Filing # 176568912 E-Filed 06/30/2023 03:56:11 PM

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

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, Plaintiff, v. WALT DISNEY PARKS AND RESORTS U.S., INC., Defendant.	Case No. 2023-CA-011818-O

REPLY IN SUPPORT OF DEFENDANT'S MOTION TO DISMISS PLAINTIFF'S AMENDED COMPLAINT AS MOOT OR, IN THE ALTERNATIVE, TO STAY THIS ACTION

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INTRODUCTION

Under a straightforward application of settled law, this case should be dismissed as moot or, in the alternative, stayed under Florida's priority rule or the Court's inherent authority. CFTOD ties itself into knots trying to argue otherwise. As CFTOD would have it, Senate Bill 1604—the very law Governor DeSantis promised would "revoke" the Contracts at issue—is inapplicable (Opp. 8-9), but "may well" block the Contracts' enforcement (Opp. 6). According to CFTOD, this case arises from an unprecedented governing structure "no business in Florida has ever enjoyed" (Opp. 2), but concerns issues that are "likely to recur" (Opp. 7). Likewise, there is no common "nucleus of fact" between the federal action and this case (Opp. 14-15), but at the same time this case could "knock out almost *all*" of Disney's federal claims (Opp. 5).

Behind CFTOD's core contradictions and circularity, the simple reality is this. At Governor DeSantis's direction, Florida enacted a statute with the clear purpose and effect of prohibiting CFTOD from complying with the Contracts. Just days ago in the Federal Action, Governor DeSantis himself *reaffirmed* that dispositive point: "[T]he State … enacted a law barring CFTOD from complying with the agreements in any event." State Defs.' Mot. to Dismiss 2, *Walt Disney Parks & Resorts U.S., Inc. v. DeSantis*, No. 23-cv-163 (N.D. Fla. June 26, 2023) (the "Federal Action"), ECF No. 49. This Court accordingly cannot issue a judgment in this case with any legal effect—the Contracts will be unenforceable under Florida law "in any event," no matter what this Court says. *Id.* This case therefore offers a textbook illustration of mootness, and it should be dismissed.

In the alternative, the Court should stay this litigation until the earlier-filed and earlier-served Federal Action concludes. Both lawsuits involve substantially the same parties and overlapping issues. The courts have concurrent jurisdiction over the state-law questions

implicated here, and CFTOD concedes that the "state-law issues in this suit are straightforward" (Opp. 15), rendering *Pullman* abstention inapplicable from the start.

ARGUMENT

I. THIS CASE IS MOOT

A. Senate Bill 1604 Deprives Judgment In This Case Of Any Actual Effect

"'It is the function of a judicial tribunal to decide actual controversies by a judgment which can be carried into effect, and not to give opinions on moot questions, or to declare principles or rules of law which cannot affect the matter in issue.'" *Merkle v. Guardianship of Jacoby*, 912 So. 2d 595, 599-600 (Fla. 2d DCA 2005). "[W]here no practical result could be attained," a court must dismiss the case as moot. *Du Bose v. Meister*, 110 So. 546, 547 (Fla. 1926). Senate Bill 1604 provides, without qualification, that CFTOD "is precluded from complying with the terms" of the Contracts. Fla. Stat. § 189.031(7). Any judgment in this case therefore would be a legal pronouncement without real-world consequence—a plain advisory opinion. Nothing CFTOD raises in its opposition brief changes that dispositive fact. Indeed, far from disputing the point, Governor DeSantis has embraced it, with this statement in the Federal Action: "The newly appointed CFTOD Board announced that it would not comply with Disney's contracts because they were void under Florida law. *For good measure, the State also enacted a law barring CFTOD from complying with the agreements in any event*." State Defs.' Mot. to Dismiss 2, *Walt Disney Parks & Resorts U.S., Inc. v. DeSantis*, No. 23-cv-163 (N.D. Fla. June 26, 2023), ECF No. 49 ("State Mot. to Dismiss") (emphasis added); *see id.* at 2 (insisting that the Contracts were "foiled under state law").

In this case, CFTOD's complaint asks the Court to "[d]eclare that [the Contracts are] void, unenforceable, and/or invalid." Am. Compl. at 34 (Prayer for Relief). But the Legislature already did that. As CFTOD cannot dispute, the Legislature has already "precluded" CFTOD

"from complying" with the Contracts—such that their voidness, enforceability, and validity does not matter in any practical sense. The Contracts could be void or legitimate, enforceable or unenforceable, valid or invalid—"in any event" (State Mot. to Dismiss 2) CFTOD cannot comply with them. CFTOD's complaint also asks the Court to "[i]ssue an order enjoining Disney from enforcing" the Contracts. Am. Compl. at 34 (Prayer for Relief). But, again as CFTOD cannot dispute, Disney cannot enforce the Contracts because the Legislature has already barred enforcement as a matter of state statutory law. Put simply: Senate Bill 1604 has already given CFTOD the result it seeks here, and that is the end of all matters before the Court.

B. CFTOD's Arguments Against Mootness Are Meritless

CFTOD invokes a number of arguments against mootness. Each fails.

1. Senate Bill 1604 has present, binding force of law

CFTOD's opening, but undeveloped, argument need not detain the Court long. Disney's mootness argument does not depend, as CFTOD asserts (Opp. 1), on "ignor[ing] Disney's claim in federal court that [Senate Bill] 1604 is unconstitutional." Only courts can invalidate statutes as unconstitutional. Litigating parties, of course, lack that power. Unless and until a court determines that a statute is unconstitutional, the statute remains in effect. At odds with these basic principles, CFTOD passingly argues—without explanation or elaboration—that Senate Bill 1604 "does not moot this case" because "Disney maintains that S.B. 1604 is unconstitutional." Opp. 4; *see also* Opp. 1, 7. That misses the basic point: The statute is currently in force—a fact CFTOD does not, and cannot, dispute—and so it moots this litigation.

As an apparent fallback, CFTOD argues (Opp. 7-9) that Senate Bill 1604 does not apply to the Contracts because they are "void *ab initio*" and the Court must hold that Disney "wins" in order to recognize that the statute moots this case. Opp. 8. That argument is also incorrect. The Court need only compare the allegations in CFTOD's own complaint—and, in particular, the

relief CFTOD seeks—against the plain language of the statute. CFTOD's complaint asks this court to "[d]eclare" that the contracts are "void, unenforceable, and/or invalid" and to "[i]ssue an order enjoining Disney from enforcing" them. Am. Compl. at 34 (Prayer for Relief). Any such declaration or injunction would change nothing about the status quo as established by the statute. As the law stands today—because of Senate Bill 1604—the Contracts are "unenforceable." *Id.* Disney is *already* prohibited from "enforcing" them. *Id.* Indeed, CFTOD recognizes that the statute bars contract enforcement when CFTOD all but concedes that it *will assert* the statute as a defense to some supposed "breach-of-contract action that Disney will surely file against the District." Opp. 5. An order in CFTOD's favor would be unnecessary, and an order in Disney's favor would be ineffective. Either way, the statute renders the Contracts unenforceable, leaving no role for this Court to perform.

2. CFTOD misunderstands and misapplies the "actual effects" requirement and the "collateral legal consequences" exception

CFTOD argues that this case is not moot because it will "have 'actual effects' or, at least, 'collateral legal consequences' in both the [Federal Action] and any subsequent action Disney may bring for breach of contract." Opp. 5. These arguments also lack merit.

CFTOD's case will have no actual effect and CFTOD hardly argues otherwise. Instead, CFTOD conflates the distinct legal concepts of "actual effects" and "collateral legal consequences." An issue "is moot" if a judicial determination would "have no actual effect." *Godwin v. State*, 593 So. 2d 211, 212 (Fla. 1992). "A moot case" is one presenting no "actual controversy," and such a case "generally will be dismissed." *Id.* Accordingly, the Court must first determine if the case is moot by analyzing whether it presents an "actual controversy" because resolution of the issues would have "actual effect"—and it must do so *before* assessing whether the case has any "collateral legal consequences" that could merit an exception to the

default rule of dismissing moot cases. *Id.* CFTOD's opposition does not meaningfully articulate any "actual effect" that the resolution of any issue in this case may have. Opp. 5. The only "effect" CFTOD describes is this case's potential impact on the Federal Action. Opp. 1-2. But the potential for a court's legal ruling in one case to affect a related question in a subsequent case is certainly not enough to create an "actual controversy." *Godwin*, 593 So. 2d at 212. Otherwise, no case would ever be moot.

