

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

ERICA ANDERSON,

Plaintiff,

vs.

CASE NO.: 8:23-CV-02782

**THE CITY OF HAINES CITY,
FLORIDA, A MUNICIPALITY,
and ANNE HUFFMAN, an
individual,**

Defendants.

**DEFENDANTS' ANSWER AND AFFIRMATIVE DEFENSES
TO PLAINTIFF'S SECOND AMENDED COMPLAINT**

Defendants, THE CITY OF HAINES CITY, FLORIDA, A MUNICIPALITY
(" HAINES CITY"), and ANNE HUFFMAN, AN INDIVIDUAL ("HUFFMAN"),
by and through the undersigned counsel hereby file their Answer and Affirmative
Defenses to Plaintiff's Second Amended Complaint and state as follows:

JURISDICTION AND VENUE

1. Admit that Plaintiff claims damages in excess of \$50,000; deny that same is proper.
2. Admit that Haines City is in Polk County, deny any remaining allegations.

INTRODUCTION

3. Admit that Plaintiff brings claims as stated, deny that the claims are proper and deny any claimed damages and relief.

4. Admit that Plaintiff filed a complaint with the Florida Commission on Human Relations and with the Equal Employment Opportunities Commission, deny any remaining claims.

5. Admit.

6. Without knowledge, therefore denied.

PARTIES AND GENERAL ALLEGATIONS

7. Plaintiff's residence is unknown to the Defendants. Admit that Plaintiff was employed by Defendant Haines City, deny remaining allegations.

8. Admit that Plaintiff is an African American female, without knowledge regarding remaining allegations.

9. Admit that Plaintiff had a certification as a Certified Municipal certifications. Without knowledge regarding remaining allegations.

10. Admit.

11. Admit that Defendant Huffman lives in Haines City, in Polk County, admit that Defendant Huffman served as Mayor of Haines City, deny any remaining allegations.

12. Admit.

13. Denied.

14. Denied.

15. Without knowledge regarding arrangements between Plaintiff and her counsel.

16. Admit Plaintiff seeks a jury trial, deny any remaining claims.

FACTS

17. Admit.

18. Admit.

19. Denied.

20. Denied.

21. Admit that Plaintiff received performance evaluations, deny any remaining allegations.

22. Denied.

23. Denied.

24. Denied.

25. Denied.

26. Denied.

27. Denied.

28. Denied.

29. Denied.

30. Denied.

31. Denied.

32. Admit that Plaintiff submitted a complaint in May 2022. Any remaining allegations are legal conclusions not requiring a response.

33. Plaintiff's allegations are legal conclusions not requiring a response.

34. Denied.

35. Denied.

36. Denied.

37. Denied.

38. Denied.

39. Denied.

40. Admit that Defendant Huffman sent an email to the Human Resources director, deny any remaining allegations.

41. Admit.

42. Denied.

43. Denied.

44. Denied.

45. Denied.

46. Denied.

47. Denied.

48. Denied.

49. Admit.

50. Admit an email was sent to IT. Deny any remaining allegations.

51. Admit Plaintiff sent a copy of the EEOC charge to Defendant Haines City; remaining allegations are legal conclusions not requiring a response.

52. Admit that Plaintiff was terminated without cause on October 4, 2022, deny any remaining allegations.

53. Denied.

54. Denied.

COUNT ONE
VIOLATIONS OF THE WHISTLE-BLOWER'S ACT – DEFENDANT
HAINES CITY

55. Defendant, Haines City, restates the responses to Paragraphs 1 through 54 as if fully stated herein.

56. Admit that Plaintiff seeks damages, deny that same is proper.

57. Admit that Plaintiff filed an EEOC charge of discrimination and an internal grievance/complaint, deny any remaining allegations.

58. Denied.

59. Without knowledge, therefore denied.

WHEREFORE, Defendant Haines City denies that Plaintiff is entitled to judgment in her favor and requests the Court not award any damages to Plaintiff but

will instead grant attorney fees and costs to Haines City pursuant to applicable statutes and laws. Plaintiff has advised that she will not seek punitive damages against Defendant Haines City.

