

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

DARRELL GRIFFIN,

Plaintiff,

VS.

Case No.: 3:15-cv-1209-J-20MCR

CITY OF JACKSONVILLE, FLORIDA;

and LAURA STAGNER, individually,

Defendants.

## **DEFENDANTS' AMENDED ANSWER AND AFFIRMATIVE DEFENSES**

Defendants, CITY OF JACKSONVILLE, FLORIDA (the “City”); and LAURA STAGNER, individually (“Stagner”), answer Plaintiff’s Amended Complaint by denying each allegation not specifically admitted herein, and state:

1. Defendants admit that Plaintiff purports to bring an action for injunctive relief, damages, attorney's fees, and costs for alleged deprivations of his rights secured by 42 U.S.C. §§ 1981, 1983, and 1988, but deny that Plaintiff is entitled to any relief under any of the foregoing statutes.

2. Admitted for jurisdictional purposes only.

3. Defendants admit this paragraph.

4. Defendants admit that Plaintiff was an employee of the City of Jacksonville at all times material and that his race is black. Defendants are without knowledge sufficient to allow an admission or denial of the remaining allegations in this paragraph, which operates as a denial by rule.

5. Defendants admit this paragraph.

6. Defendants admit that Defendant Stagner is a citizen of the United States, her race is white and she has served as the Interim Chief of the City's Housing and Community Development Division since on or about July 2, 2015. Defendants deny the remaining allegations of this paragraph.

7. Defendants admit this paragraph.

8. Defendants admit this paragraph.

9. Defendants admit this paragraph.

10. Defendants deny this paragraph.

11. Admit that on May 29, 2015, along with most other appointed City employees, Plaintiff was asked to submit a resignation by June 5, 2015. Admit that Plaintiff did submit a resignation from his appointed position on June 4, 2015. Admit that since Plaintiff was facing potential discipline due to the audit, on August 3, 2015 Defendant City offered him the opportunity to resign all City employment in lieu of disciplinary action should the audit disclose, as was expected, improprieties by Plaintiff. Defendants deny the remaining allegations of this paragraph.

12. Admit that Plaintiff chose not to resign from all City employment and was placed on paid administrative leave pending the outcome of an investigation into Plaintiff's conduct in connection with the audit.

13. Defendants admit that on or about September 8, 2015, the City accepted Plaintiff's June 4, 2015 resignation from his appointed position and allowed Plaintiff to exercise his right to revert to the civil service position of Recreation, Planning and Grants Coordinator in the Parks, Recreation, and Community Services Department of the City, and his rate of pay for that position was based on the salary he would have had if he had continuously held a civil

service position and had never been appointed. Defendants deny the remaining allegations and implications in this paragraph.

14. Defendants admit this paragraph.

15. Defendants admit this paragraph.

16. Defendants deny that the City has any policy permitting a non-profit developer to “self perform” as a general contractor under the circumstances described in this paragraph. Defendants are without knowledge of whether the four contracts at issue complied with the purported policy to self-perform and on that basis, deny the same.

17. Defendants deny this paragraph.

18. Defendants deny this paragraph.

19. In response to Paragraph 19, Defendants admit that Ms. Greger was retained to serve on the City’s transition team relating to the City’s possible reorganization of its Neighborhoods department. Defendants deny that Ms. Greger engaged in the “materially identical conduct” as Plaintiff and therefore admit that she was not disciplined for engaging in such conduct.

20. Defendants admit that the City auditors consulted Defendant Stagner regarding the audit, that Defendant Stagner did not inform the City auditors of the alleged policy, and that the auditors found that Plaintiff had engaged in improper conduct with reference to the four contracts which he approved. Defendants deny the remaining allegations of this paragraph and specifically deny that such a policy existed.

21. Defendants admit that the City’s Council Auditor’s Officer sent Defendant Stagner a draft of the audit and that the City was required to respond to the audit’s findings and recommendations. Defendants further state that the written response to the audit’s findings and

recommendations speaks for itself. Defendants deny the remaining allegations and implications of this paragraph.

22. Defendants admit that Defendant Stagner was a finance director with the City at the time the contracts were approved with responsibility to pay out the City's money with regard to contracts, but deny that this responsibility included the responsibility to make sure Plaintiff had not improperly approved the four contracts at issue in this case.

23. In response to Paragraph 23, Defendants deny that Defendant Stagner or Ms. Greger engaged in any impropriety in connection with the audit and therefore admit that they were not disciplined or criticized in connection with the audit.

