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REPLY TO FLORIDA

April 24, 2025

Via Email Only:

J. Keith Williams, Executive Director
Miss Florida Scholarship Program, Inc.
2401 Carolina Avenue
Lakeland, FL 33803
keith@missflorida.org

Elizabeth Reese, General Counsel
Miss America IP, Inc., DBA
11924 Forest Hill Blvd., Suite 10A, #176,
Wellington, Florida 33414
info@missamerica.org

Re: 2025 Miss North Florida – Kayleigh Bush

Dear Mr. Williams and Ms. Reese:

Liberty Counsel is a national non-profit litigation, education, and public policy organization with an emphasis on First Amendment liberties, and a particular focus on the sanctity of human life, religious freedom and the family. We write on behalf of Kayleigh Bush seeking to reopen communications between Kayleigh; the Miss Florida Scholarship Program, Inc. (“MFSP” or “Miss Florida, Inc.”¹); and Miss America IP, Inc (d/b/a the Miss America Organization) (“MAO” or “Miss America, Inc.”), regarding the current status of Kayleigh’s title “Miss North Florida,” which has been rescinded.

Liberty Counsel respectfully requests that Miss Florida, Inc. (and MAO as necessary) restore to Kayleigh the title “Miss North Florida;” approve the attached “Delegate Agreement” (“Agreement” or “Contract”) as amended by Liberty Counsel; sign the Agreement, as amended; and return it for Kayleigh’s signature, along with other actions set forth below. Kayleigh hopes to have a continued good relationship with Miss Florida, Inc. and with MAO, going forward.

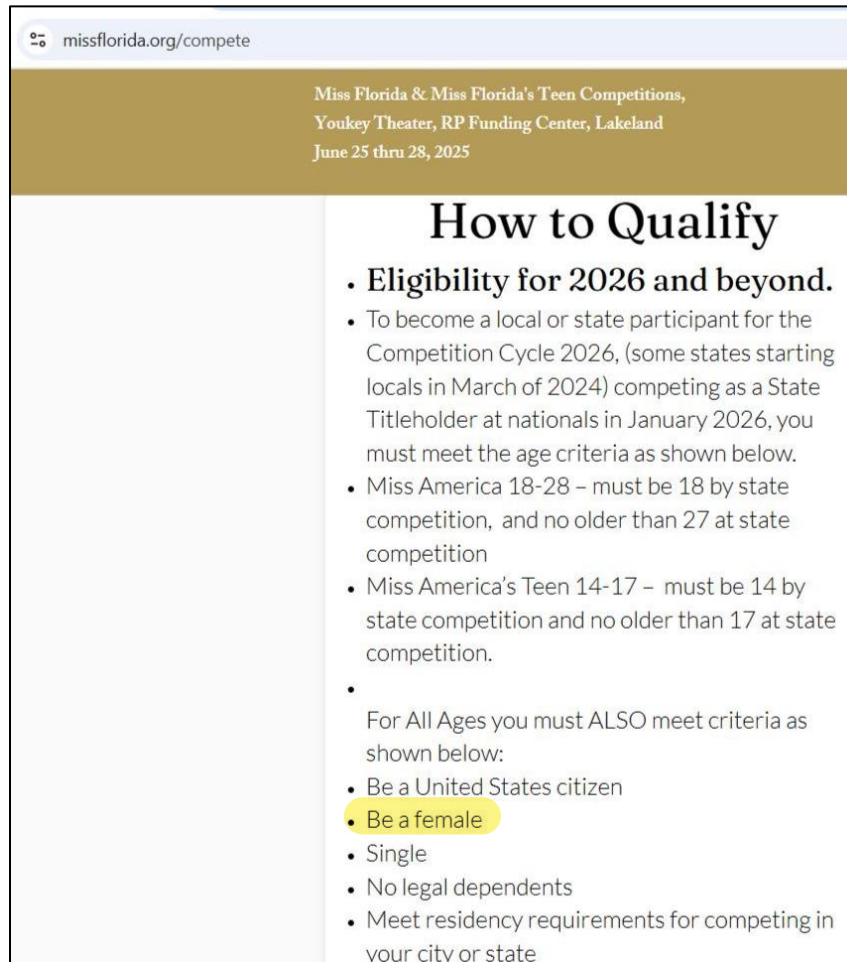
For that relationship to be restored, the specified Contract language incentivizing child abuse in violation of Florida law must also be removed. As it stands, all “Miss” and “Miss Teen” contestants start out as minors, with the latter remaining minors between the ages of 14 and 18 for “Miss Teen” eligibility under the Contract for competition. The specified Contract provision incentivizes the castration of minor boys. Thus, Kayleigh could not sign the Contract, and Miss Florida, Inc.’s demand that Kayleigh sign with this provision violates not only Kayleigh’s beliefs, but also Florida law and public policy.

