IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
IN AND FOR VOLUSIA COUNTY, FLORIDA

MARK D. DICKINSON,
Plaintiff,

v. Case No.:

CITY OF ORANGE CITY, FLORIDA,
a Florida municipal corporation,
Defendant.

EMERGENCY VERIFIED COMPLAINT

Plaintiff, MARK D. DICKINSON ("Plaintiff" or "Dickinson"), by and through undersigned counsel, brings this action against Defendant, CITY OF ORANGE CITY, FLORIDA ("Defendant" or "City"), for violations of Florida's Government in the Sunshine Law, section 286.011, Florida Statutes, and the mandatory public-access requirements governing collective bargaining negotiations under section 447.605(2), Florida Statutes, and alleges as follows:

INTRODUCTION

Florida's Government in the Sunshine Law is not a suggestion, a courtesy, or a privilege extended at the discretion of government officials. It is a binding legal command designed to prevent public business from being conducted behind closed doors, beyond the scrutiny of the citizens whose government is conducting it. Yet, on October 7, 2026, the City of Orange City allegedly did precisely what Florida law forbids: it convened a municipal collective bargaining meeting behind secured doors, failed to provide adequate public notice, and repeatedly obstructed a citizen who sought nothing more than to exercise his statutory right to observe the proceedings. When Plaintiff discovered the meeting and demanded access, City employees denied knowledge of

the proceedings, insisted that the meeting was not public, and refused to facilitate his attendance. Even after a senior City official acknowledged that the meeting involved union negotiations, Plaintiff remained excluded. Only after intervention involving the City Clerk and City Attorney was Plaintiff finally permitted to enter the meeting area—more than one hour after the meeting was scheduled to begin and shortly before the proceedings were canceled. The Sunshine Law does not permit government officials to transform public meetings into private proceedings through concealment, obstruction, delay, or belated compliance. The City's alleged conduct undermines the fundamental principle that public business must be conducted openly and that government officials remain accountable to the citizens they serve. Plaintiff therefore seeks a judicial declaration that the City's conduct violated Florida law, invalidation of any official action unlawfully taken, appropriate injunctive relief to prevent recurrence, and an award of reasonable attorney's fees and costs as authorized by statute.

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff, Mark D. Dickinson, is a natural person and resident of Volusia County, Florida, residing in Port Orange, Florida.
2. Plaintiff is a citizen of the State of Florida who possesses the right to attend and observe public meetings conducted by governmental entities subject to Florida's Government in the Sunshine Law.
3. Defendant, City of Orange City, Florida, is a municipal corporation organized and existing under the laws of the State of Florida, located in Volusia County, Florida.
4. At all material times, Defendant acted through its elected officials, appointed officers, employees, agents, representatives, and legal counsel, including individuals

exercising authority over municipal operations and collective bargaining proceedings.

5. This is an action for declaratory and injunctive relief arising under sections 447.605(2) and 286.011, Florida Statutes.
6. This Court possesses subject matter jurisdiction pursuant to sections 26.012 and 286.011(2), Florida Statutes, and Chapter 86, Florida Statutes.
7. Section 286.011(2), Florida Statutes, expressly authorizes Florida circuit courts to issue injunctions enforcing the purposes of the Sunshine Law upon application by any citizen of this state.
8. Plaintiff further seeks declaratory relief pursuant to section 86.011, Florida Statutes, concerning Defendant's statutory obligations and the legality of the challenged proceedings.
9. An actual, present, and justiciable controversy exists between the parties concerning the legality of Defendant's October 7, 2026 collective bargaining meeting, Plaintiff's exclusion from that meeting, and Defendant's obligations to conduct future collective bargaining negotiations in accordance with Florida law.
10. Venue is proper in Volusia County, Florida, pursuant to section 47.011, Florida Statutes, because Defendant is located in Volusia County and the acts and omissions giving rise to this action occurred within Volusia County.

GENERAL ALLEGATIONS

A. Florida Law Requires Public Access to Collective Bargaining Negotiations

11. Florida has long recognized that transparency in government is essential to public accountability and the preservation of democratic institutions.

