

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO 13-034654 (CA 08)

CITY OF NORTH MIAMI BEACH)
)
Plaintiff/Appellee)
)
vs.)
)
GENERAL EMPLOYEES RETIREMENT)
COMMITTEE,)
)
Defendant/Appellant.)
_____ /

**NOTICE OF FILING TRANSCRIPT OF HEARING ON MOTIONS FOR SUMMARY
JUDGMENT**

Defendant/Appellant, GENERAL EMPLOYEES RETIREMENT COMMITTEE, gives notice of filing of the attached transcript of the hearing on summary judgment motions in the above referenced matter, taken on Tuesday March 18, 2014 before the Honorable Gisela Cardonne Ely.

Respectfully submitted on May 22nd, 2014

SUGARMAN & SUSSKIND, P.A.
Attorneys for Defendant/Appellant
100 Miracle Mile, Suite 300
Coral Gables, FL 33134
Telephone: (305) 529-2801
Facsimile: (305) 447-8115

By: *s/ Michael Gillman*
MICHAEL ANTHONY GILLMAN
Fla. Bar No. 105932
mgillman@sugarmansusskind.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing **Notice of Filing Transcript of Hearing on Motions for Summary Judgment** was electronically filed and served through the Florida Courts e-filing Portal on this 22nd day of May, 2014 to: Dotie Joseph, Esquire, Interim City Attorney for City of North Miami Beach, 17011 N.E. 19th Avenue, North Miami Beach, FL, 33162, Dotie.joseph@cityymb.com, courtdocs@cityymb.com; Andrew Baumann, Esquire, Abaumann@llw-law.com, mlozada@llw-law.com, and Scott Haft, Esquire, Srhaft@llw-law.com, Bmackenzie@llw-law.com, Lewis, Longman & Walker, P.A., Co-Counsel for City of North Miami Beach, 515 North Flagler Drive, Ste. 1500, West Palm Beach, FL 33401; and Richard A. Sicking, Esquire, Touby, Chait & Sicking, P.L., 1313 Ponce de Leon Blvd., #300, Coral Gables, Florida 33134, sickingpa@aol.com.

By: s/ Michael Gillman
MICHAEL ANTHONY GILLMAN

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CIVIL JURISDICTION DIVISION
CASE NO. 2013-34654 (CA08)

CITY OF NORTH MIAMI BEACH,
Plaintiff,

-vs-

GENERAL EMPLOYEES RETIREMENT COMMITTEE,
Defendant.

_____ /

- - -

MIAMI-DADE COURTHOUSE
73 W. FLAGLER STREET
MIAMI, FL 33130
Tuesday, March 18, 2014
1:37 p.m. - 2:20 p.m.

This cause came on for hearing before the
Honorable Gisela Cardonne Ely, Circuit Court Judge,
pursuant to notice.

1 APPEARANCES:

2

3 ATTORNEYS ON BEHALF OF THE PLAINTIFF:

4 ANDREW J. BAUMANN, ESQ.
5 JAMES W. LINN, ESQ.
6 LEWIS, LONGMAN & WALKER, P.A.
7 515 NORTH FLAGLER DRIVE
8 SUITE 1500
9 WEST PALM BEACH FL 33401
10 Abaumann@llw-law.com

8

9 ATTORNEYS ON BEHALF OF THE DEFENDANTS:

10

11 IVELISSE BERIO-LEBAU, ESQ.
12 MICHAEL A. GILLMAN, ESQ.
13 ROBERT A. SUGARMAN, ESQ.
14 SUGARMAN & SUSSKIND, P.A.
15 100 MIRACLE MILE
16 SUITE 300
17 CORAL GABLES FL 33134

14

15

16 ATTORNEY ON BEHALF OF THE INTERVENOR NICHOLE CAMACHO:

16

17 RICHARD SICKING, ESQ.
18 TOUBY CHAIT & SICKING, PL
19 1313 PONCE DE LEON BLVD.
20 SUITE 300
21 CORAL GABLES FL 33134

19

20 ALSO PRESENT:

21 ADAM CONLEY

22

23

24

25

E X H I B I T S

(No Exhibits Marked During This Hearing)

1 (The following proceedings were had):

2 THE COURT: Why don't you tell me who is here,
3 please.

4 MR. BAUMANN: Good afternoon, Your Honor.
5 Andrew Baumann and Jim Linn, here on behalf of the
6 City of North Miami Beach.

7 MS. BERIO-LEBAU: Ivelisse Berio-Lebau, on
8 behalf of the Retirement Committee, and I have with
9 me Robert Sugarman and Michael Gillman.

10 MR. SICKING: Richard Sicking, for Nichole
11 Camacho, who asked to be an intervenor.

12 THE COURT: Who?

13 MR. SICKING: Nichole Camacho.

14 THE COURT: I don't have anything about Nichole
15 Camacho.

16 MR. CONLEY: I think there was a Motion to
17 Intervene in the last couple of days.

18 THE COURT: Okay. Who is Ms. Nichole, she is
19 what, an employee?

20 MR. SICKING: Yes.

21 THE COURT: I don't have her motion.

22 MR. SICKING: The original was filed some time
23 ago. And I did have to amend it because of a
24 scrivener's error.

25 THE COURT: Do you think I need four copies of

1 the retirement plan?

2 MR. SICKING: No.

3 THE COURT: Any objections to one of the
4 employees participating in this case?

5 MR. BAUMANN: Your Honor, we don't know what
6 the employee is going to frankly add to the fact
7 pattern, but as long as it does not delay Your
8 Honor's consideration of the cross motions for
9 summary judgment, we do not object.

10 MS. BERIO-LEBAU: No objection.

11 THE COURT: Ms. Camacho's Motion to Intervene
12 is granted. I have read hopefully everything that
13 you both submitted. And remind me, when the City
14 enacted the Ordinance 213-15, one of the significant
15 changes was that the retirement age, the old
16 retirement age was what, 55?

17 MR. LINN: 55 with 20 years of service or at
18 62, Your Honor.

19 THE COURT: And the new ordinance said?

20 MR. LINN: Age 62 with 10 years or age 60 with
21 25 years. What the ordinance provides in order to
22 preserve the accrued benefits of the employees is
23 that, first of all, none of the changes affect
24 anybody who had already reached the current age 62 or
25 55 with 20 retirement conditions. Those folks were

1 all grandfathered. But the ordinance specifically
2 provided that the change in the normal retirement
3 date, that current employees could still retire at
4 the age 62 or 55 with 20 years of service retirement
5 date and get the full benefit that they had accrued
6 up to the effective date of these plan changes,
7 October 1st of 2013. And with respect to benefits
8 earned after that date, the new normal retirement
9 condition would apply. So the employees could
10 still --

11 THE COURT: So you employed a mathematician to
12 figure all this out?

13 MR. LINN: Well, certainly the City had a
14 consulting actuary, yes.

15 THE COURT: And I don't recall what any other
16 important changes occurred as a result of the new
17 ordinance.

18 MR. LINN: The other changes were the benefit
19 multiplier for future service, that is service on and
20 after October 1st of 2013 went to 2.5 percent. It
21 had been 3.0 percent. And the maximum period of DROP
22 participation changed to 36 months and I believe it
23 had been 60 months. And that was for future people
24 who went into the DROP into the future.

25 THE COURT: Okay. My question to the City is,

1 let's say that I am a long-time employee and I get to
2 be 50 years old and I get offered a job, the dream
3 job, but I would have had to move, I would have to
4 had to go to Paris. Because I know that if I stay in
5 there for five years, I can retire. And assume I
6 have the 20 years because I am a long-time employee.
7 If I stay another five years, let's just say five
8 years, that I can then retire at the three percent
9 and live happily ever after. Then this ordinance
10 passes and says, sorry, you have to work seven years.
11 And of course at that point anybody who had 20 years
12 is going to have ten, so that is not bad. Why? Tell
13 me what I have wrong.

14 MR. LINN: You could still retire at age 55
15 with 20 years of service and get the full benefit
16 that you accrued through October 1st of 2013. And
17 then you would be able, if you did that, and you
18 retired at that point, you would be able to get
19 however many years you worked beyond October 1, 2013,
20 the benefit based on that period of service when you
21 hit the new normal retirement date of either age 62
22 or 60 with 25 years.

23 THE COURT: What is your vesting, what age, how
24 many years of service?

25 MR. LINN: It is now ten years.

1 THE COURT: And before?

2 MR. LINN: It was, I believe, five years.

3 THE COURT: Five years?

4 MS. BERIO-LEBAU: Five.

5 MR. LINN: So the change in the vesting didn't
6 really impact the long service employees like the one
7 you described because they would have vested a long
8 time ago.