Time is of the essence to an amicable resolution in this matter, as the Miss Florida & Miss Florida’s Teen Competition is scheduled for June 25-28, 2025. Please affirmatively respond to Liberty Counsel’s requests by May 9, 2025, or Liberty Counsel will take additional action.

¹ <https://www.missflorida.org/>

BACKGROUND

When Kayleigh first started seeking the title “Miss North Florida,” nothing in the public-facing representations of Miss Florida, Inc. a) defined the “Female” sex to include males; b) indicated that the organization would allow males to compete for the title; or c) even hinted that Female contestants like Kayleigh would be required to agree to compete against castrated males, including male minors. Indeed, Miss Florida, Inc.’s website “How to Qualify” stated in relevant part only that a candidate must **“Be a female.”**



In reliance upon these representations, Kayleigh prepared to compete starting in early 2024. She began coaching sessions; took dance choreography lessons; purchased a formal gown and custom-made patriotic wear; and obtained a pageant headshot photograph. Kayleigh fulfilled each eligibility requirement.

On August 3, 2024, Kayleigh and other young women from across the State of Florida competed in the Miss Freedom USA Pageant,² which operates under MAO’s terms of “fair & festival.” Kayleigh won the Miss Freedom USA Pageant, a preliminary qualifier to the Miss Florida Pageant. Miss Florida, Inc. awarded Kayleigh the title “Miss North Florida” based on her selection at the Miss Freedom USA Pageant and crowned her that same day.

² www.missfreedomusa.com

After Miss Florida, Inc. publicly awarded Kayleigh the title, on September 1, 2024, Kayleigh went to Jacksonville, in person, to do the photoshoot, pick up her sash, and sign the Contract. She was presented with the MAO Contract having the control number MAHQ08-22-2024RB. See attached. This Contract contained definitional language for “Female” that implicated Kayleigh’s beliefs and raised serious concerns for Kayleigh about the safety of minor boys.

Kayleigh was shocked by the Contract terms including castrated minor boys within its definition of “Female,” and did not sign the Contract on September 1. A conference call was held between Kayleigh, State Director Keith Williams, Assistant Director Amy Calloway, and three mothers of newly titled MAO delegates.

On October 30, 2024, a video teleconference call was held between Miss Florida, Inc. and Miss Freedom Directors. Thereafter, Miss Florida, Inc. sent Kayleigh a final demand that Kayleigh sign the Contract with the language falsely defining “Female” as a castrated male.

After Kayleigh had made several appeals, Miss Florida, Inc. remained immovable. When Kayleigh did not sign the revised Contract, Miss Florida, Inc. rescinded Kayleigh’s title in November 2024. But, Miss Florida, Inc. has continued to recognize Kayleigh as Miss North Florida on both Instagram³ and Facebook.⁴ A new “Miss North Florida” has not been selected. See <https://www.missflorida.org/our-candidates>.

CONTRACT TERMS

As an initial observation, the Contract contains a provision prohibiting the Delegate Applicant from providing false information (Section 5.5), but there is no such corresponding provision applicable to MAO or its franchisee.

Contract Section 2.3.3, “**Eligibility by Age**” states that the “eligible age range for any Miss delegate applicant for the pageant cycle ending with the 2026 national competition or referenced herein as C26 at every level of Miss America Miss divisions is 18-28 years old. A Miss delegate must be 18 years old by the state competition, and no older than 27 years old at state competition. The eligible age range for any Teen delegate applicant for the pageant cycle at every level of Miss America’s Miss Teen divisions is 14-18 years old. A Teen delegate must be 14 years old by the state competition, and no older than 18 years old at state competition.”

Contract Section 2.3.5 lists various requirements under “**Personal Characteristics**,” including “Sex,” “Marital Status,” Parental Status,” “Criminal Record,” “Health,” and “Substance Abuse.”

