

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

ASSOCIATION FOR THE PRESERVATION
OF THE EATONVILLE COMMUNITY, INC.,

Plaintiff,

v.

SCHOOL BOARD OF ORANGE COUNTY, FL,

Defendant.

Case No.:

COMPLAINT FOR INJUNCTIVE RELIEF AND DECLARATORY JUDGMENT

1. Founded in 1887 by newly emancipated African Americans, the Town of Eatonville, Florida (“Eatonville” or “the Town”) is one of the first all-Black incorporated municipalities in the United States and one of the last to survive intact to the present day.

2. Known as “The Town That Freedom Built,” Eatonville exercised its own independence, self-governance, and stewardship of its community over nearly 140 years. Eatonville was the home of acclaimed Harlem Renaissance writer Zora Neale Hurston who memorialized and celebrated the Town’s history and its people in her writings. The Town is an international tourist destination because of its importance in U.S. history and culture.

3. This action concerns a lack of transparency by the Defendant School Board of Orange County, FL (“School Board”) related to an intended sale and redevelopment of real property (“the Hungerford Property”) located in the Town.

4. The Hungerford Property was originally the site of a preeminent school founded in 1897 that, with the help of charitable donors, was set aside for education of the children of newly emancipated people seeking to carve out a future for themselves and their descendants.

5. The School Board violated Florida's Government in the Sunshine Law ("Sunshine Law"), § 286.011, Fla. Stat. (2025), and Article I, § 24(b) of the Florida Constitution when it engaged in closed-door politics to reach a decision to sell and redevelop more than a hundred acres of the Hungerford Property.

6. Florida's Sunshine Law protects the public's right to be present and to be heard during all phases of enactments. The Sunshine Law does not merely apply to meetings at which a final vote was taken. Every step in the decision-making process, including the decision itself, must be open to the public.

7. Prior to holding any public meetings, the School Board announced in a joint press statement in September 2025 that it had reached an agreement to sell the Hungerford Property. School Board staff, on behalf of the board, engaged in real estate negotiations that were not transparent, resulting in the presentation of fully negotiated terms for a ceremonial vote before the School Board without the public's knowledge or participation.

8. The School Board's crystallization of these decisions behind closed doors failed to provide the public with contemporaneous knowledge of its intended actions.

9. The School Board's actions deprived members of the public, especially interested residents of the Town of Eatonville, of their right to participate in the decision-making process and exercise their own self-determination about the future of their historic community.

JURISDICTION

10. This action seeks a declaration that the actions taken by the School Board violated Florida's Sunshine Law, § 286.011, Fla. Stat. (2025), and Article I, § 24(b) of the Florida Constitution. The circuit court has jurisdiction to issue declaratory judgment for violations of the Sunshine Law pursuant to § 86.011, Fla. Stat. (2025).

11. This action seeks an injunction to enforce § 286.011, Fla. Stat. (2025). The circuit courts of this state have jurisdiction to enforce the provisions of this section pursuant to §§ 286.011(2) & 26.012(3), Fla. Stat. (2025).

VENUE

12. Venue in Orange County is proper pursuant to § 47.011, Fla. Stat. (2025). Defendant is located and the cause of action accrued in Orange County.

PARTIES

13. Plaintiff Association to Preserve the Eatonville Community, Inc. (P.E.C.) is a Florida 501(c)(3) nonprofit organization located in the Town of Eatonville in Orange County, Florida. Established in 1987, P.E.C.'s mission is to preserve, protect, and promote the Town of Eatonville's considerable heritage, historical, and cultural resources as a means for the community's revitalization and future economic development. Through preservation, education, and cultural programming, P.E.C. works to ensure Eatonville's rich legacy continues to inspire generations to come.

14. Defendant School Board of Orange County, FL, is a district school board located in Orange County, Florida, formed in accordance with the provisions of Art. IX, § 4(b) of the state constitution, with the powers to operate, supervise, and control all free public schools in the Orange County public school district. *See* § 1001.32(2) Fla. Stat. (2025). The School Board has the capacity to sue and be sued.

STATEMENT OF FACTS

Historical Background of the Hungerford Property

15. Shortly after the Town's incorporation in 1887, the first residents and philanthropists prioritized education for the Town's children and set aside a large tract of donated land to establish the Robert Hungerford Normal and Industrial School ("the Hungerford School").

16. The Hungerford School was named in memory of Robert Hungerford, whose parents Edward and Anna Hungerford donated 160 acres of land for the school.

17. Established in 1897, the Hungerford School was the first school for Black children in Central Florida and operated as a private school in the model of Booker T. Washington's Tuskegee Normal and Industrial Institute.

18. For more than half a century, the Hungerford School served as a center of Black excellence and a backbone of the community.

