

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

HUMANE SOCIETY OF PENSACOLA,  
INC., a Florida not for profit corporation,

Plaintiff,

vs.

CASE NO. 2023 CA 000114

AMANDA MOORE-JOSEPH, an individual,  
JESSICA GEHRES, an individual,  
RAINA TOWNSON, an individual,  
JESSICA FISCHER, an individual,  
MELISSA GARRETT, an individual, and  
ALYSIA MARTINEZ, an individual,

Defendants.

AMANDA MOORE-JOSEPH, an individual,

Counter-Plaintiff,

vs.

HUMANE SOCIETY OF PENSACOLA,  
INC., a Florida not for profit corporation,

Counter-Defendant,

GERALD ADCOX, an individual,

Counter-Defendant,

BARBARA SAWYER, an individual,

Counter-Defendant.

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**DEFENDANT/COUNTERPLAINTIFF AMANDA MOORE-JOSEPH'S  
COUNTERCLAIM AGAINST PLAINTIFF/COUNTERDEFENDANT  
HUMANE SOCIETY OF PENSACOLA, INC. and  
THIRD PARTY COUNTERDEFENDANTS  
GERALD ADCOX and BARBARA SAWYER**

Counterclaim Plaintiff, Amanda Moore-Joseph, by and through its undersigned counsel, files this Counterclaim against Humane Society of Pensacola, Inc.; Gerald Adcox; and Barbara Sawyer and states:

1. This is an action in which Ms. Moore-Joseph seeks monetary damages in excess of \$35,000.

### **PARTIES**

2. Counter Plaintiff, Amanda Moore-Joseph, is an individual who resides in Santa Rosa County, Florida.

3. Counter Defendant, Humane Society of Pensacola, Inc. (“PHS”), is a Florida not for profit corporation headquartered in Escambia County, Florida.

4. PHS is governed by a Board of Directors (the “Board”).

5. Defendant, Gerald Adcox, is an individual who resides in Escambia County, Florida.

6. Adcox is a member of the Board and serves as the current President of the Board that governs PHS. Adcox has served as PHS’s President since the fiscal year starting on or about October 1, 2019.

7. Defendant, Barbara Sawyer, is an individual who resides in Escambia County, Florida.

8. Sawyer is a member of the Board and serves as the Treasurer of the Board. Sawyer was also Treasurer in at least 2021 and 2022.

9. Moore-Joseph is a former employee of PHS and served as Director of Development at the time PHS terminated her employment.

10. PHS hired Moore-Joseph as Director of Development on or about July 8, 2020. Moore-Joseph's position of Director of Development reported to PHS's Executive Director.

11. At the time of her hire, PHS's Executive Director was Jennifer Bitner.

### **VENUE and JURISDICTION**

12. Venue and jurisdiction is proper in this Court because PHS's principal place of business is in Escambia County, Florida, and the defamation and retaliation alleged in this counterclaim occurred or otherwise originated in Escambia County, Florida.

### **INTRODUCTION**

13. When employed by PHS, Moore-Joseph objected to violations of the law committed by PHS. PHS's violations of the law included spending restricted donors' funds and gifts for uses contrary to the donors' restrictions and failing to abide by the terms of grants to PHS. After the Board later claimed that it *could* get money into the PHS operating account by either selling its equity holdings or getting a loan so that restricted funds could be used for their intended purposes, the Board failed to actually *provide* this funding, leaving PHS's general ledger showing that restricted funds were available but without any actual funds available to be spent for the purposes of the donors' donations to PHS. The Board was specifically informed about the need for these restricted donors' funds for such items as needed vaccines and medicine for the animals in PHS's care, and funds needed for emergency animal care to save animals' lives. The Board's repeated failures to abide with laws on restricted donations and grant funds were actions contrary to their fiduciary duties to PHS and contrary to PHS's mission.

14. The Board uniquely positioned itself to have control over matters that otherwise might be in the purview of PHS staff. For example, after the Board learned that former Executive

Director Jan Castillo had sold equity holdings to fulfill PHS's mission to serve and care for the community's animals, the Board responded in anger and arranged it so that only the Board could access those funds. As another example, after the Board refused to sell equity holdings<sup>1</sup> despite its knowledge that the organization needed these funds, the Board finally obtained a loan from Board member Hank Gonzalez's bank and specifically arranged it so that only the Board could access those funds. The Board did not even share the loan documentation with PHS staff. While Moore-Joseph was employed with PHS, even after the Board allegedly acquired a line of credit with Gonzalez's employer's bank, the Board knowingly refused to provide sufficient funds from the line of credit resulting in restricted funds that should have been there continuing to be absent. As another example, the Board, not PHS staff, handled sales and purchases of vehicles for PHS.

15. Moore-Joseph objected to Adcox and Gonzalez, on behalf of PHS, encouraging Moore-Joseph to violate the National Labor Relations Act if a PHS employee discussed terms and conditions of employment with someone else.

16. Moore-Joseph objected to the PHS's Board engaging in an unlawful, systematic, malicious defamation campaign against Moore-Joseph.

17. PHS's defamation campaign against Moore-Joseph included, but were not limited to, publicly declaring her to be a "rogue" and "bad guy" employee and intentionally misrepresenting that her concerns and objections about PHS's and Adcox's inappropriate conduct were "patently false"; "wildly false"; there was "zero evidence" to support the claims; "without a drop of truth", etc. As this Counterclaim sets forth, PHS knew that there was indeed

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<sup>1</sup> The Board later claimed that all its equity holdings were not restricted from sale for the purpose of having money to spend. Because the Board freely violated donors' restrictions in other instances, and Moore-Joseph was never privy to the details of PHS's equity holdings, Moore-Joseph does not know the details on the availability of PHS's funds from its equity holdings.

support for Moore-Joseph's concerns and objections, as behind the scenes the PHS Board admitted that they had "fucked up", that "cash was depleted- that's a fact that [Sawyer] have been reporting in the Board report each month", that the Board never restricted money in its restricted accounts because that would mean that "the bookkeeping is going to be hell on earth", etc. PHS, Adcox, and Sawyer have knowledge and possession of written documents supporting Moore-Joseph's objections and concerns that were directly contrary to their malicious defamation campaign.

18. PHS, Adcox, and Sawyer even went to the egregious step of misrepresenting and concealing information from the Saltmarsh accounting firm, publishing on PHS's website and submitting to the press the Saltmarsh report with a descriptive letter from its attorney Michael Kelly that acted to wrongly imply that Moore-Joseph's statements about PHS and Adcox were totally lacking in any truth and that she had accepted incentive payments to which she was not entitled.

19. PHS's retaliation against Moore-Joseph included loss of pay, loss of opportunities for promotion, intimidation by such acts as sham attorney cease and desist letters, a fabricated "violation" of a non-existent directive, unreasonable work demands, terminating her employment, and a defamation campaign intended to ruin her business and personal reputation.

20. The actions of the PHS Board, Adcox, and Sawyer were tortious, despicable and contrary to the mission, historical record, and prior good name of the organization that is the Humane Society of Pensacola.

### **GENERAL FACTUAL ALLEGATIONS**

I. *PHS misrepresented that Moore-Joseph had not disclosed her prior employment with PAWS.*

21. Prior to being hired by PHS, Bitner texted Moore-Joseph to ask her a question about PAWS, which Bitner knew was a previous employer of Moore-Joseph. (See Exhibit 1)

22. When Moore-Joseph submitted her written resume to PHS via text to Bitner on April 21, 2020, Moore-Joseph's resume included her employment with PAWS. (See Exhibit 2) When Moore-Joseph submitted her written resume to PHS by email on May 14, 2020, her resume also included her employment with PAWS and her email referenced PAWS. (See Exhibit 3) Bitner reported to the PHS Board in writing on June 8, 2020, that discussed Bitner's desire to hire Moore-Joseph. (See Exhibit 4) Bitner's written report to the Board specifically mentioned Moore-Joseph previously worked for PAWS and that she had previously spoken with Adcox about Moore-Joseph. One of the many letters of recommendation for Moore-Joseph that PHS received was from a board officer of PAWS discussing his praise for Moore-Joseph when she worked at PAWS. (See Exhibit 5)

23. Bitner also texted Moore-Joseph and expressed support to Moore-Joseph about the legal claim that Moore-Joseph asserted against PAWS when PAWS was under previous management. (See Exhibit 6)

24. Despite knowing that Moore-Joseph was transparent in her disclosure of her employment with PAWS, PHS falsely notified third parties, in addition to filing a frivolous defamation claim against Moore-Joseph making this allegation, that Moore-Joseph was not transparent regarding her prior employment with PAWS and had not disclosed her prior employment with PAWS.

25. PHS's intentional misrepresentations about Moore-Joseph were designed to impugn her integrity and make it difficult for her to obtain other employment after PHS retaliatorily terminated her employment.

II. *Bitner's Resignation and Adcox Inappropriate Comments.*

26. Bitner notified Moore-Joseph in March 2021 that she would be resigning as Executive Director.

27. On or about April 6, 2021, at a PHS staff meeting, referring to Ms. Bitner resigning, Adcox announced to staff that Ms. Bitner was "off like a prom dress." Adcox followed that comment up by stating that Ms. Moore "will be at your mercy to service you all." Ms. Moore complained to Ms. Bitner that Adcox was going to get the organization sued for sexual harassment.

