

FILED

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE  
AT NASHVILLE

SEP 19 10 37

RICHARD R. ROOKER, CLERK.

SHERMAN SWINDALL, SONJI )  
COLLINS, and MARCUS KINNON ) EV)

Plaintiffs,

Case No. \_\_\_\_\_ D.C.

v.

JURY DEMANDED

DR. SAM BRADEN, III, in his individual )  
capacity, and THE METROPOLITAN )  
GOVERNMENT OF NASHVILLE AND )  
DAVIDSON COUNTY )  
Defendants. )

**COMPLAINT**

Comes now, the Plaintiffs, by and through counsel, and for their cause of action against the Defendants states and alleges as follows:

**PARTIES**

1. Plaintiff Sherman Swindall is a former employee and football coach at John F. Kennedy Middle School, (hereafter "JFK Middle"), a school within the Metropolitan Nashville Public School system. He is a citizen and resident of Davidson County, Tennessee.
2. Plaintiff Sonji Collins is a teacher at JFK Middle. She is a citizen and resident of Davidson County, Tennessee.
3. Plaintiff Marcus Kinnon is a literacy teacher development specialist at JFK Middle. He is a citizen and resident of Davidson County, Tennessee.
4. The Defendant Sam Braden, III is the Principal at John F. Kennedy Middle School. Upon information and belief, he is a citizen and resident of Davidson County, Tennessee.
5. The Defendant Metropolitan Government of Nashville and Davidson County ("Metro") is a local governmental subdivision of the State of Tennessee, as set forth in T.C.A. § 29-20-

102(3), and is the proper party to be sued for matters pertaining to the Metro Nashville Public School system (“MNPS”). Metro is a “person” within the meaning of T.C.A. § 29-14-101 and is an “employer,” as defined by T.C.A. § 4-21-102(4) and is therefore subject to the provisions of the Tennessee Human Rights Act.

### JURISDICTION AND VENUE

6. Plaintiffs invoke this Court’s jurisdiction pursuant to T.C.A. § 4-21-311, seeking redress and protection for deprivation of rights granted by the Tennessee Human Rights Act.
7. This Court has subject matter jurisdiction pursuant to T.C.A. § 16-10-101 and § 16-11-102 because the tortious acts and omissions occurred within the State of Tennessee. Venue is proper pursuant to T.C.A. § 20-4-104 because the acts and omissions complained of herein arose in Davidson County, Tennessee, and the Defendant governmental entity is organized and exists in Davidson County.

### ALLEGATIONS OF FACT

#### **A. Plaintiff Sherman Swindall**

8. In the summer of 2017, Plaintiff Sherman Swindall was working for Aaron’s furniture, delivering rental furniture and electronic equipment to customer’s houses. He met Defendant Sam Braden, III, while delivering a television to Braden’s house.
9. Mr. Swindall had previously played football for Mississippi State. He and Dr. Braden discussed the matter and Braden offered him the job of head football coach for JFK Middle during the delivery of the television. Plaintiff Swindall accepted the coaching position, and subsequently accepted a position as a secretary and school supervisor. Plaintiff Swindall’s office was located next to Dr. Braden’s.

10. Dr. Braden had the authority to directly hire Plaintiff Swindall. Mr. Swindall was offered, and accepted, a starting salary of \$42,100 per year.
11. As soon as the school year started, Dr. Braden began making inappropriate comments and demanding sexual favors from Mr. Swindall.
12. In August of 2017, during the first week of school, Braden called Plaintiff Swindall into his office and stated, "You haven't thanked me yet." Mr. Swindall responded, "Yes I have, several times." Defendant Braden then leaned back in his chair and lasciviously scanned Plaintiff visually from his head to his genital area while licking and biting his lips in an overt sexual manner. Mr. Swindall was shocked and declined Braden's sexual advances, informing Dr. Braden that he was not gay and that he was happily married. Dr. Braden informed Plaintiff Swindall that Braden and his wife were "swingers," and that Mr. Swindall and his wife should have sex with them, which Swindall refused.
13. Plaintiff Swindall discussed the incident with several other employees, who informed Swindall that Braden had made several inappropriate sexual advances against other employees over prior years, but that nothing would ever happen when the conduct was reported to the Defendant Metro.
14. Defendant Braden inquired about Plaintiff Swindall's sexual preferences from Plaintiff Marcus Kinnon, who informed Braden that Swindall was a married man. In response, Braden said, in words or substance, "Yeah, well, I'm going to get him anyway."
15. Immediately after declining Braden's sexual advance, Plaintiff Swindall's salary was significantly reduced in breach of their employment agreement, which breach was in retaliation for refusing to engage in Braden's *quid pro quo* request for sexual favors.

Instead of making approximately \$20.25 per hour as promised and agreed, Mr. Swindall was paid approximately \$11.00 per hour.

16. On or about December 11, 2017, Braden again called Plaintiff into his office and stated, “You haven’t thanked me yet.” While biting his lower lip and looking at Plaintiff’s groin, Braden ordered the Plaintiff to come over across his desk and to let Plaintiff “taste it,” which was Braden’s request to allow Plaintiff to receive oral sex from Braden. Plaintiff again declined Braden’s advance.
17. The Defendant Braden subsequently informed Plaintiff Swindall, “I’ve been with this district for 30 years and I can make it hard for you to get another job with MNPS.” Braden informed Plaintiff that he would fill Plaintiff’s personnel file with documentation that would make it impossible for Plaintiff to get hired within Metro again.
18. The Defendant Braden then carried out his threat. Plaintiff Swindall had requested advanced permission to leave school early to attend a wedding. When the day of the wedding arrived, however, Braden refused to allow him to leave and made him take the day as an unapproved absence. Braden then used this instance to falsely inform others that Plaintiff was habitually late for work or that he had been routinely absent from his post.
19. Dr. Braden’s sexual advances toward Plaintiff Swindall did not stop. Each time Swindall turned down one of Braden’s advances, Braden would retaliate against him by making false accusations and spreading false rumors about Plaintiff. For example, Braden falsely accused Plaintiff of stating to a female student, “if you were only my age...” suggesting a prospective romantic interest. In retaliation for declining Braden’s sexual advances, Braden had this false accusation placed into Plaintiff Swindall’s personnel file in order to

make it difficult for him to be hired at any other school in MNPS and in order to build a paper trail to procure his termination.

20. Because of Defendant Braden's constant sexual advances and retaliatory conduct, he created an objectively hostile work environment and Plaintiff Swindall began dreading going to work.
21. Plaintiff Swindall reported Braden's harassment to the assistant principal, Howard Jones, Dr. Kelly Latham, the Bookkeeper and Administrator of Records, Kimberly Crowder, and School Resource Officer Williams.
22. Plaintiff Swindall's complaint of Braden's misconduct was forwarded to Metro HR.
23. The day after Plaintiff Swindall was interviewed by Metro HR, Dr. Braden had the Plaintiff escorted out of JFK Middle by the School Resource Officer, in full view of all students, teachers, and employees, in retaliation for Swindall's complaint of harassment.
24. Howard Jones, the Assistant Principal, told Plaintiff Swindall, "I'm only doing this because they made me do it. Make sure that you tell that to Metro HR."
25. The investigation into Plaintiff Swindall's report of sexual harassment was a sham. No finding was made against Dr. Braden despite consistent allegations from numerous employees and overwhelming evidence that Braden had created an objectively hostile work environment at JFK Middle and had retaliated against numerous employees.
26. Metro did not seriously address Plaintiff Swindall's complaint of sexual harassment, and he was required to return to work in the constant presence of his harasser, Dr. Braden. Because an objectively hostile work environment had been created, Swindall called in sick until the semester was over.