19. The school and its property were part of a charitable trust.

20. In 1951, the School Board acquired the Hungerford School and Hungerford Property—at the time, over 300 acres—through contested court proceedings, over the objections of Constance Hungerford Fenske, the heir of the original donors of the Hungerford Property and the settlors of the Hungerford School trust.

21. This dispute was eventually decided by the Florida Supreme Court, which approved the sale of the Hungerford School and Property from the Hungerford School trust to the School Board under the cy pres doctrine. *Fenske v. Coddington*, 57 So. 2d 452, 454 (Fla. 1952).

22. The Florida Supreme Court reasoned that the school had always been considered by the courts "as a public trust and charity and not an enterprise for profit." *Id.*

23. The School Board's purchase price of \$16,571.56 for the Hungerford School and Property was a fraction of its estimated market value at the time, which was over \$200,000.

24. In the 1950s, when the School Board acquired the Hungerford Property, public schools in the state were segregated by race. The court ordered a deed restriction placed on the land requiring it be used for the education of Black children.

25. When I-4 was constructed in Central Florida, the chosen route for the highway divided the Hungerford Property.

26. The School Board obtained permission from the court, over the objections of the trustees, to lift the deed restriction and allow the sale of the property west of I-4. *Sch. Bd. of Orange Cnty. v. Harrison*, No. 73-5501, at 5–6 (Fla. 9th Jud. Cir., Jan. 18, 1974).

27. The School Board has profited from the piecemeal sale of parcels of the Hungerford Property over the past several decades since the 1974 release of the 1951 deed restriction on portions of the property.

28. The School Board continued to operate a public secondary school on the Hungerford Property until closing it in 2009, and then later demolished the remaining building in 2020.

29. In December 2021, Falcone & Associates and the School Board entered into a purchase and sale agreement of the Hungerford Property for a mixed-use development with a sale price of \$14,601,750.00. Falcone subsequently assigned the purchase agreement rights to Hungerford Park, LLC, in June 2022.

30. This sales price was below market value for the land.

31. This sales price was below the appraised value for the land.

32. The School Board subsequently voted to extend the original closing date several times to allow the developers time to secure required land use entitlements from the Town of Eatonville. The last extension set the closing date for March 31, 2023.

33. On February 7, 2023, the Town Council of Eatonville voted to reject the comprehensive plan amendments and zoning changes sought by the developer.

34. On March 24, 2023, P.E.C. filed a lawsuit against the School Board challenging whether it complied with statutory requirements for disposal of surplus property and whether the 1951 deed restriction requiring the land to be used for educational purposes was still in effect. *Association to Preserve the Eatonville Community (P.E.C.) v. Sch. Bd. of Orange County, FL*, Case No. 2023-CA-005295-O (Fla. 9th Jud. Cir.).

35. On March 31, 2023, the developer notified the School Board that it wished to terminate the sales contract.

36. On December 31, 2024, the court granted the School Board's motion for judgment on the pleadings finding that there was no active case or controversy because there was no pending sale.

37. Specifically, the Court reasoned that, "The School Board is not actively accepting bids for the purchase and sale of the property. It has taken no public action related to the Hungerford Property since the termination of its most recent contract."

38. During the litigation, the School Board held three closed attorney-client sessions (known under Florida law as shade meetings).

39. The School Board failed to follow Florida's legal requirements for holding valid shade meetings on three occasions—April 10, 2024; October 15, 2024; and October 29, 2024.

40. The only statutorily authorized persons allowed to attend an attorney-client session in a shade meeting are members of the school board, the superintendent (as the chief administrative or executive officer), and attorneys for the school board. No other staff or personnel are allowed.

41. The school board allowed unauthorized personnel to attend all three meetings. Three unauthorized personnel were present at the April 10, 2024 shade meeting: Bridget Williams, Deputy Superintendent, Executive Services; Michael D. Armbruster, Deputy Superintendent; and Rosa Grant, Executive Leader, Career and Technical Education. One unauthorized staff member was at the October 15, 2024 shade meeting: Bridget Williams, Deputy Superintendent, Executive Services. Two unauthorized personnel were at the October 29, 2024 shade meeting: Bridget Williams, Deputy Superintendent, Executive Services; Michael D. Armbruster, Deputy Superintendent.

42. The School Board impermissibly used the shade meetings to meet behind closed doors to accomplish goals out of the sunshine that were otherwise required to be discussed at a public meeting.

43. Each of the meetings contained some discussion about settlement negotiations related to the litigation, but most of the discussions involved substantial deliberations about the School Board's official business that were required to take place in public.