III. *PHS's Misappropriation of Restricted Donation of a Lexus Vehicle and Conflict of Interest and Lack of Transparency by Adcox and PHS*

28. On or about April 17, 2021, at 5:59 p.m., Moore-Joseph texted Adcox, Sawyer, and additional Board members Eloise Lautier and Andy Barnes that she had helped secure a generous donation of a Lexus RX350 with only 7,505 miles on it. Moore-Joseph stated in the text that it was a restricted donation, stating, "Restriction is we have to utilize and can't just sell." Moore-Joseph stated further in the text that she had the title and other paperwork and that the Lexus was parked behind the clinic out of the way. (See Exhibit 7)

29. Despite having the direct knowledge that the Lexus was a restricted donation preventing its sale, a few minutes later on April 17, 2021, at 6:10 p.m., Adcox texted about the Lexus, "I'll buy it." (See Exhibit 7)

30. Adcox owns a business that owns and operates a used car lot.

31. In response, Moore-Joseph repeated in a text that the donation was restricted to utilizing and not selling. Ms. Moore-Joseph noted that the donor was a great lady and is looking to donate funds, as well. (See Exhibit 7)

32. Adcox did not like that the donor had put a restriction on the Lexus not to sell it.

33. Before the next Board meeting on April 29, 2021, Adcox had the Lexus driven to his used car lot. The Board's meeting minutes for April 29, 2021, note that Adcox knew that the donor had restricted PHS from selling the vehicle, but that he was "storing" the Lexus at his used car lot and was "willing to purchase it for book value." (See Exhibit 8)

34. Another Board member on April 29, 2021, suggested that PHS use the Lexus in place of PHS's Toyota Rav4, a used vehicle that had been purchased from Adcox's used car lot. Adcox, however, did not care that the donor had donated the Lexus with a restriction that it be used and expressed that he wanted to sell the donor's restricted donation of the Lexus at his used car lot. (See Exhibit 8)

35. The minutes for PHS's May 27, 2021, Board meeting note that Adcox was "storing" the donated Lexus, Adcox had found a buyer that would purchase the Lexus for \$24,000, and, despite the known fact that the Lexus was donated with a restriction from selling it, Adcox led the Board to vote to sell the Lexus. Moore-Joseph's objection that the restricted Lexus could not be sold without permission from the donor was dismissed by Adcox and the Board. (See Exhibit 9)

36. Adcox and PHS sold the restricted Lexus donation at his used car lot in contravention of Florida Statute Section 617.2104.

37. Adcox did not submit to PHS staff the paperwork on the sale of the Lexus or provide documentation that he sold the restricted Lexus for its market value.



38. Section 4.5 of PHS's ByLaws provide for procedures to avoid conflicts of interest. They include a requirement that the Board pass a resolution to approve a business transaction involving a Board member or an entity with whom the Board member has any legal, equitable, or potential business transactions with PHS. They further require a Board member in such situation neither deliberate nor vote on the decision to enter into such transaction. (See Exhibit 10)

39. PHS and Adcox did not comply with PHS's ByLaws in that the Board did not pass a resolution authorizing the sale of the Lexus through Adcox's used car lot, and Adcox participated in the deliberations and vote. Indeed, Adcox was leading the push for him to sell the restricted Lexus at his used car lot.

40. PHS's Board of Directors' Handbook also set forth the conflict of interest policies that Adcox and PHS failed to abide by. (See Exhibit 11)

*IV. Resignation of Executive Director Dawn Novy, Inappropriate Comments by Adcox, and the Hiring of Jan Castillo.*

41. When PHS was interviewing for an Executive Director to replace Bitner, some Board members interviewed Dawn Novy and Jan Castillo. Jan Castillo was a family friend of Adcox.

42. After the Board chose Novy to replace Bitner, Adcox was not pleased and almost immediately pressured Novy to hire Castillo as the PHS Director of Operations.

43. Novy resigned her job with PHS on or about May 3, 2021.

44. On May 12, 2021, Moore-Joseph was asked by multiple Board members on the Executive Committee of her interest in taking on the Executive Director position vacated by Novy.

45. On May 13, 2021, Moore-Joseph responded that she was indeed interested. She was told that they would reach out to Adcox to let him know.

46. Shortly thereafter on May 13, 2021, Adcox called Moore-Joseph that she could not have the job because he had already offered the job to Castillo.

47. Neither the Board nor the Executive Committee had authorized Adcox to offer Castillo a job at that time.

48. A reason why Adcox did not want Moore-Joseph to be the Executive Director was that Moore-Joseph had objected to the selling of the Lexus donation that was restricted from sale.

49. At the May 24, 2021, Executive Committee meeting, Adcox made the highly inappropriate comment to Moore-Joseph to lewdly ask her whether she was “romancing a donor”, and, when Moore-Joseph objected to Adcox’s comment and identified the particular donor, Adcox said that the particular donor she could “try some good loving on him, but he only loves himself.” Moore-Joseph objected again, and Adcox and two other Executive Committee members continued to make derogatory comments and to laugh about the donor and Moore-Joseph.

50. The next day, Executive Committee member Andy Barnes (who had not participated in any inappropriate comments or laughter about either Moore-Joseph or the donor in question and, indeed, had told Adcox to stop) texted Moore-Joseph noting that “Yesterday’s sentiments and comments were not called for by members of the Executive Committee...[Barnes

found it] distasteful...[“thoughtless” and ] he would have a conversation with the Board on a few of these topics.” Barnes also praised Moore-Joseph, noting that her “skills and competencies are clearly visible in each interaction” he had with her. (See Exhibit 12)

51. At the May 27, 2021, PHS Board meeting, Adcox did not actually abstain from voting on the hiring of Castillo, although the Board minutes reflected that he did so because he “is a personal friend of Jan.” Despite discussing that Castillo would be required to get additional training and certifications to assist her with her lack of non-profit experience, Adcox never even bothered to inform Castillo to do this.

V. *PHS Failed to Vote for an Extension to Expand Adcox’s Term of Presidency Beyond Two Years and Failed to Have a Budget in Place.*

52. At the November 9, 2021, PHS Annual Meeting, the PHS Board voted to elect Adcox for yet another year despite that Adcox had already served two years as President.

53. PHS’s Bylaws require an extension vote to elect a president beyond a two-year term. (See Exhibit 13)

54. PHS failed to abide by its Bylaws by not moving and voting on an extension to allow Adcox to serve as president for more than two years.

55. At the November 9, 2021, Board meeting, the minutes note that PHS still did not have a budget prepared for the fiscal year starting October 1, 2021, on which Castillo could use to operate within in her role as Executive Director. However, PHS nevertheless decided to give a raise to Castillo.

*VI. PHS Knew its Financial Problems Were Long-Standing but Failed to Provide Proper Oversight and Governance.*

56. As of November 9, 2021, PHS was notably financially strapped, including its documentation in its Board minutes that it had to use \$375,000 from a donor's bequest just to fund some of the payroll. Nevertheless, under Adcox's leadership, the PHS Board voted to meet less often, that is, quarterly instead of monthly.

57. At the PHS Board meeting on January 27, 2022, held at the Pensacola Yacht Club, the Board minutes note that Sawyer explained the financials and the "loss due to pandemic was mitigated with recent bequest." Not until January 27, 2022, did PHS finally approve a budget for the fiscal year October 1, 2021, to September 30, 2022.

*VII. Lack of Transparency and Conflict of Interest regarding Another Vehicle Purchased from Adcox.*

58. In March 2022, in a transaction led by Adcox, PHS paid Adcox's used car lot for a used Mercedes Sprinter van with an accident history for a little over \$61,000.

59. The original MSRP of the van was about \$41,000. See Exhibit 35.

60. PHS Board minutes do not reflect that this purchase or conflict of interest was discussed at a Board meeting prior to its purchase from Adcox's used car lot.

61. Adcox did not provide to PHS staff the full paperwork on the purchase of the van or supporting documentation for its fair market value.

62. Adcox or his used car lot business could not even timely provide title to the van after PHS paid for the van.

63. Adcox sold PHS a used van for which there was a titling problem.

64. PHS did not get title to the used van sold by Adcox until July 2022.

65. The April 28, 2022, Board meeting minutes note that “thanks to [a donor] we have a brand new Mercedes Benz van.” The Board meeting minutes did not discuss that the van was not “brand new” or that it was purchased from Adcox’s used car lot without good title. (See Exhibit 14)

66. The April 28, 2022, Board meeting minutes note that PHS at that time had “Financials net-\$124,000 with \$60,000 cash.” The Board meeting minutes also noted that half of PHS’s bequests were restricted.

VIII. *PHS’s Knowledge of Continued Financial Problems and Failure to Provide Proper Oversight and Governance.*

67. The July 28, 2022, Board meeting minutes note that Adcox “sounded the alarm about finances.” (See Exhibit 15)

68. Nevertheless, the PHS Board gave a significant pay raise to Castillo in or about July 2022, although there were no Board minutes reflecting the raise to this Executive Director.

