

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT,  
IN AND FOR INDIAN RIVER COUNTY, FLORIDA

312020CA000269XXXXXX

ED DODD, Individually and as Mayor of the  
City of Sebastian, Florida;  
PAUL CARLISLE, Individually and as City Manager of the  
City of Sebastian, Florida; and  
MANNY ANON, JR., Individually and as City Attorney of the  
City of Sebastian, Florida;

CASE NO:  
JUDGE: JANET C. CROOM

Plaintiff(s),

vs.

CHARLES M. MAUTI;  
DAMIEN H. GILLIAMS; and  
PAMELA PARRIS;

Defendant(s).

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**COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF**

Plaintiffs, Ed Dodd, Individually and as Mayor of the City of Sebastian, Florida, Paul Carlisle, Individually and as City Manager of the City of Sebastian, Florida, and Manny Anon, Jr., Individually and as City Attorney of the City of Sebastian, Florida, by and through the undersigned attorneys and pursuant to Florida Rules of Civil Procedure 1.610, file this Complaint for Declaratory and Injunctive Relief, and allege:

**JURISDICTION AND VENUE**

1. This is an action for declaratory and injunctive relief under Florida Statutes §86.011, and this Court has jurisdiction over the parties and subject matter of this case.
2. All facts giving rise to this complaint occurred in Sebastian, Florida and therefore venue is proper in Indian River County, Florida.

## PARTIES

3. Plaintiff, Ed Dodd (“Dodd”) is the Mayor of the City of Sebastian, Florida.
4. Plaintiff, Paul Carlisle (“Carlisle”) is the City Manager of the City of Sebastian, Florida.
5. Plaintiff, Manny Anon, Jr. (“Anon”) is the City Attorney of the City of Sebastian, Florida.
6. Defendant, Damien Gilliams (“Gilliams”) is a member of City Council of Sebastian.
7. Defendant, Charles Mauti (“Mauti”) is the Vice Mayor of the City of Sebastian.
8. Defendant, Pamela Parris (“Parris”) is a member of the City Council of Sebastian.
9. All conditions precedent to the filing of this action have been performed, have been waived, or are otherwise excused.

### COUNT I – REQUEST FOR DECLARATORY AND INJUNCTIVE RELIEF AGAINST DEFENDANTS FOR VIOLATION OF FLORIDA STATUTE § 286.011

10. Plaintiffs adopt and reallege the allegations of paragraphs 1-9 above.
11. On March 1, 2020, the Governor of the State of Florida issued Executive Order 20-51 directing the declaration of a public health emergency and establishing the State of Florida’s response COVID-19.
12. On March 1, 2020, the Governor of the State of Florida also issued Executive Order 20-91, directing that all persons in Florida shall limit their movements and personal interactions outside of their home to only those necessary to obtain or provide essential services or conduct essential activities.
13. On March 9, 2020, the Governor of the state of Florida issued Executive Order 20-52, declaring that a state of emergency exists in the State of Florida by reason of COVID-19.

14. On March 13, 2020, President Donald Trump proclaimed that the COVID-19 outbreak in the United States constituted a national emergency.

15. Section 252.38, Florida Statutes, gives authority to duly constituted municipalities to declare a State of Local Emergency in order to provide for the health and safety of persons and property.

16. Section 2-37 of the Code of the City of Sebastian provides that the Mayor of the City of Sebastian has the authority to declare a Local State of Emergency.

17. On March 17, 2020, Indian River County declared a local state of emergency exists in all of Indian River County.

18. The same day, Mayor Dodd executed the City of Sebastian Declaration of Local State of Emergency (“Emergency Declaration”), a true and correct copy of which is attached hereto as Exhibit “A”.

19. The Emergency Declaration, pursuant to Florida Statutes and the Code of the City of Sebastian, authorized the Mayor to cancel and reschedule City meetings.

20. A regularly scheduled City Council meeting had been set to take place on April 22, 2020.

21. Pursuant to his authority under the Emergency Declaration, Mayor Dodd validly cancelled the April 22nd meeting due to Covid-19 concerns and the inability of the public to attend the meeting due to current stay-at-home restrictions in place throughout the state.

22. After Mayor Dodd cancelled meeting and after City Hall had closed for the day, Defendants Gilliams, Mauti, and Parris used their electronic badges to unlock City Hall and enter the building.

23. Upon witnessing the City Council members enter the building, several citizens

assumed that a City Council meeting was taking place and tried to attend the meeting. However, the Defendants locked the doors to the public and prevented entry into the building.

24. Thereafter, in direct violation of Florida Statutes Chapter 286, and the order of the Mayor cancelling the meeting, the three Defendants attempted to hold a private Sebastian City Council meeting and purportedly voted to remove the Mayor from office.

25. The Defendants also purportedly voted to fire Carlisle and Anon in their capacities as City Manager and City Attorney, respectively.