44. When the School Board discussed whether to support the Town's bid to the state of Florida to place an African-American history museum on a portion of the Hungerford Property (April 10, 2024 meeting) or the Town's proposed lease-purchase agreement to transfer ownership and control of the Hungerford Property (October 2024 meetings), it violated the Sunshine Law.

45. The School Board exceeded the permissible scope of allowable closed-door conversations because the exemption merely provides a governmental entity's attorney an

opportunity to receive necessary direction and information from the government entity regarding pending litigation.

46. Decisions otherwise required to be made by the board at a public meeting, such as discussions about the proposed lease-purchase agreement with the Town of Eatonville, are not permitted to occur behind closed doors using the cloak of the shade exemption.

47. This secrecy, especially about the Board's decision-making as to whether to enter into an agreement to transfer the Hungerford Property to Eatonville, continued to pervade the Board's real estate dealings after the litigation had concluded by the beginning of 2025.

Memorandum of Understanding for the sale of the Hungerford Property to Dr. Phillips Charities

48. On June 15, 2025, Kenneth D. Robinson, the CEO of Dr. Phillips Inc. and the Dr. Phillips Foundation (hereinafter, "Dr. Phillips Charities"), wrote the Orange County School Board Superintendent that he had heard the Town of Eatonville was interested in pursuing ownership of the Hungerford Property and developing it themselves. He expressed concerns that the Town lacked the "capacity, capability, and credibility to make this a reality." He then offered that Dr. Phillips Charities was willing to step in to resume discussions about purchasing and developing the Hungerford Property if there was not a path forward with the Town of Eatonville.

49. According to its website, the Dr. Phillips Foundation was established in 1954 by the Dr. P. Phillips Company, which became the largest individual citrus grower of oranges, grapefruits, and tangerines in the world during the 1920s. In 1954, the company sold its citrus groves to the Minute Maid corporation in one of the largest single grove transactions in Florida history. Also, in 1954, Diversified Services, Inc. (now known as Dr. Phillips Inc.) was established "to manage the family's vast residential and commercial real estate holdings and other

investments.” In 1997, Dr. Phillips, Inc. became a nonprofit. Dr. Phillips, Inc. and Dr. Phillips Foundation both began using the name Dr. Phillips Charities.¹

50. Mr. Robinson sent this June 15, 2025 email two days prior to the June 17, 2025 School Board work session where the Town of Eatonville and the development company Baker Barrios discussed potential uses for the Hungerford Property.

51. By August 22, 2025, Dr. Phillips Charities had provided to the School Board a draft Memorandum of Understanding (“MOU”) to negotiate a purchase and sale agreement on the Hungerford Property.

52. On September 12, 2025, prior to any open public meetings, the School Board and Dr. Phillips Charities negotiated about material terms of the real estate agreement in the MOU, including ensuring that the language reflected that the land would transfer to Dr. Phillips Charities upon closing.

53. The School Board stated that they were in “full agreement regarding the nature of the transfers” and edited the MOU to reflect the changes negotiated by Dr. Phillips Charities.

54. Also, on September 12, 2025, the School Board negotiated terms with Dr. Phillips Charities about the specific improvements to the land to be provided as consideration for transferring the property and added those terms to the MOU.

55. Notes from a September 15, 2025, meeting reflect that Dr. Vazquez met with the then-mayor of Eatonville Angie Gardner and representatives from Dr. Phillips Charities, including Ken Robinson. The discussion centered around the public announcement of the deal; finalization of the press release; timing of a press release and coordinated messaging; a plan for a public vote at a September 30 public meeting; Dr. Vazquez’s intent to circulate the MOU to Board members;

¹ <https://drphillips.org/about-us/history/> (last accessed March 31, 2026).

a plan to announce the September 30 meeting contemporaneous with the press statement; and plans for Dr. Phillips Charities and the superintendent to discuss the pending agreement by holding one-on-one meetings with individual Board members “to comply with the Sunshine Law.”

56. On September 23, 2025, Dr. Phillips Charities, the then-mayor of Eatonville, and the superintendent of the School Board issued a joint press statement announcing that an agreement had been reached to sell the Hungerford Property to Dr. Phillips Charities.

57. The then-mayor of Eatonville, Angie Gardner, was quoted as saying “This is much more than a land deal. This is about building a legacy and a strong future for Eatonville through a bold, strategic partnership.” She thanked Dr. Phillips Charities and Baker Barrios for their partnership.

58. The School Board Superintendent, Dr. Maria Vazquez, was quoted as saying “I’m very excited for this agreement after years of thoughtful dialogue.” She thanked Dr. Phillips Charities and Eatonville for their partnership in creating the plan.

59. Weeks before issuing the press statement, Superintendent Vazquez had communicated with individual board members about the agreement with Dr. Phillips Charities. By September 8, she had counted votes from seven of the eight board members to ensure that they were in favor of the agreement and communicated that vote count to Dr. Phillips Charities.

