

IN THE CIRCUIT COURT
EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR
BREVARD COUNTY, FLORIDA

RODNEY RYAN,

Plaintiff,

vs.

Case No. 2015 CA 044013

ODYSSEY CHARTER SCHOOL, INC.,
a Florida not-for profit corporation,
and CONSTANCE ORTIZ,
a natural person,

Defendants.

_____ /

AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

COMES NOW the Plaintiff, Dr. Rodney Ryan (" Dr. Ryan"), by and through his undersigned counsel, and files this Amended Complaint, against the Defendants, Odyssey Charter School, Inc., a Florida not-for profit corporation ("Odyssey"), and Constance Ortiz, a natural person ("Ortiz"), and alleges:

GENERAL ALLEGATIONS

1. This is an action for damages, that, exclusive of interest, court costs, and attorney's fees, exceed \$15,000.00, and for relief under Section 119, Florida Statutes.
2. This Court has jurisdiction over the subject matter of this action and personal jurisdiction over the Defendants.
3. Venue is proper in Brevard County Florida because the Defendants, at all times material hereto, resided and/or operated a business in Brevard County Florida and the cause of action

originated in Brevard County Florida.

4. Dr. Ryan is a natural person who resides in Leon County Florida.
5. Odyssey is a Florida not-for-profit corporation, which at all times material hereto operated a charter school in Brevard County Florida.
6. As a charter school, Odyssey is subject to Chapter 119, Florida Statutes.
7. Ortiz is, and at all times material hereto was, a natural person residing and/or operating a business in Brevard County Florida.
8. At all times material hereto, Ortiz was the Executive Manager of Odyssey.
9. At all times material hereto, Odyssey had an agreement with Green Apple School Management, LLC, a Florida limited liability company ("GA"), pursuant to which GA was providing consulting advice to Odyssey.
10. GA is an entity owned and controlled by Ortiz.
11. At all times material hereto, Mr. Paul Stich ("Stich") was an individual employed by Ortiz, through GA, to provide consulting services to Odyssey.
12. Ortiz operated GA to provide the appearance that Odyssey was receiving consulting services through a third party while actually using GA and Stich as her instruments to allow her to dictate the operations of Odyssey.
13. As the owner of GA, Ortiz was receiving compensation from Odyssey other than that paid to her as the Executive Manager.
14. Stich operated only at Ortiz's direction and not independently, as was indicated to Dr. Ryan prior to his acceptance of the position as Principal of Odyssey's school.
15. Prior to hiring Dr. Ryan as Principal of Odyssey, Ortiz and other parties acting on

behalf of Odyssey actively recruited Dr. Ryan, and promised Dr. Ryan that they were looking for a long-term principal.

16. Ortiz and Stich also promised Dr. Ryan, among other things, that he would be in control of the operation of the school in a manner consistent with authority of a normal school principal.

17. At the time they made these statements, Ortiz and Stich had no intention of keeping Dr. Ryan as the school's long-term principal or allowing him the opportunity to operate the school based on his decisions, as would an ordinary principal.

18. Based on their representations, Dr. Ryan entered into the employment contract (the "Agreement") a true copy of which is attached as Exhibit A, hereto.

19. Almost immediately upon Dr. Ryan's commencement of his employment, Ortiz informed him that she and Stich would be making all decisions concerning the school and he was not to take any actions without her approval, directly or through Stich.

20. In practice, Stich was Ortiz's agent.

21. Odyssey hired Dr. Ryan to use his credentials to build the school's reputation and attractiveness to parents of potential students.

22. Odyssey, however, refused to allow Dr. Ryan to use his expertise to operate the school based on his directions, as promised to induce him into accepting the position as Principal.

23. Once the school year began and students were enrolled, Ortiz began her plan to terminate Dr. Ryan as soon as possible.

24. By refusing to allow Dr. Ryan to manage the school properly, Odyssey was in essence having the school managed by uncertified and unqualified individuals.

25. At all times material hereto Ortiz was not credentialed or qualified to act as a principal of a primary or secondary school.

26. To induce the Odyssey board of directors to terminate Dr. Ryan, Ortiz and Stich at Ortiz's instruction, made untrue statements regarding Dr. Ryan's performance, including, but not limited to, falsely reporting his attendance during normal school hours.

