

IN THE CIRCUIT COURT, TENTH JUDICIAL CIRCUIT  
IN AND FOR POLK COUNTY

ERICA ANDERSON,

Plaintiff,

Case No. 2023-4137-CA

v.

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

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**SECOND AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff, ERICA ANDERSON (hereinafter “Plaintiff”), by and through her undersigned counsel, hereby sues the Defendants, THE CITY OF HAINES CITY, FLORIDA, A MUNICIPALITY, (hereinafter referred to as “HAINES CITY”), and ANNE HUFFMAN, AN INDIVIDUAL, (hereinafter referred to as “HUFFMAN”), and states as follows:

**JURISDICTION AND VENUE**

1. This is an action for damages more than \$50,000.00.
2. Venue lies within Polk County because a substantial part of the events giving rise to this claim arose in Haines City, Florida, which lies in this Judicial District.

**INTRODUCTION**

3. This is an action brought pursuant to the Florida Public-Sector Whistle-Blower’s Act, Fla. Stat. § 112.3187, the Florida Civil Rights Act (FCRA), and the Family and Medical Leave Act (FMLA).

Plaintiff also brings tort claims including defamation and intentional infliction of emotional distress against the individual Defendant, Anne Huffman.

Plaintiff seeks to recover front pay, back pay, compensatory damages, liquidated damages, emotional distress damages, damages for pain and suffering, humiliation, embarrassment, punitive damages, injunctive relief, reasonable attorneys' fees and costs, and any other relief to which Plaintiff is entitled, including but not limited to equitable relief.

4. Plaintiff has complied with all conditions precedent to the filing of this suit required by 42 U.S.C. § 2000(e)-5(f)(3) and Florida Statutes, Chapter 760. A Charge of Discrimination was dual filed by Plaintiff with the Equal Employment Opportunity Commission and the Florida Commission on Human Relations in a deferral State within 300 days of the alleged unlawful employment practice. This lawsuit is timely filed.

5. Defendant Haines City is an "Employer" as defined by the laws under which this action is brought and employs the requisite number of employees to be sued under the laws listed herein.

6. All conditions precedent to bringing this action have occurred.

#### **PARTIES AND GENERAL ALLEGATIONS**

7. Plaintiff is a resident of Haines City, Florida. At all times material, Plaintiff worked as a City Clerk and employee for Defendant Haines City in Polk County, Florida, and specifically, Defendant Haines City, Florida.

8. Plaintiff is an African American female, married, and has four (4) children.

9. Plaintiff holds the title of Certified Municipal Clerk and has several professional certifications. In 2020 and 2021, Plaintiff rose to become the first African American President of the Polk County Clerk's Association.

10. Defendant Haines City is a local government entity and municipality, located within Polk County, Florida.

11. Individual Defendant Huffman is an individual residing in Polk County, Florida, specifically, Haines City, Florida. Defendant Huffman also currently serves as a City Commissioner for Defendant Haines City. At all material times and during Plaintiff's employment, Defendant Huffman served as the **Mayor** of Defendant, Haines City.

12. Defendant Haines City is an "Employer" as that term is defined by the Florida Public Sector Whistle-Blower's Act, the Florida Civil Rights Act, and the Family and Medical Leave Act.

13. At all times material, both Defendants acted in a willful manner, with malice and with reckless disregard for Plaintiff's protected state and federal rights.

14. At all times material, Plaintiff was qualified to perform and did her job duties within the legitimate expectations of Defendant Haines City.

15. Plaintiff has been required to retain the undersigned counsel to represent her in this action and is obligated to pay them a reasonable fee for her services.

16. Plaintiff requests a jury trial on all counts herein.

### **FACTS**

17. Plaintiff was hired by Defendant Haines City in 2017 as Deputy City Clerk.

18. Defendant Haines City promoted Plaintiff to City Clerk in 2020.

19. Plaintiff was qualified for the City Clerk position with Defendant Haines City, is well educated, has several certifications and holds the title of Certified Municipal Clerk.