60. Beginning one week before issuing the press statement, School Board General Counsel John C. Palmerini began circulating the MOU to board members by email, copying Superintendent Vazquez.

61. The public had no prior notice that the School Board intended to sell the property for redevelopment to Dr. Phillips Charities before the surprise press statement on September 23, 2025.

62. The last public statements made by the School Board about the disposition of the Hungerford Property were at the School Board work session held on June 17, 2025.

63. At the June 17 work session, representatives from Baker Barrios and the Town of Eatonville presented the results from the master planning process for Eatonville. Mayor Gardner indicated that Dr. Phillips Charities supported the master plan and the community's priorities for the Town's future development. The remainder of the discussion centered on various educational uses for some portion of the Hungerford Property and options for the ultimate disposition of the Property through various means.

64. Board members did not discuss selling the property to Dr. Phillips Charities for redevelopment at the June 17 work session.

65. On September 24, 2025, the School Board noticed a September 30, 2025, work session, scheduled for 2:00 p.m., at which "Consideration of Proposed Memorandum of Understanding between Dr. P. Phillips Foundation and the School Board of Orange County, Florida regarding Hungerford Property located within the Town of Eatonville" was on the agenda.

66. On September 24, 2025, the School Board noticed a public meeting for Open Public Comment at 4:00 p.m. and a regular session of the School Board at 5:00 p.m. both to be held on September 30, 2025.

67. The request to approve the MOU between Dr. Phillips Charities and the School Board regarding Hungerford Property located within the Town of Eatonville was item number 17.02 on the agenda for the School Board's September 30 meeting.

68. On September 25, 2025, the Town Council of Eatonville held a special council meeting and voted to adopt a resolution expressing their objections to the proposed MOU. Council

members raised concerns that the mayor had kept them in the dark about the deal and concerns about the terms of the MOU.

69. Council members had learned of the secret deal just days before the September 23 press release was issued announcing the sale of the Hungerford Property to Dr. Phillips Charities.

70. At the September 25 Eatonville Town Council meeting, representatives of Dr. Phillips Charities told Town Council that they had asked that negotiations over the MOU be kept confidential.

71. During public comment at the September 25 Town Council meeting, members of the public expressed their concerns at the lack of transparency and secrecy over the intended sale of the Hungerford Property.

72. Eatonville council members expressed concern that they were not offered the opportunity to buy or otherwise own the land.

73. At the September 30 School Board meeting, Board members took a formal vote to unanimously approve the MOU.

74. The MOU memorialized the contours of the negotiated terms of an agreement for the sale of the Hungerford Property to Dr. Phillips Charities.

75. At the September 30 School Board meeting, Board members voted to unanimously approve the designation of the Hungerford Property as surplus under § 1013.28(1)(a), Fla. Stat. This is a mandatory statutory requirement prior to disposing of the land through a sale.

76. The MOU was signed on September 30, 2025, by the following individuals: Kenneth D. Robinson, president/CEO of The Dr. P. Phillips Foundation; Terry Prather, board chair of The Dr. P. Phillips Foundation; Teresa Jacobs, school board chair of the School Board of Orange County, FL; Maria F. Vazquez, superintendent of the Orange County School District; and Angie

Gardner, mayor of the Town of Eatonville. This fully executed MOU is attached to this Complaint as Exhibit A.

Real estate purchase agreement for the sale of the Hungerford Property to Dr. Phillips Charities

77. On December 29, 2025, the School Board noticed a work session meeting for January 6, 2026. The proposed Real Estate Purchase Agreement for the Hungerford Property between the School Board and Dr. Phillips, Inc., and The Dr. P. Phillips Foundation, Inc. (hereinafter, “Purchase Agreement”) was attached to the notice.

78. On January 5, 2026, the School Board noticed an Open Public Comment Meeting and regular session of the School Board, both to be held on January 13, 2026.

79. The January 6 work session was open to the public but not a meeting at which formal votes were taken or public comment allowed.

80. The four main development provisions of the Purchase Agreement—development of community green space and pavilion, an early learning center, a town center and history center/museum, and affordable housing—mirror the main development provisions of the MOU.

81. The Purchase Agreement differs from the MOU in that it provides the full sales price of \$14 million; the specific terms and conditions for discounting the full sales price based on Dr. Phillips Charities’ completion of the four main development provisions first introduced in the MOU; and a non-refundable deposit, compliance date, and provisions for the effect of delay.

82. At some point between the September 30 public meeting and the January 6 work session, the School Board and Dr. Phillips Charities negotiated the full sales price of the land and the specific dollar amounts that would be credited to Dr. Phillips Charities if they completed certain development targets. None of this was discussed at a public meeting prior to a sales contract with

these negotiated terms being presented to the School Board for discussion at the January 6 work session.

