

**UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF
FLORIDA PANAMA CITY DIVISION**

JARED HALE,

CASE NO.

Plaintiff,

v.

**WILLIAM HUSFELT, in his official and
individual capacities,**

Defendants.

COMPLAINT

Plaintiff, JARED HALE, hereby sues Defendants, WILLIAM HUSFELT, in his official and individual capacities, and alleges:

NATURE OF THE ACTION

1. This is an action for damages and injunctive relief in excess of Seventy Five Thousand Dollars (\$75,000.00).

2. Plaintiff's claims are brought under 42 U.S.C. §1983, which authorizes actions to redress the deprivation, under color of state law, of rights, privileges, and immunities secured to Plaintiff by the Constitution and laws of the United States, under 42 U.S.C. §1988, which authorizes the award of costs and attorney's fees to prevailing plaintiffs in actions brought under 42 U.S.C. §1983, and under the Florida common law.

3. Jurisdiction of this court is invoked pursuant 28 U.S.C. §1331 (federal question jurisdiction), 28 U.S.C. §1343 (civil rights claim jurisdiction), and 28 U.S.C. §1367 (supplemental jurisdiction).

THE PARTIES

4. At all times pertinent hereto, Plaintiff, JARED HALE, has been a resident of Florida and was employed by Bay County School Board, and has resided within the jurisdiction of this court. He is *sui juris*.

5. Defendant, WILLIAM HUSFELT, is sued in his official capacity as the Superintendent of Schools for Bay County. He is also sued in his supervisory and individual capacities. He has, at all times pertinent hereto, been the superintendent of Bay County Schools. Defendant HUSFELT has engaged in tortious acts and/or civil rights violations within the jurisdictional boundaries of this court, and is *sui juris*.

6. All conditions precedent, if any, to bringing this action have been satisfied.

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GENERAL FACTS

7. Plaintiff began his employment with Defendant North Bay Haven Charter Academy in or around December 2010 and held the position of history teacher and head football coach until his wrongful termination after the 2014-2015 academic years.

8. Plaintiff is currently a physical education teacher at Palm Bay Prep Academy in Panama City, Florida.

9. Plaintiff's father, James Hale, also formerly served as Head Football Coach of Arnold High School and his mother Julie Hale served as Athletic Director (AD) at Arnold High School. The Hales previously filed and settled a lawsuit against Defendants and others. The basis for their lawsuit was that during their employment with Defendant Bay District Schools, they engaged, in part, in First Amendment activity through supporting a candidate other than Husfelt for Superintendent of Schools and they reported matters of public concern within the Bay County Schools prior to their terminations.

10. On January 9, 2015, Meredith Higgins, Principal at North Bay Haven Charter Academy called Plaintiff into her office, informed him that she had to let him go because they were headed in a different direction and immediately terminated him as head football coach.

11. Although Plaintiff had not been given a reason for the termination other than “going in a different direction,” Higgins told Plaintiff that he should tell everyone and the media that since he had just gotten married and had a newborn, he needed more family time at home. However, Plaintiff refused to lie about the termination.

12. On Monday January 12, 2015, Scott Rossman, Sports Director at WJHG-TV, contacted Plaintiff to inquire as to what happened at North Bay Haven. Plaintiff told Rossman that they let him go as head football coach and that they decided to go in another direction.

13. Upon information and belief, Higgins stated to at least one person, “Husfelt forced me to do this.”

14. On January 13, 2015, a TV story appeared entitled, “Jared Hale Out as North Bay Haven Head Football Coach,” which included false statements from Higgins.

15. Specifically, the story by Rossman stated, “North Bay Haven principal Meredith Higgins told me Tuesday afternoon she and Coach Hale came to what she calls a ‘mutual decision’ on this change. Higgins says that she wants to go in a different direction and Coach Hale, who will remain with the school as a

teacher and the boy's weightlifting coach, wants to be able to spend more time with his family."

16. Subsequently, Plaintiff learned additional information to show that Husfelt interfered with Plaintiff's position at North Bay Haven and with Plaintiff's ability to obtain additional coaching jobs.

17. By way of example, during the 2014-2015 academic year, Plaintiff was offered a position teaching history and coaching football at Bay High School.

Shortly after the offer, Plaintiff learned that he was not hired as the history teacher.

18. When Plaintiff inquired of Coach Jimmy Longerbeam at Bay High School if Defendant Husfelt had anything to do with his inability to obtain the job, Longerbeam stated, "Yes, I had a long conversation with Husfelt. I did everything I could to hire you."

