Filing # 169621622 E-Filed 03/24/2023 05:56:05 PM

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

ASSOCIATION TO PRESERVE THE EATONVILLE COMMUNITY, INC., Plaintiff, v. SCHOOL BOARD OF ORANGE COUNTY, FL, Defendant.	Case No.:

COMPLAINT FOR DECLARATORY JUDGMENT AND SUPPLEMENTAL RELIEF

1. Founded in 1887 by newly emancipated African Americans, the Town of Eatonville, FL ("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. Black residents comprise approximately 73% of Eatonville's current population.

2. This action concerns real property located in the Town that, with the help of charitable donors, was set aside for the education of the Town's children by newly emancipated people seeking to carve out a future for themselves and their descendants.

3. Long denied education under the U.S. system of slavery and a school system that was set up solely for the benefit of white children, the children of Eatonville have attended school on this property since 1897.

4. The School Board of Orange County, FL, ("the School Board") where the school property at issue is located, has owned the land since 1951, when it was conveyed by a charitable trust with a deed restriction or restrictive covenant ("the 1951 deed restriction/restrictive covenant") requiring that the land be used for the purposes of educating Black children.

5. The School Board now seeks to sell the property for its own profit after agreeing to pay what it contends are the successor trustees of the original trust $1 million in exchange for the release of the 1951 deed restriction/restrictive covenant in 2022 ("the 2022 Deed Release").

6. This is the latest in a series of actions taken by the School Board to profit off sales of the Hungerford property over the past several decades.

7. This action seeks a declaration from this Court that the 1951 deed restriction/restrictive covenant (attached as Exhibit 1) is valid and continues in effect for the remaining parcels of the Hungerford property that the School Board owns, and that the 2022 Deed Release (attached as Exhibit 2) is invalid and void ab initio.

8. This action also seeks a declaration from this Court that the School Board has failed to comply with its obligations under state law to dispose of the real property at issue only if the property is unnecessary for educational purposes and its disposal is in the best interests of the public.

9. This action seeks supplemental relief enjoining the sale until such time as the School Board complies with its legal duties under the Florida Statutes and the 1951 deed restriction/restrictive covenant that runs with the land.

JURISDICTION

10. This action seeks a declaratory judgment and supplemental relief for past and ongoing injury pursuant to Florida's Declaratory Judgment Act, Ch. 86, Florida Statutes.

11. This Court has jurisdiction to issue a declaratory judgment and supplemental relief pursuant to Fla. Stat. § 86.011 (2022).

12. This Court has jurisdiction to construe deeds and determine any question of construction or validity pursuant to Fla. Stat. § 86.021 (2022).

13. The circuit court has exclusive jurisdiction pursuant to Fla. Stat. § 26.012(2)(g) (2022), because this action concerns title to real property, and pursuant to Fla. Stat. § 26.012(2)(c) (2022), because this is a case that lies in equity.

VENUE

14. Venue in Orange County, FL, is proper pursuant to Fla. Stat. §§ 47.011 and 47.021 (2022). Defendant resides, and the cause of action accrued in, Orange County, FL. The real property whose title is at issue in this case is in Orange County, FL.

THE PARTIES

15. 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, FL. Established in 1987, P.E.C.'s mission is to promote the Town of Eatonville's considerable heritage, historical, and cultural resources as a means for the community's revitalization and economic development.

16. Defendant School Board of Orange County, FL, is a district school board located in Orange County, FL, formed in accordance with the provisions of § 4(b), Art. IX of the state constitution, with the powers to operate, supervise, and control all free public schools in the Orange County public school district. *See* Fla. Stat. § 1001.32(2) (2022). The School Board has the capacity to sue and be sued.

17. The Florida Attorney General is not named as a party in this action, though Plaintiff contends that the Florida Attorney General has standing to intervene to protect public trusts and to raise the cy pres doctrine to protect the charitable purpose of the property at issue and the original gift that led to the creation of the school. Plaintiff gives notice that it intends to serve a copy of the complaint on the Florida Attorney General, who Plaintiff contends has the right to intervene or,

alternatively, could be joined as a party by this Court pursuant to the duties and obligations under Florida law reserved for the Florida Attorney General.

STATEMENT OF FACTS

Historical Background of the Hungerford Property

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

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

20. 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 Normal and Industrial Institute.

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

22. There were few public schools offered to Black children in Central Florida at the time that the Hungerford School was established.

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

24. The original trust document, dated April 20, 1899, conveyed the Hungerford Property to eight trustees "and their successors and assigns forever."

25. The charitable trust conveyed the Hungerford Property in fee simple title for the purpose of "the creation of a public charitable trust consisting of a coeducational normal school for negroes."

26. In *Jordan v. Landi*s, 175 So. 241 (Fla. 1937), the Florida Supreme Court found that the 1899 trust instrument did not support the right of trustees to convey the property, but rather to hold it in trust and continue it in a state of succession forever.

27. The *Landis* court stated that trustees who hold land conveyed to them in trust have no other rights than are given in the trust instrument.

28. The *Landis* court found that the trustees named in the deed of 1899 had no authority expressly or impliedly given to convey the property because none was given by the trust instrument or by the order of a court of chancery.

29. The *Landis* court cancelled a deed from January 1924 because the transfer of trust property was made without authority of law and was therefore void.

The School Board's Acquisition of the Hungerford Property

30. Education was long denied to African American children as part of the systematic deprivation of human dignity and fundamental liberties on the basis of race under the brutal U.S. system of slavery.

31. During Reconstruction, Black civil rights activists across the U.S. South were at the forefront of calling for public school systems to educate all children as part of their fight to dismantle a pervasive system of laws and policies that denied educational opportunity based on race or color.

32. In 1951, the School Board acquired the Hungerford School and Hungerford Property—over 300 acres—through contested court proceedings, over the objection of an heir of one of the original donors of the Hungerford Property.

33. The 1951 deed applied to the following legal description of the real property in Orange County, FL:

> The SE 1/4 of the SE 1/4, the W 1/2 of the SE 1/4, the E 1/2 of the SW 1/4 and the NW 1/4 of the SW 1/4, all in Section 35, Township 21 South, Range 29 East, the NW 1/4 of the NE 1/4 of Section 2, Township 22 South, Range 29 East, and the E 1/2 of the SE 1/4 of the NE 1/4 of Section 34, Township 21 South, Range 29 East, with the exceptions and reservations hereinafter set out, together with all and singular the tenements and hereditaments thereunto belonging or in anywise appertaining.