83. At the January 6 work session, questions were asked about how the School Board and Dr. Phillips Charities arrived at the sales price of \$14 million (with \$1 million due at closing). General Counsel for the School Board stated that it was the same price from their prior sales contract for the land in 2021. Counsel admitted that they had not done an appraisal and as of the date of the work session did not know the appraised value of the land.

84. At the January 6 work session, the School Board discussed whether certain substantive terms of the Purchase Agreement could be changed. One example was whether there could be a right of first refusal to Eatonville if there is a future sale of the Hungerford property.

85. The attorney for the School Board said changes to the contract would have to be negotiated with Dr. Phillips Charities.

86. The Board discussed the possibility that if they attempted to have further negotiations it could delay the vote on the Purchase Agreement.

87. The Board had already scheduled a public meeting about the Purchase Agreement for January 13, 2026, at which public comment would be allowed and a formal Board vote taken.

88. Representatives from the Town of Eatonville requested a 90-day extension. The Board declined to approve the extension.

89. The School Board's minutes from the meeting reflect that the Board asked for its General Counsel to work with Dr. Phillips Charities on whether potential changes could be negotiated to the contract, including whether "good faith" could be further defined; whether the Superintendent's ability to amend the Purchase Agreement could be changed; and whether a right of first refusal could be provided to the Town.

90. Although a formal vote was not taken, multiple Board members indicated at the January 6 work session that they supported approving the Purchase Agreement.

91. Prior to a formal vote by the School Board to approve the Purchase Agreement, on January 9, 2026, Kenneth Robinson, president/CEO of both Dr. Phillips Inc. and Dr. P. Phillips Foundation, Inc., signed the Purchase Agreement.

92. The Purchase Agreement signed on January 9 contained some revisions to the provisions defining further “good faith efforts” and the Superintendent’s ability to amend the Purchase Agreement without board approval. The Purchase Agreement was not revised to reference any ability for Eatonville to have a right of first refusal if the land were later resold.

93. On January 13, 2026, the Board took a formal vote to unanimously approve the Purchase Agreement for the sale of the Hungerford Property to Dr. Phillips Charities.

94. On January 13, 2026, John C. Palmerini, general counsel for the School Board, signed the Purchase Agreement.

95. On January 14, 2026, on behalf of the School Board, the following individuals signed the Purchase Agreement: Teresa Jacobs, board chair, and Maria F. Vazquez, superintendent. The fully executed Purchase Agreement is attached to this Complaint as Exhibit B.

The School Board’s public-private partnership to develop the Hungerford Property

96. The Purchase Agreement requiring that the Dr. Phillips Charities develop certain parcels of the Hungerford Property for specified public uses in exchange for a discount on the purchase price of the land constitutes a “qualifying project” under Florida’s public-private partnership law, Fla Stat. § 255.065.

97. The public-private partnership law applies to the School Board as a “responsible public entity,” and it applies to Dr. Phillips Charities as a “private entity.”

98. The public-private partnership law applies to certain “qualifying projects,” specifically, “[a] facility or project that serves a public purpose, including, but not limited to . . . medical or nursing care facility, recreational facility, sporting or cultural facility, or educational facility or other building or facility that is used or will be used by a public educational institution, or any other public facility or infrastructure that is used or will be used by the public at large or in support of an accepted public purpose or activity[.]” Fla Stat. § 255.065(1)(i).

99. Qualifying projects in the MOU and Purchase Agreement include the early learning center, green space/pavilion for community festivals, the town center and history museum, and the community hub/healthcare facility because they are public facilities or infrastructure that will be used by the public at large or in support of an accepted public purpose or activity. Medical and educational facilities are specifically identified as examples of qualifying projects in the statute.

100. Accordingly, the MOU and Purchase Agreement between Dr. Phillips Charities and the School Board constitute a public-private partnership under Florida law.

101. The School Board did not solicit bids for the sale or redevelopment of the Hungerford Property.

102. Therefore, since Dr. Phillips Charities’ bid for the redevelopment of the Hungerford Property was unsolicited, the public-private partnership statute details certain considerations that must be discussed at public meetings prior to reaching a decision to entering into the public-private partnership.

103. The School Board is authorized to proceed with an unsolicited proposal for qualifying projects without a public bidding process “if the responsible public entity holds a duly

noticed public meeting at which the proposal is presented and affected public entities and members of the public are able to provide comment and, at a second duly noticed public meeting, determines that the proposal is in the public's interest." § 255.065(3)(c), Fla. Stat. (2025).

