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UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
OCALA DIVISION

JAMES HOMONAI and  
RITA HOMONAI,

Plaintiffs,

-vs-

CASE NO.: 5:16-cv-610-oc-30PRL

THE CITY OF FRUITLAND  
PARK, a Florida municipal  
corporation, STEVEN  
FOSTER and JARED CRENSHAW,

Defendants.

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THE CITY OF FRUITLAND PARK SHADE MEETING  
ATTORNEY/CLIENT

HELD BEFORE THE CITY OF FRUITLAND PARK CITY COUNCIL:

CHRIS CHESHIRE, MAYOR  
JOHN L. GUNTER, JR., VICE-MAYOR  
RICK RANIZE, COMMISSIONER  
CHRISTOPHER BELL, COMMISSIONER  
RAY LEWIS, COMMISSIONER

January 23, 2018  
6:30 P.M. - 7:41 P.M.

CITY HALL COMMISSION CHAMBERS  
506 West Berckman Street  
Fruitland Park, Florida

Reported By:  
Evelyn Andrews, RPR, RMR  
Certified Court Reporter and  
Notary Public, State of Florida

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APPEARANCES:

ANITA GERACI-CARVER, ESQUIRE  
LAW OFFICE OF ANITA R. GERACI-CARVER, P.A.  
1560 Bloxam Avenue  
Clermont, Florida 34711

and

STEPHANIE J. BRIONEZ, ESQUIRE  
Brionez + Brionez, P.A.  
P.O. Box 985  
Tavares, Florida 32778

On Behalf of The City of Fruitland Park

ALSO PRESENT:

GARY LA VENIA, CITY MANAGER

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## TRANSCRIPT OF PROCEEDINGS

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1  
2  
3 THE MAYOR: I'd like to call to order this  
4 Fruitland Park scheduled City Commission  
5 attorney/client session. The date is Tuesday,  
6 January 23, 2018.

7 The session has commenced. The time is now  
8 6:30. The estimated length of the session is  
9 approximately one hour.

10 The name of the persons who are in attendance  
11 are Mayor Chris Cheshire; Vice Mayor John L. Gunter,  
12 Jr.; Commissioners Chris Bell, Ray Lewis, and Rick  
13 Ranize; City Manager Gary La Venia; City Attorney  
14 Anita Garcia --

15 MS. LEWIN-COULSON: Geraci-Carver.

16 THE MAYOR: -- Geraci-Carver, sorry; Special  
17 Counsel Stephanie Barnez --

18 MS. GERACI-CARVER: Brionez.

19 THE MAYOR: -- Evelyn M. Andrews, Certified  
20 Court Reporter from Jasko Court Reporting Services,  
21 Inc., which shall record the time and termination of  
22 the session, all discussions and proceedings that  
23 occur and the names of all persons present and  
24 speaking at any time during the session.

25 James Homonai and Rita Homonai versus City of

1 Fruitland Park, United States District Court,  
2 Number 5:16-cv-610-oc-30PRL.

3 Only the persons mentioned are allowed to be  
4 present and remaining individuals not called are  
5 asked to be excused from the meeting room at this  
6 time.

7 (Ms. Lewin-Coulson left the room and the  
8 following proceedings were had in closed session.)

9 THE MAYOR: Okay. We will now adjourn into the  
10 client/attorney session.

11 Anita.

12 MS. GERACI-CARVER: Thank you, Mayor.

13 Stephanie is here. She's been representing the  
14 City in this case. She's been appointed by the  
15 City's insurance company and wanted to meet with you  
16 about settlement demands from each of the Homonais.

17 We brought the video that the Commission  
18 requested to see. It does have audio, so we're  
19 going to play it for you. And if at any time you  
20 want to speak about a particular part, if you'll  
21 just raise your hand, we'll know to stop the audio,  
22 and that way the court reporter is able to hear what  
23 you have to say. And we can go back and forth like  
24 that as many times as you need to.

25 So, and I'll go work the lights so that you can

1 see it a little bit better and then I'll turn it  
2 over to Stephanie.

3 MR. LA VENIA: Let me put the speakers out so  
4 we can hear.

5 MS. BRIONEZ: And, Anita, I don't know if they  
6 just want to see the video, or do you want me to  
7 provide an overview of kind of what's going on?

8 MS. GERACI-CARVER: I'd give them an overview  
9 first and then maybe --

10 MS. BRIONEZ: Because I think it will be a  
11 little better to put it in context.

12 MS. GERACI-CARVER: Absolutely.

13 THE MAYOR: Is there a transcript of the video?

14 MS. GERACI-CARVER: No.

15 MS. BRIONEZ: No, there is not.

16 MR. LA VENIA: Is that too dark?

17 COMMISSIONER BELL: I can see it well.

18 MS. BRIONEZ: No, that's fine.

19 MS. GERACI-CARVER: No, it's good. Thank you.

20 THE MAYOR: I assume this court reporter really  
21 wants us to speak one at a time, correct? So when  
22 we are asking questions, just please let's try and  
23 not talk over each other so she can -- not like we  
24 ever do.

25 COMMISSIONER BELL: Anita --

1 MS. GERACI-CARVER: Yes.

2 COMMISSIONER BELL: -- before we do, you might  
3 want to explain about how this will -- what happens  
4 to this recording?

5 MS. GERACI-CARVER: Okay. So the recording,  
6 until the litigation is completely closed, remains  
7 sealed. She will transcribe it. She'll send it to  
8 the City Clerk to hold. And it is in a sealed  
9 envelope and is not opened.

10 Once the litigation is complete, it does become  
11 a public record and anyone can request to see it or  
12 receive a copy of it. So what you do say will at  
13 some point be a public record.

14 MS. BRIONEZ: And what I say will be obviously  
15 as well.

16 So, as Anita explained, I represent the  
17 insurance company, and I represent a number of  
18 police departments and government entities.

19 This particular insurance company, as you  
20 know, only insures government entities and  
21 agencies. So I say that because, you know, there  
22 are some damage limitations and caps in lawsuits  
23 that are filed in State Court against government  
24 agencies. And we know that, you know, the maximum  
25 for any one incident for those types of claims is

1 \$300,000.00 and \$200,000.00 per person.

2 But with respect to the Federal law claims that  
3 they've raised in this case, constitutional claims,  
4 and what they call Section 1983 Police Liability  
5 claims, there is no damage limitation. So that  
6 means that if they are successful in proving the  
7 amount of damages that they claim, if that ends up  
8 being in excess of, you know, the \$300,000.00 cap  
9 for State law claims, then they would be entitled to  
10 recover that.

11 The other key point about Federal Court versus  
12 State Court is that Federal Court is very expensive  
13 to litigate in. And the reason being that, even,  
14 for example, if these two Plaintiffs were to recover  
15 in name only, in other words, yeah, they violated  
16 your rights somehow, or you were falsely arrested,  
17 or they used too much force, but, you know, we don't  
18 think that you were really seriously injured from  
19 that, so you're only awarding -- the jury's only  
20 awarding \$100.00, for example, to each Plaintiff,  
21 where the money comes in is that they get their  
22 attorney's fees paid for by the City and the  
23 Defendants that they've sued.