26. Mayor Dodd, Carlisle, Anon, and the remaining City Council member and City Staff were not present or even aware of the meeting.

27. In contravention of the City Charter, the Defendants claim to have appointed Gilliam as Mayor of Sebastian during the illegal meeting.

28. Since that time, Defendant Gilliam has been attempting to act as Mayor, despite the fact that Mayor Dodd remains in office.

29. Defendants' illegal actions require an injunction to prevent great harm to the Plaintiffs and the public.

30. Under Florida law, Plaintiffs are entitled to a temporary injunction if they satisfy "the four-part test under Florida law: a substantial likelihood of success on the merits; lack of an adequate remedy at law; irreparable harm absent the entry of an injunction; and that injunctive relief will serve the public interest." *Reform Party of Florida v. Black*, 885 So. 2d 303, 305 (Fla. 2004)

31. The "obvious purpose" of a temporary injunction is to maintain the status quo pending the determination of a case. *Smith v. Hous. Auth.*, 3 So. 2d 880, 881 (Fla. 1941) (en banc).

32. Florida Statute §286.011(1) provides that all meetings of any commission "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 meeting.”

33. The language of Florida Statute §286.011(1) is uncomplicated and unambiguous.

34. “The purpose of the Sunshine Law is ‘to prevent at non-public meetings the crystallization of secret decisions to a point just short of ceremonial acceptance.’” *Zorc v. City of Vero Beach*, 722 So. 2d 891, 896 (Fla. 4th DCA 1998).

35. *Zorc* further provides that:

Under the Sunshine Law, a meeting is either fully open or fully closed; there are no intermediate categories. *See Neu v. Miami Herald Pub. Co.*, 462 So.2d at 823. Courts have recognized the importance of public participation in open meetings. The Florida Supreme Court has stated that “specified boards and commissions ... should not be allowed to deprive the public of this inalienable right to be present and to be heard at all deliberations wherein decisions affecting the public are being made.”

*Id.* at 902.

36. Action taken in violation of the Sunshine law is void *ab initio*. *See Town of Palm Beach v. Gradison*, 296 So. 2d 473, 477 (Fla. 1974).

37. Upon information and belief, the Defendants are actively attempting to hire a new City Manager and new City attorney.

38. Plaintiffs are in need of injunctive relief immediately to prevent irreparable harm, both to themselves and to the citizens they represent.

39. The fact that the State of Florida is in a state of public health emergency due to the threat of global pandemic makes it critically important that the public know who their public officials are.

40. It is unquestionably dangerous and deleterious to public trust to have a dispute over

who the rightful Mayor or City Manager is in the midst of an emergency, as these two officials are in charge of much of the local emergency response efforts that are required by the Governor's orders and other law.

41. The conflict caused by the illegal actions of the Defendants threaten to hasten the spread of the pandemic, which will cause countless other irreparable injuries to the Plaintiffs and the people served by the Plaintiffs.

42. Plaintiffs have no adequate remedy at law, as these continued violations and actions create irreparable harm for all Plaintiffs for which money damages cannot easily be ascertained.

43. Plaintiff will succeed on the merits of this case because Defendants actions are a clear violation of the Sunshine Law. Plaintiff is prepared to prove at an evidentiary hearing or trial that Defendants have violated Florida Statutes Chapter 286 by holding an unnoticed and secret meeting without the City Council present. Plaintiffs are prepared to prove that there is a present and ongoing violation, and that Defendants have threatened and intend to commit future violations by attempting to take action outside of their authority and respective positions.

44. Entry of the requested temporary injunction would serve the public interest by protecting the authority of those validly serving as Mayor, City Attorney, and City Manager. The public would be well served by the requested injunction declaring the actions of the Defendants void *ab initio* pending further litigation, as there could not be a worse time to have a coup at City Hall than during a Global Pandemic.

45. Plaintiffs have a clear legal right to the relief requested.

46. The Court should not require that the Plaintiff's post any bond in order for a temporary emergency injunction to be issued, as the public health and safety are at great risk due to the clearly illegal actions of the Defendants, and because the temporary injunction is requested

to protect the public and Plaintiffs from Physical injury during the viral pandemic.

47. Plaintiff and Defendants have a bona fide actual present practical need for declaration, as there is a genuine dispute over the validity of the actions purported to have been taken by Defendants at the meeting on April 22, 2020. Plaintiffs are not merely asking the Court for legal advice or opinion, but there is a present justiciable controversy.

48. The controversy concerns a present ascertained state of facts and not a hypothetical situation, in which the rights, privileges, and immunities of the Plaintiffs are dependent on the law applicable to these facts. Plaintiffs and Defendants have an adverse and antagonistic interest in the subject matter of this case.

49. Plaintiffs have been required to engage the legal services of the undersigned law firm, as have agree to pay reasonable attorneys' fees and costs associated with this action. Plaintiffs are entitled to recover responsible attorneys' fees and costs from Defendants.

