

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

GERALD GAGLIARDI
and KATHLEEN MACDOUGALL

CASE NO:

Plaintiffs,

vs.

THE CITY OF BOCA RATON,
FLORIDA, a Florida Municipal
Corporation,

Defendant.

COMPLAINT FOR DECLARATORY RELIEF AND
INJUNCTIVE RELIEF, DAMAGES AND DEMAND FOR JURY TRIAL

COMES NOW the Plaintiffs, GERALD GAGLIARDI and KATHLEEN MACDOUGALL, (hereinafter "Plaintiffs") and sue THE CITY OF BOCA RATON, FLORIDA., (hereinafter the "CITY" or "Defendant") and allege as follows:

1. This Court has original jurisdiction over these claims pursuant to 28 U.S.C. §1331.
2. This Court has authority to grant the requested declaratory judgment pursuant to 28 U.S.C. §2201 and Fed. R. Civ. P 57.
3. This Court has authority to issue the requested injunctive relief pursuant to 42 U.S.C §1983 and Fed. R. Civ. P 65.
4. This Court has authority to award attorneys' fees and costs pursuant to 42, U.S.C. §1983.
5. This Court has personal jurisdiction over the Defendant because the alleged incidents occurred within the district of this Court.

6. Venue is proper in the Southern District of Florida pursuant to 28, U.S.C. §1391.

STATEMENT OF JURISDICTION

7. This is an action for Declaratory and Injunctive relief seeking a declaration that the Defendant has been engaging in activities that have established and continue to establish religion contrary to the prohibition contained in the First Amendment of the United States Constitution, which is made applicable to the CITY through the Fourteenth Amendment to the United States Constitution. In addition, Defendant is violating Plaintiffs' constitutional rights to equal protection and to due process in the land use process through a preference for religion. This discriminatory preference, favoring one religious organization, violates the right of citizens--believers and non-believers alike--to government neutrality pursuant to the Equal Protection Clause of the Fourteenth Amendment. Defendant also has created unconstitutional legal classifications and established a precedent that will require a preference for religious land use applicants in the future in order to treat all religious applicants neutrally following these unconstitutional actions. Thus, through the CITY action, a singular religious group has been provided promotion, endorsement, and secret reinforcement of its religion and its religious mission through the corrupt dealings of the CITY. Plaintiffs are forced to pay for and endure such government promotion, endorsement and reinforcement of a sectarian organization in violation of the First Amendment.

8. Defendant is concurrently violating Plaintiffs' rights under Article I, §3 and Article I, §9 of the Constitution of the State of Florida.

PLAINTIFFS

9. Plaintiff, GERALD GAGLIARDI, is a citizen and resident of the United States, and resides and is domiciled in the City of Boca Raton, Palm Beach County, Florida. Plaintiff, GERALD GAGLIARDI, is a member of a Christian religion.

10. Plaintiff, KATHLEEN MACDOUGALL, is a citizen and resident of the United States and resides and is domiciled in the City of Boca Raton, Palm Beach County, Florida. Plaintiff, KATHLEEN MACDOUGALL, is a member of a Christian religion.

11. Plaintiffs are taxpayers of the City of Boca Raton and the Federal Government.

DEFENDANT

12. The Defendant, THE CITY OF BOCA RATON (hereinafter the "CITY" and/or the "GOVERNMENT"), is a municipal corporation existing under the laws of the State of Florida and is within the jurisdiction of this Court.

CAUSES OF ACTION

COUNT I
ESTABLISHMENT CLAUSE VIOLATION

A. The Violation

13. Plaintiffs reallege and incorporate by reference all allegations set forth in paragraphs 1 through 12, inclusive, of this Complaint.

14. The First Amendment of the United States Constitution provides as follows:

"Congress shall make no laws respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech,

or of the press; or the right of people peaceably to assemble, and to petition the government for a redress for grievances.”

15. The First Amendment's Establishment Clause requires government neutrality toward religion, Rosenberger v. University of Virginia, 515 U.S. 819 (1995), and forbids the CITY from endorsing one religion, preferring one religion over another, or religion over irreligion. McCreary County v. ACLU, 545 U.S. 844 (2005); Texas Monthly v. Bullock, 489 U.S. 1 (1989); Wallace v. Jaffree, 472 U.S. 38 (1985).

16. Religious liberty and the right to have the CITY not discriminate in favor of, or against, religion or irreligion applies to these Plaintiffs and all Americans, whether “the infidel, the atheist, or even the adherent of a non-Christian faith such as Islam or Judaism.” Wallace v. Jaffree, 472 U.S. 38, 52-53 (1985).

17. The Fourteenth Amendment, Section 1, of the United States Constitution provides as follows:

“All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the state wherein they reside. No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; not deny to any person within its jurisdiction the equal protection of the laws.”

The Fourteenth Amendment incorporates the First Amendment's rights against the states and this Defendant through incorporation. Everson v. Board of Education, 330 U.S.1 (1947); Cantwell v. Connecticut, 310 U.S. 296 (1940).

18. The denial of constitutional rights is irreparable injury *per se*.

19. The acts of the CITY complained of herein were made with a reckless indifference to each Plaintiff's clearly established federal constitutional rights warranting an award of damages and punitive damages.

20. The clearest command of the Establishment Clause is that one religious denomination cannot be officially preferred over another. Larson v. Valente, 456 U.S. 228, 244, 102 S.Ct. 1673, 1683, 72 L. Ed 2d 33 (1982).

21. On or about 2007, a religious entity identified as the Chabad of East Boca Inc. (hereinafter the "Chabad") was engaged, through a member or its members, in a potential acquisition of residential properties in a residential area of the CITY known as the "Golden Triangle".

22. The Chabad intended to assemble such contiguous single-family residences for use of religious purposes, including conducting religious services, operation of a religious school and other functions consistent with the religious beliefs of the Chabad.

23. The Golden Triangle area was, in 2007, zoned for single-family residences and was adjacent to a CITY Community Redevelopment project known as "Mizner Park". Mizner Park consisted of a mixture of high-end retail establishments, restaurants, and residential apartments and forms a major source of revenue for the CITY.

24. When the intentions of the Chabad, as alleged in paragraph 22 herein, became known to the general public, opposition groups were formed by residents of the Golden Triangle residential area to voice objections to the CITY'S permitting of the Chabad's religious operations in their Golden Triangle neighborhood. Such opposition acts and conduct were motivated by religious animus together with a desire to protect the residential quality of the Golden Triangle neighborhood.