CFTOD thus seeks refuge in the "collateral legal consequences" exception to mootness, but finds none. That exception is a limited mootness carve-out and is only available if there is a "*sufficient* collateral legal consequence" that "affect[s] the rights of a party." *Casiano v. State*, 310 So. 3d 910, 913, 915 (Fla. 2021) (emphasis added) (rejecting defendant's potential reoffender designation as "not a sufficient collateral legal consequence"). CFTOD's arguments fail on both prongs.

First, CFTOD does not identify any sufficient collateral legal consequence. A qualifying "collateral legal consequence[]," *Casiano*, 310 So. 3d 910 at 915, arises when some fixed consequence would be immediately determined by resolution of the case—for example, if a party's voting rights or gun license would be taken away as a result of a judgment. These are directly triggered, specific, independent deprivations of "rights … [that] flow from the issue to be determined." *Godwin*, 593 So. 2d at 212. By contrast, as Disney previously explained (Mot. 13-14), legal consequences that are uncertain and speculative are not "sufficient"—for example, the potential to be held in contempt for violating an expired order is "too speculative" to escape mootness, *see Araguel v. Bryan*, 315 So. 3d 1241, 1242 (Fla. 1st DCA 2021), as is the remote potential to obtain attorneys' fees, *Kendall Healthcare Grp., Ltd. v. Pub. Health Tr. of Miami-Dade Cnty.*, 296 So. 3d 533, 535 (Fla. 1st DCA 2020).

CFTOD here raises only the potential for a ruling here to have effects on legal claims in the Federal Action. *See* Opp. 5. As Disney previously explained (Mot. 14), all judicial opinions carry some prospect of affecting other judicial proceedings. The fact that a case's holding could affect legal frameworks and interpretations applicable to subsequent cases is an inherent feature of legal precedent, but that precedential potential is contingent and speculative at best and thus cannot qualify as a "sufficient collateral legal consequence." *Casiano*, 310 So. 3d at 915.

The point is illustrated by *McGraw v. DeSantis*, 358 So. 3d 1279 (Fla. 1st DCA 2023)—a case that Disney raised (Mot. 14) but that CFTOD did not even reference, let alone try to distinguish. There, the plaintiff sued Governor DeSantis for declaring vacant a school board seat that the plaintiff alleged to have occupied. *McGraw*, 358 So. 3d at 1279-1280. While the plaintiff's case was pending, the plaintiff was re-elected to the seat and began serving in it. *Id.* at 1280. Dismissing the case as moot, the court explained that "no actual controversy" remained and any decision would lack "practical effect." *Id.* The court specifically rejected the plaintiff's claims that "collateral legal consequences" would "extend from this case to her federal voting-rights lawsuit," concluding that the federal suit was "a separate legal matter to which no collateral legal consequences will flow." *Id.* The court distinguished *Godwin* on the ground that, in *Godwin*, fixed legal consequences "flowed *directly* from the underlying order such as the imposition of a lien for unpaid services provided by the department." *Id.* (emphasis added). CFTOD has identified no *Godwin*-like consequences here, but rather, at best, only legal rulings that *might* have undetermined resonance in a "separate … matter." *Id.* That is insufficient.

Second, CFTOD has not even tried to explain how its asserted "collateral legal consequences" would "affect the rights of a party." *Godwin*, 593 So. 2d at 212. The "collateral legal consequences" exception "is narrowly applied to those cases in which a party stands to lose

property, advantages, or rights as a collateral result of the dismissal." *Sch. Bd. of Miami-Dade Cnty. v. Fla. Dep't of Health*, 329 So. 3d 784, 787 (Fla. 3d DCA 2021) (observing that "entitlement" to "fees" may sometimes "constitute such a collateral legal consequence"); *see also Lund v. Dep't of Health*, 708 So. 2d 645, 646 (Fla. 1st DCA 1998) (exception "applies to cases in which the consequences consist of property, advantages or rights"). Here, CFTOD stands to lose no "property, advantages, or rights" as a result of this case being dismissed as moot. *Miami-Dade Cnty.*, 329 So. 3d at 787. The best CFTOD can muster is that a favorable ruling in this case would "knock out almost *all* of Disney's federal claims." Opp. 5. As convenient as that might be for CFTOD's litigating position in the Federal Action, such a purported "substantial potential impact" (Opp. 5) is not tied to any "property, advantages, or rights" that CFTOD holds, *Miami-Dade Cnty.*, 329 So. 3d at 787. No "sufficient collateral legal consequence" would be triggered by dismissal here. *Casiano*, 310 So. 3d at 915.

Finally, CFTOD also insists that this Court's ruling will "have real effects in the breach-of-contract action that Disney will surely file" against CFTOD. Opp. 5. It is unsurprising that CFTOD cites no mootness cases in support of this layered hypothetical.[1] There is no mootness exception that applies when a party might assert, as an "alternative" defense in hypothetical litigation (Opp. 6), a position involving issues that are disputed in a moot case. And remarkably, while reserving the right to challenge the validity of the Contracts as an "alternative" defense, CFTOD suggests that its primary defense in this hypothetical breach-of-contract lawsuit will be

[1] CFTOD appears to cite *Advanced Risk Management, Inc.* to show a case where a party sought a declaratory judgment about a contract, while *Sager* and *Morales* appear to be cited for the proposition that parties can assert alternative theories of recovery. Opp. 5-6 (citing *Advanced Risk Mgmt., Inc. v. Prout*, 647 So. 2d 911, 912 (Fla. 4th DCA 1994); *Sager v. Blanco*, 351 So. 3d 1129, 1136 (Fla. 3d DCA 2022); and *Morales v. Coca-Cola Co*., 813 So. 2d 162, 163 (Fla. 4th DCA 2002)). None has anything to do with mootness.

none other than Senate Bill 1604—the very legislation it now says the Court should decide does *not* moot claims seeking a declaration about the validity of the Contracts. *See* Opp. 5-6 ("S.B. 1604 is another defense that the District may raise, and it may well be a successful one."). The Court should credit CFTOD's suggestion that Senate Bill 1604 resolves the question of contract enforceability here—it does—and, for that reason, this case should be dismissed as moot.

3. CFTOD does not dispute that the "great public importance" exception applies only to appellate courts, and this exception would be inapplicable here in any event

CFTOD's invocation of the "great public importance" exception (Opp. 6-7) fares no better. CFTOD fails entirely to address the threshold reason why this exception does not apply. As Disney explained (*see* Mot. 10-11)—and CFTOD says nothing in response—the exception applies only at the appellate stage. It exists to allow appellate review of a case that becomes moot *after* the trial court has exercised valid judicial power to resolve a live controversy. In such situations, Florida courts have allowed "an appellate court[]" to continue to exercise jurisdiction "when the questions raised are of great public importance or are likely to recur." *Holly v. Auld*, 450 So. 2d 217, 218 n.1 (Fla. 1984), *abrogated on other grounds by Conage v. United States*, 346 So. 3d 594, 598 (Fla. 2022); *see Dugger v. Grant*, 610 So. 2d 428, 429 n.1 (Fla. 1992) (plaintiff died during appeal); *Rivera v. Singletary*, 707 So. 2d 326, 327 n.6 (Fla. 1998) (habeas petitioner released from prison before appeal decided); *Pino v. Bank of N.Y.*, 76 So. 3d 927, 930 (Fla. 2011) (parties settled while appeal pending). To counsel's knowledge, no case has ever recognized the jurisdiction of a *trial* court to exercise judicial power *absent* a live controversy because the question in issue is important. Such a decision would be a purely advisory opinion, which trial courts are categorically prohibited from issuing, even when—indeed, *especially* when—the issue is an important one. *See* Mot. 11-12.