Contract Section 2.3.5.1, “Sex” states: “**The Applicant must be a Female.**” “‘Female’ means **a born female...**” or...

an individual who has fully completed Sex Reassignment Surgery [sic] via Vaginoplasty (from male to female) [sic] with supporting medical documentation and records. Supporting medical documentation must be in the form of the certification attached, signed by the surgeon who performed the surgery and notarized, along with

³ <https://www.instagram.com/missnorthfloridafl/>

⁴ <https://www.facebook.com/MissNorthFlorida>

a copy of board certification and a current medical license. No alternative gender affirming [sic] surgery will suffice as acceptable in place of a Vaginoplasty [sic].

OBJECTIONS TO CONTRACT TERMS

Kayleigh objects to the Contract's false "Female" definitional language, which was provided after her performance of all other terms and conditions necessary for her to compete for and receive the Miss North Florida title. On a personal level, Kayleigh objects in part because of her own religious, scientific, political and moral beliefs that sex is immutable; that individuals are born and remain either male or female; that the word "Female" indeed "means a born female;" and that it is offensive to Female dignity to require Females to compete against males claiming to be the opposite sex.

Aside from these entirely legitimate objections, Kayleigh's strongest objection is to how this Contract's false additional definition of "Female" incentivizes and promotes grievous harm to the health and safety of minor boys. **Contract Section 2.3.5.1 requires the complete castration of boys as a condition for such boys' competition eligibility in the Miss Florida program.**

Section 2.3.3's "Eligibility by Age" for minors *aged 14-18* (Miss Teen division) and young adults *aged 18* (Miss division), combined with Section 2.3.5.1's false definition of "a Female" as a male "who has fully completed Sex Reassignment Surgery via Vaginoplasty (from male to female)" means that **the Contract requires (and incentivizes) the castration of boys under the age of 14 in order for such boys to be eligible to compete in the "Miss Teen" division, and the castration of boys under the age of 18 in order to compete in the "Miss" division.**

Moreover, the Contract requires Kayleigh (and other young women with similar beliefs) to *agree* to compete against castrated males – boys who will have been subjected to medical mutilation as minors – and that such mutilated males – even if over 18 when such mutilation occurs - "are" "Female." The castration must be complete and irreversible. *See* Contract Exhibit E: "Certification of Surgeon" - a declaration under penalty of perjury that for the minor boy in question, the "**surgery has left the individual with no male genitalia and is irreversible...**" coldly concluding that "the surgery was **successful in that regard.**" For Kayleigh, no pageant "crown" is worth the price of a child's future, or a misguided adult's decision to self-harm.

APPLICABLE LAW

I. The First Amendment protects female beauty pageants against unwanted participation by males.

The decision of Miss Florida, Inc. and MAO to define castrated minor males as "Female" and require actual female competitors to compete with them and other castrated males is a voluntary decision that is not compelled by existing law. Female beauty pageants engage in expressive activity, or "speech" and communicate a message about femininity and what it means to be "Female." Clearly established First Amendment law protects the right of such beauty pageants to exclude males.

The First Amendment ensures that "Congress shall make no law ... abridging the freedom of speech." U.S. Const. amend. I. The Fourteenth Amendment has extended this principle to the states. *Se. Promotions, Ltd. v. Conrad*, 420 U.S. 546, 547 (1975). First Amendment jurisprudence has long understood "speech" to extend "beyond written or spoken words as mediums of expression," *Hurley v. Irish-American Gay, Lesbian, and Bisexual Group of Boston*, 515 U.S. 557, 569 (1995); reaching so

far as to include “various forms of entertainment and visual expression as purely expressive activities,” *Anderson v. City of Hermosa Beach*, 621 F.3d 1051, 1060 (9th Cir. 2010). These protections extend to theatrical productions that “frequently mix[] speech with live action or conduct.” *Conrad*, 420 U.S. at 558.

“Beauty pageants fall comfortably within this ambit.” *Green v. Miss United States of America, LLC*, 52 F.4th 773, 780 (9th Cir. 2022). In *Miss United States*, the pageant allowed only “natural born female[s]” to compete and enforced this requirement, “repeatedly maintain[ing] that it does not believe that biological males who identify as female are women.” The Court recognized:

the Pageant explains that it communicates these views on womanhood every time it uses the word “woman,” because the fact that **the Pageant “does not adjectivize the word woman is part of the message: the word ‘woman’ so naturally means ‘born female’ that the Pageant does not need or use qualifiers.”**¹² This is more than sufficient under current caselaw to substantiate **the Pageant’s decision not to communicate a message contrary to that position.** “The fact that the organization does not trumpet its views from the housetops ... does not mean that its views receive no First Amendment protection.” [*Boy Scouts of Am. v. Dale*, 530 U.S. 640, 656 (2000)].