25. In late 2007, the CITY introduced Ordinance No. 5014 to allow "places of worship" as a permitted use in a single-family zoning district such as the Golden

Triangle. At this time, the majority of places of worship were then located in single-family zoning districts but were not the subject of any land use restrictions in those districts. Ordinance No. 5014 would have allowed the Chabad to introduce its full program of its religious activities into the Golden Triangle neighborhood, but subject to additional parking requirements as set forth in Ordinance No. 5014.

26. The Golden Triangle neighborhood input at public hearings, in the media, and in direct private conversations with elected officials of the CITY and the Golden Triangle opposition groups was extremely contentious in that the Golden Triangle residents expressed the desire to completely prohibit any and all Chabad operations in their neighborhood.

27. The CITY was also concerned with the proposed location of the Chabad being in close proximity to the CITY'S Mizner Park project which was the venue of numerous public concerts and events and which was an attraction where the general public would stroll the sidewalks of Mizner Park, frequent outdoor dining and retail establishments.

28. The conflict which then existed between the Golden Triangle community, the Chabad and the City was the focus of much publicity and led to secret internal and nonpublic discussions between the CITY, the Chabad, representatives and attorneys for the Golden Triangle residents and a local developer who was the owner of real Property located at 770 Palmetto Park Road ("the PROPERTY"). The PROPERTY, at that time, was zoned B-1 which permitted construction of a "place of public assembly" but did not permit construction of a "place of worship" such as the Chabad.

28a The PROPERTY was a small vacant piece of land consisting of only 0.81 acres of developable PROPERTY. The surrounding areas of the PROPERTY consisted

of small commercial structures averaging less than 20 feet in height and neighborhoods zoned for single-family residences adjacent to the PROPERTY.

28b The most recent use of the Property was for a small French restaurant, which operated from an historic single 1920's family residence. The restaurant operated with 6700 square feet of commercial space for thirty years.

29. In January 2008, the CITY through its City Council, based upon public opposition to Ordinance No. 5014, and despite having legal advice that Federal law and existing land development law justified such Ordinance, declined to proceed with consideration of the previously introduced Ordinance No. 5014. On March 25, 2008, the CITY'S manager stated at a public meeting of the CITY'S Council that CITY staff was "working" on the issue of "places of worship" and that a report by the CITY'S staff would be brought to the CITY'S Council in May or June 2008.

30. On or about the same time as the CITY decided to defer action on Ordinance No. 5014, the Chabad was concurrently engaged in discussion with the owner of the PROPERTY (hereinafter the "Developer") which discussions related to the potential construction of the Chabad on the PROPERTY. At this time, however, the Chabad, the Developer and the CITY were aware that the Chabad could not be constructed on the PROPERTY due to the existing City zoning which prohibited "places of worship."

31. In a political act to placate and appease the residents of the Golden Triangle, to alleviate concerns of the CITY of impact of the Chabad on Mizner Park, to financially benefit the developer of the PROPERTY and to unconstitutionally advance and create a special privilege for the religion of the Chabad, the CITY, through its Manager, without regard to the constitutional rights of Plaintiffs, initiated a change of the

Code of the CITY. The CITY, through its Manager, directed its Planning and Zoning Staff (a/k/a the Development Services staff) to perform all work necessary, including staff reports and staff recommendations to change by Ordinance the permitted use, of the PROPERTY to include "places of worship." This secretly planned change of permitted use, mandated to the CITY staff, was for the sole purpose to allow construction of the Chabad on the PROPERTY in complete and express violation of the prohibition of advancing, endorsing or promoting of religion as set forth in the First Amendment of the United States Constitution.

32. With the secret directive given to develop a process to ensure that the Chabad be allowed to build on the PROPERTY, CITY staff advanced the issue by composing new definitions for permitted "uses" under the definition of "Places of Public Assembly" as then contained in the CITY'S Code of Ordinances.

33. On May 28, 2008, without the promised report regarding prior Ordinance No. 5014, without any public comment on Ordinance No. 5014, and without any discussion by the CITY'S Council at a public meeting, or hearing, on the issue of "places of worship," the CITY introduced Ordinance No. 5040 which *limited* "places of worship" in a residential district (in other words, the opposite of previously proposed Ordinance No. 5014) and *added* "places of worship" in the City Code definition of "Places of Public Assembly" thus now prohibiting the Chabad from building in the Golden Triangle but allowing the Chabad to be built on the PROPERTY. Ordinance 5040 was tailor-made for the Chabad to benefit.

34. Public hearings on Ordinance No. 5040 were held by the CITY on July 22, 2008, August 26, 2008, September 8, 2008 and finally on September 9, 2008 at which time Ordinance No. 5040 was adopted by the CITY. At no time were the secret

meetings and agreed-upon arrangements between the CITY, the Developer, and the Chabad disclosed to the public, or to these Plaintiffs. Nor was their purpose to reconfigure CITY law by placing new restrictions in residential neighborhoods for houses of worship and expanding "uses" for houses of worship under "places of public assembly" disclosed to the public, or to these Plaintiffs. Further, at no time was it disclosed to the public that the adoption of Ordinance No. 5040 was done for the sole purpose of advancing the religion of the Chabad.

B. The Continuation.

35. After the undisclosed agreement by the CITY for the Chabad to abandon its plans to conduct religious activities in the Golden Triangle and Mizner Park area, the Chabad and the CITY agreed, in private conversations, for construction of the Chabad Building to be located at the PROPERTY.

36. After the Plaintiffs' deprivation of due process and equal protection, and the CITY'S violation of the Plaintiffs' First Amendment rights arising from the undisclosed agreement between the CITY, Chabad, and the Developer, to change the permitted uses of the PROPERTY in September of 2008, it was still necessary for the CITY to continue to engage in conduct in violation of the Establishment Clause. The CITY, to consummate its illegal, secret agreement with the Chabad and the Developer, needed to grant numerous unlawful variances and favorable, intentional and erroneous interpretations of the CITY'S Code in order to finally issue all necessary approvals to allow the construction of the Chabad's religious project. In these acts, the CITY continued to grant the Chabad numerous and special privileges in violation of Plaintiffs' constitutional rights of due process, equal protection, and rights arising under the First Amendment.