24 And those I can tell you as of right now for  
25 their attorneys are over \$50,000.00 and we haven't

1 taken depositions yet. That goes back to the  
2 Federal Court being very expensive.

3 If we were to go through an entire lawsuit and  
4 end up in a jury trial, which this case for reasons  
5 I'll discuss later is likely to be, it's likely to  
6 go all the way to a jury trial based on the judge  
7 that we have. So, if it were to do that, we're  
8 talking about litigation for almost another year,  
9 and attorney's fee awards would not be unheard of  
10 for their attorneys in excess of \$150,000.00. So,  
11 and that's just for the attorney's fees portion of  
12 it. That's no damages to the Plaintiffs, that's no  
13 punitive damages, no anything other than just  
14 straight attorney's fees.

15 And they can make the argument that depending  
16 on how much, you know, discovery they have to put in  
17 to each particular Plaintiff's claim -- because my  
18 understanding is they're no longer married, they  
19 live in different states, and so there's going to be  
20 a lot of cost associated with it.

21 And, also, you know, they're treating it more  
22 like two separate claims for purposes of the  
23 attorney's time that they're putting in. They're  
24 not meeting with them together, for example, like I  
25 do with our client, you know, with the City. It's



1 not a bulk defense. It's not a bulk claim.

2 Each Plaintiff has their own distinct set of  
3 damages that they're claiming, doctors that treated  
4 them for alleged injuries, wages, and different  
5 types of work that they did, different types of  
6 jobs, different amount of income, and wage loss that  
7 they're claiming, different amounts that they will  
8 have paid their attorney based on the direction that  
9 that client has given the attorney.

10 So when I say 150,000, it wouldn't be unheard  
11 of if they spent or came up with a reasonable, you  
12 know, assessment of \$150,000.00 per Plaintiff per  
13 case. So, that's \$300,000.00.

14 Right now there's a deductible on your  
15 insurance policy. It's \$15,000.00 per claim. So it  
16 would be 15,000 for her claim, 15,000 for his claim.  
17 Anything above that is not paid by the City, it's  
18 paid by the insurance company.

19 And there is a provision, and we talked about  
20 this before. I know we had an issue sometime ago  
21 and we talked about, you know, what happens if we  
22 don't want to settle and the insurance company does  
23 want to settle. If the insurance company is wanting  
24 us to settle and they believe it's reasonable based  
25 on the circumstances, and you don't approve the

1 settlement, and we go to trial and lose, the  
2 insurance company can invoke a provision in your  
3 policy that essentially says that, you know, they're  
4 only responsible for paying the damages up to the  
5 amount that they were recommending for settlement.  
6 Anything over and above that amount would be the  
7 City's responsibility. So, you know, that's where  
8 it can kind of come into play where if we get too  
9 set in something that's a bad case, that we should  
10 settle.

11 And I'll tell you why this is a good settlement  
12 here in a few minutes; but essentially we've reached  
13 a tentative agreement, of course based on your  
14 approval and contingent on your approval to settle  
15 both of the claims. And that would be \$50,000.00  
16 for her claim, and \$53,500.00 for his claim. That's  
17 inclusive of all attorney's fees and costs. So  
18 ultimately, since I know that their attorney's fees  
19 are at least 50,000 right now, you're talking about,  
20 you know, less than probably \$25,000.00 is actually  
21 going to each Plaintiff out of that. I mean, not  
22 knowing their exact amount of fees, I can only guess  
23 what they're charging right now and the costs so  
24 far.

25 With respect to his claim, his original demand

1 was \$140,000.00. After this incident -- he was  
2 roughly 40 years old when this occurred, and after  
3 this incident he's alleging that -- and there are  
4 hospital records that do confirm that he received a  
5 permanent pacemaker after this incident at 40 years  
6 old. But he's alleging that that's related causally  
7 to the fact that he went through this incident and  
8 was tased multiple times.

9 You know, it's not a matter of do I think that  
10 that's the reason he had a pacemaker or not. I  
11 mean, obviously, we have arguments to say, well,  
12 that's obviously not the reason that you got a  
13 pacemaker put in; but the problem is, is in order to  
14 prove that, it takes a lot of medical evidence. So  
15 you're talking about hiring a cardiologist to look  
16 at the guy, to look at his records, to take a  
17 deposition.

18 So, every time you have an expensive specialty  
19 involved, particularly with medical claims, that you  
20 have to depose or that you have to get your own  
21 expert plus depose every doctor that he treated  
22 with, the bill on defending the claim just keeps  
23 adding up and adding up. I mean, you're going to  
24 burn through your deductible through that alone  
25 before we even get to the merits of the case. And

1 that's just doing due diligence of discovery and to  
2 try to disprove someone's claims.

3 Let me tell you the exact claims that they're  
4 alleging. For him, he's alleging excessive force.  
5 He's also alleging what's called failure to  
6 intervene. And that's where one officer notices  
7 that another officer is using excessive force and  
8 doesn't do anything to stop it, even though he's in  
9 a position to say, hey, you know, that's enough, or  
10 to use a different type of force to get the  
11 situation under control. That's not in violation of  
12 somebody's rights.

13 He's also alleging a Florida State law claim  
14 for battery. And this is as a result of not only  
15 the physical altercation with the officers, which  
16 unfortunately cannot really be seen on the video  
17 because it took place on the side of the vehicle,  
18 the passenger side of the vehicle. So it's -- and  
19 you'll see this when we're watching, but the  
20 physical aspect of the interaction with the male  
21 really can't be seen. So it comes down to kind of a  
22 he said, she said type of thing. And you can hear  
23 some comments being made and we know that he was  
24 tased by both officers and that he was also tased in  
25 the face.

1           There was a situation where one of the officers  
2 indicated that he had accidentally left his TASER in  
3 the on position, and that that's how he got tased in  
4 the face, that it discharged, you know, during the  
5 struggle or whatever and he hadn't disarmed it, so  
6 to speak, and so it hit the gentleman in the face.

7           And there's no doubt when it comes to her that,  
8 you know, at the beginning she's -- they're clearly  
9 intoxicated, but mainly her. I mean, it's obvious  
10 that she's intoxicated, but she wasn't driving.  
11 She's a bit belligerent, but she's a small woman.  
12 From what you'll see, she's about my size or Anita's  
13 size. And the officer that was in charge of  
14 controlling her weighs approximately 350 pounds.

15           When we look at the video you'll see that it  
16 appears that he seems to have her under control,  
17 which is contrary to some of the things that he  
18 says, and he appears to be holding her with one hand  
19 at the time he's getting involved in the other  
20 altercation and also tasing the gentleman that was  
21 involved.

22           So the gentleman was tased by both officers.  
23 The officer that was restraining the woman also ends  
24 up tasing her. And he has stated that there was,  
25 you know, a struggle or that she was resisting but

1 the concern is, on the video it's not obvious that  
2 she was resisting. It appears, like I said, by  
3 virtue of his size and the way that he's holding her  
4 with one hand that, you know, that he may have her  
5 under control already and that perhaps the use of  
6 the TASER wasn't warranted. Of course we don't know  
7 because we weren't there. But I'm just saying from  
8 watching the video, you know, it appears that she at  
9 least looks like she had been subdued at some point.  
10 Even though initially she was verbally belligerent,  
11 she wasn't physically attacking either of the  
12 officers or anything.