Miss United States at 785. The court continued: “[the male’s] insistence that ‘[t]here is no meaningful difference between plaintiff and any of defendant’s [actual] female contestants’ is precisely **the opposite statement of the one that the Pageant seeks to make.** [The male’s] inclusion in the Pageant would undeniably alter that message. This is true **regardless whether there are any discernible visible differences at all between [the male] and any of the Pageant’s “[actual] female contestants.”** *Id* at 785. (Emphasis added).

The court in *Miss United States* thus rejected the male’s demand for participation in the female beauty pageant, explaining:

“[t]he facts here present a binary choice,” either [the male] competes or [he does] not. But...*both* choices inevitably express a message. **Not accepting [the male] reinforces the Pageant’s message that the ideal model of femininity is necessarily biologically female**, while being forced to include [the male] necessarily contradicts that message. **Either way, a message is being communicated.** Thus, there is no daylight between the message and the admission of contestants to the Pageant. And such daylight is necessary for a law to have a merely “incidental” rather than a “direct[] and immediate[]” effect on the speech in question.

Miss United States of Am., LLC at 790–91 (9th Cir. 2022). The Sixth Circuit Court of Appeals has likewise recognized that even the use or omission of certain words and phrases in the context of sex reflects a “**struggle over the social control of language in a crucial debate about the nature and foundation, or indeed real existence, of the sexes.**” *Meriwether v. Hartop*, 992 F.3d 492, 508 (6th Cir. 2021). Thus, Miss Florida, Inc. and MAO will find no excuse under First Amendment law or non-discrimination law that they must include within the definition of “Female” castrated and surgically altered minor males, in order to protect Miss Florida, Inc. and MAO from frivolous lawsuits by would-be male contestants.

II. Contracts Governed By Florida Law May Not Encourage Violations Of Florida Law & Public Policy

While the First Amendment protects female-only beauty pageants, Florida law cuts sharply against the current MAO Contract incentivizing sterilization or castration of minor boys. Contracts governed by Florida law must be consistent with the laws and public policy of the State of Florida. *Cerniglia v. C & D Farms, Inc.*, 203 So.2d 1, 2 (Fla.1967); *Title & Trust Co. of Fla. v. Parker*, 468 So.2d 520, 523 (Fla. 1st DCA 1985)(“[A]s a general rule, if the enforcement of a contract is contrary to the public policy of the forum state, the contract need not be enforced.”). A contract which violates a provision of the Florida Constitution or a Florida statute is void and illegal, and will not be enforced in Florida courts. “Where the parties to such an agreement are in *pari delicto* [equally guilty] the law will leave them where it finds them; relief will be refused in the courts because of public interest.” *Local No. 234 v. Henley*, 66 So.2d 818, 821 (Fla.1953).

“Public policy” may be said to be **“the community common sense and common conscience, extended and applied throughout the state to matters of public morals, public health, public safety, public welfare, and the like.”** *City of Leesburg v. Ware*, 113 Fla. 760, 153 So. 87, 89 (1934); *Neiman v. Galloway*, 704 So.2d 1131 (Fla. 4th DCA 1998)(*quoting Edwards v. Miami Transit Co.*, 150 Fla. 315, 7 So.2d 440, 442 (1942)(*quoting Atlantic Coast Line R. Co. v. Beazley*, 54 Fla. 311, 45 So. 761 (1907)))(“[A] contract is not void, as against public policy, unless it is injurious to the interest of the public, or contravenes some established interest in society.”). *See also Harris v. Gonzalez*, 789 So. 2d 405, 407 (Fla. Dist. Ct. App. 2001) (voiding contract that established **“a commercial relationship that is banned by the law and public policy of the State of Florida”**).