37. The continuing conduct of the CITY created ongoing constitutional violations.

38. After obtaining the illegal change of use on the PROPERTY through Ordinance No. 5040, the Chabad filed applications to construct a two-story, 18,364 square foot "place of public assembly", (which now permitted a "place of worship") on the PROPERTY including the Chabad's religious meeting area, religious display areas and parking structure (hereinafter the "Building"). The first floor of the Building was proposed to house a religious services area with seating capacity of 156 people, a chapel, social hall, children's playroom, kitchen and a bookstore/gift shop.

39. The second floor of the Building included additional seating for religious services and administrative offices. Also proposed on the second floor was a 5,967 square foot religious "exhibition area." The Chabad Building application included, a requested variance to increase the height of the Building to 40 feet 8 inches which exceeded the maximum allowable Building height of 30 feet on the PROPERTY.

39a. The Chabad proposed inadequate parking to suit the multiple needs in its application.

39b. While the Chabad introduced a smaller plan into the public process, online it sought to raise funds by outlining a much more ambitious plan to become an attraction entitled "My Israel."

40. CITY mandated parking requirements exceeded the inadequate parking proposed by the Chabad application. A variance for parking and access to the Chabad was granted by the CITY. The Building and improvements of the religious structure now encompassed 95% of the PROPERTY area, far in excess of any other non-religious

Building in a similar B-1 zoning district. (All of the proposed improvements are referred to as the "Project".)

41. Any secular proposal of similar size and impact would not have received the special treatment accorded the Chabad by the CITY. No other religious entity has ever received similar CITY assistance in exceeding established land use laws, Ordinances and regulation in the history of the CITY.

42. Based on the mandate from the CITY'S manager, and recommendations of the CITY staff, the Planning and Zoning Board of the CITY conducted a final public hearing on May 7, 2015 on the application of the Chabad. Based upon the prior undisclosed agreement between the CITY, the Developer and the Chabad, all benefiting the Chabad, and in derogation of Plaintiffs' rights, the Planning and Zoning Board approved the Chabad Building. Such approval was based on the CITY staff pre-determined and directed recommendations in order to give the Chabad religious preferences.

43. At its May 27, 2015 meeting, the CITY Council again, based on the CITY staff recommendations, as directed by the CITY'S manager, approved an increased height of the Building which completed approval of the Chabad application with the CITY'S deviations, variances and knowingly erroneous interpretations of the CITY rules, regulations, laws and ordinances, all conducted to advance the religious purposes of the Chabad.

44. On May 27, 2015, the Chabad approval became final. In granting the final approval of the Chabad Application and to complete the illegal establishment of the religious project:

a. The CITY knowingly and improperly permitted a prohibited use on the PROPERTY;

b. The CITY willingly and knowingly ignored parking deficiencies of the Building;

c. The CITY knowingly approved a Building which exceeded allowable size of the Building;

d. The CITY willfully and knowingly ignored that the Building was out of character of the neighborhood and injurious to residents in the area including these Plaintiffs;

e. The CITY willfully and knowingly allowed deficient parking for the Building; and

f. The CITY willfully and knowingly approved deviations and variances which did not meet legal criteria.

45. At all times, the CITY was aware of the deficiencies of the Project yet granted deviations from the CITY Code, ignored the mandatory standards of the CITY'S Code, authorized an impermissible size and height of the Building and intentionally interpreted the CITY Code in a manner to improperly advance the religious interest of the Chabad.

46. All such acts of the CITY in approving the Chabad Project constituted a continuation of the initial violation by the CITY of the Establishment Clause of the United States Constitution.

COUNT II

EQUAL PROTECTION VIOLATIONS UNDER THE FOURTEENTH AMENDMENT

47. Plaintiffs reallege and incorporate by reference all allegations set forth in paragraphs 1 through 12, inclusive, of this Complaint.

A. The Violation

48. The Fourteenth Amendment, Section 1, of the United States Constitution provides as follows:

"All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the state wherein they reside. No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; not deny to any person within its jurisdiction the equal protection of the laws."

The Fourteenth Amendment incorporates the First Amendment's rights against the CITY through incorporation. Everson v. Board of Education, 330 U.S.1 (1947); Cantwell v. Connecticut, 310 U.S. 296 (1940).

49. The denial of constitutional rights is irreparable injury *per se*.

50. The acts of the CITY were made with a reckless indifference to each Plaintiff's clearly established federal constitutional rights warranting an award of damages together with punitive damages.

51. The clearest command of the Establishment Clause is that one religious denomination cannot be officially preferred over another. Larson v. Valente, 456 U.S. 228, 244, 102 S.Ct. 1673, 1683, 72 L. Ed 2d 33 (1982).

52. On or about 2007, a religious entity known as the Chabad of East Boca Inc. (hereinafter the "Chabad") was engaged, through a member or its members, in a potential acquisition of residential properties in a residential area of the CITY known as the "Golden Triangle".

53. The Chabad intended to assemble such contiguous single-family residences for use of religious purposes, including conducting religious services, operation of a religious school and other functions consistent with the religious beliefs of the Chabad.

54. The Golden Triangle area was, in 2007, zoned for single-family residences and was adjacent to a CITY Community Redevelopment project known as "Mizner Park." Mizner Park consisted of a mixture of high-end retail establishments, restaurants, and residential apartments, and forms a major source of revenue for the CITY.

55. Opposition groups were formed by residents of the Golden Triangle area to voice objections to the CITY'S permitting of the Chabad's religious operations in their Golden Triangle neighborhood. Such opposition acts and conduct were motivated by religious animus.

56. In late 2007, the CITY introduced Ordinance No. 5014 to allow "places of worship" as a permitted use in the Golden Triangle. At this time, the majority of places of worship were then located in single-family zoning districts. Ordinance No. 5014 would have allowed the Chabad to conduct its full program of its religious activities in the Golden Triangle neighborhood, subject to additional parking requirements imposed by the CITY.

57. The public outcry at public hearings, in the media, and in direct private conversation with elected officials of the CITY and the Golden Triangle opposition was extremely contentious in that the Golden Triangle residents wanted to completely prohibit all Chabad operations in their neighborhood.

58. Further, the CITY was also concerned with the impact of the Chabad being in close proximity to the CITY'S Mizner Park project which was the scene of numerous public concerts and events and which was a venue where residents and patrons would stroll the sidewalks of Mizner Park, frequent outdoor dining and retail establishments.