27. Plaintiff Swindall was notified that there would be no finding against Dr. Braden and that he was to return to work. He notified Metro that he was uncomfortable working with Braden. Given no option but to work in close proximity to his harasser and to face work conditions that were intolerable, Plaintiff Swindall was constructively discharged from his employment and forced to submit his resignation in January of 2018.
28. Following Swindall's constructive discharge, Dr. Braden approached the bookkeeper, Kimberly Crowder, and the Front Desk Clerk, Ms. Petway, and requested that they provide him with a false statement that Swindall was habitually late to work. The two women refused to lie for Braden. Over the next two months, Braden repeatedly informed them that he was going to "write somebody out of the budget" unless they provided him a written statement regarding Plaintiff Swindall.
29. Defendant Braden was unable to write Kimberly Crowder out of the budget because he lacked the authority to do so. Braden, however, was able to terminate Ms. Petway by writing her out of the budget, in retaliation for her refusal to submit a false statement regarding Plaintiff Swindall.
30. Plaintiff Swindall was offered a job at Oliver Middle School, which he accepted. The Defendant Braden learned of Swindall's prospective employment and ultimately prevented it, in furtherance of his retaliation against Swindall.

**B. PLAINTIFF SONJI COLLINS**

31. Sonji Collins has been a teacher at JFK Middle for many years. After his arrival at JFK Middle, the Defendant Braden began making sexual advances towards Plaintiff Collins.

32. On or about May 18, 2017, Dr. Braden's demands escalated in intensity and frequency and took on a more threatening, physical element. He stated to Plaintiff Collins, "Don't make me grab you in front of all these people."
33. On or about May 23, 2017, during a Field Day for the 8<sup>th</sup> Graders, Braden accosted Plaintiff Collins again. While staring at her, Braden began approaching Collins very closely while saying, "Are you ignoring me? Don't make me grab you out here and kiss you." In response, Plaintiff Collins made it clear to Braden that his sexual advances were not welcome.
34. In retaliation for rebuffing Braden's sexual advances, Braden began spreading false rumors about Plaintiff Collins to other teachers. Braden stated that Plaintiff Collins was "mad because she's in love with me," and that Collins "wants my body" and that he and Collins had engaged in touching and kissing, all of which was false.
35. Defendant Braden closely followed Plaintiff Collins around the school in an effort to intimidate and bully her.
36. During a teacher in-service, on or about August 4, 2017, Defendant Braden approached Plaintiff Collins from behind while she was seated and grabbed her tightly in a "bear hug" in front of other employees. He then refused to release her. Braden's grasp was so forceful, he nearly pulled Ms. Collins out of her chair.
37. Dr. Braden retaliated against Plaintiff Collins constantly, impugning her professional reputation with false statements. On numerous occasions, Braden told Collins, "I wish you would just leave."
38. Because Plaintiff Collins was trying to avoid Defendant Braden, he submitted a false reprimand against her for having a "bad attitude." Although no crime had been committed

and none was suspected, Braden called a uniformed police officer into the meeting in order to intimidate Collins and bully her while serving her with this baseless reprimand.

39. Defendant Braden showed Plaintiff Marcus Kinnon the reprimands that he was submitting against other employees, including the reprimand of Plaintiff Sonji Collins.
40. Defendant Braden made it clear to Plaintiff Kinnon and other employees that they were not to talk to Plaintiff Collins in order to alienate her at her workplace. He told Plaintiff Kinnon, "I'm going to get her ass. She's f\*\*\*ing with the wrong person." He bragged about calling the police on her. He stated that he wrote Collins up for "having a bad attitude," which was a pretext for retaliation. In fact, the real reason for the false reprimand was because Ms. Collins had been avoiding Braden.
41. Defendant Braden frequently bragged about his penis size being "nine or ten inches." He told employees, including Plaintiff Collins about his "snake," and that they "couldn't handle it." On other occasions, Braden referred to himself as "Big Daddy" and informed people that they "couldn't handle 'Big Daddy'" and that he was "nine to ten inches."
42. On or about March 29, 2018, Defendant Braden informed employees, including Plaintiff Collins, that he had "put his wife's back out" from sexual intercourse.
43. Defendant Braden found out that Plaintiff Collins' boyfriend had tragically committed suicide almost two decades ago. To retaliate against Collins, he began making outrageous statements and spread false rumors that Collins had murdered her boyfriend.
44. On May 15, 2018, Plaintiff Collins filed charges against Braden with the MNPS Board of Education. In furtherance of the Defendant Metro's scheme to protect and shield Braden from sexual harassment complaints and generally to ignore such complaints, Plaintiff Collins' complaint was ignored.



### C. PLAINTIFF MARCUS KINNON

45. Plaintiff Marcus Kinnon is a literacy teacher development specialist at MNPS. For three years, Defendant Braden had attempted to recruit Mr. Kinnon over to JFK Middle from another school, and in August of 2017, Mr. Kinnon transferred to JFK Middle.
46. Shortly after the transfer, Defendant Braden told employees that he had brought Kinnon to JFK Middle because he was “eye candy” and that Kinnon would do whatever Braden wanted him to do, implying conduct of a sexual nature. He made frequent inappropriate comments and told employees that Mr. Kinnon was gay and that he “could touch all ten toes.”
47. The Defendant Braden was sexually interested in Mr. Kinnon and Braden frequently made comments of a sexual nature toward him, including frequent conversations about the size of Braden’s penis, sexual comments about Plaintiff Swindall, and similar, inappropriate topics.
48. After Spring Break in 2018, Plaintiff Kinnon’s partner met him at school, which was authorized according to MNPS policy. Upon learning that Kinnon had a partner, Braden’s attitude toward Kinnon suddenly changed and he became instantly jealous. He informed Kinnon and his partner that Kinnon was not allowed to have visitors. He demanded that Kinnon’s partner leave, and followed the two out of the building, while uttering rude remarks.
49. Subsequent to discovering that Plaintiff Kinnon had a partner, Braden increased scrutiny over Kinnon’s work and began micromanaging him.
50. In furtherance of his retaliation toward Kinnon, he began spreading false rumors that Mr. Kinnon’s partner was a “pedophile.”

51. When Mr. Kinnon took sick leave, he presented Braden with doctor's notes in accordance with MNPS policy. Braden became irate and demanded that Kinnon stop following the policy, which Kinnon refused to do.
52. In April of 2018, Defendant Braden, apparently under the belief that Mr. Kinnon had obeyed his demands and was no longer submitting doctor's notes, called the Central Office and falsely informed them that Plaintiff Kinnon was intentionally not coming to work.
53. Thereafter, Plaintiff Kinnon filed a complaint against Defendant Braden. As it had done with other complaints against Braden, the Defendant Metro conducted a sham investigation which resulted in no finding against Braden.
54. Following Plaintiff Kinnon's complaint, Braden became irate and increased his retaliation against Kinnon. He threatened Mr. Kinnon and demanded that he provide a written statement regarding his complaint. **After providing a written statement, Braden responded in writing** and falsely stated that Kinnon was not truthful in order to tarnish Kinnon's professional reputation. Braden then coerced three of Mr. Kinnon's co-workers to provide statements that could ultimately be taken out of context and used against Mr. Kinnon.
55. Defendant Braden increased his harassment of Plaintiff Kinnon and continued to spread even more false rumors about Mr. Kinnon and his partner to employees in order to alienate Kinnon at work.
56. Because of the hostile work environment created by Defendant Braden, Plaintiff Kinnon and Plaintiff Collins experienced a great deal of mental distress and attempted to transfer out of JFK Middle in 2018. The Defendant Braden found out that both Plaintiff Kinnon and **Plaintiff Collins were inquiring about transferring.** Braden then interfered with the transfers and prevented them from taking place.