19. Principal Billy May then told Longerbeam, who candidly told Plaintiff, that Defendant Husfelt "has really got it out for that Hale family."

20. Plaintiff learned from Longerbeam and others that he was not hired as the history teacher solely because of his last name being "Hale" and because of his association with his parents James and Julie Hale who previously filed and settled

a lawsuit involving, in part, First Amendment claims against Defendants Husfelt and others.

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21. Moreover, Defendant Husfelt did not hire Plaintiff as a history teacher because of his parents' decision to politically support Defendant Husfelt's opponent and/or because they otherwise engaged in First Amendment activity.

22. Specifically, and without limitation, after Plaintiff's parents had objected to repeated investigations of them by the Florida High School Athletic Association (FHSAA), put in writing that one or more investigations had been improperly commissioned about them and had supported Husfelt's opponent in a race for Superintendent, Defendant Husfelt, in both his individual and official capacities, began to wrongfully target James and Julie Hale.

23. Thereafter, Defendant Husfelt terminated Julie Hale from her position as AD for Arnold High School and terminated James Hale in his position as head football coach at Arnold High School. Importantly, Arnold's Assistant Principal Gordy Pomeratz told Longerbeam that Defendant Husfelt waited until after the 2012 election to fire James Hale as to not upset the "beach community".

24. In 2014, when Longerbeam learned that Defendant Husfelt would not allow Plaintiff to be hired as a history teacher, he decided to schedule a meeting to

discuss the matter. During the meeting, which lasted over an hour, Longerbeam told Defendant Husfelt that Plaintiff was a good kid and he wanted Plaintiff to be hired.

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25. Defendant Husfelt stated, “We’ve got some other stuff going on right now . . . I’m not going to hire him as a teacher.” At this point, Defendant Husfelt made it clear to Longerbeam that he would not support Longerbeam’s desire for Plaintiff to be hired as a teacher.

26. Longerbeam was able to hire Plaintiff, however, as an assistant football coach, but the moment Defendant Husfelt asked if James Hale was assisting with coaching, Plaintiff was fired as a football coach at the end of the 2014 season.

27. Defendant Husfelt’s decision was based on Plaintiff’s association with his parents who publicly supported a candidate other than Defendant Husfelt for Superintendent and otherwise engaged in First Amendment protected activity.

28. Plaintiff has retained the undersigned to represent his interests in this cause and is obligated to pay a fee for these services. Defendants should be made to pay said fee, as well as costs incurred in connection with this action, under applicable law.

COUNT I-TORTIOUS INTERFERENCE

(Brought against Defendant HUSFELT in his individual capacity)

29. Paragraphs 1-28 are re-alleged and incorporated.

30. This count sets forth a claim on behalf of Plaintiff against Defendant HUSFELT for tortious interference with one or more advantageous business

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relationships, specifically, and without limitation, Plaintiff's relationship and employment and/or prospective employment with North Bay Haven and Bay District School. This count is pled in the alternative. For purposes of this count alone, Defendant HUSFELT acted outside the course and scope of his business relationship with Defendant the Bay School District and was not a party to the relationship and/or prospective relationship that Plaintiff had with North Bay Haven and Bay District Schools.

31. This Plaintiff had, at all times pertinent hereto, business relationships with customers and one or more business relationships or prospective business relationships with existing and/or new employers.

32. Defendant HUSFELT knew of this Plaintiff's current and/or prospective business relationships and intentionally and unjustifiably interfered with these relationships, negatively impacting and/or causing severance or a breach

thereof. This Defendant acted with an ulterior purpose and without the honest belief that his actions would benefit his employer.

33. This Defendant's actions described in part above have detrimentally affected this Plaintiff and his business and employment relationships.

34. The actions by this Defendant were malicious and were intended to harm this Plaintiff in his business relationships. This Defendant's actions did, in

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fact, harm this Plaintiff's relationships with third parties. This Defendant was not a party to the business relationships that have suffered and/or been destroyed by his actions.

35. As a direct and proximate result of the actions and inactions of this Defendant described in part above, this Plaintiff has incurred damages, including without limitation: this Plaintiff's reputation has been substantially damaged and he has been embarrassed; this Plaintiff has incurred significant emotional distress and mental pain and suffering, which is likely to continue and increase in the future; this Plaintiff has expended and will expend hundreds of hours attempting to restore his good reputation by explaining the accusations and rumors about him to individuals who are concerned about these charges; this Plaintiff has lost opportunities, income, benefits, and prestige; this Plaintiff has lost business

opportunities of various kinds; this Plaintiff has lost the capacity for the enjoyment of life; this Plaintiff has lost his good standing in the community. This Plaintiff has suffered these damages in the past suffering them at present, and will likely continue to suffer them into the future.