CFTOD's dramatic rhetoric about the importance of the legal issues in this case (Opp. 6-7) is accordingly beside the point. It is also wrong on its own terms. According to CFTOD, this case involves important issues concerning special districts in Florida because it involves an "extreme example of corporate capture" and "a serious attack on representative democracy," and because "Disney controlled the most powerful special district in Florida history." *Id.* at 6-7. But Reedy Creek was not a unique governing unit in Florida[2]—in fact, its only genuinely unique feature is that *only* Reedy Creek was singled out for the elimination of property-owner voting rights, explicitly because one property owner expressed a political viewpoint disfavored by the State. In any event, the question for purposes of the "great public importance" exception is whether the legal issues are ones "on which Florida's trial courts and litigants need guidance." *Pino*, 76 So. 3d at 928. The issues here are not. As CFTOD has conceded, this case requires only "straightforward" (Opp. 15) application of Florida's municipal contract principles. *See, e.g.*, Am. Compl. ¶¶ 35-46 (asserting failure to mail notice of intent to consider a development agreement per Fla. Stat. § 163.3225); *id.* ¶¶ 47-54 (asserting failure to adopt "ordinance" allegedly required to authorize local governments to enter development agreements per Fla. Stat. § 163.3223). Even if the outcome of this case affected or interested many people, that is insufficient to render a case one of "great public importance" under Florida's mootness doctrine—a point Disney made in its opening brief and CFTOD chose to ignore. *See* Mot. 11-12 n.5 (citing *Rosa v. Beracha*, 996 So. 2d 958, 959 (Fla. 4th DCA 2008)).

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[2] There are nearly 2,000 special districts in the Florida, and Reedy Creek shared key characteristics with many. For example, Seminole Improvement District and Water Street Tampa Improvement District are independent, have bond authority, were created by special act, and have governing boards elected by district landowners. The landowner election system is common to special districts in Florida—including in special districts within The Villages. The State, however, reserved its ire solely for Reedy Creek for reasons specific to Disney's political speech.

4. A statutory sunset provision—five years in the future—does not render issues likely to "recur, yet evade review"

The mootness exception for cases that are likely to "recur, yet evade review," *State v. S.M.*, 131 So. 3d 780, 783 (Fla. 2013), applies only "when '(1) the challenged action was in its duration too short to be fully litigated prior to its cessation or expiration, and (2) there [is] a reasonable expectation that the same complaining party [will] be subjected to the same action again,'" *Morris Publ'g Grp., LLC v. State*, 136 So. 3d 770, 776 (Fla. 1st DCA 2014). Disney's opening brief describes how the exception has been applied (Mot. 12), and CFTOD's opposition brief offers another two examples of circumstances that are likely to recur yet evade review. *See* Opp. 7 (citing *McLaughlin v. Dep't of Highway Safety & Motor Vehicles*, 2 So. 3d 988, 990 (Fla. 2d DCA 2008), *quashed on other grounds*, *Fla. Dep't of Highway Safety & Motor Vehicles v. Hernandez*, 74 So. 3d 1070 (Fla. 2011); *Wexler v. Lepore*, 878 So. 2d 1276, 1280 (Fla. 4th DCA 2004)). *McLaughlin* concerned a driver's license suspension while *Wexler* addressed standing (not mootness) in the election context. Elections and driver's license suspensions, like pre-hearing detentions, occur repeatedly and often last for a shorter duration than litigation challenging aspects of them. In these cases, it is proper for appellate courts to apply the exception available for errors that are capable of repetition yet evading review.

Here, there are no analogous circumstances. CFTOD argues that the exception applies because Senate Bill 1604 "sunsets by its own terms on July 1, 2028." Opp. 7. CFTOD cites no case law applying this mootness exception to a situation where legislation that moots a dispute has a sunset provision, let alone a sunset provision that is *five years away*. It makes no sense to apply this exception here. Indeed, even accepting CFTOD's apparent assumption that the Legislature would not reinstate Senate Bill 1604 after it sunsets, CFTOD offers no reason why the dispute over contract validity would "evade review" if, years from now, there is no statute to

render the controversy moot. *S.M.*, 131 So. 3d at 783. Nor does CFTOD give the Court any reason to suspect that the Legislature will let the statute sunset. The "capable of repetition yet evading review" mootness exception is not available in cases where, according to one party, respecting mootness would mean "kicking the can down the road." Opp. 7. Instead, "the 'evading review' prong is satisfied" only when "the duration of an [allegedly unlawful event]" is shorter than "the time necessary for the preparation of" the legal process challenging it. *K.B. v. Fla. Dep't of Child. & Fams.*, 202 So. 3d 909, 913 (Fla. 3d DCA 2016) (exception applies when allegedly unlawful involuntary commitment was "generally five days or less" while preparation of an appeal "will inevitably exceed five days"). There is no such circumstance here.

II. IN THE ALTERNATIVE, THE COURT SHOULD STAY THIS CASE UNDER THE PRIORITY RULE OR THIS COURT'S INHERENT AUTHORITY

"It is well-settled that when a previously filed federal action is pending between substantially the same parties on substantially the same issues, a subsequently filed state action should be stayed pending the disposition of the federal action." *Beckford v. Gen. Motors Corp.*, 919 So. 2d 612, 613 (Fla. 3d DCA 2006). That is the case here. Thus, this case should be stayed under Florida's priority rule or, at a minimum, under the Court's inherent authority. *See Shake Consulting, LLC v. Suncruz Casinos, LLC*, 781 So. 2d 494, 495 (Fla. 4th DCA 2001) (recognizing trial court's "broad discretion to grant … a motion to stay a case pending before it" and affirming stay based on "risk of inconsistent and/or duplicate rulings" and conservation of "[s]ubstantial judicial resources"), *cited at* Mot. 16 n.6.

A. Concurrent Jurisdiction Exists

There is no merit to CFTOD's argument that concurrent jurisdiction is lacking. *See* Opp. 9. The priority rule's concurrent jurisdiction inquiry is not an Article III jurisdictional undertaking. It does not call for anything like CFTOD's proposed test, nor does it require perfect

identity of parties or claims. Rather, "'it is sufficient that the two actions involve a single set of facts and that resolution of the one case will resolve *many of the issues* involved in the subsequently filed case.'" *Ocwen Loan Servicing, LLC v. 21 Asset Management Holdings, LLC*, 307 So.3d 923, 926 (Fla. 3d DCA 2020) (emphasis added) (quoting *Florida Crushed Stone Co. v. Travelers Indem. Co.*, 632 So.2d 217, 220 (Fla. 5th DCA 1994)); *see also State v. Harbour Island, Inc.*, 601 So.2d 1334, 1335 (Fla. 2d DCA 1992) (asking whether "the disposition of the [second] case will resolve many of the issues raised in the [first] action"). This issues-oriented standard affords trial courts "broad discretion" to grant stays of subsequently-filed actions, *Sauder v. Rayman*, 800 So. 2d 355, 358 (Fla. 4th DCA 2001), *REWJB Gas Invs. v. Land O'Sun Realty*, 645 So. 2d 1055, 1056 (Fla. 4th DCA 1994) (sufficient identity of issues where simultaneous consideration of same facts and issues created "risk of conflicting decisions")—especially when doing so would protect comity between state courts and their federal counterparts. That standard is easily satisfied here, considering that the federal Contract Clause, Takings, and Due Process claims in the Federal Action implicate all of the same contract-validity issues CFTOD seeks to raise in this action.[3]

This *issues*-oriented approach, which encourages trial courts to look beyond facial differences between parties and claims, and instead consider whether the issues are overlapping, has been endorsed time and again by the Florida courts. *See, e.g.*, *Ocwen Loan Servicing*, 307 So.3d 923 at 926 ("'[T]he causes of action do not have to be identical' to require a stay… ." (quoting *Pilevsky v. Morgans Hotel Grp. Mgmt., LLC*, 961 So. 2d 1032, 1035 (Fla. 3d DCA

[3] Even assuming CFTOD is correct that concurrent jurisdiction requires an Article III analysis—it does not—the federal court has *federal question* jurisdiction over the state contract issues involved in the federal action. *See infra* II.D.2 (citing *Irving Trust Co. v. Day*, 314 U.S. 556, 561 (1942)).

2007))); *Sorena v. Gerald J. Tobin, P.A.*, 47 So. 3d 875, 878 (Fla. 3d DCA 2010) ("Complete identity of the parties and claims is not required.").