12. Section 286.011(1), Florida Statutes, generally requires covered governmental meetings to be open to the public and prohibits official action from becoming binding unless taken in compliance with the statute.
13. Section 447.605(2), Florida Statutes, specifically provides that collective bargaining negotiations between a public employer's chief executive officer, or representative, and a bargaining agent must comply with section 286.011.
14. Accordingly, actual collective bargaining negotiations between a municipal employer and a bargaining agent are subject to Florida's public-meeting requirements.
15. The Legislature has distinguished such negotiations from internal discussions concerning collective bargaining between a public employer's chief executive officer, or representative, and the employer's legislative body, which are exempt under section 447.605(1), Florida Statutes.
16. The exemption for internal employer discussions does not provide blanket authorization to conduct actual negotiations with a bargaining agent behind closed doors.
17. Florida courts have repeatedly emphasized the importance of public access to governmental decision-making.
18. In *Board of Public Instruction of Broward County v. Doran*, 224 So. 2d 693 (Fla. 1969), the Florida Supreme Court recognized the broad public protections afforded by the Sunshine Law and the availability of injunctive relief to enforce its requirements.
19. Similarly, in *Town of Palm Beach v. Gradison*, 296 So. 2d 473 (Fla. 1974), the Florida Supreme Court recognized that governmental decision-making processes

subject to the Sunshine Law cannot be insulated from public scrutiny through procedures that circumvent the statute.

20. Florida law therefore prohibits public officials from defeating statutory transparency requirements by conducting covered governmental proceedings in private or by improperly restricting public access.

B. The City's October 7, 2026 Union Negotiation Meeting

21. On October 7, 2026, Plaintiff visited the Orange City Clerk's Office to obtain public records relating to Flock informational logs.

22. At approximately 12:18 p.m., Plaintiff submitted public records requests to City Clerk Kaley Burleson.

23. While conducting business at City Hall, Plaintiff observed City Manager Christine Davis walking toward a nearby municipal annex building.

24. Plaintiff also observed a City-issued vehicle associated with Police Chief Jerome Miller parked near the annex.

25. These circumstances prompted Plaintiff to investigate whether a governmental meeting was occurring at the annex.

26. At approximately 1:13 p.m., Plaintiff entered the annex building accompanied by Gary Knight, the husband of a City councilwoman.

27. Upon entering the building, Plaintiff observed Sergeant Harelson, Detective Martell, and Sergeant Theriault near a secured office area accessible through a keypad-controlled door.

28. According to Plaintiff's observations, the officers turned around and closed the secured door upon noticing his presence.

29. At approximately 1:22 p.m., Plaintiff approached a front desk employee and requested information concerning the meeting occurring inside the building.
30. The employee subsequently contacted another City employee, identified as the Deputy Director of Development Services.
31. At approximately 1:24 p.m., Plaintiff questioned the Deputy Director regarding the meeting and requested any available notices, documents, or other identifying information.
32. The Deputy Director repeatedly denied knowledge of the meeting and informed Plaintiff that it was not a public meeting.
33. Plaintiff was not provided access to the meeting or documentation establishing that the meeting was lawfully exempt from public attendance.
34. At approximately 1:25 p.m., Plaintiff returned to the City Clerk's Office to investigate the matter further.
35. Plaintiff subsequently returned to Development Services and again requested records concerning the meeting.
36. The Deputy Director informed Plaintiff that no documents had been generated concerning the meeting and indicated that it was not a Development Services meeting.
37. At approximately 1:34 p.m., City Clerk Kaley Burleson provided Plaintiff with a printed electronic communication identifying the meeting.
38. The document was titled “FW: Union Negotiations” and identified the meeting as follows:

Location: Annex Conference Room, 200 E. Graves Avenue, Orange City, Florida.

Date: Wednesday, October 7, 2026.

Scheduled Time: 1:00 p.m. to 3:00 p.m.

Organizer: Jerome Miller.

39. The document confirmed that the City had scheduled a meeting expressly identified as involving union negotiations.

40. Upon information and belief, the meeting involved City representatives, union representatives, and legal counsel in connection with municipal collective bargaining matters.

41. Plaintiff alleges that, to the extent the meeting involved actual negotiations between the City's authorized representatives and a bargaining agent, the proceedings were required to comply with sections 447.605(2) and 286.011, Florida Statutes.

42. Upon information and belief, Defendant failed to provide legally adequate public notice of the October 7, 2026 collective bargaining meeting.

43. The existence of an internal scheduling communication did not, standing alone, establish compliance with the public notice requirements imposed by Florida law.