13 So her claims are also for violation of her  
14 Fourth Amendment rights for excessive force, false  
15 arrest, and, again, the failure to intervene and  
16 excessive force. And then she also has claims,  
17 State law claims for false arrest and imprisonment  
18 and for battery.

19 Her charges, she was eventually arrested for  
20 resisting without violence. Her charges were  
21 nol-prossed completely, which means the prosecutor  
22 declined to prosecute.

23 These were older claims. This is back in 2012  
24 under a different administration and different  
25 situations were going on with the department at that

1 time. And there have been some issues where several  
2 of the documents that they have requested, which  
3 we're required to produce not only through public  
4 records but through any litigation, have not been  
5 able to be located, which is problematic for some of  
6 our defenses.

7 Neither of the officers still work for us.  
8 Neither was involved or alleged to be involved in  
9 any of the KKK activities or anything like that,  
10 which is really irrelevant. And the only reason I  
11 mention that is because they've kind of, you know,  
12 brought that up, of course, when it comes to the  
13 fact that there's a lot of missing records or  
14 records that can't seem to be located. It's  
15 completely irrelevant to this claim other than, you  
16 know, the fact that there are some difficulties in  
17 locating some critical documents that have been  
18 requested.

19 You know, both individuals are Caucasian. The  
20 officers involved are Caucasian. The officers  
21 involved, while they may not have been, you know,  
22 the best officers we ever had working for us, they  
23 were not the worst officers we ever had working for  
24 us, and they didn't commit any sort of violations  
25 that would lead one to believe that they would be

1 prone to using excessive force, or that they were  
2 bad police officers, or that they were involved in  
3 anything criminal, or anything like that.

4 One of the officers, the one that dealt with  
5 her, he did get reprimanded and had some  
6 disciplinary problems, primarily for not being  
7 productive in his work and not being proactive in  
8 his work, and just kind of, you know, showing up but  
9 not being as proactive as his supervisors would have  
10 liked to have seen.

11 The other officer, from the records that we do  
12 have, appears to have been a good officer who  
13 resigned in good standing to pursue a different type  
14 of career.

15 So there is, you know, no gleaning supervisory  
16 issues with either of these employees.

17 With respect to their claims, and the reason  
18 why we think it's in the City's best interest to  
19 settle these claims, aside from the medical claims,  
20 as far as he's concerned, he does not have an  
21 extensive criminal record. Most of his record  
22 includes, you know, alcohol offenses or suspension  
23 of license. This isn't a violent type of  
24 individual. There was some domestic battery issues  
25 between the two of them, not surprising, you know,



1 given what we have seen on the video, but she did  
2 not really have a criminal record whatsoever.

3 And the other issue is, at the beginning of the  
4 lawsuit -- of course when a lawsuit's filed, if it's  
5 appropriate, I usually file what's called a Motion  
6 to Dismiss. And what we're saying is, you know, the  
7 judge has to look at what they're saying and take it  
8 as true at that point in the game, and say, if  
9 everything they say is true, have they really proven  
10 some kind of violation here or should I end this  
11 right now?

12 And we tried that with this case. And we even  
13 filed the video, because it's going to come out one  
14 way or the other, so let's see what the judge thinks  
15 about the video, because juries can differ what they  
16 see on the video versus what the Plaintiffs are  
17 alleging occurred on the video and what we say  
18 happened on the video. You know, a jury of 6 to 12  
19 people is going to sit there and see something  
20 completely different that you, or I, or the next  
21 person, or another city might view a completely  
22 different way.

23 So this judge essentially in his Order  
24 basically said, he's not going to comment on the  
25 video, but they said enough, it speaks for

1 themselves and, by the way, you need to file an  
2 Answer.

3 So, that in and of itself and the tone of the  
4 Order, in my opinion, tells me two things, that the  
5 judge is not viewing the video in a harmless way  
6 that we are viewing the video. Whether or not he  
7 thinks it completely supports the Plaintiffs' claims  
8 or not, I don't know, but what I think is, he thinks  
9 that a jury needs to decide that. And what that  
10 means is, another year of litigation, and a lot of  
11 costs, and a crapshoot on what a jury's going to do  
12 with it.

13 Another motion that, you know, we typically  
14 file as Defendants later on is what's called a  
15 Motion for Summary Judgment. And that's after we've  
16 taken depositions and we've seen what everybody is  
17 going to say and we know both sides of the story,  
18 and we say, hey, Judge, you know what, here's both  
19 sides of the story, but on everything that matters  
20 under the law, there's no dispute about it. This is  
21 what happened and they can't prove a claim; and we  
22 could get out of it that way. That doesn't look  
23 like it's going to happen, because of what the judge  
24 has already said.

25 So, I have, you know, pretty good confidence

1 that this is going to go all the way to a jury trial  
2 if we don't resolve the case. I don't see this as a  
3 case that's going to be successful on a Motion for  
4 Summary Judgment.

5 That being said, what are her alleged damages?  
6 She actually alleges more in damages. Her initial  
7 demand was \$170,000.00. She had primarily neck  
8 issues and she did have some Medicare expenses.  
9 Medicare has a lien on expenses that are paid by  
10 Medicaid, just to let you know. When I say  
11 Medicare, she's not over 65, she was in her 40s as  
12 well. But when someone has Medicaid and they get  
13 treated and they receive treatment -- which most of  
14 her treatment was for soft tissue injury. So we're  
15 not talking about cardiologists that we're deposing,  
16 we are talking about chiropractors and orthopedic  
17 doctors, which is a little bit less pricey, but it  
18 still requires depositions and it still requires the  
19 payment of a fee for a doctor to testify or give a  
20 deposition and that kind of thing.

21 On the liability side of things, you know, she  
22 is a small woman. You'll see the involvement in the  
23 video. And our officer is large, and a jury could  
24 interpret that one way or another.

25 Now, I know from representing a number of

1 police departments, and I've had many officers tell  
2 me, and I don't doubt that it's true, because I've  
3 seen some women arrestees that are smaller than me  
4 and so belligerent and mean and they kick and they  
5 bite and they punch and they scratch and they are  
6 harder to control than a man, and I've heard that  
7 from many officers because they are trying so hard  
8 not to hurt the female, you know, that they  
9 sometimes use different force than they would use  
10 for a male. And so, you know, that's a  
11 consideration. And obviously that is something that  
12 we would pose to the jury as well.

13 But ultimately it comes down to, when you have  
14 a jury and six people from different backgrounds,  
15 and, you know, the way things have been going in the  
16 world with police claims and police liability, I  
17 mean, it's divided. We could go to one jury one day  
18 and they would be all pro police and, you know, this  
19 is the way it should be and she shouldn't have been  
20 talking like that, and they might view it one way;  
21 or we could have a jury that thinks that police  
22 overstep and it doesn't matter what they see or what  
23 the evidence is, that's how they feel and that's the  
24 way they're going to vote. So it's just one of  
25 those things that you can never tell what's going to

1           happen with a jury.