57. During the sham “investigations” into Sam Braden’s conduct, the Defendant Metro was made aware of numerous disturbing allegations which it likewise chose to ignore and/or cover up:

- a. Shortly after the School Resource Officer’s father passed away, on or about January 9, 2018, his co-workers took up a collection, contributing over \$350. They purchased an edible arrangement for \$153, with the rest of the collection intended to be a cash gift or for a purchase of a gift card. Dr. Braden insisted that they give Officer Williams a gift card, and he showed employees a gift card purchased from Ruth Chris. Dr. Braden took the collection money, but kept the money and/or gift card for himself. He instead provided Officer Williams with around \$30 of cheaper gift cards that had already been opened and were apparently “re-gifted.”
- b. It was specifically reported that Dr. Braden frequently steals school resources, including snacks for the school and the students, flowers to be used in a classroom fish tank, school holiday decorations, and other items. No investigation into this matter was ever conducted.
- c. Defendant Braden frequently threatened employees, including the Plaintiffs, by stating that he will write them out of his budget, which will cause the termination of their employment. He bragged to numerous employees that he had written employees out of the budget before.
- d. Defendant Braden frequently threatened employees, including the Plaintiffs, by stating that he could keep them from getting a job at any school.
- e. On another occasion, Defendant Braden told the teachers that he had seen a female teacher “scratching her pu\*\*y” in the hallway.

- f. The Defendant Braden had engaged in similar behavior numerous times over the years, of which the Defendant Metro was well aware. One of Defendant Braden's victims was a former custodian from whom Braden had also made numerous sexual advances. Dr. Braden had invited the custodian to his house, purportedly to construct a gazebo in Braden's yard. The custodian's co-workers never saw him again because he never returned to work after visiting Braden's house, during which time Braden had made numerous sexual advances toward the custodian.
- g. In a particularly disturbing and disgusting encounter, Defendant Braden was made aware of a student who had allegedly being molested by her mother's boyfriend. To the utter dismay of employees, upon being presented with these allegations Braden stated, "Who did he rape? Did he rape me?"

***METRO'S INTERFERENCE WITH REPORTS OF SEXUAL HARASSMENT***

58. In order to protect and shield Defendant Braden, individuals within Metro HR acted in league with Braden and failed and refused to follow Metro's policies and procedures for complaints of harassment. Following Plaintiff Swindall's complaint of harassment, an employee with Metro HR prepared and delivered a letter to Braden placing him on administrative leave. Sharon Pertiller, the Executive Officer of Metro HR, became irate and ordered the letter to be retrieved and delivered to her. When Braden returned, Pertiller grabbed the letter from his hand and escorted the Metro HR employee to an office, where she tore the letter into pieces while saying, "You are NOT going to put Dr. Braden on leave!" The Metro HR employee then told Ms. Pertiller that she did not know all the facts and that the situation was serious, again reiterating that Braden needed to be placed on

administrative leave. Sharon Pertiller's interference with the investigation and destruction of the letter was a clear violation of Metro policy.

59. Sharon Pertiller provided Braden with information, including complaints or grievances about him, that was supposed to remain confidential. In an effort to intimidate employees and prevent complaints from being lodged against him, Braden frequently boasted about his access to inside information from Pertiller, as well as from a friend at the MNPS Human Resources department, Dr. Barry Potts.
60. Sharon Pertiller's actions were part of a policy and practice at Metro of selective enforcement of Metro rules and protection of certain individuals, including the Defendant Braden. Ms. Pertiller had previously interfered with a Metro HR investigation involving a sexual harassment complaint against Moreno "Mo" Carrasco, a friend of MNPS Director Dr. Shawn Joseph. **Mr. Carrasco had previously worked with Dr. Joseph in Maryland, and accompanied Joseph to Nashville in 2016.**
61. In the summer of 2017, Mr. Carrasco had been accused of sexual harassment and groping the breasts of an MNPS employee. The allegations were reported to MNPS Board Member Amy Frogge, who then forwarded the harassment allegation to Metro HR. Metro did not conduct an investigation and ignored the complaint, and the harassment of the employee continued until the employee made another complaint in November of 2017.
62. The same Metro HR employee who handled Plaintiff Swindall's complaint had been assigned to handle the complaint against Carrasco. Sharon Pertiller did not inform the Metro HR employee of the harassment that had occurred during the summer of 2017.
63. Per protocol, Mr. Carrasco was placed on administrative leave. Sharon Pertiller came to the Metro HR employee handling the investigation and told him, "If you don't get your

investigation right, Dr. Joseph will fire you.” The HR employee understood Ms. Pertiller to mean that if he did not find that the allegations against Carrasco were unsubstantiated or unfounded, that he would be terminated. His investigation, however, yielded significant evidence that the allegations against Carrasco were true and that Carrasco should be disciplined for sexual harassment.

64. Because the Metro HR employee had learned that Dr. Shawn Joseph, the Director of MNPS, had been made aware of the allegations against Carrasco, he concluded he needed to interview both Dr. Joseph and Amy Frogge about the incidents that occurred during the summer of 2017. Ms. Pertiller refused to allow Dr. Joseph or Amy Frogge to be interviewed, in violation of MNPS policy.

65. Ms. Pertiller withheld the names of the witnesses and complainants, which stalled the investigation and resulted in the need for a second interview of Mr. Carrasco. Ultimately, Pertiller’s stall tactics enabled Carrasco to resign prior to being interviewed about the allegations. Ms. Pertiller even refused to allow the HR employee to interview the complainant herself.

66. Mr. Carrasco was in fact found to have violated Metro policy, and Ms. Pertiller’s promised retaliation ensued. The HR employee was given a baseless written reprimand immediately after the Carrasco investigation. After the attempted Braden investigation, the HR employee was forced to resign in lieu of termination.

67. As an entity, MNPS had a policy and practice of ignoring complaints of sexual harassment, as well as interfering with investigations of harassment. MNPS has engaged in a pattern of practice of protecting Defendant Braden by dismissing complaints against him, despite overwhelming evidence that he has consistently violated the school’s anti-harassment

policies for many years. The conduct of Defendant Braden, having been accepted and tolerated by MNPS, is therefore imputed to the Defendant Metro as an official policy and custom.