IX. *PHS, Adcox, and Sawyer Had Direct Knowledge of Moore-Joseph’s Incentive Pay Agreement with PHS.*

69. On September 14, 2022, Adcox texted Castillo asking if Castillo had a signed contract with Moore-Joseph. Board member Eloise Lautier was also on the text message exchange with Castillo.

70. Castillo texted Adcox and Lautier back to let them know that she did have a signed contract with Moore-Joseph. Castillo texted Adcox and Lautier the incentive contract signed by

Castillo and Moore-Joseph. With the signed agreement, Castillo texted the explanation that based on her fundraising efforts, Moore-Joseph would have been owed \$36,000 based on her initial agreement when she was hired by PHS, she would have been owed \$45,000 using what Board member Hank Gonzalez submitted, but that Moore-Joseph agreed to be paid \$24,000 in incentive payments, with \$19,000 owed for the calendar year. After more texted explanation, Lautier texted Castillo that she thought she understood and referenced other Board members knowing about it. (See Exhibit 16 and 17)

71. Despite knowing about Moore-Joseph's signed contract with PHS for her incentive payments, and her receiving less than what she could have demanded, Adcox, Sawyer, and PHS later intentionally misrepresented to accounting firm Saltmarsh and others that they knew of no signed contract with Moore-Joseph and did not know about any incentive payments to Moore-Joseph. In any event, the Board minutes indicated that the Board made the incentive payments to Moore-Joseph a management decision, not a Board decision.

X. *Castillo's Departure in November 2022 and the Board's Lack of Oversight and Governance.*

72. On or about November 9, 2022, Adcox and Lautier informed Moore-Joseph that they wanted Moore-Joseph to call a full staff meeting on November 10, 2022, because Castillo resigned "in the middle of her firing."

73. At the November 10, 2022, staff meeting, Adcox announced, without Moore-Joseph's permission and without any discussion of payment to her for this additional role, that Moore-Joseph would be interim executive director.

74. At the November 10, 2022, staff meeting, Adcox further announced to the staff that they would get the raises that they had been promised and that PHS has the funding.

75. Adcox had no authority to make an announcement to the staff on November 10, 2022, that they would get raises.

XI. *Moore-Joseph Raises the Alarm of Misappropriation of Restricted Funds; the PHS Board Delays 22 days to Hold an Emergency Board Meeting on Finances; Adcox and PHS Threaten Retaliation if PHS Employees Discuss their Pay with Others.*

76. On November 13, 2022, Moore-Joseph received a frantic call about a dog in urgent need of life-saving care for which funds from a restricted donor account should have been available for this very type of situation, but the funds were not available in PHS's operating account and the PHS credit cards were maxed out. Moore-Joseph put the expense for the veterinarian hospital on her personal credit card to save the dog's life.

77. By information and belief, the PHS Board held a special meeting on November 14, 2022, and decided to obtain a line of credit with First Bank, of which Board member Hank Gonzalez was employed.

78. The Board decided that only specified Board members, and no member of the PHS staff, could obtain funds from the line of credit loan.

79. The Board did not submit the paperwork or details on the line of credit to the PHS staff.

80. Moore-Joseph was invited to the PHS Executive Committee meeting on November 16, 2022.

81. At their request, Moore-Joseph presented a proposal for her to be paid for holding the dual role of her existing job, Director Development, and Executive Director. At this time, Moore-Joseph was still not privy to the information on PHS's financials other than generally, such as that she had learned about the absence of restricted funds on November 13, 2022, needed to save a dog's life, as discussed above.

82. At the November 16, 2022, Executive Committee meeting, Board members stated that Castillo had sold securities without the Board's knowledge.

83. At the November 16, 2022, Executive Committee meeting, the Executive Committee decided to call a meeting of the full Board to be held on December 8, 2022, at which they planned to discuss PHS's financial situation.

84. Board member Eloise Lautier emailed the Board on November 16, 2022, that the "Executive Committee has called a special Board of Directors meeting for 4 p.m., Thursday, December 8, to discuss urgent financial concerns." (See Exhibit 18)

85. After learning of a glimpse of PHS's dire financial situation, Moore-Joseph sent a text to the Executive Committee on November 17, 2022. That text included that they could not take in any new animals; there would be no overtime; they would be closed on certain weekdays; there had been a lack of staff to open on some days; that dog food was ordered but only half the vaccines and essential supplies needed; and that she thought there was enough money just to make payroll but she would let them know if that changed. (See Exhibit 19)

86. After donor Travis Talley had agreed on November 21 to provide \$5,000 for PHS to purchase the vaccines needed for the animals, Moore-Joseph informed the Executive Committee. (See Exhibit 19)



87. On November 22, 2022, Moore-Joseph provided Mr. Talley's donation to the PHS bookkeeper for deposit to put the money in the bank to buy the vaccines.

88. Mr. Talley's restricted donation could not be used for its intended purpose because outstanding checks and auto-pay for operating expenses took Mr. Talley's donation when his check was deposited into the bank account. Furthermore, the Board would not sell any securities to replenish restricted funds so that the funds could be used for their intended purposes.

89. On November 28, 2022, Moore-Joseph was allowed access to PHS' bank account information. What Moore-Joseph saw shocked her. When she sounded the alarm, Moore-Joseph was informed that the Board was going to be getting a loan.

90. Upon seeing the dire situation of PHS's state of finances, Moore-Joseph texted the Executive Committee on November 29, 2022, "Emergency: if our loan does not deposit by tomorrow we will not make payroll on Thursday. We had auto payments to credit cards set up prior by Jenn and unfortunately those went through." Moore-Joseph desperately looked to find enough money just to meet payroll. (See Exhibit 20)

91. Moore-Joseph raised the alarm to Board member Andy Barnes on a phone call about the misappropriation of restricted donations that should have been available for their intended purposes but were not available.

92. Adcox subsequently chastised Moore-Joseph for discussing this topic with Barnes. He texted Moore-Joseph to "Get a list of commingled funds and the amount so we can restrict what we need to. Please refrain from bothering and calling [Barnes] unless it's a disaster..." (See Exhibit 21)

93. Sawyer texted that she was seeking the advice of an accountant.

94. Barnes replied in a text (referring to Adcox chastising Moore-Joseph for “bothering” Barnes by telling him about the restricted funds not being available), “It’s no bother but we do need to get this resolved. Thanks for the help all.”

95. The day after Moore-Joseph objected to misuse of restricted funds, on November 30, 2022, Moore-Joseph was summoned to meet with Adcox and Board member Hank Gonzalez in Gonzalez’s office at The First bank.

96. When Moore-Joseph arrived, no other Board members were present.

97. Although the November 30, 2022, meeting was not a noticed PHS Board or Committee meeting, Adcox and Gonzalez were meeting with Moore-Joseph on behalf of the Board.

98. Adcox and Gonzalez were immediately hostile toward Moore-Joseph.

99. At the beginning of the November 30, 2022, meeting, Adcox, referring to Moore-Joseph, said to her, “Manda Moore-Joseph Tom Dick Harry, however many husbands you have?” Gonzalez laughed at Adcox’s derisive and misogynistic comment to Moore-Joseph.

100. At the November 30, 2022, meeting, Adcox opened the “meeting” by again chastising Moore-Joseph for speaking to Barnes about her claims of misappropriation of funds.

101. At the November 30, 2022, meeting, Moore-Joseph identified from her memory at least some of the PHS restricted accounts for which restricted funds should be available but the money was not there.

102. In response to Moore-Joseph objecting that it was not legal to spend restricted funds for other purposes, Adcox told Moore-Joseph, “Shush.”

103. At the November 30, 2022, meeting Adcox claimed he was a CPA and all they had to do was say that the restricted funds were put in equity now.

104. Moore-Joseph replied that this was illegal, specifically identifying as one example the funds from the Florida Animal Friend grant, which were restricted monies derived from a government fund.

105. In reply, Gonzalez pointed to a statue figurine set he had in his bank office of three monkeys, commonly understood as representing, “see no evil, hear no evil, speak no evil.”

106. Reacting to Gonzalez pointing to his monkey figurines, Adcox said, “it may go that way.”

107. Moore-Joseph replied to Gonzalez and Adcox, “No, I don’t see it that way and neither does the IRS.”

108. Adcox grew angrier and asked Moore-Joseph for written information on her incentive pay under her agreement with PHS, saying he wanted to see it “in case you added something that didn’t belong in there...”

109. While Adcox took a call on his cell phone, Gonzalez asked Moore-Joseph what was this idea of pay raises for staff. Moore-Joseph told Gonzalez that it was Adcox who had promised staff raises in the staff meeting after Castillo’s departure.

110. After Adcox got off his cell phone call, he told Moore-Joseph that he could approve some staff raises and asked Moore-Joseph to write up something on raises to staff.

111. Adcox proceeded to tell Moore-Joseph that if any PHS staff members talked to anyone about a raise, they should be terminated immediately.