2                       With that said, I will play the video, or at  
3           least the portion of the video that I think is at  
4           least the most in factual dispute as to, you know,  
5           who did what, and what it really means for the  
6           cases.

7                       MS. GERACI-CARVER: Do y'all have any questions  
8           before she plays the video?

9                       COMMISSIONER RANIZE: Who's the judge in the  
10          case?

11                      MS. BRIONEZ: The judge is a Federal judge and  
12          he is James Moody, Junior is his name. He's in  
13          Ocala.

14                      COMMISSIONER LEWIS: I had a question.

15                      MS. GERACI-CARVER: Yes.

16                      COMMISSIONER LEWIS: Would this remain in James  
17          Moody's court? Would he be the judge presiding over  
18          this throughout the --

19                      MS. BRIONEZ: Yes, absent any sort of, you  
20          know, strange issue or, you know, something that we  
21          can't really predict or foresee. But, yes, it's  
22          pretty rare that they change judges in the middle of  
23          a Federal case.

24                      COMMISSIONER LEWIS: I assumed so but I wanted  
25          to ask.

1 MS. BRIONEZ: Yes, sir.

2 THE MAYOR: What were his charges and what  
3 happened with him? She was dropped.

4 MS. BRIONEZ: Yeah. He ended up pleading to  
5 some of the charges, no contest, and the others were  
6 dismissed.

7 Let me pull up the nol-pros so I don't  
8 overspeak; but he was charged originally with DUI,  
9 driving with a suspended license, battery on a law  
10 enforcement officer, resisting officer with  
11 violence.

12 And let me see, let me pull up the exact  
13 wording because I want to make sure that I  
14 don't -- okay. So he -- it was nol-prossed for the  
15 resisting law enforcement with violence. And it was  
16 essentially pled down to resisting a law enforcement  
17 without violence and driving while license suspended  
18 or revoked are the two charges that stayed.

19 He ultimately, even though he was arrested for  
20 the DUI, it looks like the State only brought  
21 charges for depriving an officer of a means of  
22 protection. This was during the struggle that he  
23 had with Officer Crenshaw that can't be seen off the  
24 video. Basically his TASER -- Officer Crenshaw says  
25 that he attempted to take his TASER out of his hand

1 as he was putting it back, and that's how he got  
2 shot in the face.

3 And he was also charged with battery on a law  
4 enforcement or other officer, but that was not  
5 adjudicated and that was nol-prossed. And he  
6 essentially admitted to Counts 3 and 4, which would  
7 have been resisting and driving with a license  
8 suspended or revoked.

9 There is no -- in the beginning of the video,  
10 which, you know, I can show you if you want to see  
11 it, but, I mean, basically the gentleman apparently  
12 had some issue with his motorcycle because of  
13 driving with a suspended license before. And he'd  
14 been working in South Carolina. And so he's talking  
15 pretty calmly with the officer.

16 But when the officer goes back to run his  
17 stuff, he finds out that he doesn't have a valid  
18 license here and that there's apparently some kind  
19 of lien from the State on the motorcycle because of  
20 another charge from before that has nothing to do  
21 with this.

22 And then that's where he starts to get upset  
23 because they're going to take his bike. And they  
24 start talking, and you can hear that. This is at  
25 the point where that kind of starts. And then

1 that's where they go to arrest him and everything.  
2 And that's where it gets heated, and there's, you  
3 know, the dispute over what goes on after that  
4 point, from that point forward

5 THE MAYOR: I have one other quick question.  
6 What documents did we not produce that they're  
7 asking for?

8 MS. BRIONEZ: There are background  
9 investigations on a number of officers that we were  
10 supposed to do pre-hiring, primarily the two  
11 officers involved in this case, which were Crenshaw  
12 and -- Officer Crenshaw and Officer Foster, who  
13 are -- neither of whom are employees. They were  
14 mostly personnel records from those employees but  
15 there were also some other records, Internal Affairs  
16 investigations and that sort of thing.

17 And the problem is, is that at this point, you  
18 know, we have Officer Foster and Officer Crenshaw  
19 telling us, no, I wasn't disciplined for this or  
20 that, but we don't have any records to say whether  
21 they were or not. And then there's a dispute as to  
22 whether they were or not.

23 With Officer Crenshaw it appears that  
24 everything he has stated is confirmed in the  
25 personnel file. We just don't have his background



1 investigation that we're required to keep for a  
2 number of years, or it can't be located at this  
3 point. It's not in his personnel file.

4 And for Officer Foster, you know, the reasons  
5 that he explained his termination, that sort of  
6 thing, weren't exactly, you know, a hundred percent  
7 consistent with what was in the personnel file.

8 And so those are primarily the records that  
9 they've asked for that are relevant.

10 There are, of course, a number of records  
11 involving some of the things that were going on in  
12 the department at that time back in 2012 that are  
13 not around. I've objected to producing those  
14 documents. So at some point either, you know, the  
15 judge is going to say, they're relevant, you need to  
16 produce them; or they're not relevant, you don't  
17 need to produce them.

18 But as of right now, because we agree to settle  
19 the case, they haven't asked the judge to make us  
20 produce them at this point. Because, you know,  
21 again, I've said that the situations that were going  
22 on back in 2012, the objection is, they have nothing  
23 to do with this case. They were two officers that  
24 were not involved in any of those things.

25 But part of their argument and part of what

1 they have to prove is that there was a failure to  
2 keep in place and train officers not to use  
3 excessive force. And along the lines of that, you  
4 know, the policies and procedures that were in  
5 effect back then did have an affect on some of the  
6 cases that they do say were related to all the  
7 things that were allegedly going on back in 2012.

8 So that, you know, their argument is the City  
9 knew that there were officers out there using  
10 excessive force, for whatever reason, back in 2012  
11 and they didn't provide more training, or reprimand  
12 these officers, or discipline them, or, you know,  
13 start an Internal Affairs investigation to find out  
14 what's really going on, whether they're using more  
15 force than allegedly was necessary under the  
16 circumstances.

17 That's part of what they have to show in the  
18 constitutional violations under those 1983 claims,  
19 as I called them. They have to show that there was  
20 some kind of policy of the City that was inadequate  
21 or that they failed to train or supervise the  
22 employees, and that led to them committing excessive  
23 force and that sort of thing.

24 So they can use other cases to show that we had  
25 notice. If there are other situations where there

1           were other officers in that time frame that were  
2           using excessive force and we didn't do anything to  
3           stop it, and we didn't, you know, send them to  
4           training, we didn't fire them, we didn't discipline  
5           them, and that kind of thing, then they can show  
6           that the City was on notice that, hey, we got a  
7           problem here and we got to fix it. And if you don't  
8           fix it, and it happens to someone else, that's how  
9           they show liability.