COUNT II-TORTIOUS INTERFERENCE

(Brought against Defendant HUSFELT in his official capacity)

36. Paragraphs 1-28 are re-alleged and incorporated.

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37. This count sets forth a claim on behalf of Plaintiff against Defendant HUSFELT for tortious interference with one or more advantageous business relationships, specifically, and without limitation, Plaintiff's relationship and employment with North Bay Haven. This count is pled in the alternative. For purposes of this count alone, Defendant HUSFELT acted inside the course and scope of his business relationship with Defendant the Bay School District and was not a party to the relationship that Plaintiff had with North Bay Haven.

38. This Plaintiff had, at all times pertinent hereto, business relationships with customers and one or more business relationships or prospective business relationships with employers.

39. Defendant HUSFELT knew of this Plaintiff's current and/or prospective business relationships and intentionally and unjustifiably interfered with these relationships, negatively impacting and/or causing severance or a breach thereof. This Defendant acted with an ulterior purpose and without the honest belief that his actions would benefit his employer.

40. This Defendant's actions described in part above have detrimentally affected this Plaintiff and his business and employment relationships.

41. The actions by this Defendant were malicious and were intended to harm this Plaintiff in his business relationships. This Defendant's actions did, in

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fact, harm this Plaintiff's relationships with third parties. This Defendant was not a party to the business relationships that have suffered and/or been destroyed by his actions.

42. As a direct and proximate result of the actions and inactions of this Defendant described in part above, this Plaintiff has incurred damages, including without limitation: this Plaintiff's reputation has been substantially damaged and he has been embarrassed; this Plaintiff has incurred significant emotional distress and mental pain and suffering, which is likely to continue and increase in the future; this Plaintiff has expended and will expend hundreds of hours attempting to

restore his good reputation by explaining the accusations and rumors about him to individuals who are concerned about these charges; this Plaintiff has lost opportunities, income, benefits, and prestige; this Plaintiff has lost business opportunities of various kinds; this Plaintiff has lost the capacity for the enjoyment of life; this Plaintiff has lost his good standing in the community. This Plaintiff has suffered these damages in the past suffering them at present, and will likely continue to suffer them into the future.

COUNT III-FIRST AMENDMENT RETALIATION FOR PROTECTED ASSOCIATION

(Brought against Defendant HUSFELT in his individual capacity)

43. Paragraphs 1-28 are re-alleged and incorporated.

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44. This count sets forth claims on behalf of Plaintiff against Defendant HUSFELT in his individual capacity for the violation of his First Amendment right to association, applicable through the Fourteenth Amendment, and brought pursuant to 42 U.S.C. §1983. This Defendant is a person under the laws applicable to this count.

45. As set forth in part above, Plaintiff maintained a close personal association with his parents James and Julie Hale, which association is protected by the First Amendment to the United States Constitution.

46. Defendant's retaliation for such association included retaliatory mistreatment of Plaintiff in his position of employment both with Bay District Schools and North Bay Haven, which mistreatment included was but not limited to his termination and the failure to hire him.

47. At all times pertinent hereto, Defendant, as the final policymaker in all actions complained of herein, was acting under color of law, making him liable under §1983.

48. Additionally, or alternatively, Defendant recommended actions by others qualifying as actions under color of state law, making him liable under §1983 in a manner described as "recommender liability."

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49. Plaintiff was entitled to First Amendment protection of his right to be free from retaliation for his association with his parents.

50. Plaintiff was the victim of retaliation for associating and for his relationship with his parents, including for his discharge and the failure to hire him, as set forth in part above. Defendant infringed upon Plaintiff's constitutionally protected interest in being free from retaliation for associating with his parents, and was retaliated against as expressed in part above.

51. Defendant's conduct, as described in part above, in retaliating against Plaintiff, was the type of retaliatory conduct that would deter a person of ordinary sensibilities in a position like Plaintiff's from exercising his or her First Amendment right of association.

52. The actions by Defendant were taken in violation of Plaintiff's clearly established right under the First Amendment to the United States Constitution to be free from retaliation motivated by the exercise of his First Amendment right of association.

53. The actions and inactions of Defendant were taken under color of law, and Defendant acted with the intent to harm Plaintiff.

54. As a direct and proximate result of the actions taken against him by Defendant, Plaintiff has suffered lost wages, benefits and other tangible damages.