The MAO Contract’s definition of “Female” modified to include castrated minor males offends the strong public policy of the State of Florida and is unquestionably “injurious” to the public and to the boys Florida law seeks to protect. The MAO contract contradicts Florida’s legal definition of “Sex” as “the classification of a person as **either male or female based on the organization of the human body of such person for a specific reproductive role**, as indicated by the person’s sex chromosomes, naturally occurring sex hormones, and internal and external genitalia present at birth.” *See* Fla. Stat. § 456.001(8) (emphasis added). The MAO contract contradicts Florida’s recognition of the immutability of sex based on “chromosomes, naturally occurring sex hormones, and internal and external genitalia present at birth.”

Moreover, the MAO contract encourages violation of current, enforceable Florida law prohibiting sterilization and castration of minors under the guise of “sex-reassignment prescriptions or procedures.” *See* Fla. Stat. § 456.52(1); *see also* 456.001(9)(a), defining prohibited-for-minors “sex-reassignment prescriptions or procedures” as:

1. The prescription or administration of puberty blockers for the purpose of attempting to stop or delay normal puberty in order to affirm a person’s perception of his or her sex if that perception is inconsistent with the person’s sex as defined in subsection (8).”
2. The prescription or administration of hormones or hormone antagonists to affirm a person’s perception of his or her sex if that perception is inconsistent with the person’s sex as defined in subsection (8).

3. Any medical procedure, including a surgical procedure, to affirm a person's perception of his or her sex if that perception is inconsistent with the person's sex as defined in subsection (8).

(Emphasis added). “Civil liability for provision of sex-reassignment prescriptions or procedures to minors” is established by Fla. Stat. § 766.318, as follows:

(1) A cause of action exists to recover damages for personal injury or death resulting from the provision of sex-reassignment prescriptions or procedures, as defined in s. 456.001, to a person younger than 18 years of age which are prohibited by s. 456.52(1).

(2) The limitations on punitive damages in s. 768.73(1) do not apply to actions brought under this section.

(3) An action brought under this section:

(a) May be commenced within 20 years after the cessation or completion of the sex-reassignment prescription or procedure.

(b) Is in addition to any other remedy authorized by law.

(4) The cause of action created by this section does not apply to:

(a) Treatment with sex-reassignment prescriptions if such treatment is consistent with s. 456.001(9)(a) 1. or 2. and was commenced on or before, and is still active on, May 17, 2023.

(b) Sex-reassignment prescriptions or procedures that were ceased or completed on or before May 17, 2023.

Fla. Stat. § 766.318.

III. Kayleigh Bush Has An Enforceable Oral Agreement With Miss Florida, Inc. & MAO

It is black-letter law that where one party to a contract - like Kayleigh – fully performs all that is contemplated by both parties to the original contract for its completion, the other parties to the contract – like Miss Florida, Inc. and MAO - cannot introduce additional requirements or uncontracted terms.

A cause of action for breach of contract exists when there is “(1) a valid contract; (2) a material breach; and (3) damages.” *Merin Hunter Codman, Inc. v. Wackenhut Corr. Corp.*, 941 So.2d 396, 398 (Fla. 4th DCA 2006) (citation and quotations omitted). A fourth element would be standing: “To satisfy the requirement of standing ... individuals must allege some threatened or actual injury resulting from the putatively illegal action.” *Olen Props. Corp. v. Moss*, 981 So.2d 515, 517 (Fla. 4th DCA 2008) (citations and quotations omitted).

Even in the absence of a signed written agreement, an oral agreement is enforceable in Florida, so long as it satisfies the requirements of the Statute of Frauds: “No action shall be brought... whereby to charge the defendant upon ... upon any agreement that is not to be performed within the space of 1 year from the making thereof...unless the agreement or promise upon which such action shall be

brought, or some note or memorandum thereof shall be in writing and signed by the party to be charged therewith or by some other person by her or him thereunto lawfully authorized.” *See* Fla. Stat. § 725.01.

“The general rule is that an oral contract for an indefinite time is not barred by the Statute of Frauds. Only if a contract could not possibly be performed within one year would it fall within the statute.” *Acoustic Innovations, Inc. v. Schafer*, 976 So.2d 1139, 1143 (Fla. 4th DCA 2008) (citation and quotations omitted). Moreover, “full performance by one party to the contract works to remove an oral agreement from the purview of the statute of frauds.” *101 Monument Rd., Inc. v. Delta Prop. Mgmt., Inc.*, 993 So.2d 181, 182 (Fla. 4th DCA 2008) (citation omitted).

