

IN THE CIRCUIT COURT, FOURTH  
JUDICIAL CIRCUIT, IN AND FOR  
DUVAL COUNTY, FLORIDA

CASE NO.:  
DIVISION: CV-F

FRANK DENTON,

Plaintiff,

vs.

MAYOR ALVIN BROWN, in his official capacity;  
THE CITY OF JACKSONVILLE; and  
THE JACKSONVILLE POLICE AND FIRE  
PENSION FUND BOARD OF TRUSTEES,

Defendants.

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**COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF**

COMES NOW Frank Denton ("Plaintiff"), by and through his undersigned counsel, files this Complaint for Declaratory and Injunctive Relief pursuant to Chapter 86, Florida Statutes, against Mayor Alvin Brown (in his official capacity), the City of Jacksonville, and the Jacksonville Police and Fire Pension Fund Board of Trustees, and states:

**GENERAL ALLEGATIONS**

1. This action concerns official action taken by the Defendants at private meetings in violation of the Sunshine Law, Section 286.011, Florida Statutes.
2. This Court has jurisdiction over the Complaint for Declaratory and Injunctive Relief pursuant to Chapter 86 and the Sunshine Law.
3. Venue is appropriate in Duval County because the Defendants are located here.
4. The City of Jacksonville is a municipality of the State of Florida.

5. The Jacksonville Police and Fire Pension Fund (the "Pension Fund") is a defined benefit retirement plan benefitting police officer and firefighter employees of the City of Jacksonville.

6. The Jacksonville Police and Fire Pension Fund Board of Trustees (the "Pension Fund Board") is an independent agency of the City of Jacksonville that administers the Pension Fund.

7. Mayor Alvin Brown ("Mayor Brown") is the mayor of the City of Jacksonville.

8. Plaintiff is a Florida citizen and is Editor of The Florida Times-Union, a daily newspaper in Jacksonville, Florida.

9. On or about March 5, 2001, the City of Jacksonville and the Pension Fund Board entered a contract that included provisions for benefits, funding and actuarial assumptions for the Pension Fund (the "Pension Fund Contract").

10. The Jacksonville Association of Fire Fighters, Local 122, IAFF (the "Firefighter's Union") is an employee organization that represents some of the firefighters employed by the City of Jacksonville.

11. On or about October 9, 2009, the City of Jacksonville requested that the Firefighter's Union collectively bargain to modify employee benefits provided by the Pension Fund. See Exhibit A, City of Jacksonville 2009-2010 Fire Negotiations Collective Bargaining Positions.

12. On January 29, 2010, the Firefighter's Union filed a Florida state court lawsuit against the City of Jacksonville and the Pension Fund Board (the "State Court Action"). See Exhibit B, Complaint, Duval County Circuit Court Case No. 16-2010-CA-001494.

13. The Plaintiffs in the State Court Action sought a judgment declaring that the Pension Fund Contract set retirement benefits through September, 2030; the Pension Fund benefits can only be changed by agreement between the City of Jacksonville and the Pension Fund Board; and the City of Jacksonville cannot require an employee organization to collectively bargain benefits under the Pension Fund. See Ex. B.

14. On or about January 25, 2013, the City of Jacksonville retained collective bargaining counsel, Allen, Norton & Blue, P.A.

15. On February 4, 2013, the Plaintiffs in the State Court Action voluntarily dismissed their claims.

16. That same day, Randall Wyse, one of the Plaintiffs in the State Court Action, filed suit against the City of Jacksonville and the Pension Fund Board in the United States District Court for the Middle District of Florida (the "Federal Court Action"). See Exhibit C, Complaint, Wyse et al. v. City of Jacksonville et al., Case No. 3:13-cv-00121-MMH-MCR (Dkt. 1).

17. Like the State Court Action, the Federal Court Action sought a judgment declaring, *inter alia*, that the Pension Fund Contract set retirement benefits through September, 2030; the Pension Fund benefits can only be changed by agreement between the City of Jacksonville and the Pension Fund Board; and the City of Jacksonville cannot require an employee organization to collectively bargain benefits under the Pension Fund. See Ex. C.