The following real estate was reserved and excepted from the real estate conveyed by the deed:

> From a point 159 feet west of the northeast corner of the NW 1/4 of the SE 1/4 of Section 35, Township 21 South, Range 29 East, run south 4° 41' east 352.3 feet, thence south 82° 29' west 377.9 feet, thence south 4° 33' east 20.03 feet to point of beginning, thence south 4° 33' east 66.9 feet, thence north 85° 27' east 75 feet to center of intersection of south and east walls of Chapel, then north 4° 33' west 70.77 feet, thence south 82° 29' west to point of beginning.

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

35. 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*.

36. At the time, the School Board operated not one public school in that area "available for the education of the negro students." Brief of Appellees at 50, *Fenske v. Coddington*, 57 So. 2d 452 (Fla. 1952) (No. 22-558).

37. The School Board decided that the conveyance of the Hungerford Property would be "advantageous to the School Board." *Id*.

38. The School Board purchased the land from the Hungerford trustees in exchange for $16,571.56 and rent in the amount of $416.67. *See Coddington v. Ervin*, No. 23174, at 3 ¶¶ 9–10 (Fla. 9th Jud. Cir., May 9, 1951), attached as Exhibit 1.

39. 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. Brief of Appellant at 107, 109, *Fenske v. Coddington*, 57 So. 2d 452 (Fla. 1952) (No. 22-558).

40. The School Board's use of the Hungerford School and Property was restricted to the operation of a public school for Black children. Specifically, the circuit court ordered "[t]hat upon conveyance of said real and personal property to The Board of Public Instruction of Orange County, Florida, said real property shall be used as a site for the operation of a public school thereon for negroes with emphasis on the vocational education of negroes and to be known as 'Robert Hungerford Industrial school[.]'" *Coddington v. Ervin*, No. 23174, at 4 ¶ 11 (Fla. 9th Jud. Cir., May 9, 1951).

41. The Florida Attorney General was a party defendant to the 1951 litigation.

42. The circuit court stated in its opinion that the Florida Attorney General was a party:

> to represent the general public, including the beneficial interests under the public charitable trust, with regard to the existence of a general charitable intent warranting the use of cy pres, and with relation to the questions whether there has been a failure of the charity as originally planned and what substituted scheme would be the best, and also with regard to any and all other questions involved herein.

Id. at 1 ¶ 2.

The School Board's Dual System of Public Schools

43. In the 1950s, when the School Board acquired the Hungerford Property, public schools in the state were segregated by race.

44. The Hungerford School and Property became part of the School Board's system of public schools expressly reserved for Black students. *See, e.g.*, Art. XII § 12, Fla. Const. (1885) ("White and colored children shall not be taught in the same school, but impartial provision shall be made for both.").

45. When desegregation became the law of the land in 1954, OCPS resisted compliance through delay and incremental change.

46. Eight years after the Supreme Court's landmark decision in *Brown v. Board of Education*, 347 U.S. 483 (1954), the School Board had not yet desegregated its public school system.

47. 1n 1962, parents of Black schoolchildren brought the case *Ellis v. Orange County Board of Public Instruction,* No. 6:62-cv-1215-ACC-GJK (M.D. Fla., filed April 6, 1962).

48. *Ellis* challenged the second-rate education the county schools provided to Black children and demanded desegregation.

49. This case began a decades-long period of litigation and court supervision over the School Board's desegregation efforts.

50. In 1967, during this period of desegregation litigation, the School Board converted the Hungerford School into a technical school.

51. Eatonville residents initiated a lawsuit to preserve the name of the school due to its historical significance to the town.

52. Over Eatonville residents' clear opposition, the School Board renamed the Hungerford School as "Wymore Technical School."

53. The School Board closed the school in 1999, but then reopened it as Hungerford Preparatory High School.

54. The School Board closed Hungerford Preparatory High School in 2009.

55. The School Board closed the school a year earlier than originally planned to save money.

56. Hungerford Elementary School, opened in 1956, continues to operate in Eatonville.

57. The School Board did not achieve unitary status (meaning that the school system no longer operates as a dual system based on race) until 2010, when it was released from the *Ellis* desegregation order and court supervision.

58. After an appeal of the district court order releasing the School Board from its desegregation order, the *Ellis* parties reached a settlement requiring development of a facility improvement plan for Hungerford Elementary School, among other schools, to address ongoing racial inequities in school facilities.

59. The entire time the School Board operated Hungerford High School (under any of its names) as a public high school, it was a part of a dual school system that was segregated by race.

The 1974 Decision Releasing the 1951 Deed Restriction/Restrictive Covenant from Portions of the Hungerford Property

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

61. The School Board sought to sell the portion of the Hungerford Property west of I-4 over the objections of the successor trustees who had conveyed the property.

62. In 1974, the circuit court authorized the sale and lifted the 1951 deed restriction/restrictive covenant for the disputed tract west of I-4 so that the School Board was able to generate revenue from the sale. *Sch. Bd. of Orange Cnty. v. Harrison*, No. 73-5501, at 5–6 (Fla. 9th Jud. Cir., Jan. 18, 1974).

63. The circuit court found that the sale would serve a public purpose because the revenue would go back to the school district. *Id.* at 4 ¶ 11.

64. The circuit court did not require that the revenue generated specifically benefit the education of Black children, who were the intended beneficiaries of the 1951 deed restriction/restrictive covenant that the court dissolved for purposes of authorizing the sale.

65. The Florida Attorney General was not a party to the 1974 litigation.

The 2011 Lawsuit to Release the 1951 Deed Restriction/Restrictive Covenant on the Remaining Hungerford Property

66. The School Board has profited from the piecemeal sale of parcels of the Hungerford Property over the past several decades since the release of the 1951 deed restriction/restrictive covenant on portions of the property by the circuit court's 1974 decision.

67. In 2010, Eatonville and the School Board entered into a contract that stated that the Town was responsible for petitioning the trustees to remove the restrictions on the use of the property for educational purposes.