20. Prior to firing Plaintiff, Defendant Haines City never once issued discipline to Plaintiff in her position of City Clerk.

21. Prior to firing Plaintiff, Plaintiff received excellent performance evaluations.

22. Defendant Huffman has a history of targeting past City Clerks and bullying staff and employees of Haines City. Defendant Haines City has been routinely placed on notice of Defendant Huffman's behavior and conduct and allowed it to continue.

23. Defendant Haines City has been on notice of Defendant Huffman's hostile conduct towards employees since before Plaintiff was hired.

24. After Plaintiff was hired in 2017 – and in 2017, Plaintiff reported to the City Attorney of Defendant Haines City that Defendant Huffman was making inappropriate, discriminatory, and harassing statements directly to her. Defendant Haines City did nothing in response and took no action. Defendant Huffman continued to harass Plaintiff with derogatory comments and targeted conduct through the remainder of Plaintiff's tenure.

25. Although Defendant Huffman was also an African American female like Plaintiff, Defendant Huffman made numerous racially derogatory and discriminatory comments to Plaintiff which humiliated and degraded Plaintiff. For example, Defendant Huffman told Plaintiff that she should stop wearing her hair in "**Aunt Jemima Braids**," and *repeatedly* referred to her as "unbecoming" based upon her appearance. Had Plaintiff been white, Plaintiff would not have been routinely referred to as "unbecoming."

26. Defendant Huffman harassed Plaintiff by taunting her about her missing eyebrows (as she has a disabling skin/hair condition). Defendant Huffman harassed and taunted Plaintiff about her disabling skin condition and demanded she wear makeup to cover it up. The comments humiliated and degraded Plaintiff.

27. In 2021, Plaintiff reported to Defendant Haines City, through each Commissioner, that a male vendor, with the initials C.H., was engaging in sexual harassment directly towards her, and it was making her feel uncomfortable. In response, and instead of taking prompt remedial

action to stop the harassment, Defendant Huffman warned Plaintiff in a threatening manner – **“Are you sure this is what you want to do to another black man?”** Had Plaintiff been white, Defendant Huffman would not have acted in this manner and threatened Plaintiff.

28. Defendant also Huffman told Plaintiff that she (Plaintiff) did not act “black enough” or talk black enough – and as a result, would not be accepted by certain city neighborhoods. In reality, it was Defendant Huffman who did not accept Plaintiff because, in her view, Plaintiff did not act **“black enough”** for Defendant Huffman.

29. In public, in the Spring of 2022, Defendant Huffman targeted Plaintiff relating to her credit card usage on behalf of the City and insinuated that Plaintiff had misused credit cards. Defendant Haines City cleared Plaintiff of any wrongdoing relating to credit card usage. Despite being cleared - Defendant Huffman unfairly targeted Plaintiff in public meetings to the point the public would gasp in shock. Defendant’s HR Director observed Defendant Huffman’s outrageous conduct and was shocked Defendant Huffman would not only make such disparaging statements – but make them in public and directly in front of Plaintiff.

30. Defendant Huffman then engaged in a game of sabotage towards Plaintiff – by forwarding her unnecessary and excessive public records requests.

31. Defendant Huffman mocked and taunted Plaintiff in public meetings intentionally to threaten her and demean her, and in the Spring of 2022 made statements like – **“She no longer has the votes!”** to insinuate Defendant Huffman was working behind the scenes to obtain votes from the other Commissioners to fire Plaintiff.

32. On May 31, 2022, Plaintiff engaged in written protected activity under the Florida Public Sector Whistle-Blower’s Act by reporting harassing, inappropriate and discriminatory conduct by Defendant’s Mayor-Commissioner Huffman to Defendant Haines City through

Defendant's Human Resources Department and City Attorney. This document was sent *via* email in compliance with the Florida Public-Sector Whistle\_Blower Statute.