COUNT TWO
FCRA-RACE DISCRIMINATION – DEFENDANT HAINES CITY

60. Defendant, Haines City, restates the responses to Paragraphs 1 through 54 as if fully stated herein.

61. Admit.

62. Denied.

63. Denied.

64. Denied.

WHEREFORE, Defendant Haines City denies that Plaintiff is entitled to judgment in her favor and requests the Court not award any damages to Plaintiff but will instead grant attorney fees and costs to the Haines City. Plaintiff has advised that she will not seek punitive damages against Defendant Haines City.

COUNT THREE
FCRA-RETALIATION – DEFENDANT HAINES CITY

65. Defendant, Haines City, restates the responses to Paragraphs 1 through 54 as if fully stated herein.

66. Denied.

67. Denied.

68. Admit that Plaintiff provided a copy of her EEOC charge, deny any remaining allegations.

69. Denied.

70. Denied.

71. Denied.

72. Denied.

WHEREFORE, Defendant Haines City denies that Plaintiff is entitled to judgment in her favor and requests the Court not award any damages to Plaintiff but will instead grant attorney fees and costs to the Haines City. Plaintiff has advised that she will not seek punitive damages against Defendant Haines City.

COUNT FOUR
FCRA-HARASSMENT – DEFENDANT HAINES CITY

73. Defendant, Haines City, restates the responses to Paragraphs 1 through 54 as if fully stated herein.

74. Admit.

75. Denied.

76. Denied.

77. Denied.

78. Denied.

79. Denied.

WHEREFORE, Defendant Haines City denies that Plaintiff is entitled to judgment in her favor and requests the Court not award any damages to Plaintiff but will instead grant attorney fees and costs to the Haines City. Plaintiff has advised Defendant that she will not seek punitive damages against Defendant Haines City.

COUNT FIVE
FMLA RETALIATION – DEFENDANT HAINES CITY
AND DEFENDANT HUFFMAN

80. Defendants, Haines City and Huffman, restate the responses to Paragraphs 1 through 54 as if fully stated herein.

81. Admit that Plaintiff took FMLA leave; without knowledge regarding remaining allegations.

82. Admit that Plaintiff took FMLA leave, deny remaining allegations.

83. Denied.

84. Denied.

85. Denied.

WHEREFORE, Defendants deny that Plaintiff is entitled to judgment in her favor and request the Court not award any damages to Plaintiff but will instead grant attorney fees and costs to Haines City and Huffman. Plaintiff has advised Defendants that she will not seek punitive damages.

COUNT SIX
FMLA INTERFERENCE - DEFENDANT HAINES CITY
AND DEFENDANT HUFFMAN

86. Defendants, Haines City and Huffman, restate the responses to Paragraphs 1 through 54 as if fully stated herein.

87. Admit that Plaintiff took FMLA leave; without knowledge regarding remaining allegations.

88. Admit that Plaintiff took FMLA leave; remaining allegations are legal conclusions not requiring a response.

89. Denied.

90. Denied.

91. Denied.

WHEREFORE, Defendants deny that Plaintiff is entitled to judgment in her favor and request the Court not award any damages to Plaintiff but will instead grant attorney fees and costs to Haines City and Huffman. Plaintiff has advised Defendants that she does not intend to seek punitive damages against any defendant.

COUNT SEVEN
DEFAMATION PER SE AGAINST DEFENDANT HUFFMAN

92. Defendant, Huffman, restates the responses to Paragraphs 1 through 54 as if fully stated herein.

93. See Defendant Huffman's Motion to Dismiss.

94. See Defendant Huffman's Motion to Dismiss.

95. See Defendant Huffman's Motion to Dismiss.

96. See Defendant Huffman's Motion to Dismiss.

97. See Defendant Huffman's Motion to Dismiss.

WHEREFORE, Defendant Huffman denies that Plaintiff is entitled to judgment in her favor and requests the Court not award any damages to Plaintiff but will instead grant attorney fees and costs to Huffman. See Defendant Huffman's Motion to Dismiss.