59. The conflict existing between the Golden Triangle community, the Chabad and the City was the focus of much publicity and led to secret, internal and nonpublic discussions and agreements between the CITY, the Chabad, representatives and attorneys for the Golden Triangle residents and a local developer (the "Developer") who was the owner of real Property located at 770 Palmetto Park Road ("the PROPERTY"). The PROPERTY, at that time, was zoned B-1 which permitted a "place of public assembly" but did not permit a "place of worship" such as the Chabad.

60. In January 2008, the CITY, through its City Council, based upon the public opposition to Ordinance No. 5014, voluntarily stayed consideration of Ordinance No. 5014. On March 25, 2008, the CITY'S manager stated at a public meeting of the CITY'S Council that CITY staff was "working" on the issue of "places of worship" and that a report by the CITY'S staff would be brought to the CITY'S Council in May or June 2008. Such actions were to advance the illegal agreements between the Chabad, the Developer and the CITY in violation of the equal protection rights of the Plaintiffs.

61. On or about the same time as the CITY decided to shelve Ordinance No. 5014, the Chabad was engaged in discussion with the Developer which discussions related to the construction of the Chabad Project on the PROPERTY.

62. In a political attempt to placate the residents of the Golden Triangle, to alleviate concerns of the CITY of negative impact of the Chabad on Mizner Park, to

financially benefit the Developer of the PROPERTY and to unconstitutionally advance and create a special privilege for the religion of the Chabad, the CITY, through its Manager, without regard to the equal protection rights of Plaintiffs, initiated a change of the Code of the CITY. The CITY, through its Manager, directed its Planning and Zoning Staff (a/k/a the Development Services staff) to prepare necessary reports and recommendations necessary to adopt an Ordinance changing the permitted uses in the B-1 zoning classification to include "places of worship." The change of use mandated to the CITY staff was for the sole purpose to allow construction of the Chabad on the PROPERTY and to advance the religion of the Chabad in complete and express violation of the equal protection rights of Plaintiffs as set forth in the Fourteenth Amendment of the United States Constitution.

63. With the directive given to develop a process to assure the Chabad be allowed to build on the PROPERTY, CITY staff without public notice, redefined uses under the definition of "Places of Public Assembly" contained in the CITY'S Code of Ordinances without regard to the equal protection rights of Plaintiffs.

64. On May 28, 2008, without the promised report regarding Ordinance No. 5014, and without any public comment on Ordinance No. 5014, and without any discussion by the CITY'S Council on the issue of "places of worship" at any public meeting, or hearing, the CITY introduced a new Ordinance No. 5040 limiting "places of worship" in a residential district (in other words, the opposite of previously proposed Ordinance No. 5014) and including "places of worship" in the definition of "Places of Public Assembly" thus now allowing the Chabad to be built on the PROPERTY all in accord with the prior undisclosed agreement between the CITY, the Developer and the Chabad.

65. Public hearings were held by the CITY on July 22, 2008, August 26, 2008, September 8, 2008 and September 9, 2008 when Ordinance No. 5040 was adopted by the CITY. At no time were the secret meetings and back room agreements between the CITY, the Developer, and the Chabad disclosed to the public, or to these Plaintiffs all in violation of Plaintiffs' equal protection rights.

B. The Continuation

66. After the undisclosed agreement by the CITY and the Chabad and the Developer for the Chabad to abandon its plans to conduct religious activities in the Golden Triangle and Mizner Park area, the Chabad and the CITY agreed, in private conversations, for the construction of the Chabad to be located at the PROPERTY.

67. After the Plaintiffs' deprivation of due process and equal protection, and the CITY'S violation of the Plaintiffs' First Amendment rights arising from the undisclosed agreement between the CITY, Chabad, and the Developer, to change the permitted uses of the PROPERTY in September of 2008, it was still necessary for the CITY to continue to engage in conduct in violation of the Establishment Clause and Plaintiffs' constitutional rights by granting numerous unlawful variances and favorable intentional and erroneous interpretations of the CITY'S Code in order to finally issue the necessary approvals to allow the previously agreed upon construction of the Chabad's religious project. The CITY continued to grant the Chabad numerous and special privileges in violation of Plaintiffs' constitutional rights of due process, equal protection, and rights arising under the First Amendment.

68. The continuing conduct of the CITY created ongoing constitutional violations. The PROPERTY was a small vacant piece of land consisting of only 0.81 acres of developable PROPERTY. The surrounding area of the PROPERTY consisted

of small commercial structures averaging less than 20 feet in height and neighborhoods zoned for single-family residences adjacent to the PROPERTY.

69. After obtaining the illegal change of use on the PROPERTY, the Chabad filed applications to construct a two-story, 18,364 square foot "place of public assembly", (which now permitted a "place of worship") including the Chabad's religious meeting area, religious display areas and parking structure on the PROPERTY (hereinafter the "Building"). The first floor of the Building was proposed to house a religious services area with seating capacity of 156 people, a chapel, social hall, children's playroom, kitchen and a bookstore/gift shop.

70. The second floor of the Building included additional seating for religious services and administrative offices. Also proposed on the second floor was a 5,967 square foot religious exhibition area. The Chabad Building application included, a requested variance to increase the height of the Building to 40 feet 8 inches which exceeded the maximum allowable Building height of 30 feet on the PROPERTY.

71. CITY mandated parking requirements exceeded the parking proposed by the Chabad application. A variance for parking and access to the Chabad was granted by the CITY. The Building and improvements of the religious structure now encompassed 95% of the PROPERTY area, far in excess of any other non-religious Building in a similar B-1 zoning district. (All of the proposed improvements hereinafter are the "Project".)

72. Any secular proposal of similar size and impact would not have received the special treatment accorded the Chabad Project by the CITY. No other religious proposal has ever received similar CITY assistance in exceeding established land use laws, ordinances and procedures in the CITY.

73. Based on the mandate from the CITY'S manager, and predetermined recommendations of the CITY staff, the Planning and Zoning Board of the CITY conducted a final public hearing on May 7, 2015 on the application of the Chabad. Based upon the prior undisclosed agreement between the CITY, and the Chabad, all benefiting the Chabad, and in derogation of Plaintiffs' rights, the Planning and Zoning Board approved the Chabad Project. Such approval was based on the CITY staff predetermined and directed recommendations in order to give the Chabad religious preferences.

74. At its May 27, 2015 meeting, the CITY Council again, based on the CITY staff recommendations, as directed by the CITY'S manager, approved an increased height of the Building which finally approved the Chabad application with all requested deviations, variances and knowingly erroneous interpretations of the CITY rules, regulations, laws and ordinances, all to advance the religious purposes of the Chabad.