For instance, in *In re Guardianship of Morrison*, the Second District Court of Appeal determined that both it and a New Jersey state court had "concurrent jurisdiction" over a guardianship dispute because "both actions stemmed from a head injury Mr. Morrison suffered," "sought a determination of Mr. Morrison's incapacity," and "required a determination of the propriety of Mr. Morrison remaining in Florida"—such that "resolution of one will resolve many of the issues involved in the other"—even though the actions involved different parties and causes of action, and there were "unresolved questions regarding the out-of-state court's jurisdiction" over the first-filed action. 972 So. 2d 905, 909-910 (Fla. 2d DCA 2007). Similarly, in *Pilevsky v. Morgans Hotel Group Management, LLC*, the Third District Court of Appeal recognized that tort claims pending in a Florida state action "may not be entirely resolved in the New York action," but that, for purposes of "concurrent jurisdiction," it was sufficient that "the *issues* relating to the [alleged breach of a] management contract—the central *issues* in both actions—will be resolved by the New York action." 961 So. 2d at 1035 (emphasis added). And in *REWJB*, the Fourth District Court of Appeal held that the trial court erred in not granting a stay. 645 So. 2d at 1057. Even though the court in the first-filed action "lack[ed] subject matter jurisdiction over the [second-filed] action," the Fourth District Court of Appeal found that sufficient overlap of issues was what mattered for purposes of concurrent jurisdiction—thus clearly repudiating the very standard CFTOD pursues here. *Id.* at 1056-1057. These cases belie CFTOD's position that "concurrent jurisdiction" requires complete identity of parties and claims,

and that the court of the first-filed action must have original subject-matter jurisdiction over the claims brought in the second action.[4]

That CFTOD can raise the purported invalidity of the Contracts as "an affirmative defense" in the Federal Action, *Florida Crushed Stone*, 632 So. 2d at 221, is a further indication of concurrent jurisdiction. *See* Mot. 19. In *Pilevsky*, the court found "concurrent jurisdiction" because any adjudication of the breach-of-contract issue in one action would "extinguish[]" claims in the other action or "substantially strengthen [them] by eliminating a dispositive affirmative defense." 961 So. 2d at 1036. Concurrent jurisdiction likewise exists here because this Court's adjudication of the Contracts' validity could affect the availability of a dispositive affirmative defense in the Federal Action.

B. Jurisdiction Attached First In Federal Court

CFTOD wrongly argues that jurisdiction attached first in state court. *See* Opp. 10. Disney perfected service in the Federal Action two weeks before being served in this case and nothing about the service was "legally defective." Opp. 11.

Under Federal Rule of Civil Procedure 4(j)(2), Disney could perfect service on CFTOD's officials in accordance with the "state's law." Florida Statute § 48.111 governs service on public agencies and officers. That statute provides an order of operations for service, beginning with a "registered agent," followed by a waterfall of officials in specified order.

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[4] Ignoring this case law, CFTOD cites two other cases. *See Sunshine State Serv. Corp. v. Dove Invs. of Hillsborough*, 468 So. 2d 281, 283 (Fla. 5th DCA 1985); *Sebor v. Rief*, 706 So. 2d 52, 54 (Fla. 5th DCA 1998); *see also* Opp. 9-10. But the holdings in *Sunshine State* and *Sebor* both turned on the fact that the *second* prong of the principle of priority had not been satisfied. *See Sebor*, 706 So.2d at 53 ("In *Sunshine*, we held the trial court departed from the essential requirements of law by staying an earlier filed state case, pending resolution of a later-filed federal case. The state suit was filed first in this case."). The Fifth District Court of Appeal's discussions of "concurrent jurisdiction" are best read as dicta and, in any event, do not displace the sweep of authority—drawn from a range of the District Courts of Appeal—discussed above.

Disney first intended to serve CFTOD's "registered agent." Florida law requires each special district, within 30 days of the first meeting of its governing body, to "designate a registered office and a registered agent and file such information with the local governing authority or authorities and with the department." Fla. Stat. § 189.014. Because CFTOD's first meeting took place on March 8, 2023, CFTOD was legally required to designate a registered agent no later than April 8, 2023. *See* Minutes of March 8, 2023 CFTOD Board of Supervisors Meeting, *available at* https://www.rcid.org/document/4-19-23-bos-package/. CFTOD did not comply with that statutory obligation. As of May 1, 2023, nearly two months following its first meeting, CFTOD did not have any registered agent identified on its website or on the appropriate Florida state website. CFTOD's opposition brief concedes that it was in violation of Fla. Stat. § 189.014: "[T]he District did not have a registered agent." Opp. 12.

Absent any CFTOD registered agent, Disney had to perfect service under the waterfall set out by § 48.111(1)(b). As noted, that subsection establishes the sequence of individuals who can be served with process if the governmental body "does not have a registered agent." First, a plaintiff must attempt to serve the "president, mayor, chair, or other head" of the governmental entity. In the "absence" of that official, "the vice president, vice mayor, or vice chair" may be served. In "the absence" of all of those individuals, then "any member of the governing board, council, or commission, the manager of the governmental entity, if any, or an in-house attorney for the governmental entity" qualifies. If there is an "absence" of all the officials listed above, the process server may serve "any employee of the governmental entity at the main office of the governmental entity."

The final option applied here because there was an "absence" of all the above-listed individuals on the day Disney perfected service. Specifically, on May 1, 2023, a "Certified

Process Server in the Ninth Judicial District, in and for Orange County, Florida" entered the CFTOD main office. Ex. A (Supplemental Affidavit to Returns of Service) ¶¶ 3, 5. Upon entry to the CFTOD main office, the process server identified herself "and specifically requested [Martin] Garcia, [Michael] Sasso, [Brian] Aungst, [Ron] Peri, [Bridget] Ziegler, and [John] Classe by name in order to serve them with process." *Id.* ¶ 6. Martin Garcia was the "chair," § 48.111(1)(b)(1), of CFTOD. And, as the process server's affidavit makes clear, there was a specific attempt to serve him. The process server was told, however, that he was "not present in the building." *Id.* ¶ 8. In his "absence," it would have been proper to serve Sasso because he was the "vice chair," § 48.111(1)(b)(2); in Sasso's absence, it would have been proper to serve Aungst, Peri, or Ziegler because each was a "member," § 48.111(1)(b)(3), or Classe, who, as the District Administrator, was a "manager," *id.* But the process server was told that Sasso, Aungst, Peri, Ziegler, and Classe were also "not present in the building." *Id.* ¶ 8. Thus, there was an "absence" of the individuals named in § 48.111(1)(b)(1)-(3). Accordingly, it was not only proper but necessary for the process server to turn to § 48.111(1)(b)(4).

Under § 48.111(1)(b)(4), service is proper on "any employee of the governmental entity at the main office of the governmental entity." Disney's process server complied with that provision by serving the "Communications Director of CFTOD" as "an employee present [at] the CFTOD Main Office." Ex. A ¶¶ 9, 14. To sum, "in the absence of Garcia, Sasso, Aungst, Peri, Ziegler, and Classe," the process server "served the process" on "an employee present [at] the CFTOD Main Office" (*id.* ¶ 14) precisely as directed by § 48.111(1)(b)(4). Accordingly, service of process was perfected in the Federal Action on May 1.

These foregoing facts of service are established by detailed statements sworn under oath by the process server, who has served process "on thousands of individuals" and is intimately

familiar with Florida's service requirements. *See* Ex. B (Second Supplemental Affidavit to Returns of Service) ¶ 5. It is her regular duty to serve process consistent with those requirements, she has repeatedly obtained exemplary grades on her yearly certification renewals, and she has never been subject to disciplinary proceedings or sanctions. *See id.*

CFTOD sees things differently. As CFTOD would have it, the professional process server just happened to err in executing her ministerial function in this one instance, based on a declaration it obtained from its own employee, the Communications Director, who asserts that the process server "did not ask for Mr. Garcia as the Chair of the Board of Supervisors, Mr. Classe as CFTOD District Administrator, or any individual Board Member." Opp., Ex. 1 ¶ 7. Given the Communications Director's acknowledged lack of experience with service of process (*id.* ¶ 3), it would be understandable that, at the time, she did not register the significance of the process server's requests for named individuals and thus did not recall those requests 18 days later, when she prepared her declaration. In any event, the Communications Director's declaration does not dispute the "absence" of Garcia, Sasso, Aungst, Peri, Ziegler, and Classe or her own status as an "employee of the governmental entity at the main office of the governmental entity." § 48.111(1)(b)(4). To the extent there remains conflict between the statements, the Communications Director's recollection should not be credited over the professional process server's sworn statement that she complied with service requirements, as is her regular duty. A court should not lightly disregard the sworn statement of a process server—who is, in effect, an officer of the court, and on whom courts depend for the smooth functioning of litigation logistics. *See Becker v. Becker*, 343 So. 3d 153, 154 (Fla. 3d DCA 2022) (rejecting motion to dismiss based on improper service as a result of "no such clear and convincing evidence to undermine the presumptively valid service here"), *reh'g denied* (Aug. 18, 2022).

