

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

MARK DICKINSON,
Plaintiff,

v.

Case No.:

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

_____/

EMERGENCY VERIFIED COMPLAINT

Plaintiff, MARK 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 public-meeting requirements governing collective bargaining negotiations under section 447.605(2), Florida Statutes, and alleges as follows:

INTRODUCTION

The City of Orange City conducted a municipal union bargaining session behind secured doors while a Florida citizen repeatedly demanded access to proceedings that state law requires to be open to the public. On October 7, 2026, City officials convened a meeting expressly designated "Union Negotiations," involving senior municipal officials, police personnel, and individuals associated with the City's collective bargaining process. Rather than provide meaningful public access, City employees denied knowledge of the meeting, represented that it was not public, and repeatedly delayed Plaintiff's attendance. Even after a senior City official acknowledged the

meeting's bargaining purpose, Plaintiff remained excluded. Only after intervention involving the City Clerk and City Attorney was Plaintiff admitted to the meeting area, more than an hour after the scheduled commencement. Florida's Sunshine Law does not permit public officials to conceal covered negotiations, obstruct citizens seeking admission, or substitute belated access for the public's right to observe governmental proceedings as they occur. Plaintiff brings this action to obtain a judicial declaration that the City's unlawful exclusion and failure to provide adequate public access violated Florida law, to prevent repetition of those violations, and to recover reasonable attorney's fees and costs.

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff, Mark Dickinson, is a natural person and resident of Volusia County, Florida, residing in Port Orange, Florida.
2. Plaintiff is a citizen of Florida entitled to attend governmental meetings subject to the public-access requirements of section 286.011, Florida Statutes.
3. Defendant, City of Orange City, Florida, is a municipal corporation organized and existing under Florida law and located in Volusia County, Florida.
4. At all material times, Defendant acted through its officers, employees, agents, representatives, and officials exercising authority over municipal operations and collective bargaining matters.
5. This is an action for declaratory and injunctive relief arising under sections 447.605(2) and 286.011, Florida Statutes.
6. This Court has 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 circuit courts to issue injunctions enforcing the purposes of Florida's Government in the Sunshine Law.
8. Plaintiff seeks a declaration of the parties' rights and obligations pursuant to section 86.011, Florida Statutes.
9. An actual and present controversy exists concerning the City's conduct of the October 7, 2026 union bargaining session, its exclusion of Plaintiff, and its compliance with Florida's public-meeting requirements.
10. Venue is proper in Volusia County pursuant to section 47.011, Florida Statutes, because Defendant is located in Volusia County and the events giving rise to this action occurred therein.

GENERAL ALLEGATIONS

A. Florida Law Requires Public Access to Collective Bargaining Negotiations

11. Florida law establishes a strong and longstanding public policy requiring governmental proceedings to be conducted openly and transparently.
12. Article I, Section 24(b) of the Florida Constitution recognizes the public's constitutional right of access to meetings of covered governmental bodies at which official acts are taken or public business is transacted or discussed, subject to lawful exemptions.
13. Section 286.011(1), Florida Statutes, requires covered governmental meetings to be open to the public and prohibits binding official action taken in violation of its requirements.

14. Section 447.605(2), Florida Statutes, specifically requires collective bargaining negotiations between a public employer's chief executive officer, or representative, and a bargaining agent to comply with section 286.011.
15. The Legislature expressly distinguishes actual collective bargaining negotiations from internal employer discussions concerning collective bargaining, which are exempt under section 447.605(1), Florida Statutes.
16. Actual negotiations between municipal representatives and a bargaining agent are therefore subject to the public-access protections of Florida's Sunshine Law.
17. In *Board of Public Instruction of Broward County v. Doran*, 224 So. 2d 693 (Fla. 1969), the Florida Supreme Court recognized the importance of open governmental proceedings and the availability of injunctive relief to enforce the Sunshine Law.
18. Likewise, in *Town of Palm Beach v. Gradison*, 296 So. 2d 473 (Fla. 1974), the Florida Supreme Court recognized that governmental proceedings subject to the Sunshine Law cannot lawfully be conducted through procedures that circumvent public scrutiny.
19. Defendant was obligated to comply with these statutory requirements when conducting collective bargaining negotiations with representatives of municipal employees.