75. On May 27, 2015, the Chabad application became final. However, in granting the final approval of the Chabad application and to complete the illegal establishment of the religious Project:

- a. The CITY knowingly and improperly permitted a prohibited use on the PROPERTY;
- b. The CITY willingly and knowingly ignored parking deficiencies of the Building;
- c. The CITY knowingly approved a Building which exceeded allowable size of the Building;

d. The CITY willfully and knowingly ignored that the Building was out of character of the neighborhood and injurious to residents in the area including these Plaintiffs;

e. The CITY willfully and knowingly allowed deficient parking for the Building; and

f. The CITY willfully and knowingly approved deviations and variances which did not meet established legal criteria.

76. At all times, the CITY was aware of the deficiencies of the proposed Chabad Project yet granted deviations from the CITY Code, ignored the mandatory standards of the CITY'S Code, authorized an impermissible size and height of the Building and intentionally interpreted the CITY Code in a manner to advance the religious interest of the Chabad.

77. Approval of the Chabad Project by the CITY'S Planning and Zoning Board and CITY'S Council, constituted a continuation of the initial violation by the CITY of the equal protection rights provided by the Constitution of the United States.

78. The CITY'S secret deal with the Chabad to propose and enact land use laws to benefit the Chabad and the Golden Triangle neighbors, violates the Plaintiffs' rights to equal treatment and neutrality by the government based on religion and community citizenship.

COUNT III

DUE PROCESS VIOLATIONS UNDER THE FOURTEENTH AMENDMENT

79. Plaintiffs reallege and incorporate by reference all allegations set forth in paragraphs 1 through 12, inclusive, of this Complaint.

A. The Violation

80. The Fourteenth Amendment, Section 1, of the United States Constitution provides as follows:

"All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the state wherein they reside. No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; not deny to any person within its jurisdiction the equal protection of the laws."

The Fourteenth Amendment incorporates the First Amendment's rights against the CITY through incorporation. Everson v. Board of Education, 330 U.S.1 (1947); Cantwell v. Connecticut, 310 U.S. 296 (1940).

81. The denial of constitutional rights is irreparable injury *per se*.

82. The acts of the CITY were made with a reckless indifference to each Plaintiff's clearly established federal constitutional rights warranting an award of punitive damages.

83. "The clearest command of the Establishment Clause is that one religious denomination cannot be officially preferred over another." Larson v. Valente, 456 U.S. 228, 244, 102 S.Ct. 1673, 1683, 72 L. Ed 2d 33 (1982).

84. On or about 2007, a religious entity known as the Chabad of East Boca Inc. (hereinafter the "Chabad") was engaged, through a member or its members, in a potential acquisition of residential properties in a residential area of the CITY known as the "Golden Triangle".

85. The Chabad intended to assemble such contiguous single-family residences for use of religious purposes, including conducting religious services,

operation of a religious school and other functions consistent with the religious beliefs of the Chabad.

86. The Golden Triangle area was, in 2007, zoned for single-family residences and was adjacent to a CITY Community Redevelopment project known as "Mizner Park". Mizner Park consisted of a mixture of high-end retail establishments, restaurants, and residential apartments, and forms a major source of revenue for the CITY.

87. Opposition groups were formed by residents of the Golden Triangle area to voice objections to the CITY'S permitting of the Chabad's religious operations in their Golden Triangle neighborhood. Such opposition acts and conduct were motivated by religious animus.

88. In late 2007, the CITY introduced Ordinance No. 5014 to allow "places of worship" as a permitted use in the Golden Triangle. At this time, the majority of places of worship were then located in single-family zoning districts. Ordinance No. 5014 would have allowed the Chabad to introduce its full program of its activities into the Golden Triangle neighborhood, through additional parking requirements.

89. The public input at public hearings, in the media, and in direct private conversation with elected officials of the CITY and the Golden Triangle opposition was extremely contentious in that the Golden Triangle residents wanted to completely prohibit all Chabad operations in their neighborhood.

90. Further, the CITY was also concerned with the negative impact of the proposed location of the Chabad being in close proximity to the CITY'S Mizner Park project which was the scene of numerous public concerts and events and which was a

venue where residents and patrons would stroll the sidewalks of Mizner Park, frequent outdoor dining and retail establishments.

91. The conflict existing between the Golden Triangle community, the Chabad and the City was the focus of much publicity and led to secret, internal and nonpublic discussions and agreements between the CITY, the Chabad, representatives and attorneys for the Golden Triangle residents, and a local developer (the "Developer") who was the owner of real Property located at 770 Palmetto Park Road ("the PROPERTY"). The PROPERTY, at that time, was zoned B-1 which permitted a "place of public assembly" but did not permit a "place of worship" such as the Chabad.

92. In January 2008, the CITY through its City Council, based upon the public opposition to Ordinance No. 5014, declined to proceed with consideration of Ordinance No. 5014. On March 25, 2008, the CITY'S manager stated at a public meeting of the CITY'S Council that CITY staff was "working" on the issue of "places of worship" and that a report by the CITY'S staff would be brought to the CITY'S Council in May or June 2008. Such actions were to advance the illegal agreements between the Chabad, the Developer and the CITY in violation of the due process rights of the Plaintiffs.

93. On or about the same time as the CITY agreed to shelve Ordinance No. 5014, the Chabad was engaged in discussion with the Developer owner of the PROPERTY which discussions related to construction of the Chabad on the PROPERTY.

94. In a political attempt to placate the residents of the Golden Triangle, to alleviate concerns of the CITY of negative impact of the Chabad on Mizner Park, to financially benefit the Developer of the PROPERTY and to unconstitutionally advance and create a special privilege for the religion of the Chabad, the CITY, through its

Manager, without regard to the due process rights of Plaintiffs, initiated a change of the Code of the CITY. The CITY, through its Manager, directed its Planning and Zoning Staff (a/k/a the Development Services staff) to prepare necessary reports and recommendations necessary to adopt an Ordinance changing the permitted uses in the B-1 zoning classification to include "places of worship." The change of use mandated to the CITY staff was for the sole purpose to allow construction of the Chabad on the PROPERTY and to advance the religion of the Chabad in complete and express violation of the due process rights of Plaintiffs as set forth in the Fourteenth Amendment of the United States Constitution.

95. With the directive given to develop a process to assure the Chabad be allowed to build on the PROPERTY, CITY staff without public notice, redefined uses under the definition of "Places of Public Assembly" contained in the CITY'S Code of Ordinances without regard to the due process rights of Plaintiffs.