9 THE COURT: So did the ordinance grandfather in
10 everyone?

11 MR. LINN: The ordinance grandfathered in
12 everyone who had already attained eligibility for
13 normal retirement. So everyone who had already
14 reached the 55 with 20 years or age 62 conditions,
15 they were completely grandfathered from these
16 changes.

17 THE COURT: So you are saying anyone who is
18 55 -- no, what about the age 50, the 50-year-old?

19 MR. LINN: So the 50-year-old, again, would
20 still be able to retire with the full benefit they
21 earned prior to these changes, their full accrued
22 benefit at the three percent multiplier at the
23 current normal retirement date, age 62 or 55 with
24 20 years. And then for whatever period they would
25 have after October 1, 2013, they get that piece of

1 their benefit when they reach the new normal
2 retirement eligibility. So they might, if they
3 worked a few years, two more years in your example,
4 they would get that benefit, the 2.5 percent
5 multiplier times the two years when they reached five
6 years later, essentially.

7 THE COURT: Okay. I don't want to get this
8 wrong.

9 MR. LINN: Okay.

10 THE COURT: Because, to me, this is really
11 crucial in terms of the argument by the Retirement
12 Commission. Because I need to know what is the
13 impairment of contract, which frankly no one really
14 addressed.

15 MR. LINN: There is no impairment of contract,
16 and that is why it hasn't been raised, Your Honor.
17 And, you know, the Florida Supreme Court has held on
18 two occasions that it is not an impairment of
19 contract under Florida law for these kinds of
20 retirement changes to be made.

21 THE COURT: Yes. How hurt, I know.

22 MR. LINN: Just like the 2011 changes to the
23 Florida retirement system which had two things in
24 them that affected current members, including members
25 with lots of service. And that was they eliminated

1 the COLA for future service and it added the three
2 percent employee contribution. And the Florida
3 Supreme Court upheld those changes over an impairment
4 of contract's challenge.

5 THE COURT: But the change in the Florida
6 retirement system did not change the age at which we
7 can retire.

8 MR. LINN: Correct. But the principals are the
9 same, Your Honor. And so there is not a -- I mean,
10 these changes in the North Miami Beach General
11 Employees Retirement Plan were crafted in a way to
12 apply prospectively to service earned in the future.

13 THE COURT: Okay. Let me ask the --

14 MS. BERIO-LEBAU: I would slightly disagree,
15 with respect to that the scope of the Williams case
16 in FRS was dealing specifically with the preservation
17 of rights, the provision in that statute, which is
18 not applicable at all here.

19 THE COURT: The plan, the City plan under
20 Section 1.06, termination of plan, retirement plan
21 for general employees, I am looking at Section 1.06.

22 MS. BERIO-LEBAU: Yes.

23 THE COURT: Okay. If you are comfortable
24 standing, go ahead. But, if not, you are welcome to
25 sit down.

1 MS. BERIO-LEBAU: I will stand, to find my
2 exhibit here.

3 THE COURT: I know. The plan may be terminated
4 by the City at any time, blah, blah, blah, delivery,
5 where the City said, one, the plan is terminated or
6 contributions are discontinued and the plan is
7 terminated. If the City can do it by ordinance,
8 terminate the plan, tell everybody, Go home and go
9 work for the state or go work for Paris, why can't
10 the City amend and do these changes prospectively?

11 MS. BERIO-LEBAU: The City can amend it, as
12 long as they follow the procedures in the plan.

13 THE COURT: Okay.

14 MS. BERIO-LEBAU: And that is the thing, you
15 know, this particular plan --

16 THE COURT: But the City did. Didn't the City
17 bring it to the membership of --

18 MS. BERIO-LEBAU: No.

19 THE COURT: And it didn't pass or they didn't
20 get the 66, the 2/3 vote? They are never going to
21 get the 2/3 vote, it is against their interest. If
22 they would have taken it into a vote in the state of
23 Florida, it would not have passed either. So the
24 City has a right to say, Guys, forget about
25 retirement. Go get a night job and put your money in

1 a 401-K private, you know, private account. We are
2 just not doing it anymore.

3 MS. BERIO-LEBAU: Your Honor, I actually
4 disagree with you that the employees will never vote
5 for these changes. Because if you look at 98-2,
6 which was the ordinance where the employees agreed to
7 increase the amount that was being withheld from
8 their own paychecks by one percent and they agreed to
9 decrease the percentage of the vote, it used to be
10 75 percent approval rating. They decreased it to 66
11 and 2/3. So that is a perfect example.

12 THE COURT: But correct me if I am wrong, did I
13 misread it that, in fact, this issue was put to the
14 employees and it was voted down?

15 MS. BERIO-LEBAU: Well, what happened, Your
16 Honor, is that the City went ahead and had its first
17 reading and never asked the retirement committee to
18 consider it or asked the retirement committee to put
19 it to a vote. The retirement committee took it upon
20 itself to put it to a vote. Despite the fact that
21 the city council had not requested it or even paid
22 any attention to it at all, they put it to a vote and
23 it did not get the vote. In fact, it lost by very
24 wide margins.

25 THE COURT: And this is an illegally technical

1 question, it is not being disrespectful, but who
2 elected the retirement committee? I mean, people
3 elected the City council. Supposedly, we elect those
4 people who are going to represent us for our own best
5 interest.

6 MS. BERIO-LEBAU: The retirement committee has
7 two people appointed by the City. So the two people
8 from the city council are on the retirement committee
9 and then there are two employee representatives and
10 then the fifth person is --

11 THE COURT: But the people of North Miami Beach
12 didn't elect you guys.

13 MR. SUGARMAN: It did. Your Honor, two of the
14 members are elected.

15 THE COURT: Who do you represent?

16 MR. SUGARMAN: I am Robert Sugarman.

17 THE COURT: She was doing well. Thank you.

18 MS. BERIO-LEBAU: But what he just said is
19 true. Two of the members are elected. Two of the
20 members are from the council, the city council.

21 THE COURT: But they are elected by whom?

22 MS. BERIO-LEBAU: They are the members of the
23 city council, the same people who passed the
24 ordinance.

25 THE COURT: The voters of North Miami Beach do

1 not elect your members, any of your members. They
2 elect the commissioner so and so, commissioner so and
3 so and the mayor; right?

4 MS. BERIO-LEBAU: But two of the members of the
5 commission are also members of the council, so they
6 were, in fact, elected. And then the employees elect
7 the representatives.

8 THE COURT: And the four elect one. Okay.

9 Let me go back to my question. If the City has
10 the right to terminate the plan, why doesn't it have
11 the right to then change the rules as they go along?

12 MS. BERIO-LEBAU: If you read the language of
13 Section 105, which is the section on the amendment
14 procedure, it says the City has authority to amend
15 this plan, subject to the following limitations. In
16 1990 when this plan was put into place, they said,
17 Okay, these are the terms of this plan. You can
18 amend the plan if you follow these rules. And there
19 is like five or six situations. It is not just a
20 vote.

21 Also, the City can't make amendments
22 retroactive unless the retirement committee says that
23 it is okay . They can't change the rules of the
24 trustee without the trustee's consent. There is a
25 list of various circumstances that says, City, you

1 can't amend the plan under these circumstances
2 without following these rules. One of them is the
3 approval of the participants.

4 THE COURT: That goes back to a 19 --

5 MS. BERIO-LEBAU: The ordinance was 1989. The
6 1990 plan and most of the current retirement plan
7 terms are from that 1990 plan, which was Ordinance
8 89-19. And then this particular provision was later
9 amended by 98-2. Those are the two key provisions
10 that are at stake here.

11 THE COURT: '98 to 2013, almost 15 years go by.
12 So the future city commissions are then bound forever
13 by the '98 commission.

14 MS. BERIO-LEBAU: The laws and the terms of
15 this plan have to be followed by the retirement
16 committee and by the City, unless they are amended
17 following the procedures in the plan.

18 THE COURT: The Supreme Court of the state of
19 Florida said in the Scott case, you can change the
20 rules and too bad, so sad.

21 MS. BERIO-LEBAU: It told the legislature that
22 they could change the rules, that they were not
23 prohibited by the preservation of rights contract
24 language in FRS from doing the changes that they
25 wanted to do. They didn't say every single

1 municipality in the state can just do whatever the
2 heck it wants. That is not what they said. I mean,
3 they were looking at a specific statute, the FRS
4 statute. They were looking at specific language and
5 they said this specific language does not stop the
6 legislature from doing this thing. And it was on a
7 contract basis. It was the provision that says that
8 employees have certain contract rights with respect
9 to FRS, a totally different situation here. We are
10 talking about ordinances, we are talking about
11 municipal law, we are talking about administrative
12 law.