33. In her detailed, and written complaint, Plaintiff detailed the hostile work environment, bullying, retaliation, and psychological harassment she has been subjected to by Defendant's Mayor-Commissioner Huffman. Plaintiff also detailed the physical symptoms of severe stress and anxiety she has suffered due to Defendant's Mayor-Commissioner Huffman's harassment, resulting in visits to the hospital and doctor's office.

34. Immediately after Plaintiff filed her complaint, Defendant Huffman discussed her knowledge of Plaintiff's written whistle-blower complaint with other Commissioners and other individuals. Defendant Huffman's comments were reported to Plaintiff.

35. Defendant Huffman immediately retaliated and harassed Plaintiff for reporting her discriminatory, bullying and harassing conduct to Defendant Haines City. She repeatedly threatened Plaintiff's reputation and credibility before the City Commission and the public.

36. On June 2, 2022, after a member of public asked Defendant Huffman asked how was it that she (Defendant Huffman) could serve in public office as she was a convicted felon; Defendant Huffman kicked the same member of the public out of the meeting and then Defendant Huffman taunted Plaintiff by falsely and publicly accusing Plaintiff of having more than one boyfriend (insinuating she was promiscuous). Plaintiff was embarrassed, shocked, and humiliated and left the public commission meeting in tears.

37. Defendant Huffman's intentional and harassing conduct was done for the purpose of causing Plaintiff humiliation, to cause her injury, and to cause harm to her reputation in the community, business, and career.

38. This was not the first time Defendant Huffman retaliated against an employee for complaining about her discriminatory and retaliatory ways. A previous city employee filed a Whistle-Blower complaint against Defendant Huffman. Defendant Huffman unlawfully obtained a copy of the complaint and contacted the Whistle-Blower's wife to pressure him to abandon his claims.

39. In accordance with her retaliatory history, Defendant Huffman's treatment of Plaintiff immediately became more intolerable. The work environment became so hostile after Plaintiff filed her official complaint against Defendant Huffman that Plaintiff informed Defendant Haines City's City Commission on June 16, 2022, that she would be taking FMLA leave due to a serious health condition that had developed from the hostile work environment Plaintiff was enduring.

40. The next day, on June 17, 2022, Defendant Huffman sent the following email to Defendant Haines City's Human Resources Director, Veronica Hairston, "As you heard last night, Erica Anderson is going out on FMLA. Is the FMLA requiring employers to pay the employees the entire time not on the job? Are employers required to maintain the position during the time away? What is the maximum number of hours allowed under FMLA?" Defendant Huffman saw Plaintiff's FMLA leave as an opportunity to remove Plaintiff from her position.

41. Plaintiff's FMLA leave began on June 28, 2022.

42. On June 29, 2022, Defendant Huffman sought to interfere with Plaintiff's FMLA leave by asking Defendant Haines City's HR Director, Veronica Hairston, to put in writing that Plaintiff did not complete all necessary FMLA paperwork. This was untrue and constituted unlawful interference with Plaintiff's statutory right to take FMLA leave.

43. During Plaintiff's FMLA leave, Defendant Huffman continued to retaliate against Plaintiff through City Commission meetings and the media. She threatened Plaintiff's job repeatedly and publicly shared details of Plaintiff's employment contract to remove Plaintiff from her position or force her to resign.

44. During Plaintiff's FMLA leave, a Commissioner told Plaintiff that Defendant Huffman had discussed firing Plaintiff and the reasons she wanted to do so, outside of a public meeting (as required) and was attempting to garner support for Plaintiff's termination. Then, another Commissioner told Plaintiff that Defendant Huffman had discussed firing Plaintiff with them as well.

45. In one instance, Defendant Huffman intentionally and maliciously told the newspaper The Ledger in their July 3, 2022, article regarding Plaintiff's FMLA leave - - that things were **"getting kind of murky"** regarding Plaintiff, that she was "baffled by the whole thing," "It's a hot mess," and **"The residents deserve more, we just don't know where she is."** Defendant Huffman told the press these false and defamatory statements despite knowing Plaintiff was on approved FMLA leave.