18. On March 22, 2013, the City of Jacksonville and the Pension Fund Board voluntarily and proactively sought mediation in the Federal Court Action. See Exhibit D., March 22, 2013, Joint Motion for Stipulation of Mediator and Scheduling of Mediation (Dkt. 18).

19. On March 26, 2013, the federal court entered an Order granting the Joint Motion for Stipulation of Mediator and Scheduling of Mediation.



20. Between April 26, 2013, and May 23, 2013, the City of Jacksonville and the Pension Fund Board entered private mediation with the plaintiffs to the Federal Court Action.

21. At the private mediation, the City of Jacksonville and the Pension Fund Board also negotiated with the Fraternal Order of Police Lodge 5-30 (the "Police Officer's Union") and the Firefighter's Union, even though neither union was a party in the Federal Court Action.

22. The City of Jacksonville delegated full decision-making authority to its representatives at the mediation, Chris Hand and Cindy A. Laquidara. See Exhibit E, May 23, 2013, Mediator's Report (Dkt. 26) at ¶ 1 ("All parties and counsel were present at every session and **had authority to settle the case.**") (emphasis added).

23. The Pension Fund Board delegated full decision-making authority to its representatives at the mediation, John Keane and Robert Klausner.

24. During the private mediation, the City of Jacksonville's and the Pension Fund Board's representatives exercised their delegated authority to enter a Mediation Settlement Agreement with the plaintiffs, the Police Officer's Union, and the Firefighter's Union. Exhibit F, May 23, 2013, Mediation Settlement Agreement (Dkt 27-1); Exhibit G, May 23, 2013, Joint Motion to Approve Mediation Settlement Agreement (Dkt 27) at ¶ 1 ("Parties have mediated in good faith pursuant to this Court's orders and have reached a Settlement Agreement . . .").

25. Chris Hand and Cindy A. Laquidara signed the Mediation Settlement Agreement on behalf of the City of Jacksonville. Ex. F, at 10.

26. John Keane and Robert Klausner signed the Mediation Settlement Agreement on behalf of the Pension Fund Board.

27. The plaintiffs—Randall Wyse, Larry Jones, Mark Roberts, and LaTorrence Norris—signed the Mediation Settlement Agreement in their individual capacities.

28. Randall Wyse separately signed the Mediation Settlement Agreement in his capacity as President and Chief Negotiator of the Firefighter's Union. Paul Donnelly also signed on behalf of the Firefighter's Union.

29. Steve Ames signed the Mediation Settlement Agreement in his capacity as President and Chief Negotiator of the Police Officer's Union. Paul Daragjati also signed on behalf of the Police Officer's Union.

30. At the request of Mayor Brown, the Jacksonville City Council introduced an ordinance that, if passed, would adopt and implement the Mediation Settlement Agreement. Exhibit H, Jacksonville, Fla., Ordinance 2013-366.

31. The City of Jacksonville is a "municipal corporation" subject to the Sunshine Law pursuant to Section 286.011(1), Florida Statutes.

32. The Pension Fund Board is an entity charged with the administration of the Pension Fund. It is an independent agency of the City of Jacksonville established by special act of the Florida legislature. The Pension Fund Board is subject to the Sunshine Law pursuant to Section 286.011(1), Florida Statutes.

33. The Mediation Settlement Agreement constitutes official action taken by the City of Jacksonville and the Pension Fund Board.

34. The mediation was not open to the public and was not declared to be open to the public.

35. The mediation procedure was in violation of the Sunshine Law.

36. "Because Section 286.011 was enacted in the public interest to protect the public from 'closed door' politics, the law must be broadly construed to effect its remedial and

protective purpose.” Sarasota Citizens For Responsible Gov't v. City of Sarasota, 48 So. 3d 755, 762 (Fla. 2010).