While service in the Federal Action thus was perfected on May 1, service of process in *this* action was not perfected until May 12, 2023, as CFTOD itself acknowledges. *See* Opp. 10-11. Under Florida law, jurisdiction therefore attached first in the Federal Action.

C. There Is Sufficient Identity Of Parties And Issues

CFTOD concedes that the priority rule applies "when the federal case is substantially similar to the state case." Opp. 14; *see Sorena*, 47 So. 3d at 878 ("Complete identity of the parties and claims is not required."). Here, there is significant similarity between the actions. Indeed, CFTOD does not appear to dispute—nor could it—that the parties are substantially similar. They are functionally the same, with CFTOD on one side and Disney on the other. *See* Mot. 17 (describing parallel parties in both cases with reference to caselaw concerning suits against officers in their official capacities).

CFTOD asserts that the "'nucleus of facts'" is "different in federal versus state court" (Opp. 14), even though, inconsistently, CFTOD insists earlier in its brief that a ruling here would have "substantial potential impact" on the federal case, indeed that resolution of this case could "knock out almost *all* of Disney's federal claims." Opp. 5. Intra-brief contradiction aside, the same "nucleus of facts" *is* common to these two cases. Opp. 14.

Both cases address the same fundamental topics, including: CFTOD's comprehensive plan; the purpose of the Contracts; the notice and hearing processes for the Contracts; the terms of the Contracts; CFTOD's legislative findings regarding the Contracts; and CFTOD's declaration that the Contracts are void. *See* Mot. 18 (citing competing factual allegations on the same topics from the Federal Action complaint and CFTOD's amended complaint in this litigation). Whether "the prior Disney-controlled board followed Florida law in entering the Agreements," which CFTOD claims is the topic that this litigation "turns … on" (Opp. 14) is an issue that is fully covered by the Federal Action. *See, e.g.*, Disney's FAC ¶¶ 107-109 (citing and

describing Florida Local Government Development Agreement Act); *id.* ¶ 110 (alleging that the contracts "followed public notices in the Orlando Sentinel"); *id.* ¶¶ 111-117 (articulating the precise notice and public hearing procedures preceding the signing of the contracts); *id.* ¶¶ 118-127 (explaining the mutuality of the Contracts' substantive provisions). These allegations in the Federal Action show how that action shares a common nucleus of facts with this case.

D. No Exceptional Circumstances Justify Departure From The Priority Rule

CFTOD asserts that two "exceptional circumstances" (Opp. 15) justify departure from the priority rule. Neither applies.

1. CFTOD has made no showing of "undue delay" in federal court

Absent "special circumstances, a trial court abuses its discretion in refusing to grant a stay based on the principle of priority." *In re Guardianship of Morrison*, 972 So. 2d at 910. An exceptional circumstance could arise "'upon a showing of the prospects for undue delay in the disposition of a prior action.'" *Siegel v. Siegel*, 575 So. 2d 1267, 1272 (Fla. 1991); *Norris v. Norris*, 573 So. 2d 1085, 1086 (Fla. 4th DCA 1991) (same). But CFTOD cites no case involving the priority rule in which the prospect of an undue delay actually caused a Florida court to depart from the rule. Nor, more importantly, does CFTOD even attempt a "showing" as to why the federal court would impose "undue delay" on the resolution of the action. *Id.* Instead, CFTOD asserts basic facts about its status as a government entity, *see* Opp. 15-16 ("should be exercising its lawful powers for the good of all citizens of the District," "must continue governing"), and a desire, shared by all parties, to resolve these matters quickly, *see id.* (lamenting "ongoing uncertainty," wanting issues to be "clarified quickly," seeking "finality").[5] Nothing remotely

[5] In fact, in the Federal Action, the CFTOD defendants have asked the Court for a *stay* of discovery (pending resolution of their motion to dismiss) while Disney has asked the Court to order discovery to proceed apace, including because "'stays typically delay resolution of a case

suggests a prospect of "undue delay" in the Federal Action, where briefing on CFTOD's own motion to dismiss is well underway.

2. *Pullman* abstention does not apply

CFTOD argues that, under the *Pullman* doctrine, the federal court should abstain from deciding Disney's federal constitutional claims until this Court resolves the contract issues. At the outset, CFTOD cites no case law for the proposition that Florida courts treat potential *Pullman* abstention in federal courts as an "exceptional circumstance" counseling against an otherwise proper stay in a state court proceeding. In any event, the *Pullman* doctrine does not apply and the federal court adjudicating the Federal Action has not only the power but the duty to decide, for itself, the contract issues embedded within Disney's contract-related constitutional claims. For contract-driven claims under the federal Constitution, "the existence of the contract and the nature and extent of its obligation *become federal questions* for the purposes of determining whether they are within the scope and meaning of the Federal Constitution, and for such purposes finality cannot be accorded to the views of a state court." *Irving Trust Co. v. Day*, 314 U.S. 556, 561 (1942) (emphasis added); *Moore v. Harper*, __ S. Ct. __, 2023 WL 4187750, at *16 (U.S. June 27, 2023) ("'[I]n order that the constitutional mandate may not become a dead letter, we are bound to decide for ourselves whether a contract was made.'").

Nor is there any basis for the federal court to abstain. Federal courts have a "virtually unflagging obligation … to exercise the jurisdiction given to them." *Colorado River Water Conservation Dist. v. United States*, 424 U.S. 800, 817 (1976). Abstention from the exercise of that jurisdiction is "'an extraordinary and narrow exception to the duty of a District Court to

---

and extend the life of a case beyond an acceptable time period.'" Joint Report of the Parties' R. 26(f) Conference § II(a), Federal Action, ECF No. 53 (quoting *McMillan v. Dep't of Corr.*, 2013 WL 11762140, at *2 (N.D. Fla. Oct. 21, 2013)).

adjudicate a controversy properly before it,'" *id.* at 813, and, contrary to CFTOD's invocation of *Pullman* (at 5, 16-17), none of the "exceptional circumstances" warranting abstention is present here, *Henley v. Herring*, 779 F.2d 1553, 1555-1556 (11th Cir. 1986).

"*Pullman* abstention requires two elements: (1) an *unsettled* question of state law and (2) that the question be dispositive of the case and would avoid, or substantially modify, the constitutional question." *Duke v. James*, 713 F.2d 1506, 1510 (11th Cir. 1983) (emphasis added).[6] An "*uncertain* question of state law is critical to the decision to abstain." *Id.* (emphasis added). None exists here, by CFTOD's own repeated concession. CFTOD alleges in its complaint that its only challenge to the validity of the contracts is that they violate "plain and unambiguous statutory mandates" as well as "well settled principles of Florida constitutional and common law." Am. Compl. ¶ 25. CFTOD's opposition emphasizes the point, calling the "state-law issues in this suit" "straightforward." Opp. 15.

The parties thus agree that the Federal Action is not a case where "difficult and unsettled questions of state law must be resolved before a substantial federal constitutional question can be decided." *Haw. Housing Auth. v. Midkiff*, 467 U.S. 229, 236 (1984). Therefore, *Pullman* does not apply. The Federal Action is, instead, precisely the kind of case in which federal courts routinely *refuse* to abstain under *Pullman*. *See, e.g.*, *Fireman's Fund Ins. Co. v. City of Lodi*, 302 F.3d 928, 940 (9th Cir. 2002) (*Pullman* abstention "inappropriate" where the state law issue was "fairly clear," notwithstanding that "a state court ha[d] not ruled on the precise issue"); *Nat.*

[6] If those mandatory requirements are satisfied, the court engages in "a discretionary exercise … on a case-by-case basis" to determine if abstention is warranted. *Baggett v. Bullitt*, 377 U.S. 360, 375 (1964); *Dream Defenders v. DeSantis*, 559 F. Supp. 3d 1238, 1266 (N.D. Fla. 2021) ("[A]bstention is not an automatic rule, but one of discretion.").

Collegiate Athletic Ass'n v. Corbett, 25 F. Supp. 3d 557, 567-571 (M.D. Pa. 2014) (*Pullman* abstention not warranted where language of challenged state statute was clear).

