

**IN THE CIRCUIT COURT OF THE 15<sup>TH</sup> JUDICIAL CIRCUIT,  
IN AND FOR PALM BEACH COUNTY, FLORIDA**

NATIONAL LEGAL STAFFING SUPPORT LLC;  
RESOLVY, LLC; AND GM LAW FIRM, LLC,

Plaintiffs,

vs.

Case No: 2020-CA-011664-XMB

Division: AK

MACY D. HANSON; AND THE  
LAW OFFICE OF MACY D. HANSON, PLLC

Defendants.

\_\_\_\_\_/

**ANSWER, AFFIRMATIVE DEFENSES, AND DEMAND FOR JURY TRIAL (ON  
ALL CAUSES OF ACTION) BY DEFENDANT, MACY D. HANSON,  
INDIVIDUALLY**

Defendant, Macy D. Hanson, individually, by and through the undersigned counsel, files this Answer, Affirmative Defenses, and Demand for Jury Trial (on all pleaded causes of action) to the Complaint that the Plaintiffs have filed against him, and pleads, as follows, in response to the Plaintiffs' Complaint in this matter:

***Affirmative Defense No. 1 – Lack of consent of Macy Hanson for he, or his law firm, to be bound to the terms of the Ali and Williamson agreements.***

Macy Hanson, neither in his individual capacity or as Manager of The Law Office of Macy D. Hanson, PLLC, ever consented to him, or his PLLC, being bound to the terms of the *Ali* and *Williamson* agreements that are referenced in Plaintiffs' Complaint.

***Affirmative Defense No. 2 – The non-disparagement and non-dissemination of affidavit provisions of Ali and Williamson agreements, respectively, under which Macy Hanson***

***and his law firm have been sued in this action for breach of contract are unenforceable under Florida Rule of Professional Conduct 4-5.6(b).***

Rule 4-5.6(b) prohibits a lawyer from offering or making any agreement in which a restriction on the lawyer's right to practice is part of the settlement of a controversy between private parties. The non-disparagement and non-dissemination of affidavit provisions of the Ali and Williamson agreements, respectively, seek to restrict the right of Macy Hanson, and his law firm, to freely engage in the practice of law as it relates to investigating the claims of victims of the Plaintiffs' nationwide, illegal, advanced-fee student loan debt "elimination" telemarketing program. As a result, even if Macy Hanson, and his law firm, did consent to be bound by the terms of the Ali and Williamson, the provisions of those agreements referenced in the Plaintiffs' Complaint, as applied to Defendants in this action, are not enforceable under Florida Rule of Professional Conduct 4-5.6(b).

***Affirmative Defense No. 3 – The online comment on [www.classaction.org](http://www.classaction.org) that Macy Hanson made, and for which he is being sued in this action for defamation/libel, is a true statement and cannot, therefore, be defamatory.***

Macy Hanson's description of the Plaintiffs' nationwide, illegal, advanced-fee student loan debt "elimination" telemarketing program in the [www.classaction.org](http://www.classaction.org) comment referenced in the Plaintiffs' Complaint as a "scam" was a truthful statement. Truth is an absolute, affirmative, defense to the Plaintiffs' claims of defamation/libel in this matter.

***Affirmative Defense No. 4 – Violation of Fla. Stat. 768.295 Strategic Lawsuits Against Public Participation (SLAPP) prohibited.***

Plaintiffs have violated the statute by limiting Macy Hanson’s “free speech in connection with public issues.” Macy Hanson made comments on a legal public forum in response to false accusations of his work and representation of clients injured by Plaintiffs. Plaintiffs have filed a retaliatory lawsuit attempting to restrict Hanson’s and previously, Williamson’s free speech as it relates to public policy and issues in Palm Beach County, Florida, and the nation. Such “SLAPP” suits are prohibited because such lawsuits violate constitutional rights regarding free speech in public issues.

***Affirmative Defense No. 5 – Violation of Fla. Stat. 69.081 “Sunshine in Litigation Act.”***

The Florida Sunshine in Litigation Act is designed to protect Florida citizens from any “‘public hazard’ which includes any device, instrument, person, procedure, product, or a condition of a device, instrument, person, procedure product, that has and is likely to cause injury.” Plaintiffs have set up a pecuniary mechanism which violates federal and state laws. Student loan debt is one of this country’s leading issues and the attempt to chill the speech or information resulting from litigation that protects this vulnerable group is in direct violation of this statute. “Any portion of an agreement or contract which has the purpose or effect of concealing a public hazard, any information concerning a public hazard, or any information which may be useful to members of the public in protecting themselves from injury which may result from the public hazard, is void, contrary to

public policy, and may not be enforced” (69.081(4)). Predatory and deceptive business practices involving student loan debt is indeed a public hazard and injurious. Not only have Plaintiffs filed the above mentioned SLAPP suit, they are attempting to enforce a contract that is void due to being contrary to public policy.

Now, having asserted his affirmative defenses to the Plaintiffs’ Complaint in this matter, Defendant, Macy D. Hanson, answers the Complaint of the Plaintiffs, paragraph-by-paragraph, as follows:

1. Admitted.

2. Admitted.

3. Admitted.

4. Admitted.

5. Admitted.

6. Denied. Defendants have no damages and the amount in controversy in this action is zero dollars.

7. Denied in its entirety.

8. Denied.

9. Denied.

10. Denied.

11. Denied.

12. Denied. California or Mississippi substantive law should apply to the claims in this action.

13. Admitted.

14. Denied.

15. Denied.

16. Macy Hanson admits to writing the quoted text of the email message in this passage.

17. Denied.

18. Macy Hanson admits to writing the quoted text of the email message in this passage.

19. Admitted.

20. Admitted. Macy Hanson admits to writing the quoted truthful text of the email message in this passage. The reference to “Scum Hanson” is a reference to Plaintiffs’ calling Macy Hanson “scum” in prior communications.