96. On May 28, 2008, without the promised report regarding Ordinance No. 5014, and without any public comment on Ordinance No. 5014, and without any discussion by the CITY'S Council on the issue of "places of worship" at any public meeting, or hearing, the CITY introduced a new Ordinance No. 5040 limiting "places of worship" in a residential district (in other words, the opposite of previously proposed Ordinance No. 5014) and including "places of worship" in the definition of "Places of Public Assembly" thus now allowing the Chabad to be built on the PROPERTY all in accord with the prior undisclosed agreement between the CITY, the Developer and the Chabad.

97. Public hearings were held by the CITY on July 22, 2008, August 26, 2008, September 8, 2008 and September 9, 2008 when Ordinance No. 5040 was adopted by

the CITY. At no time were the secret meetings and back room agreements between the CITY, the Developer, and the Chabad disclosed to the public, or to these Plaintiffs all in violation of Plaintiffs' due process rights.

B. The Continuation

98. After the undisclosed agreement between the CITY and the Chabad and the Developer for the Chabad to abandon its plans to conduct religious activities in the Golden Triangle and Mizner Park area, the Chabad and the CITY agreed, in private conversations, for the construction of the Chabad to be located at the PROPERTY.

99. After the Plaintiffs' deprivation of due process and equal protection, and the CITY'S violation of the Plaintiffs' First Amendment rights arising from the undisclosed agreement between the CITY, Chabad, and the Developer, to change the permitted uses of the PROPERTY in September of 2008, it was still necessary for the CITY to continue to engage in conduct in violation of the Establishment Clause and Plaintiffs' constitutional rights by granting numerous unlawful variances and favorable intentional and erroneous interpretations of the CITY'S Code in order to finally issue the necessary approvals to allow the previously agreed upon construction of the Chabad's religious project. The CITY continued to grant the Chabad numerous and special privileges in violation of Plaintiffs' constitutional rights of due process, equal protection, and rights arising under the Fourteenth Amendment.

100. The continuing conduct of the CITY created ongoing constitutional violations. The PROPERTY was a small vacant piece of land consisting of only 0.81 acres of developable PROPERTY. The surrounding area of the PROPERTY consisted of small commercial structures averaging less than 20 feet in height and neighborhoods zoned for single-family residences adjacent to the PROPERTY.

101. After obtaining the illegal change of use on the PROPERTY, the Chabad filed applications to construct a two-story, 18,364 square foot "place of public assembly" (which now permitted a "place of worship"), including the Chabad's religious meeting area, religious display areas and parking structure on the PROPERTY (hereinafter the "Building"). The first floor of the Building was proposed to house a religious services area with seating capacity of 156 people, a chapel, social hall, children's playroom, kitchen and a bookstore/gift shop.

102. The second floor of the Building included additional seating for religious services and administrative offices. Also proposed on the second floor was a 5,967 square foot religious exhibition area. The Chabad Building application included, a requested variance to increase the height of the Building to 40 feet 8 inches which exceeded the maximum allowable Building height of 30 feet on the PROPERTY.

103. CITY mandated parking requirements exceeded the parking proposed by the Chabad application. A variance for parking and access to the Chabad was granted by the CITY. The Building and improvements of the religious structure now encompassed 95% of the PROPERTY area, far in excess of any other non-religious Building in a similar B-1 zoning district. (All of the proposed improvements hereinafter are the "Project".)

104. Any secular proposal similarly situated, of similar size and impact would not have received the special treatment accorded the Chabad by the CITY. No other religious proposal has ever received similar CITY assistance in exceeding established land use laws, and procedures in the CITY.

105. Based on the mandate from the CITY'S manager, and predetermined recommendations of the CITY staff, the Planning and Zoning Board of the CITY

conducted a final public hearing on May 7, 2015 on the application of the Chabad. Based upon the prior undisclosed agreement between the CITY and the Chabad, all benefiting the Chabad, and in derogation of Plaintiffs' rights, the Planning and Zoning Board approved the Chabad Project. Such approval was based on the CITY staff pre-determined and directed recommendations in order to give the Chabad religious preferences.

106. At its May 27, 2015 meeting, the CITY Council again, based on the CITY staff recommendations, as directed by the CITY'S manager, approved an increased height of the Building which finally approved the Chabad application with all requested deviations, variances and knowingly erroneous interpretations of the CITY rules, regulations, laws and ordinances, all to advance the religious purposes of the Chabad.

107. On May 27, 2015, the Chabad application became final. However, in granting the final approval of the Chabad application and to complete the illegal establishment of the religious Project:

- a. The CITY knowingly and improperly permitted a prohibited use on the PROPERTY;
- b. The CITY willingly and knowingly ignored parking deficiencies of the Building;
- c. The CITY knowingly approved a Building which exceeded allowable size of the Building;
- d. The CITY willfully and knowingly ignored that the Building was out of character of the neighborhood and injurious to residents in the area including these Plaintiffs;

e. The CITY willfully and knowingly allowed deficient parking for the Building; and

f. The CITY willfully and knowingly approved deviations and variances which did not meet legal criteria.

108. At all times, the CITY was aware of the deficiencies of the proposed Chabad Project yet granted deviations from the CITY Code, ignored the mandatory standards of the CITY'S Code, authorized an impermissible size and height of the Building and intentionally interpreted the CITY Code in a manner to advance the religious interest of the Chabad.

109. Approval of the Chabad Project by the CITY'S Planning and Zoning Board and CITY'S Council, constituted a continuation of the initial violation by the CITY of the due process rights of the Plaintiff provided by the Constitution of the United States.

110. The CITY has rules and procedures that are supposed to be utilized in order to protect the interest of all of its residents.

111. These rules exist to comply with the requirements of the Fourteenth Amendment's requirements of due process.

112. Through its secret deal with the Chabad and the Developer of the PROPERTY, the CITY did not comply with its own rules and law to comply with the Plaintiffs due process rights.

113. As a direct and proximate result of the CITY'S actions, the Fifth and Fourteenth Amendment procedural due process rights of the Plaintiffs were violated.

114. As a direct and proximate result of the CITY'S actions, the Plaintiffs' Fourteenth Amendment due process rights and protected liberty interests were violated.

COUNT IV

VIOLATION OF FLORIDA CONSTITUTION

115. Plaintiffs reallege and incorporate by reference all allegations set forth in paragraphs 1 through 12, inclusive, of this Complaint.

