

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

CASE NO. 48-2005-CA-003677-O
Division 43 (Business Court)

THOMAS G. RHODEN, TOBY K.
CHAPMAN, MATTHEW E. TYLER, ALBA
T. HALL, JR., WILLIAM B. ROBERTSON,
FREDERICK E. LAKE, JR., DEBRA J.
CRAWLEY, and LARRY D. CRUMBLEY,

Plaintiffs,

-vs-

ORLANDO FIREFIGHTERS PENSION
BOARD OF TRUSTEES a/k/a BOARD OF
TRUSTEES OF THE CITY OF ORLANDO
FIREFIGHTERS PENSION FUND; THE CITY
OF ORLANDO, a Florida Municipality; THE
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 1365; JAMES
REYNOLDS; ARMANDO S. BEVELACQUA;
GREGORY A. HOGGATT; JOHN M. MILLER;
MARK W. OAKES; and RICHIARD E. WALES;

Defendants.

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CLERK OF COURT
ORANGE COUNTY FLORIDA

FINAL DECLARATORY JUDGMENT ON PLAINTIFFS'
THIRD AMENDED COMPLAINT

This cause having come before the court pursuant to a mediation agreement entered into by the parties, and the court being otherwise fully advised in the premises, enters the following final declaratory judgment:

1. As to Count I in which Plaintiff Chapman alleged violations of Chapter 175, Florida Statutes, the court finds that Plaintiff Chapman voluntarily dismissed Count I on February 23, 2007. Section 175.061(5), Florida Statutes, in pertinent part, provides:

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"In any judicial proceeding ... brought under or pursuant to the provisions of this chapter, the prevailing party shall be entitled to recover the costs thereof, together with reasonable attorney's fees".

However, as to their costs and attorneys' fees incurred in connection with the defense of Count I, Defendants have agreed in this case to waive their right to recover those costs and attorneys' fees that they otherwise would have been entitled to recover.

2. In connection with Count II in which Plaintiffs Crawley and Crumbley seek declaratory relief regarding Chapter 175, Florida Statutes, the court finds:

a. Plaintiffs Crawley and Crumbley are not entitled to cost of living increases since they retired or separated from the Orlando Fire Department after October 1, 2000 with less than 20 years of actual service.

b. That eligibility for cost of living benefits coverage under the Orlando Firefighters Pension Plan is based upon length of service and is not contrary to Section 175.333, Florida Statutes (1999).

c. That Chapter 2000-448, Laws of Florida, did not unlawfully divest Plaintiffs Crawley and Crumbley from any vested rights to receive cost of living increases or a refund of their COLA contributions.

d. That the cost of living benefits provisions provided in the Orlando Firefighters Pension Plan do not violate the minimum benefits and minimum standards requirements of Chapter 175, Florida Statutes (1999).

e. Section 175.061(5), Florida Statutes, in pertinent part, provides:

"In any judicial proceeding ... brought under or pursuant to the provisions of this chapter, the prevailing party shall be entitled to recover the costs thereof, together with reasonable attorney's fees".

However as to their costs and attorneys' fees incurred in connection with their defense of Count II, Defendants have agreed in this case to waive their right to recover those costs and attorneys' fees that they otherwise would have been entitled to recover.

3. As to Count III:

a. Plaintiffs Rhoden, Chapman, Tyler, Hall and Robertson are not entitled to receive cost of living increases or a refund of their COLA contributions pursuant to the terms of the pension plan as it existed at the time of each of their retirements.