21. Admitted.

22. Denied. The Defendants in this action are not bound by that provision. They are not listed as “Parties” to that agreement; they did not sign that agreement; they never consented to being bound by that contractual provisions; and that provision violates Florida Rules of Professional Conduct 4-5.6(b).

23. Denied. The Defendants in this action are not bound by that provision. They are not listed as “Parties” to that agreement; they did not sign that agreement; they never consented to being bound by that contractual provision; and that provision violates Florida Rules of Professional Conduct 4-5.6(b).

24. Denied.

25. Denied.

26. Denied.

27. Denied.

28. Denied. Je’henna Williamson reached out to, and contacted, Macy Hanson first.

29. Denied. This statement is false, retaliatory and Plaintiffs have no evidence, whatsoever, to support this extraordinarily incorrect claim.

30. Denied, as stated. It is unclear what is meant by the phrase “had no claims against National Legal.” The affidavit speaks for itself.

31. Admitted as to the email; denied as to the use of the word “threatened.”

32. Denied.

33. Denied.

34. Denied, as stated. The purpose of the lawsuit filed against Je’henna Williamson was to silence her in violation of Fla. Stat. 768.295, to frighten her, and

otherwise prevent her from providing any additional testimony, either in the Ali case, or other cases, brought against the Plaintiffs and their business partners.

35. Admitted that a highly redacted version of the Williamson affidavit is attached to the Plaintiffs' Complaint.

36. Denied. Defendants only agreed to act as Je'henna Williamson's attorney for the purpose of her deposition in the Ali case in California federal court – a deposition that never ended up taking place. The complaint itself states that the settlement and representation were a direct result of the California litigation and, (*see* ¶36 of *Plaintiff's Complaint*).

37. Admitted.

38. Denied, as stated.

39. Admitted.

40. Admitted. This email followed text message threats made to Je'henna Williamson by the "investors" of the Plaintiffs.

41. Denied.

42. Admitted that Je'henna Williamson filed her Answer and Counterclaim *pro se* and that Macy Hanson conferred with Ms. Williamson about that responsive pleading.

43. Denied.

44. Admitted that Macy Hanson is not licensed with the Florida Bar.

45. Denied. Macy Hanson and his law firm consider all representation of Je'henna Williamson to have been performed under the umbrella of them representing her in connection with the Ali case that is pending in California federal court, and in which Macy Hanson had been admitted to practice *pro hac vice*.

46. Admitted. However, the Defendants in this action are not bound by that provision. They are not listed as "Parties" to that agreement; they did not sign that agreement; they never consented to being bound by that contractual provision; and that provision violates Florida Rules of Professional Conduct 4-5.6(b), as well as other statutes, and is therefore, unenforceable.

47. Denied.

48. Admitted.

49. Denied. Hanson did not sue anyone. Hanson's client did.

50. Admitted that Hanson filed the Williamson affidavit as an exhibit to the (initial) Grijalva Complaint. The rest of this paragraph is denied.

51. Admitted that Hanson's clients dismissed Daskal Bolton.

52. Admitted.

53. Denied.

54. Denied.

55. Denied.

56. Denied, as stated.



**Count I – Breach of Contract (The Williamson Settlement)**

- 57. No response required.
- 58. Admitted.
- 59. Denied.
- 60. Denied.
- 61. Denied.
- 62. Denied.
- 63. Denied.
- 64. Denied.

**Count II – Breach of Contract (The Ali Settlement)**

- 65. No response required.
- 66. Admitted.
- 67. Denied. The Plaintiffs are parties to that settlement agreement.
- 68. Denied.
- 69. Denied.
- 70. Denied.
- 71. Denied.
- 72. Denied.
- 73. Denied.
- 74. Denied.

**Count III- Libel**

- 75. No response required.
- 76. Denied.
- 77. Denied.
- 78. Denied.
- 79. Denied.
- 80. Denied.
- 81. Denied.
- 82. Denied.
- 83. Denied.
- 84. Denied.

**Count IV – Abuse of Process**

- 85. No response required.
- 86. Denied.
- 87. Denied.
- 88. Denied.
- 89. Denied.
- 90. Denied.
- 91. Denied.
- 92. Denied.

93. Denied.

**Count V – Tortious Interference (on behalf of GM Law Firm only)**

94. No response required.

95. Denied.

96. Denied.

97. Denied.

98. Denied.

99. Denied.

100. Denied.

Admit that Plaintiffs demand jury trial, although it is contradictory to the provisions of the agreements drafted and seeking to be enforced by the Plaintiffs that demand a bench trial.

**DEFENDANTS DEMAND A TRIAL BY JURY ON ALL CLAIMS IN THIS MATTER; DEFENDANTS DO NOT CONSENT TO A BENCH TRIAL ON ANY CLAIMS**

Respectfully submitted,

*/s/ Joshua S. Horton* \_\_\_\_\_  
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**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that a true and correct copy of the foregoing instrument has been furnished via e-portal or emailed to the parties as printed below, and we have filed the foregoing with the Clerk of Court by using the Florida Courts E-Filing Portal and by mail where appropriate, dated this 9<sup>th</sup> day of March, 2021.

Cc:

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*/s/ Joshua S. Horton* \_\_\_\_\_  
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