104. In making the public interest determination, the public entity must consider all of the following factors (*id.*): "1. The benefits to the public. 2. The financial structure of and the economic efficiencies achieved by the proposal. 3. The qualifications and experience of the private entity that submitted the proposal and such entity's ability to perform the project. 4. The project's compatibility with regional infrastructure plans. 5. Public comments submitted at the meeting. The responsible public entity must provide a statement that explains why the proposal should proceed and addresses such comments."

105. Then, the responsible public entity must publish in the Florida Administrative Register for at least 7 days a report that includes all of the following: (1) the public interest determination above; (2) the factors considered in making such public interest determination; and (3) the responsible public entity's findings based on each considered factor. *Id.* (3)(d).

106. There are other specific substantive requirements for consideration of these types of proposals generally and educational facilities, specifically, that all must be discussed at duly noticed public meetings.

107. The School Board will forgive up to \$13 million of the full sales price to the developer in exchange for accomplishment of certain identified projects.

108. Representatives from the Town of Eatonville and the Community Redevelopment Agency raised concerns at the January 6 work session about their lack of knowledge or input into this plan, whether these specific projects are needed or desired by the community, and whether these uses are consistent with the Town's comprehensive plan.

Florida's Sunshine Law

109. Florida's Sunshine Law requires that all meetings of a school board "at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such a meeting." § 286.011(1), Fla. Stat. (2025).

110. The School Board "must provide reasonable notice of all such meetings." *Id.*

111. The purpose of the notice requirement is to apprise the public of the pendency of matters that might affect their rights, afford them an opportunity to appear and present their views, and afford them reasonable time to make an appearance.

112. Florida's Sunshine Law applies to the entire decision-making process of the School Board, and not merely to the final vote to ratify a decision previously made outside the sunshine.

113. All steps and deliberations in the decision-making process must be open to the public.

114. The Sunshine Law applies to real estate negotiations and decisions to sell public land like the Hungerford Property.

115. The Sunshine Law applies to decisions required to be taken at duly noticed public meetings to enter into public-private partnerships.

Public Concern

116. Standing is liberal under Florida's Sunshine Law and a special injury is not required.

117. The mere showing that the Sunshine Law has been violated is irreparable public injury.

118. P.E.C.'s principal place of business in Eatonville, Florida, is located in close proximity to the Hungerford Property.

119. The Hungerford Property constitutes 14% of the Town of Eatonville's total land.

120. As the Hungerford Property is currently vacant, the land's ownership, control, and responsible development is key to the P.E.C.'s preservation efforts for this Property and the Town as a whole.

121. At its address in Eatonville, P.E.C. operates the Zora Neale Hurston National Museum of Fine Arts ("the Hurston Museum.").

122. P.E.C. established the Zora Neale Hurston Festival of the Arts and Humanities in 1990. It is the country's longest running arts and humanities festival celebrating the cultural contributions that people of African ancestry have made throughout the African diaspora.

123. For over three decades, P.E.C. utilized the Hungerford school campus and facilities to present the annual festival and other programs, such as educational conferences. The 2026 festival was held, with permission of the School Board, on a portion of the Hungerford Property.

124. The School Board's actions in violation of Florida's Sunshine Law harmed the P.E.C.'s right to be present at all steps in the Board's decision-making process about the sale and redevelopment of the Hungerford Property.

**COUNT 1 -
Violation of Florida's Government in the Sunshine Law,
§ 286.011, Fla. Stat. (2025), and Art. I, § 24(b), Fla. Const.
Sale of the Hungerford Property**

125. Plaintiff alleges and adopts paragraphs 1-124 by reference here.

126. Florida's Sunshine Law requires the entire decision-making process related to the real estate negotiations for the sale and redevelopment of the Hungerford Property to be open to the public.

127. The Sunshine Law must be construed to frustrate all evasive devices. Staff members are not subject to the Sunshine Law. However, the use of staff members or others as liaisons and intermediaries to circumvent public meetings requirements to discuss a specific matter that is reasonably foreseeable to come before the board is an evasive device. *See Blackford for Use & Benefit of Cherokee Jr. High Sch. Parent-Tchr. Ass'n. v. Sch. Bd. of Orange Cnty.*, 375 So. 2d 578, 580-81 (Fla. 5th DCA 1979) (holding the superintendent acted as an intermediary to improperly circumvent the Sunshine Law by having successive meetings with board members to discuss and assess their positions on proposals that would later come before the board at a public meeting).

128. At the time of the September 23 press announcement that the School Board had reached an agreement to sell the Hungerford Property to Dr. Phillips Charities, there had not been a single public meeting where this sale was contemplated.

129. There was no public vote prior to the announcement of the agreement.

130. The Board had not issued a request for proposals or bids. The Board had not taken any public action to indicate it was willing to sell the property to anyone or any interests it had in developing the property for specific purposes.