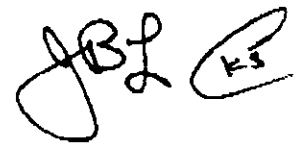
b. No actions by the City and IAFF 1365 in negotiating and implementing the cost of living benefits violates City of Orlando Charter, Chapter 57; or the collective bargaining agreement between the City and IAFF 1365.

c. Plaintiffs Lake, Crawley and Crumbley are not entitled to receive cost of living benefits or a refund of their COLA contributions either under the terms of the pension plan as it existed prior to October 1, 2000, or under the terms of the pension plan as it existed on or after October 1, 2000.

d. The failure of the pension board to pay COLA benefits to each of the Plaintiffs or the failure to refund COLA contributions made by the Plaintiffs does not violate the equal protection clauses of the United States Constitution and the Florida Constitution.

e. The failure of the pension board to pay COLA benefits to each of the Plaintiffs or the failure to refund COLA contributions made by the Plaintiffs does not violate Article I, Section 2 of the Florida Constitution.

f. The failure of the pension board to pay COLA benefits to each of the Plaintiffs or the failure to refund COLA contributions made by the Plaintiffs does not



violate the due process clauses of the United States Constitution and the Florida Constitution.

g. That neither Chapter 88-518, Laws of Florida, nor Chapter 89-459, Laws of Florida, nor Chapter 2000-448, Laws of Florida, violate the provisions of the United States Constitution or the Florida Constitution.

h. That the City of Orlando has not manipulated and/or exerted undue or improper influence over the Board of Trustees concerning the COLA benefit.

4. As to Count IV:

a. Plaintiffs Rhoden, Chapman, Tyler, Hall and Robertson are not entitled to cost of living increases or a refund of their COLA contributions pursuant to the terms of Chapter 88-518, Laws of Florida, or Chapter 89-459, Laws of Florida, which special acts created and amended Section 19 of the Fire Pension Plan.

b. That Plaintiffs Lake, Crawley and Crumbley are not entitled to cost of living increases or a refund of their COLA contributions either pursuant to Chapter 88-518, Laws of Florida, Chapter 89-459, Laws of Florida, or Chapter 2000-448, Laws of Florida, which special acts created and amended Section 19 of the Fire Pension Plan.

5. As to Trustees' Motion for Costs and Attorney's Fees Pursuant to Fla. R. Civ. P. 1.525 served on October 9, 2006, Section 175.061(5), Florida Statutes, in pertinent part, provides:

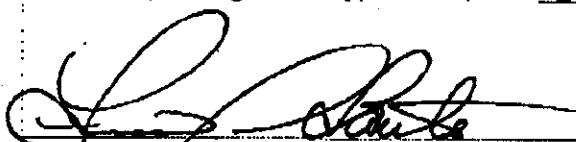
"In any judicial proceeding ... brought under or pursuant to the provisions of this chapter, the prevailing party shall be entitled to recover the costs thereof, together with reasonable attorney's fees".

However, Defendants have agreed in this case to waive their right to recover those costs and attorneys' fees that they otherwise would have been entitled to recover.

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6. Because Defendants have agreed to waive their right to recover their costs and attorneys' fees pursuant to Section 175.061(5), Florida Statutes, in this case, the court orders that each party shall bear their own costs and attorneys' fees incurred in this litigation.

DONE AND ORDERED in Chambers at Orlando, Orange County, Florida, this 13 day of Dec., 2007.


FREDERICK J. LAUTEN
Circuit Court Judge

I CERTIFY
on this 13 Day of DECEMBER 2007.
Copies furnished to:
By FAX → US MAIL PLAINIFF'S COUNSEL
Kevin S. Cannon

Law Office of Kevin Cannon, P.A.
P. O. Box 3151
Orlando, FL 32802-3151
Attorney for Plaintiffs

James B. Loper
Landmark Office Center
14310 N. Dale Mabry Hwy., Suite 290
Tampa, Florida 33618-2059
Attorney for the Orlando Firefighters Pension
Board of Trustees a/k/a Board of Trustees of
the City of Orlando Firefighters Pension Fund

Amanda J. Green, Assistant City Attorney
400 S. Orange Avenue, 3rd Floor
P. O. Box 4990
Orlando, FL 32802-4990
Attorney for City of Orlando and certain individual Defendants

Tobe M. Lev, Eagan
Lev & Siwica
P. O. Box 2231
Orlando, FL 32802-2231
Attorney for IAFF 1365

STATE OF FLORIDA, COUNTY OF ORANGE, I HEREBY CERTIFY
that the above and foregoing are true and correct to the best of my knowledge and belief.
Date DEC 13 2007 By Corinne Perry