10           THE MAYOR: Thank you.

11           COMMISSIONER BELL: Where is this taking place?

12           COMMISSIONER RANIZE: That's Charlie's  
13           building.

14           MS. BRIONEZ: And they were on a motorcycle.

15           COMMISSIONER RANIZE: I see the red light,  
16           yeah.

17           MR. LA VENIA: On 466.

18           COMMISSIONER RANIZE: Mayor, somebody?

19           MS. BRIONEZ: Let me give you the exact address  
20           on the --

21           THE MAYOR: I'm sorry.

22           COMMISSIONER RANIZE: Just a question. The  
23           purpose for the stop was suspected DUI?

24           MS. BRIONEZ: Yes, sir. The purpose for the  
25           stop, at the beginning of the video you can see the

1 motorcycle, and the male is driving, and they are  
2 driving a bit erratically and it's late at night.

3 The man, although you can -- the officer said  
4 they could smell alcohol on his breath, his demeanor  
5 at the beginning of the stop is much different than  
6 the woman's demeanor. He's polite. He's calm. You  
7 know what I mean?

8 The woman is visibly, I would say, and audibly  
9 more intoxicated, but she wasn't the one driving.  
10 But that was the reason for the stop.

11 COMMISSIONER RANIZE: They were both booked,  
12 correct?

13 MS. BRIONEZ: I'm sorry?

14 COMMISSIONER RANIZE: They were both arrested  
15 and booked that night?

16 MS. BRIONEZ: They were both arrested. She  
17 went to LRMC by ambulance to get checked out for her  
18 injuries.

19 COMMISSIONER RANIZE: Okay.

20 MS. BRIONEZ: So our department didn't actually  
21 execute the warrant, they just got the probable  
22 cause for the arrest.

23 COMMISSIONER RANIZE: Was blood drawn -- was  
24 blood drawn on both of the vic --

25 MS. BRIONEZ: The blood, he refused the blood

1 alcohol test and he didn't get treatment that night.  
2 He got treatment, you know, later on, and that's  
3 when he got the pacemaker put in. He got treatment  
4 a couple of weeks afterwards.

5 COMMISSIONER RANIZE: Okay.

6 MS. BRIONEZ: And she got treatment that night,  
7 but was not arrested, and transported by Fruitland  
8 Park. Because when they called to find out how she  
9 was doing at the hospital, apparently she had  
10 already gone. And then the arrest warrants was  
11 applied for and another agency executed it.

12 COMMISSIONER RANIZE: When you said they were  
13 tased, were they shot with the TASER or was it  
14 contact with the TASER?

15 MS. BRIONEZ: They were shot with the TASER.  
16 And from the officers' description, the man was shot  
17 multiple times by both officers. The first time  
18 that the officer, that you can see on the video, he  
19 was the assisting officer. Officer Crenshaw and the  
20 gentleman were the ones involved on the side where  
21 you can't see them. Officer Foster dealt primarily  
22 with the woman. But Officer Foster did use his  
23 TASER on the man as well. And they were both  
24 wearing motorcycle leathers. So the officers  
25 indicated that they tased them multiple times but

1 they didn't feel they got good contact in one  
2 instance or another because of the jackets. So they  
3 ended up tasing her right below the head on her  
4 neck, and they ended up tasing him in a similar  
5 place, but he also did get tased in the face.

6 COMMISSIONER RANIZE: On the background, it's  
7 been a long time, FDLE used to have to come in and  
8 check all new hires to make sure a background  
9 investigation was done and completed. Did anybody  
10 check to see if they had done that?

11 MS. BRIONEZ: I have contacted the City to  
12 obtain any records that we have of any of that  
13 happening, because it's our obligation to produce  
14 the documents we have in our possession. It's  
15 not -- I guess when you're involved in litigation,  
16 or even in a public records request, it's not a good  
17 answer to say, this agency has it if we're supposed  
18 to keep it, too.

19 So, you know, yes, they could obtain that  
20 information through FDLE, and I don't doubt that  
21 we did a background investigation, but the problem  
22 comes into play is that, you know, this is old.  
23 A lot of the people that work in the police  
24 department now are not the same people that worked  
25 in the police department then, especially in

1 supervisory capacities.

2 So to have someone around to be able to explain  
3 something from 2012 or, you know, things that  
4 different officers did or didn't do, or records that  
5 were there, or how they were kept, or who kept them,  
6 and what they did with them, and that kind of thing,  
7 it poses a challenge when you're defending a  
8 lawsuit. And honestly, I mean, that's probably why  
9 most Plaintiff's lawyers wait until almost the  
10 Statute of Limitations to bring lawsuits because  
11 then it's four years later and, you know, good luck  
12 finding the exact same people all over again.

13 We did even have issues early on attempting to  
14 locate Officer Foster because he was no longer with  
15 the City and everything got returned.

16 I mean, so these are issues that come up in  
17 every litigation. It's not always a sign that  
18 there's something terribly wrong or anything, it  
19 just prevents us from being able to put on the best  
20 defense that we could.

21 COMMISSIONER RANIZE: And my last question.

22 MS. BRIONEZ: Yes, sir.

23 COMMISSIONER RANIZE: You mentioned several  
24 times that there's a Federal case also. You  
25 referred twice to both of them on a State claim.

1 MS. BRIONEZ: Yes.

2 COMMISSIONER RANIZE: If we bring this to  
3 resolution, does that cover both State and Federal  
4 issues?

5 MS. BRIONEZ: Yes, sir. This would -- if we  
6 bring them both to resolution, they would be  
7 required to sign a release in exchange for the  
8 payment of the money from the insurance company.  
9 And then that release also includes anything they  
10 could have possibly sued anybody for at the City,  
11 any of their employees, any of their officers, the  
12 Mayor, the Commissioners, everybody from the  
13 beginning of time until the day they sign the  
14 release, whether they raised it in the lawsuit or  
15 they didn't, you know.

16 If they have another lawyer that comes along  
17 tomorrow and says, oh, you had this arrest in 2012,  
18 well, you should have sued them for this, too, they  
19 can't come back and throw this new theory out there  
20 or anything like that. Anything involving any kind  
21 of liability of the City or its officers and  
22 employees would be forever barred and waived as a  
23 result of this incident that occurred in October of  
24 2012.

25 Now, if they came into the City tomorrow and,



1           you know, the day after they sign the release and  
2           they tripped and broke their hip on the sidewalk,  
3           they can still bring that claim, but they can't  
4           bring any claims that have anything to do with this  
5           incident and this arrest.

6           COMMISSIONER RANIZE: Okay. Thank you.

7           MS. BRIONEZ: Yes, sir. And the lawsuit itself  
8           would be -- the Federal lawsuit, the way it works,  
9           the State law claims, if there are Federal claims,  
10          if they are related to the same incident, they can  
11          be brought in one case. So they are brought in one  
12          case and they're all in Federal Court right now.  
13          They would be required to dismiss those with what's  
14          called with prejudice, which means they can't bring  
15          them again. So that would be the end of the  
16          lawsuit. It wouldn't have the terms of the  
17          settlement or anything like that filed in court, all  
18          it would be is a stipulation for dismissal with  
19          prejudice.