112. Moore-Joseph objected that it was illegal to fire an employee for talking about a raise with another employee.

113. Gonzalez then told a story about how he had “happily” terminated a bank employee for speaking with a co-worker about her salary.

114. The National Labor Relations Act protects employees' right to discuss terms and conditions of employment with others.

115. It is an unlawful act under the National Labor Relations Act to retaliate against a protected employee for engaging in protected activity under the National Labor Relations Act.

116. Adcox and Gonzalez's comments dismissing laws prohibiting a non-profit from unlawfully spending restricted funds and laws protecting workers' rights were designed to intimidate and threaten Moore-Joseph for her objections to PHS unlawfully spending restricted funds for other uses.

*XII. Moore-Joseph Objects Again to PHS's Misappropriation of Funds; the PHS Executive Committee Refuses to Take Appropriate Action.*

117. As of December 5, 2022, despite that PHS should have had restricted funds available for its use for the donors' intended purposes, the money was still not available to be spent for the donors' and grants' purposes.

118. Indeed, as of the morning of December 5, 2022, PHS did not even have the money in its account to even meet its payroll obligations.

119. On December 5, 2022, Moore-Joseph texted the Executive Committee that at present they would not be able to make payroll. She further texted to the Executive Committee, "We have \$5,373.19 outstanding, \$162.47 once those checks clear. We have utilities that are due today and tomorrow as well..." (See Exhibit 22)

120. At the December 5, 2022, PHS Board Executive Committee meeting, Moore-Joseph sounded the alarm to the Executive Committee that "we're going to have \$162.00 by the end of the day." Moore-Joseph sounded the alarm that in regard to restricted donations,

“everything’s gone.” Moore-Joseph stated that the PHS staff managers were upset that they had to shut down intakes, stop appointments for the next week, and that they did not have the money to purchase the needed vaccines even though a donor (Travis Talley) had made an emergency \$5,000 donations for vaccines because his restricted donation was used to pay other operating bills due to auto-pay accounts or other previous payments that took Mr. Talley’s donation out of the bank account as soon as it was put in.

121. At the December 5, 2022, PHS Board Executive Committee meeting, Adcox became agitated by Moore-Joseph’s concerns and objections, dismissing Moore-Joseph’s concerns by stating that he “had it handled” and stating further that on the previous Friday he did something to get a line of credit loan in place.

122. At the December 5, 2022, PHS Board Executive Committee meeting, Sawyer stated that if PHS wanted to start restricting cash, “the bookkeeping is going to be hell on earth.”

123. At the December 5, 2022, PHS Board Executive Committee meeting, Adcox asked Moore-Joseph to provide him her incentive pay calculations.

124. At the December 5, 2022, PHS Board Executive Committee meeting, in response to pay raises that Adcox had previously promised (without authorization to do so) to PHS staff, Sawyer made the comment, “we can’t make payroll as it is.”

125. At the December 5, 2022, PHS Board Executive Committee meeting, a Board member suggested an earlier board meeting in January than the normal schedule because “we’re going to blow through \$15,000 a week just on payroll.”

126. At the December 5, 2022, PHS Board Executive Committee meeting, Sawyer stated that she had spoken with an accountant who, when the discussion arose that PHS had money in

equity investments, told her that an organization is supposed to use the restricted funds for the mission of the organization, not simply keep restricted funds sitting in equity investments.

127. At the December 5, 2022, PHS Board Executive Committee meeting, Adcox said they could “unrestrict a couple thousand” at the next Board meeting.

128. Adcox and the Executive Committee knew that the status of PHS on December 5, 2022, required more than a small loan or to “unrestrict a couple thousand.”

XIII. *The Board Votes to Assign Moore-Joseph to Additional Duties as Interim Executive Director; Moore-Joseph Submits Written Reports to the Board; the Board Continues to Fail to Correct the Situation.*

129. On the morning of December 8, 2022, the PHS operating account at the bank had a negative balance of \$11,243.12.

130. The PHS Board met for their specially called Board meeting noticed on November 16, 2022, “to discuss urgent financial concerns” on December 8, 2022, at about 4 p.m.

131. Adcox stated at the December 8, 2022, Board meeting that Castillo had done questionable things while Executive Director.

132. Adcox stated at the December 8, 2022, Board meeting that Sawyer would be going through Castillo’s emails.

133. At the December 8, 2022, Board meeting, Adcox volunteered to conduct a forensic audit in response to at least two Board members suggesting that a forensic audit be conducted.

134. At the December 8, 2022, Board meeting, PHS voted to assign Moore-Joseph to serve as Interim Executive Director in addition to her duties as Director of Development.

135. The Board voted to approve the Executive Committee's getting a loan for PHS in the amount of only a \$100,000 line of credit. The Board did not approve that any of its equity holdings be liquidated to be used for any restricted or unrestricted need or expense. (See Exhibit 23)

136. Moore-Joseph provided numerous written reports to Board for the December 8, 2022, Board Meeting, including

a. a written report noting surveys, the pet cemetery project, a new partnership with the Pensacola Police Department, the feral cat colony project, Visit Pensacola's designation of PHS as a nonprofit for 2023, and funding, specifically noting that Mr. Talley's \$5,000 donation for vaccines was quickly taken out of the bank account for other checks that were out, noting that they could get only half the medication needed;

b. a written report stating, "Missing Restricted Funds" identifying by name and amount several restricted accounts for which the money was not there to be used for its intended purpose;

c. a written report updating the status of various possible future bequests to PHS;

d. a written report on raises and pay changes requested for staff (not including Moore-Joseph); and

e. a written report on the incentive payments to Moore-Joseph per her agreement with PHS. (See Exhibit 23)

137. Board member Deborah Dunlap asked Moore-Joseph at the meeting why she wrote restricted funds were "missing."

138. Moore-Joseph responded to Dunlap's question by stating in the meeting that every time she calls them misappropriated everyone gets angry and she is silenced, so she came up with "missing."

139. Dunlap asked Moore-Joseph if the funds were missing, and Moore-Joseph responded that they were not missing but had been spent outside their restrictions.

140. Dunlap crossed out the word "missing" on her copy of the report and replaced it with the word, "spent."

141. The meeting minutes for the December 8, 2022, Board meeting note "much discussion ensued" regarding Moore-Joseph's written reports, "as members sought clarification of the actual status of restricted funds as they pertain to the day-to-day bookkeeping. Satisfied that funds were not 'missing', the Board agreed to further clarify the status of restricted funds, how they are classified in our bookkeeping to ensure that they were allocated appropriately, and report back to [Moore-Joseph] as soon as possible." (See Exhibit 23)

142. The meeting minutes also note that Moore-Joseph reported a "potential overdraft", and, in response, the Board authorized Board member Gonzalez to transfer only \$20,000 from the line of credit they had only recently obtained through Gonzalez's bank.

143. PHS knew that a loan of only \$20,000 would not provide PHS staff the funds to use for purposes of use for the donors' restricted accounts, as PHS knew it was in a deficit at that moment of over \$11,000 and it had ongoing operating expenses to pay; outstanding invoices of over \$50,000; and there was no money available to be spent in PHS's restricted fund accounts provided by donors and grants.

144. The December 8, 2022, Board meeting minutes indicate that the last vote of the Board in that meeting was not to pay Moore-Joseph any additional compensation for her service



as both Interim Executive Director and Director of Development, stating that would be revisited after the first quarter of 2023. (See Exhibit 23)

*XIV. The December 8 Memo*

145. After the Board meeting on December 8, 2022, a memo was sent from an email address from a PHS email domain of we the organization @ pensacola humane. org, identifying generally that it came from PHS staff, volunteers, and fosters (volunteers who serve as foster parents for animals in need of a home). The memo included a request for Adcox to resign as Board President. (See Exhibit 24)

*a. Misappropriation of Funds*

146. The December 8, 2022, memo (hereinafter “December 8 Memo”) identified the first reason for the request that Adcox resign as Board President as “Misappropriation of donor and grant restricted monies: to include Pay It Forward Fund, Florida Animal Friends Grant, Louie’s Love Fund and emergency donor funds from The Talley Group.”

147. PHS, Adcox, and Sawyer knew or should have known that although PHS’s accounting ledger noted as of December 8, 2022, that there should have been restricted donor funds available for use for the donors’ restricted purposes for the Pay it Forward Fund, there was not sufficient cash available to spend the money to further the donors’ wishes and that the Board had refused to liquidate equity investments to fund the program or provide sufficient loan proceeds to allow the money to be spent for the donors’ wishes.

148. PHS, Adcox, and Sawyer knew or should have known that although PHS’s accounting ledger noted as of December 8, 2022, that there should be restricted donor funds

available for use for the donors' restricted purposes for Louie's Love Fund, there was not sufficient cash available to spend the money to further the donors' wishes and that the Board had refused to liquidate equity investments to fund the program or provide sufficient loan proceeds to allow the money to be spent for the donors' wishes.

