

IN THE CIRCUIT COURT OF THE  
FOURTH JUDICIAL CIRCUIT, IN AND  
FOR DUVAL COUNTY, FLORIDA

DARLENE PEOPLES,

PLAINTIFF,

CASE NO: 2017-CA-3340

V.

COMMUNITY REHABILITATION  
CENTER, INC., a not-for-profit Florida  
Corporation,

DEFENDANT.

\_\_\_\_\_ /

**ANSWER TO COMPLAINT**

COMES NOW, defendant, Community Rehabilitation Center, Inc. ("CRC") by and through undersigned counsel, and answers the Complaint in like numbered paragraphs and asserts defenses herein and states:

**PARTIES**

1. CRC admits the allegations of paragraph 1 of the Complaint.
2. CRC admits the allegations of paragraph 2 of the Complaint.
3. CRC admits the allegations of paragraph 3 of the Complaint for jurisdictional purposes only.

**JURISDICTION AND VENUE**

4. CRC admits the allegations of paragraph 4 of the Complaint for jurisdictional purposes only.
5. CRC admits the allegations of paragraph 5 of the Complaint.
6. CRC admits that the events giving rise to Plaintiff's termination occurred in Duval County, Florida. CRC denies all remaining allegations of paragraph 6 of the Complaint.

## **STATEMENT OF FACTS**

7. CRC admits that Plaintiff was employed by CRC from December 3, 2013 until September 5, 2016. CRC denied all remaining allegations of paragraph 7 of the Complaint.

8. CRC denies the allegations of paragraph 8 of the Complaint.

9. CRC denies the allegations of paragraph 9 of the Complaint with regards to Plaintiff's allegation of "exceptional performance." CRC is otherwise without knowledge as to the remaining allegations and therefore denies those allegations.

10. CRC denies the allegations of paragraph 10 of the Complaint.

11. CRC denies the allegations of paragraph 11 of the Complaint.

12. CRC denies the allegations of paragraph 12 of the Complaint.

13. CRC denies the allegations of paragraph 13 of the Complaint.

14. CRC is without knowledge as to the allegations of paragraph 14 of the Complaint and therefore denies those allegations.

15. CRC denies the allegations of paragraph 15 of the Complaint.

16. CRC denies the allegations of paragraph 16 of the Complaint.

17. CRC admits the allegations of paragraph 17 of the Complaint.

18. CRC admits the allegations of paragraph 18 of the Complaint. However, the email referenced in paragraph 18 stated, "...I'm sure you understand that emergencies happen."

19. CRC is without knowledge as to the allegations of paragraph 19 of the Complaint and therefore denies those allegations.

20. CRC denies the allegations of paragraph 20 of the Complaint.

21. CRC denies the allegations of paragraph 21 of the Complaint

22. CRC denies the allegations of paragraph 22 of the Complaint.

23. CRC admits that on or about August 4, 2016 Plaintiff spoke with Ms. Jamison regarding Plaintiff's concerns regarding unsafe work conditions. CRC denies the remaining allegations of paragraph 23 of the Complaint.

24. CRC admits that it responded to Plaintiff's concerns regarding allegations of unsafe work conditions. CRC denies the remaining allegations of paragraph 24.

25. CRC denies the allegations of paragraph 25 of the Complaint.

26. CRC denies the allegations of paragraph 26 of the Complaint regarding guidance and/or training. CRC admits that Plaintiff filed a grievance on or about August 8, 2016.