20          THE MAYOR: Does anybody else have any  
21          questions before she starts the video?

22          Thank you.

23          MS. BRIONEZ: I think this is as loud as it  
24          goes, so I apologize if you can't hear it.

25          (Whereupon, the videotape was played.)

1 MS. BRIONEZ: This is the gentleman explaining  
2 his driver's license issues.

3 (Whereupon, the videotape was played.)

4 COMMISSIONER LEWIS: I have a question.

5 MS. GERACI-CARVER: Stephanie, can we stop it?

6 MS. BRIONEZ: Yeah.

7 (Whereupon, the videotape was paused and the  
8 following proceedings were had.)

9 COMMISSIONER LEWIS: The person that's walked  
10 up on the scene there to the left, is that --

11 MS. BRIONEZ: That's a kid who was across the  
12 street at a gas station. And when Officer  
13 Crenshaw -- you can't see Officer Crenshaw and the  
14 other gentleman, but Officer Crenshaw dropped his  
15 radio and it came off his person, and that kid  
16 brought the radio from the car. We've tried to find  
17 him. We haven't found him yet, but there are  
18 mechanisms, I mean, we can do if we end up, you  
19 know, going farther or whatever to try to find him.

20 He wrote a statement but it really just  
21 consisted of the fact that, you know, the man was  
22 trying to run away after the struggle, and the radio  
23 fell, and he brought the radio back to the officers  
24 to see if they needed help or something like that.  
25 He was about 19, I think, and he and his girlfriend

1 were across the street, but the girlfriend's name is  
2 not in the report.

3 COMMISSIONER LEWIS: Okay. Thank you.

4 MS. BRIONEZ: Uh-huh.

5 (Whereupon, the videotape resumed being played.

6 Upon pausing of the playing of the videotape the  
7 following proceedings were had.)

8 MS. BRIONEZ: I paused it. I don't know if you  
9 want to see any more?

10 MS. GERACI-CARVER: Do you want to see more?  
11 Do you want to see anything again?

12 VICE MAYOR GUNTER: Where does it go from here?

13 MS. BRIONEZ: Well, essentially the ambulance  
14 arrives. She goes off in the ambulance and you can  
15 hear a lot of talking and, you know, more of her  
16 crying, and I'm hurt, and why did you do that to me,  
17 that kind of thing.

18 VICE MAYOR GUNTER: Okay.

19 COMMISSIONER LEWIS: Did I understand her to  
20 say Fruitland Park is doing it to you again?

21 MS. BRIONEZ: I imagine you did. I don't know  
22 if you heard a reference to Chief Isom.

23 VICE MAYOR GUNTER: Chief Isom.

24 COMMISSIONER LEWIS: As if there was other  
25 action in the past between the City and James

1 Homonai.

2 MS. BRIONEZ: I think she said, they're doing  
3 it to you again. But that --

4 COMMISSIONER LEWIS: I thought she said  
5 Fruitland Park is doing it to you again.

6 THE MAYOR: She did. She said Fruitland Park.  
7 I think taking of his bike. It sounded like we took  
8 his bike once before. The officer said, well, we  
9 didn't take it.

10 MS. BRIONEZ: The State did.

11 THE MAYOR: The State took it before.

12 MS. BRIONEZ: And I don't know if you heard the  
13 officer explaining that to the guy --

14 MR. LA VENIA: He did.

15 MS. BRIONEZ: -- when he was upset about him  
16 taking the bike. And he kept saying, you know, I  
17 don't care -- well, I do care about it but I'm not  
18 the one taking your bike. I looked it up. The  
19 State of Florida is the one that's requiring you to  
20 have your bike in.

21 And I think that probably revolves around his  
22 prior offenses for driving without a license and not  
23 having proper insurance and that kind of thing.

24 So when they found that out on the search  
25 through D.A.V.I.D., which is the system that the

1 police officers can use to check the driver's  
2 license background and all that good stuff, that's  
3 where they saw that, you know, he shouldn't be  
4 driving and that that bike should not be in  
5 operation, I guess, at that point.

6 COMMISSIONER LEWIS: But did I understand you  
7 to say that none of those prior situations or  
8 developments can kind of come into this case, that  
9 this case is on its own?

10 MS. BRIONEZ: Right.

11 THE MAYOR: All right.

12 MS. BRIONEZ: Unless he were to lie about them,  
13 you know. If you were to ask him on the stand, have  
14 you ever been arrested before for driving with a  
15 suspended license; and he said, no, never; then you  
16 could use that evidence to impeach him but not to  
17 prove that those incidences happened as well.

18 THE MAYOR: I have a question. It's actually  
19 for Commissioner Ranize. I am not law enforcement,  
20 never have, never been.

21 If I was on a jury and I saw this, he was going  
22 to go until the other officer grabbed the female, it  
23 seems like, and that's when the whole thing started.  
24 If I was on a jury, I would -- to me it looks like  
25 we were in a bad light. I don't know what you guys

1 think, but to me it looks like we're in a bad light.  
2 From a law enforcement standpoint, I mean, what does  
3 that look like?

4 COMMISSIONER RANIZE: What I want to say I  
5 don't want to record, but -- because my training  
6 background. I was training coordinator for the  
7 Sheriff's Office for nine years and got 20 years  
8 with the Sheriff's Office.

9 Fighting with the female or male, what he did,  
10 as far as watching it and trying -- if you've ever  
11 tried to control somebody and get their hands behind  
12 them and cuff them, it's very, very difficult.

13 He's lucky he didn't get shot by the female  
14 because she sat on the motorcycle with her hands in  
15 her jacket and she could have had a gun in her  
16 jacket. It's poor from the very start as far as  
17 officer's safety goes.

18 Him I can't see and that's why I asked about  
19 drugs and alcohol, you know, were they alcohol or  
20 was it drugs? If they had some type of a drug in  
21 the system, it makes them that much more powerful.

22 And you're correct in what you said earlier,  
23 I've had a 112-pound woman about beat me half to  
24 death one night, because that's what happens in  
25 domestics. You arrest one, the other one jumps on

1           you.

2                   She did get tased in the back of the neck by a  
3           contact tase, not a shot. He'd already shot his two  
4           tasers, so he put it to her neck and hit -- and  
5           tased her with a contact tase.

6                   They're both lucky to be alive is all I got to  
7           say. If either one of them would have been armed,  
8           this would be totally different.

9                   The force that he used on her, a lot of it was  
10          because of his physical being that he could not --  
11          he was so big that he couldn't do it properly.

12                   If you're going to arrest somebody, you need to  
13          arrest somebody and cuff them quickly. You don't  
14          argue with them. You take care of your person, then  
15          you worry about the next person.

16                   I don't think it was -- on her it wasn't overly  
17          abusive. I can see why he'd have -- but if you've  
18          never wrestled with somebody that's fighting with  
19          you, it's hard. It's hard to get their hands behind  
20          their back, it's hard to get them cuffed.