He has also sustained emotional pain and suffering damages, loss of the capacity for the enjoyment of life and other intangible damages. These losses have occurred in the past, are occurring at present, and are likely to continue into the future.

Plaintiff is entitled to injunctive and equitable relief, including reinstatement/hiring, under this count. This Plaintiff is also entitled to punitive damages against Defendant under this count.

**COUNT IV-FIRST AMENDMENT RETALIATION FOR PROTECTED
ASSOCIATION**

**(Brought against Defendant Husfelt in his official capacity as Superintendent
of Bay County Schools)**

55. Paragraphs 1-28 are incorporated herein by reference. This count is
pled in the alternative.

56. Defendant Husfelt operated to violate Plaintiff's rights under the First
Amendment, brought through 42 U.S.C. §1983. These violations were of the type
and character as to which any reasonable person would be aware.

57. This count sets forth claims against Defendant for the violation of
Plaintiff's First Amendment right to association, applicable through the Fourteenth
Amendment, and brought pursuant to 42 U.S.C. §1983. Defendant is a person
under the laws applicable to this count.

58. As set forth in part above, Plaintiff maintained a close personal
association with his parents, James and Julie Hale, which association is protected
by the First Amendment to the United States Constitution.

59. Defendant's retaliation for such association included retaliatory
mistreatment of Plaintiff in his position of employment with both Bay District

Schools and North Bay Haven, which mistreatment of Plaintiff included was but not limited to his termination and the refusal to hire him.

60. Defendant Husfelt, as the final policymaker for Bay District Schools, retaliated against Plaintiff for his First Amendment activity as alleged herein by taking adverse actions against him.

61. Defendant deprived Plaintiff of his right to intimate association as guaranteed by the First Amendment to the Constitution of the United States.

62. Defendant is a person under the laws applicable to this action. Defendants are liable, both jointly and severally with each other for their conduct, individually and in concert, to violate the civil rights of Plaintiff under the First Amendment to the United States Constitution.

63. Defendant Husfelt, in his official capacity, was the final policy maker for the Bay District Schools and he misused his power, possessed by virtue of state law and made possible only because he was clothed with the authority of state law.

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The violation of Plaintiff's rights, as described above, occurred under color of state law and is actionable under 42 U.S.C. §1983.

64. The foregoing actions of Defendant Husfelt were willful, wanton and in reckless disregard of Plaintiff's rights.

65. Defendant Husfelt, in his official capacity, personally participated in the decision to terminate, in taking actions to have Plaintiff terminated and/or in refusing to hire Plaintiff in violation of his First Amendment right to associate. He is thus liable in his supervisory capacity and/or as the final decision-maker in the actions taken against Plaintiff that are complained of herein.

66. Defendant Husfelt is an official with final policy-making authority.

67. Defendant, caused the constitutional violations alleged herein.

68. Finally, Defendant Husfelt, not only participated in the adverse action taken against Plaintiff, but he ratified the actions of his employees, including himself, who terminated and failed to hire Plaintiff for the exercise of his First Amendment rights.

69. As a direct and proximate result of the Defendants' actions set forth herein, Plaintiff has been injured and has suffered emotional distress, mental pain and suffering, past and future pecuniary losses, inconvenience, mental anguish, loss of enjoyment of life and other non-pecuniary losses, along with other tangible

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and intangible damages. These damages have occurred in the past, and are permanent and continuing.

70. Plaintiff is entitled to reinstatement and other equitable actions attendant therewith including without limitation attorney's fees and costs under 42 U.S.C. §1988.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

- (a) that process issue and this court take jurisdiction over this cause;
- (b) that this court grant equitable relief against Defendants under the applicable counts set forth above, mandating Defendants' obedience to the laws enumerated herein and providing other equitable relief to Plaintiff, including reinstatement;
- (c) that this court enter judgment against Defendants and for Plaintiff awarding damages to Plaintiff from Defendants for Defendants' violations of law enumerated herein;
- (d) that this court enter judgment against Defendants and for Plaintiff permanently enjoining Defendants from future violations of law enumerated herein;

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- (e) that this court enter judgment against Defendants and for Plaintiff awarding costs and attorney's fees as allowed by law;

(f) that this court award Plaintiff interest and punitive damages as allowed by law; and

(g) that this court grant such other and further relief as is just and proper under the circumstances including reinstatement.

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury on all issues herein that are so triable.

DATED this 17th day of October 2017.

Respectfully submitted,

/s/ Marie A. Mattox

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