13 THE COURT: Let me ask a question.

14 MS. BERIO-LEBAU: This is a perfectly
15 legitimate ordinance.

16 THE COURT: Yes. And why is the new ordinance
17 not perfectly legitimate that says, I am changing the
18 retirement rules?

19 MS. BERIO-LEBAU: Because you have to follow
20 the perfectly legitimate current ordinance in order
21 to make changes.

22 THE COURT: Okay.

23 MS. BERIO-LEBAU: If they want --

24 THE COURT: We are doing circular discussion
25 here. The City said this went to a vote, whether by

1 the retirement commission or it went to a vote and
2 they said, Forget about it, in 2013, we are not
3 changing it. We are not going to approve it. Let's
4 just say that I rule and I said, You are correct, I
5 am finding in favor of your position, and that I get
6 affirmed, which happens once in a while, the City can
7 then go in and eliminate the entire plan. Correct?

8 MS. BERIO-LEBAU: If that is what they chose to
9 do, they could also go and propose an amendment that
10 would not be as wide-sweeping as this one did and
11 would not affect multiple groups of employees. They
12 could, absolutely.

13 THE COURT: That wasn't my question. My
14 question is, if you win, the City can go and
15 eliminate its entire retirement scheme.

16 MS. BERIO-LEBAU: Technically, yes. They also
17 have collective bargaining issues potentially with
18 their unions.

19 THE COURT: But those have time limits on them.
20 I mean, those are contractual agreements which end at
21 some point in the future. And when that contract
22 ends with the police or with whoever it is, I assume
23 it is the police because they are a big union.

24 MS. BERIO-LEBAU: This is General Employees'
25 plan and it has AFSCME and there is also some

1 employees in this group represented by IUPA, which is
2 the police union, where they are not eligible to
3 participate.

4 THE COURT: But those have terms.

5 MS. BERIO-LEBAU: The collective bargaining
6 agreements, yes.

7 THE COURT: And the longest in the future ends
8 three to five years from today.

9 MR. LINN: Three years.

10 MS. BERIO-LEBAU: Three and a half years.

11 THE COURT: So the City says when they come
12 back to the table, Hey, too bad, they could do that.
13 Whether it makes them popular, whether they are going
14 to be voted out of office, that is another story.

15 MS. BERIO-LEBAU: That is another story, Your
16 Honor. We know what they decide to do or not do, if
17 the City wants to amend this plan to make any of
18 these changes, it can do it in a way that follows the
19 rules and if they decide they don't want to do this
20 anymore, they could terminate the plan. They are not
21 bound by this. If they want to amend the plan,
22 though, they need to follow these rules. And these
23 rules have been around for a long time, Your Honor,
24 and it is a perfectly legitimate ordinance. There is
25 absolutely nothing wrong with the terms of this plan

1 the way they are. And as we talked about, it is
2 presumed valid. If they don't follow it, the
3 ordinance is invalid.

4 THE COURT: Why doesn't the City attempt to
5 take the issue to a vote under the 2/3?

6 MR. BAUMANN: Your Honor, the reason was that
7 the City had elected to remove that requirement from
8 the ordinance. The ordinance, the old ordinance
9 required that a plan change be adopted by a city
10 referendum of the city commission after a 2/3 vote.
11 The City had gone through collective bargaining with
12 AFSCME and following that collective bargaining,
13 actually, as shown by our affidavits, during the
14 collective bargaining even told AFSCME they were
15 going to do this. AFSCME said, Well, don't put it in
16 the collective bargaining because it is not a
17 benefit, but they didn't vote on it. They didn't
18 object to it. But they were notified, as we show in
19 our Exhibit G, they were notified of it. They knew
20 about it. And the City didn't submit it to the 2/3
21 vote because they were doing away with that process.
22 The new process is adoption of an ordinance.

23 The argument, you are right, Your Honor, takes
24 us in a big circle. We have a 1998, I think it is,
25 city ordinance that has a provision in it that says

1 if you amend the plan, you go through this 2/3 vote
2 and a referendum.

3 But the black letter law, as we all know, is
4 that an ordinance may only be amended by an
5 ordinance. The City sits as the legislature in this
6 case. What they adopted in Ordinance 2013-15 was two
7 things. They adopted the provisions of the
8 collective bargaining agreement. And if you read
9 them, they are all applicable to the members of
10 AFSCME and the folks who are not part of a union. So
11 the IUPA, the other union, is not subject to these
12 various changes.

13 The other thing they did was they made it
14 prospective. So that was the benefits side of the
15 ordinance. The City also advised during collective
16 bargaining that they were deleting that provision.
17 They were going to follow a new provision. The
18 ordinance itself states why. The City felt that this
19 was an invalid delegation of its legislative
20 authority and it interfered with collective
21 bargaining and was essentially surplusage in light of
22 now using collective bargaining to reach these kinds
23 of agreements.

24 It states right in the whereas clause of the
25 ordinance why they did it. And to say now that they

1 cannot amend an ordinance, that they are irrevocably
2 handcuffed by what a prior city commission did, just
3 goes against the very notion of legislative power.

4 And the Scott case is a perfect example. Your
5 Honor obviously has read Scott. And we have all read
6 Scott at this point. And it states, We stress the
7 rights provision, that is the contractual rights
8 provision they were talking about in Scott, which we
9 don't even have here.

10 So we are not even talking about a
11 legislatively created right. It was not intended to
12 bind future legislatures from prospectively altering
13 benefits which approve for future state service. To
14 hold otherwise would mean that no future legislature
15 could in any way alter future benefits of active
16 employees for future service, except for a manner
17 favorable to the employee. So we are stuck in this
18 conundrum. We have an ordinance that you amend with
19 an ordinance. And to do that, we will never be able
20 to implement a collective bargaining agreement.

21 Now, the City of Miami Beach case that Your
22 Honor is also familiar with --

23 THE COURT: Yes. I got reversed on that one
24 too.

25 MR. BAUMANN: The Miami Beach case, collective

1 bargaining was reached and it was submitted to a
2 referendum. And the Miami Beach case tells us that
3 collective bargaining, once reached, is binding. The
4 City is obliged to implement that collective
5 bargaining agreement plan.

6 If we adopt what the committee is putting forth
7 today, Your Honor, we are in a legal conundrum where
8 we have a collective bargaining agreement that is in
9 place that we are obliged to implement, but there is
10 a veto by referendum and you are now in a situation
11 just like Miami Beach. You can't implement it. The
12 Court can't overturn the collective bargaining
13 agreement. The defendants/counter-plaintiffs can't
14 overturn the collective bargaining agreement, yet we
15 are obliged to implement it. That is the other
16 reason this provision, in the City's view, needed to
17 be removed.

18 What it comes down to, pushing everything else
19 aside, the benefits here were all prospectively made,
20 just like in the Scott case, the City is acting in
21 its quasi legislative authority as the legislature
22 and it is changing the legislation moving forward.
23 And to handcuff the City and say that, You can never
24 do this, is contrary to the notion of the exercise of
25 legislative power. In that case it is a delegation

1 to another party who is not the elected legislature
2 of the City of North Miami Beach. So if we buy into
3 this argument, we are stuck in this circle.

4 You are right, Your Honor, we could terminate
5 the plan, but as it was pointed out, we can't because
6 we have collective bargaining. So we can't take any
7 action that impairs the collective bargaining
8 agreement and, yet, under their reading, we can't
9 take any action to implement the collective
10 bargaining agreement. Their position takes us in a
11 complete circle.

12 THE COURT: You know, in the Scott case it
13 wasn't that they were changing future terms of
14 retirement eligibility. It was a real, I am going to
15 reach into your pocket and take three percent out.
16 And it was affirmed. I mean, I don't know whether
17 the 50-year-old who gave up the dream job is the
18 worse scenario than having to come up with three
19 percent of your pay for until you retire, you know.

20 Yes, Mr. Sicking.

21 MR. SICKING: If I may shed some light. Scott
22 v. Williams does not involve collective bargaining.
23 The Court specifically said that no union contract
24 was before the Court.

25 MR. BAUMANN: That is true.

1 MR. SICKING: Under the Miami Beach case it was
2 the taxpayers, the citizens didn't have a right to
3 vote a referendum on pension ordinances under the
4 constitution, but the employees did. It is Article
5 1, Section 6.

6 And so what the Court of Appeals held in the
7 Miami Beach case is the right of the employees to
8 ratify, because pensions are mandatory, subject of
9 collective bargaining, the right of the employees to
10 vote to ratify the collective bargaining agreement
11 was superior to any ordinance right that the citizens
12 had by referendum. So the same here, it is the right
13 of the employees to vote under Article 1, Section 6
14 for these changes. Because pensions are a subject of
15 collective bargaining. That is what the people
16 wanted.