21                   THE MAYOR: Was it -- and, again, was it proper  
22          procedure for him to even grab her in the beginning?  
23          Was it, okay, we have to take care of her as well as  
24          the husband because --

25                   COMMISSIONER RANIZE: It could have been

1 handled differently. He could have asked her to  
2 step away, you know, let me get your side of the  
3 story, get her away, get her to the back of the  
4 vehicle, some place where she's not in the middle of  
5 the confrontation.

6 VICE MAYOR GUNTER: Well, looked like he did a  
7 hand motion for her to go back to the bike.

8 COMMISSIONER RANIZE: You got to do more. It's  
9 after the fact. We can Monday night quarterback and  
10 all that.

11 THE MAYOR: I'm just curious what a jury  
12 would see from it and from what I see from untrained  
13 eyes.

14 COMMISSIONER LEWIS: I think I hear James  
15 Homonai saying, I'm down, I'm down, I'm on the  
16 ground.

17 MR. LA VENIA: Yeah, numerous times.

18 COMMISSIONER RANIZE: And from what I heard,  
19 Crenshaw did correctly by giving loud, repetitive  
20 verbal commands, stop resisting. He ran away or got  
21 away, is that what you said earlier, something about  
22 the radio?

23 MS. BRIONEZ: He did eventually in the scuffle;  
24 and, again, you can't see it. That's -- I believe  
25 that's what led to Officer Crenshaw initially tasing



1 him or attempting to tase him was because he was  
2 trying to get away. And then, you know, they were  
3 physically involved in the scuffle.

4 And he, Officer Crenshaw alleges that he  
5 attempted to either take his TASER out of the  
6 holster, or take his TASER out of his hand as he was  
7 trying to put it back into the holster, and it  
8 deployed in his face, but he had also tased him  
9 already.

10 So I think that he tried to run away. And it  
11 may have been that, you know, somehow in the scuffle  
12 the radio got shuffled. I mean, I don't think that  
13 Mr. Homonai ever made it across the street for the  
14 radio to end up there. It just ended up there  
15 because he was trying to run away and, you know, he  
16 probably hit the radio and it went --

17 COMMISSIONER RANIZE: It flew.

18 MS. BRIONEZ: -- skidding around.

19 THE MAYOR: How long after this did he wind up  
20 with a pacemaker?

21 MS. BRIONEZ: It was within a couple of weeks.  
22 He went to the hospital --

23 THE MAYOR: Do you have medical, do you have  
24 previous medical records from him?

25 MS. BRIONEZ: We don't have many, but he

1 doesn't have any heart issues. There are some  
2 defenses, like I said, that could be raised, for  
3 example, past drug use can be something, hereditary  
4 issues with the heart. But with him being that  
5 young, the incident that was described to the doctor  
6 in the hospital where he got the pacemaker put in,  
7 he went with chest pains and that sort of thing.  
8 They went in, they put in the pacemaker and he  
9 describes this incident and the feelings that he was  
10 having in his chest. That's not to say they're  
11 true. I mean, we hear allegations of injuries being  
12 caused by things all the time. But it's the fact  
13 that not only do we have to depose that cardiologist  
14 that treated him and put in the pacemaker, but we'd  
15 have to get our own expert to say this is not  
16 related to any sort of incident you had with the  
17 police, or being tased, or anything like that, this  
18 is more related to your family history, you know,  
19 these other risk factors and all that good stuff,  
20 anything that the cardiologist can say would be a  
21 cause.

22 THE MAYOR: If he was tased and it was  
23 completely justified and he did get the pacemaker  
24 and it was said because of the TASER, are we still  
25 responsible? Like the officer's doing his job, I

1 tase you, something happens, am I responsible for  
2 what happens when I tase you?

3 MS. BRIONEZ: No. There's kind of two prongs  
4 to it. One is the liability side and the other is  
5 the damages.

6 It's, you know, it's like I said before, even  
7 if they say, well, you know what, we think that  
8 force was excessive but we don't think the pacemaker  
9 is related and this guy didn't have any other  
10 medical damages and that kind of thing, then the  
11 jury could say, yeah, you're still liable. You  
12 violated his constitutional rights, but we're only  
13 awarding him \$5,000.00, we're not awarding him, you  
14 know, the \$90,000.00 for a pacemaker for the rest of  
15 his life when he's 40. I mean, there's got to be  
16 some kind of causal link and medical opinion  
17 testimony that would say, yes, this is what was  
18 actually caused by that force.

19 If, you know, the jury says, hey, you're not  
20 liable, that use of force was justified, it was  
21 consistent with policy, and under the circumstances  
22 it was warranted, then there's no violation, there's  
23 no constitutional violation, so he doesn't recover  
24 anything. But we don't either.

25 Unfortunately, the flip side isn't true when

1 you're the Defendant, you don't automatically get  
2 your attorney's fees paid for just because you win.  
3 That's the joy of getting to be the Defendant.

4 THE MAYOR: Questions?

5 COMMISSIONER RANIZE: You mentioned earlier  
6 53,000 to her, 50 to him; is that correct?

7 MS. BRIONEZ: I believe it is the other way  
8 around.

9 COMMISSIONER RANIZE: The opposite?

10 MS. BRIONEZ: Yes.

11 COMMISSIONER RANIZE: Okay.

12 MS. BRIONEZ: 53,500 to him, 50,000 to her.  
13 That includes all of their fees, attorney's fees,  
14 costs, all of that stuff. The insurance company  
15 would pay that except the \$15,000.00 deductible on  
16 each claim. It's two separate claims. They're two  
17 different people for insurance purposes.

18 And the insurance company, of course, has paid  
19 your defense fees and costs to date. And that would  
20 remain the same. So, everything, you know, that the  
21 insurance company would have to pay for us to defend  
22 the case is paid for by insurance with the exception  
23 of the \$15,000.00 that you'd pay for the deductible.

24 COMMISSIONER RANIZE: So the attorneys will get  
25 their share, in her case the attorneys will get

1           their share. The remaining balance more than likely  
2           Medicaid or Medicare will take back from her to pay  
3           for her medical bills to date?

4           MS. BRIONEZ: Yes, sir. Whatever the Medicare  
5           lien is, the lien amount has to be reimbursed from  
6           settlement funds.

7           COMMISSIONER RANIZE: We don't know what that  
8           amount is?

9           MS. BRIONEZ: We know roughly what it is but he  
10          hasn't had an up-to-date letter from Medicare. And  
11          you can request that, and he has requested it.

12          But what happens in a case when you settle it,  
13          whether it's worker's compensation or a personal  
14          injury case like this, the insurance company, just  
15          like if Blue Cross Blue Shield had paid something,  
16          they're entitled to get reimbursed, and they have a  
17          lien on those settlements funds. And so once  
18          Medicare gives the final okay, this is what we're  
19          saying that we paid that we shouldn't have had to  
20          pay for, you need to reimburse us for, then that  
21          will be reimbursed out of the settlement funds.

22          Right now they think it's 2000 to \$2500.00 for  
23          the Medicare lien because a lot of the bills she  
24          didn't pay and they didn't pay. And so they think  
25          that -- another thing that comes up is when there

1 are medical bills, outstanding medical bills, a lot  
2 of times providers will write off amounts or  
3 negotiate the amounts. So when they repay it, it's  
4 not as much as it was originally charged because  
5 it's a cash payment.