3. "Home venue privilege" is inapposite

In a passing paragraph, CFTOD asserts that its home venue privilege somehow displaces the priority rule. Opp. 17-18. That argument fails. Under Florida law, a governmental defendant has a common law "home venue" privilege. *See, e.g.*, *Lee Mem'l Health Sys. v. Martinez*, 338 So. 3d 350, 354 (Fla. 3d DCA 2022). "The home venue privilege provides that, absent waiver or exception, venue in a suit against the State, or an agency or subdivision of the State, is proper only in the county in which the State, or the agency or subdivision of the State, maintains its principal headquarters." *Fla. Dep't of Child. & Fams. v. Sun-Sentinel, Inc.*, 865 So. 2d 1278, 1286 (Fla. 2004). But the privilege is a horizontal venue issue, not a vertical state-federal one. The single case CFTOD cites in support of its argument (*see* Opp. 18 (citing *MSPA Claims 1, LLC v. Halifax Health, Inc.*, 2017 WL 7803813 (S.D. Fla. Oct. 13, 2017))) looked to the "home venue privilege" in connection with a motion to transfer from the Southern District of Florida to the Middle District. There was, unsurprisingly, no priority rule question.

* * *

That leaves one final matter. Dissatisfied with the opposition brief it filed over one week ago (and the schedule it agreed to), CFTOD tries a different tack—submitting a half-page "Notice of Filing" that attached its motion to dismiss in the Federal Action. This last-ditch effort fails too. First, CFTOD wrongly asserts in the notice that Disney's mootness argument is somehow "premised on the pendency of [the Federal Action]." *Senate Bill 1604* renders this case moot. Any other litigation is beside the point. Second, CFTOD invokes *Pullman* again. But CFTOD's hand waving in the Federal Action about how "hotly contested" the state-law issues are (*see* Notice, Ex. A at 2) does not make those issues "difficult and unsettled," *Midkiff*,

467 U.S. at 236, as they must be to qualify for *Pullman*—nor can it erase CFTOD's description here of those issues as "straightforward" (Opp. 15). Finally, CFTOD purports to "adopt[] the forum selection clause argument" from the Federal Action. But it says nothing about how that argument overcomes mootness or displaces Florida's priority rule—it does neither.

CONCLUSION

Senate Bill 1604 moots the claims in the amended complaint, and the Court should dismiss this action. In the alternative, the Court should stay this case under the priority rule or the Court's inherent authority in light of the pending, previously filed Federal Action.

Dated: June 30, 2023

Respectfully submitted.

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Attorneys for Defendant Walt Disney Parks and Resorts U.S., Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing was electronically filed with the Clerk of Court by using the ECF system, which will provide electronic notification to Alan Lawson, Esquire at alan@lawsonhuckgonzalez.com, paul@lawsonhuckgonzalez.com, jason@lawsonhuckgonzalez.com, David Thompson, Esquire at dthompson@cooperkirk.com, Pete Patterson, Esquire at ppatterson@cooperkirk.com, Joe Masterman, Esquire at jmasterman@cooperkirk.com, and Megan Wold, Esquire at mwold@cooperkirk.com, A. Kurt Ardaman, Esquire at ardaman@fishbacklaw.com, Daniel W. Langley at dlangley@fishbacklaw.com and sc@fishbacklaw.com this 30th day of June, 2023.

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Counsel for Defendant Walt Disney Parks and Resorts U.S., Inc.

Exhibit A

SUPPLEMENTAL AFFIDAVIT TO RETURNS OF SERVICE

STATE OF FLORIDA

COUNTY OF ORANGE

Before me, the undersigned authority, personally appeared, Maranatha Bedford, who, first being duly sworn, deposes and says:

1. My name is Maranatha Bedford. I am over eighteen years old, and the information in this Supplemental Affidavit to Returns of Service is true and correct, based on my personal knowledge.

2. I have personal knowledge of all of the facts and statements made in this Supplemental Affidavit.

3. I am a Certified Process Server in the Ninth Judicial Circuit, in and for Orange County, Florida, and I am not a party to Case 4:23-cv-00163-MW-MJF, pending in the Northern District of Florida.

4. This Supplemental Affidavit to Returns of Service supplements my sworn Returns of Service filed in Case 4:23-cv-00163-MW-MJF, attached hereto as **Exhibit A** (the "Returns"), as to my service of process on (a) Martin Garcia, in his official capacity ("Garcia"), (b) Michael Sasso, in his official capacity ("Sasso"), (c) Brian Aungst, Jr., in his official capacity ("Aungst"), (d) Ron Peri, in his official capacity ("Peri"), (e) Bridget Ziegler, in her official capacity ("Ziegler"), and (f) John Classe, in his official capacity ("Classe").

5. As set forth in the Returns, on May 1, 2023, I went to 1900 Hotel Plaza Blvd, Lake Buena Vista, Florida, 32830 (the "CFTOD Main Office") to serve process on Garcia, Sasso, Aungst, Peri, Ziegler and Classe.

6. Upon entry to the CFTOD Main Office, I identified myself as a process server and specifically requested Garcia, Sasso, Aungst, Peri, Ziegler, and Classe by name in order to

serve them with process in Case 4:23-cv-00163-MW-MJF.

7. The individual I spoke with at the reception desk CFTOD Main Office asked me to wait, and then made a telephone call to an unknown individual.

8. Ms. Eryka Washington-Perry, described in the Returns, then arrived at the reception area, and told me that Garcia, Sasso, Aungst, Peri, Ziegler, and Classe were not present in the building.

9. In the absence of Garcia, Sasso, Aungst, Peri, Ziegler, and Classe, Ms. Eryka Washington-Perry identified herself as an employee and Communications Director of CFTOD.

10. Ms. Washington-Perry then stated that she was authorized to accept service for Garcia, Sasso, Aungst, Peri, Ziegler, and Classe.

11. At that point in time, Ms. Washington-Perry reached out to take the process from me described in the Returns for Garcia, Sasso, Aungst, Peri, Ziegler, and Classe.

12. I did not hand to process to Ms. Washington-Perry at first, and instead expressly asked her if she was specifically authorized to accept service of process for each service packet for Garcia, Sasso, Aungst, Peri, Ziegler, and Classe, naming each such individual to her.

13. Ms. Washington-Perry then explicitly confirmed that she was authorized to accept service.

14. I then served the process as set forth in the Returns on Ms. Washington-Perry based on her express representation to me and as an employee present the CFTOD Main Office, in the absence of Garcia, Sasso, Aungst, Peri, Ziegler, and Classe.

[remainder of page intentionally left blank]

FURTHER AFFIANT SAYETH NAUGHT.

Maranatha Bedford

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 26 day of May, 2023, by Maranatha Bedford

☐ Personally Known OR ☑ Produced Identification

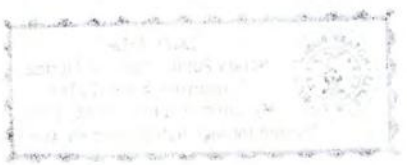
Type of Identification Produced Florida drivers license
B316-543-76-821-0

Signature of Notary Public - State of Florida

Claire Beemer
Print, Type, or Stamp Commissioned Name of Notary Public

Seal

CLAIRE BEEMER
Notary Public - State of Florida
Commission # HH 322362
My Comm. Expires Oct 16, 2026
Bonded through National Notary Assn.



RETURN OF SERVICE

UNITED STATES DISTRICT COURT
Northern District of Florida

Case Number: 4:23-CV-00163-MW-MAF

Plaintiff: **WALT DISNEY PARKS AND RESORTS U.S., INC.**
vs.
Defendant: **RONALD D DESANTIS, et al.**

For:
Adam C. Losey
Losey PLLC
1420 Edgewater Dr.
Orlando, FL 32804

Received by CAPITAL COURT SERVICES on the 1st day of May, 2023 at 10:48 am to be served on **Martin Garcia, Central Florida Tourism Oversight District, 1900 Hotel Plaza Blvd., Lake Buena Vista, FL 32830**.

I, MARANATHA BEDFORD, do hereby affirm that on the **1st day of May, 2023** at **2:46 pm, I:**

served a Designated Employee by delivering a true copy of the Summons, Complaint for Declaratory and Injunctive Relief, Exhibits, Civil Cover Sheet, Disclosure Statement Pursuant to Fed. R. Civ. P. 7.1, Plaintiff's Notice Under Federal Rule of Civil Procedure 5.1 and Local Rule 24.1 with the date and hour of service endorsed thereon by me, to: Eryka Washington-Perry as Communications Director at the address of: 1900 Hotel Plaza Blvd., Lake Buena Vista, FL 32830, who stated they are authorized to accept service for Martin Garcia,, and informed said person of the contents therein, in compliance with state statutes.