68. In that 2010 sales contract, the School Board and Eatonville agreed to cooperate in the preparation and presentation of the petition to release deed restriction/restrictive covenant to the court.

69. In 2011, Eatonville brought an action for declaratory and injunctive relief against the School Board and the Public Charitable Trust and Property and Assets of the Robert Hungerford Chapel Trust to release the 1951 deed restriction/restrictive covenant requiring that the remaining portions of the Hungerford Property be used for educational purposes. *See* Complaint at 3, *Town of Eatonville v. Allen*, 2011-CA-000792-O (Fla. 9th Jud. Cir., filed Jan. 19, 2011).

70. Eatonville named as Defendants Cecil Allen, Carol Morrison, Edwin Wright, Annie T. Ray, Richard Hall, John Bolden, and Joyce Phillips, as Successor Trustees of the Public Charitable Trust and Property and Assets of the Robert Hungerford Chapel Trust (which Eatonville

stated was "formerly the Robert Hungerford Industrial School of Eatonville, Orange County, Florida"). *Id.* at 1.

71. In the 2011 *Allen* complaint, Eatonville contended that the Hungerford Property would be better suited for commercial development to increase Eatonville's "ad valorem tax base and provide health and safety services to its citizens." *Id.* ¶¶ 7, 11.

72. Eatonville alleged that "a condition precedent to the Purchase and Sale Agreement requires the Plaintiff to obtain a release of this restriction mentioned hereinabove." *Id.* ¶ 10.

73. Eatonville also alleged in the *Allen* complaint that "[b]ased on information and beliefs," the School Board would not oppose the relief. *Id.* ¶ 7.

74. The School Board filed a notice with the court that it did not contest Eatonville's request for the discharge of restrictions on the use of the property and consented to this relief.

75. Eatonville and the School Board did not have adverse and antagonistic interests to each other, which are required elements of an action for declaratory judgment under Ch. 86 of the Florida Statutes.

76. Even though Eatonville and the School Board appeared to be adversarial parties in this lawsuit, they were cooperating, and indeed were contractually obligated to each other, to achieve the same goal— the release of the 1951 deed restriction/restrictive covenant requiring that the property be used for the education of Black children.

77. The Florida Attorney General was not a party to the 2011 *Allen* lawsuit.

78. The Florida Attorney General was a proper party to represent the rights of a qualified beneficiary of a charitable trust having its principal place of administration in the State: in *Allen*, the children of Eatonville or the public at large, who are the intended beneficiaries of the

deed restriction/restrictive covenant restricting the use of the land for educational purposes. *See* Fla. Stat. § 736.0110 (2022).

79. A charitable trust, like the one that originally conveyed the Hungerford Property to the School Board with the deed restriction/restrictive covenant, is one in which the public at large, or some undetermined portion of it, have a direct interest or property right, or in which the beneficiaries cannot be ascertained with certainty.

80. The Florida Attorney General may represent the interests of charitable trust beneficiaries and the public with regards to the existence of a general charitable purpose, *see* Fla. Stat. §§ 736.0110(3), 736.0405, warranting the use of the cy pres doctrine, *see* Fla. Stat. § 736.0413. The Florida Attorney General may also represent beneficiary interests where, as here, there is a failure or lack of authority of the trustees to protect those interests.

81. The Florida Attorney General was an indispensable party to the 2011 litigation, because there were no parties properly representing the interests of the public and the intended beneficiaries of the trust, in an action to dissolve a restrictive covenant instituted to effectuate the purposes of the charitable trust.

82. Florida has long followed the rule that the beneficiaries of a trust are indispensable parties to a suit seeking to terminate the trust and dispose of trust property, such as the 2011 *Allen* litigation.

83. The Town of Eatonville and the Hungerford Chapel Trust entered into a joint stipulation for release of restrictive covenant in 2011, which was subsequently approved by the circuit court.

84. The School Board is not a signatory to the 2011 joint stipulation.

85. Eatonville and the Hungerford Chapel Trust agreed as follows in the 2011 joint stipulation:

> that the restrictive covenant/deed restriction described in the complaint filed in the above styled case shall automatically be lifted when the Town of Eatonville finds a developer to purchase all of the real property described in Exhibit 'A' that is attached to the complaint filed in the above styled cause or alternatively, the restrictive covenant shall only be lifted or released for that portion of real property described in Exhibit 'A' attached to the Complaint filed in the above styled cause, that is purchased by the town's developer.

86. In 1951, the circuit court's final decree in *Coddington v. Ervin* described the deed restriction/restrictive covenant as follows:

> That upon the conveyance of said real property to the Board of Public Instruction of Orange County, Florida, said real property be used as a site for the operation of a public school thereon for negroes with emphasis on the vocational education of [N]egroes and to be known as "Robert Hungerford Industrial School" and the personal property as conveyed to said Board shall be used in connection therewith.

Coddington v. Ervin, No. 23174, at 4 ¶ 11 (Fla. 9th Jud. Cir., May 9, 1951).

87. The parties requested and received continuances of the lawsuit for the next several years.

88. In 2015, all the parties, including the School Board, entered into a Joint Stipulation for Settlement and Motion to Approve Joint Stipulation.

89. The 2015 Joint Stipulation was substantially similar in material respects to the 2011 Joint Stipulation. The primary difference was that the School Board was a party to the 2015 Joint Stipulation and was not a party to the 2011 Joint Stipulation.

90. The 2015 Joint Stipulation was approved by the circuit court in an Order Approving Joint Stipulation for Settlement and Motion to Approve Joint Stipulation that was entered on November 10, 2015.

91. Failure to join the Florida Attorney General in the 2011 litigation means that the settlement agreement resulting from that litigation was a legal nullity.

92. The Town of Eatonville voluntarily dismissed the case on November 23, 2015.

93. After dismissal of the case, the parties subsequently executed a First Amendment to Settlement Agreement in 2016.

94. The 2016 amended settlement agreement was recorded with Orange County as Doc# 20160662025 on December 21, 2016.

95. The 2016 amended settlement agreement was never filed with or approved by the circuit court.

96. The 2016 amended settlement agreement does not appear in the circuit court file for the *Allen* case.

97. The 2016 amended settlement agreement was a private contract, without judicial approval.

98. The 2016 amended settlement agreement is a legal nullity because the parties did not have the authority to consent to this agreement without court approval and without all parties present whose rights were to be determined, including the Florida Attorney General or another party to represent the interests of the trust beneficiaries and the public.