B. The City's October 7, 2026 Union Bargaining Session

20. On October 7, 2026, Plaintiff visited the Orange City Clerk's Office to obtain public records concerning Flock informational logs.
21. At approximately 12:18 p.m., Plaintiff submitted public records requests to City Clerk Kaley Burleson.

22. While conducting business at City Hall, Plaintiff observed City Manager Christine Davis walking toward a nearby municipal annex building.
23. Plaintiff also observed a City-issued vehicle associated with Police Chief Jerome Miller parked near the annex.
24. At approximately 1:13 p.m., Plaintiff entered the annex building accompanied by Gary Knight.
25. Upon entering, Plaintiff observed Sergeant Harelson, Detective Martell, and Sergeant Theriault near a secured office area accessible through a keypad-controlled door.
26. Upon observing Plaintiff, the officers turned around and closed the secured door.
27. At approximately 1:22 p.m., Plaintiff approached a City employee and requested information concerning the meeting occurring inside the building.
28. The employee contacted the Deputy Director of Development Services.
29. At approximately 1:24 p.m., Plaintiff questioned the Deputy Director regarding the meeting and requested documents, notices, and other identifying information.
30. The Deputy Director denied knowledge of the meeting and informed Plaintiff that it was not a public meeting.
31. Plaintiff was not provided access to the proceedings.
32. Plaintiff subsequently returned to the City Clerk's Office to obtain additional information.
33. At approximately 1:34 p.m., City Clerk Kaley Burleson provided Plaintiff with a printed electronic communication titled "FW: Union Negotiations."
34. The document identified the following meeting information:

Meeting: Union Negotiations

Date: October 7, 2026

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

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

Organizer: Jerome Miller

35. The City's own contemporaneous records expressly identified the proceeding as a union negotiation meeting.
36. Plaintiff alleges, upon information and belief, that the City convened the October 7, 2026 session for the purpose of conducting collective bargaining negotiations between authorized municipal representatives and a bargaining agent representing City employees.
37. The scheduled meeting involved senior City officials and personnel associated with the City's police operations and collective bargaining process.
38. The City's designation of the meeting as "Union Negotiations," its scheduled two-hour duration, its designated conference room, and the presence of senior municipal officials provide a factual basis for Plaintiff's allegation that the proceeding was a collective bargaining session rather than an ordinary administrative meeting.
39. Plaintiff further alleges, upon information and belief, that the bargaining session commenced at its scheduled time while Plaintiff remained excluded from the secured meeting area.
40. Defendant failed to provide Plaintiff with any publicly posted notice identifying the meeting when he requested information from City personnel.

41. City employees repeatedly denied knowledge of the meeting or represented that it was not open to the public.

42. Plaintiff alleges, upon information and belief, that Defendant failed to provide reasonable public notice of the bargaining session as required by section 286.011, Florida Statutes.

43. The City's internal scheduling communication did not itself constitute proof that the public received reasonable notice of the meeting.

44. Defendant's conduct prevented Plaintiff from obtaining timely access to the City's scheduled collective bargaining proceedings.

C. City Officials Repeatedly Obstructed Plaintiff's Attendance

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

46. Plaintiff communicated his request to multiple City employees.

47. Rather than permit Plaintiff to attend, City employees referred the matter to the Deputy Director of Development Services.

48. At approximately 1:46 p.m., the Deputy Director indicated that the issue was beyond her authority.

49. At approximately 1:49 p.m., Pete Thomas, a City official and former Orange City Police Chief, arrived and spoke with Plaintiff.