116. Fla. Const. Art. I §3, "Religious Freedom" reads as follows:

"There shall be no law respecting the establishment of religion or prohibiting or penalizing the free exercise thereof. Religious freedom shall not justify practices inconsistent with public morals, peace or safety. No revenue of the state or any political subdivision or agency thereof shall ever be taken from the public treasury directly or indirectly in aid of any church, sect, or religious denomination or in aid of any sectarian institution."

117. Article I §3 mirrors the Federal constitution. However, Article I §3 adds a fourth limitation which holds that the CITY must not authorize the use of public moneys directly or indirectly in aid of a religious denomination such as the Chabad.

118. On or about 2007, a religious entity identified as the Chabad of East Boca Inc. (hereinafter the "Chabad") was engaged, through a member or its members, in a potential acquisition of residential properties in residential area of the CITY known as the "Golden Triangle".

119. The Chabad intended to assemble such contiguous single-family residences for use of religious purposes, including conducting religious services, operation of a religious school and other functions consistent with the religious beliefs of the Chabad.

120. The Golden Triangle area was, in 2007, zoned for single-family residences and was adjacent to a CITY Community Redevelopment project known as "Mizner Park". Mizner Park consisted of a mixture of high-end retail establishments, restaurants, and residential apartments, and forms a major source of revenue for the CITY.

121. In late 2007, the CITY introduced Ordinance No. 5014 to allow "places of worship" as a permitted use in a single-family zoning district such as the Golden Triangle. At this time, the majority of places of worship were then located in single-family zoning districts. Ordinance No. 5014 would have paved the way for the Chabad to introduce its full program of its religious activities into the Golden Triangle neighborhood, subject to additional parking requirements.

122. The public input at hearings, in the media, and in direct private conversation with elected officials of the CITY and the Golden Triangle opposition groups was extremely contentious in that the Golden Triangle residents wanted to completely prohibit any and all Chabad operations in their neighborhood.

123. The CITY was also concerned with the impact of the Chabad being in close proximity to the CITY'S Mizner Park project which was the venue of numerous public concerts and events and which was an attraction where the general public would stroll the sidewalks of Mizner Park, frequent outdoor dining and retail establishments.

124. The conflict which now existed between the Golden Triangle community, the Chabad and the City was the focus of much publicity and led to internal and secret nonpublic discussions between the CITY, the Chabad, representatives and attorneys for the Golden Triangle residents and a local developer (hereinafter the "Developer") who was the owner of real Property located at 770 Palmetto Park Road ("the PROPERTY"). The PROPERTY, at that time, was zoned B-1 which permitted construction of a "place of public assembly" but did not permit construction of a "place of worship" such as the Chabad.

125. In January 2008, the CITY through its City Council, based upon public opposition to Ordinance No. 5014, and despite being advised that local and Federal law

justified such Ordinance, declined to proceed with consideration of the previously introduced Ordinance No. 5014. On March 25, 2008, the CITY'S manager stated at a public meeting of the CITY'S Council that CITY staff was "working" on the issue of "places of worship" and that a report by the CITY'S staff would be brought to the CITY'S Council in May or June 2008.

126. On or about the same time as the CITY decided to defer action on Ordinance No. 5014, the Chabad was engaged in discussion with the Developer which discussions concerned the construction of the Chabad on the PROPERTY. At this time, however, the Chabad, the Developer and the CITY were aware that the Chabad could not be constructed on the PROPERTY due to existing zoning which prohibited "places of worship".

127. In a political act to placate and appease the residents of the Golden Triangle, to alleviate concerns of the CITY of impact of the Chabad on Mizner Park, to financially benefit the Developer of the PROPERTY and to unconstitutionally advance and create a special privilege for the religion of the Chabad, the CITY, through its Manager, without regard to the constitutional rights of Plaintiffs, initiated a change of the Code of the CITY. The CITY, through its Manager, directed its Planning and Zoning staff (a/k/a the Development Services staff) to perform all work necessary, including staff reports and staff recommendation to change by Ordinance the permitted use of the PROPERTY to include "places of worship." This change of permitted use, mandated to the CITY staff, was for the sole purpose to allow construction of the Chabad on the PROPERTY in complete and express violation of the prohibition of advancing, endorsing or promoting of religion as set forth in the First Amendment of the United States Constitution.

128. With the directive given to develop a process to insure the Chabad be allowed to build on the PROPERTY, CITY staff now advanced the issue by redefining uses under the definition of "Places of Public Assembly" as then contained in the CITY'S Code of Ordinances.

129. On May 28, 2008, without the promised report regarding prior Ordinance No. 5014, without any public comment on Ordinance No. 5014, and without any discussion by the CITY'S Council at a public meeting, or hearing, on the issue of "places of worship" the CITY introduced Ordinance No. 5040 which limited "places of worship" in a residential district (in other words, the opposite of previously proposed Ordinance No. 5014) and now including "places of worship" in the definition of "Places of Public Assembly" thus now allowing the Chabad to be built on the PROPERTY.

130. Public hearings on Ordinance No. 5040 were held by the CITY on July 22, 2008, August 26, 2008, September 8, 2008 and finally on September 9, 2008 at which time Ordinance No. 5040 was adopted by the CITY. At no time were the meetings and agreed upon arrangement between the CITY, the Developer, and the Chabad to change the uses permitted under "places of public assembly" disclosed to the public, or to these Plaintiffs.

B. The Continuation.

131. After the undisclosed agreement by the CITY for the Chabad to abandon its plans to conduct religious activities in the Golden Triangle and Mizner Park area, the Chabad and the CITY agreed, in private conversations, for the construction of the Chabad to be located at the PROPERTY.

132. After the Plaintiffs' deprivation of due process and equal protection, and the CITY'S violation of the Plaintiffs' First Amendment rights arising from the

undisclosed agreement between the CITY, Chabad, and the Developer, to change the permitted uses of the PROPERTY in September of 2008, it was still necessary for the CITY to continue to expend staff labor and tax revenues and engage in conduct in violation of the Establishment Clause. The CITY to illegally advance the religious interest of the Chabad still needed to grant numerous unlawful variances and favorable, intentional and erroneous interpretations of the CITY'S Code in order to finally issue all necessary approvals to allow the previously agreed upon construction of the Chabad's religious project. In these acts, the CITY expended significant revenues in order to grant the Chabad numerous and special privileges in violation of Plaintiffs' constitutional rights of due process, equal protection, and rights arising under the First Amendment and the Florida Constitution.