131. No deliberations of any kind had taken place at a public meeting prior to the announcement of the sale.

132. Staff members' actions in circulating the MOU in advance to board members, having individual discussions with board members, and counting votes of board members prior to noticing a public meeting constituted acting as an improper intermediary, holding de facto meetings, and otherwise evading the requirements of the Sunshine Law by conducting business that should have taken place at a public meeting.

133. The Sunshine Law prohibits exactly these kinds of secret deals without the involvement of the public, which has the right to be present at all phases of the decision-making process.

134. The September 30 meeting to formally vote to approve the MOU was merely ceremonial acceptance of an agreement that had already been negotiated and approved prior to any discussions being held in public.

135. As all steps in the deliberations process are required to be held in the sunshine, the approval of the MOU at the September 30 meeting violated the Sunshine Law and is void ab initio.

136. The School Board's formal vote to unanimously approve the Purchase Agreement at a public meeting on January 13, 2026, was merely ceremonial acceptance of an agreement that had already been crystallized prior to a formal public vote.

137. As all steps in the deliberations process are required to be held in the sunshine, the formal vote to approve of the Purchase Agreement at the January 13 meeting violated the Sunshine Law and is void ab initio.

**COUNT 2 -
Violation of Florida's Government in the Sunshine Law,
§ 286.011, Fla. Stat. (2025), and Art. I, § 24(b), Fla. Const.
Public-Private Partnership to develop portions of the Hungerford Property**

138. Plaintiff alleges and adopts paragraphs 1-124 by reference here.

139. Florida's Sunshine Law requires the entire decision-making process related to the decision to enter into a public-private partnership agreement for development of certain portions of the Hungerford Property to be open to the public.

140. Florida law on public-private partnerships requires that certain substantive discussions be held at two separate public meetings prior to approving an unsolicited bid.

141. Dr. Phillips Charities' offer to purchase the Hungerford Property constituted an unsolicited bid because the School Board had not issued a Request for Proposal for the sale of the Property.

142. The School Board failed to hold two duly noticed public meetings and weigh the required considerations at these meetings prior to approving the Purchase Agreement.

143. The School Board's failure to conduct all of the required steps in the decision-making process to enter into a public-private partnership with Dr. Phillips Charities at meetings open to the public violates the Sunshine Law.

144. The MOU and Purchase Agreement are void ab initio for violations of the Sunshine Law as it relates to the public meeting requirements for entering into a public-private partnership.

**COUNT 3 -
Violation of Florida's Government in the Sunshine Law,
§ 286.011(8), Fla. Stat. (2025), and Art. I, § 24(b), Fla. Const.
Violations of Statutory Requirements for Closed Meetings**

145. Plaintiff alleges and adopts paragraphs 1-124 by reference here.

146. The School Board violated Florida's Sunshine Law when it held three shade meetings pursuant to Florida's exemption that allows closed attorney-client sessions during pending litigation.

147. The statutory exemption provides, in relevant part, that any "board..., and the chief administrative or executive officer of the governmental entity, may meet in private with the entity's attorney to discuss pending litigation to which the entity is presently a party before a court or administrative agency[.]" § 286.011(8), Fla. Stat. (2025). This is known as a "shade meeting." *City of St. Petersburg v. Wright*, 241 So. 3d 903, 904 (Fla. 2d DCA 2018).

148. The exemption is to be construed narrowly and strict construction applies. *City of Dunnellon v. Aran*, 662 So. 2d 1026, 1027 (Fla. 5th DCA 1995). “Substantial compliance” with the exemption is not enough. *Id.*

149. A number of statutory conditions set forth in § 286.011(8), Fla. Stat. (2025) must be met for the board to comply with the requirements of this exemption. *Zorc v. City of Vero Beach*, 722 So. 2d 891, 899 (Fla. 4th DCA 1998).

150. The School Board held three shade meetings during prior litigation with P.E.C. – April 10, 2024; October 15, 2024; and October 29, 2024.

151. The School Board failed to comply with these statutory requirements by allowing unauthorized persons to attend all three meetings.

152. When the board engaged in substantive discussions and deliberations during the shade meetings about whether to support the Town of Eatonville’s bid for a museum (April 10, 2024 meeting) or a lease-purchase agreement for the Hungerford Property (October 2024 meetings), it violated the Sunshine Law.