17 My point with this intervention is the
18 ordinance says that they got the consent of AFSCME.
19 My client is not a member of AFSCME. She is a member
20 of IUD, IUPA.

21 THE COURT: AFSCME has an affidavit that says
22 we didn't consent.

23 MR. SICKING: That is a conflict of
24 understanding. IUPA represents the dispatch, the
25 police dispatchers. They are not covered by the

1 AFSCME group, so anything they say about AFSCME,
2 including what is said in the ordinance, is
3 irrelevant. She should be carved out because there
4 is no presentation in the ordinance or anything else
5 that the IUPA, the dispatchers ever agreed to this in
6 collective bargaining or any other way.

7 And since the pensions are a mandatory subject
8 of collective bargaining, those two sections that
9 they say we are bound by, a lot of laws are that way.
10 I mean, the legislature ordinances, the cities can't
11 just change traffic laws. You can't just change what
12 crimes are. Yes, we are sort of bound up by some
13 things.

14 And Article 1, Section 6 is something the
15 people wanted in 1968, that employees would have the
16 right to negotiate with their public employer and, in
17 a sense, the individual members of the union have a
18 right to vote. And the right to vote in America is
19 very sacred. It is very sacred. And in this
20 particular instance the City took it away.

21 And as far as Ms. Camacho is concerned, as far
22 as the affidavit is concerned, there was never an
23 agreement with her union or with her to make this
24 change. And so either under the ordinance or under
25 Article 1, Section 6, at least, she should be carved

1 out.

2 THE COURT: I feel like standing up and putting
3 my hand over my heart. I agree the right to vote is
4 sacred, but we're not talking about the right to vote
5 for elected officials.

6 MR. SICKING: I understand. The right to vote
7 for a union contract is sacred. It is in Article
8 1 --

9 MR. LINN: Your Honor --

10 THE COURT: Stop. Mr. Sicking, did you finish?

11 MR. SICKING: Yes.

12 THE COURT: Yes, ma'am.

13 MS. BERIO-LEBAU: I have been itching here,
14 Your Honor, because the whole collective bargaining
15 thing really, I think, is a humongous red herring.
16 Scott v. Williams, the Court specifically made a
17 distinction between an as applied constitutional
18 argument and on its face a facial constitutional
19 argument. And they said in Scott v. Williams, there
20 is no CBA before us. This is a facial constitutional
21 statute that challenges the statute and the statute
22 on its face does not infringe upon collective
23 bargaining.

24 We have the exact same situation here. The
25 City is making it as applied argument. And that is

1 what Miami Beach was too. Miami Beach was an as
2 applied argument. The statute in Miami Beach,
3 166.021, requires approval of a whole host of
4 ordinances. This is perfectly typical to have a
5 requirement of having a vote. 166.021 says that any
6 time a city is going to make a change to its charter
7 that falls within the circumstances there, they have
8 to put it to a vote of the electorate under those
9 circumstances. The City of North Miami Beach has
10 made an as applied argument, saying, Oh, well, we
11 have a CBA with AFSCME, but they are then trying to
12 turn that into eliminating the entire provision.

13 And it is very important, I suggest, Your
14 Honor, to remember that there are employees that are
15 not represented by any union, no union at all. And
16 those employees' benefits are being changed here.
17 Those employees' benefits were folded into this
18 ordinance. They have had no representation at all.
19 They are the ones who are most protected by this
20 provision.

21 And the City of Miami Beach case talked about
22 that specifically. It said when you have
23 unrepresented employees, those employees' rights are
24 protected by these vote provisions. It is a very,
25 very similar situation here, that the ordinance on

1 its face does not infringe upon the collective
2 bargaining rights of anyone.

3 THE COURT: Let me hear --

4 MS. BERIO-LEBAU: They are trying to turn it
5 into this. They are trying to fold it into this.
6 And it is also factually not true. AFSCME did not
7 agree to this. They could never have agreed to
8 eliminate a vote provision on behalf of people they
9 don't even represent.

10 THE COURT: A technical point for the record,
11 the defendant, you are not challenging that the
12 Ordinance 2013-15 was passed, there was anything
13 wrong with the way it was passed, other than the fact
14 that it changed the two-thirds requirement; right?

15 MS. BERIO-LEBAU: I believe that the ordinance
16 was not validly passed because the ordinance was
17 not -- the condition precedent was not followed and
18 they did not follow the procedures.

19 THE COURT: Okay. But there was a first
20 reading, an announcement, publication and --

21 MS. BERIO-LEBAU: There was a first reading and
22 there was a second reading, yes.

23 THE COURT: You are not challenging the
24 technicality of anything in the ordinance, what you
25 are challenge is the substantive change as to the '98

1 provision.

2 MS. BERIO-LEBAU: No, Your Honor. I believe
3 that if the ordinance, and this is any ordinance, and
4 there is a case the City of Miami Beach v. Landsberg
5 which gives us a nice example where there there was
6 an ordinance that was passed that had a delayed
7 effectiveness. It said, We are going to pass this
8 ordinance, but there is an enabling legislation that
9 hasn't been passed yet. As soon as that enabling
10 legislation kicks in, that ordinance will be
11 effective.

12 THE COURT: My question is, are you challenging
13 anything other than the substance of that ordinance?
14 I think you wanted to mention something to the
15 counsel. Did you want to?

16 MS. BERIO-LEBAU: Procedurally, it's not the
17 benefit substance. In fact, the benefit substance, I
18 think, is sort of besides the point. It is the fact
19 they did not follow the plan terms. They did not
20 follow the ordinance. The retirement committee is
21 required to follow the ordinance. The City is
22 required to follow the ordinance. If you don't
23 follow the ordinance, you can't pass it.

24 In the case I was just talking about, it was a
25 situation where the ordinance required a

1 supermajority vote of the city council and the
2 authority. And then a subsequent city council
3 couldn't get the supermajority vote, so they went and
4 passed a new ordinance. They did exactly what the
5 City of North Miami did here. They didn't like the
6 fact that they needed a supermajority vote, they
7 ignored that one, passed a new one, and the court
8 said, No, the original ordinance was perfectly
9 effective. The original ordinance requires a
10 supermajority vote, you didn't get a supermajority
11 vote to pass the new ordinance changing the earlier
12 ordinance, therefore the new ordinance is invalid.

13 Ordinances are changed by ordinances all the
14 time. In order to pass an ordinance, you have to
15 follow the rules. Whether it is giving notice,
16 whether it is getting a condition precedent of a
17 vote, this is how things happen, you know. The
18 enabling legislation specifically says that a city
19 council is required to follow certain conditions and
20 is allowed to add additional conditions.

21 THE COURT: Last word.

22 MR. BAUMANN: If I may, Your Honor. I think
23 that council for the committee, the retirement
24 committee, actually hit on something that really
25 simplifies the case. And that is that the change to

1 the benefits, if I heard her correctly, are really
2 besides the point. The issue here was the City's
3 ability to amend its ordinance and delete a
4 procedural provision. That vote is not a benefit.
5 You don't earn the right to vote under that provision
6 by having ten years of service in, or if you have 15,
7 you get two votes, or anything like that. All right?
8 So you could almost look at this as if there was no
9 change to the benefits.

10 Let's take all that out of the equation for a
11 minute and let's just assume that the City adopted a
12 very simple ordinance that removed that provision and
13 did nothing else, said, I am going to change my
14 ordinance. Now, in the case that she talked about,
15 that counsel for the retirement committee talked
16 about, there is a supermajority requirement. They
17 didn't go back and change the requirement for the
18 super majority. They went ahead and just adopted the
19 ordinance anyway. That is the difference, Your
20 Honor.

21 In some of these cases the supermajority, or in
22 the City of Miami Beach incidents, for example, those
23 provisions are captured in a city charter or a county
24 charter or something like that. That has some
25 additional procedural change to it. Here we have a

1 simple ordinance. We have nothing more than an
2 ordinance. And take the benefits, shove them aside,
3 the question is, can the City never change this
4 ordinance? Is that what is being proposed here? The
5 next section says they could just scrap the entire
6 plan without any vote and I suppose readopt it, which
7 is foolhardy at best to have that kind of a reading.

8 But the case comes down to whether or not the
9 City can change a procedural requirement it placed in
10 a prior ordinance because it elects going forward
11 that that procedural requirement be different. That
12 is not the same as saying, I can only adopt a
13 comprehensive plan amendment change by a
14 supermajority vote and then they adopt a
15 comprehensive plan amendment change by a simple
16 majority. I would have to go back and change that
17 ordinance, and that was what was done here, and the
18 City is well within its right to do it.