99. In the 2016 amended settlement agreement, the School Board, a defendant in the lawsuit, agreed to pay its co-defendant, the Hungerford Chapel Trustees, $1 million dollars in exchange for releasing the 1951 deed restriction/restrictive covenant requiring that the land be used for educational purposes.

100. There is no indication from public court filings who will benefit from the $1 million dollars in exchange for releasing a deed restriction/restrictive covenant intended to benefit the children of Eatonville.

101. There is no indication from public court filings why the settlement agreement was amended to provide for an exchange of money, when the prior settlement agreement approved by the circuit court did not contain such a provision.

102. The School Board's fiscal impact statement for the amended settlement agreement, presented at a December 13, 2016, School Board Meeting, stated: "The Amendment to the Settlement will provide a $1,000,000 payment to the Trust. However, without lifting the educational restrictions the entire parcel would be substantially restricted in its overall value."

103. The School Board also noted that it had sold a portion of the Hungerford tract for $1,400,000 to Host Dime, LLC, and that those proceeds would be used to compensate the Trust and record the relevant documents.

104. The 2016 settlement agreement is void because it extinguishes a deed restriction/restrictive covenant that furthers the charitable purpose of a public trust. There was no party representing the interests of the beneficiaries or the public, such as the Florida Attorney General, or any analysis by this Court as to whether the cy pres doctrine could have been applied to further the original purpose of the trust property.

105. The Hungerford Chapel Trust has no authority to release a deed restriction/restrictive covenant that is for the public benefit and is not specific to a personal interest or duties held by the trust. The 1951 deed restriction/restrictive covenant benefits the children of the Town of Eatonville, and the public at large, whose interests were not represented in the 2011 litigation, nor in the private contract entered into in 2016 by the parties to the 2011 litigation.

106. The Hungerford Chapel Trustees only have the authority granted to them by the trust instrument.

107. The Hungerford Chapel Trustees are not acting for the benefit of the public charity as originally established and retain no authority to remove a deed restriction/restrictive covenant put on the Hungerford Property in 1951 as approved by this Court at the time.

The 2022 Deed Release

108. A Release of Hungerford Trust Restrictions was executed by Edwin C. Wright, Treasurer, and attested by Cheryl B. Thompson, Secretary, on behalf of the Robert Hungerford Chapel Trust on June 8, 2022 (2022 Deed Release).

109. The Robert Hungerford Chapel Trust also executed a quitclaim deed, conveying chapel property to the School Board, at the same time they executed the 2022 Deed Release.

110. The 2022 Deed Release removed the 1951 deed restriction/restrictive covenant that the Hungerford Property was only to be used for the education of Black children.

111. The 2022 Deed Release states that "for avoidance of doubt, this Release of the Hungerford Trust Restrictions is only intended to (and does) release and extinguish the Hungerford Trust Restrictions from the Property[.]"

112. The legal description of the property to which the 2022 Deed Release pertains is:

> The SE 1/4 of the SE 1/4, the W 1/2 of the SE 1/4, the E 1/4 of the SW 1/4 and the NW 1/4 of the SW 1/4, all in Section 35, Township 21 South, Range 29 East, the NW 1/4 of the NE 1/4 of Section 2 Township 22 South, Range 29 East, and the E 1/2 of the SE 1/4 of the NE 1/4 of Section 34, Township 21 South, Range 29 East.

113. The legal description of the property in the 2022 Deed Release appears to include property where the deed restriction/restrictive covenant was already released by court order in 1974.

114. There is no legal authority for the Hungerford Chapel Trustees to issue this deed release.

115. The deed restriction/restrictive covenant is a public right, not a private interest held by the Hungerford Chapel Trust.

116. The Hungerford Chapel Trustees have no authorization, either in the trust instruments or under law, to release this deed restriction/restrictive covenant.

117. Due to the lack of legal authority, the deed release is void and the 1951 deed restriction/restrictive covenant remains valid and in effect.

118. This Court retains the ability to apply cy pres to ensure that the charitable purposes of the trust continue in connection with the use of the land. Full removal of the educational restriction, which would defeat the purpose of the charitable trust, is not required or warranted.

The Pending Sale of the Hungerford Property by the School Board

119. The School Board and Eatonville entered into various sales contracts related to the Hungerford Property, the most recent from 2019 (and as subsequently amended), where the School Board, upon selecting a developer, would sell the land to Eatonville for $10 million plus reimbursement of other costs.

120. These costs were not specifically enumerated, but included reimbursement for any costs, expenses, liabilities, or commissions associated with acquiring, releasing, purchasing, redeeming, or clearing the Trust's interest in the property.

121. Eatonville, the plaintiff in the 2011 litigation seeking release of the 1951 deed restriction/restrictive covenant, was contractually obligated under the 2019 contract to reimburse the School Board, a defendant in the 2011 litigation, at minimum the $1 million the School Board

agreed to pay to the Hungerford Chapel Trust, the School Board's co-defendant, for the release of the deed restriction/restrictive covenant.

122. The 2019 contract between the School Board and Eatonville was never presented to or approved by the circuit court in the 2011 litigation.

123. The 2019 contract between the School Board and Eatonville, including its provisions relating to the release of the deed restriction/restrictive covenant, was a private contract without judicial approval.

124. In February 2020, the School Board put out a request for proposal (RFP) to develop the Hungerford Property.

125. The School Board did not receive responsive submissions until the RFP was re-issued in June 2021.

126. In December 2021, Falcone & Associates and the School Board entered into a purchase and sale agreement on the property for a sale price of $14,601,750.00. Falcone subsequently assigned the purchase agreement rights to Hungerford Park, LLC, in June 2022.

127. This sales price is below market value for the land.

128. This sales price is below the appraised value for the land.

129. There is currently a purchase and sale agreement on the Hungerford Property in place, with a proposed sale to a group of developers on October 26, 2022.

130. The School Board subsequently voted to extend the closing date several times to allow the developers time to secure required land use entitlements from Eatonville. As of this filing, the closing date is March 31, 2023.