149. PHS, Adcox, and Sawyer knew or should have known that although PHS's accounting ledger noted as of December 8, 2022, that there should be restricted donor funds available for use for the donors' restricted purposes for the Talley Group's emergency funding for vaccines, there was not sufficient cash available to spend the money to further the donor's wishes and that the Board had refused to liquidate equity investments to fund the program or provide sufficient loan proceeds to allow the money to be spent for the donors' wishes.

150. PHS, Adcox, and Sawyer knew or should have known that although PHS's accounting ledger noted as of December 8, 2022, that there should have been restricted donor funds available for use for the donors' restricted purposes for the Florida Animal Friends Grant, there was not sufficient cash available to spend the money to further the donors' wishes and that the Board had refused to liquidate equity investments to fund the program or provide sufficient loan proceeds to allow the money to be spent for the donors' wishes.

151. PHS, Adcox, and Sawyer also knew or should have known that although PHS's accounting ledger noted as of December 8, 2022, that there should have been available of restricted donor funds available for use for the donors' restricted purposes for the Florida Animal Friends Grant, the grant required that the unused funds be returned to the Florida Animal Friends Grant and there was not sufficient cash available to refund the grant.

*b. Violation of Bylaws*

152. The December 8 Memo also provided another reason that Adcox should resign as, “Violation of Bylaws: to include promising the full staff raises publicly without Board approval, offering the Executive Director position to a family friend without Executive Committee knowledge nor vote, reelection without extension vote, and violation of Conflict of Interest (Conflict of Interest board agreement below).”

153. Adcox had no authority under PHS’s Bylaws to promise staff a raise.

154. Adcox had no authority granted to him by the Board to promise staff a raise on November 10, 2022.

155. Adcox promised staff raises at a November 10, 2022, staff meeting he attended.

156. PHS, Adcox, and Sawyer know that Adcox promised the staff raises without Board approval.

157. Adcox offered the Executive Director position to Ms. Castillo, who was a family friend of Adcox, prior to the Executive Committee voting on Ms. Castillo.

158. The Executive Committee did not know that Adcox was going to offer Castillo the Executive Director position prior to Adcox doing so.

159. Adcox had no authority under PHS Bylaws or from the Board to offer Castillo a job prior to the Board or even Executive Committee voting on such an offer.

160. PHS Bylaws provide for a Board President to serve no more than a two-year term in office, unless the Board votes on an extension.

161. Adcox is currently serving his fourth consecutive term as PHS Board President.

162. No PHS Board meeting minutes note that the Board ever recognized the two-year restriction in its Bylaws or ever voted on an extension to allow Adcox to serve longer than two years as PHS Board President.

*c. Lack of Transparency*

163. The December 8 Memo also stated as a reason for Adcox to resign as, “Participation in business dealings without full transparency of conflict of interest and not disclosing during Board of Director Meetings, violating not only Conflict of Interest law but Board of Director Bylaws as well. (Bylaws below).”

164. Adcox has purchased and sold vehicles, ostensibly for PHS, without full transparency.

165. For example, Adcox sold through his used car lot a Lexus with a donor restriction even though Adcox knew that the donor had restricted its sale.

166. Adcox did not present documentation to PHS on the details of the transaction to sell the Lexus.

167. Adcox did not present documentation to PHS on the fair market value of the Lexus.

168. No other member of the PHS Board made any attempt to determine whether Adcox had obtained a fair market value for the Lexus.

169. As another example, Adcox used PHS funds to purchase a used Mercedes Sprinter van for PHS.

170. The purchase price of the used van was about \$20,000 more than its MSRP.

171. PHS Board meeting minutes note that the van was “brand new” when PHS bought it.

172. The van was not “brand new” when purchased by PHS.

173. Adcox was not even able to provide good title to the used van from his used car lot until months after PHS spent over \$61,000 to buy it.

174. Adcox did not provide to PHS staff the documentation on the purchase of the van.

175. Adcox did not present documentation to PHS on the fair market value of the van.

176. No other member of the PHS Board made any documented attempt to determine whether Adcox had obtained a fair market value for the van.

177. PHS, at least in 2022, did not identify its Board members on its website.

178. PHS, at least in 2022, did not provide its Tax Form 990s on its website.

*d. Dereliction of Fiduciary Duties*

179. The December 8 Memo also alleged as a reason for Adcox to resign as President, “Derelict of fiduciary duties: to include the control of the organization’s security holdings, the majority of which was funding left through bequests to further our mission and was gifted to be utilized when necessary.”

180. As of at least the departure of Castillo as Executive Director through December 27, 2022, no PHS employee had the authority to liquidate equity owned by PHS.

181. As of at least the departure of Castillo as Executive Director through December 27, 2022, only the PHS Board had the authority to liquidate equity owned by PHS.

182. As of at least the departure of Castillo as Executive Director through December 27, 2022, no PHS employee had the authority to pull from any line of credit obtained by the PHS Board.

183. As of at least the departure of Castillo as Executive Director through December 27, 2022, only the PHS Board had the authority to pull from any line of credit obtained by the PHS Board.

184. PHS, Adcox, and Sawyer knew that PHS was without the cash in its bank account needed to operate the organization in November and at least through December 27, 2022, to include that PHS was without the cash to use restricted donor money for its intended purposes. Yet, the Board refused to liquidate its equity investments so that the money people had donated to help the animals could actually be used to help the animals. The PHS Board refused to even provide sufficient loan money to PHS so that the money people had donated to help the animals could actually be used to help the animals.

185. PHS's equity holdings included restricted funds that could be used only for certain uses.

186. PHS's equity holdings included non-restricted funds that could be used for any purpose to the benefit of PHS.

187. PHS is not able to identify any specific donor who has ever given unrestricted money to PHS who directed that the money be held in equity and not spent to help the animals PHS serves when needed.

188. PHS's actions were in dereliction to their fiduciary duties to the restricted funds and grants provided to PHS.

*e. Inaction to Respond to Financial Crisis*

189. The December 8 Memo also alleged as a reason Adcox should resign as, "Inaction to respond to financial crisis: to include waiting a full 22 days to hold an emergency Board Meeting regarding current finances, dismissing staff with their concerns of not financially meeting payroll and owing \$50,330.13 at present in back owed invoices, allowing our bank account to go into the negative of \$11,243.12 and counting, dismissing concerns from key staff

members regarding lack of medical necessary inventory for our animals to include vaccines and life-saving medications. All of which prevents we the organization from fulfilling our mission and honoring our community whom has donated funding.”

190. On November 16, 2022, the PHS Executive Committee scheduled a “special” board meeting for December 8, 2022, to discuss “urgent financial matters.” (See Exhibit 18)

191. There are 22 days between November 16 and December 8.

192. On or about December 8, 2022, PHS, Adcox, and Sawyer had knowledge of over \$50,000 in unpaid invoices from third parties.

193. On or about December 8, 2022, the PHS Board had knowledge of PHS’s financial concerns of not meeting payroll, for which the PHS Board obtained a \$20,000 loan from a line of credit.

194. The PHS Board obtained the first line of credit loan in the history of its existence, according to one Board member, because of its current financial crisis.

195. The PHS operating account at the bank was over \$11,000 in the negative when the PHS Board put some additional cash of \$20,000 in the account from a loan.

196. Adcox and the PHS Board put only \$20,000 from the loan into the bank account even though Adcox, Sawyer, and the PHS Board knew the account was in the negative and other bills and restricted funds could still not be accessed with this little amount of money from the loan.

197. According to a Saltmarsh accounting firm report published PHS on its website and to the press, the PHS Board pulled an additional \$50,000 from the line of credit loan to fund the organization at least temporarily. The Board had not pulled the additional \$50,000 from the line of credit loan as of December 8, 2022. (See Exhibit 25)

198. The Board had not pulled the additional \$50,000 from the line of credit loan prior to terminating Moore-Joseph's employment.

199. The PHS Board did not disclose to PHS staff the terms of the line of credit loan.

200. The PHS Board did not put out to bid or compare terms for a proposed line of credit loan with any bank other than the bank for which one of the Board members, Gonzalez, was employed.

*f. Adcox's Unprofessional Behavior.*

201. The December 8 Memo also alleged that Adcox should resign from the Board due to "Unprofessional behavior, misogynistic comments, sexual innuendos, and inappropriate comments all to staff, volunteers and Board of Directors publicly and privately."

202. Adcox has made inappropriate and unprofessional comments in Board meetings.

203. Adcox has made inappropriate and unprofessional comments in Executive Committee meetings.

204. Adcox has made inappropriate and unprofessional comments to PHS staff.

205. PHS Board members were aware that Adcox has made inappropriate and unprofessional comments but nevertheless continued to elect him President, even beyond the two-year term limit as specified in its Bylaws.

*XV. PHS Sends a Retaliatory, Sham Cease and Desist Letter.*

206. The day after the December 8 Memo on December 9, 2022, the PHS Board retained an attorney, Jennifer Shoaf-Richardson, to write a letter entitled, "IMMEDIATE CEASE AND DESIST" addressed to we the organization @ Pensacola humane . org but also sent to Moore-Joseph and to third parties.



207. Richardson's December 9, 2022, letter written on behalf of PHS claimed that "several statements [in the December 8 Memo] are patently false and any publications of those statements may be considered defamatory."