19 MS. BERIO-LEBAU: Your Honor, if you are going
20 to change the ordinance, you have to follow the
21 rules.

22 THE COURT: You are repeating yourself. I am
23 going to rule in favor of the City. I find that if
24 the City has the right to terminate the plan, to
25 discontinue any of its contributions, it certainly

1 has the right to change it without the 2/3, as the
2 committee is requesting. I am not going to find that
3 they breached any fiduciary duty. I find that --

4 MR. BAUMANN: You dismissed that count, Your
5 Honor.

6 THE COURT: Okay. I didn't have that note.
7 Well, at least I am consistent.

8 MR. BAUMANN: In all fairness, Your Honor, at
9 the motion to dismiss hearing you dismissed that
10 count. We did not refile it.

11 THE COURT: Okay. I don't have then the
12 amended complaint or I don't have -- is the City
13 asking me to issue a writ of mandamus or do a
14 declaratory action or it doesn't matter?

15 MS. BERIO-LEBAU: I suggest a writ of mandamus
16 does not apply. This is clearly not administrative
17 duty.

18 THE COURT: It doesn't matter. You need to
19 draft an order, make it, please, a very simple order
20 saying that I am finding that the City had a right to
21 pass Ordinance 213-15 and that the committee has to
22 abide by its rules and provisions. And you, of
23 course, have your appropriate -- since the Third
24 District is really going to decide this case and what
25 you need is to make a decision today so you can then

1 take it up to those who know more. So thank you.

2 MR. BAUMANN: Your Honor, I will prepare an
3 order and circulate it with counsel.

4 THE COURT: I do want to thank everyone. I
5 know you did a lot of work and you worked this
6 weekend. And let's see where this goes. Thank you
7 for coming in.

8 MR. BAUMANN: Thank you, Your Honor.

9 THE COURT: All right.

10 (The hearing was concluded at 2:20 p.m.)

11 - - -

12

13

14

15

16

17

18

19

20

21

22

23

24

25

HEARING CERTIFICATE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I, ELIZABETH CORDOBA, Registered Professional Reporter, Certified Realtime Reporter, certify that I was authorized and did stenographically report the foregoing proceedings and that this transcript, pages 1 through 34, is a true record of the proceedings before the Court.

I further certify that I am not a relative, employee, attorney, or counsel for any of the parties nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

Dated this April 1, 2014.

ELIZABETH CORDOBA
Registered Professional Reporter
Certified Realtime Reporter

&	3	acting 21:20	alter 20:15
& 2:5,12,17	3.0 5:21	action 22:7,9 32:14 34:12,13	altering 20:12
1	300 2:13,18	active 20:15	amend 3:23 10:10 10:11 13:14,18 14:1 17:17,21 19:1 20:1 20:18 30:3
1 6:19 7:25 23:5,13 24:14,25 25:8 34:7 34:15	33130 1:14	actuary 5:14	amended 14:9,16 19:4 32:12
1.06 9:20	33134 2:13,19	adam 2:21	amendment 13:13 16:9 31:13,15
1.06. 9:21	33401 2:6	add 4:6 29:20	amendments 13:21
10 4:20	34 34:7	added 9:1	america 24:18
100 2:12	36 5:22	additional 29:20 30:25	amount 11:7
105 13:13	4	addressed 8:14	andrew 2:4 3:5
11th 1:1	401 11:1	administerial 32:16	announcement 27:20
1313 2:18	5	administrative 15:11	anybody 4:24 6:11
15 14:11 30:6	50 6:2 7:18,18,19 22:17	adopt 21:6 31:12,14	anymore 11:2 17:20
1500 2:6	515 2:5	adopted 18:9 19:6,7 30:11,18	anyway 30:19
166.021 26:3,5	55 4:16,17,25 5:4 6:14 7:14,18,23	adoption 18:22	appeals 23:6
18 1:15	6	advised 19:15	appearances 2:1
19 14:4	6 23:5,13 24:14,25	affect 4:23 16:11	applicable 9:18 19:9
1968 24:15	60 4:20 5:23 6:22	affidavit 23:21 24:22	applied 25:17,25 26:2,10
1989 14:5	62 4:18,20,24 5:4 6:21 7:14,23	affidavits 18:13	apply 5:9 9:12 32:16
1990 13:16 14:6,7	66 10:20 11:10	affirmed 16:6 22:16	appointed 12:7
1998 18:24	7	afscme 16:25 18:12 18:14,15 19:10 23:18,19,21 24:1,1 26:11 27:6	appropriate 32:23
1:37 1:15	73 1:14	afternoon 3:4	approval 11:10 14:3 26:3
1st 5:7,20 6:16	75 11:10	age 4:15,16,20,20,24 5:4 6:14,21,23 7:14 7:18,23 9:6	approve 16:3 20:13
2	8	ago 3:23 7:8	april 34:15
2.5 5:20 8:4	89-19 14:8	agree 25:3 27:7	argument 8:11 18:23 22:3 25:18,19 25:25 26:2,10
2/3 10:20,21 11:11 18:5,10,20 19:1 32:1	9	agreed 11:6,8 24:5 27:7	article 23:4,13 24:14 24:25 25:7
20 4:17,25 5:4 6:6 6:11,15 7:14,24	98 14:11,13 27:25	agreement 19:8 20:20 21:5,8,13,14 22:8,10 23:10 24:23	aside 21:19 31:2
2011 8:22	98-2 11:5 14:9	agreements 16:20 17:6 19:23	asked 3:11 11:17,18
2013 5:7,20 6:16,19 7:25 14:11 16:2	a	ahead 9:24 11:16 30:18	asking 32:13
2013-15 19:6 27:12	abaumann 2:7	allowed 29:20	assume 6:5 16:22 30:11
2013-34654 1:3	abide 32:22		attained 7:12
2014 1:15 34:15	ability 30:3		attempt 18:4
213-15 4:14 32:21	able 6:17,18 7:20 20:19		attention 11:22
25 4:21 6:22	absolutely 16:12 17:25		
2:20 1:15 33:10	account 11:1		
	accrued 4:22 5:5 6:16 7:21		

<p>attorney 2:15 34:10 34:12 attorneys 2:3,9 authority 13:14 19:20 21:21 29:2 authorized 34:5</p>	<p>11:15 12:6,18,22 13:4,12 14:5,14,21 15:14,19,23 16:8,16 16:24 17:5,10,15 25:13 27:4,15,21 28:2,16 31:19 32:15</p>	<p>challenges 25:21 challenging 27:11 27:23 28:12 change 5:2 7:5 9:5,6 13:11,23 14:19,22 18:9 24:11,11,24 26:6 27:25 29:25 30:9,13,17,25 31:3 31:9,13,15,16,20 32:1 changed 5:22 26:16 27:14 29:13 changes 4:15,23 5:6 5:16,18 7:16,21 8:20,22 9:3,10 10:10 11:5 14:24 15:21 17:18 19:12 23:14 changing 15:17 16:3 21:22 22:13 29:11 charter 26:6 30:23 30:24 chose 16:8 circle 18:24 22:3,11 circuit 1:1,1,19 circular 15:24 circulate 33:3 circumstances 13:25 14:1 26:7,9 cities 24:10 citizens 23:2,11 city 1:5 3:6 4:13 5:13,25 9:19 10:4,5 10:7,10,11,16,16,24 11:16,21 12:3,7,8 12:20,23 13:9,14,21 13:25 14:12,16 15:25 16:6,14 17:11 17:17 18:4,7,9,10 18:11,20,25 19:5,15 19:18 20:2,21 21:4 21:20,23 22:2 24:20 25:25 26:6,9,21 28:4,21 29:1,2,5,18 30:11,22,23 31:3,9</p>	<p>31:18,23,24 32:12 32:20 city's 21:16 30:2 civil 1:2 clause 19:24 clearly 32:16 client 23:19 cola 9:1 collective 16:17 17:5 18:11,12,14,16 19:8 19:15,20,22 20:20 20:25 21:3,4,8,12 21:14 22:6,7,9,22 23:9,10,15 24:6,8 25:14,22 27:1 come 17:11 22:18 comes 21:18 31:8 comfortable 9:23 coming 33:7 commission 8:12 13:5 14:13 16:1 18:10 20:2 commissioner 13:2 13:2 commissions 14:12 committee 1:8 3:8 11:17,18,19 12:2,6 12:8 13:22 14:16 21:6 28:20 29:23,24 30:15 32:2,21 complaint 32:12 complete 22:11 completely 7:15 comprehensive 31:13,15 concerned 24:21,22 concluded 33:10 condition 5:9 27:17 29:16 conditions 4:25 7:14 29:19,20 conflict 23:23 conley 2:21 3:16 connected 34:12</p>
<p>b</p>	<p>best 12:4 31:7 beyond 6:19 big 16:23 18:24 bind 20:12 binding 21:3 black 19:3 blah 10:4,4,4 blvd 2:18 bound 14:12 17:21 24:9,12 breached 32:3 bring 10:17 buy 22:2</p>	<p>ca08 1:3 camacho 2:15 3:11 3:13,15 24:21 camacho's 4:11 captured 30:23 cardonne 1:19 carved 24:3,25 case 1:3 4:4 9:15 14:19 19:6 20:4,21 20:25 21:2,20,25 22:12 23:1,7 26:21 28:4,24 29:25 30:14 31:8 32:24 cases 30:21 cause 1:18 cba 25:20 26:11 certain 15:8 29:19 certainly 5:13 31:25 certificate 34:1 certified 34:4,21 certify 34:5,9 chait 2:17 challenge 9:4 27:25</p>	<p>c</p>
<p>b 2:23 back 13:9 14:4 17:12 30:17 31:16 bad 6:12 14:20 17:12 bargaining 16:17 17:5 18:11,12,14,16 19:8,16,21,22 20:20 21:1,3,5,8,12,14 22:6,7,10,22 23:9 23:10,15 24:6,8 25:14,23 27:2 based 6:20 basis 15:7 baumann 2:4 3:4,5 4:5 18:6 20:25 22:25 29:22 32:4,8 33:2,8 beach 1:5 2:6 3:6 9:10 12:11,25 20:21 20:25 21:2,11 22:2 23:1,7 26:1,1,2,9,21 28:4 30:22 behalf 2:3,9,15 3:5,8 27:8 believe 5:22 7:2 27:15 28:2 benefit 5:5,18 6:15 6:20 7:20,22 8:1,4 18:17 28:17,17 30:4 benefits 4:22 5:7 19:14 20:13,15 21:19 26:16,17 30:1 30:9 31:2 berio 2:10 3:7,7 4:10 7:4 9:14,22 10:1,11,14,18 11:3</p>	<p>best 12:4 31:7 beyond 6:19 big 16:23 18:24 bind 20:12 binding 21:3 black 19:3 blah 10:4,4,4 blvd 2:18 bound 14:12 17:21 24:9,12 breached 32:3 bring 10:17 buy 22:2</p>	<p>ca08 1:3 camacho 2:15 3:11 3:13,15 24:21 camacho's 4:11 captured 30:23 cardonne 1:19 carved 24:3,25 case 1:3 4:4 9:15 14:19 19:6 20:4,21 20:25 21:2,20,25 22:12 23:1,7 26:21 28:4,24 29:25 30:14 31:8 32:24 cases 30:21 cause 1:18 cba 25:20 26:11 certain 15:8 29:19 certainly 5:13 31:25 certificate 34:1 certified 34:4,21 certify 34:5,9 chait 2:17 challenge 9:4 27:25</p>	<p>c</p>