27. Ortiz and Stich also made untrue statements to Odyssey's faculty and staff, which statements undermined Dr. Ryan's status with the faculty and staff and damaged his representation.

28. The extent of the false statements made to the Odyssey board and to other faculty and staff is not known at this time because Odyssey refused to provide documents requested in response to public records requests.

29. At the time they made the statements, Ortiz and Stich knew the statements were false.

30. Ortiz and Stich made the statements with the intent to damage Dr. Ryan's reputation and cause the Odyssey board of directors to terminate him.

31. Odyssey had a regular practice of hiring qualified and well-credentialed administration and faculty to boost the school's attractiveness to the parents of potential students and then terminating said employees once their credentials could be used for marketing purposes.

32. Dr. Ryan has had to retain attorneys to represent him in this matter and he is obligated to compensate said attorneys for their services.

33. The Agreement requires that Odyssey pay Dr. Ryan his costs and attorney's fees in filing and prosecuting this action.

34. Dr. Ryan is entitled to have this cause tried before a jury and hereby demands a jury trial in this cause.

COUNT I - CHAPTER 119 VIOLATION

35. The allegations contained in paragraphs 1, through 34, above, are incorporated herein by reference as if restated in their entirety.

36. This is an action for access to public records under Chapter 119, Florida Statutes.

37. On or about February 24, 2014, Dr. Ryan, through counsel, sent Odyssey, through its counsel, a request to review records under Section 119.07, Florida Statutes (the "Request"). A copy of the Request is attached as Exhibit B hereto and incorporated herein by reference.

38. Odyssey refused to produce the records requested. After Odysseys counsel was prodded, said counsel provided the response attached as Exhibit C hereto (the "Response").

39. The Response claims that it would cost Odyssey an estimated \$612,000, to produce the requested records.

40. Said claim is unfounded. Most of the correspondence requested can be determined by a simple E-mail search for Dr. Ryan's name. Dr. Ryan's counsel offered to perform this task himself but said request was denied.

41. It would cost nothing for Odyssey to allow Dr. Ryan and his counsel access to the records contained within the Request; Odyssey created the costs for the sole purpose of denying Dr. Ryan and his counsel access to the subject records.

42. Odyssey refused to produce the subject records because they would demonstrate (i) Odyssey's history of using the credentials of administration and staff that they never intended to employ on a long-term basis, (ii) the intent of Odyssey, through Ortiz and Stich, to induce Dr. Ryan to accept their offer of employment with false promises, (iii) the failure of Odyssey's board of directors to properly review allegations made against Dr. Ryan, in accordance with normal operation

of a school, and (iv) Odyssey's practice of allowing an unqualified person to determine school policy and procedures, using the principal only as a figurehead.

43. The Response, delivered more than 30 days after the request was made, was in violation of the requirement of Section 119(c), Florida Statutes, to respond in good faith.

44. Odyssey's failure to provide access to the subject records has required the filing of this action.

45. Pursuant to Section 119.11, Florida Statutes, Dr. Ryan is entitled to an expedited hearing on this issue.

46. Dr. Ryan has incurred attorney's fees and costs in having to bring this matter before the Court and is entitled to recover said attorney's fees and costs pursuant to Section 119.12, Florida Statutes.

WHEREFORE, Dr. Ryan respectfully demands that this Honorable Court (i) order Odyssey to allow Dr. Ryan and his counsel access to the records contained within the Request, (ii) require Odyssey to pay Dr. Ryan's costs and attorney's fees incurred in having to bring this matter before the Court, and (iii) grant such other relief as is necessary to ensure Dr. Ryan receives justice.

COUNT II - WRONGFUL TERMINATION

47. The allegations contained in paragraphs 1, through 34, above, are incorporated herein by reference as if restated in their entirety.

48. On October 2, 2013, Odyssey's board of directors voted to terminate Dr. Ryan's employment.

49. Said board owed Dr. Ryan a duty of fair dealing and due process.

50. Said termination was before the end of the term contained within the Agreement.

51. Said termination was wrongful, notwithstanding the terms of the Agreement, because it was done outside of normal business practices and without proper investigation into the allegations of misconduct.

52. Moreover, said termination was the result of Odyssey's pre-contract decision to induce Dr. Ryan into employment and then terminate him shortly after the school year began.