### CAUSES OF ACTION

#### **COUNT ONE: UNLAWFUL RETALIATION.**

68. The Tennessee Human Rights Act makes it a discriminatory practice in T.C.A. § 4-21-301 for a person or for two (2) or more persons to retaliate or discriminate in any manner against a person because such person has opposed a practice declared discriminatory by this chapter.
69. Plaintiffs opposed the Defendants' discriminatory behavior by filing complaints and cooperating with Human Resources during official investigations.
70. The Plaintiffs' opposition of the Defendant's discriminatory behavior and their reports of discriminatory behavior constitute activity protected by statute.
71. Defendant Metro and Defendant Braden had knowledge of the Plaintiff's exercise of protected activity.
72. Following their reports of discrimination and/or harassment, the Plaintiffs were retaliated against by Defendant Braden with defamatory and derogatory comments, as well as the other retaliatory conduct alleged herein.
73. The retaliatory conduct resulted in materially adverse changes in the terms and conditions of the Plaintiffs' employment.
74. The Defendant Metro knowingly permitted conditions of discrimination in employment so intolerable that a reasonable person subject to them would resign. A reasonable employer

would have foreseen Plaintiff Swindall's resignation and Plaintiff Collins' and Plaintiff Kinnon's attempts to transfer, given the intolerable conditions of employment.

75. Because of the Defendant's conduct, Plaintiff Swindall resigned from his position, having been constructively discharged from his employment.

76. But for engaging in activity protected by statute, the Plaintiffs would not have been retaliated against and Plaintiff Swindall would not have been constructively discharged from his position.

77. The Defendant Metro is vicariously liable for the acts of Defendant Braden, a management employee.

78. By virtue of the foregoing allegations, Plaintiffs also assert a claim for common law retaliation and for Plaintiff Swindall, retaliatory discharge.

## **COUNT TWO: HOSTILE WORK ENVIRONMENT**

79. As alleged herein, Defendant Braden's frequent sexual comments and inappropriate behavior permeated the work environment at JFK Middle on a daily basis.

80. Defendant Braden began a campaign of harassment and retaliation against all employees who rebuffed his sexual advances and those that were not complacent with his retaliatory scheme and inappropriate and highly sexualized behavior.

81. Plaintiff Sonji Collins is female and is therefore a member of a protected class. Plaintiffs Sherman Swindall and Marcus Kinnon are male and therefore members of a protected class.

82. The Plaintiffs were subjected to unwelcome sexual harassment by Defendant Braden, which harassment occurred because of the employee's gender.



83. The harassment affected a term, condition, or privilege of employment.
84. The harassment was sufficiently severe or pervasive to create an objectively hostile or abusive work environment which a reasonable person would find hostile or abusive.
85. The harassment affected a term, condition, or privilege of the Plaintiffs' employment.
86. The Defendant Metro knew or should have known of the harassment and failed to respond with prompt and appropriate corrective action to eliminate the harassment, and the Defendant Metro is therefore liable for the acts of Defendant Braden.

### **COUNT THREE: QUID PRO QUO SEXUAL HARASSMENT**

87. Plaintiff Sonji Collins is female and is therefore a member of a protected class. Plaintiffs Sherman Swindall and Marcus Kinnon are male and therefore members of a protected class.
88. The Plaintiffs were subjected to either sexual advances or requests for sexual favors.
89. The harassment was based on sex.
90. The Plaintiffs' submission to the harassment was an express or implied condition for receiving job benefits, or refusal to submit to Defendant Braden's demands resulted in tangible job detriment.
91. The Defendant Metro knew or should have known of the harassment and failed to adequately respond and is therefore vicariously liable for the acts of Defendant Braden, a management employee.

### **COUNT FOUR: OUTRAGEOUS CONDUCT**

92. The Defendant Braden's conduct alleged herein was intentional or reckless;

93. The Defendant Braden's conduct was so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency and to be regarded as atrocious and utterly intolerable in a civilized society.
94. The Defendant Braden's conduct resulted in serious mental injury to the Plaintiffs.
95. The distress inflicted by Defendant Braden was sufficiently severe that no reasonable person could be expected to endure it, and the Defendant Braden is therefore liable for intentional infliction of emotional distress.

**COUNT FIVE: TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS  
AND PROSPECTIVE BUSINESS RELATIONSHIPS**

96. The Defendant Braden was aware that the Plaintiffs were seeking a transfer to a different school and Plaintiff Swindall was seeking employment at Oliver Middle School.
97. The Defendant Braden intentionally, by improper motive and improper means, prevented the transfer and/or employment of the Plaintiffs by improper means, including misrepresentation, defamation, unethical conduct, overreaching and through undue influence.
98. The Plaintiffs prospective business relationships with different middle schools were ended when Defendant Braden interfered with the transfer and application process, and the Plaintiffs were unable to transfer and Plaintiff Swindall was not hired at Oliver.
99. As a direct and proximate cause of the actions of Defendant Braden, the Plaintiffs have been damaged and continue to be damaged.

### **COUNT SIX: DEFAMATION**

100. The Defendant Braden published statements, orally and in writing that were of and concerning Plaintiff Collins, knowing that his statements were false, including his accusation that she was a murderer.
101. The Defendant Braden published statements orally that were of and concerning Plaintiff Kinnon, knowing that his statements were false, including the accusation that Kinnon was dating a pedophile.
102. The import of the Defendant Braden's statements was to portray Plaintiff Collins and Plaintiff Kinnon as immoral, guilty of criminal acts, or other misconduct.
103. The Defendant Braden's statements were false at the time they were made.
104. Because the Defendant Braden's false statements were stated orally to third parties, they constitute slander.

### **COUNT SEVEN: DEFAMATION BY IMPLICATION OR INNUENDO**

105. Because the Defendant Braden omitted facts, which, if properly presented would not have created a negative impression of the Plaintiffs, the Defendant Braden is guilty of defamation by implication or innuendo.

### **COUNT EIGHT: FALSE LIGHT**

106. The Defendant Braden's false accusations placed Plaintiff Collins before the public in a false light. The false accusations also place the Plaintiff in a false light within a cognizable and reasonably foreseeable group consisting of fellow teachers and employees at JFK Middle and within the MNPS system.

107. The false light in which the Plaintiff was placed would be highly offensive to a reasonable person. The Defendant Braden had actual knowledge of or acted in reckless disregard to the falsity of the published matter and the false light in which the Plaintiffs would be placed.

108. By virtue of the Defendant Braden's false accusations, Plaintiff Collins has suffered irreparable damage to her professional and personal reputations.

#### **COUNT NINE: BREACH OF EMPLOYMENT AGREEMENT**

109. The Defendant Braden had the authority to directly hire Plaintiff Swindall, and promised Swindall a salary of \$42,100 dollars per year at JFK Middle, which was a material term of the agreement between the parties.

110. Plaintiff Swindall accepted the salary promised by Defendant Braden and commenced working at JFK Middle in furtherance of the agreement.

111. The Defendants breached the agreement by paying Plaintiff Swindall approximately half of the salary he was owed.

112. The Defendants are therefore liable for breaching Plaintiff Swindall's employment agreement.

#### **PUNITIVE DAMAGES**

113. Because the Defendant Braden's actions were intentional, malicious, or at a minimum, reckless, he must answer in both compensatory and punitive damages in an amount to be proven at trial and sufficient to deter others from misconduct of a similar nature.