<p>consent 13:24 23:18 23:22 consider 11:18 consideration 4:8 consistent 32:7 constitution 23:4 constitutional 25:17 25:18,20 consulting 5:14 contract 8:13,15,19 14:23 15:7,8 16:21 22:23 25:7 contract's 9:4 contractual 16:20 20:7 contrary 21:24 contribution 9:2 contributions 10:6 31:25 conundrum 20:18 21:7 copies 3:25 coral 2:13,19 cordoba 34:3,20 correct 9:8 11:12 16:4,7 correctly 30:1 council 11:21 12:3,8 12:20,20,23 13:5 29:1,2,19,23 counsel 28:15 30:15 33:3 34:10,12 count 32:4,10 counter 21:13 county 1:1 30:23 couple 3:17 course 6:11 32:23 court 1:1,19 3:2,12 3:14,18,21,25 4:3 4:11,19 5:11,15,25 6:23 7:1,3,9,17 8:7 8:10,17,21 9:3,5,13 9:19,23 10:3,13,16 10:19 11:12,25 12:11,15,17,21,25</p>	<p>13:8 14:4,11,18,18 15:13,16,22,24 16:13,19 17:4,7,11 18:4 20:23 21:12 22:12,23,24 23:6,21 25:2,10,12,16 27:3 27:10,19,23 28:12 29:7,21 31:22 32:6 32:11,18 33:4,9 34:8 courthouse 1:13 covered 23:25 crafted 9:11 created 20:11 crimes 24:12 cross 4:8 crucial 8:11 current 4:24 5:3 7:23 8:24 14:6 15:20</p>	<p>delivery 10:4 described 7:7 despite 11:20 difference 30:19 different 15:9 31:11 disagree 9:14 11:4 discontinue 31:25 discontinued 10:6 discussion 15:24 dismiss 32:9 dismissed 32:4,9 dispatch 23:24 dispatchers 23:25 24:5 disrespectful 12:1 distinction 25:17 district 32:24 division 1:2 doing 11:2 12:17 14:24 15:6,24 18:21 draft 32:19 dream 6:2 22:17 drive 2:5 drop 5:21,24 duty 32:3,17</p>	<p>eligible 17:2 eliminate 16:7,15 27:8 eliminated 8:25 eliminating 26:12 elizabeth 34:3,20 ely 1:19 employed 5:11 employee 3:19 4:6 6:1,6 9:2 12:9 20:17 34:10,11 employees 1:8 4:4 4:22 5:3,9 7:6 9:11 9:21 11:4,6,14 13:6 15:8 16:11,24 17:1 20:16 23:4,7,9,13 24:15 26:14,16,17 26:23,23 employer 24:16 enabling 28:8,9 29:18 enacted 4:14 ends 16:22 17:7 entire 16:7,15 26:12 31:5 equation 30:10 error 3:24 esq 2:4,4,10,11,11 2:17 essentially 8:6 19:21 everybody 10:8 exact 25:24 exactly 29:4 example 8:3 11:11 20:4 28:5 30:22 exercise 21:24 exhibit 10:2 18:19 exhibits 2:24</p>
	<p>d</p>		
	<p>dade 1:1,13 date 5:3,5,6,8 6:21 7:23 dated 34:15 days 3:17 de 2:18 dealing 9:16 decide 17:16,19 32:24 decision 32:25 declaratory 32:14 decrease 11:9 decreased 11:10 defendant 1:9 27:11 defendants 2:9 21:13 delay 4:7 delayed 28:6 delegation 19:19 21:25 delete 30:3 deleting 19:16</p>	<p>e</p>	
		<p>e 2:23 earlier 29:11 earn 30:5 earned 5:8 7:21 9:12 effective 5:6 28:11 29:9 effectiveness 28:7 either 6:21 10:23 24:24 elect 12:3,12 13:1,2 13:6,8 elected 12:2,3,14,19 12:21 13:6 18:7 22:1 25:5 electorate 26:8 elects 31:10 eligibility 7:12 8:2 22:14</p>	<p>f</p>
			<p>face 25:18,22 27:1 facial 25:18,20 fact 4:6 11:13,20,23 13:6 27:13 28:17,18 29:6</p>