53. Said termination also was inconsistent with Odyssey's normal practice for termination of employees.

54. The wrongful termination was the direct and proximate cause of damages to Dr. Ryan in that he lost the benefit of his employment reflected in the Agreement and suffered damage to his reputation.

WHEREFORE, Dr. Ryan respectfully demands that this Honorable Court enter judgment in his favor against Odyssey for damages, costs, interest, attorneys' fees, and such other relief as is necessary to ensure Dr. Ryan receives justice,

COUNT III - FRAUDULENT INDUCEMENT

55. The allegations contained in paragraphs 1, through 34, above, are incorporated herein by reference as if restated in their entirety.

56. Odyssey, Ortiz, and Stich made representations to Dr. Ryan to induce Dr. Ryan to accept Odyssey's offer of employment.

57. At the time of making said representations, Odyssey had no intention of fulfilling its promises to Dr. Ryan.

58. Said misrepresentations were made to induce Dr. Ryan to accept employment with Odyssey.

59. Said representations concerned, among other things, Dr. Ryan's power to manage the school and implementation of his educational plan.

60. Dr. Ryan relied on Odyssey's representations in accepting its offer of employment and moved to Brevard County based on the representations.

61. Shortly after his employment began, Odyssey refused to allow Dr. Ryan to manage the school in a manner consistent with normal principal duties.

62. Instead, Odyssey vested the power to manage the school in Ortiz, an unqualified and uncertified individual.

63. Ryan has been damaged as a result of the fraudulent inducement in the loss of income, benefits and other remuneration from employment reflected in the Agreement and the cost of moving to Brevard County Florida.

WHEREFORE, Dr. Ryan respectfully demands that this Honorable Court enter judgment in his favor against Odyssey and Ortiz for damages, costs, interest, attorneys' fees, and such other relief as is necessary to ensure Dr. Ryan receives justice.

COUNT IV - DEFAMATION

64. The allegations contained in paragraphs 1, through 34, and 37, above, are incorporated herein by reference as if restated in their entirety.

65. After Dr. Ryan began employment under the terms of the Agreement, Ortiz and Stich, acting as Ortiz's agent, began making false statements about Dr. Ryan, claiming that he was not properly attending to his duties and otherwise unfit to be the principal of the school.

66. Said statements were both written and oral, but Dr. Ryan has been unable to obtain the written statements because Odyssey refused the Request.


67. Said false statements were made with the intent to cause Dr. Ryan damages, including but not limited to, termination of his employment with Odyssey and defamation to his character.

68. Said false statements were made to Odyssey's board of directors, faculty and staff, among possible other parties.

69. Said false statements were the direct and proximate cause of damages suffered by Dr. Ryan, including but not limited to his loss of employment and damage to his reputation.

WHEREFORE, Dr. Ryan respectfully demands that this Honorable Court enter judgment in his favor against Ortiz for damages, costs, interest, and such other relief as is necessary to ensure Dr. Ryan receives justice.

DuCHEMIN LAW & MEDIATION

By: 
Robert A. DuChemin, Sr.
Florida Bar No. 722420
123 Zelma Street
Orlando, Florida 32803
407-425-3000
robert@ducheminlaw.com
Attorney for Plaintiff

PRINCIPAL EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (this "Agreement") is entered into as of the **1st day of July, 2013**, between **ODYSSEY CHARTER SCHOOL, INC.**, a Florida non-profit corporation (the "Charter School"), and **Rodney Ryan**, an individual (the "Employee").

1. Employment. The Charter School hereby employs the Employee for the position of Principal, and the Employee hereby accepts employment, upon the terms and conditions hereinafter set forth. Employee represents he is duly certified and qualified to perform as a principal in the State of Florida. Employee acknowledges and understands he is an employee of the Charter School through an employee-leasing agreement between the Charter School and ADP TotalSource. Employee agrees to perform his duties under this Agreement in accordance with the rules and regulations that are set by the Charter School, the School Board of Brevard County, Florida, and the State of Florida (which includes meeting the principal leadership standards approved by the State Board of Education).

2. Duties During Employment Period. The Employee shall perform his duties to the best of his ability, to carry out the philosophy and objectives of the Charter School, to support and exemplify loyalty to the Charter School, and to refrain from any action, which would reflect negatively on the Charter School, or be detrimental to its doctrines and policies. The duties of the Employee shall be subject to the direction and authority of the Board of Directors of the Charter School and Employee shall perform all duties as described in Exhibit A and as may be required by the Board of Directors.