46. On or around July 15, 2022, Defendant Haines City, through its' Assistant City Manager, violated federal law (FMLA) and contacted Plaintiff's medical doctor directly to obtain medical records on Plaintiff and ask questions about her.

47. Then, while on FMLA, Defendant Haines City demoted Plaintiff.

48. While on FMLA, Defendant Haines City's City Commission and Defendant Huffman proceeded to place Plaintiff's contract to terminate Plaintiff on the September 2022 City Commissioner meeting's agenda prior to her return from FMLA.

49. On September 22, 2022, the day Plaintiff returned from FMLA, Defendant Haines City suspended Plaintiff.

50. On September 25, 2022, Defendant Haines City's Assistant City Manager emailed IT Director Brian Ross, "At the last City Commission meeting City Clerk Anderson was placed on suspension until the next City Commission meeting where the City Commission will discuss next steps. Per City Manager Elensky, during this time please remove access to City facilities and accounts." Defendant Haines City had no intention of allowing Plaintiff to return from FMLA to her job as City Clerk.

51. Plaintiff filed an EEOC Charge, and provided Defendant Haines City a copy of her EEOC Charge via email, outlining her discrimination, harassment, and retaliation complaints in writing and under oath. This EEOC Charge constituted a second whistle-blower complaint by Plaintiff.

52. After providing Defendant with a copy of her EEOC charge on October 3, 2022, Plaintiff was fired "without cause" by Defendant Haines City's City Commission and Defendant Huffman the next day on October 4, 2022.

53. Defendant Huffman both instigated and pushed to terminate Plaintiff – pushing to "get the votes" to terminate Plaintiff to discriminate and retaliate against her based upon her whistle-blower complaints, internal discrimination complaints, EEOC Charge, and FMLA protected activities.

54. Defendants' actions were intentional, willful, and malicious.

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

55. Plaintiff re-alleges and adopts the allegations stated in Paragraphs 1–54.

56. This is an action for damages pursuant to Florida's Public-Sector Whistle-Blower Act.

57. As set forth in the paragraphs above, Plaintiff objected to Defendant Huffman's illegal conduct properly and timely to Defendant Haines City by filing a written complaint and EEOC Charge, which includes misfeasance, retaliation, discrimination, harassment, malfeasance, and violations of laws in compliance with Fla. Stat. § 112.3187.

58. After reporting Defendant Huffman's illegal activities, Defendant Haines City and Defendant Huffman retaliated against Plaintiff by intimidating her, humiliating her, harassing her, publicly defaming her, threatening to fire her, demoting her, suspending her, and wrongfully terminating her.

59. As a result of the retaliatory actions of Defendant Haines City, Plaintiff has suffered damages including lost wages, benefits, and other remuneration, emotional distress, and humiliation. These losses are permanent and will continue into the future.

WHEREFORE, Plaintiff prays for a trial by jury and all legal and equitable relief allowed by law including:

- a. Back pay and benefits;
- b. Interest on back pay;
- c. Front pay and/or lost earning capacity;
- d. Compensatory damages, emotional distress damages;
- e. Injunctive relief and reinstatement;
- f. Prejudgment interest;
- g. Punitive damages;
- h. Costs and attorney's fees;

- i. Such other relief as the Court may deem just and proper; and
- j. Judgment for supplemental damages to offset the tax impact of lump sum damages awarded as provided under state law.

**COUNT TWO**  
**FCRA- RACE DISCRIMINATION – DEFENDANT HAINES CITY**

60. Plaintiff re-alleges and adopts the allegations stated in Paragraphs 1–54.

61. Plaintiff is a member of a protected class under the Florida Civil Rights Act, due to her race.

62. By the conduct described above, Defendant Haines City engaged in unlawful employment practices and discriminated against Plaintiff on account of race by subjecting her to disparate treatment in conduct, work, suspension, harassment, demotion, and termination, violating the Florida Civil Rights Act.