37. Section 286.011 should be construed "so as to frustrate all evasive devices." Id. (quoting Town of Palm Beach v. Gradison, 296 So. 2d 473, 477 (Fla. 1974)). Thus, the statute applies to any inquiry and discussion "conducted by any committee or other authority appointed and established by a governmental agency [that] relates to any matter on which foreseeable action will be taken." Id.

38. "Mere showing that the government in the sunshine law has been violated constitutes an irreparable public injury." Id. "Therefore, where officials have violated section 286.011, the official action is void ab initio." Id.

39. "One purpose of the Government in the Sunshine Law is to prevent at nonpublic meetings the crystallization of secret decisions to a point just short of ceremonial acceptance." Gradison, 296 So. 2d at 477. "Rarely could there be any purpose to a nonpublic pre-meeting conference except to conduct some part of the decisional process behind closed doors." Id.

40. "The Sunshine Law does not provide for any 'government by delegation' exception; a public body cannot escape the application of the Sunshine Law by undertaking to delegate the conduct of public business through an alter ego." IDS Props., Inc. v. Town of Palm Beach, 279 So. 2d 353, 359 (Fla. 4th DCA 1973).

## COUNT I

### SUNSHINE LAW

41. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 40 above.



42. The City of Jacksonville and the Pension Fund Board violated the Sunshine Law by taking official action—i.e., entering the Mediation Settlement Agreement—at a private meeting.

43. The Mediation Settlement Agreement is void ab initio. Sarasota Citizens For Responsible Gov't v. City of Sarasota, 48 So. 3d at 762.

**WHEREFORE**, Plaintiff seeks, pursuant to Chapter 86, Florida Statutes, an immediate hearing and a declaration by this Court that:

- a. Defendants violated the Sunshine Law by taking official action in private meetings not open to the public;
- b. The Mediation Settlement Agreement is void ab initio;
- c. Defendants are permanently enjoined from adopting, performing, or otherwise implementing the Mediation Settlement Agreement; and
- d. Plaintiff is entitled to an award of reasonable attorneys' fees and costs incurred in this action as provided in §286.011(4), Florida Statutes;
- e. Plaintiff is entitled to such further relief as the Court may deem just and proper.

## **COUNT II**

### **SUNSHINE LAW - COLLECTIVE BARGAINING**

44. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 40 above.

45. Section 447.605(2), Florida Statutes, provides: "The collective bargaining negotiations between a chief executive officer, or his or her representative, and a bargaining agent shall be in compliance with the provisions of Section 286.011."

46. Mayor Brown is the chief executive officer of the City of Jacksonville, a public employer.

47. Chris Hand and Cindy A. Laquidara acted as Mayor Brown's representatives at the private mediation.

48. The Police Officer's Union, the Firefighter's Union, and/or the Pension Fund Board, and their respective representatives who attended the private mediation, are "bargaining agents".

49. Mayor Brown and the Unions conducted collective bargaining negotiations at the private mediation.

50. The collective bargaining negotiations did not comply with Section 447.605(2) or the Sunshine Law.

51. The Mediation Settlement Agreement is void ab initio. Sarasota Citizens For Responsible Gov't v. City of Sarasota, 48 So. 3d at 762.

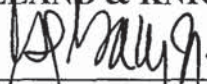
**WHEREFORE**, Plaintiff seeks, pursuant to Chapter 86, Florida Statutes, an immediate hearing and a declaration by this Court that:

- a. Mayor Alvin Brown, through his representatives, and the bargaining agents violated the Sunshine Law by conducting collective bargaining negotiations in private meetings not open to the public;
- b. The Mediation Settlement Agreement is void ab initio;
- c. Defendants are permanently enjoined from adopting, performing, or otherwise implementing the Mediation Settlement Agreement; and
- d. Plaintiff is entitled to an award of reasonable attorneys' fees and costs incurred in this action as provided in §286.011(4), Florida Statutes;



- e. Plaintiff is entitled to such further relief as the Court may deem just and proper.

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