- a. Employee understands and agrees that the Employee will perform essential administrative and managerial duties as required by the Charter School and other such non-essential duties expressed and unspecified which are related to the day to day management of the Charter School as directed by the Board of Directors and as from time to time may be required.
- b. Employee understands and agrees that a requirement of employment is to maintain the proper certification or license for the Employee's position as required by law and/or the policies of the Charter School.
- c. Employee understands and agrees that a requirement of employment is to submit to any and all criminal, background, financial and/or drug checks that the Charter School deems necessary. This may include, but not be limited to, drug screening, fingerprinting and credit agency reports. If, in the sole discretion of the Charter School any results of any of said tests and/or checks are not satisfactory, the Charter School may immediately terminate this Agreement.
- d. Employee agrees to abide by the policies, programs and benefits as set forth by the Charter School and ADP TotalSource and as further stated in the Charter School Employee Handbook, which is subject to change at the discretion of the Board of Directors.
- e. Employee agrees to commit to the school's mission and vision and to model behaviors aligned with the essential elements to include the Montessori Philosophy, Nutrition Education (Wellness Policy), Professional Learning Communities, and the Positive Discipline in the Classroom program.

3. Term. The Charter School and the Employee agree that the Employee shall be employed at-will for a term of one year beginning July 1, 2013 and ending June 30, 2014, subject to the termination provisions and other terms of this Agreement set forth more fully herein. The Employee agrees that the working calendar will be consistent with the Odyssey Charter School, Inc. 11-month calendar.

4. Compensation and Benefits. For all services rendered by the Employee pursuant to the terms of this Agreement and in consideration of the execution of this Agreement by the Employee, the Charter School shall pay the Employee the equivalent of \$84,000 annually which pro-rata portion shall be paid on a regular basis in accordance with the Charter School's customary payroll practices. Employee shall receive benefits as stated in the Employee Handbook. In addition, Employee shall be entitled to the following benefits:

- a. The Principal will work an 11-month calendar (attached).
- b. The Principal is entitled to eleven (11) personal/sick days.
- c. Paid holidays congruent with Brevard County Public Schools holidays paid to eleven (11) month employees.
- d. The Principal is provided with benefits in accordance with the School's Employee Handbook which includes Health, Dental, Vision, Basic Life and Long-Term Disability Insurance, a retirement plan, a Short-Term Disability Plan and/or Life Insurance Plan, as made available by ADP TotalSource. In addition, the Charter School's Board of Directors at its discretion may elect to reimburse the Employee for tuition and fees required for certification and/or continuing education.

5. Outside Employment. Employee agrees that while employed by the Charter School, the Employee will not accept any offer of employment which would restrict or limit Employee's ability to perform the Employee's duties as an employee of the Charter School. The Employee will advise the Board of Directors of any other engagement accepted by the Employee, regardless of the nature or scope of such engagement. Nothing in this Section 5 shall in any way restrict Employee's right to engage in community activities, volunteer efforts or other similar activities which do not interfere with the performance of Employee's duties as an employee of the Charter School.

6. Amendment. If any provision of this Agreement is deemed to be in violation of or insufficient in regard to the laws governing charter schools as a result of a change in the laws resulting from legislation approved and enacted during the term of this Agreement, then this Agreement shall be deemed to comply with the changes in the law.

7. Performance Evaluations. The Board of Directors may, at the option of the Board of Directors, conduct a mid-year and/or end-year performance evaluation of the Employee. The evaluation process utilized by the Board of Directors shall be at the sole discretion of the Board of Directors.

8. Termination. Employee agrees and understands that the employment relationship is at-will; employment may be terminated at any time by the Charter School, for any reason or for no reason, with or without notice. Employment may be terminated at any time by the Employee with thirty (30) days' notice. In the event of termination Employee will be paid only through Employee's last day of work at the School.