50. Plaintiff informed Thomas that he intended to attend the public union negotiation meeting.

51. Thomas initially disputed whether the meeting was public.

52. Plaintiff presented Thomas with the City's written communication identifying the proceeding as union negotiations.
53. After reviewing the document, Thomas acknowledged that the meeting involved union negotiations.
54. Despite this acknowledgment, Thomas did not immediately facilitate Plaintiff's attendance.
55. Instead, Thomas indicated that he needed to make a telephone call and proceeded toward the rear of the building.
56. Plaintiff remained outside the meeting area.
57. At approximately 2:02 p.m., Plaintiff again encountered Thomas.
58. Thomas indicated that Plaintiff could enter the meeting.
59. Nevertheless, Plaintiff was not admitted at that time.
60. Thomas continued speaking with Plaintiff before entering the building, forcefully closing the door, and stating, "Good luck."
61. Plaintiff alleges that Thomas's conduct further obstructed his efforts to attend the proceedings.
62. By this time, the City had received repeated requests for admission and possessed actual knowledge that Plaintiff was attempting to observe its scheduled union bargaining session.
63. Defendant nevertheless failed to provide timely access.
64. The City's conduct deprived Plaintiff of the opportunity to observe the scheduled bargaining proceedings during the period of his exclusion.

D. Plaintiff Was Admitted Only After Intervention Involving the City Attorney

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

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

67. Plaintiff's admission occurred approximately sixty-three minutes after the meeting's scheduled commencement and approximately twenty-seven minutes after his express request to attend at 1:36 p.m.

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

69. Plaintiff was offered a chair but did not observe substantive collective bargaining discussions.

70. The meeting was subsequently canceled.

71. Plaintiff observed police personnel, a Human Resources employee, Police Chief Jerome Miller, and City Manager Christine Davis in the meeting area.

72. Plaintiff also observed a screen displaying initials.

73. Following the cancellation, Police Chief Jerome Miller remained inside the building with Attorney Brian Lambert and Greg Cook.

74. Plaintiff alleges that Defendant's belated admission did not restore his opportunity to observe proceedings conducted during the period of exclusion.

75. The right to attend a public meeting includes the opportunity to observe covered governmental proceedings as they occur.

76. Defendant's eventual decision to admit Plaintiff did not retroactively provide public access during the preceding portion of the scheduled meeting.

77. Plaintiff possesses video recordings documenting his interactions with City officials concerning the meeting.

78. Plaintiff also possesses the printed meeting communication supplied by the City Clerk.

79. These materials document the City's identification of the meeting as union negotiations, Plaintiff's repeated requests for access, and the conduct of City officials in response.

E. Defendant's Conduct Creates a Continuing Threat to Public Access

80. Following the October 7, 2026 incident, Plaintiff obtained information suggesting that the City's police and fire union negotiations have not consistently been publicly noticed or accessible.

81. Plaintiff alleges, upon information and belief, that Defendant has conducted additional municipal collective bargaining proceedings without consistently providing the public access required by Florida law.

82. Defendant's handling of the October 7, 2026 meeting demonstrates deficiencies in its procedures for notifying the public and admitting citizens to collective bargaining sessions held within secured municipal facilities.

83. Multiple City employees were unable or unwilling to provide accurate information concerning the meeting.

84. Even after a senior City official acknowledged the meeting's purpose, Plaintiff remained excluded.

85. Access was provided only after intervention involving the City Clerk and City Attorney.

86. Plaintiff reasonably apprehends that similar exclusionary practices will recur during future municipal collective bargaining proceedings unless Defendant implements lawful notice and access procedures.

87. Plaintiff seeks relief specifically directed toward the City's practice of conducting covered bargaining sessions within secured municipal facilities without providing timely and meaningful public access.

**COUNT I – VIOLATION OF SECTION 286.011, FLORIDA STATUTES, AS
INCORPORATED BY SECTION 447.605(2)
(DECLARATORY RELIEF AND ATTORNEY'S FEES)**

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

89. Section 447.605(2), Florida Statutes, requires collective bargaining negotiations between a public employer's authorized representative and a bargaining agent to comply with section 286.011.

90. Defendant is a public employer subject to the requirements of Chapter 447, Florida Statutes.

91. On October 7, 2026, Defendant convened a meeting expressly designated "Union Negotiations."

92. Plaintiff alleges, upon information and belief, that the meeting was a collective bargaining session between City representatives and a bargaining agent representing municipal employees.