131. The Hungerford Property has been dedicated in law and practice for more than a century to educational and public purposes—until the 2022 release of the deed restriction/restrictive covenant by the Hungerford Chapel Trustees.

132. The developer's proposal for the Hungerford Property, as presented to the community of Eatonville at a February 7, 2023, Eatonville Town Council meeting was for a mixed-use development with primarily residential uses and some commercial and office spaces.

133. The developer's proposal for the Hungerford Property has minimal plans for public use, and Eatonville's 2018 Comprehensive Plan only requires at least 5% of the land to be used for Public/Institutional purposes, including Educational, Religious, and Philanthropic purposes.

134. At the February 7 Eatonville Town Council meeting, the Council voted to reject the comprehensive plan amendments and zoning changes sought by the developer.

The School Board's Sale of School Trust Lands

135. The School Board has failed to meet its statutory obligations for disposal of the Hungerford Property.

136. Under Fla. Stat. § 1013.28(1)(a), the School Board may not dispose of the Hungerford Property as school lands unless it has first, "by resolution of the board, determined [the property] to be unnecessary for educational purposes as recommended in an educational plant survey."

137. The School Board is required to take "diligent measures to dispose of educational property only in the best interests of the public." Fla. Stat. § 1013.28(1)(a).

138. A "best interests" analysis under Florida law is typically a fact-intensive inquiry.

139. On October 11, 2022, undersigned counsel requested public records, pursuant to Fla. Stat. Ch. 119, from the School Board related to the Hungerford Property. The documents

requested included all resolutions by the Board to dispose of the Hungerford Property under Fla. Stat. § 1013.28; all recommendations in educational plant surveys related to the disposal of the Hungerford Property; and all documents reflecting OCPS's measures to determine whether its efforts to sell the Hungerford property are in the "best interests of the public."

140. On January 31, 2023, counsel notified the School Board that the Board had not produced a resolution, educational plant survey, or "best interests" analysis responsive to counsel's October 11 public records request, and counsel reiterated the request for those documents.

141. As of the date of this filing, the School Board has not produced a resolution, educational plant survey, or "best interests" analysis responsive to counsel's October 11, 2022, public records requests.

142. The School Board did not engage in a fact-intensive inquiry to determine whether the sale of the land, for the purposes of residential and commercial development, is in the best interests of the public.

143. Rule 6A-2.0010 of the Florida Administrative Code was adopted to implement Chapter 1013 of the Florida Statutes.

144. Rule 6A-2.0010 requires school boards to comply with the "State Requirements for Educational Facilities 2014."

145. Pursuant to the "State Requirements for Educational Facilities 2014," a school board is authorized to dispose of real property only as follows:

> A Board may dispose of any land or other real property by resolution of such Board, if recommended in an educational plant survey and if determined to be unnecessary for educational or ancillary purposes. Upon disposal of any land or real property, funds received shall be deposited into a depository account pursuant to SREF, section 2.1(4)(a)-(h) and credited to the fund source used for the original acquisition. If the original acquisition was by private grant or donation, the proceeds from the sale shall be deposited into a depository account pursuant to SREF, section 2.1(4)(h), and shall be expended only on capital outlay projects unless otherwise prescribed by the grantor or donor in writing or in a written agreement with the Board. If the original fund source

> cannot be determined, proceeds of the sale shall be credited pursuant to SREF, section 2.1(4)(h) and shall be expended only on capital outlay projects. This section does not apply to the granting of easements, rights-of-way, or leases of Board property for no consideration.

146. School board policy "Disposal of District Real Property" similarly sets forth a procedure for disposing of real property, provided here in relevant part:

> (1) District real property may be disposed of only after having been recommended in an educational plant survey and being officially declared unnecessary or unsuitable for educational or ancillary purposes by resolution of the Board. (2) The Board may sell, transfer, or dispose of any district real property, regardless of value, by public sale, private sale, negotiation, donation, or any other means deemed in the best interest of the district by the Board, in accordance with the minimum requirements of the State Board of Education Rules.

147. Even assuming the School Board no longer needs the Hungerford Property for educational purposes, the School Board's decision to participate in the full release of the restrictive covenant to facilitate its goal of maximizing its profits on the Hungerford Property is not in the best interests of the public.

148. The School Board held the Hungerford Property in trust for the benefit of the Black children of Eatonville during a time when the School Board was operating a dual system of education (one for white students, one for Black students) that did not achieve unitary status until 2010.

149. Even absent an explicit deed restriction/restrictive covenant of the kind restricting the use of the Hungerford Property for educational purposes, all school lands are held in trust by the School Board for the benefit of the community.

150. The School Board's decision to dispose of the Hungerford Property in this way is not in the best interests of Eatonville children, who are the intended beneficiaries of this land held in trust for educational purposes for more than a century.

151. Public comment at multiple community meetings in Eatonville, as well as at the Eatonville Town Council meeting on February 7, regarding the current proposal to develop the property questioned why there is no effort being made to continue to use the land in a way that benefits the youth or that promotes education for the current residents of Eatonville.

152. Even if the School Board has decided it no longer needs this land for a school, there are numerous analogous or ancillary purposes to which the land could be dedicated that would promote the original purpose of the charitable trust and comply with School Board duties under the state statute, regulation, and school district policy governing the disposal of real property.

153. Eatonville is a nationally recognized destination for cultural and historical tourism.

154. The Town has a District listed on the National Register of Historic Places.

155. Because it is the birthplace of international literary icon Zora Neale Hurston, the Town is visited by cultural heritage tourists from all over the country and around the world.

156. There is a continued need for this land to be dedicated for a public purpose of education, especially education about the history of the nationally significant Hungerford Property, Hungerford School, and Town of Eatonville.

157. For example, dedicating portions of the land for a museum or civic space for purposes of hosting educational events would continue the charitable purpose of education in a way that furthers the intent of the original trust, protects the best interests of the public, and complies with the School Board's duties under law and under the 1951 deed restriction/restrictive covenant.

158. The School Board has the ability and the legal obligation to preserve the land for educational purposes in alternative ways that will benefit the community and its children and in

ways that recognize the educational, aesthetic, emotional, and economic benefits of preserving this historic land.