208. Richardson's December 9, 2022, letter written on behalf of PHS made no attempt to identify what part of the multi-page December 8 Memo was allegedly "defamatory."

209. No part of the December 8 Memo was defamatory.

210. Richardson's December 9, 2022, letter written on behalf of PHS implied that PHS would not even investigate any claim in the December 8 Memo that PHS "knew" to be false, while the letter did not even identify what part of the Memo was allegedly false.

211. Richardson's December 9, 2022, letter written on behalf of PHS literally threatened that "defamatory statements in the press release may result in legal action" without attempting to identify what was defamatory in the December 8 Memo.

212. Richardson's December 9, 2022, letter written on behalf of PHS literally threatened "sanctions" if evidence was not preserved.

213. Richardson's December 9, 2022, letter written on behalf of PHS was a sham and act of retaliation in that it demanded that allegedly defamatory statements not be made without identifying the alleged defamatory statements.

214. Richardson's December 9, 2022, letter written on behalf of PHS was a sham and act of retaliation designed to persuade PHS employees not to object to the unlawful activity of PHS.

215. Indeed, Adcox published a statement in the press that PHS had hired Richardson's firm for the purpose to "find out who is the anonymous writer" of the December 8 Memo. (See Exhibit 26)

216. Adcox, Sawyer, and PHS knew on December 9, 2022, that the December 8 Memo included accurate statements.

217. Nevertheless, PHS sent out the retaliatory, sham December 9, 2022, letter.

*XVI. Adcox and PHS Publish Misrepresentations in the Press*

218. On December 10, 2022, individually and on behalf of PHS, Adcox published a comment on Rick's Blog website stating that PHS was "financially sound and their allegations are patently false, there has been zero misappropriations, we think it goes back to a rogue interim director who has limited knowledge...I have the bad guy as the director resigned for personal reasons, not humane related." (See Exhibit 26)

219. PHS's statement published on Rick's Blog on December 10, 2022, was knowingly or negligently false.

220. As of December 10, 2022, Adcox and PHS knew that PHS was struggling financially, knew that monies that were supposed to be available for restricted funds were not actually available, and that Castillo resigned in the midst of the Board's questions about her actions related to her employment with PHS.

221. Adcox and PHS knew Moore-Joseph was neither "rogue" nor the "bad guy."

*XVII. The Board Retaliates against Moore-Joseph*

222. On December 11, 2022, PHS gave Moore-Joseph a written memo dated December 10, 2022, that the Board conducted a "special meeting" on December 10, 2022. In the memo, the PHS Board directed that Moore-Joseph was to "hold no meetings, formally or informally, with

staff, volunteers, or donors, either in person or by telephone without at least two (2) members of the Board of Directors in attendance.” (See Exhibit 27)

223. The Board knew that Moore-Joseph could not properly conduct her job with these restrictions.

224. In the December 10, 2022, dated memo that PHS sent to Moore-Joseph on December 11, the PHS Board required Moore-Joseph to convene a “mandatory staff meeting” on December 12.

225. In the December 10, 2022, dated retaliatory memo to Moore-Joseph, the PHS Board noted Moore-Joseph had already received Richardson’s December 9, 2022, “IMMEDIATE CEASE AND DESIST” letter, but the Board was providing yet another copy to Moore-Joseph for her to “review it again” while specifically quoting a portion of Richardson’s letter that referenced legal action for defamatory statements.

226. Just as in Richardson’s December 9 letter, the PHS Board in its December 10, 2022, memo to Moore-Joseph failed to identify what it was that it considered defamatory.

227. Moore-Joseph made multiple calls to LandrumHR, PHS’s third party human resources vendor to report retaliation and seek assistance, but she was not contacted back by LandrumHR to discuss the situation.

*XVIII. Adcox and PHS Continue to Make Retaliatory Misrepresentations about Moore-Joseph.*

228. On December 12, 2022, Adcox sent an email to a PHS volunteer coordinator stating, “just thought you might like to see this doc your leader submitted to the board for approval, six times the salary increase of all employees combined, no further comment is

necessary, send out as you see fit.” Adcox attached to this email the document that Moore-Joseph had previously prepared at the Board’s request if she were to perform both the job as Executive Director and Director of Development (prior to her knowledge about PHS’s financial condition). Adcox put a handwritten bracket out next to a note of payment of \$24,000 in incentive payments on her current Director of Development position with a note stating, “Not Based on Employment Agreement (Unknown to Board).” (See Exhibit 28)

229. Adcox misrepresented in his December 12, 2022, email that the incentive payments were not based on an employment agreement and that they were unknown to the PHS Board.

230. The incentive payments Moore-Joseph received as Director of Development were paid in accordance with a signed, written agreement with PHS.

231. Adcox received in at least September 2022 a copy of the signed agreement with Moore-Joseph via a text message attachment from Castillo, on which Sawyer’s name was referenced on the text messages.

232. PHS knew about the signed agreement with Moore-Joseph because it was also signed by Castillo, and Castillo sent the signed agreement on behalf of PHS and sent a copy to Adcox and Sawyer in their capacity as Board President and Treasurer in at least September 2022.

233. Castillo texted Adcox and Sawyer about the calculations for her incentive payments, even noting that Moore-Joseph was accepting less than what she was otherwise entitled to for those incentive payments.

234. After Adcox sent the email to the volunteer coordinator in which Adcox lied about Moore-Joseph having no agreement with PHS and about the Board not knowing about Moore-Joseph’s agreement or incentive payments, the recipient of Adcox’s email expressed in a responsive email that it was inappropriate for Adcox to send her the email.

235. Adcox, on his own behalf and on behalf of PHS, doubled down on his lie by replying, “the truth really hurts doesn’t it.”

236. A few hours later, Adcox later sent an email to the volunteer coordinator making a misrepresentation that the information he had emailed to her was on PHS’s IRS Form 990s.

237. The information Adcox emailed to this person was not on PHS’s IRS Form 990s.

238. Adcox then threatened the volunteer coordinator to “be careful what you call illegal as you might indict yourself.”

239. Adcox then lied in his email to the volunteer coordinator that he had not asked her to send his email to anyone, even though his previous email to her advised her, “send out as you see fit.”

240. Adcox’s email he sent to the volunteer coordinator on behalf of the PHS Board was sent for malicious reasons to defame Moore-Joseph, retaliate against Moore-Joseph for objecting to unlawful activities by the PHS Board, and intimidate anyone from speaking the truth about PHS’s unlawful activity.

241. On December 12 and 13, 2022, Moore-Joseph reported Adcox’s inappropriate emails he sent to the volunteer coordinator in an email to the PHS Board. In the emails, Moore-Joseph objected to the PHS Board’s unlawful activity, objected to Adcox’s misrepresentations about her to others and threatening people for objecting to unlawful activity, and objected to the Board alleging that there were defamatory statements without identifying what was defamatory. (See Exhibit 28)

242. Even after Moore-Joseph objected to the Board about Adcox’s emails to the volunteer coordinator, no one at any time on behalf of the PHS Board expressed to Moore-Joseph

or to the volunteer coordinator that Adcox's emails to the volunteer coordinator were not made on behalf of the Board.

*XIX. PHS Board Admits on December 12, 2022, the Cash is Depleted and that the Board "fucked up."*

243. At the December 12, 2022, meeting demanded by the PHS Board for staff to attend, some, but not all, of the PHS Board members met with PHS staff.

244. At the December 12, 2022, meeting PHS Board member Deborah Dunlap stated:

a. "There may be some things wrong, well, welcome to a non-profit."

b. [referring to the Board] "We screwed up" and "We fucked up."

245. During the December 12, 2022, meeting, Board member Hank Gonzalez's statements at the meeting included that:

a. the Board "has been aware for a while this organization has been struggling financially," citing COVID restrictions and lack of a veterinarian as a source of revenue.

b. "We've had some challenges."

c. he inappropriately tried to put the blame on Castillo for all PHS's problems, including stating that the previous Board hire of Castillo "was not a good choice...her skill sets did not pan out."

d. the Board "was made aware there was an immediate need for cash."

e. the Board decided when it learned of the "cash crunch," that instead of selling securities that we have for a rainy day, because the market is where it is, we made the decision that we would secure a line of credit at [the bank where Gonzalez is employed] and use those funds to satisfy short-term liens.

f. Gonzalez described picking up the “phone” to put \$20,000 in the PHS bank account from a loan the previous Thursday.

g. the Board “absolutely” does not want to sell securities in a “market like this.”

h. the transfer from the loan into the PHS bank account occurred on the same day the account was in the negative by about \$11,000.

i. PHS had never borrowed money in 80 years because it had never before faced times like PHS was currently facing.

j. the accusation that there was a title issue with the Mercedes Sprinter van [purchased at Adcox’s used car lot] was “patently false.”

k. Adcox was friends with Jan Castillo’s uncle and abstained from the Board vote to hire her.

l. denied pointing to the “hear no evil, see no evil, speak no evil” monkey figurine Gonzalez had on display in his office when Moore-Joseph had previously complained to him and Adcox in his bank office about the absence of funds that should be in the bank account for the purpose of fulfilling donors’ intentions and furthering the mission of PHS to actually help the animals.