<p>factually 27:6 fairness 32:8 falls 26:7 familiar 20:22 far 24:21,21 favor 16:5 31:23 favorable 20:17 feel 25:2 felt 19:18 fiduciary 32:3 fifth 12:10 figure 5:12 filed 3:22 financially 34:13 find 10:1 31:23 32:2 32:3 finding 16:5 32:20 finish 25:10 first 4:23 11:16 27:19,21 five 6:5,7,7 7:2,3,4 8:5 13:19 17:8 fl 1:14 2:6,13,19 flagler 1:14 2:5 florida 1:1 8:17,19 8:23 9:2,5 10:23 14:19 fold 27:5 folded 26:17 folks 4:25 19:10 follow 10:12 13:18 15:19 17:22 18:2 19:17 27:18 28:19 28:20,21,22,23 29:15,19 31:20 followed 14:15 27:17 following 3:1 13:15 14:2,17 18:12 follows 17:18 foolhardy 31:7 foregoing 34:6 forever 14:12 forget 10:24 16:2</p>	<p>forth 21:6 forward 21:22 31:10 four 3:25 13:8 frankly 4:6 8:13 frs 9:16 14:24 15:3,9 full 5:5 6:15 7:20,21 further 34:9 future 5:19,23,24 9:1,12 14:12 16:21 17:7 20:12,13,14,15 20:16 22:13</p> <p style="text-align: center;">g</p> <p>g 18:19 gables 2:13,19 general 1:8 9:10,21 16:24 getting 29:16 gillman 2:11 3:9 gisela 1:19 gives 28:5 giving 29:15 go 6:4 9:24 10:8,8,9 10:25 13:9,11 14:11 16:7,9,14 19:1 30:17 31:16 goes 14:4 20:3 33:6 going 4:6 6:12 10:20 12:4 16:3 17:13 18:15 19:17 22:14 26:6 28:7 30:13 31:10,19,23 32:2,24 good 3:4 grandfather 7:9 grandfathered 5:1 7:11,15 granted 4:12 group 17:1 24:1 groups 16:11 guys 10:24 12:12</p> <p style="text-align: center;">h</p> <p>h 2:23 half 17:10</p>	<p>hand 25:3 handcuff 21:23 handcuffed 20:2 happen 29:17 happened 11:15 happens 16:6 happily 6:9 hear 27:3 heard 30:1 hearing 1:18 2:24 32:9 33:10 34:1 heart 25:3 heck 15:2 held 8:17 23:6 herring 25:15 hey 17:12 hit 6:21 29:24 hold 20:14 home 10:8 honor 3:4 4:5,18 8:16 9:9 11:3,16 12:13 17:16,23 18:6 18:23 20:5,22 21:7 22:4 25:9,14 26:14 28:2 29:22 30:20 31:19 32:5,8 33:2,8 honor's 4:8 honorable 1:19 hopefully 4:12 host 26:3 humongous 25:15 hurt 8:21</p> <p style="text-align: center;">i</p> <p>ignored 29:7 illegally 11:25 impact 7:6 impairment 8:13,15 8:18 9:3 impairs 22:7 implement 20:20 21:4,9,11,15 22:9 important 5:16 26:13</p>	<p>incidents 30:22 including 8:24 24:2 increase 11:7 individual 24:17 infringe 25:22 27:1 instance 24:20 intended 20:11 interest 10:21 12:5 interested 34:13 interfered 19:20 intervene 3:17 4:11 intervenor 2:15 3:11 intervention 23:17 invalid 18:3 19:19 29:12 involve 22:22 irrelevant 24:3 irrevocably 20:1 issue 11:13 18:5 30:2 32:13 issues 16:17 itching 25:13 iud 23:20 iupa 17:1 19:11 23:20,24 24:5 ivelisse 2:10 3:7</p> <p style="text-align: center;">j</p> <p>j 2:4 james 2:4 jim 3:5 job 6:2,3 10:25 22:17 judge 1:19 judgment 4:9 judicial 1:1 jurisdiction 1:2</p> <p style="text-align: center;">k</p> <p>k 11:1 key 14:9 kicks 28:10 kind 31:7 kinds 8:19 19:22</p>
--	---	---	--

<p>knew 18:19 know 4:5 6:4 8:12 8:17,21 10:3,15 11:1 17:16 19:3 22:12,16,19 29:17 33:1,5</p>	<p>9:8 17:9 25:9 list 13:25 live 6:9 llw 2:7 long 4:7 6:1,6 7:6,7 10:12 17:23 longest 17:7 longman 2:5 look 11:5 30:8 looking 9:21 15:3,4 lost 11:23 lot 24:9 33:5 lots 8:25</p>	<p>michael 2:11 3:9 mile 2:12 minute 30:11 miracle 2:12 misread 11:13 money 10:25 months 5:22,23 motion 3:16,21 4:11 32:9 motions 4:8 move 6:3 moving 21:22 multiple 16:11 multiplier 5:19 7:22 8:5 municipal 15:11 municipality 15:1</p>	<p>o</p> <p>object 4:9 18:18 objection 4:10 objections 4:3 obliged 21:4,9,15 obviously 20:5 occasions 8:18 occurred 5:16 october 5:7,20 6:16 6:19 7:25 offered 6:2 office 17:14 officials 25:5 oh 26:10 okay 3:18 5:25 8:7,9 9:13,23 10:13 13:8 13:17,23 15:22 27:19 32:6,11 old 4:15 6:2 7:18,19 18:8 22:17 once 16:6 21:3 ones 26:19 order 4:21 15:20 29:14 32:19,19 33:3 ordinance 4:14,19 4:21 5:1,17 6:9 7:9 7:11 10:7 11:6 12:24 14:5,7 15:15 15:16,20 17:24 18:3 18:8,8,8,22,25 19:4 19:5,6,15,18,25 20:1,18,19 23:11,18 24:2,4,24 26:18,25 27:12,15,16,24 28:3 28:3,6,8,10,13,20,21 28:22,23,25 29:4,8 29:9,11,12,12,14 30:3,12,14,19 31:1 31:2,4,10,17,20 32:21 ordinances 15:10 23:3 24:10 26:4 29:13,13</p>
<p>i</p>	<p>m</p>	<p>n</p>	
<p>landsberg 28:4 language 13:12 14:24 15:4,5 law 8:19 15:11,12 19:3 law.com 2:7 laws 14:14 24:9,11 lebau 2:10 3:7,7 4:10 7:4 9:14,22 10:1,11,14,18 11:3 11:15 12:6,18,22 13:4,12 14:5,14,21 15:14,19,23 16:8,16 16:24 17:5,10,15 25:13 27:4,15,21 28:2,16 31:19 32:15 legal 21:7 legislation 21:22 28:8,10 29:18 legislative 19:19 20:3 21:21,25 legislatively 20:11 legislature 14:21 15:6 19:5 20:14 21:21 22:1 24:10 legislatures 20:12 legitimate 15:15,17 15:20 17:24 leon 2:18 letter 19:3 lewis 2:5 light 19:21 22:21 limitations 13:15 limits 16:19 linn 2:4 3:5 4:17,20 5:13,18 6:14,25 7:2 7:5,11,19 8:9,15,22</p>	<p>ma'am 25:12 majority 30:18 31:16 making 25:25 mandamus 32:13,15 mandatory 23:8 24:7 manner 20:16 march 1:15 margins 11:24 marked 2:24 mathematician 5:11 matter 32:14,18 maximum 5:21 mayor 13:3 mean 9:9 12:2 15:2 16:20 20:14 22:16 24:10 member 23:19,19 members 8:24,24 12:14,19,20,22 13:1 13:1,4,5 19:9 24:17 membership 10:17 mention 28:14 miami 1:1,5,13,14 3:6 9:10 12:11,25 20:21,25 21:2,11 22:2 23:1,7 26:1,1,2 26:9,21 28:4 29:5 30:22</p>	<p>need 3:25 8:12 17:22 32:18,25 needed 21:16 29:6 negotiate 24:16 never 10:20 11:4,17 20:19 21:23 24:22 27:7 31:3 new 4:19 5:8,16 6:21 8:1 15:16 18:22 19:17 29:4,7 29:11,12 nice 28:5 nichole 2:15 3:10,13 3:14,18 night 10:25 normal 5:2,8 6:21 7:13,23 8:1 north 1:5 2:5 3:6 9:10 12:11,25 22:2 26:9 29:5 note 32:6 notice 1:20 29:15 notified 18:18,19 notion 20:3 21:24</p>	

<p>original 3:22 29:8,9 overturn 21:12,14</p>	<p>person 12:10 piece 7:25 pl 2:17 place 13:16 21:9 placed 31:9 plaintiff 1:6 2:3 plaintiffs 21:13 plan 4:1 5:6 9:11,19 9:19,20,20 10:3,5,6 10:8,12,15 13:10,15 13:16,17,18 14:1,6 14:6,7,15,17 16:7 16:25 17:17,20,21 17:25 18:9 19:1 21:5 22:5 28:19 31:6,13,15,24 please 3:3 32:19 pocket 22:15 point 6:11,18 16:21 20:6 23:17 27:10 28:18 30:2 pointed 22:5 police 16:22,23 17:2 23:25 ponce 2:18 popular 17:13 position 16:5 22:10 potentially 16:17 power 20:3 21:25 precedent 27:17 29:16 prepare 33:2 present 2:20 presentation 24:4 preservation 9:16 14:23 preserve 4:22 presumed 18:2 principals 9:8 prior 7:21 20:2 31:10 private 11:1,1 procedural 30:4,25 31:9,11</p>	<p>procedurally 28:16 procedure 13:14 procedures 10:12 14:17 27:18 proceedings 3:1 34:6,8 process 18:21,22 professional 34:4,20 prohibited 14:23 propose 16:9 proposed 31:4 prospective 19:14 prospectively 9:12 10:10 20:12 21:19 protected 26:19,24 provided 5:2 provides 4:21 provision 9:17 14:8 15:7 18:25 19:16,17 20:7,8 21:16 26:12 26:20 27:8 28:1 30:4,5,12 provisions 14:9 19:7 26:24 30:23 32:22 public 24:16 publication 27:20 pursuant 1:20 pushing 21:18 put 10:25 11:13,18 11:20,22 13:16 18:15 26:8 putting 21:6 25:2</p>	<p>reached 4:24 7:14 8:5 21:1,3 read 4:12 13:12 19:8 20:5,5 reading 11:17 22:8 27:20,21,22 31:7 readopt 31:6 real 22:14 really 7:6 8:10,13 25:15 29:24 30:1 32:24 realtime 34:4,21 reason 18:6 21:16 recall 5:15 record 27:10 34:7 red 25:15 referendum 18:10 19:2 21:2,10 23:3 23:12 refile 32:10 registered 34:3,20 relative 34:9,11 remember 26:14 remind 4:13 remove 18:7 removed 21:17 30:12 repeating 31:22 report 34:6 reporter 34:4,4,20 34:21 represent 12:4,15 27:9 representation 26:18 representatives 12:9 13:7 represented 17:1 26:15 represents 23:24 requested 11:21 requesting 32:2 required 18:9 28:21 28:22,25 29:19</p>
<p>p</p>			
<p>p.a. 2:5,12 p.m. 1:15,15 33:10 pages 34:7 paid 11:21 palm 2:6 paris 6:4 10:9 part 19:10 participants 14:3 participate 17:3 participating 4:4 participation 5:22 particular 10:15 14:8 24:20 parties 34:10,11 party 22:1 pass 10:19 28:7,23 29:11,14 32:21 passed 10:23 12:23 27:12,13,16 28:6,9 29:4,7 passes 6:10 pattern 4:7 pay 22:19 paychecks 11:8 pension 23:3 pensions 23:8,14 24:7 people 5:23 12:2,4,7 12:7,11,23 23:15 24:15 27:8 percent 5:20,21 6:8 7:22 8:4 9:2 11:8,10 22:15,19 percentage 11:9 perfect 11:11 20:4 perfectly 15:14,17 15:20 17:24 26:4 29:8 period 5:21 6:20 7:24</p>			
		<p>quasi 21:21 question 5:25 12:1 13:9 15:13 16:13,14 28:12 31:3</p>	
		<p>r</p>	
		<p>raised 8:16 ratify 23:8,10 rating 11:10 reach 8:1 19:22 22:15</p>	