159. When the School Board demolished Hungerford High School's buildings in 2020, it demolished a community space that had provided a public benefit even after the school's 2009 closure: a venue for youth recreation and sports.

160. The School Board's decision to demolish the buildings and abandon those youth recreation and sports venues left the Hungerford Property without any tangible benefit to Eatonville's children, the intended beneficiaries of the trust and the 1951 deed restriction/restrictive covenant.

161. The School Board's decision to focus on profiting from this land will erase a historic Black community and rob Eatonville's residents of their interest in seeing the land used in a way that benefits, instead of harms, the community's children.

162. If the Florida Attorney General had been a party to the 2011 lawsuit for the purpose of protecting the charitable purpose of the trust in the public interest, the cy pres doctrine could have been raised to dedicate the land to analogous educational purposes (i.e., not just for use as a school) as an alternative to full release of the 1951 deed restriction/restrictive covenant and the consequent allowing for commercial and residential development of this land solely for profit.

163. There was no consideration of the best interests of the public in the decision to sell this land, as all parties to the litigation sought to profit off the land deal instead of protecting the charitable purpose of the land held in public trust by the School Board.

164. The School Board separately has its own duties as custodian of school lands held for the benefit of the public, even absent the 1951 deed restriction/restrictive covenant, to ensure that the land is preserved for educational or related ancillary purposes.

165. The history of the 1951 deed restriction/restrictive covenant and how the land was conveyed to the School Board are important considerations as to whether the sale of the land to private developers is in the "best interests of the public" under Florida law.

166. The "best interests" of the community and the youth in the historic Town of Eatonville should specifically be part of the inquiry by the School Board in determining whether this sale of the property is in the "best interests of the public."

167. Instead, all represented parties to the 2011 litigation stand to gain financially from the sale of the land. The plaintiff in the 2011 litigation, Eatonville, will receive money from the sale, plus an increase in its tax base. A defendant in the 2011 litigation, the School Board, will receive money from the sale, which is unrestricted in its use and not required to benefit the intended beneficiaries of the original deed restriction/restrictive covenant and charitable trust. And the co-defendant in the 2011 litigation, the Hungerford Chapel Trustees, will receive a payment of $1 million dollars without any indication as to whom that money is intended to benefit.

P.EC.'s Interest in Preserving the Hungerford Property for Educational Purposes

168. P.E.C. was incorporated in 1988 as a Florida 501(c)(3) nonprofit corporation.

169. P.E.C. has an interest in preserving the historic Hungerford property for educational and cultural heritage tourism that will bring economic prosperity to Eatonville today and ensure Eatonville's posterity.

170. P.E.C.'s mission is to promote Eatonville, Florida's considerable heritage and historical and cultural resources as a means for the community's revitalization and economic development via programming which promotes pride of heritage, educational excellence, and the cultural arts. Additionally, the P.E.C. seeks to preserve and protect the community for posterity.

171. P.E.C.'s vision is to make Eatonville an internationally recognized cultural tourism destination for the arts and culture throughout the African Diaspora, with special emphasis on the multi-disciplines as represented by the life and work of Zora Neale Hurston.

172. P.E.C. began as a grassroots movement of Eatonville and neighboring Maitland residents, and interested citizens in Orange County, who fought the expansion of Kennedy Boulevard (from the intersection of Wymore Road and East Kennedy Boulevard in Eatonville to the intersection of Lake Avenue and U.S. 17-92 in Maitland), the main thoroughfare connecting the two communities, from two lanes to five lanes.

173. P.E.C.'s opposition to the lane-widening of Kennedy Boulevard is now codified in Eatonville's 2018 Comprehensive Plan, Mun. Ord. 2018-01, in Policy 1.12.22.

174. P.E.C.'s address is 344 E Kennedy Blvd., Eatonville, FL 32751.

175. The P.E.C.'s address neighbors the Hungerford Property.

176. At its address in Eatonville, P.E.C. leases a building where it operates the Zora Neale Hurston National Museum of Fine Arts ("the Hurston Museum") and where its corporate offices are located.

177. Established in 1990, the Hurston Museum's mission is to provide a place "in the heart of the community" where the public can view the work of artists of African ancestry.

178. The Hurston Museum is named in honor of historic Eatonville's most famous resident, writer, folklorist, and anthropologist, Zora Neale Hurston.

179. The Hurston Museum is specifically identified as a Town priority in the Eatonville 2018 Comprehensive Plan, Mun. Ord. 2018-01, for the promotion of the historical nature of Black culture to advance Policy 1.12.5 ("Continue to Improve Facilities to Promote the Town's Historical Nature and Culture").

180. P.E.C. established the annual Zora Neale Hurston Festival of the Arts and Humanities ("Zora!® Festival") in 1990.

181. The Zora!® Festival is a multi-disciplinary, multi-generational cultural event whose goals are to celebrate: (1) the significance of Zora Neale Hurston, 20th century American writer, folklorist, and anthropologist; (2) the historic significance of Eatonville; and (3) the cultural contributions that persons of African ancestry have made to the United States and to the world.

182. Now in its 34th season, the Zora!® Festival 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.

183. During the month of January, as well as on a year-round basis, people travel to historic Eatonville from across the country, and from around the world, to visit the Hurston Museum and to attend the Zora!® Festival.

184. For over three decades, P.E.C. utilized the Hungerford school campus and facilities to present the annual Zora!® Festival and other programs, such as educational conferences.

185. In addition to festival programs, P.E.C. presented summer teacher training workshops and special public programs on education and heritage.

186. In the 2000s, P.E.C. used the Hungerford Property to store the organization's historical archives as well as festival equipment and materials on campus. P.EC. moved everything in the year prior to the school being demolished.

187. P.EC. also operates the Excellence Without Excuse (E-WE) Community Arts Lab and Learning Center, an academic support system, to help Eatonville's children be successful in school and life. E-WE provides academic, afterschool and summer programs to support students

with schoolwork when such help may not be available to them; to help students reach at least their appropriate grade level in reading, math, science, and writing skills; to provide them needed access to reliable technology; and, in the summer, to help students retain and build on what they have learned in school.