63. Defendant Haines City knew or should have known of the discrimination.

64. As a result of Defendant Haines City's unlawful discrimination, Plaintiff has suffered and continues to suffer damages.

WHEREFORE, Plaintiff prays for a trial by jury and all legal and equitable relief allowed by law including:

- a. Back pay and benefits;
- b. Interest on back pay;
- c. Front pay and/or lost earning capacity;
- d. Compensatory damages, emotional distress damages;
- e. Injunctive relief and reinstatement;
- f. Prejudgment interest;
- g. Punitive damages;

- h. Costs and attorney's fees;
- i. Such other relief as the Court may deem just and proper; and
- j. Judgment for supplemental damages to offset the tax impact of lump sum damages awarded as provided under state law.

**COUNT THREE**  
**FCRA- RETALIATION – DEFENDANT HAINES CITY**

65. Plaintiff re-alleges and adopts the allegations stated in Paragraphs 1-54.
66. Plaintiff is a member of a protected class under the Florida Civil Rights Act.
67. Plaintiff engaged in protected activities in 2021 when she reported sexual harassment, and on May 31, 2022, when she reported inappropriate and discriminatory conduct by Defendant Huffman to Defendant Haines City through Defendant Haines City's Human Resources Department and City Attorney. In her written complaint, Plaintiff detailed the hostile work environment, bullying, retaliation, and psychological harassment she has been subjected to by Defendant Huffman. Plaintiff also detailed the physical symptoms of stress and anxiety she has suffered due to Defendant Huffman's treatment of her, resulting in Plaintiff taking FMLA on June 27, 2022.
68. Plaintiff also filed an EEOC Charge and provided it to Defendant Haines City within the 24 hours prior to her termination.
69. Shortly after Plaintiff's complaints and in retaliation for her taking FMLA, Defendant created a pretextual reason to fire Plaintiff and did so.
70. By the conduct described above, Defendant Haines City engaged in unlawful employment practices and retaliated against Plaintiff because she engaged in protected activity in violation of the Florida Civil Rights Act.

71. Defendant Haines City knew, or should have known, of the retaliation and discrimination.

72. As a result of Defendant Haines City's unlawful retaliation, Plaintiff has suffered and continues to suffer damages.

WHEREFORE, Plaintiff prays for a trial by jury and all legal and equitable relief allowed by law including:

- a. Back pay and benefits;
- b. Interest on back pay;
- c. Front pay and/or lost earning capacity;
- d. Compensatory damages, emotional distress damages;
- e. Injunctive relief and reinstatement;
- f. Prejudgment interest;
- g. Punitive damages;
- h. Costs and attorney's fees;
- i. Such other relief as the Court may deem just and proper; and
- j. Judgment for supplemental damages to offset the tax impact of lump sum damages awarded as provided under state law.

**COUNT FOUR**  
**FCRA- HARASSMENT – DEFENDANT HAINES CITY**

73. Plaintiff re-alleges and adopts the allegations stated in Paragraphs 1-54.

74. Plaintiff is a member of a protected class under the Florida Civil Rights Act, due to her race.

75. Defendant Haines City, through its managers, agents, and employees, harassed Plaintiff based on her race.

76. The harassment suffered by Plaintiff was severe, pervasive, and created a discriminatorily hostile and abusive working environment.

77. By the conduct described above Defendant Haines City engaged in unlawful employment practices and discriminated against Plaintiff on account of race in violation of the Florida Civil Rights Act.

78. Defendant Haines City knew, or should have known, of the harassment and failed to take remedial action to stop it.

79. As a result of Defendant's unlawful discrimination, Plaintiff has suffered and continues to suffer damages.

WHEREFORE, Plaintiff prays for the following damages against Defendant:

- a. Back pay and benefits;
- b. Interest on back pay;
- c. Front pay and/or lost earning capacity;
- d. Compensatory damages, emotional distress damages;
- e. Injunctive relief and reinstatement;
- f. Prejudgment interest;
- g. Punitive damages;
- h. Costs and attorney's fees;
- i. Such other relief as the Court may deem just and proper; and
- j. Judgment for supplemental damages to offset the tax impact of lump sum damages awarded as provided under state law.