An enforceable oral agreement must be supported by consideration. In order for a contract to be supported by consideration, “[i]t is not necessary that a benefit should accrue to the person making the promise. **It is sufficient that something of value flows from the person to whom it is made, or that [the person] suffers some prejudice or inconvenience and that the promise is the inducement to the transaction.**” *Real Estate World Fla. Commercial, Inc. v. Piemat, Inc.*, 920 So.2d 704, 706 (Fla. 4th DCA 2006) (citation and quotation omitted).

On its face, the term during which Kayleigh is to be recognized as “Miss North Florida” is for not more than one year. Kayleigh invested time, money and effort in participating in the pageant process, based on the truthful, natural, normal and usual definition of “Female” that she and every other person understands. Kayleigh otherwise fully performed her requirements to be recognized as Miss North Florida. Subsequently, Miss Florida, Inc. awarded Kayleigh the title “Miss North Florida” and crowned her on August 3, 2024. Thereafter, on September 1, 2024, Miss Florida, Inc. presented Kayleigh with un-bargained-for and novel terms in the Contract.

Kayleigh met with Miss Florida, Inc. over these terms in September and October, 2024; and Miss Florida, Inc. rescinded the Miss North Florida title in November 2024. Kayleigh’s term ends in August 2025. The next Miss Freedom Pageant is in November 2025. Thus, even if there was not full performance of the oral agreement (which there was and has been to date by Kayleigh), the oral agreement is for a term less than one year. Nothing in the public-facing materials put forth by Miss Florida, Inc. and MAO indicates that either organization subscribes to a novel (and false) definition of “Female;” and Miss Florida, Inc.’s website “How to Qualify” stated (and still states) only that a candidate must “Be a female.” A reasonable “Miss North Florida” candidate would not expect to be presented with an overtly false definition of “Female” after otherwise performing all other conditions precedent to the Contract, as a final condition by Miss Florida, Inc. and MAO. Thus, Miss Florida, Inc. is in apparent breach of its oral agreement with Kayleigh, over terms that are void under Florida law and public policy.

CONCLUSION

Kayleigh Bush appropriately and reasonably requested that language falsely defining “Female” as a castrated male be removed from the MAO Contract. Kayleigh made numerous appeals to Miss Florida, Inc. When Miss Florida, Inc. and Miss America, Inc. refused to remove the false definition of “Female” from the Contract, Kayleigh ultimately informed them that she was unable to sign the Contract with the novel language. Rather than remove the offending novel language from MAO Contract Section 2.3.5.1 (for which there had been no bargained-for exchange or contractual consideration) Miss Florida, Inc. and MAO stripped Kayleigh of the Miss North Florida title.

Miss Florida, Inc. has not awarded any other contestant the title “Miss North Florida,” and as of April 24, 2025, Kayleigh remains listed by Miss Florida, Inc. on the “Miss North Florida” Instagram and Facebook webpages.

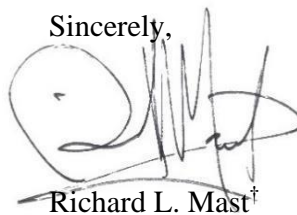
Thus, Miss Florida, Inc. has represented and continues to represent to the world that Kayleigh otherwise satisfied all conditions for the “Miss North Florida” title (which she has); was appropriately awarded the title, and remains the Delegate with that title, while silently prohibiting her from further competition, based on an illegal contract provision. Miss Florida, Inc. continues to benefit from Kayleigh’s Name, Image and Likeness and Branding as “Miss North Florida.”

LEGAL DEMAND

For these reasons, Liberty Counsel hereby requests that on or before May 9, 2025, Miss Florida, Inc. (and MAO, as necessary)

- 1) restore the title “Miss North Florida” to Kayleigh Bush;
- 2) confirm Kayleigh’s eligibility for future competitions;
- 3) execute the 2024 Miss North Florida Pageant contract (as amended) and return it to Liberty Counsel for Kayleigh’s signature;
- 4) remove the specified false “Female” definitional language from the Florida pageant contract and all others; and
- 5) provide notice to Liberty Counsel in writing of these actions.

If we do not timely receive these responses, Liberty Counsel will take additional action to protect the rights of Kayleigh Bush and to protect at-risk minor males endangered by the false definition of “Female” promoted by Miss Florida, Inc. and the Miss America Organization within its pageant Contracts.

Sincerely,

Richard L. Mast[†]

c.
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