

**IN THE COMMON PLEAS COURT OF GREENE COUNTY, OHIO
CIVIL DIVISION**

YELLOW SPRINGS EXEMPTED
VILLAGE SCHOOL DISTRICT
BOARD OF EDUCATION

*

Case No. 2018 CV 0242
Judge Buckwalter

Plaintiff,

*

vs.

ANGELA BUSSEY

Defendant.

*

ANSWER AND COUNTERCLAIM OF DEFENDANT ANGELA BUSSEY

Defendant Angela Bussey, for her Answer to Plaintiff Yellow Springs Exempted Village School District Board of Education's Complaint states and avers as follows:

1. Defendant admits the allegations set forth in paragraph 1 of the Complaint.
2. Defendant admits the allegations set forth in paragraph 2 of the Complaint.
3. Defendant admits the allegations set forth in paragraph 3 of the Complaint.
4. Defendant admits the allegations set forth in paragraph 4 of the Complaint.
5. Defendant admits the allegations set forth in paragraph 5 of the Complaint.
6. Avers that the Settlement Agreement speaks for itself in respect to the allegations of paragraph 6 of the Complaint.
7. Avers that the Settlement Agreement speaks for itself in respect to the allegations of paragraph 7 of the Complaint. Further answering Defendant states on June 4, 2015 the Yellow

Springs News published a newspaper article fully describing the settlement, including the payment of \$20,000 to Plaintiff, at which time the settlement terms were no longer confidential. A copy of this newspaper article is attached hereto as Defendant's Exhibit 1. Upon information and belief Plaintiff sent a copy of the Settlement Agreement at that time to The Yellow Springs News.

8. Admits the allegations set forth in paragraph 8 of the Complaint.

9. Avers that the Settlement Agreement speaks for itself in respect to the allegations of paragraph 9 of the Complaint.

10. Avers that the Settlement Agreement speaks for itself in respect to the allegations of paragraph 10 of the Complaint. Further answering Defendant states that the terms of the Settlement Agreement were made public on or before June 4, 2015 through an article in The Yellow Springs News. Upon information and belief Plaintiff sent a copy of the Settlement Agreement at that time to The Yellow Springs News.

11. Avers that Exhibit B speaks for itself in respect to the allegations of paragraph 11 of the Complaint.

12. Avers that Exhibit B speaks for itself in respect to the allegations of paragraph 12 of the Complaint.

13. Defendant admits the allegations set forth in paragraph 13 of the Complaint.

14. Defendant denies the allegations set forth in paragraph 14 of the Complaint.

15. Defendant denies the allegations set forth in paragraph 15 of the Complaint.

16. Defendant denies the allegations set forth in paragraph 16 of the Complaint.

17. Avers that Exhibit C speaks for itself in respect to the allegations in paragraph 17 of the Complaint.

18. Defendant admits the allegations set forth in paragraph 18 of the Complaint.
19. Defendant denies the allegations set forth in paragraph 19 of the Complaint.
20. Defendant denies the allegations set forth in paragraph 20 of the Complaint.
21. Defendant denies the allegations set forth in paragraph 21 of the Complaint.
22. Avers that the Settlement Agreement speaks for itself in respect to the allegations in paragraph 22 of the Complaint. Defendant further states that the public was totally aware of the terms and conditions of the Settlement Agreement on or before June 4, 2015 by way of a newspaper article published by The Yellow Springs News. Upon information and belief Plaintiff at that time sent a copy of Settlement Agreement to The Yellow Springs News.
23. Defendant denies the allegations set forth in paragraph 23 of the Complaint.
24. Defendant admits that a letter was sent to her on April 13, 2018 and avers that the letter speaks for itself. Further answering Defendant states that the posts referenced at Exhibits B and C were taken down.
25. Defendant denies the allegations set forth in paragraph 25 of the Complaint.
26. Incorporates by reference the allegations set forth above as if fully rewritten, in respect to the allegations of paragraph 26 of the Complaint.
27. Defendant admits the allegations set forth in paragraph 27 of the Complaint.
28. Defendant admits the allegations set forth in paragraph 28 of the Complaint.
29. Defendant admits the allegations set forth in paragraph 29 of the Complaint.
30. Avers that the Settlement Agreement speaks for itself in respect to the allegations in paragraph 30 of the Complaint.
31. Avers that the Settlement Agreement speaks for itself in respect to the allegations in paragraph 31 of the Complaint. Further answering Defendant states that the public was totally

aware of the terms and conditions of the Settlement Agreement on or before June 4, 2015 by way of a newspaper article published by The Yellow Springs News. Upon information and belief Plaintiff at that time sent a copy of the Settlement Agreement to The Yellow Springs News.

32. Defendant denies the allegations set forth in paragraph 32 of the Complaint. Further answering Defendant states that the Board totally failed to comply with its obligations under the provisions of paragraph 3 and 4 of the Settlement Agreement.