153. The School Board exceeded the permissible scope of the exemption because, as the legislative history states, “the Shade Exemption merely provides a governmental entity’s attorney an opportunity to receive necessary direction and information from the government entity.” *Anderson v. City of St. Pete Beach*, 161 So. 3d 548, 552-53 (Fla. 2d DCA 2014). The exemption was instead impermissibly used here for government “to meet behind closed doors to accomplish goals out of the sunshine.” *Id.*

154. A school board is authorized to enter into a lease-purchase agreement “upon such terms and conditions as the board determines are in its best interests.” § 1013.15(1), Fla. Stat. (2025). The Florida statutes specifically require that a school board’s discussions to “consider

approval” of the lease-purchase agreement must occur at a public meeting. *Id.* (“Before entering into or executing any such lease, a board shall consider approval of the lease or lease-purchase agreement at a public meeting, at which a copy of the proposed agreement in its final form shall be available for inspection and review by the public, after due notice as required by law.”)

155. All of the School Board’s considerations as to whether to enter into a lease-purchase agreement with the Town were required to take place in the sunshine.

156. At the October 2024 meetings, the School Board’s considerations about whether to enter into a lease-purchase agreement with the Town of Eatonville exceeded its limited authority to discuss settlement negotiations.

157. Counsel for plaintiffs in the prior litigation had extended a settlement offer if the School Board entered into a lease-purchase agreement with the Town of Eatonville. Although it is appropriate for the Board to discuss this offer to the extent it is giving direction to the Board’s attorney about settlement negotiations, the Board exceeded its authority by having wide-ranging discussions about whether to enter into a lease-purchase agreement.

158. Over the course of two meetings in October 2024, Board members and staff discussed the history of the Hungerford Property dating back to the 1800s, including the original donors of the land; how the School Board acquired the land in the 1950s; whether a dump was placed on the Hungerford Property; the amount of money the School Board had made from sales of the land; history of the School Board’s past attempts to sell the land; the potential impact of a decision to enter into an agreement with Eatonville on an upcoming referendum for a half penny sales tax for school funding; the potential impact on union negotiations; a potential offer to purchase the Hungerford Property from another developer; the Florida Live Local Act and how that may have increased the value of the land for a developer if it were used for affordable housing;

concerns about media coverage of the Board's past and future actions related to the Hungerford Property; and other topics not authorized under the limited scope of this exemption that otherwise would be required to take place in the sunshine.

159. School Board members and staff also discussed their views about Eatonville's capacity to manage the Hungerford Property; whether Eatonville could turn around and sell the Hungerford Property for millions of dollars; whether Eatonville had been a good partner to the School Board; whether Eatonville had been good stewards of its land; whether Eatonville ever owned the Hungerford Property and the original purposes of the land donations to set up the school; and if the School Board had some type of obligation to return it to the community.

160. The fact that the School Board later discussed this same lease-purchase agreement at a public June 2025 work session, after the litigation had concluded, further demonstrates that these secret conversations deprived the public of contemporaneous knowledge of the Board's decision-making and deliberative process.

161. After the School Board's decision had already been made to sell the land to Dr. Phillips Charities, the Town continued to raise objections, including at the January 6 work session and the January 13 public meeting to vote on the Purchase Agreement.

162. Because of the Board's violation of this exemption to hold discussions behind closed doors, the Town, its residents, and interested members of the public, were deprived of contemporaneous knowledge of the full scope of the Board's considerations.

163. The Board's actions violated the requirements of this limited statutory exemption.

164. The Board's impermissible closed-door discussions were part of a broader pattern of secret dealings that pervaded its decision not to transfer the land to the Town and instead to

enter into an agreement to sell the land for redevelopment to Dr. Phillips Charities outside of the public view.

165. P.E.C. is entitled to relief in the form of a declaration that the Board violated the Sunshine Law when it failed to meet the procedural requirements of § 286.011(8), Fla. Stat. (2025) and failed to confine its discussions to limited permissible topics during the attorney-client shade meetings held on April 10, 2024; October 15, 2024; and October 29, 2024.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court:

- A. Declare that the School Board violated Florida's Government in the Sunshine Law, § 286.011, Fla. Stat. (2025), and Article I, § 24(b) of the Florida Constitution and declare all actions taken in violation of this law to be void ab initio;
- B. Issue an injunction invalidating the School Board's decision and the MOU and Purchase Agreement with Dr. Phillips Charities due to violations of § 286.011, Fla. Stat. and Article I, § 24(b) of the Florida Constitution;
- C. Issue an injunction restraining the School Board from entering into a public-private partnership with Dr. Phillips Charities without noticing and holding the required discussions at public meetings due to violations of § 286.011, Fla. Stat. and Article I, § 24(b) of the Florida Constitution;
- D. Award Plaintiff attorneys' fees and costs pursuant to § 286.011(4), Fla. Stat. (2025);
- E. Award any other relief this court deems just and proper.

Dated: April 1, 2026

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**Motions for Pro Hac Vice Filed
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