WHEREFORE, Plaintiffs demand judgment as follows:

- a) For lost wages, back pay, and the value of all employment benefits which Plaintiff Swindall has lost from the date of Defendant's discriminatory and retaliatory acts;
- b) For damages in an amount to be determined at trial for the Defendants' breach of the employment agreement reached with Plaintiff Swindall regarding his salary;
- c) That the Court reinstate Plaintiff Swindall to his former position or in an equivalent job with all employment rights and benefits to which he would have been entitled but for his constructive discharge or, in the alternative, to award Plaintiff Swindall front pay and benefits in lieu of reinstatement;
- d) For an award of compensatory and non-economic damages not to exceed \$750,000 each for Plaintiffs Swindall, Collins, and Kinnon;
- e) For an award of Punitive Damages against the Defendant Braden in the amount of one million dollars for each Plaintiff;
- f) For an award of attorney's fees and costs as provided by law;
- g) For such legal or equitable relief as may be appropriate to effectuate the purpose T.C.A. § 4-21-101 *et seq.*

Plaintiffs demand a jury to try all issues so triable.

Respectfully submitted,

THE BLACKBURN FIRM, PLLC



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IN THE EIGHTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE  
AT NASHVILLE

FILED

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RICHARD R. ROCKNER, CLERK

*Norma* B.C.

SHERMAN SWINDALL, SONJI )  
COLLINS and MARCUS KINNON, )

Plaintiffs, )

v. )

Docket No. 18C2046

DR. SAM BRADEN, III, in his individual )  
capacity, and THE METROPOLITAN )  
GOVERNMENT OF NASHVILLE AND )  
DAVIDSON COUNTY )

Defendants. )

**METROPOLITAN GOVERNMENT OF NASHVILLE AND**  
**DAVIDSON COUNTY, TENNESSEE'S ANSWER**

Defendant, the Metropolitan Government of Nashville and Davidson County, Tennessee  
("Metropolitan Government"), hereby responds to the allegations contained in the Plaintiffs'

Complaint as follows:

1-5. Admitted.

6-7. Jurisdiction and venue are admitted. It is denied that the Metropolitan  
Government engaged in any unlawful practices under the referenced statutes.

8. Defendant is without information sufficient to form a belief as to the truth of the  
allegations in this paragraph.

9. Admitted that Mr. Swindall accepted a position as a coach and a secretary.  
Admitted that his office was in close proximity to Dr. Braden's. Defendant is without  
information sufficient to form a belief as to the truth of the remaining allegations in this  
paragraph.

10. The first sentence is admitted. The second sentence is denied. Mr. Swindall was offered the position of Secretary/Clerk at 11.229 per hour and Athletic MS football coach. The original offer letter for the Coaching position did reference a starting salary at \$42,100.00 in error. However Mr. Swindall was notified by HR of the error in his offer letter and he was advised that the pay for the coaching position would be supplemental, which means the amount earned will be a percentage of his salary. Mr. Sherman replied, yes, I accept the offer. This exchange in email communication was documented.

11. Defendant is without information sufficient to form a belief as to the truth of the allegations in this paragraph, it is therefore denied.

12. These allegations could not be corroborated and are therefore denied.

13. These allegations could not be corroborated and are therefore denied.

14. Admitted that Braden inquired about Swindall's sexual preferences. Denied that the purported conversation and quote are accurate.

15. Denied.

16-17. Defendant is without information sufficient to form a belief as to the truth of the allegations in these paragraphs, they are therefore denied.

18. Denied.

19. It is admitted that Mr. Swindall was written up for inappropriate behavior. Defendant is without information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, which are therefore denied.



20. Defendant is without information sufficient to form a belief as Mr. Swindall's mindset. It is denied that the Metropolitan Government violated any law relating prohibiting hostile work environments.

21. Admitted.

22. Denied that any complaint was forwarded to Metro HR. A complaint was forwarded to MNPS Employee Relations.

23. Admitted that Mr. Swindall was escorted out of JFK middle school. Denied that the school resource officer was the escort. Defendant is without information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, which are therefore denied.

24. Defendant is without information sufficient to form a belief as to the truth of the allegations in this paragraph, which are therefore denied.

25. The first sentence is denied. The remaining allegations could not be corroborated and are therefore denied.

26. Denied that the allegations were not addressed seriously. Denied that there was an objectively hostile work environment. Admitted Mr. Swindall did not report to work. Employee Relations reiterated no retaliation policy and assured Mr. Swindall to call office immediately if any actions were taken against him that he viewed as retaliatory.

27. Admitted that Ms. Denetra Batey of MNPS Employee Relations informed Mr. Swindall his allegations could not be corroborated. Admitted that he informed her he was uncomfortable working with Mr. Bradon. She therefore, reviewed the retaliation and harassment policies with him and reassured him that should anything untoward occur, he should immediately

call her. She also asked him to reach out to her if he found any other positions he was interested in and for which he was qualified. The last sentence is denied.

28. Denied that Mr. Swindall was constructively discharged. The rest of this sentence is admitted. The second sentence is admitted, but this did not come to light until a subsequent investigation involving a different employee than Mr. Swindall. Defendant is without information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, which are therefore denied.

29. Admitted that Ms. Crowder is still employed. Defendant is without information sufficient to form a belief as to the truth of the remaining allegations in this sentence. Admitted that Ms. Petway was written out of the budget. Defendant is without information sufficient to form a belief as to Mr. Braden's motives, which portion of this paragraph is therefore denied.

30. Admitted that Mr. Swindall applied for a position at Oliver Middle School. Defendant denies the remaining allegations in this paragraph.

31-32. Admitted.

33. These allegations could not be corroborated and are therefore denied.

34. Admitted that Mr. Braden told people Ms. Collins was in love with him and wants his body. The remaining allegations could not be corroborated and are therefore denied.

35. Defendant is without information sufficient to form a belief as to the truth of the allegations in this paragraph, which are therefore denied.

36. Admitted that Mr. Braden grabbed her for an extended period of time. Denied that it was from the back. Admitted that it was from the side. Defendant is without information

sufficient to form a belief as to the truth of the remaining allegations in this paragraph, which are therefore denied.

37. Admitted that on one occasion Mr. Braden told Ms. Collins he wished she would leave. Defendant is without information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, which are therefore denied.

38. Admitted that Ms. Collins was reprimanded for being unprofessional and that a school resource officer attended the meeting as a witness. The remaining allegations in this paragraph are denied.

39-40. Defendant is without information sufficient to form a belief as to the truth of the allegations in this paragraph, which are therefore denied.

41. The first and third sentences are admitted. Defendant is without information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, which are therefore denied.

42. Denied.

43. Admitted.

44. Denied. On May 14, 2018 Ms. Collins filed charges with MNPS Employee Relations. The remaining allegations are denied.

45. The first sentence is admitted. Admitted that Mr. Kinnon worked at JFK middle school. Defendant is without information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, which are therefore denied.

46. Defendant is without information sufficient to form a belief as to the truth of the allegations in this paragraph, which are therefore denied.

47. Defendant is without information sufficient to form a belief as to whether Mr. Braden was interested in Mr. Kinnon sexually, therefore it is denied. Admitted Mr. Kinnon alleged that Dr. Braden made statements to him about somebody else in which he referenced his penis size.

48. The first sentence is admitted. Defendant is without information sufficient to form a belief as to the truth of allegations the second sentence, which are therefore denied. The remaining allegations could not be corroborated and are therefore denied.

49-51 Defendant is without information sufficient to form a belief as to the truth of the allegations in this paragraph, which are therefore denied.

52-53. Denied.

54. Admitted that written statements exist. Defendant is without information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, which are therefore denied.

55. Defendant is without information sufficient to form a belief as to the truth of the allegations in this paragraph, which are therefore denied.