24. Defendants deny this paragraph.

**COUNT I – SECTION 1983: DISCRIMINATION IN VIOLATION OF 42 U.S.C. § 1981**  
**(Defendant Laura Stagner)**

25. Defendants incorporate by reference their responses to Paragraphs 1 through 24 as though fully set forth herein.

26. Defendants admit this paragraph.

27. Defendants admit this paragraph.

28. Defendants deny this paragraph.

29. Defendants deny this paragraph.

30. Defendants deny this paragraph.

31. Defendants deny this paragraph and deny that Plaintiff is entitled to any relief whatsoever.

**COUNT II – SECTION 1983: DISCRIMINATION IN VIOLATION OF 42 U.S.C. § 1981**  
**(Defendant City of Jacksonville, Florida)**

32. Defendants incorporate by reference their responses to Paragraphs 1 through 24 as though fully set forth herein.

33. Defendants admit this paragraph.

34. Defendants admit this paragraph.

35. Defendants deny this paragraph.

36. Defendants deny this paragraph.

37. Defendants deny this paragraph.

38. Defendants deny this paragraph.

39. Defendants deny this paragraph.

40. Defendants deny this paragraph and deny that Plaintiff is entitled to any relief whatsoever.

**AFFIRMATIVE DEFENSES**

41. As a FIRST AFFIRMATIVE DEFENSE, Defendants allege that Plaintiff's Amended Complaint and each cause of action therein fails to state a claim upon which relief can be granted.

42. As a SECOND AFFIRMATIVE DEFENSE, Defendants allege that Plaintiff's rights under 42 U.S.C. §§ 1981, 1983, and 1988 were not violated, and Plaintiff was afforded all of the rights, privileges and immunities granted by 42 U.S.C. §§ 1981, 1983, and 1988.

43. As a THIRD AFFIRMATIVE DEFENSE, Defendants allege that all actions taken with regard to Plaintiff were justified, taken in good faith and for lawful, non-discriminatory business reasons.

44. As a FOURTH AFFIRMATIVE DEFENSE, Defendants allege that assuming *arguendo* that any employee or agent of Defendants engaged in discrimination or any unlawful conduct toward Plaintiff, that conduct was contrary to Defendants' express policies, occurred outside of the scope of any employment or agency relationship, and cannot be attributed to Defendants.

45. As a FIFTH AFFIRMATIVE DEFENSE, Defendants allege that assuming *arguendo* any employee of Defendants engaged in discrimination or any unlawful conduct toward Plaintiff, Defendants neither knew nor reasonably should have known of the unlawful conduct and did not authorize, ratify or consent to any unlawful conduct.

46. As a SIXTH AFFIRMATIVE DEFENSE, Defendants allege that at no time did they act purposely, knowingly, deliberately, maliciously, oppressively, intentionally, willfully, wantonly, with any bad faith or with conscious or reckless disregard of Plaintiff or his rights.

47. As a SEVENTH AFFIRMATIVE DEFENSE, Defendants allege that Plaintiff's claims for equitable relief are barred by the doctrines of unclean hands, estoppel, waiver, consent, and/or laches.

48. As an EIGHTH AFFIRMATIVE DEFENSE, Defendants allege that even assuming *arguendo* that Plaintiff suffered any damages, the alleged damages were caused by and/or were contributed to by Plaintiff's own acts or failure to act.

49. As a NINTH AFFIRMATIVE DEFENSE, Defendants allege that Plaintiff cannot show that the discrimination or unlawful conduct he allegedly suffered was due to an official custom, policy or practice of the City or a custom or practice of the City that was so pervasive it had the force of law.

50. As a TENTH AFFIRMATIVE DEFENSE, Defendants allege that Plaintiff cannot show that Defendant Stagner's actions violated a clearly established constitutional right of Plaintiff of which she should have been aware, and therefore she is entitled to qualified immunity.

**WHEREFORE**, Defendants pray as follows:

1. That the Amended Complaint and every cause of action therein be dismissed in its entirety with prejudice;
2. That Plaintiff take nothing by way of his Amended Complaint;
3. That Defendants be awarded their costs and attorneys' fees; and
4. For such other relief as the Court may deem proper and just.

Dated: December 7, 2015

Respectfully submitted,

**JASON R. GABRIEL**  
**GENERAL COUNSEL**

s/Wendy Byndloss  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 7th day of December, 2015, I electronically filed the foregoing with the Clerk of Court by using the CM/ECF system, which will send a copy of the foregoing to Wm. J. Sheppard, Esq. and Bryan E. DeMaggio, Esq., email: [sheplaw@att.net](mailto:sheplaw@att.net), counsel for Plaintiff.

**JASON R. GABRIEL**  
**GENERAL COUNSEL**

s/Wendy Byndloss  
ASSISTANT GENERAL COUNSEL