6 So the money that comes back to her is probably  
7 going to be, you know, in the ballpark of maybe  
8 \$20,000.00, \$15,000.00.

9 COMMISSIONER RANIZE: And if they had  
10 \$300,000.00 in attorney's fees, and that's what  
11 their attorneys present to the Federal judge, he  
12 does not have to pay that amount, correct? He can  
13 lessen that amount?

14 MS. BRIONEZ: You mean the judge -- can the  
15 judge award that amount?

16 COMMISSIONER RANIZE: He can lesson -- if  
17 they -- if their attorneys turn in a \$300,000.00  
18 bill --

19 MS. BRIONEZ: Correct.

20 COMMISSIONER RANIZE: -- the judge can say, no,  
21 I'm going to give you a hundred.

22 MS. BRIONEZ: He can. But let me tell you what  
23 he uses to compare that to. Our fees are attorney  
24 defense rates, so we have a contract with the  
25 insurances. It's much less than what a Plaintiff's

1 attorney would be charging on an hourly rate.

2 So what he will do, this is what the judge will  
3 do is he will ask for my time records and the amount  
4 of time that we've spent defending the case, because  
5 more than likely we've spent a pretty close amount  
6 to the same time as they have, because we've all had  
7 to go to the same depositions, we've all looked  
8 through the same documents, we've all, you know, and  
9 with the exception of different meetings that we  
10 would have with our clients without the other  
11 attorney present and filing motions and that kind of  
12 thing, but the amount of time spent on the case is  
13 going to be pretty comparable.

14 And what the judge does next is, he says,  
15 what's a reasonable attorney's fee amount for  
16 attorneys that practice in Federal Court in this  
17 type of case in this area. And I can tell you that  
18 they will say that a reasonable fee is anywhere from  
19 300 to \$400.00 an hour.

20 So, if we take all the hours, you know, that  
21 they've put into the case and multiply that by three  
22 to \$400.00, by the time we're at trial, I can tell  
23 you that it's going to be in that ballpark and it's  
24 going to be reasonable.

25 Now, the only avenue we have to kind of strike

1 that down is, I can look at things on their time and  
2 say, well, it shouldn't take them, you know, ten  
3 hours to draft this lawsuit, which is the exact same  
4 as the lawsuit they drafted in this case only they  
5 changed the names and the day of the incident. I  
6 mean, there are ways that you can attack it. But  
7 ultimately, you know, anything that's comparable for  
8 the area and the type of law is going to be  
9 reasonable.

10 And the fact that my fees will probably end up  
11 being pretty close to half that, or 60 percent of  
12 that, it's of no bearing, because I'm doing  
13 insurance rates and I'm the Defendant, or local  
14 government rates, you know, and those are different  
15 than Plaintiff's attorneys. Plaintiff's attorneys  
16 in the area, you know, charge anywhere from three to  
17 \$400.00 an hour.

18 THE MAYOR: What do we need tonight, Anita? Do  
19 we need a consensus, do we need a motion?

20 MS. GERACI-CARVER: No motion but just a  
21 consensus to give authorization to settle or not to  
22 settle so that she has direction.

23 And then if it is determined that you would  
24 settle for that amount, then ultimately you could  
25 make that motion in a public meeting.



1 THE MAYOR: Okay. Let's start with the Vice  
2 Mayor.

3 VICE MAYOR GUNTER: I've been through these a  
4 number of times and I'd like to have a case come  
5 before us sometime that we can fight it; but under  
6 the circumstances, the cheaper route, in my opinion,  
7 is to settle.

8 THE MAYOR: Thank you. Commissioner Ranize.

9 COMMISSIONER RANIZE: Yeah, as bad as I hate  
10 to, yeah. We don't have the pockets.

11 THE MAYOR: Commissioner Lewis.

12 COMMISSIONER LEWIS: I don't think this is the  
13 one to fight on, so I think we need to settle.

14 THE MAYOR: Thank you.

15 Commissioner Bell.

16 COMMISSIONER BELL: You know, the exposure that  
17 you've given the City here could be tremendous.

18 THE MAYOR: Yeah, I agree. We have our  
19 consensus.

20 MS. GERACI-CARVER: Yes. Thank you for your  
21 direction.

22 THE MAYOR: Any questions?

23 MS. GERACI-CARVER: Do you need anything,  
24 Stephanie?

25 MS. BRIONEZ: Just to let you know kind of how

1           it will go from here. I will provide the attorney  
2           with notice that we have a consensus to agree to  
3           settle and they will have the releases, the  
4           documents, and then we'll bring those -- you know,  
5           actually we can agree to settle it at a public  
6           meeting, Anita, but the releases don't require the  
7           City's signature. They just require the Plaintiff's  
8           signature. So there's no document that they need  
9           to --

10           MS. GERACI-CARVER: Approve.

11           MS. BRIONEZ: -- execute or approve.

12           MS. GERACI-CARVER: Okay.

13           MS. BRIONEZ: The way that I draft the releases  
14           is that they are waiving their rights to bring  
15           everything back. There's no further agreement by  
16           the City or any kind of settlement agreement as far  
17           as that goes.

18           MS. GERACI-CARVER: Okay. So in that case it  
19           won't have to come back before you.

20           THE MAYOR: Commissioner Lewis.

21           COMMISSIONER LEWIS: Has the City already paid  
22           the \$30,000.00 deductible?

23           MR. LA VENIA: Now we have to pay that.

24           COMMISSIONER LEWIS: So that has to come out of  
25           the general fund in this budget year.

1 MR. LA VENIA: Yeah.

2 THE MAYOR: Yes, sir. Okay.

3 Any other questions? Okay, I'm going to  
4 adjourn the attorney/client session. I'm going to  
5 reopen the public meeting, and announce the  
6 termination of the session.

7 Would somebody like to make a motion to adjourn  
8 the public session.

9 COMMISSIONER BELL: Motion to adjourn.

10 (The hearing was concluded at 7:41 p.m.)

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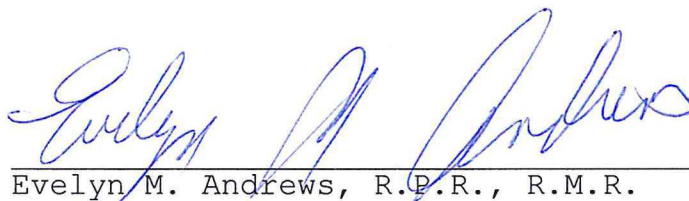
## CERTIFICATE OF REPORTER

STATE OF FLORIDA  
COUNTY OF LAKE

I, EVELYN M. ANDREWS, Registered Professional Reporter, Registered Merit Reporter, Notary Public, State of Florida, HEREBY CERTIFY THAT I was authorized to and did stenographically report the foregoing proceedings; and that the transcript, pages numbered 3 through 51, is a true and accurate record of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, or employee, or attorney, or counsel of 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 13th day of February, 2018.



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Evelyn M. Andrews, R.P.R., R.M.R.