

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
GAINESVILLE DIVISION

FREDERICK EUGENE
FINDLEY, III,

CASE NO.: 1:25-cv-00300-MW-ZCB

Plaintiff,

v.

CITY OF HIGH SPRINGS, FLORIDA,

Defendant.

**DEFENDANT, CITY OF HIGH SPRINGS', ANSWER AND
AFFIRMATIVE DEFENSES IN RESPONSE TO PLAINTIFF'S
AMENDED COMPLAINT**

Defendant, CITY OF HIGH SPRINGS ("the City"), answers Plaintiff's Amended Complaint as follows:

Nature of the Action

1. The City acknowledges that Plaintiff seeks recovery under the laws alleged but denies that it violates those laws and denies liability for damages.
2. The City acknowledges that the Court has jurisdiction over this dispute and acknowledges that Plaintiff seeks recovery under the laws alleged but denies that it violated those laws and denies liability for damages.

The Parties

3. The City admits that Plaintiff was employed by the City and that at times, Plaintiff has been a Florida resident. The City denies all other allegations in this paragraph and demands proof of the allegations.

4. Admitted.

Conditions Precedent

5. The City is without knowledge of the allegations in this paragraph and therefore denies and demands proof of the allegations.

Statement of the Ultimate Facts

6. The City admits that Plaintiff began his employment with the City on or about October 23, 2008, and that he held the position of Fire Lieutenant at the time of his termination on January 11, 2025. The City denies all other allegations in this paragraph and demands proof of the allegations.

7. The City denies all allegations in this paragraph and demands proof of the allegations.

8. The City denies all allegations in this paragraph and demands proof of the allegations.

9. The City admits that Joseph Peters was appointed Fire Chief on May 6, 2024. The City denies all other allegations in this paragraph and demands proof of the allegations.

10. The City denies all allegations in this paragraph and demands proof of the allegations.

11. The City denies all allegations in this paragraph and demands proof of the allegations.

12. The City denies all allegations in this paragraph and demands proof of the allegations.

13. The City denies all allegations in this paragraph and demands proof of the allegations.

14. The City denies all allegations in this paragraph and demands proof of the allegations.

15. The City denies all allegations in this paragraph and demands proof of the allegations.

16. The City denies all allegations in this paragraph and demands proof of the allegations.

17. The City admits that Plaintiff submitted FMLA leave paperwork on or about November 22, 2024, that the FMLA leave paperwork was for “moderate to severe anxiety/depression”, and that the FMLA leave paperwork requested periodic/intermittent FMLA leave for “exacerbation of anxiety and depression”. The City denies all other allegations in this paragraph and demands proof of the allegations.

18. The City denies all allegations in this paragraph and demands proof of the allegations.

19. The City denies all allegations in this paragraph and demands proof of the allegations.

a. The City denies all allegations in this paragraph and demands proof of the allegations.

b. The City denies all allegations in this paragraph and demands proof of the allegations.

- c. The City denies all allegations in this paragraph and demands proof of the allegations.
 - d. The City denies all allegations in this paragraph and demands proof of the allegations.
 - e. The City denies all allegations in this paragraph and demands proof of the allegations.
 - f. The City denies all allegations in this paragraph and demands proof of the allegations.
 - g. The City denies all allegations in this paragraph and demands proof of the allegations.
20. The City denies all allegations in this paragraph and demands proof of the allegations.
21. The City denies all allegations in this paragraph and demands proof of the allegations.
22. The City denies all allegations in this paragraph and demands proof of the allegations.
23. The City denies all allegations in this paragraph and demands proof of the allegations.
24. The City denies all allegations in this paragraph and demands proof of the allegations.
25. The City denies all allegations in this paragraph and demands proof of the allegations.