133. After obtaining the illegal change of use on the PROPERTY through Ordinance No. 5040, the Chabad filed applications to construct a two-story, 18,364 square foot "place of public assembly", (which now permitted a "place of worship") on the PROPERTY including the Chabad's religious meeting area, religious display areas and parking structure (hereinafter the "Building"). The first floor of the Building was proposed to house a religious services area with seating capacity of 156 people, a chapel, social hall, children's playroom, kitchen and a bookstore/gift shop.

134. The second floor of the Building included additional seating for religious services and administrative offices. Also proposed on the second floor was a 5,967 square foot religious exhibition area. The Chabad Building application included, a requested variance to increase the height of the Building to 40 feet 8 inches which exceeded the maximum allowable Building height of 30 feet on the PROPERTY.

135. CITY mandated parking requirements exceeded the parking proposed by the Chabad application. A variance for parking and access to the Chabad was granted by the CITY. The Building and improvements of the religious structure now encompassed 95% of the PROPERTY area, far in excess of any other non-religious Building in a similar B-1 zoning district.

136. Any secular proposal similarly situated and of similar size and impact would not have received the special treatment accorded the Chabad by the CITY. No other religious proposal has ever received similar CITY assistance in exceeding established land use laws, Ordinances and procedures in the CITY.

137. Based on the mandate from the CITY'S manager, and recommendations of the CITY staff, the Planning and Zoning Board of the CITY conducted a final public hearing on May 7, 2015 on the application of the Chabad. Based upon the prior undisclosed agreement between the CITY, the Developer and the Chabad, all benefiting the Chabad, and in derogation of Plaintiffs' rights, the Planning and Zoning Board approved the Chabad Building. Such approval was based on the CITY staff pre-determined and directed recommendations in order to give the Chabad religious preferences.

138. At its May 27, 2015 meeting, the CITY Council again, based on the CITY staff recommendations, as directed by the CITY'S manager, approved an increased height of the Building which finally approved the Chabad application with all requested deviations, variances and knowingly erroneous interpretations of the CITY rules, regulations, laws and ordinances, all to advance the religious purposes of the Chabad.

139. On May 27, 2015, the Chabad approval became final. However, in granting the final approval of the Chabad Application and to complete the illegal establishment of the religious project:

- a. The CITY knowingly and improperly permitted a prohibited use on the PROPERTY;
- b. The CITY willingly and knowingly ignored parking deficiencies of the Building;
- c. The CITY knowingly approved a Building which exceeded allowable size of the Building;
- d. The CITY willfully and knowingly ignored that the Building was out of character of the neighborhood and injurious to residents in the area including these Plaintiffs;
- e. The CITY willfully and knowingly allowed deficient parking for the Building; and
- f. The CITY willfully and knowingly approved deviations and variances which did not meet legal criteria.

140. At all times, the CITY was aware of the deficiencies of the Building yet granted deviations from the CITY Code, ignored the mandatory standards of the CITY'S Code, authorized an impermissible size and height of the Building and intentionally interpreted the CITY Code in a manner to advance the religious interest of the Chabad.

141. All of the acts of the CITY'S staff to issue reports, recommendations, studies and approvals required and resulted in the expenditure of CITY revenues to aid the Chabad.

142. Article I, §3 of the Constitution of the State of Florida, provides in pertinent part:

"No revenue of the state or any political subdivision or agency thereof shall ever be taken from the public treasury directly or indirectly in aid of any church, sect, or religious denomination or in aid of any sectarian institution."

143. The conduct of the City of Boca Raton, in advancing and establishing religion, violates the letter and spirit of the Constitution of the State of Florida in that all actions by the staff of the CITY in aiding the Chabad involved extensive expenditure of labor of employees of the CITY who were compensated by tax revenues of the CITY and constitute an unconstitutional use of CITY revenues.

RELIEF REQUESTED

WHEREFORE, the Plaintiffs respectfully request that:

- A. This Court assume jurisdiction of this cause.
- B. This Court make a Final Declaration that the acts of the Defendant violated the First Amendment to the Constitution of the United States.
- C. This Court make a Final Declaration that the acts and conduct of the Defendant violated the Due Process and Equal Protection rights of Plaintiffs.
- D. This Court make a Final Declaration that the Defendant violated Article I, §3 of the Florida Constitution.
- E. This Court grant Preliminary and Permanent Injunctive relief against the Defendant enjoining development of the PROPERTY.
- F. This Court award Plaintiffs their costs and attorneys' fees pursuant to 42 U.S.C. §1983.
- G. This Court award compensatory and punitive damages for the deliberate and contumacious continuing establishment of religion in violation of Plaintiffs'

right to be free from unwanted and unwarranted imposition of religion by the Defendant; and

H. This Court grant such other and further relief as this Court may deem just and proper.

Plaintiffs, GERALD GAGLIARDI and KATHLEEN MACDOUGALL,
hereby demand a trial by jury on all issues.

[SIGNATURES ARE ON FOLLOWING PAGE]

BY:

Gerald Gagliardi
GERALD GAGLIARDI

By:

Kathleen MacDougall
KATHLEEN MACDOUGALL

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared on this day, **GERALD GAGLIARDI** who, states that he executed the foregoing instrument and that the facts contained therein are true and correct to the best of his knowledge and belief who is (✓) Personally Known or () Produced Identification _____.

Sworn to and subscribed before me on this 4th day of February 2016.

My Commission Expires:



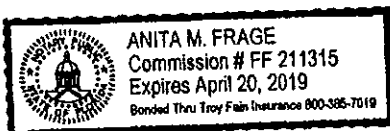
Anita M. Frage
NOTARY PUBLIC, State of Florida
Anita M. Frage
(Print, Type, or Stamp Commissioned
Name of Notary Public)

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared on this day, **KATHLEEN MACDOUGALL** who, states that she executed the foregoing instrument and that the facts contained therein are true and correct to the best of her knowledge and belief who is (✓) Personally Known or () Produced Identification _____.

Sworn to and subscribed before me on this 4th day of February 2016.

My Commission Expires:



Anita M. Frage
NOTARY PUBLIC, State of Florida
Anita M. Frage
(Print, Type, or Stamp Commissioned
Name of Notary Public)

Gerald Gagliardi and
Kathleen MacDougall vs.
The City of Boca Raton, Florida

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