33. Defendant denies the allegations set forth in paragraph 33 of the Complaint.

34. Defendant denies the allegations set forth in paragraph 34 of the Complaint.

35. Defendant denies the allegations set forth in paragraph 35 of the Complaint.

36. Defendant denies the allegations set forth in paragraph 36 of the Complaint.

37. Incorporates by reference the allegations set forth above as if fully rewritten, in respect to the allegations of paragraph 37 of the Complaint.

38. Defendant denies, for want of knowledge, the allegations set forth in paragraph 38 of the Complaint

39. Defendant denies the allegations set forth in paragraph 39 of the Complaint

FIRST AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a cause of action upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's Complaint is barred by the doctrines of estoppel and waiver.

THIRD AFFIRMATIVE DEFENSE

Truth is an absolute defense to any alleged cause of action.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff comes before this Court with unclean hands. For example, Plaintiff's school board president at all relevant times, Aida Merhemic, a mental health therapist, treated Defendant for emotional distress and anxiety arising out of Defendant's bullying and harassing allegations against the Yellow Springs School District without disclosing her relationship and/or connection to Plaintiff.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff has failed to join necessary and indispensable parties.

SIXTH AFFIRMATIVE DEFENSE

Defendant is excused from performance due to Plaintiff's breach of the Settlement Agreement.

SEVENTH AFFIRMATIVE DEFENSE

The Complaint is barred by the applicable statute of limitations.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff made public the terms of the Settlement Agreement.

NINTH AFFIRMATIVE DEFENSE

Defendant reserves the right to raise or assert any additional or further affirmative defenses as may be revealed by additional information received or as warranted by subsequent discovery.

WHEREFORE, having answered Plaintiff's Complaint, Defendant Angela Bussey respectfully demands that Plaintiff's complaint be dismissed with prejudice, and that said Defendant be held harmless from all costs and expenses associated and incurred herein.

Respectfully submitted,

DUWEL LAW

David M. Duwel (0029583)
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Dayton, Ohio 45402
PH: (937) 297-1154
FAX: (937) 297-1152
Trial Attorney for Angela Bussey

DEFENDANT’S COUNTERCLAIM AGAINST PLAINTIFF

Defendant Angela Bussey for her Counterclaim against Plaintiff Yellow Springs Exempted Village School District Board of Education, states and avers as follows:

1. On or about April 23, 2015 Defendant executed a Settlement Agreement with Plaintiff to resolve and settle all charges, complaints, and actions she initiated against Plaintiff. A copy of the executed Settlement Agreement is attached as Exhibit A to Plaintiff’s Complaint.
2. Among other things, Plaintiff in the Settlement Agreement agreed “to remove from Ms. Bussey’s personnel file all documentation relating to the subject matter of Resolution 0514.09 (non-renewal) and also the documents arising from or related to the charges, complaints and actions referenced above” (Item 3. Page 2 of 7).
3. Further, Plaintiff agreed, “if contacted by another person, persons and/or a prospective employer of Ms. Bussey, the response(s) of the Board of Education, its administrators and employees and agents shall be limited to the Superintendent’s letter of recommendation (attached hereto as Defendant’s Exhibit 2) and Ms. Bussey’s evaluation during her year of service with the District.” (Item 4, page 3 of 7).

4. Upon information and belief, Plaintiff has failed to remove the aforesaid items from Ms. Bussey's personnel file and has failed to include in said file the letter of recommendation and Defendant's performance evaluation.

5. Upon information and belief when contacted by third persons regarding Ms. Bussey's personnel file Plaintiff, in breach of the Settlement Agreement has provided the file that existed prior to the Settlement Agreement and has not provided the letter of recommendation and her performance evaluation.

6. As a result of Plaintiff's breach of its obligations set forth in Items 3 and 4 of the Settlement Agreement, Defendant has been damaged in respect to her reputation in the education community as Plaintiff's disclosures have been disseminated on the internet to a significant extent, also impacting Defendant's ability to secure additional educational opportunities in the future which would enhance both her reputation and compensation. Further Defendant has incurred substantial emotional distress, stress and anxiety as a result of Plaintiff's complained of actions herein.

WHEREFORE, Defendant Angela Bussey demands judgment against Plaintiff Yellow Springs Exempted Village School District Board of Education for:

- A. Damages in excess of \$100,000;
- B. Recovery of her costs and attorney fees;
- C. Pre and post judgment interest;
- D. An Order requiring Plaintiff, in the future to comply with its obligations under the Settlement Agreement;
- E. Such other relief as the Courts finds just and equitable.

Respectfully submitted,

DUWEL LAW

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Trial Attorney for Angela Bussey

JURY DEMAND

Demand a jury trial as to Plaintiff's Complaint and Defendant's Counterclaim.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing pleading has been served on Plaintiff's Counsel, Pramila A. Kamath and David Lampe this ___ day of May 2018.

David M. Duwel (0029583)