44. Plaintiff further alleges that the meeting was conducted, at least initially, in a secured area that was not readily accessible to members of the public.

C. Plaintiff's Repeated Requests for Access Were Denied

45. At approximately 1:36 p.m., Plaintiff returned to the annex and expressly requested permission to attend the union negotiation meeting.

46. Plaintiff communicated his request to multiple City employees.

47. Rather than facilitating Plaintiff's attendance, City employees referred the matter to the Deputy Director of Development Services.

48. At approximately 1:46 p.m., the Deputy Director returned and indicated that the issue was beyond her authority.
49. At approximately 1:49 p.m., Pete Thomas, a former Orange City Police Chief and City official, arrived and spoke with Plaintiff concerning the meeting.
50. Plaintiff informed Thomas that he wished to attend the proceedings.
51. Thomas initially disputed whether the meeting was public.
52. Plaintiff presented Thomas with the document supplied by the City Clerk identifying the proceeding as union negotiations.
53. After reviewing the document, Thomas acknowledged that the meeting involved union negotiations.
54. Nevertheless, Plaintiff was not immediately permitted to enter.
55. Thomas instead indicated that he needed to make a telephone call and proceeded toward the rear of the building.
56. Plaintiff alleges that, by this point, Defendant's representatives had been expressly informed that a citizen was requesting access to a meeting identified in the City's own records as union negotiations.
57. Despite this knowledge, Plaintiff continued to be excluded from the meeting area.
58. At approximately 2:02 p.m., Plaintiff again encountered Thomas, who indicated that Plaintiff could enter.
59. However, Thomas then engaged Plaintiff in further discussion before walking into the building, closing the door forcefully, and stating, “Good luck.”
60. Plaintiff alleges that Thomas's conduct, viewed in conjunction with the preceding denials of access, further delayed Plaintiff's ability to attend the proceedings.

61. Plaintiff was not admitted to the meeting area at that time.

62. The repeated denials, conflicting explanations, and delays deprived Plaintiff of timely access to a meeting that the City's own records identified as involving union negotiations.

63. Plaintiff alleges that the City's conduct was not merely an administrative inconvenience but a substantial interference with the public-access protections established by Florida law.

D. The City's Belated Admission Did Not Restore Plaintiff's Lost Opportunity to Observe the Proceedings

64. At approximately 2:03 p.m., City Clerk Kaley Burleson arrived at the annex while communicating by telephone with the City Attorney.

65. Following this intervention, Plaintiff was finally permitted to enter the area where the union negotiation meeting was being held.

66. By that time, approximately sixty-three minutes had elapsed since the meeting's scheduled commencement.

67. Upon entering, Plaintiff observed that the conference room door was closed.

68. Plaintiff was offered a chair but did not observe any substantive portion of the collective bargaining negotiations.

69. The meeting was subsequently canceled.

70. Plaintiff observed a conference room occupied by several City employees and officials, including Police Chief Jerome Miller, City Manager Christine Davis, police personnel, and a Human Resources employee.

71. Plaintiff also observed a screen displaying initials.

72. Following the cancellation, Police Chief Jerome Miller remained in the building with Attorney Brian Lambert and Greg Cook.
73. Plaintiff alleges that his eventual admission did not cure the preceding denial of access or restore his opportunity to observe any proceedings that occurred during his exclusion.
74. The public's statutory right to attend an open meeting necessarily includes the opportunity to observe the proceedings while they occur, rather than merely being admitted after substantial portions of the scheduled meeting period have elapsed.
75. Upon information and belief, the City's exclusion of Plaintiff prevented him from determining whether substantive negotiations, discussions, proposals, or other official business occurred before his admission.
76. The City possesses, or should possess, information concerning the participants, agenda, communications, and substantive activities associated with the October 7, 2026 meeting.
77. Plaintiff alleges that the circumstances surrounding the meeting warrant judicial examination of whether negotiations occurred during the period of exclusion and whether any resulting governmental action was taken in violation of Florida law.

E. The City's Conduct Raises Concerns Regarding Its Broader Collective Bargaining Practices

78. Following the October 7, 2026 incident, Plaintiff obtained information suggesting that the City's police and fire union negotiations may have been conducted without adequate public notice or public access.