COUNT EIGHT
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS –
DEFENDANT HUFFMAN

98. Defendant, Huffman, restates the responses to Paragraphs 1 through 54 as if fully stated herein.

99. See Defendant Huffman's Motion to Dismiss.

100. See Defendant Huffman's Motion to Dismiss.

101. See Defendant Huffman's Motion to Dismiss.

102. See Defendant Huffman's Motion to Dismiss.

103. See Defendant Huffman's Motion to Dismiss.

WHEREFORE, Defendant Huffman denies that Plaintiff is entitled to judgment in her favor and requests the Court not award any damages to Plaintiff but will instead grant attorney fees and costs to Huffman. See Defendant Huffman's Motion to Dismiss.

AFFIRMATIVE DEFENSES

1. Defendants hereby assert the following affirmative and additional defenses without assuming any burdens of production or proof that it would not otherwise have. Defendants further reserve the right to assert other affirmative or additional defenses and to supplement this Answer upon discovery of facts or evidence rendering such action appropriate.

2. Any and all actions taken by the Defendants with regard to Plaintiff were predicated and based upon legitimate, proper, non-discriminatory and non-retaliatory grounds, and would have been taken absent Plaintiff's alleged exercise of rights protected under any Florida or federal Statutes, which Plaintiff cannot rebut and demonstrate were a pretext for unlawful retaliation. Plaintiff has failed to sufficiently allege and cannot establish that Haines City and Huffman took retaliatory personnel action against Plaintiff because she made a protected Whistleblower disclosure, filed a charge or discrimination or sought and received a leave pursuant to the Family and Medical Leave Act or pursuant to all applicable statutory requirements.

3. Defendant Haines City terminated Plaintiff pursuant to an employment contract.

4. Even if retaliation was present, which the Defendants deny, the actions taken that Plaintiff complains of would have been taken regardless of any alleged illegal action.

5. Even if retaliation was present, which Defendants deny, retaliation was not the “but for” cause of the retaliation.

6. Plaintiff’s claims are barred by the doctrine of laches, unclean hands, waiver, and estoppel.

7. Any action or lack of action by the Defendants was not the proximate cause of any damage or injury to Plaintiff.

8. Plaintiff’s claims are barred by the applicable statutes of limitations.

9. The Defendants are entitled to a setoff for any and all settlements, recoveries, payments, satisfactions, judgments and collateral source benefits paid or payable to Plaintiff as a result of the allegations set forth in the Second Amended Complaint. Therefore, Plaintiff’s damages, if any, should be reduced accordingly.

10. The Defendants assert that Plaintiff’s entire Second Amended Complaint is frivolous, vexatious, and without foundation, and is brought for the sole purpose of harassing the Defendants. Accordingly, Haines City and Huffman are entitled to costs and attorneys’ fees pursuant to 42 U.S.C. Section 1988, Section 57.105, Florida Statutes, and other applicable statutes.

11. Any disclosure by Plaintiff was made in bad faith and for a wrongful purpose and with knowledge that she was on “thin ice”.

12. Plaintiff committed or intentionally participated in committing the violation or suspected violation for which she has sought protection.

13. Plaintiff may be barred, in whole or in part, from recovery of damages as alleged and prayed for in the Second Amended Complaint by the after-acquired evidence doctrine.

14. Defendants allege that the Second Amended Complaint and each and every cause of action therein is barred because Plaintiff failed to mitigate damages.

WHEREFORE, Defendants, respectfully request that Plaintiff’s Second Amended Complaint be dismissed with prejudice, that judgment be entered in Defendants’ favor, that Plaintiff take nothing by this action, and that Defendants recover their attorney’s fees, costs and expenses associated with this lawsuit.

Respectfully submitted this 13th day of December, 2023.

/s Linda Bond Edwards

LINDA BOND EDWARDS

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Attorneys for Defendants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 13, 2023, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system which will send a notice of electronic filing to the following: **Kelly H. Chanfrau at kelly@chanfraulaw.com.**

/s Linda Bond Edwards

LINDA BOND EDWARDS

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