**WHEREFORE**, Plaintiffs move for emergency temporary injunctive relief and pray for declaratory judgment as follows:

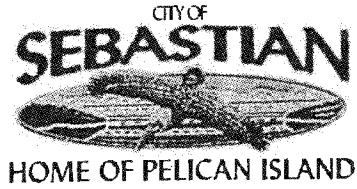
- (A) A declaratory judgment that the actions of Defendants at their meeting on April 22, 2020 are void;
- (B) A declaratory judgment confirming the official status of Dodd as Mayor of Sebastian, Paul Carlisle as City Manager of Sebastian, and Manny Anon, Jr. as City Attorney pending complete and full litigation of the matter;
- (C) Enjoining Defendants from taking any actions delegated or reserved to the offices and capacities held by Plaintiffs;
- (D) Enjoining Defendants from meeting secretly in the future under penalty of contempt;
- (E) Awarding attorneys' fees and costs to Plaintiffs;
- (F) Grant any and all further relief as the interest of justice may require.

Dated: April 24, 2020

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/s/ Jonathan D. Barkett  
JONATHAN D. BARKETT, ESQ.  
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Florida Bar No. 0028598





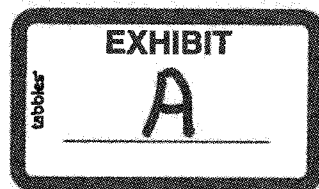
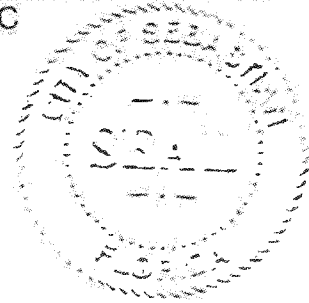
## CERTIFICATION

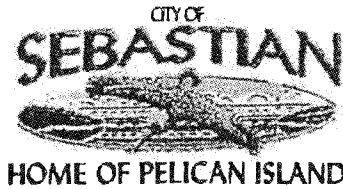
I, Jeanette Williams, MMC, do hereby certify the attached copy is a true and correct copy of the City of Sebastian's Declaration of Local State of Emergency signed by Mayor Ed Dodd on March 17, 2020.

I hereby affix the seal of the City of Sebastian, this 23<sup>rd</sup> day of April, 2020.

*Jeanette Williams*

Jeanette Williams, MMC  
City Clerk  
City of Sebastian





### CITY OF SEBASTIAN DECLARATION OF LOCAL STATE OF EMERGENCY

WHEREAS, Chapter 252.38, Florida Statutes, gives authority to duly constituted municipalities to declare a State of Local Emergency in order to provide for the health and safety of persons and property; and

WHEREAS, by virtue of Section 2-37 of the Code of the City of Sebastian, the power to declare a Local State of Emergency is vested in the office of the Mayor, and;

WHEREAS, on March 1, 2020, the Governor of the State of Florida issued Executive Order 20-51, directing the declaration of a public health emergency and establishing the State of Florida's response to COVID-19; and

WHEREAS, on March 9, 2020, the Governor of the State of Florida issued Executive Order 20-52, declaring that a state of emergency exists in the State of Florida by reason of COVID-19; and

WHEREAS on March 13, 2020, President Donald Trump proclaimed that the COVID-19 outbreak in the United States constitutes a National Emergency beginning March 1, 2020; and

WHEREAS on March 17, 2020, Indian River County declared a local state of emergency exists in all of Indian River County.

NOW, THEREFORE, as Mayor the City of Sebastian, I hereby declare a State of Local Emergency in the City of Sebastian that will continue for the period of time in conjunction with the State of Florida Declaration unless otherwise canceled by the city council and includes the following area(s):

- a) The recalling or reassigning of City employees from vacation, canceling days off and mobilizing all personnel required for disaster response;
- b) The suspension of normal leasing and bid procedures to procure space, structures or other items under their normal authority for disaster response;
- c) The procurement of supplies, equipment, and services without formal bidding procedures;
- d) The closing to the public of public places including streets, alleys, public ways, parks amusement areas and public buildings;
- e) The prevention of price gouging for any essential commodity, dwelling unit, or storage facility;
- f) The conservation of water supplies; and
- g) The cancellation or rescheduling of City meetings.

Pursuant to this Declaration, the City Manager through the Chief of Police is hereby authorized to take whatever prudent actions are necessary to ensure the health, safety, and welfare of the community:

Enacted: Signed by Mayor: *Paul E. Jones* Date: 3/17/2020  
Time: 2:38 pm

Witness: *Janette Williams*

Cancelled: Signed by Mayor: \_\_\_\_\_ Date: \_\_\_\_\_  
Time: \_\_\_\_\_: \_\_\_\_\_

Witness: \_\_\_\_\_