93. Defendant's own scheduling records identify the meeting as union negotiations.

94. The meeting was scheduled to occur from 1:00 p.m. until 3:00 p.m. at the municipal annex.

95. Defendant conducted the session within a secured municipal facility.
96. Plaintiff repeatedly sought admission to the proceedings.
97. City employees denied knowledge of the meeting, represented that it was not public, and failed to facilitate Plaintiff's timely attendance.
98. Plaintiff expressly requested admission at approximately 1:36 p.m.
99. Defendant did not admit Plaintiff to the meeting area until approximately 2:03 p.m.
100. Plaintiff was therefore excluded from the scheduled bargaining proceedings for a substantial period despite his repeated requests to attend.
101. Plaintiff further alleges, upon information and belief, that Defendant failed to provide legally sufficient public notice of the bargaining session.
102. Defendant's exclusion of Plaintiff and failure to provide meaningful public access violated the requirements of section 286.011, Florida Statutes, as incorporated by section 447.605(2).
103. In *Board of Public Instruction of Broward County v. Doran*, 224 So. 2d 693 (Fla. 1969), the Florida Supreme Court recognized the public's right to attend covered governmental meetings and the authority of courts to enforce the Sunshine Law.
104. In *Town of Palm Beach v. Gradison*, 296 So. 2d 473 (Fla. 1974), the Florida Supreme Court recognized the legal consequences of conducting governmental proceedings in violation of the Sunshine Law.
105. Defendant's belated admission of Plaintiff did not eliminate the preceding denial of public access.
106. Plaintiff has suffered the loss of his statutory opportunity to observe the bargaining proceedings during the period of exclusion.

107. An actual controversy exists concerning the legality of Defendant's conduct and its obligations under sections 447.605(2) and 286.011, Florida Statutes.
108. Plaintiff is entitled to a judicial declaration resolving that controversy.
109. Section 286.011(4), Florida Statutes, authorizes an award 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 the statute.
110. Plaintiff has retained legal counsel to prosecute this action and seeks recovery of reasonable attorney's fees and taxable costs as authorized by law.

WHEREFORE, Plaintiff, MARK DICKINSON, respectfully requests that this Court enter judgment in his favor and against Defendant, CITY OF ORANGE CITY, FLORIDA, and:

- A. Declare that Defendant's October 7, 2026 collective bargaining session was subject to the public-meeting requirements of sections 447.605(2) and 286.011, Florida Statutes;
- B. Declare that Defendant violated Florida's Sunshine Law by excluding Plaintiff from the scheduled bargaining proceedings and denying him timely public access;
- C. Declare that Defendant violated Florida law by failing to provide reasonable public notice of the bargaining session;
- D. Declare unlawful any binding governmental action established to have been taken during the bargaining proceedings in violation of section 286.011, Florida Statutes;
- E. Declare invalid any specifically identified agreement or binding governmental action established to have resulted from unlawful proceedings, subject to applicable requirements concerning corrective action and the rights of affected parties;

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

G. Award Plaintiff taxable costs as authorized by law; and

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

COUNT II – PERMANENT INJUNCTIVE RELIEF
(SECTION 286.011(2), FLORIDA STATUTES)

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

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

113. Defendant is required to provide reasonable public notice and meaningful public access to collective bargaining negotiations governed by section 447.605(2), Florida Statutes.

114. On October 7, 2026, Defendant convened a municipal union bargaining session within a secured municipal facility.

115. Defendant failed to facilitate Plaintiff's attendance despite repeated requests.

116. City employees denied knowledge of the meeting, represented that it was not public, and delayed Plaintiff's admission.

117. Plaintiff was not admitted to the meeting area until approximately 2:03 p.m., more than one hour after the meeting's scheduled commencement.

118. Defendant's conduct demonstrates a failure to establish and implement procedures ensuring timely public access to covered collective bargaining proceedings.

119. Plaintiff further alleges that the City's handling of the October 7, 2026 meeting, together with information concerning its other municipal union negotiations, establishes a reasonable threat of similar violations during future bargaining sessions.
120. Plaintiff seeks an injunction directed specifically toward the notice and access deficiencies demonstrated by Defendant's conduct.
121. In *Board of Public Instruction of Broward County v. Doran*, 224 So. 2d 693, 699–700 (Fla. 1969), the Florida Supreme Court recognized that courts may enjoin future Sunshine Law violations when the prohibited conduct is identified with sufficient specificity.
122. Similarly, 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 narrowly tailored injunctive relief addressing future violations resembling those already established.
123. Plaintiff does not seek a blanket order requiring Defendant to comply with every provision of the Sunshine Law.
124. Instead, Plaintiff seeks specific relief preventing Defendant from repeating the conduct alleged in this Complaint.
125. Such relief includes requiring Defendant to provide reasonable public notice of covered bargaining sessions and meaningful public access to the locations where those proceedings occur.

