

**IN THE CIRCUIT COURT FOR THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL ACTION**

MASON CLASSICAL ACADEMY, INC.,

Plaintiff,

v.

CASE NO. 19-CA-011779

JOSEPH M. BAIRD,

Defendant.

_____ /

ANSWER AND AFFIRMATIVE DEFENSES TO SECOND AMENDED COMPLAINT

Defendant JOSEPH M. BAIRD, by and through his undersigned counsel, answers and responds to each individually numbered paragraph in Plaintiff's Complaint as follows:

1. Admitted for jurisdictional purposes only.
2. Admitted.
3. Admitted.
4. Admitted that this matter can be filed in Hillsborough County. Denied that Hillsborough County is the appropriate venue.
5. Admitted for jurisdictional purposes only.
6. Admitted.
7. Admitted.
8. Without sufficient information and therefore denied.
9. Admitted.
10. Admitted.
11. Admitted.
12. Admitted.
13. Admitted.
14. Admitted.
15. Admitted.

16. Admitted.

17. Admitted that the email speaks for itself at the time it was sent.

18. Admitted that Defendant filed a complaint against MCA with the Florida Department of Education. Denied that said complaint was meritless and retaliatory.

19. Denied.

20. Admitted that Defendant made said statement. Denied that said statement was false at the time it was made.

21. Admitted that Defendant believed MCA's principal controlled the makeup of the board. Otherwise denied.

22. Denied.

23. Admitted.

24. Admitted that Jon Fishbane conducted an investigation into MCA. Otherwise denied.

25. Without sufficient information and therefore denied.

26. Admitted that Defendant communicated with Jon Fishbane. Otherwise denied.

27. Denied.

28. Admitted that Defendant advocated for the removal of certain MCA board members. Denied that such advocacy was unsupported by law or the Charter Contract. Denied that Defendant ever advocated for the termination of the Charter Contract. Exhibit "D" speaks for itself.

29. Admitted that the Fishbane Report was released on that date. Otherwise denied.

30. Denied.

31. Denied.

32. Admitted.

33. Without sufficient information and therefore denied.

34. Denied.

35. Admitted.

36. Denied.

37. Denied.

38. Denied.

39. Denied.

COUNT I – TORTIOUS INTERFERENCE
(Charter Contract)

40. Defendant realleges and incorporates by reference his answers to paragraphs 1 through 39.

41. Admitted.

42. Denied.

43. Denied.

44. Denied.

COUNT II – TORTIOUS INTERFERENCE
(Hillsdale Agreement)

45. Defendant realleges and incorporates by reference his answers to paragraphs 1 through 39.

46. Admitted.

47. Denied.

48. Denied.

49. Denied.

COUNT III – TORTIOUS INTERFERENCE
(Business Relationship)

50. Admitted for jurisdictional purposes only.

51. Defendant realleges and incorporates by reference his answers to paragraphs 1 through 39.

52. Admitted.

53. Denied.

54. Denied.

55. Denied.

AFFIRMATIVE DEFENSES

1. As and for his First Affirmative Defense, JOSEPH M. BAIRD asserts that any damages claimed by the Plaintiff must be reduced by its failure to mitigate its damages. Plaintiff and its Board of Directors were given ample opportunity to speak with Hillsdale and the Collier County School District about the concerns raised by Defendant. Rather than meet amicably to address the concerns, the Board of Directors went on a smear campaign relentlessly attacking Defendant and Defendant's children. Furthermore, Hillsdale offered to extend its agreement with Plaintiff after a successful mediation between Plaintiff, Collier County School District, and Hillsdale. Rather than extend the contract, Plaintiff took this as an opportune time to reject Hillsdale and attempt to renegotiate the terms of the Charter Contract.

2. As and for his Second Affirmative Defense, JOSEPH M. BAIRD asserts that Plaintiff has unclean hands. Plaintiff's extensive wrongdoing—as set forth in Defendant's complaint to the Florida Department of Education, the reports generated by Jon Fishbane, and whistleblower complaints from several employees of Plaintiff—warrants a finding that Plaintiff has not come into this court with clean hands, and all relief should be denied to Plaintiff.

3. As and for his Third Affirmative Defense, JOSEPH M. BAIRD asserts that the Hillsdale Agreement is invalid and unenforceable. The purported contract was never adopted in the manner required by Florida's "Government in the Sunshine" law and is therefore *void ab initio*.

4. Discovery is ongoing and JOSEPH M. BAIRD reserves the right to assert additional affirmative defenses.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served in accordance with Florida Rule of Judicial Administration 2.516 this 19th day of August, 2020, to:

Raul Valles, Esq.
Rocke, McLean & Sbar, P.A.
2309 S. MacDill Ave.

Tampa, FL 33629
rvalles@rmslegal.com
mlamoureaux@rmslegal.com
lknox@rmslegal.com

LINDSAY & ALLEN, PLLC

/s/ Kelsey Hazzard

Todd B. Allen, Esq.
Florida Bar No. 83990
Kelsey Hazzard, Esq.
Florida Bar No. 99795
13180 Livingston Road, Suite 206
Naples, FL 34109
(P) 239.593.7900 (F) 239.593.7909
todd@naples.law
kelsey@naples.law
nancy@naples.law
victoria@naples.law