246. At the December 12, 2022, meeting with staff and some, but not all, of the PHS Board members, Sawyer’s statements included that:

a. the PHS “cash was depleted- that’s a fact and I’ve been reporting that in the Board report every month.”

b. cash has been depleted and it has not been built up.

c. she knew PHS lost a major source of funding without a veterinarian.

d. she was in contact with PHS finances “almost daily” and she knew things weren’t possibly going as they should, then denied she knew everything because she did not run the organization.

e. the line of credit loan was a PHS Board choice so as not to liquidate securities.

f. the transfer of \$20,000 from the line of credit loan was made on the same day that the PHS bank account was in the negative by about \$11,000.

g. the PHS Board had “never restricted cash” when donors provided cash for a restricted donation.

h. that if we need to pull for restricted purposes we can do that, I just need to know specifically the list and whether it is required to be in separate cash or not.

i. the “bulk” of the equity investments of PHS are designated by the Board.

247. At the December 12, 2022, meeting Moore-Joseph discussed many of her objections, including, but not limited to, that the PHS Executive Committee was previously made aware of issues including: that payroll would not be funded if something did not happen multiple times, that there was misappropriation of funds for a state grant and for restricted donor accounts for which money should have been available but was not; that donors were asking whether their funds were, listing specific funds and issues; that the Board was not supposed to put state/government restricted funds into securities where they were not used for their intended purpose; and that the Board did not inform Ms. Castillo or follow-up with Ms. Castillo regarding training she should have received for non-profit governance.

248. During the December 12, 2022, meeting, other staff, among other statements, told the Board members present about specific instances where money was not available for donor restricted fund purposes, including having to turn away emergency assistance when those funds



were supposed to be available to provide the care for animals, that Adcox specifically knew about a time when someone turned away contacted him, that a previous Executive Director was purposely cutting checks under the \$5,000 two-signature limit to avoid the requirement to get another signature, and that the Board has known they were short-handed for over a year but did nothing about it.

XX. *Adcox and PHS Repeatedly Lie to the Press.*

249. On or about December 12, 2022, Adcox, individually and on behalf of PHS, misrepresented to WEAR TV journalist Tanner Stewart for a television report that there was “zero evidence” to back up the allegations in the December 8 Memo, “[n]obody brought any evidence that this stuff is true”, the December 8 Memo allegations were “wildly false”, there was only a “bunch of name calling”-“it wasn’t anything of substance.”

250. On or about December 14, 2022, Adcox, individually and on behalf of PHS, in an interview with Pensacola News Journal journalist Tom McLaughlin, misrepresented to Mr. McLaughlin that

- a. the accusations in the December 8 Memo were “unfounded”;
- b. at a December 12, 2022, meeting of PHS, no one among the staff, volunteers, or fosters who attended the meeting would admit having anything to do with the comments in the December 8 Memo;
- c. a “rogue interim director [referring to Moore-Joseph]...may be the source” of the turmoil; and
- d. said that previous executive director [referring to Castillo] had left PHS on good terms according to what the Board knew.

XXI. *The PHS Board Falsely Accuses Moore-Joseph of Violating Something She did Not Violate.*

251. On Thursday, December 15, 2022, PHS wrote a memo to Moore-Joseph from the “Board of Directors” that “advised” Moore-Joseph that she had “been in violation of the requirement by the board that you as interim Executive Director are obligated to provide a weekly written summary of all issues, concerns, questions, and activities of PHS. This report is due no later than 8:00 a.m. each Monday before the Executive Committee conference call.” (See Exhibit 29)

252. The December 15, 2022, memo was the first time PHS informed Moore-Joseph was in violation of an alleged weekly written summary requirement.

253. The PHS Board did not even vote to assign Moore-Joseph additional duties as unpaid Interim Executive Director until its board meeting on December 8, 2022, for which Moore-Joseph obviously provided written reports to the Board because the Board had those written reports, and the minutes directly reflect discussion on those written reports. Notably, the minutes for the December 8, 2022, Board meeting note that the Board would get back to Moore-Joseph [about her complaints about alleged misappropriation of restricted funds] but said nothing about not having written reports from Moore-Joseph as the Board maliciously alleged in its December 15, 2022, memo to Moore-Joseph.

254. The December 15, 2022, memo from PHS to Moore-Joseph was retaliation for her reporting and objecting to PHS’s violations of the law.

255. In the December 15, 2022, memo, PHS demanded that Moore-Joseph in her unpaid capacity as Interim Executive Director provide by no later than the very next day a list of 25 requests for information and documents.

256. The information request, with its initial lie that Moore-Joseph was already in violation of a non-existent directive, was intended to set Moore-Joseph up for failure.

257. Moore-Joseph emailed the PHS Board on December 16, 2022, declining to continue to serve as unpaid Interim Executive Director, explaining the reasons for her doing so, to include the defamatory statements made by Adcox on behalf of PHS about her, the Board declaring her in violation of a directive not made to her and for which she was not in violation, and the Board's dismissive and retaliatory actions against her for objecting to the misappropriation of donor funds and grants. (See Exhibit 30)

258. On December 21, 2022, Moore-Joseph emailed Gonzalez that the Board had still not provided for the funding it promised for vaccines and other specialty medical foods for the animals.

XXII. *Adcox and PHS Continue Their Misrepresentations to the Press.*

259. On or about December 26, 2022, Adcox, individually and on behalf of PHS, published a report in the Pensacola News Journal as a "guest columnist." Included in Mr. Adcox's published report were the following knowingly false statements:

a. the allegations in the December 8 Memo were "completely without any factual support";

b. “weekly written reports are required of the Interim Director [referring to Moore-Joseph]. No such written reports have been received for weeks despite requests for the same. Then allegations surface of mismanagement?”;

c. the allegations in the Memo were “unsubstantiated”, “untruths”, “without a drop of support”, “blether”, and “absurdities.”

260. On or about December 29, 2022, Adcox, individually and on behalf of PHS, in an interview with InWeekly journalist Jeremy Morrison, directed Mr. Morrison to the PHS statement that PHS had not authorized the transfer of animals from PHS.

261. Contrary to PHS’s public statements, the PHS Board authorized the transfer of the animals to the other facilities.

### XXIII. *PHS Terminated Moore-Joseph’s Employment.*

262. Adcox emailed Moore-Joseph on or about December 28, 2022, with a cover message stating, “Manda, in case you did not receive this. I am forwarding the decision of the board to you.” Attached to Adcox’s email to Moore-Joseph was an unsigned letter dated December 27, 2022, terminating Moore-Joseph without identifying any specific facts to support her termination.

263. On December 29, 2022, attorney Michael Kelly wrote a letter to her on behalf of PHS accusing Moore-Joseph of making defamatory statements about PHS without even attempting to identify what those alleged defamatory statements were. (See Exhibit 31)

264. Kelly’s letter to Moore-Joseph stated that while “PHS fully supports free speech and your right to a platform,” PHS demanded that she remove any and all defamatory content

from social media and cease making “defamatory statements regarding PHS and board members/employees.”

265. However, Kelly’s letter did not make any attempt to identify what the allegedly defamatory content consisted of. Kelly’s letter threatened legal action against Moore-Joseph for the unidentified defamatory statements and threatened attorneys’ fees against her even though attorneys’ fees are not available in a defamation lawsuit in Florida.

266. PHS’s letter to Moore-Joseph from Kelly was a sham intended to further retaliate against her for her objections to PHS’s unlawful activity and an effort to squelch any other PHS employee from reporting PHS’s unlawful activity.

*XXIV. PHS Continues to Publish False Statements.*

267. On or about January 9, 2023, PHS sent an email to foster animal volunteers falsely stating that the “Board did not order or authorize the shutdown of the shelter or the transfer of the animals. This was done entirely without our knowledge or consent, we did not know about it until it had happened...” (See Exhibit 32)

268. Subsequently, the Santa Rosa County Animal Shelter Fosters published on Facebook a written note that a “formal written confirmation was obtained from the Pensacola Humane Society Board President authorizing this transfer [of cats from PHS] and we began the process of contacting each foster parent to come up with individualized plans for all the foster animals...” (See Exhibit 33)

269. By information and belief, PHS’s Board also authorized the Escambia County animal shelter to accept transfers of animals from PHS.