56. Admitted Ms. Collins applied for positions. Defendant is without information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, which are therefore denied.

57. Denied the investigations were a sham or a cover-up.

a. Defendant is without information sufficient to form a belief as to the truth of the allegations in this paragraph, which are therefore denied.

b. Admitted that the focus of the investigations were on serious allegations regarding sexual harassment etc... rather than petty allegations.

c. These allegations could not be corroborated and are therefore denied.

d. These allegations could not be corroborated and are therefore denied.

e. Admitted.

f. Defendant is without information sufficient to form a belief as to the truth of the allegations in this paragraph, which are therefore denied.

g. These allegations could not be corroborated and are therefore denied.

58. The first sentence is denied. Admitted that Scott Lindsey of MNPS Employee Relations prepared and delivered a letter placing Mr. Braden on administrative leave. The letter was not in the format Ms. Pertiller instructed Mr. Lindsey to use. Therefore it is admitted that she ordered the letter retrieved and delivered to her whereupon it was destroyed. The remaining allegations in this paragraph are denied.

59. The first sentence is denied. Defendant is without information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, which are therefore denied.

60. Mr. Carrasco had previously worked with Dr. Joseph while they were in Maryland, and Mr. Carrasco was hired by Dr. Joseph in Nashville in 2016. The remaining allegations are denied.

61-64. Denied

65. Denied. The names of the complainant and witness were not provided to Mr. Carrasco prior to an interview with MNPS HR in an effort to protect the anonymity of the complainant and witnesses, some of whom were in fear. Mr. Scott Lindsey was allowed to and conducted this interview with Mr. Carrasco. Prior to Mr. Carrasco's resignation, both Mr. Carrasco and his attorney were advised that they would be provided with the complainant and witness statements.

66. Admitted that Mr. Carrasco was found to have violated MNPS policy. The remaining allegations are denied.

67. Denied.

68. Admitted.

69-91. These are legal conclusions to which no response is required. Nevertheless, they are denied.

92-108. These allegations are not directed at the Metropolitan Government. Therefore no response is required.

109-112. Denied. Mr. Swindall was offered the position of Secretary/Clerk at 11.229 per hour and Athletic MS football coach. The original offer letter for the Coaching position did reference a starting salary at \$42,100.00 in error. However Mr. Swindall was notified by HR of the error in his offer letter and he was advised that the pay for the coaching position would be supplemental, which means the amount earned will be a percentage of his

salary. Mr. Sherman replied, yes, I accept the offer. This exchange in email communication was documented.

113. These allegations are not directed at the Metropolitan Government. Therefore no response is required.

Prayer for Relief.

It is denied that Plaintiff is entitled to any of the relief that he seeks.

General and Affirmative Defenses

1. Plaintiffs' Amended Complaint fails to state a claim upon which relief can be granted.

2. Each employment action taken by the Metropolitan Government was based upon legitimate, non-discriminatory and non-retaliatory reasons.

3. Plaintiffs cannot present evidence to the Court that there was intent to discriminate or retaliate against them by the Metropolitan Government.

5. The Metropolitan Government's actions and those of its employees were, under all of the circumstances, objectively reasonable and necessary.

6. Plaintiffs are not entitled to front and/or back pay, compensatory damages, pre-judgment or post-judgment interest, or attorney's fees.

7. Plaintiffs' claims are barred by the applicable statute of limitations.

WHEREFORE having fully answered the Complaint, the Metropolitan Government prays:

1. That this cause be dismissed;
2. That all costs and other reasonable fees, including attorney's fees under applicable statutes, be charged to and borne by the Plaintiff;
3. That a jury be impaneled to adjudicate all claims that are so triable, and that the Court adjudicate any claim that is not triable by a jury; and
4. For such other relief to which the Metropolitan Government may be entitled or as the Court deems appropriate.

Respectfully submitted,

**THE DEPARTMENT OF LAW OF THE  
METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**  
JON COOPER (# 23571), DIRECTOR OF LAW



---

JEFF CAMPBELL (#22455)  
R. ALEX DICKERSON (#27184)  
ASSISTANT METROPOLITAN ATTORNEYS  
P.O. Box 196300  
Nashville, Tennessee 37219  
(615) 862-6341



**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing has been sent via U.S. Mail, postage prepaid, on this the 7th day of September, 2018 to:

William Gary Blackburn  
Bryant Kroll  
The Blackburn Firm, PLLC  
213 Fifth Avenue North, Suite 300  
Nashville, TN 37219

Sam Braden, III  
600 Wayward Circle  
Antioch, TN 37013



R. Alex Dickerson

Copy

FILED

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2018 SEP 18 PM 12:55

SHERMAN SWINDALL, SONJI )  
 COLLINS and MARCUS KINNON, )  
 Plaintiffs, )  
 vs. )  
 DR. SAM BRADEN, III, in his individual )  
 capacity, and THE METROPOLITAN )  
 GOVERNMENT OF NASHVILLE AND )  
 DAVIDSON COUNTY, )  
 Defendants, )

RICHARD R. ROOPER, CLERK

CASE NO. 18C2046

C. Hall, D.C.

JURY DEMAND

ANSWER OF DEFENDANT, DR. SAM BRADEN, III

Comes now the Defendant, Dr. Sam Braden, III, (hereinafter referred to as "Braden") by and through counsel, and for answer to the Plaintiffs' Complaint filed against him and states and shows as follows on information and belief:

PARTIES

1. Defendant, Braden, admits the allegations contained in paragraph 1 of the Complaint with the exception of whether or not the Plaintiff, Sherman Swindall, is a citizen and resident of Davidson County, Tennessee, Defendant is without sufficient information to either admit or deny and would demand strict proof of the same.
2. Defendant, Braden, admits that Plaintiff, Sonji Collins, is a teacher at JFK Middle, however he is without sufficient information to either admit or deny that Plaintiff, Sonji Collins, is a citizen and resident of Davidson County, Tennessee and would demand strict proof of the same.
3. Defendant, Braden, admits that Plaintiff, Marcus Kinnon, is a literacy teacher development

specialist at JFK Middle, however, he is without sufficient information to either admit or deny that Plaintiff, Marcus Kinnon, is a citizen and resident of Davidson County, Tennessee and would demand strict proof of the same.

4. Defendant, Braden, admits the allegations in paragraph 4 of the Complaint.
5. Defendant, Braden, is without sufficient information to either admit nor deny the allegations contained in paragraph 5 of the Complaint but would demand strict proof of the same.

**JURISDICTION AND VENUE**

6. Defendant, Braden, denies the allegations contained in paragraph 6 of the Complaint and demands strict proof of the same.
7. Defendant, Braden, denies the allegations contained in paragraph 7 of the Complaint and demands strict proof of the same.

**ALLEGATIONS OF FACT**

**A. Plaintiff Sherman Swindall**

8. Defendant, Braden, admits the allegations in paragraph 8 of the Complaint.
9. Defendant, Braden, denies the allegations contained in paragraph 9 of the Complaint and demands strict proof of the same.
10. Defendant, Braden, denies the allegations contained in paragraph 10 of the Complaint and demands strict proof of the same.
11. Defendant, Braden, denies the allegations contained in paragraph 11 of the Complaint and demands strict proof of the same.
12. Defendant, Braden, denies the allegations contained in paragraph 12 of the Complaint and demands strict proof of the same.