**COUNT FIVE**  
**FMLA RETALIATION – DEFENDANT HAINES CITY AND DEFENDANT HUFFMAN**

80. Plaintiff re-alleges and adopts the allegations stated in Paragraphs 1-54.

81. At all times relevant to the facts alleged in this Complaint, Plaintiff suffered from one or more serious health conditions described above which permitted her to take family medical leave as she was entitled to do pursuant to the FMLA.

82. Plaintiff exercised her rights by requesting FMLA leave, and Plaintiff was qualified for leave under the FMLA.

83. Defendant Haines City and Defendant Huffman retaliated against Plaintiff for exercising her FMLA rights by harassing her, demoting her, suspending her, and then terminating her.

84. Defendant Haines City and Defendant Huffman's actions were willful, malicious, knowing and voluntary, and otherwise done with reckless indifference for Plaintiff's rights.

85. Plaintiff was injured due to Defendant Haines City and Defendant Huffman's willful violations of the FMLA, to which she is entitled to legal and injunctive relief.

WHEREFORE, Plaintiff requests that this Court:

- a. Enter a judgment that Defendant's retaliation against Plaintiff was in violation of the FMLA;
- b. Enjoin and permanently restrain Defendants from further violations of the FMLA;
- c. Direct Defendants to reinstate Plaintiff with full seniority to an equivalent position with back pay with interest, pension rights, and all benefits, or the alternative, enter a judgment pursuant to 29 U.S.C. § 2617(a)(1)(A)(i)(II) against Defendants and in favor of Plaintiff for the monetary losses he suffered as a direct result of Defendants' violations of the FMLA;
- d. Award compensatory damages to Plaintiff;
- e. Award back pay, with interest;
- f. Award liquidated damages;
- g. Award reasonable costs and attorneys' fees; and

- h. Award relief to which Plaintiff is entitled including but not limited to equitable relief.

**COUNT SIX**  
**FMLA INTERFERENCE – DEFENDANT HAINES CITY and DEFENDANT**  
**HUFFMAN**

86. Plaintiff hereby re-alleges and adopts the allegations stated in Paragraphs 1-54.

87. At all times relevant to the facts alleged in this Complaint, Plaintiff suffered from one or more serious health conditions which required her to take medical leave and time off as she was entitled to do pursuant to the FMLA.

88. Plaintiff exercised her rights by advising Defendant Haines City that she suffered from a serious health condition and would need time off for care and treatment. Plaintiff was entitled to FMLA leave.

89. Defendant Haines City and Defendant Huffman interfered with Plaintiff's rights under the FMLA in violation of 29 U.S.C. § 2614(a)(1)(A) and 2615(a)(2). Defendant Haines City and Defendant Huffman interfered with Plaintiff's rights by failing to return her to her position, firing her, and calling her doctor.

90. Defendant's actions were willful, malicious, knowing and voluntary, and otherwise done with reckless indifference for Plaintiff's rights.

91. Plaintiff was injured due to Defendant's willful violations of the FMLA, to which she is entitled to legal and injunctive relief.

WHEREFORE, Plaintiff requests that this Court:

- a. Enter a judgment that Defendant's interference of Plaintiff's rights was a violation of the FMLA;
- b. Enjoin and permanently restrain Defendants from further violations of the FMLA;

- c. Direct Defendants to reinstate Plaintiff with full seniority to an equivalent position with back pay with interest, pension rights, and all benefits, or in the alternative, enter a judgment pursuant to 29 U.S.C. § 2617(a)(1)(A)(i)(II) against Defendants and in favor of Plaintiff for the monetary losses she suffered as a direct result of Defendants violations of the FMLA;
- d. Award front pay;
- e. Award liquidated damages;
- f. Award reasonable costs and attorneys' fees;
- g. Award prejudgment interest; and
- h. Award relief to which Plaintiff is entitled including but not limited to equitable relief.