188. Since it began in 1997, E-WE has provided 80,000 hours of service to identify and address the learning needs of more than 3,500 students in grades pre-K through 12. Approximately 95% of the students served are African American; the additional 5% are Hispanic, Haitian, Caucasian, or mixed-race. More than 75% of the children served by E-WE are low-income. Only half of the students of E-WE have a computer in their home, and half of those children have internet access.

189. E-WE is located at the Eatonville Commercial Center, 323 E. Kennedy Blvd., Ste. D., Eatonville, FL 32751.

190. E-WE is located in very close proximity to the Hungerford Property, which can be easily seen from this location.

191. Also, from the E-WE facility, P.E.C. hosts a podcast, "An Eatonville Saga: The Story of An Historic Black Town's Struggle to Survive and Thrive," a definitive history of civic activism in the Town from 1988-present.

192. P.E.C. was instrumental in securing a historic district in Eatonville's downtown, which is now listed on the National Register of Historic Places.

193. P.E.C. opposed the developer's request for zoning changes and comprehensive plan amendments, which were voted down by the Town Council at the February 7 Eatonville Town Council meeting.

194. P.E.C. has a particular interest in the Hungerford Property because, as the property is developed, it will shape the future of the Town due to the dominance of the land area.

195. P.E.C. views the land as central to the development of an "Eatonville Renaissance," an initiative to bring revitalization and prosperity to Zora Neale Hurston's historic hometown.

196. The remaining portion of the Hungerford Property at issue here constitutes 14% of all land in the Town.

197. As it is currently vacant, its responsible development is key to P.E.C.'s historical preservation efforts for this property and the Town as a whole.

198. P.E.C. expended considerable resources opposing the zoning changes, including providing administrative support to the Mayor of Eatonville for a series of community meetings to inform the Eatonville community about the developer's proposal and the history of the Hungerford Property and school.

199. P.E.C. spoke at multiple public hearings related to this proposal for zoning changes and amendments to the comprehensive plan, and P.E.C. submitted extensive written comments in advance of the second and final reading by the Town Council on February 7, 2023.

200. P.E.C.'s concerns about the proposal for development of the Hungerford Property are that it is inconsistent and incompatible with the Town's 2018 Comprehensive Plan (specifically Goal 1-1 and Objectives 1.5 & 1.12, and implementing policies) by failing to coordinate the character of development in a way that is consistent with the community's historical character and that protects the historic resources and nature of the Town, popularized by Zora Neale Hurston as the first African American community to be incorporated in the United States.

201. P.E.C. objected that the proposal for development of the Hungerford Property would radically alter the use of the Hungerford Property, which has been expressly dedicated in law and in practice for the public purpose of educating Black children of the Town.

202. Because of the School Board's actions, and absent intervention by this Court to preserve the educational-use restriction in place since 1897, the Hungerford Property will no longer carry any restriction that it be used for educational purposes, other than any limitation in the Town zoning code, which currently requires only 5% of the land be reserved for a public purpose.

203. Since Eatonville was founded in the wake of Emancipation, the Town's development has been organized around the use of the Hungerford Property for educational purposes.

204. The Hungerford Property has been utilized for the educational benefit of the Black children of the Town continuously for more than a century, including during many years of court-supervised desegregation orders spanning the latter half of the twentieth century and into the beginning of the twenty-first century.

205. The property at issue is a site of national significance in American history that is not currently recognized as such, but it meets the criteria for designation as a national landmark.

206. P.E.C. has an interest in ensuring that the Hungerford Property's unique historical and cultural significance is considered and protected in land use decisions about the development of this land.

207. The proposed development of the Hungerford Property threatens to erase a living, thriving historical Black community. This proposed development was brought about by School

Board decisions over the course of more than 70 years—since it obtained the Property in 1951—that fails to consider the best interests of Eatonville children.

208. P.E.C.'s objections to the developer's proposal, a developer selected by the School Board, detailed the ways in which the planned development does not benefit the community and instead will serve as a catalyst for gentrification and displacement of a historical Black community.

209. P.E.C.'s objections to the developer's proposal—a proposal only made possible by the School Board's actions failing to safeguard the property for educational and public purposes—raised concerns about the increased intensity/density of the proposed residential/commercial uses of the land, the lack of affordable housing, the increased traffic, the failure to account for increased infrastructure needs, and the lack of any attention to historic and cultural preservation that will impact P.E.C. and its mission.

210. By participating in this sale—and agreeing to pay the trustees $1 million in exchange for the anticipated profits from selling now-unencumbered land—the School Board is failing to protect land entrusted to it for educational purposes that is sacred to the preservation of the history of the Town and, due to its size and location in the heart of Eatonville, pivotal to the Town's future economic and cultural survival.

211. The 1951 deed restriction/restrictive covenant was made for the benefit of the children of the Town, and P.E.C. has an interest in protecting and preserving this restriction that runs with the land and benefits its museum and activities in the Town as neighboring properties of the Hungerford Property and as an organization engaged in historical preservation and education.

212. Most recently, P.E.C. received a grant from the Florida Humanities, with funds from the National Endowment for the Humanities, to host a series of "Community Conversations: Principles of Land Development in Historic Eatonville."

213. This series of discussions, hosted in the Winter, Spring, and Fall of 2023, is for the purpose of informing the public about the importance of preserving and developing the land in the Town of Eatonville.

214. P.E.C.'s mission depends on responsible development of the Hungerford Property, in a way that preserves its history and continues its public purpose of education. P.E.C.'s interest in the Hungerford Property and its future development is therefore greater than the interest of the public at large.

215. If the Hungerford Property is allowed to be sold in this manner, without any court scrutiny of the deed, the deed release, and the School Board's failure to comply with its duties under law to dispose of the property only in the best interests of the public, P.E.C.'s organizational mission to preserve the Town's considerable cultural, historical, and educational resources for its future economic development will be significantly thwarted, if not eliminated altogether.

FIRST CLAIM FOR RELIEF
AGAINST DEFENDANT SCHOOL BOARD
Florida's Declaratory Judgment Act § 86.021
Deed Restriction & Deed Release Validity

216. Plaintiff P.E.C. incorporates and re-alleges paragraphs 1 through 215 as if fully set forth here.

217. Plaintiff P.E.C. seeks a declaration as to the validity and enforceability of the 1951 deed restriction/restrictive covenant restricting the use of the Hungerford Property for educational purposes.