<p>requirement 18:7 26:5 27:14 30:16,17 31:9,11 requires 26:3 29:9 respect 5:7 9:15 15:8 result 5:16 retire 5:3 6:5,8,14 7:20 9:7 22:19 retired 6:18 retirement 1:8 3:8 4:1,15,16,25 5:2,4,8 6:21 7:13,23 8:2,11 8:20,23 9:6,11,20 10:25 11:17,18,19 12:2,6,8 13:22 14:6 14:15 15:18 16:1,15 22:14 28:20 29:23 30:15 retroactive 13:22 reversed 20:23 richard 2:17 3:10 right 10:24 13:3,10 13:11 18:23 19:24 20:11 22:4 23:2,7,9 23:11,12 24:16,18 24:18 25:3,4,6 27:14 30:5,7 31:18 31:24 32:1,20 33:9 rights 9:17 14:23 15:8 20:7,7 26:23 27:2 robert 2:11 3:9 12:16 rule 16:4 31:23 rules 13:11,18,23 14:2,20,22 15:18 17:19,22,23 29:15 31:21 32:22</p>	<p>sad 14:20 saying 7:17 26:10 31:12 32:20 says 6:10 13:14,22 13:25 15:7,17 17:11 18:25 23:18,21 26:5 29:18 31:5 scenario 22:18 scheme 16:15 scope 9:15 scott 14:19 20:4,5,6 20:8 21:20 22:12,21 25:16,19 scrap 31:5 scrivener's 3:24 second 27:22 section 9:20,21 13:13,13 23:5,13 24:14,25 31:5 sections 24:8 see 33:6 sense 24:17 service 4:17 5:4,19 5:19 6:15,20,24 7:6 8:25 9:1,12 20:13 20:16 30:6 seven 6:10 shed 22:21 shove 31:2 show 18:18 shown 18:13 sicking 2:17,17 3:10 3:10,13,20,22 4:2 22:20,21 23:1,23 25:6,10,11 side 19:14 significant 4:14 similar 26:25 simple 30:12 31:1 31:15 32:19 simplifies 29:25 single 14:25 sit 9:25 sits 19:5</p>	<p>situation 15:9 21:10 25:24 26:25 28:25 situations 13:19 six 13:19 slightly 9:14 soon 28:9 sorry 6:10 sort 24:12 28:18 specific 15:3,4,5 specifically 5:1 9:16 22:23 25:16 26:22 29:18 stake 14:10 stand 10:1 standing 9:24 25:2 state 10:9,22 14:18 15:1 20:13 states 19:18,24 20:6 statute 9:17 15:3,4 25:21,21,21 26:2 stay 6:4,7 stenographically 34:5 stop 15:5 25:10 story 17:14,15 street 1:14 stress 20:6 stuck 20:17 22:3 subject 13:15 19:11 23:8,14 24:7 submit 18:20 submitted 4:13 21:1 subsequent 29:2 substance 28:13,17 28:17 substantive 27:25 sugarman 2:11,12 3:9 12:13,16,16 suggest 26:13 32:15 suite 2:6,13,18 summary 4:9 super 30:18 superior 23:11 supermajority 29:1 29:3,6,10,10 30:16</p>	<p>30:21 31:14 suppose 31:6 supposedly 12:3 supreme 8:17 9:3 14:18 surplusage 19:21 susskind 2:12 sweeping 16:10 system 8:23 9:6</p>
<p>s</p>			<p>t</p>
<p>s 2:23 sacred 24:19,19 25:4,7</p>			<p>t 2:23 table 17:12 take 18:5 22:6,9,15 30:10 31:2 33:1 taken 10:22 takes 18:23 22:10 talked 18:1 26:21 30:14,15 talking 15:10,10,11 20:8,10 25:4 28:24 taxpayers 23:2 technical 11:25 27:10 technicality 27:24 technically 16:16 tell 3:2 6:12 10:8 tells 21:2 ten 6:12,25 30:6 terminate 10:8 13:10 17:20 22:4 31:24 terminated 10:3,5,7 termination 9:20 terms 8:11 13:17 14:7,14 17:4,25 22:13 28:19 thank 12:17 33:1,4 33:6,8 thing 10:14 15:6 19:13 25:15 things 8:23 19:7 24:13 29:17 think 3:16,25 18:24 25:15 28:14,18</p>

<p>29:22 third 32:23 thirds 27:14 three 6:8 7:22 9:1 17:8,9,10 22:15,18 time 3:22 6:1,6 7:8 10:4 16:19 17:23 26:6 29:14 times 8:5 today 17:8 21:7 32:25 told 14:21 18:14 totally 15:9 touby 2:17 traffic 24:11 transcript 34:7 true 12:19 22:25 27:6 34:7 trustee 13:24 trustee's 13:24 trying 26:11 27:4,5 tuesday 1:15 turn 26:12 27:4 two 8:3,5,18,23 12:7 12:7,9,13,19,19 13:4 14:9 19:6 24:8 27:14 30:7 typical 26:4</p>	<p>valid 18:2 validly 27:16 various 13:25 19:12 vested 7:7 vesting 6:23 7:5 veto 21:10 view 21:16 vote 10:20,21,22 11:4,9,19,20,22,23 13:20 15:25 16:1 18:5,10,17,21 19:1 23:3,10,13 24:18,18 25:3,4,6 26:5,8,24 27:8 29:1,3,6,10,11 29:17 30:4,5 31:6 31:14 voted 11:14 17:14 voters 12:25 votes 30:7 vs 1:7</p>	<p>worked 6:19 8:3 33:5 worse 22:18 writ 32:13,15 wrong 6:13 8:8 11:12 17:25 27:13</p>
<p style="text-align: center;">u</p>	<p style="text-align: center;">w</p>	<p style="text-align: center;">x</p>
<p>understand 25:6 understanding 23:24 union 16:23 17:2 19:10,11 22:23 24:17,23 25:7 26:15 26:15 unions 16:18 unrepresented 26:23 upheld 9:3</p>	<p>w 1:14 2:4 walker 2:5 want 8:7 15:23 17:19,21 28:15 33:4 wanted 14:25 23:16 24:15 28:14 wants 15:2 17:17 way 9:11 17:18 18:1 20:15 24:6,9 27:13 weekend 33:6 welcome 9:24 went 5:20,24 11:16 15:25 16:1 29:3 30:18 west 2:6 wide 11:24 16:10 williams 9:15 22:22 25:16,19 win 16:14 withheld 11:7 word 29:21 work 6:10 10:9,9 33:5</p>	<p>x 2:23</p>
<p style="text-align: center;">v</p>	<p style="text-align: center;">y</p>	<p>year 7:18,19 22:17 years 4:17,20,21 5:4 6:2,5,6,7,8,10,11,15 6:19,22,24,25 7:2,3 7:14,24 8:3,3,5,6 14:11 17:8,9,10 30:6</p>
<p>v 22:22 25:16,19 28:4</p>		