Additional Information pertaining to this Service:
5/1/2023 2:53 pm Ms. Perry is the liaison to intercept legal documents for the board and director as the communications director,

Description of Person Served: Age: 48, Sex: F, Race/Skin Color: Black, Height: 5'5", Weight: 115, Hair: Black, Glasses: N

I do hereby certify that I have no interest in the above action, that I am over the age of eighteen, and that I am a Certified Process Server in the Judicial Circuit in which it was served. Under penalties of perjury, I declare that I have read the forgoing affidavit and that the facts stated in it are true. No Notary required Pursuant to F.S. 92.525 (2)

MARANATHA BEDFORD
442

CAPITAL COURT SERVICES
221 W PARK AVENUE
#1682
TALLAHASSEE, FL 32302
(850) 273-8508

Our Job Serial Number: ERN-2023001163

EXHIBIT

A

RETURN OF SERVICE

UNITED STATES DISTRICT COURT
Northern District of Florida

Case Number: 4:23-CV-00163-MW-MAF

Plaintiff: **WALT DISNEY PARKS AND RESORTS U.S., INC.**
vs.
Defendant: **RONALD D DESANTIS, et al.**

ERN2023001164

For:
Adam C. Losey
Losey PLLC
1420 Edgewater Dr.
Orlando, FL 32804

Received by CAPITAL COURT SERVICES on the 1st day of May, 2023 at 10:48 am to be served on **Ron Peri, Central Florida Tourism Oversight District, 1900 Hotel Plaza Blvd., Lake Buena Vista, FL 32830**.

I, MARANATHA BEDFORD, do hereby affirm that on the **1st day of May, 2023** at **2:46 pm, I:**

served a Designated Employee by delivering a true copy of the Summons, Complaint for Declaratory and Injunctive Relief, Exhibits, Civil Cover Sheet, Disclosure Statement Pursuant to Fed. R. Civ. P. 7.1, Plaintiff's Notice Under Federal Rule of Civil Procedure 5.1 and Local Rule 24.1 with the date and hour of service endorsed thereon by me, to: Eryka Washington-Perry as Communications Director at the address of: 1900 Hotel Plaza Blvd., Lake Buena Vista, FL 32830, who stated they are authorized to accept service for Ron Peri,, and informed said person of the contents therein, in compliance with state statutes.

Additional Information pertaining to this Service:
5/1/2023 2:53 pm Ms. Perry is the liaison to intercept legal documents for the board and director as the communications director.

Description of Person Served: Age: 48, Sex: F, Race/Skin Color: Black, Height: 5'5", Weight: 115, Hair: Black, Glasses: N

I do hereby certify that I have no interest in the above action, that I am over the age of eighteen, and that I am a Certified Process Server in the Judicial Circuit in which it was served. Under penalties of perjury, I declare that I have read the forgoing affidavit and that the facts stated in it are true. No Notary required Pursuant to F.S. 92.525 (2)

MARANATHA BEDFORD
442

CAPITAL COURT SERVICES
221 W PARK AVENUE
#1682
TALLAHASSEE, FL 32302
(850) 273-8508

Our Job Serial Number: ERN-2023001164

RETURN OF SERVICE

UNITED STATES DISTRICT COURT
Northern District of Florida

Case Number: 4:23-CV-00163-MW-MAF

Plaintiff: **WALT DISNEY PARKS AND RESORTS U.S., INC.**
vs.
Defendant: **RONALD D DESANTIS, et al.**

ERN2023001165

For:
Adam C. Losey
Losey PLLC
1420 Edgewater Dr.
Orlando, FL 32804

Received by CAPITAL COURT SERVICES on the 1st day of May, 2023 at 10:50 am to be served on **Michael Sasso, Central Florida Tourism Oversight District, 1900 Hotel Plaza Blvd., Lake Buena Vista, FL 32830**.

I, MARANATHA BEDFORD, do hereby affirm that on the **1st day of May, 2023** at **2:46 pm, I:**

served a Designated Employee by delivering a true copy of the Summons, Complaint for Declaratory and Injunctive Relief, Exhibits, Civil Cover Sheet, Disclosure Statement Pursuant to Fed. R. Civ. P. 7.1, Plaintiff's Notice Under Federal Rule of Civil Procedure 5.1 and Local Rule 24.1 with the date and hour of service endorsed thereon by me, to: Eryka Washington-Perry as Communications Director at the address of: 1900 Hotel Plaza Blvd., Lake Buena Vista, FL 32830, who stated they are authorized to accept service for Michael Sasso,, and informed said person of the contents therein, in compliance with state statutes.

Additional Information pertaining to this Service:
5/1/2023 2:53 pm Ms. Perry is the liaison to intercept legal documents for the board and director as the communications director.

Description of Person Served: Age: 48, Sex: F, Race/Skin Color: Black, Height: 5'5", Weight: 115, Hair: Black, Glasses: N

I do hereby certify that I have no interest in the above action, that I am over the age of eighteen, and that I am a Certified Process Server in the Judicial Circuit in which it was served. Under penalties of perjury, I declare that I have read the forgoing affidavit and that the facts stated in it are true. No Notary required Pursuant to F.S. 92.525 (2)

MARANATHA BEDFORD
442

CAPITAL COURT SERVICES
221 W PARK AVENUE
#1682
TALLAHASSEE, FL 32302
(850) 273-8508

Our Job Serial Number: ERN-2023001165

RETURN OF SERVICE

UNITED STATES DISTRICT COURT
Northern District of Florida

Case Number: 4:23-CV-00163-MW-MAF

Plaintiff: **WALT DISNEY PARKS AND RESORTS U.S., INC.**
vs.
Defendant: **RONALD D DESANTIS, et al.**

ERN2023001161

For:
Adam C. Losey
Losey PLLC
1420 Edgewater Dr.
Orlando, FL 32804

Received by CAPITAL COURT SERVICES on the 1st day of May, 2023 at 10:44 am to be served on **Brian Aungst, Jr., Central Florida Tourism Oversight District, 1900 Hotel Plaza Blvd., Lake Buena Vista, FL 32830**.

I, MARANATHA BEDFORD, do hereby affirm that on the **1st day of May, 2023** at **2:46 pm, I:**

served a Designated Employee by delivering a true copy of the Summons, Complaint for Declaratory and Injunctive Relief, Exhibits, Civil Cover Sheet, Disclosure Statement Pursuant to Fed. R. Civ. P. 7.1, Plaintiff's Notice Under Federal Rule of Civil Procedure 5.1 and Local Rule 24.1 with the date and hour of service endorsed thereon by me, to: Eryka Washington-Perry as Communications Director at the address of: 1900 Hotel Plaza Blvd., Lake Buena Vista, FL 32830, who stated they are authorized to accept service for Brian Aungst,, and informed said person of the contents therein, in compliance with state statutes.

Additional Information pertaining to this Service:
5/1/2023 2:53 pm Ms. Perry is the liaison to intercept legal documents for the board and director as the communications director.

Description of Person Served: Age: 48, Sex: F, Race/Skin Color: Black, Height: 5'5", Weight: 115, Hair: Black, Glasses: N

I do hereby certify that I have no interest in the above action, that I am over the age of eighteen, and that I am a Certified Process Server in the Judicial Circuit in which it was served. Under penalties of perjury, I declare that I have read the forgoing affidavit and that the facts stated in it are true. No Notary required Pursuant to F.S. 92.525 (2)

MARANATHA BEDFORD
442

CAPITAL COURT SERVICES
221 W PARK AVENUE
#1682
TALLAHASSEE, FL 32302
(850) 273-8508

Our Job Serial Number: ERN-2023001161

RETURN OF SERVICE

UNITED STATES DISTRICT COURT
Northern District of Florida

Case Number: 4:23-CV-00163-MW-MAF

Plaintiff: **WALT DISNEY PARKS AND RESORTS U.S., INC.**
vs.
Defendant: **RONALD D DESANTIS, et al.**

ERN2023001166

For:
Adam C. Losey
Losey PLLC
1420 Edgewater Dr.
Orlando, FL 32804

Received by CAPITAL COURT SERVICES on the 1st day of May, 2023 at 10:50 am to be served on **Bridget Ziegler, Central Florida Tourism Oversight District, 1900 Hotel Plaza Blvd., Lake Buena Vista, FL 32830**.

