church/Norma Linares, Complainants,

CASE NO. C12-040A/B

v.

Stephen Nuell, Respondent,

/

**SETTLEMENT ORDER**

Pursuant to section 5.13 of the Miami-Dade County Commission on Ethics and Public Trust Rules of Procedure, Petitioner and Respondent do hereby enter into this settlement in full satisfaction of the above captioned matter based upon the following terms and conditions:

1. Respondent, STEPHEN NUELLE, disputes the characterization of his actions by complainants, however, Respondent believes it to be in his best interest and the best interest of all of the parties involved to avoid the expense and time of litigation in this matter and desires to resolve the differences between Respondent and Petitioner. Accordingly, Respondent agrees not to contest the allegations contained in Counts One and Two of Ethics Complaint 12-040A/B (as consolidated complaints). The Ethics Commission will dismiss Count Three of the Complaint.

2. Pursuant to this agreement, Respondent agrees to pay the \$1,500.00 fine prescribed by the Conflict of Interest and Code of Ethics Ordinance within 15 days of the signing of this order.

3. Pursuant to this agreement, Respondent also agrees to request a formal opinion, within 15 days of the ratification of this agreement, from the Commission on Ethics regarding his continued service on the Jackson Health System Financial Recovery Board **OR** Respondent agrees to voluntarily resign from the Jackson Health System Financial Recovery Board within 15 days of the ratification of this agreement.

4. Failure by the Respondent to fulfill and abide by his obligations under the agreed Settlement Order may result in contempt proceedings against the Respondent.

5. This agreement, consisting of three (3) pages, embodies the entire agreement of the parties respecting the subject matter herein. There are no promises, terms, conditions or obligations other than those contained herein. This agreement supersedes any and all previous communications, representations, and agreement either verbal or written between the parties.

6. By signing this agreement, Respondent acknowledges that he is doing so freely, voluntarily and without duress; that he is competent to enter this agreement; and that he has fully and completely read and understands the terms and conditions of the agreement.

7. Petitioner and Respondent agree that settlement of this action in the manner described above is just and in the best interest of the Respondent and the citizens of Miami-Dade County.

8. Should the Miami-Dade County Commission on Ethics and Public Trust reject this agreement, evidence of this offer of compromise and settlement is inadmissible to prove any of the allegations alleged.

Done and Ordered in Miami-Dade County, Florida this 21<sup>st</sup> day of May 2013.

By: Charlton Copeland  
Charlton Copeland  
Chairperson

Miriam S. Ramos  
Miriam S. Ramos  
Deputy General Counsel

Stephen Nuell  
Stephen Nuell  
Respondent

Israel Reyes  
Israel Reyes  
Attorney for Respondent