218. Plaintiff P.E.C. seeks a declaration as to the validity and enforceability of the 2022 deed release by the Hungerford Chapel Trust.

219. Plaintiff P.E.C. is an interested party who is in doubt about the validity and enforceability of the 1951 deed restriction/restrictive covenant on the Hungerford Property restricting the use of the property for educational purposes.

220. Plaintiff P.E.C. is an interested party who is in doubt about the validity and enforceability of the 2022 deed release by the Hungerford Chapel Trust.

221. This Court has the power to construe any question of construction or validity of the deed and the deed release under Fla. Stat. § 86.021 (2022).

222. There is a bona fide, actual, present, practical need for the declaration. There is an impending sale of the property to a private developer that is contingent on the 2022 deed release, which purported to release the 1951 deed restriction/restrictive covenant on the use of the land for educational purposes. Whether Defendant School Board has clear title to the land allowing it to sell the Hungerford Property for mixed-use residential and commercial purposes, without the 1951 deed restriction/restrictive covenant dedicating the property to educational uses, is a bona fide dispute.

223. The declaration deals with a present, ascertained, or ascertainable set of facts or present controversy as to a set of facts.

224. Plaintiff P.E.C. has an immunity, power, privilege, or right that is dependent upon the facts or the law applicable to the facts. P.E.C. operates nonprofit educational and civic facilities (the Hurston and E-WE) on properties that neighbor the Hungerford Property and in the past on the property itself, which has been dedicated for educational purposes for more than a century for the benefit of neighboring properties and the Town's children. The Town has been built around the use of this property for this specific purpose since 1897, and again since 1951, when the deed restriction/restrictive covenant was put in place in connection with the conveyance of the land to

the School Board. P.E.C.'s ability to shape the future development of this property in a way that protects its history and safeguards the Town's future depends on clarity as to the School Board's obligations and legal duties related to the sale and the 1951 deed, which inures to the benefit of the children of the Town and the Town's neighboring properties.

225. Plaintiff P.E.C. has an actual, present, adverse, and antagonistic interest in determining whether the 1951 deed restriction/restrictive covenant continues to restrict the use of the land for educational purposes.

226. The antagonistic and adverse interests at issue are before the court by proper process.

227. The relief sought is not merely the giving of legal advice by the courts or the answer to questions propounded by curiosity.

228. This Court has the power to grant full relief to this action, which lies in equity, in the form of a declaration of rights and related relief supplemental to the grant of a declaratory judgment as necessary and proper.

SECOND CLAIM FOR RELIEF
AGAINST DEFENDANT SCHOOL BOARD
Florida's Declaratory Judgment Act § 86.011
Compliance with Statutory Procedures for Disposal of School Property

229. Plaintiff P.E.C. incorporates and re-alleges paragraphs 1 through 215 as if fully set forth here.

230. Plaintiff P.E.C. seeks a declaration that the School Board failed to comply with its statutory duty under Fla. Stat. § 1013.28 (2022) to diligently dispose of school property that it has deemed to be unnecessary for educational purposes only in the best interests of the public.

231. Plaintiff P.E.C. is an interested party who is in doubt about the School Board's compliance with its statutory duty under Fla. Stat. § 1013.28 (2022).

232. This Court has the power, under Fla. Stat. § 86.011 (2022), to render declaratory judgments in either affirmative or negative forms on the existence, or nonexistence, of any immunity, power, privilege, or right, and of any facts upon which the existence, or nonexistence, of any immunity, power, privilege, or right depends.

233. There is a bona fide, actual, present, practical need for the declaration. There is an impending sale by the School Board of school property to a private developer that P.E.C. contends violates the School Board's statutory duties in connection with the disposal of school lands. Whether Defendant School Board is in compliance with the Florida statute prohibiting it from disposing of land unless it has determined (1) the land is unnecessary for educational purposes, and (2) the sale is in the best interests of the public; and whether a fact-intensive inquiry demonstrates that the School Board is not permitted to sell the land without any educational purposes and instead sell the Hungerford Property for mixed-use residential and commercial purposes. These questions present a bona fide dispute.

234. The declaration deals with a present, ascertained, or ascertainable set of facts or present controversy as to a set of facts.

235. Plaintiff P.E.C. has an immunity, power, privilege, or right that is dependent upon the facts or the law applicable to the facts.

236. Plaintiff P.E.C. has an actual, present, adverse, and antagonistic interest in determining whether the School Board has complied with its statutory duties under Florida law. The School Board's actions impact P.E.C.'s mission to preserve the history and future of Eatonville by disregarding the best interests of the public in its decision-making around the sale of the property.

237. The antagonistic and adverse interests at issue are before the court by proper process.

238. The relief sought is not merely the giving of legal advice by the courts or the answer to questions propounded by curiosity.

239. This Court has the power to grant full relief to this action which lies in equity, in the form of a declaration of rights and related relief supplemental to the grant of a declaratory judgment as necessary and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court:

I. Declare that the 2022 Deed Release is void ab initio, invalid, a legal nullity, and otherwise unenforceable;

II. Declare that the deed for the Hungerford Property for the remaining parcels that the School Board owns continues to carry a deed restriction/restrictive covenant restricting the use of the land for educational purposes that is valid and enforceable;

III. Declare that the School Board is in violation of Fla. Stat. § 1013.28 (2022), governing procedures for disposal of school real property;

IV. Award supplemental relief that is necessary and proper pursuant to Fla. Stat. § 86.061 (2022), including restraining the School Board from selling the property until it has complied with its legal obligations under the 1951 deed and under Florida law;

V. Award costs as are equitable pursuant to Fla. Stat. § 86.081 (2022); and

VI. Award such other relief as this Court deems just and proper.

Dated: March 24, 2023

Respectfully submitted,

/s/ *Kirsten Anderson*
Kirsten Anderson, Fla. Bar No. 17179
kirsten.anderson@splcenter.org
Southern Poverty Law Center
P.O. Box 10788
Tallahassee, FL 32302-2788
Office: (850) 521-3000
Cell: (352) 318-7284
ATTORNEY FOR PLAINTIFF