9. Return of Documents and Property. The Employee agrees that upon the termination of his employment with the Charter School for any reason, the Employee shall return to the Charter School all personal property and documents pertaining to any transactions handled by the Employee while associated with the Charter School, including, but not limited to, keys, laptop computers, computer passwords and other Charter School equipment, documents, records, lesson plans, student grades and portfolios. The Employee acknowledges and agrees that the Charter School's remedy at law for a breach or threatened breach of any of the provisions of this Paragraph would be inadequate and the breach shall be per se deemed as causing irreparable harm. In recognition of this fact, in the event of a breach by the Employee of any of the provisions of Paragraph 9, the Employee agrees that, in addition to the Charter School's remedy at law, including but not limited to monetary damages, all rights of the Employee to payment or otherwise under this Agreement and all amounts then or thereafter due the Employee from the Charter School under this Agreement may be terminated and the Charter School, may be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available to the Charter School. In addition, any costs incurred by the Charter School to replace documents or property not returned to the Charter School upon demand shall be deducted from any monies due and owing to the Employee including, but not limited to, Employee's final paycheck. This Paragraph shall survive the termination of this Agreement.

10. Notices. Any notice required to be given under the terms of this Agreement shall be sufficient if in writing and if sent postage prepaid by registered or certified mail, return receipt requested; by overnight delivery; or by courier, in the case of the Employee to the Employee's last place of residence as shown on the records of the Charter School, or in the case of the Charter School to the Chair of the Board of Directors or such other place as the Board of Directors may designate.

11. Waiver. Unless agreed in writing, the failure of either party, at any time, to require performance by the other of any provisions hereunder shall not affect its right thereafter to enforce the same, nor shall a waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any other preceding or succeeding breach of any term or provision of this Agreement.

12. Complete Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the contents hereof and supersedes all prior agreements and understandings between the parties with respect to such matters, whether written or oral.

13. Assignment. This Agreement shall not be assignable by the Employee.

14. Governing Law. The parties agree that the Agreement shall be deemed made and entered into in the State of Florida and shall be governed and construed under and in accordance with the laws of the State of Florida.

15. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

16. Venue. Charter School and Employee acknowledge and agree that the courts in and for in and for Brevard County, Florida, shall be the venue and exclusive proper forum in which to adjudicate any case or controversy arising either, directly or indirectly, under or in connection with this Agreement.

17. Enforcement Costs. In the event of any controversy arising under or relating to the interpretation or implementation of this Agreement or any breach thereof, the prevailing party shall be entitled to recover all court costs, expenses, and reasonable attorneys' fees (including, without limitation, all pre-trial, trial and appellate proceedings) incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

The Employee acknowledges that he has read all or the terms of this Agreement and has had adequate time to have this Agreement reviewed by counsel, and agrees to abide by its terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ODYSSEY CHARTER SCHOOL, INC.

By: _____

Name: _____

Title: _____

Date: _____

RODNEY RYAN

Date: _____

EXHIBIT A

ODYSSEY CHARTER SCHOOL, INC.

PRINCIPAL DUTIES AND RESPONSIBILITIES

The Charter School Principal shall:

- a. Carry out the philosophy and goals as established by the Charter School's Charter and the School Improvement Plan.
- b. Create, develop, and implement curriculum, goals, and objectives for the Charter School.
- c. Manage the Charter School budget and work within the budget guidelines set forth each year by the Charter School's Board of Directors.
- d. Direct public relations and publicity activities to promote the Charter School and to recruit and enroll students.
- e. Prepare registration materials, organize classes, and create and maintain student schedules.
- f. Prepare and be responsible for any and all summer programs.
- g. Prepare Charter School brochures, calendars, parent letters and manuals, and teacher manuals.
- h. Maintain a safe learning environment.
- i. Arrange for fire drills and other safety preparations as prescribed by the Charter School's Critical Incident Response procedures.
- j. Manage and execute Charter School policies, including the Student Code of Conduct.
- k. Take part in interviewing, hiring, and discharging faculty.
- l. Hold faculty meetings on a regular basis.
- m. Conduct staff observations on a regular basis and teacher evaluations at least twice a year.
- n. Ensure that the Charter School is compliant with required staff certification.
- o. Assure the continuing professional development of teachers by encouraging and providing incentives for faculty to attend seminars aimed at professional growth and maintenance of licenses and certifications.
- p. Attend and demonstrate support for Charter School-sponsored events.

- q. Supervise Charter School-sanctioned fundraising and events along with the parents.
- r. Work with community resources to create meaningful partnerships for the Charter School.
- s. Ensure effective management of the Charter School's internal account in accordance with guidelines and procedures set forth by the School.
- t. Prepare for and comply with FTE, ESOL, and ESE audit requirements.
- u. Prepare for compliance audits performed by the School Board of Brevard County.
- v. Supervise writing and distribution of student evaluations by keeping portfolios on each student to demonstrate each individual child's progress throughout the year.
- w. Provide written academic year-end reports on the accomplishments of the Charter School and make recommendations for the next year according to standards set forth by the Charter School's Charter and the School Board of Brevard County.
- x. All other duties associated with this position, as prescribed by the Board of Directors.