I, MARANATHA BEDFORD, do hereby affirm that on the **1st day of May, 2023** at **2:46 pm, I:**

served a Designated Employee by delivering a true copy of the Summons, Complaint for Declaratory and Injunctive Relief, Exhibits, Civil Cover Sheet, Disclosure Statement Pursuant to Fed. R. Civ. P. 7.1, Plaintiff's Notice Under Federal Rule of Civil Procedure 5.1 and Local Rule 24.1 with the date and hour of service endorsed thereon by me, to: Eryka Washington-Perry as Communications Director at the address of: 1900 Hotel Plaza Blvd., Lake Buena Vista, FL 32830, who stated they are authorized to accept service for Bridget Ziegler,, and informed said person of the contents therein, in compliance with state statutes.

Additional Information pertaining to this Service:
5/1/2023 2:53 pm Ms. Perry is the liaison to intercept legal documents for the board and director as the communications director.

Description of Person Served: Age: 48, Sex: F, Race/Skin Color: Black, Height: 5'5", Weight: 115, Hair: Black, Glasses: N

I do hereby certify that I have no interest in the above action, that I am over the age of eighteen, and that I am a Certified Process Server in the Judicial Circuit in which it was served. Under penalties of perjury, I declare that I have read the forgoing affidavit and that the facts stated in it are true. No Notary required Pursuant to F.S. 92.525 (2)

MARANATHA BEDFORD
442

CAPITAL COURT SERVICES
221 W PARK AVENUE
#1682
TALLAHASSEE, FL 32302
(850) 273-8508

Our Job Serial Number: ERN-2023001166

RETURN OF SERVICE

UNITED STATES DISTRICT COURT
Northern District of Florida

Case Number: 4:23-CV-00163-MW-MAF

Plaintiff: **WALT DISNEY PARKS AND RESORTS U.S., INC.**
vs.
Defendant: **RONALD D DESANTIS, et al.**

For:
Adam C. Losey
Losey PLLC
1420 Edgewater Dr.
Orlando, FL 32804

Received by CAPITAL COURT SERVICES on the 1st day of May, 2023 at 10:48 am to be served on **John Classe, Central Florida Tourism Oversight District, 1900 Hotel Plaza Blvd., Lake Buena Vista, FL 32830**.

I, MARANATHA BEDFORD, do hereby affirm that on the **1st day of May, 2023** at **2:46 pm, I:**

served a Designated Employee by delivering a true copy of the Summons, Complaint for Declaratory and Injunctive Relief, Exhibits, Civil Cover Sheet, Disclosure Statement Pursuant to Fed. R. Civ. P. 7.1, Plaintiff's Notice Under Federal Rule of Civil Procedure 5.1 and Local Rule 24.1 with the date and hour of service endorsed thereon by me, to: Eryka Washington-Perry as Communications Director at the address of: 1900 Hotel Plaza Blvd., Lake Buena Vista, FL 32830, who stated they are authorized to accept service for John Classe,, and informed said person of the contents therein, in compliance with state statutes.

Additional Information pertaining to this Service:
5/1/2023 2:53 pm Ms. Perry is the liaison to intercept legal documents for the board and director as the communications director.

Description of Person Served: Age: 48, Sex: F, Race/Skin Color: Black, Height: 5'5", Weight: 115, Hair: Black, Glasses: N

I do hereby certify that I have no interest in the above action, that I am over the age of eighteen, and that I am a Certified Process Server in the Judicial Circuit in which it was served. Under penalties of perjury, I declare that I have read the forgoing affidavit and that the facts stated in it are true. No Notary required Pursuant to F.S. 92.525 (2)

MARANATHA BEDFORD
442

CAPITAL COURT SERVICES
221 W PARK AVENUE
#1682
TALLAHASSEE, FL 32302
(850) 273-8508

Our Job Serial Number: ERN-2023001162

Exhibit B

SECOND SUPPLEMENTAL AFFIDAVIT TO RETURNS OF SERVICE

STATE OF FLORIDA

COUNTY OF ORANGE

Before me, the undersigned authority, personally appeared, Maranatha Bedford, who, first being duly sworn, deposes and says:

1. My name is Maranatha Bedford. I am over eighteen years old, and the information in this Second Supplemental Affidavit to Returns of Service ("Second Supplemental Affidavit") is true and correct, based on my personal knowledge.

2. I have personal knowledge of all of the facts and statements made in this Second Supplemental Affidavit.

3. On May 26, 2023, I signed a Supplemental Affidavit to Returns of Service ("Supplemental Affidavit"). The Supplemental Affidavit remains true and correct in its entirety. The purpose of this Second Supplemental Affidavit is to provide additional information in response to the Declaration of Eryka Washington Perry ("Washington Perry Declaration"), dated May 19, 2023.

4. As stated in the Supplemental Affidavit, I am a Certified Process Server in the Ninth Judicial Circuit, in and for Orange County, Florida, and I am not a party to Case 4:23-cv-00163-MW-MJF, pending in the Northern District of Florida. I am also not a party to Case No. 2023-CA-011818-O, pending in the Ninth Judicial Circuit.

5. In my career as a Certified Process Server, I have served process in the Ninth Judicial Circuit on thousands of individuals. Every year as a Certified Process Server, I have obtained a grade of "A" (90-100 score) on my yearly renewal application, and my license has been renewed yearly. I have never been subject to any disciplinary proceedings or sanctions. My license as a Certified Process Server in the Ninth Judicial Circuit is, and has always been, in

good standing.

6. I have reviewed the Washington Perry Declaration. I had not seen the Washington Perry Declaration when I executed the Supplemental Affidavit.

7. On May 1, 2023, I was given an assignment to serve same-day priority process on Martin Garcia, Michael Sasso, Brian Aungst, Jr., Ron Peri, Bridget Ziegler, and John Classe. I was instructed to serve them at 1900 Hotel Plaza Blvd., Lake Buena Vista, Florida, 32830, which I understood to be the CFTOD main office.

8. When I arrived at the building, I entered the lobby and spoke with a woman seated at a desk in the lobby area, who I believed was a receptionist. I identified myself to her as an Orange County process server and explained that I had legal documents for Martin Garcia, Michael Sasso, Brian Aungst, Jr., Ron Peri, Bridget Ziegler, and John Classe.

9. Because I had service documents for six people, I carried them in a box. The service documents for each individual to be served were in a separate packet; on top of each packet was a "field sheet" that detailed my service assignment for that packet, and included the recipient's name. When I identified to the receptionist the individuals I was attempting to serve, I read each name off of the field sheet for that individual's service packet.

10. The receptionist said she needed to make a call and did so while I waited at her desk. I heard her tell the person she called that a process server was in the lobby to serve the "board" and the "director." After she got off the phone, the receptionist told me someone would be coming to speak with me.

11. A woman then came to the lobby and approached me. As we stood near the receptionist's desk, where I had propped the box of documents, I explained to this person that I was an Orange County process server with legal documents for Martin Garcia, Michael Sasso, Brian Aungst, Jr., Ron Peri, Bridget Ziegler, and John Classe. As I read these names off the

individual field sheets, the person corrected my pronunciation of some of the names.

12. She then indicated that she would accept the process.

13. I then specifically asked if she was authorized to accept service of process. She stated, "I should hope so, I am the communications director." I understood from her self-identification as the "communications director" that she was an employee of the government entity.

14. She told me that none of the individuals I had named were present in the building. I understood from her comment that Martin Garcia, Michael Sasso, Brian Aungst, Jr., Ron Peri, Bridget Ziegler, and John Classe were all absent.

15. She reached out to take the documents from me, but I would not give them to her at that time because I had to first process them. When I serve process, I remove the field sheet attached to the document, and I write my initials or signature, the date and time of service, and my identification number, on the corner of the first page of the process I am serving. These are standard service practices, and I followed them in this case. It was as I was doing this that I asked for her name, and the correct spelling of her name, which she provided as Eryka Washington Perry.

16. That is when I served all the documents on her and left the building.

17. After I left the building, I went to my car, and, following my standard practice, entered my notes about the service into the app that is provided for this purpose. These notes appear in each Return of Service.

FURTHER AFFIANT SAYETH NAUGHT.

Maranatha Bedford

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 30 day of June, 2023, by Maranatha Bedford

☐ Personally Known OR ☑ Produced Identification

Type of Identification Produced Florida drivers license

Signature of Notary Public - State of Florida

Claire J Beemer

Print, Type, or Stamp Commissioned Name of Notary Public

Seal

CLAIRE BEEMER
Notary Public - State of Florida
Commission # HH 322362
My Comm. Expires Oct 16, 2026
Bonded through National Notary Assn.