79. Plaintiff is informed and believes that Defendant has engaged in additional collective bargaining proceedings involving municipal police and fire personnel without consistently providing the public access required by section 447.605(2), Florida Statutes.
80. The dates, participants, substance, and public notice procedures associated with those additional proceedings remain matters requiring further investigation and discovery.
81. Plaintiff alleges that the circumstances of the October 7, 2026 meeting, together with the information concerning the City's other collective bargaining proceedings, establish a substantial concern regarding Defendant's compliance with Florida's statutory transparency obligations.
82. Unless restrained by appropriate judicial relief, Plaintiff reasonably apprehends that Defendant may continue conducting covered collective bargaining negotiations without providing the notice and public access required by law.
83. Plaintiff possesses video recordings documenting portions of his interactions with City officials concerning the October 7, 2026 meeting.
84. Plaintiff also possesses the printed meeting information supplied by the City Clerk.
85. These materials constitute relevant evidence concerning Defendant's knowledge of the meeting, Plaintiff's requests for access, and the City's response.
86. Plaintiff intends to rely upon these materials, together with evidence obtained through discovery, to establish the nature of the meeting and Defendant's compliance or noncompliance with Florida law.

COUNT I – VIOLATION OF SECTION 447.605(2), FLORIDA STATUTES (UNLAWFUL EXCLUSION FROM PUBLIC COLLECTIVE BARGAINING NEGOTIATIONS)

87. Plaintiff realleges and incorporates paragraphs 1 through 86 as though fully set forth herein.

88. Section 447.605(2), Florida Statutes, expressly requires collective bargaining negotiations between a public employer's chief executive officer, or representative, and a bargaining agent to comply with section 286.011, Florida Statutes.

89. Defendant is a public employer subject to the applicable provisions of Chapter 447, Florida Statutes.

90. On October 7, 2026, Defendant scheduled a meeting expressly identified as “Union Negotiations.”

91. Upon information and belief, the meeting was intended to involve actual collective bargaining negotiations between authorized City representatives and a bargaining agent representing municipal employees.

92. Plaintiff alleges that such negotiations, if conducted, were subject to the public-meeting requirements of sections 447.605(2) and 286.011, Florida Statutes.

93. Despite Plaintiff's repeated requests to attend, Defendant's employees and representatives prevented him from accessing the meeting area for approximately sixty-three minutes after the scheduled commencement.

94. Plaintiff further alleges that Defendant failed to provide adequate public notice of the meeting.

95. Defendant's alleged conduct deprived Plaintiff of a meaningful opportunity to observe any covered negotiations occurring during the period of exclusion.

96. Defendant cannot lawfully avoid the public-access requirements of section 447.605(2) by labeling actual collective bargaining negotiations confidential, conducting them in secured facilities, or delaying public attendance until the proceedings have substantially concluded.

97. In *City of Miramar v. Florida State Lodge, Fraternal Order of Police, Inc.*, No. 4D2025-1311 (Fla. 4th DCA 2026), the Fourth District Court of Appeal distinguished actual collective bargaining negotiations from arbitration proceedings concerning an existing collective bargaining agreement, recognizing the statutory distinction relevant to section 447.605(2).

98. Plaintiff alleges that the October 7, 2026 meeting, to the extent it involved actual negotiations with a bargaining agent, falls within the statutory category of proceedings required to comply with the Sunshine Law.

99. Defendant's alleged failure to provide adequate notice and timely public access constitutes a violation of section 447.605(2), Florida Statutes, in conjunction with section 286.011.

100. Plaintiff has suffered the loss of his statutory opportunity to observe the proceedings, an injury that cannot be remedied merely by permitting attendance at a later meeting.

101. Plaintiff is entitled to appropriate declaratory and injunctive relief enforcing Defendant's statutory obligations.

WHEREFORE, Plaintiff respectfully requests that this Court:

A. Enter judgment declaring that Defendant violated section 447.605(2), Florida Statutes, to the extent it conducted collective bargaining negotiations without legally adequate public notice and access;

B. Declare that the exclusion of Plaintiff from any covered negotiations conducted on October 7, 2026 was unlawful;

C. Enjoin Defendant from conducting future collective bargaining negotiations subject to section 447.605(2) without complying with the notice and public-access requirements of section 286.011;

D. Declare invalid any agreement, approval, or other binding governmental action established to have resulted from proceedings conducted in violation of the Sunshine Law, subject to applicable law governing subsequent corrective action;

E. Award Plaintiff reasonable attorney's fees and costs as authorized by section 286.011(4), Florida Statutes; and

F. Grant such other and further relief as this Court deems just and proper.

COUNT II – VIOLATION OF SECTION 286.011, FLORIDA STATUTES (FLORIDA GOVERNMENT IN THE SUNSHINE LAW)

102. Plaintiff realleges and incorporates paragraphs 1 through 86 as though fully set forth herein.

103. Section 286.011, Florida Statutes, establishes mandatory transparency requirements governing meetings subject to the Government in the Sunshine Law.