26. The City admits that Plaintiff was terminated on January 11, 2025 by City Manager, Jeremy Marshall. The City denies all other allegations in this paragraph and demands proof of the allegations.
27. The City denies all allegations in this paragraph and demands proof of the allegations.
28. The City denies all allegations in this paragraph and demands proof of the allegations.
29. The City denies all allegations in this paragraph and demands proof of the allegations.
30. The City denies all allegations in this paragraph and demands proof of the allegations.
31. The City denies all allegations in this paragraph and demands proof of the allegations.
32. The City admits that on January 31, 2025, Plaintiff filed a charge of discrimination against the City. The City denies all other allegations in this paragraph and demands proof of the allegations.
33. The City is without knowledge as to whether Plaintiff was hired by the City of Live Oak as a Firefighter on April 29, 2025, or whether Plaintiff was terminated by the City of Live Oak on May 28, 2025, and therefore denies and demands proof of the allegations. The City denies all other allegations in this paragraph and demands proof of the allegations.

34. The City is without knowledge as to the allegations in this paragraph and therefore denies and demands proof of the allegations.

35. The City acknowledges that Plaintiff hired an attorney but denies that it is responsible for any fee associated with his attorney's services.

Count I – Gender Discrimination

36. The City realleges and incorporates its responses to paragraphs 1 through 35 above.

37. The City acknowledges that Plaintiff seeks recovery under the laws alleged but denies that it violated those laws and denies liability for damages.

38. The City denies all allegations in this paragraph and demands proof of the allegations.

39. The City denies all allegations in this paragraph and demands proof of the allegations.

40. The City denies all allegations in this paragraph and demands proof of the allegations.

41. The City denies all allegations in this paragraph and demands proof of the allegations.

42. The City denies all allegations in this paragraph and demands proof of the allegations.

43. The City denies all allegations in this paragraph and demands proof of the allegations.

44. The City denies all allegations in this paragraph and demands proof of the allegations.

45. The City denies all allegations in this paragraph and demands proof of the allegations.

Count II – Disability Discrimination

46. The City realleges and incorporates its responses to paragraphs 1 through 35.

47. The City acknowledges that Plaintiff seeks recovery under the laws alleged but denies that it violated those laws and denies liability for damages.

48. The City denies all allegations in this paragraph and demands proof of the allegations.

49. The City denies all allegations in this paragraph and demands proof of the allegations.

50. The City denies all allegations in this paragraph and demands proof of the allegations.

51. The City denies all allegations in this paragraph and demands proof of the allegations.

52. The City denies all allegations in this paragraph and demands proof of the allegations.

53. The City denies all allegations in this paragraph and demands proof of the allegations.

Count III - Retaliation

54. The City realleges and incorporates its responses to paragraphs 1 through 35.

55. Admitted.

56. The City denies all allegations in this paragraph and demands proof of the allegations.

57. The City denies all allegations in this paragraph and demands proof of the allegations.

58. The City denies all allegations in this paragraph and demands proof of the allegations.

59. The City denies all allegations in this paragraph and demands proof of the allegations.

60. The City denies all allegations in this paragraph and demands proof of the allegations.

Count IV – Public Whistleblower Retaliation

61. The City realleges and incorporates its responses to paragraphs 1 through 35.

62. The City acknowledges that Plaintiff seeks recovery under the laws alleged but denies that it violated those laws and denies liability for damages.

63. The City denies all allegations in this paragraph and demands proof of the allegations.

64. The City denies all allegations in this paragraph and demands proof of the allegations.

65. The City denies all allegations in this paragraph and demands proof of the allegations.

66. The City denies all allegations in this paragraph and demands proof of the allegations.

67. The City denies all allegations in this paragraph and demands proof of the allegations.

68. The City denies all allegations in this paragraph and demands proof of the allegations.

Count V – First Amendment Retaliation

69. The City realleges and incorporates its responses to paragraphs 1 through 35. The City denies all other allegations in this paragraph and demands proof of the allegations.

70. The City denies all allegations in this paragraph and demands proof of the allegations.

71. The City denies all allegations in this paragraph and demands proof of the allegations.

72. The City denies all allegations in this paragraph and demands proof of the allegations.

73. The City denies all allegations in this paragraph and demands proof of the allegations.

a. The City denies all allegations in this paragraph and demands proof of the allegations.