Telephone: 407-425-3000

123 Zelma Street, Orlando, Florida 32803

Telecopier: 407-425-0039

February 24, 2015

Via E-mail and U.S. Mail

Ms. Ajda M. Nguyen
Jackson Lewis P.C.
390 North Orange Avenue
Suite 1285
Orlando, Florida 32801

Re: Dr. Rodney Ryan vs. Odyssey Charter School, Inc.,
Et al

Dear Mrs. Nguyen:

This letter is one of two letters I am sending you today regarding the above-referenced matter. I have been out of the office for medical reasons most of the past year, which has been the cause of our delay in pursuing this matter. The other letter contains settlement discussions, which is why I am sending two letters; so as not to invade the confidentiality of that topic if we need to introduce this letter in litigation to compel production of public records.

At this time, pursuant to Chapter 119, Florida Statutes, please have your clients produce for inspection the following:

1. All letters, notes, E-mail communications, and other communications, including records of communications, by and between any director, officer, and/or faculty and the Odyssey Charter School, Inc. ("Odyssey"), regarding the employment of any principal, vice-principal, administrator, and/or other administration position, including communications about and with any and all potential candidates for any such position, from January 1, 2008, through the date of your response to this request.
2. All letters, notes, E-mail communications, and other communications, including records of communications, by and among the board of directors of Odyssey from January 1, 2010, through the date of your response to this request. This request includes every communication between the directors on any topic, formal or informal, during such time period.
3. All letters, notes, E-mail communications, and other communications, including records of communications, among any and all of Odyssey's corporate officers and between any officer or other administrator and/or the board of directors from January 1, 2008, through the date

Ms. Ajda M. Nguyen
February 24, 2015
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of your response to this request. This request includes every communication on any topic, formal or informal, during such time period.

4. Any and all agreements or other documents concerning the compensation and/or employment of any of Odyssey's corporate officers, directors, principals, school administrators, and/or other school officials from January 1, 2008 through the date of your response to this request.

5. All profit and loss statements, tax returns, records of distributions and/or any and all payments to shareholders, and/or other documents concerning the financial affairs of Odyssey from January 1, 2008, through the date of your response to this request.

To the extent that any requested documents have not been maintained as required by Section 119.021, Florida Statutes, provide an explanation of the basis for Odyssey's failure to comply with the statutory requirements. To the extent that any requested documents have been transferred or destroyed in accordance with Section 257.36, Florida Statutes, or otherwise, provide a list of all such documents destroyed and/or transferred, the dates of destruction or transfer and the person who instructed that the documents be transferred or destroyed.

We would like to review the public records on March 12, 2015, at Odyssey's offices if that is convenient. Otherwise, please let me know.

In addition to the above, I am requesting within thirty (30) days, as required by Section 627.4137, Florida Statutes, a statement, under oath, of a claims manager or superintendent setting forth the following information with regard to each policy of insurance covering Odyssey Charter School, Inc., including excess or umbrella insurance:

- (a) The name of the insurer.
- (b) The name of each insured.
- (c) The limits of the liability coverage.
- (d) A statement of any policy or coverage defense that such insurer reasonably believes is available to such insurer at the time of filing the statement.
- (e) A copy of the policy.

We will expect the insurance information no later than thirty (30) days from the date of this letter. If you have any questions, please let me know. Thank you.

Sincerely,



Robert A. DuChemin, Sr.