104. Section 447.605(2), Florida Statutes, expressly incorporates those requirements into covered collective bargaining negotiations.

105. Defendant was therefore obligated to provide legally sufficient notice and meaningful public access to any such negotiations conducted on October 7, 2026.

106. Defendant scheduled a meeting identified as union negotiations from 1:00 p.m. until 3:00 p.m. at a municipal annex facility.

107. Upon information and belief, Defendant failed to provide reasonable public notice identifying the meeting and informing citizens of their opportunity to attend.

108. Plaintiff independently discovered the meeting while conducting unrelated business with the City.

109. After discovering the meeting, Plaintiff repeatedly sought information and access.

110. City employees initially denied knowledge of the meeting or represented that it was not public.

111. Even after a City official acknowledged the meeting's collective bargaining purpose, Plaintiff was not immediately admitted.

112. Defendant did not permit Plaintiff to enter the meeting area until approximately 2:03 p.m., after intervention involving the City Clerk and City Attorney.

113. Plaintiff alleges that Defendant's conduct constituted an unreasonable restriction on public access to a meeting required to be open under Florida law, insofar as actual collective bargaining negotiations were conducted.

114. The Florida Supreme Court has recognized that the Sunshine Law serves the public's fundamental interest in observing governmental proceedings.

115. In *Board of Public Instruction of Broward County v. Doran*, 224 So. 2d 693 (Fla. 1969), the Court recognized the authority of circuit courts to enjoin governmental conduct violating the Sunshine Law.

116. In *Town of Palm Beach v. Gradison*, 296 So. 2d 473 (Fla. 1974), the Court further recognized that governmental proceedings subject to the Sunshine Law must

be conducted openly and that official action taken through unlawful procedures may be invalidated.

117. The Sunshine Law's requirements cannot be satisfied through nominal or belated access that deprives citizens of the opportunity to observe covered proceedings as they occur.

118. Plaintiff alleges that Defendant's conduct violated section 286.011 by failing to provide legally adequate public notice and by obstructing Plaintiff's timely access to any collective bargaining negotiations conducted during the scheduled meeting.

119. Plaintiff further alleges that the circumstances surrounding the meeting demonstrate a substantial risk of future violations absent appropriate judicial intervention.

120. Defendant's alleged conduct constitutes a proper basis for declaratory and narrowly tailored injunctive relief.

WHEREFORE, Plaintiff respectfully requests that this Court:

A. Declare that Defendant violated section 286.011, Florida Statutes, by conducting covered collective bargaining negotiations without legally sufficient public notice or access;

B. Declare unlawful Defendant's exclusion of Plaintiff from any such negotiations conducted on October 7, 2026;

C. Enter a permanent injunction prohibiting Defendant from conducting collective bargaining negotiations subject to section 447.605(2) without providing legally adequate public notice and meaningful public access;

D. Require Defendant, in connection with future covered collective bargaining meetings, to comply with applicable notice, access, and recordkeeping requirements;

E. Award Plaintiff reasonable attorney's fees and costs pursuant to section 286.011(4), Florida Statutes; and

F. Grant such other and further relief as this Court deems just and proper.

COUNT III – DECLARATORY RELIEF AND INVALIDATION OF UNLAWFUL GOVERNMENT ACTION
(CHAPTER 86 AND SECTION 286.011, FLORIDA STATUTES)

121. Plaintiff realleges and incorporates paragraphs 1 through 86 as though fully set forth herein.

122. Plaintiff seeks declaratory relief pursuant to Chapter 86, Florida Statutes, concerning Defendant's statutory obligations and the legal consequences of any collective bargaining negotiations conducted in violation of Florida law.

123. An actual controversy exists concerning whether Defendant lawfully conducted the October 7, 2026 meeting and whether any negotiations or resulting official actions violated sections 447.605(2) and 286.011, Florida Statutes.