- b. The City denies all allegations in this paragraph and demands proof of the allegations.
 - c. The City denies all allegations in this paragraph and demands proof of the allegations.
 - d. The City denies all allegations in this paragraph and demands proof of the allegations.
 - e. The City denies all allegations in this paragraph and demands proof of the allegations.
 - f. The City denies all allegations in this paragraph and demands proof of the allegations.
74. The City denies all allegations in this paragraph and demands proof of the allegations.
75. The City denies all allegations in this paragraph and demands proof of the allegations.
76. The City denies all allegations in this paragraph and demands proof of the allegations.
77. The City denies all allegations in this paragraph and demands proof of the allegations.
- Count VI – Fourteenth Amendment - Procedural Due Process**
78. The City realleges and incorporates its responses to paragraphs 1 through 35.

79. The City acknowledges that Plaintiff seeks recovery under the laws alleged but denies that it violated those laws and denies liability for damages.

80. The City denies all allegations in this paragraph and demands proof of the allegations.

81. The City denies all allegations in this paragraph and demands proof of the allegations.

82. The City denies all allegations in this paragraph and demands proof of the allegations.

83. The City denies all allegations in this paragraph and demands proof of the allegations.

a. The City denies all allegations in this paragraph and demands proof of the allegations.

b. The City denies all allegations in this paragraph and demands proof of the allegations.

c. The City denies all allegations in this paragraph and demands proof of the allegations.

d. The City denies all allegations in this paragraph and demands proof of the allegations.

e. The City denies all allegations in this paragraph and demands proof of the allegations.

f. The City denies all allegations in this paragraph and demands proof of the allegations.

84. The City denies all allegations in this paragraph and demands proof of the allegations.

85. The City denies all allegations in this paragraph and demands proof of the allegations.

Count VII – Violation of the Family and Medical Leave Act

86. The City realleges and incorporates its responses to paragraphs 1 through 35.

87. Admitted that the City was an employer under applicable law. The City denies all other allegations in this paragraph and demands proof of the allegations.

88. The City denies all allegations in this paragraph and demands proof of the allegations.

89. The City denies all allegations in this paragraph and demands proof of the allegations.

90. The City denies all allegations in this paragraph and demands proof of the allegations.

91. The City denies all allegations in this paragraph and demands proof of the allegations.

92. The City denies all allegations in this paragraph and demands proof of the allegations.

93. The City denies all allegations in this paragraph and demands proof of the allegations.

94. The City denies all allegations in this paragraph and demands proof of the allegations.

PRAYER FOR RELIEF

The City denies Plaintiff's prayer for relief and the relief sought therein.

AFFIRMATIVE DEFENSES

First Affirmative Defense

The actions of the City, its officers, and employees were discretionary in nature and/or involved planning level activities for which the City cannot be subject to liability or an action for damages under provisions of section 768.28, Florida Statutes and the City is immune from any claims related to such activity.

Second Affirmative Defense

Plaintiff failed to mitigate his damages by obtaining equivalent employment following his separation from the City. Without admitting that Plaintiff suffered any damages, the City asserts that Plaintiff is barred from recovery for any period in which he failed to mitigate damages.

Third Affirmative Defense

Any alleged adverse action taken by the City against the Plaintiff is the result of legitimate, non-discriminatory, non-retaliatory reason and would have been taken even in the absence of Plaintiff's gender, alleged disability, and his alleged exercise of protected activities.

Fourth Affirmative Defense

Defendant is entitled to a set-off of damages, including but not limited to, those amounts received by Plaintiff from collateral sources, including any interim earnings and benefits Plaintiff may have received after he stopped working for Defendant.

Fifth Affirmative Defense

Any claims and damages of Plaintiff are barred or limited by the doctrine of after acquired evidence.

Sixth Affirmative Defense

Plaintiff's Amended Complaint fails to state a claim upon which relief can be granted. Plaintiff was an at-will employee whose employment was subject to termination at any time and for any reason, with or without cause.

DEMAND FOR TRIAL BY JURY

The City demands a trial by jury on all issues.

Respectfully submitted this 16th day of December, 2025.

MARKS GRAY, P.A.

/s/Kendall S. Manini

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jpopovici@marksgray.com
Attorney for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 16th day of December, 2025, a true and correct copy of the foregoing was electronically filed in the United States District Court for the Northern District of Florida using the CM/ECF system, which will send a notice of electronic filing to counsel of record.

/s/Kendall S. Manini
Attorney