RAD/nu
cc: Dr. Ryan





Representing Management Exclusively in Workplace Law and Related Litigation

Jackson Lewis P.C. 390 North Orange Avenue Suite 1285 Orlando, Florida 32801 Tel 407 246-8440 Fax 407 246-8442 www.jacksonlewis.com	ALBANY, NY ALBUQUERQUE, NM ATLANTA, GA AUSTIN, TX BALTIMORE, MD BIRMINGHAM, AL BOSTON, MA CHICAGO, IL CINCINNATI, OH CLEVELAND, OH DALLAS, TX DAYTON, OH DENVER, CO DETROIT, MI	GRAND RAPIDS, MI GREENVILLE, SC HARTFORD, CT HOUSTON, TX INDIANAPOLIS, IN JACKSONVILLE, FL LAS VEGAS, NV LONG ISLAND, NY LOS ANGELES, CA MEMPHIS, TN MIAMI, FL MILWAUKEE, WI MINNEAPOLIS, MN MORRISTOWN, NJ	NAPA, CA NEW ORLEANS, LA NEW YORK, NY NORFOLK, VA OMAHA, NE ORANGE COUNTY, CA ORLANDO, FL OVERLAND PARK, KS PHILADELPHIA, PA PHOENIX, AZ PITTSBURGH, PA PORTLAND, OR PORTSMOUTH, NH PROVIDENCE, RI	RALEIGH-DURHAM, NC RAPID CITY, SD RICHMOND, VA SACRAMENTO, CA SAINT LOUIS, MO SAN DIEGO, CA SAN FRANCISCO, CA SAN JUAN, PR SEATTLE, WA STAMFORD, CT TAMPA, FL WASHINGTON, DC REGION WHITE PLAINS, NY
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MY DIRECT DIAL IS: (407) 246-8408
MY EMAIL ADDRESS IS: NGUYENA@JACKSONLEWIS.COM

April 7, 2015

Mr. Robert A. DuChemin, Sr.
DuChemin Law & Mediation
123 Zelma Street
Orlando, FL 32803
robert@ducheminlaw.com

Re: Dr. Rodney Ryan vs. Odyssey Charter School, Inc.
Fla. Stat. Chap. 119 Public Records Request

Dear Mr. Duchemin:

On behalf of Odyssey Charter School, Inc., this correspondence responds to your public records request of February 24, 2015, which was duly acknowledged on March 5, 2015. Odyssey has reviewed the request pursuant to its public records policy and Chapter 119 of the Florida Statutes. Overall, the request is exceptionally broad and could potentially require the review and culling of thousands of documents, both hard copy and electronic. Accordingly, the nature and volume of the public records requested to be inspected requires extensive use of information technology resources and extensive clerical and supervisory assistance by Odyssey personnel. See Fla. Stat. § 119.07(4)(d). Because of the massive amount of human capital and resources that Odyssey must devote to review the documents and make required redactions for exempt material to protect confidential and sensitive information, Odyssey hereby exercises its right under § 119.07(4)(d), and Section B)2.b) & c) of its Public Records Policy, to charge a special service fee for labor costs. Please note that labor costs include "both an employee's salary and his or her benefits" and is not limited to actual wages. *Bd. of County Comm'rs v. Colby*, 976 So.2d 31, 37 (Fla. 2d DCA 2008).

We estimate that, in order to comply with your public records request, Odyssey may incur over 35,000 man-hours to review over 2 million emails during the last 6 years at an estimated cost of **\$612,000.00**. Odyssey's labor costs include the time employees will spend reviewing documents for responsive documentation, including exempt or confidential material, and making the necessary redactions. Moreover, due to the nature of information contained in Odyssey's records, the review must be performed by an experienced employee. In addition, due to the confidential nature of many of the e-mails and correspondence retained by Odyssey, it is not possible for Odyssey to allow a direct review of the e-mails in its system or the hard copies of its records.

Odyssey requires payment of the estimated charges in advance prior to providing the requested records. This is expressly permitted under Florida law and Section B)1.b)3. of Odyssey's Public Records Policy. See Fla. Stat. § 119.07(4)(d). If your client wishes to proceed, payment should be made in secured funds to Odyssey Charter School. If the actual amount of the charges is less than the

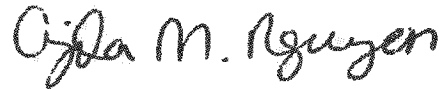
Mr. Robert A. DuChemin, Sr.
DuChemin Law & Mediation
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jackson | lewis
Attorneys at Law

estimate, a refund will be provided. If the actual amount of the charges is more than the estimate, then the records will be provided upon payment of the full amount due. If you believe that your request may have been inadvertently broad, it can be revised to provide further clarification, or I would also be willing to discuss the request further by phone.

Please let me know how you would like to proceed.

Sincerely,
JACKSON LEWIS P.C.



Ajda M. Nguyen

AMN/wf