124. Defendant's own records identified the meeting as union negotiations.

125. Plaintiff was excluded from the meeting area for more than one hour after the scheduled commencement.

126. Because Plaintiff was excluded, he could not personally determine whether substantive negotiations occurred, whether agreements were reached, or whether official actions resulted from those proceedings.

127. Plaintiff alleges, upon information and belief, that the meeting was convened for the purpose of conducting collective bargaining negotiations involving City representatives and a bargaining agent.

128. Plaintiff seeks a judicial determination of whether covered negotiations occurred during the period of exclusion and whether any resulting governmental action was taken in violation of Florida law.

129. Section 286.011(1), Florida Statutes, provides that covered formal governmental action is not binding unless taken in accordance with the statute.

130. In *Town of Palm Beach v. Gradison*, 296 So. 2d 473 (Fla. 1974), the Florida Supreme Court recognized that governmental action resulting from Sunshine Law violations may be invalidated.

131. Plaintiff alleges that any agreement, approval, or other binding official action established to have been unlawfully taken during the October 7, 2026 proceedings should be declared invalid, subject to any legally sufficient subsequent corrective proceedings.

132. Plaintiff further seeks a declaration that Defendant may not lawfully conduct actual collective bargaining negotiations with a bargaining agent in private merely because City officials characterize the proceedings as confidential.

133. A judicial declaration is necessary to resolve the parties' dispute concerning Defendant's statutory obligations and the legal consequences of the challenged proceedings.

134. Plaintiff has a bona fide, actual, present, and practical need for the declaration sought.

135. The declaration concerns a present and ascertainable controversy involving Defendant's governmental conduct and Plaintiff's statutory right of access.

136. The requested declaration will determine the parties' rights and obligations under Florida law and provide a basis for appropriate prospective relief.

WHEREFORE, Plaintiff respectfully requests that this Court:

A. Declare that the October 7, 2026 meeting was subject to sections 447.605(2) and 286.011, Florida Statutes, to the extent it involved actual collective bargaining negotiations between City representatives and a bargaining agent;

B. Declare that any such negotiations conducted without legally adequate notice or public access violated Florida law;

C. Declare invalid and without binding legal effect any official action or agreement established to have been unlawfully taken or reached in violation of section 286.011, subject to applicable legal requirements concerning corrective proceedings;

D. Declare Defendant's obligation to conduct future collective bargaining negotiations in compliance with Florida's public-meeting requirements;

E. Award Plaintiff reasonable attorney's fees and costs pursuant to section 286.011(4), Florida Statutes, upon a finding of a statutory violation; and

F. Grant such other and further relief as this Court deems just and proper.

COUNT IV – PERMANENT INJUNCTIVE RELIEF (PREVENTION OF FUTURE SUNSHINE LAW VIOLATIONS)

137. Plaintiff realleges and incorporates paragraphs 1 through 86 as though fully set forth herein.

138. Plaintiff seeks permanent injunctive relief pursuant to section 286.011(2), Florida Statutes.

139. Defendant is required to conduct collective bargaining negotiations subject to section 447.605(2) in compliance with the Sunshine Law.

140. On October 7, 2026, Defendant allegedly failed to provide adequate public notice and obstructed Plaintiff's access to a meeting identified as union negotiations.

141. Plaintiff further alleges that information concerning the City's police and fire collective bargaining practices raises a substantial concern that similar violations may recur.

142. The City's alleged conduct demonstrates the need for judicial intervention specifically addressing the notice and public-access deficiencies challenged in this action.

143. Florida courts possess authority to enjoin future Sunshine Law violations when the prohibited conduct is identified with sufficient specificity.

144. In *Port Everglades Authority v. International Longshoremen's Association, Local 1922-1*, 652 So. 2d 1169 (Fla. 4th DCA 1995), the court recognized the availability of appropriately limited injunctive relief to prevent future Sunshine Law violations of the same nature.

145. Plaintiff seeks an injunction directed specifically toward Defendant's conduct of collective bargaining negotiations subject to section 447.605(2), rather than an indefinite prohibition against all conceivable statutory violations.

146. Unless restrained, Defendant may continue excluding members of the public from covered negotiations, failing to provide adequate notice, or otherwise restricting meaningful public access.

147. Plaintiff alleges that such conduct threatens the public's statutory right to observe governmental proceedings and that prospective injunctive relief is necessary to prevent recurrence.