126. When covered negotiations are conducted within secured municipal facilities, Defendant must provide a lawful means for members of the public to enter and observe the proceedings without unreasonable delay.
127. Defendant must not deny admission to covered negotiations merely because a meeting is conducted within an otherwise restricted municipal building.
128. Defendant must not delay public attendance through unnecessary referrals, conflicting explanations, or administrative obstruction.
129. The requested injunction would not prohibit Defendant from conducting legitimately exempt internal collective bargaining strategy discussions under section 447.605(1), Florida Statutes.
130. Rather, the requested injunction would enforce the Legislature's express distinction between exempt internal discussions and public collective bargaining negotiations.
131. Plaintiff alleges that the City's prior conduct and the continuing nature of its municipal collective bargaining activities establish a sufficient basis for prospective relief.
132. Plaintiff has no adequate remedy at law for the loss of the opportunity to attend future bargaining proceedings while they occur.
133. Plaintiff therefore seeks a permanent injunction narrowly tailored to prevent recurrence of the specific notice and access violations alleged herein.

WHEREFORE, Plaintiff, MARK DICKINSON, respectfully requests that this Court enter judgment in his favor and against Defendant, CITY OF ORANGE CITY, FLORIDA, and:

- A. Enter a permanent injunction prohibiting Defendant from conducting collective bargaining negotiations subject to section 447.605(2), Florida Statutes, without reasonable public notice;
- B. Require Defendant to provide a reasonably accessible entrance for members of the public attending covered bargaining sessions held within secured municipal facilities;
- C. Require Defendant to establish a reasonable procedure for promptly admitting members of the public who request attendance at covered collective bargaining negotiations;
- D. Prohibit Defendant from excluding or unreasonably delaying members of the public seeking admission to covered bargaining sessions absent a legally applicable exemption;
- E. Prohibit Defendant from conducting covered collective bargaining negotiations behind secured doors without providing meaningful public access;
- F. Award Plaintiff reasonable attorney's fees pursuant to section 286.011(4), Florida Statutes, upon a finding of a Sunshine Law violation;
- G. Award Plaintiff taxable costs as authorized by law; and
- H. Grant such other and further relief as this Court deems just and proper.

DEMAND FOR ATTORNEY'S FEES AND COSTS

- 134. Plaintiff has retained counsel to enforce his rights under Florida law.
- 135. Section 286.011(4), Florida Statutes, authorizes the assessment of reasonable attorney's fees against a governmental agency upon a judicial determination that the agency violated the Sunshine Law.

136. Plaintiff seeks an award of reasonable attorney's fees pursuant to section 286.011(4), Florida Statutes, together with taxable litigation costs as authorized by law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, MARK DICKINSON, respectfully requests that this Court enter final judgment in his favor and against Defendant, CITY OF ORANGE CITY, FLORIDA, and:

- A. Declare that Defendant's October 7, 2026 collective bargaining session was governed by sections 447.605(2) and 286.011, Florida Statutes;
- B. Declare that Defendant violated Florida's Sunshine Law by denying Plaintiff timely access to the bargaining proceedings;
- C. Declare that Defendant violated Florida law by failing to provide reasonable public notice of the bargaining session;
- D. Declare invalid any identified agreement, decision, or binding governmental action established to have resulted from proceedings conducted in violation of section 286.011, subject to applicable law;
- E. Enter a permanent injunction requiring reasonable public notice and meaningful public access to future covered collective bargaining negotiations;
- F. Prohibit Defendant from repeating the specific exclusionary practices described in this Complaint;
- G. Award Plaintiff reasonable attorney's fees pursuant to section 286.011(4), Florida Statutes;
- H. Award Plaintiff taxable litigation costs as authorized by law; and

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