13. Defendant, Braden, is without sufficient information to either admit or deny the allegations contained in paragraph 13 of the Complaint and demands strict proof of the same.
14. Defendant, Braden, denies the allegations contained in paragraph 14 of the Complaint and demands strict proof of the same.
15. Defendant, Braden, denies the allegations contained in paragraph 15 of the Complaint and demands strict proof of the same.
16. Defendant, Braden, denies the allegations contained in paragraph 16 of the Complaint and demands strict proof of the same.
17. Defendant, Braden, denies the allegations contained in paragraph 17 of the Complaint and demands strict proof of the same.
18. Defendant, Braden, denies the allegations contained in paragraph 18 of the Complaint and demands strict proof of the same.
19. Defendant, Braden, denies the allegations contained in paragraph 19 of the Complaint and demands strict proof of the same.
20. Defendant, Braden, denies the allegations contained in paragraph 20 of the Complaint and demands strict proof of the same.
21. Defendant, Braden, is without sufficient information to either admit or deny the allegations contained in paragraph 21 of the Complaint and demands strict proof of the same.
22. Defendant, Braden, is without sufficient information to either admit or deny the allegations contained in paragraph 22 of the Complaint and demands strict proof of the same.
23. Defendant, Braden, denies the allegations contained in paragraph 23 of the Complaint and demands strict proof of the same.

24. Defendant, Braden, is without sufficient information to either admit or deny the allegations contained in paragraph 24 of the Complaint and demands strict proof of the same.
25. Defendant, Braden, denies the allegations contained in paragraph 25 of the Complaint that the investigation was a sham, but admits that no finding was made against Dr. Braden because he did nothing wrong. Any other allegations not herein admitted or denied are denied and the Defendant, Braden, demands strict proof of the same.
26. Defendant, Braden, denies the allegations contained in paragraph 26 of the Complaint and demands strict proof of the same.
27. Defendant, Braden, denies the allegations contained in paragraph 27 of the Complaint and demands strict proof of the same.
28. Defendant, Braden, denies the allegations contained in paragraph 28 of the Complaint and demands strict proof of the same.
29. Defendant, Braden, denies the allegations contained in paragraph 29 of the Complaint and demands strict proof of the same.
30. Defendant, Braden, denies the allegations contained in paragraph 30 of the Complaint and demands strict proof of the same.

**B. Plaintiff Sonji Collins**

31. Defendant, Braden, denies the allegations contained in paragraph 31 of the Complaint and demands strict proof of the same.
32. Defendant, Braden, denies the allegations contained in paragraph 32 of the Complaint and demands strict proof of the same.
33. Defendant, Braden, denies the allegations contained in paragraph 33 of the Complaint and

- demands strict proof of the same.
34. Defendant, Braden, denies the allegations contained in paragraph 34 of the Complaint and demands strict proof of the same.
  35. Defendant, Braden, denies the allegations contained in paragraph 35 of the Complaint and demands strict proof of the same.
  36. Defendant, Braden, denies the allegations contained in paragraph 36 of the Complaint and demands strict proof of the same.
  37. Defendant, Braden, denies the allegations contained in paragraph 37 of the Complaint and demands strict proof of the same.
  38. Defendant, Braden, denies the allegations contained in paragraph 38 of the Complaint and demands strict proof of the same.
  39. Defendant, Braden, denies the allegations contained in paragraph 39 of the Complaint and demands strict proof of the same.
  40. Defendant, Braden, denies the allegations contained in paragraph 40 of the Complaint and demands strict proof of the same.
  41. Defendant, Braden, denies the allegations contained in paragraph 41 of the Complaint and demands strict proof of the same.
  42. Defendant, Braden, denies the allegations contained in paragraph 42 of the Complaint and demands strict proof of the same.
  43. Defendant, Braden, denies the allegations contained in paragraph 43 of the Complaint and demands strict proof of the same.
  44. Defendant, Braden, is without sufficient information to either admit or deny the allegations

contained in paragraph 44 of the Complaint and demands strict proof of the same.

**C. PLAINTIFF MARCUS KINNON**

45. Defendant, Braden, denies the allegations contained in paragraph 45 of the Complaint and demands strict proof of the same.

46. Defendant, Braden, denies the allegations contained in paragraph 46 of the Complaint and demands strict proof of the same.

47. Defendant, Braden, denies the allegations contained in paragraph 47 of the Complaint and demands strict proof of the same.

48. Defendant, Braden, denies the allegations contained in paragraph 48 of the Complaint and demands strict proof of the same.

49. Defendant, Braden, denies the allegations contained in paragraph 49 of the Complaint and demands strict proof of the same.

50. Defendant, Braden, denies the allegations contained in paragraph 50 of the Complaint and demands strict proof of the same.

f. Defendant, Braden, denies the allegations contained in paragraph f of the Complaint and demands strict proof of the same.

g. Defendant, Braden, denies the allegations contained in paragraph g of the Complaint and demands strict proof of the same.

***METRO'S INTERFERENCE WITH REPORTS OF SEXUAL HARASSMENT***

58. Defendant, Braden, is without sufficient information to either admit or deny the allegations contained in paragraph 58 of the Complaint and demands strict proof of the same.

59. Defendant, Braden, denies the allegations contained in paragraph 59 of the Complaint and

demands strict proof of the same.

60. Defendant, Braden, denies the allegations contained in paragraph 60 of the Complaint and demands strict proof of the same.

61. Defendant, Braden, denies the allegations contained in paragraph 61 of the Complaint and demands strict proof of the same.

62. Defendant, Braden, is without sufficient information to either admit or deny the allegations contained in paragraph 62 of the Complaint and demands strict proof of the same.

63. Defendant, Braden, is without sufficient information to either admit or deny the allegations contained in paragraph 63 of the Complaint and demands strict proof of the same.

64. Defendant, Braden, denies the allegations contained in paragraph 64 of the Complaint and demands strict proof of the same.

65. Defendant, Braden, denies the allegations contained in paragraph 65 of the Complaint and demands strict proof of the same.

66. Defendant, Braden, denies the allegations contained in paragraph 66 of the Complaint and demands strict proof of the same.

67. Defendant, Braden, denies the allegations contained in paragraph 67 of the Complaint and demands strict proof of the same.

**CAUSES OF ACTION**

**COUNT ONE: UNLAWFUL RETALIATION**

68. Defendant, Braden, denies the allegations contained in paragraph 68 of the Complaint and demands strict proof of the same.

69. Defendant, Braden, denies the allegations contained in paragraph 69 of the Complaint and



demands strict proof of the same.

70. Defendant, Braden, denies the allegations contained in paragraph 70 of the Complaint and demands strict proof of the same.
71. Defendant, Braden, denies the allegations contained in paragraph 71 of the Complaint and demands strict proof of the same.
72. Defendant, Braden, denies the allegations contained in paragraph 72 of the Complaint and demands strict proof of the same.
73. Defendant, Braden, denies the allegations contained in paragraph 73 of the Complaint and demands strict proof of the same.
74. Defendant, Braden, denies the allegations contained in paragraph 74 of the Complaint and demands strict proof of the same.
75. Defendant, Braden, denies the allegations contained in paragraph 75 of the Complaint and demands strict proof of the same.
76. Defendant, Braden, denies the allegations contained in paragraph 76 of the Complaint and demands strict proof of the same.
77. Defendant, Braden, is without sufficient information to either admit or deny the allegations contained in paragraph 77 of the Complaint and demands strict proof of the same
78. Defendant, Braden, is without sufficient information to either admit or deny the allegations contained in paragraph 78 of the Complaint and demands strict proof of the same.