**COUNT SEVEN**  
**DEFAMATION PER SE AGAINST DEFENDANT HUFFMAN**

92. Plaintiff re-alleges and adopts the allegations stated in Paragraphs 1-54.

93. Defendant Huffman has imputed by spoken words to the public and community that Plaintiff was promiscuous, was not truthful, and insinuated Plaintiff went on FMLA for suspicious reasons and was awol.

94. Defendant Huffman's intentional conduct was done for the purpose of harassing Plaintiff causing Plaintiff degradation, and to cause her injury and to harm her reputation in the community and her business and career.

95. Plaintiff has suffered damages and has already suffered economic and emotional damages. For example, Plaintiff has been unable to find alternative employment.

96. Defendant Huffman's conduct was reckless and intentional, and she engaged in defamation and slander per se.

97. At all times material hereto, Defendant Huffman acted willfully, with malice and reckless disregard for Plaintiff's rights.

WHEREFORE, Plaintiff prays for the following damages against Defendants.

- a. Compensatory damages for emotional distress in the past and future;
- b. Mental anguish damages, pain, and suffering;
- c. Damages for injuries to reputation, health, shame, humiliation, mental anguish, and hurt feelings experienced in the past and future;
- d. Lost earnings and lost earning capacity in the past and in the future;
- e. Medical expenses;
- f. Punitive damages;
- g. Injunctive relief;
- h. Attorney's fees and costs;
- i. Such other relief as the Court may deem just and proper; and

**COUNT EIGHT**  
**INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS – DEFENDANT**  
**HUFFMAN**

98. Plaintiff re-alleges and adopts the allegations stated in Paragraphs 1-54.

99. Plaintiff sues Defendant Huffman for Intentional Infliction of Emotional Distress.

100. Defendant Huffman falsely and publicly accused Plaintiff of being promiscuous and questioned her fidelity. During the June 2, 2022, City Commission meeting, Defendant Huffman intentionally and maliciously said, "So at this point, uh, Deputy please escort Mr. Gaston out of the chamber room. Erica, who's next? And just for those who are not aware, this is our City Clerk, Erica Anderson's other boyfriend." Mr. Gaston is Plaintiff's husband, a fact Defendant Huffman

knew. These defamatory remarks spread throughout the community, forever tarnishing Plaintiff's reputation.

101. During Plaintiff's FMLA leave, Defendant Huffman intentionally and maliciously told newspaper The Ledger in their July 3, 2022, article regarding Plaintiff's FMLA leave that things were "getting kind of murky" regarding Plaintiff, "It's a hot mess," and "The residents deserve more, we just don't know where she is." Defendant Huffman's defamatory comments were read by the constituents Plaintiff serves and intentionally published to destroy Plaintiff's character and standing in the community. Plaintiff's minor daughter was subjected to taunting and bullying by her classmates referencing Defendant Huffman's defamatory comments.

102. At all material times herein, Defendant's conduct was extremely outrageous and intolerable in a civilized society.

103. As a direct and proximate result of the outrageous conduct on Plaintiff, Plaintiff has suffered and will continue to suffer humiliation, embarrassment, emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, damage to reputation, and other non-pecuniary losses for which compensatory damages should be awarded. The losses are permanent and continuing in nature.

WHEREFORE, Plaintiff, Erica Anderson, prays for all legal and equitable relief allowed by law including compensatory damages, costs, and all other such relief as the Court may deem just and proper and demands a jury trial on all issues so triable.

Respectfully submitted this 30th day of October 2023.

CHANFRAU & CHANFRAU

/s/ Kelly H. Chanfrau

Kelly H. Chanfrau, B.C.S.

Florida Bar No. 560111

Taylor G. Carley, Esq.