

CITY COUNCIL CLOSED SESSION
CITY OF FRUITLAND PARK, FLORIDA

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SHADE MEETING
CONFIDENTIAL AND SEALED
SESSION BEFORE THE CITY COUNCIL OF
THE CITY OF FRUITLAND PARK

DATE TAKEN: June 13, 2013

TIME: Beginning at 6:00 p.m.
Concluding at 6:59 p.m.

PLACE: City of Fruitland Park
506 W. Berckman Street
Fruitland Park, Florida

REPORTED BY: Susan L. Davis, Professional
Court Reporter and Notary
Public, State of Florida at
Large

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1 P R O C E E D I N G S

2 THE MAYOR: Okay. We'll call to order this
3 special-called city commission meeting. The date
4 is June 13, 2013. The time is 6:05.

5 And let's stand, and I'll lead in the
6 invocation -- heck, I'll do both -- and the pledge
7 of allegiance.

8 (Whereupon, the invocation and pledge of
9 allegiance were held.)

10 THE MAYOR: We do need a roll call, ma'am.

11 THE CLERK: Commissioner Cheshire?

12 MR. CHESHIRE: Here.

13 THE CLERK: Commissioner Gunter?

14 THE MAYOR: Say here, John.

15 MR. GUNTER: Here.

16 THE CLERK: Commissioner Goldberg?

17 MR. GOLDBERG: Here.

18 THE CLERK: Vice Mayor Kelly?

19 MS. KELLY: Here.

20 THE CLERK: Mayor Bell?

21 THE MAYOR: I'm here. Very good. With that,
22 I have to announce we are going to --

23 MR. GERKEN: Yes, you need to announce the
24 commencement of the closed session, the estimated
25 length, which I'd say will be 45 minutes, and those

1 of us who are attending. And then the public and
2 the public, I guess just being Marie will leave.

3 THE MAYOR: All right. We'll announce the
4 fact that we are going into a closed session. This
5 is for the sole idea to discuss the litigation
6 strategy for the Richardson lawsuit.

7 In attendance tonight will be Vice Mayor
8 Sharon Kelly, Commissioner John Gunter,
9 Commissioner Chris Cheshire, Commissioner Al
10 Goldberg, the City Attorney, Scott Gerken, and
11 Mayor Chris Bell.

12 And I didn't catch the Reporter's name?

13 THE COURT REPORTER: Susan Davis.

14 THE MAYOR: The Court Reporter, Susan Davis,
15 and Mr. Roper.

16 What's your first name?

17 MR. ROPER: Mike.

18 THE MAYOR: Mike Roper, our attorney
19 representing us in that case.

20 MR. GERKEN: The estimated length is to be
21 about 45 minutes.

22 THE MAYOR: The estimated length will be 45
23 minutes. And at this time we'll excuse members of
24 the public. Thank you.

25 The recording is off at this point.

1 THE CLERK: Yes.

2 MR. GERKEN: Thank you, Maria.

3 THE CLERK: You're welcome.

4 (The Recording Clerk left the room.)

5 MR. GERKEN: We'll go in, as Chris said, we
6 have done this before. I'll just remind you this
7 is, as a closed session, it has been advertised.

8 We did confirm the advertisement which was
9 actually ran in the paper and had the names of all
10 the attendees, which are the same people that you
11 just named off here.

12 As the Mayor said, the -- and as we have
13 talked about before, it is important that we limit
14 the subject matter of the conversation to the
15 Richardson litigation and to the strategies and
16 discussion with regards to that.

17 It's especially timely, as we have a mediation
18 tomorrow that's been -- that we are going to with
19 regards to that case.

20 Mike Roper, myself, Marie, and a
21 representative from the insurance company will be
22 there on behalf of Fruitland Park. And they
23 understand that whatever we decide there, if
24 anything is decided, would have to come back to you
25 for approval.

1 We'll, of course, want to know tonight what
2 your thoughts are on these various issues. We have
3 some inkling.

4 We previously had a shade meeting on this
5 case, I think way back when it was first filed in
6 February, but just to refresh. And I believe at
7 that point Mike wasn't in here, in this. So for
8 his benefit, we'll get some feedback and he can
9 share his thoughts with you with regards to that.

10 This is all obviously recorded by our Court
11 Reporter, and she'll be doing a verbatim transcript
12 of that. That transcript will remain sealed until
13 the conclusion of the litigation, however it's
14 concluded, and at that point that will be made
15 public record. So it will eventually be out of the
16 shade and into the public.

17 With that, I'll turn it over to Mike. And
18 it's relatively informal, but I'm sure he'll take
19 it from here.

20 MR. ROPER: Thank you, Scott.

21 And good afternoon, Mayor, Commissioners.

22 As Scott has mentioned, we do have this
23 mediation conference that's scheduled for tomorrow.
24 And I wanted to, first thing, is I want to make you
25 all aware that it's a mandatory mediation

1 conference. It's court ordered.

2 Any case, any civil case now, either in
3 Federal or state court, first has to go to
4 mediation before we can get a trial date. So this
5 is a court-ordered, mandatory mediation conference
6 that we have to attend.