148. Plaintiff seeks an order requiring Defendant to provide reasonable public notice and meaningful access to future collective bargaining negotiations required to be open under Florida law.

149. Plaintiff further seeks an order prohibiting Defendant from excluding citizens from such negotiations absent a legally applicable exemption.

150. The requested injunction would not prevent Defendant from conducting legitimate confidential strategy discussions expressly exempted by section 447.605(1), Florida Statutes, or otherwise authorized by law.

151. Rather, the requested injunction would enforce the distinction established by the Legislature between exempt internal strategy discussions and collective bargaining negotiations required to occur in public.

WHEREFORE, Plaintiff respectfully requests that this Court:

A. Enter a permanent injunction requiring Defendant to provide legally adequate public notice of collective bargaining negotiations subject to section 447.605(2), Florida Statutes;

B. Prohibit Defendant from conducting such negotiations behind closed doors or within secured facilities without providing reasonable public access;

C. Prohibit Defendant from denying or unreasonably delaying public attendance at such negotiations absent a legally applicable exemption;

D. Require Defendant to comply with all applicable requirements of section 286.011 in conducting covered negotiations;

E. Retain jurisdiction to enforce the injunction and grant further appropriate relief;

F. Award Plaintiff reasonable attorney's fees and costs pursuant to section 286.011(4), Florida Statutes; and

G. Grant such other and further relief as this Court deems just and proper.

DEMAND FOR ATTORNEY'S FEES AND COSTS

152. Plaintiff has retained legal counsel to enforce his rights under Florida law.

153. Section 286.011(4), Florida Statutes, provides for the assessment of reasonable attorney's fees against a governmental agency upon a judicial determination that the agency violated the Sunshine Law in an action brought to enforce its provisions or invalidate unlawful governmental action.

154. Plaintiff alleges that Defendant violated the Sunshine Law through the conduct described herein.

155. Upon a determination that Defendant violated section 286.011, Plaintiff is entitled to recover reasonable attorney's fees as authorized by section 286.011(4), Florida Statutes.

156. Plaintiff further seeks recovery of taxable litigation costs as authorized by applicable law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, MARK D. DICKINSON, respectfully requests that this Court enter judgment in his favor and against Defendant, CITY OF ORANGE CITY, FLORIDA, and grant the following relief:

A. DECLARATORY JUDGMENT: Declare that Defendant violated sections 447.605(2) and 286.011, Florida Statutes, by conducting covered collective bargaining negotiations without legally adequate public notice or meaningful public access.

B. DECLARATION OF ILLEGALITY: Declare unlawful Defendant's exclusion of Plaintiff from any covered collective bargaining negotiations conducted on October 7, 2026.

C. INVALIDATION OF UNLAWFUL ACTION: Declare invalid any agreement, approval, decision, or other binding governmental action established to have been unlawfully taken or reached in violation of Florida's Sunshine Law, subject to applicable law governing corrective proceedings.

D. PERMANENT INJUNCTION: Enjoin Defendant from conducting future collective bargaining negotiations subject to section 447.605(2) without providing legally sufficient public notice and meaningful public access.

E. PROHIBITION AGAINST UNLAWFUL EXCLUSION: Prohibit Defendant from denying or unreasonably delaying public attendance at covered collective bargaining negotiations absent a legally applicable exemption.

F. STATUTORY COMPLIANCE: Require Defendant to comply with applicable public notice, meeting access, and recordkeeping requirements under Florida law.

G. ATTORNEY'S FEES: Award Plaintiff reasonable attorney's fees pursuant to section 286.011(4), Florida Statutes, upon a judicial finding that Defendant violated the Sunshine Law.

H. COSTS: Award Plaintiff taxable costs of this action as authorized by law.

I. RETENTION OF JURISDICTION: Retain jurisdiction to enforce any injunction or declaratory judgment entered in this action.

J. FURTHER RELIEF: Grant such other and further relief as this Court deems just, equitable, and proper.

Respectfully submitted,

/s/ Anthony F. Sabatini
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VERIFICATION

Under penalties of perjury, I declare that I have read the foregoing Complaint and that the factual allegations contained therein are true and correct to the best of my knowledge and belief.

Dated: 10/12/26

/s/ Mark Dickinson
MARK DICKINSON
Plaintiff