27. CRC denies the allegations of paragraph 27 of the Complaint.

28. CRC denies the allegations of paragraph 28 of the Complaint.

29. CRC denies the allegations of paragraph 29 of the Complaint.

30. CRC denies the allegations of paragraph 30 of the Complaint

31. CRC denies the allegations of paragraph 31 of the Complaint.

32. CRC denies the allegations of paragraph 32 of the Complaint.

33. CRC denies the allegations of paragraph 33 of the Complaint.

34. CRC denies the allegations of paragraph 34 of the Complaint.

35. CRC denies the allegations of paragraph 35 of the Complaint.

36. CRC denies the allegations of paragraph 36 of the Complaint.

37. CRC denies the allegations of paragraph 37 of the Complaint.

38. CRC denies the allegations of paragraph 38 of the Complaint.

39. CRC denies the allegations of paragraph 39 of the Complaint.

40. CRC admits that Plaintiff was legitimately terminated for cause.

41. CRC admits that Plaintiff worked as a corrections officer for six years. CRC is without knowledge as to remaining allegations of paragraph 41 of the Complaint and therefore denies those allegations.

42. CRC denies the allegations of paragraph 42 of the Complaint.

43. CRC admits the allegations of paragraph 43 of the Complaint.

44. CRC denies the allegations of paragraph 44 of the Complaint.

45. CRC denies the allegations of paragraph 45 of the Complaint.

46. CRC denies the allegations of paragraph 46 of the Complaint.

47. CRC denies the allegations of paragraph 47 of the Complaint.

48. CRC denies the allegations of paragraph 48 of the Complaint.

49. CRC denies the allegations of paragraph 49 of the Complaint.

50. CRC denies the allegations of paragraph 50 of the Complaint.

51. CRC admits the allegations of paragraph 51 of the Complaint.

52. CRC admits that OSHA guidelines speak for themselves.

53. CRC denies the allegations of paragraph 53 of the Complaint.

**COUNT I – FLORIDA PRIVATE WHISTLEBLOWER ACT –  
UNLAWFUL RETALIATION**

54. CRC realleges and incorporates all responses contained within Paragraphs 1 through 53 of the Answer to Complaint as if fully set forth herein.

55. CRC denies the allegations of paragraph 55 of the Complaint.

56. CRC denies the allegations of paragraph 56 of the Complaint.

57. CRC denies the allegations of paragraph 57 of the Complaint.

58. CRC denies the allegations of paragraph 58 of the Complaint.

## **AFFIRMATIVE DEFENSES**

### **First Affirmative Defense**

The Complaint, and each allegation therein, fails to state a claim upon which relief can be granted.

### **Second Affirmative Defense**

Plaintiff, at all times herein, received proper training and instruction with regards to all job functions and responsibilities.

### **Third Affirmative Defense**

CRC at all times herein fully complied with all licensing requirements of Florida Statutes Chapter 491. As such, Plaintiff cannot establish an actual violation of law for purposes of a claim under Florida Statutes § 448.102(3).

### **Fourth Affirmative Defense**

CRC terminated the Plaintiff for a legitimate non-retaliatory reason. Indeed, prior to Plaintiff's termination, CRC engaged in extensive efforts to address and remedy Plaintiff's performance deficiencies.

### **Fifth Affirmative Defense**

Plaintiff was hired by CRC on December 3, 2013 to provide substance abuse and mental health services to CRC clients. In June of 2016, CRC informed Plaintiff that she would be repositioned to provide mental health services for CRC clients that participated in the Ryan White HIV/AIDS Program.

### **Sixth Affirmative Defense**

CRC at all times complied with any and all applicable OSHA regulations.

### **Seventh Affirmative Defense**

Plaintiff's termination was attributable solely to her own conduct.

**Eight Affirmative Defense**

CRC properly investigated Plaintiff's concerns regarding workplace safety and responded appropriately to those concerns in a timely fashion.

CRC asserts the right to assert any additional affirmative defenses that discovery may reveal during the course of this litigation.

Respectfully submitted this 19<sup>th</sup> day of July, 2017.

**JOHN D. WEBB, P.A.**

**s/ John D. Webb**

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that, on July 19, 2017, I electronically filed the foregoing with the Clerk of the Court through Florida Court's E-Filing Portal ([www.myflcourtaccess.com](http://www.myflcourtaccess.com)), by using the E-Service Option, which will send a Notice of Electronic Filing, in compliance with Florida Rules of Judicial Administration Rule 2.516, to the following:

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***s/ John D. Webb***

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Attorney