270. On or about January 10, 2023, Adcox sent out an email to many people, including people not on the Board, where he claimed that his analysis of the missing restricted funds added up to “probably less than this gross amount of \$37,657”, although Adcox falsely treated the donated Lexus as not being restricted from sale by the donor contrary to even PHS Board minutes; falsely claimed that Mr. Talley’s \$5,000 for vaccines should not count because it was “never booked by acting ED” when Adcox knew that Moore-Joseph had repeatedly complained that the \$5,000 donation was gone when it hit the bank account due to outstanding checks and operating expense autopayments hooked to the account; and misstated the terms of grants. Even with his false statements, Adcox’s own analysis was unable to account for the missing restricted funds, despite his multiple lies to the press made on behalf of PHS. (See Exhibit 34)

271. On or about February 23, 2023, PHS published on its website and sent to local press a letter from PHS attorney Michael Kelly, accompanied by a Saltmarsh accounting firm report entitled, “Agreed-Upon Procedures Report.” As a part of the Saltmarsh report, Adcox and Sawyer, individually and on behalf of PHS, on February 22, 2023, signed an attestation in which, among other representations,

a. they acknowledged that they were responsible for providing the documentation and supporting information for completing the Saltmarsh report and that they “have provided [Saltmarsh] with all relevant information and access under the terms of our agreement”;

b. they “have disclosed to [Saltmarsh] all known matters relating to transactions occurring from January 1, 2021 through December 31, 2022”;

c. they “have disclosed to [Saltmarsh] any communications from...others affecting the transactions occurring from January 1, 2021 through December 31, 2022”; and

d. they were “not aware of any material misstatements in the information provided which was used in the agreed-upon procedures.”

272. The statements published by PHS on their website and sent to the press that PHS had provided and disclosed all relevant information and communications to Saltmarsh were false.

273. PHS, Adcox, and Sawyer misled Saltmarsh for the purpose of presenting falsehoods to the press and others to defame and retaliate against Moore-Joseph.

274. For example, PHS, Adcox, and Sawyer failed to provide the information to Saltmarsh that Adcox and PHS sold a Lexus that a donor had donated with a restriction that it not be sold. PHS, Adcox, and Sawyer failed to provide the information to Saltmarsh that PHS sold the Lexus without permission from the donor through a used car lot owned by a business of which Adcox was an owner. Additionally, Adcox may have sold or agreed to sell the Lexus at his used car lot prior to even getting permission from the PHS Board.

275. As another example, PHS, Adcox, and Sawyer failed to provide the information to Saltmarsh that the Mercedes Sprinter van referenced in Saltmarsh’s report by information and belief was sold to PHS through Adcox’s used car lot without good title, such that PHS did not even have title until months after its purchase of the used vehicle for about \$20,000 over its MSRP when originally sold.

276. As another example, PHS, Adcox, and Sawyer intentionally avoided having Saltmarsh review restricted donor funds when the funds donated were less than \$5,000 so that PHS could avoid a report showing that despite the accounting ledger indicating the availability of funds to spend on restricted donors’ purposes, there were not actually funds available to spend for the restricted donors’ purposes.

277. As another example, the Saltmarsh report included a statement that PHS provided to Saltmarsh an unsigned incentive plan for Moore-Joseph, that there was no bonus payment discussed with the PHS Board in meeting minutes, that no action was taken by the PHS Board to “approve the proposed incentive program”, and that “it appears these bonuses were paid without the knowledge and/or approval of the Board of Directors or the Board Treasurer [Sawyer].”

278. PHS, Adcox, and Sawyer’s statements to Saltmarsh about Moore-Josephs’ incentive plan, which PHS published on its website and presented to the press, were false.

279. The Board meeting minutes reflect that the Board was leaving Moore-Josephs’ incentive plan to management (not the PHS Board). At the PHS Board meeting on April 28, 2022, held at the Pensacola Yacht Club, the Board minutes note that the “Development Director Compensation Committee” suggests that “we move this [compensation of Moore-Joseph] to a management decision rather than the board. They have drawn up a document for Jan [Castillo] to sign and administer.”

280. Moreover, Adcox and other Board members directly received via text the incentive plan signed by Moore-Joseph and then-Executive Director Jan Castillo. Adcox and the Board received details on the bonus payments and the reasoning for the bonus payments in texts and emails.

281. PHS, Adcox, and Sawyer’s misrepresentations to and concealment from Saltmarsh were made with the purpose to retaliate against Moore-Joseph and defame Moore-Joseph.

282. PHS, Adcox, and Sawyer intentionally further chose not to ask Saltmarsh for a *forensic* accounting audit to avoid the results of such a forensic audit.



283. However, PHS published the Saltmarsh report with a cover letter from Kelly that implied that Saltmarsh had done more than the limited review that PHS asked Saltmarsh to conduct, and without disclosing that PHS had made misrepresentations to Saltmarsh and PHS had concealed information from Saltmarsh.

**COUNT 1 – DEFAMATION AGAINST PHS, ADCOX, and SAWYER**

284. Moore-Joseph re-alleges paragraphs 1-284 above.

285. Adcox, Sawyer, and PHS published false and defamatory statements to third parties knowingly or at least negligently, for which Moore-Joseph has sustained actual damages, to include, but not limited to, loss of earnings due to reputational damage, loss of future earning capacity and ongoing ability to make money, loss of business and economic opportunities, and emotional distress.

286. Adcox, Sawyer, and PHS published statements knowingly or at least negligently, to third parties to create the false impression that Moore-Joseph was lacking integrity and competence in regard to her employment with a non-profit organization.

287. By publishing Kelly’s letter and the Saltmarsh report, PHS acted to imply that Moore-Joseph had accepted incentive payments to which she was not entitled from a non-profit organization for which she worked, and that her claims about PHS were totally lacking in any truth.

288. Although Moore-Joseph has sustained and seeks actual damages due to this defamation against her, PHS, Adcox, and Sawyer committed defamation “per se” because their defamatory statements tend to subject Moore-Joseph to hatred, distrust, ridicule, contempt, or disgrace; or it tends to injure Moore-Joseph in her trade or profession.

WHEREFORE, Moore-Joseph seeks damages against PHS, Adcox, and Sawyer for defamation, court costs, and such other and further relief as the Court deems proper.

**COUNT 2 – WHISTLEBLOWER RETALIATION AGAINST PHS**

289. Moore-Joseph re-alleges paragraphs 1-284 above.

290. The Florida Whistleblower Act, Fla. Stat. 448.102(3) (“FWA”), protects employees of private employers from retaliation for objecting to an activity, policy, or practice of their employer which is in violation of a law, rule, or regulation.

291. Moore-Joseph engaged in protected activity under the FWA when she objected to PHS’s misappropriation of restricted donor funds and grants.

292. Florida has adopted the Uniform Prudent Management of Institutional Funds Act, Fla. Stat. 617.2104, which, among other requirements, required PHS to comply with its donors’ restrictions placed on donations unless the donor consents in a record to the use of the funds for a different use; unless the donor’s consent cannot be obtained by reason of the donor’s death, disability, unavailability, or impossibility of identification of the donor under specified conditions; PHS gives notice to the Attorney General under specified conditions; or PHS applies for a modification to the applicable circuit court and provides notice to the Attorney General under specified conditions.

293. Florida’s Uniform Prudent Management of Institutional Funds Act further required PHS to consider the intent of a donor in managing and investing a fund, including the charitable purpose of PHS and the purposes of the fund.

294. PHS was legally required to comply with the terms of the grants it obtained.

295. PHS violated the law in regard to its misappropriation of restricted donors' funds, its failure to comply with the requirements of grants it received, and its refusal to sell or otherwise properly manage its equity holdings and funds or loans so that its restricted donors' funds were actually available to be used for their restricted purposes.

296. Moore-Joseph objected to PHS's misappropriation of restricted donor funds and grants.

297. Moore-Joseph objected to Adcox and Gonzalez's encouragement for her to violate the National Labor Relations Act.

298. Moore-Joseph engaged in protected activity under the FWA when she objected to PHS violating the National Labor Relations Act.

299. PHS defamed Moore-Joseph to the press and others as described in Count 1 of this Counterclaim.

300. Defamation is a violation of law.

301. Moore-Joseph engaged in protected activity under the FWA when she objected to PHS's defaming her to the press and others.

302. Moore-Joseph engaged in protected activity under the FWA when she objected to the PHS Board violating their fiduciary duty to PHS.

303. In retaliation for Moore-Joseph's objections to PHS's violations of the law, PHS repeatedly lied about her to co-employees and the public, failed to compensate her fairly, put unreasonable restrictions on her ability to do the job, and terminated her employment.

304. As a direct result of PHS's retaliatory actions, Moore-Joseph has suffered and continues to suffer damages, including past and future lost wages and benefits, mental and emotional distress including physical symptoms, and other non-monetary damages.

305. If Plaintiff is the prevailing party in this action, she will be entitled to her reasonable attorneys' fees, court costs, and expenses under the FWA.

WHEREFORE, Plaintiff, Amanda Moore-Joseph, demands judgment against Defendant, Humane Society of Pensacola, Inc., for violation of the FWA, including:

- (a) An injunction restraining continued violation of the FWA;
- (b) Compensation for lost wages, benefits, and other remuneration;
- (c) Any other compensatory damages allowable at law, including damages for mental and emotional distress;
- (d) Reinstatement of employment and benefits;
- (e) Attorneys' fees, court costs, and expenses; and
- (f) Any other relief this Court deems appropriate.

*/s/ Russell F. Van Sickle*  
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Attorneys for Defendant/CounterPlaintiff,  
Amanda Moore-Joseph

\* \* \* \* \*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-filing and electronic mail to the individual listed below this the 13th day of March, 2023.

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*/s/ Russell F. Van Sickle*  
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