**COUNT TWO: HOSTILE WORK ENVIRONMENT**

79. Defendant, Braden, denies the allegations contained in paragraph 50 of the Complaint and demands strict proof of the same.

80. Defendant, Braden, denies the allegations contained in paragraph 80 of the Complaint and demands strict proof of the same.
81. Defendant, Braden, is without sufficient information to either admit or deny the allegations contained in paragraph 81 of the Complaint and demands strict proof of the same.
82. Defendant, Braden, denies the allegations contained in paragraph 82 of the Complaint and demands strict proof of the same.
83. Defendant, Braden, denies the allegations contained in paragraph 83 of the Complaint and demands strict proof of the same.
84. Defendant, Braden, denies the allegations contained in paragraph 84 of the Complaint and demands strict proof of the same.
85. Defendant, Braden, denies the allegations contained in paragraph 85 of the Complaint and demands strict proof of the same.
86. Defendant, Braden, is without sufficient information to either admit or deny the allegations contained in paragraph 86 of the Complaint and demands strict proof of the same.

**COUNT THREE: QUID PRO QUO SEXUAL HARASSMENT**

87. Defendant, Braden, denies the allegations contained in paragraph 87 of the Complaint and demands strict proof of the same.
88. Defendant, Braden, denies the allegations contained in paragraph 88 of the Complaint and demands strict proof of the same.
89. Defendant, Braden, denies the allegations contained in paragraph 89 of the Complaint and demands strict proof of the same.
90. Defendant, Braden, denies the allegations contained in paragraph 90 of the Complaint and

demands strict proof of the same.

91. Defendant, Braden, denies the allegations contained in paragraph 91 of the Complaint and demands strict proof of the same.

**COUNT FOUR: OUTRAGEOUS CONDUCT**

92. Defendant, Braden, denies the allegations contained in paragraph 92 of the Complaint and demands strict proof of the same.

93. Defendant, Braden, denies the allegations contained in paragraph 93 of the Complaint and demands strict proof of the same.

94. Defendant, Braden, is without sufficient information to either admit or deny the allegations contained in paragraph 94 of the Complaint and demands strict proof of the same.

95. Defendant, Braden, denies the allegations contained in paragraph 95 of the Complaint and demands strict proof of the same.

**COUNT FIVE: TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS  
AND PROSPECTIVE BUSINESS RELATIONSHIPS**

96. Defendant, Braden, denies the allegations contained in paragraph 96 of the Complaint and demands strict proof of the same.

97. Defendant, Braden, denies the allegations contained in paragraph 97 of the Complaint and demands strict proof of the same.

98. Defendant, Braden, denies the allegations contained in paragraph 98 of the Complaint and demands strict proof of the same.

99. Defendant, Braden, is without sufficient information to either admit or deny the allegations contained in paragraph 99 of the Complaint and demands strict proof of the same.

**COUNT SIX: DEFAMATION**

100. Defendant, Braden, denies the allegations contained in paragraph 100 of the Complaint and demands strict proof of the same.
101. Defendant, Braden, denies the allegations contained in paragraph 101 of the Complaint and demands strict proof of the same.
102. Defendant, Braden, denies the allegations contained in paragraph 102 of the Complaint and demands strict proof of the same.
103. Defendant, Braden, denies the allegations contained in paragraph 103 of the Complaint and demands strict proof of the same.
104. Defendant, Braden, denies the allegations contained in paragraph 104 of the Complaint and demands strict proof of the same.

**COUNT SEVEN: DEFAMATION BY IMPLICATION OR INNUENDO**

105. Defendant, Braden, denies the allegations contained in paragraph 105 of the Complaint and demands strict proof of the same.

**COUNT EIGHT: FALSE LIGHT**

106. Defendant, Braden, denies the allegations contained in paragraph 106 of the Complaint and demands strict proof of the same.
107. Defendant, Braden, denies the allegations contained in paragraph 107 of the Complaint and demands strict proof of the same.
108. Defendant, Braden, denies the allegations contained in paragraph 108 of the Complaint and demands strict proof of the same.

**COUNT NINE: BREACH OF EMPLOYMENT AGREEMENT**

109. Defendant, Braden, denies the allegations contained in paragraph 109 of the Complaint and

demands strict proof of the same.

110. Defendant, Braden, denies the allegations contained in paragraph 110 of the Complaint and demands strict proof of the same.

111. Defendant, Braden, denies the allegations contained in paragraph 111 of the Complaint and demands strict proof of the same.

112. Defendant, Braden, denies the allegations contained in paragraph 112 of the Complaint and demands strict proof of the same.

**PUNITIVE DAMAGES**

113. Defendant, Braden, denies the allegations contained in paragraph 113 of the Complaint and demands strict proof of the same.

**PRAYER FOR RELIEF**

It is denied that Plaintiffs are entitled to the relief that they seek.

**GENERAL AND AFFIRMATIVE DEFENSES**

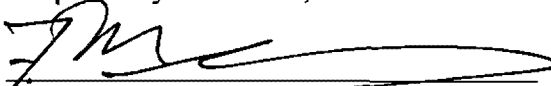
1. Plaintiffs' Complaint fails to state a claim upon which relief can be granted.
2. Each employment action taken by the Defendant, Dr. Sam Braden, III, was based upon legitimate non-discriminatory and non-retaliatory reasons.
3. Plaintiffs' cannot present evidence to the Court that there was intent to discriminate or retaliate against them by the Defendant, Dr. Sam Braden, III.
4. The Defendant, Dr. Sam Braden, III's, actions were, under all of the circumstances, objectively reasonable and necessary.
5. Plaintiffs are not entitled to any front and/or back pay, compensatory damages, pre-judgment or post-judgment interest, punitive damages or attorney's fees.

6. Plaintiffs' claims are barred by the applicable statute of limitations

AND NOW, having fully answered the Complaint filed against him, the Defendant, Dr. Sam Braden, III, prays:

1. That this cause be dismissed;
2. That all costs and other reasonable fees, including attorney's fees under applicable statutes the , be charged and borne by the Plaintiffs.
3. That a jury be impaneled to adjudicate all claims that are so triable, and that the Court adjudicate any claim that is not triable by a jury; and
4. For such other relief to which the Defendant, Dr. Sam Braden, III, may be entitled or as the Court deems appropriate.

Respectfully submitted,



F. MICHIE GIBSON, JR.  
Attorney for Dr. Sam Braden, III  
4979 Lebanon Pike, Suite C  
Old Hickory, TN 37138  
Phone: (615) 244-0095  
Fax: (615) 256-6454  
Michiegibson@lawyer.com

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing Answer has been sent via U.S. mail, first class postage prepaid to Mr. W. Gary Blackburn, Bryant Kroll, and The Blackburn Firm, PLLC, Attorneys for Plaintiffs, 213 Fifth Ave., North, Suite 300, Nashville, Tennessee 37219 and to Jeff Campbell and R. Alex Dickerson, Assistant Metropolitan Attorneys, P.O. Box 196300, Nashville, Tennessee 37219, this the 17th day of September, 2018.



F. MICHIE GIBSON, JR.