7 The thought process, frankly, when we got this
8 case first in and I had an opportunity to review
9 the pleadings and look at some of the initial
10 discovery and discuss the case with Scott, was that
11 it might be a good idea in a case of this nature to
12 try and mediate the case at an early juncture
13 rather than at the end of the discovery in the case
14 because this is a type of case where if the
15 Plaintiff were to prevail, regardless of the amount
16 of money that's recovered on behalf of the
17 Plaintiff, the Plaintiff's attorney is entitled to
18 an award of his or her attorney's fees based on the
19 amount of time that they have expended and put into
20 the case.

21 So it's not your traditional, if you get
22 \$10,000, the lawyer gets 30 percent of that or
23 40 percent of that. This is a civil rights case
24 and the way the civil rights statute are, if the
25 Plaintiff prevails in the case, they have the

1 ability to have all of their attorney fees paid.

2 So oftentimes in litigation of this nature
3 where the damages are not particularly significant,
4 you end up with a situation where, if you don't
5 mediate the case early or at least make an attempt
6 to settle the case early, you end up with, I call
7 it with the tail wagging the dog.

8 You end up litigating or fighting over
9 attorney's fees as opposed to the underlying
10 damages in the case, which is not a pleasant
11 situation to be in. And it sort of turns the whole
12 process on its head.

13 So the thought process, frankly, from our end
14 was that this might be a case where it was
15 appropriate to at least make that attempt early on
16 to mediate the case. And that's why we have the
17 mediation at this juncture of the case because the
18 discovery in this case doesn't close until December
19 of this year and actually the trial date in this
20 case isn't until June of next year. So we are, we
21 are, as far as the process is concerned, we are, we
22 are fairly early on in the process.

23 We had that discussion with Plaintiff's
24 counsel, Mr. Schroth, and he professed to be in
25 agreement with that, that plan of attack, but then

1 promptly went out and just started scheduling
2 depositions and doing a whole lot of discovery and,
3 you know, rather actively litigating the case.

4 So I don't know that we really are in the
5 posture that we had hoped that we would be in going
6 into this mediation conference.

7 One of the things that the court requires is
8 that the party who is seeking award of attorney's
9 fees in the case provide an estimate of the
10 damages, as well as an estimate of the damages that
11 are being sought in the underlying case. And that
12 was done about four to six weeks ago by Plaintiff's
13 counsel. And at that point in time he estimated
14 his attorney's fees at about \$67,000.

15 Quite a bit has happened since then. We
16 haven't gotten an updated estimate on that, but I,
17 just based on what has been taken place, I would
18 not be surprised if his current demand for
19 attorney's fees, just attorney's fees, is going to
20 be somewhere north of \$100,000, just based on the
21 work that's been done.

22 Obviously, we are going to have to wait till
23 we get to the mediation tomorrow to figure out
24 where we are in terms of that, that demand.

25 But I guess what I -- all that is in the

1 context of that I had hoped to come to you with a
2 little bit different framework here and hoped that
3 we would be going into this mediation conference
4 with some reasonable expectation or hope that the
5 case could be resolved.

6 And I guess I'll say I'm a little, at this
7 juncture, a little disillusioned or a little
8 pessimistic going in, but nonetheless, we are going
9 to go and give it our, certainly give it our best
10 shot and negotiate in good faith. But I feel like
11 I had to tell you that up front, okay?

12 I mentioned to you the case is currently
13 pending in Federal Court. As we sit here today,
14 there are two counts in the case. There is a
15 Count I which is a Federal civil rights claim.
16 It's brought pursuant to the First Amendment, and
17 it's a First Amendment retaliation claim
18 specifically.

19 And that's why the case is in Federal Court,
20 because the Federal Courts have jurisdiction of all
21 cases arising under the United States Constitution.
22 Okay?

23 There's a second count. The count, the second
24 count is a state law claim and that's the count
25 that relates to the police and fire fees, and is

1 the punitive class action lawsuit that's been
2 filed, but no class has yet been certified. And
3 that count has essentially remained dormant since
4 the lawsuit was filed.

5 The appropriate venue for the state court
6 case, the Count II, is in state court. And the
7 Plaintiff early on filed a motion to remand that
8 count back to state court. We did not oppose that
9 and, frankly, we had thought that several months
10 ago that count would have been remanded back to the
11 state court as a separate lawsuit.

12 That has not yet occurred. The magistrate
13 judge has written a report and recommendation,
14 giving his recommendation to the Federal judge that
15 Count II be remanded, which is consistent with our
16 belief and our position, but the Federal judge just
17 hasn't issued an order on that at this point.

18 So technically, going into this mediation,
19 there are still two counts in the litigation. I
20 believe, in all likelihood, that at some point in
21 time after this mediation, we will get an order
22 from the Federal judge remanding Count II to the
23 state court. It will no longer be part of this
24 particular litigation. It will be part of a
25 separate state case.

1 But my thought process was that we should at
2 least use this opportunity to at least see where
3 the Plaintiffs are in terms of their demands and
4 see if there's any opportunity to get that matter
5 resolved as part of this pending litigation.

6 The nice thing about it is there's certainly
7 no drop-dead date on this. We have the opportunity
8 to revisit it at a later date if that is the way
9 that the commission would like to approach it, but
10 since we are going to be there, since it's still
11 part of the litigation, I thought it might give
12 Scott and I an opportunity to see if something
13 could be resolved along those lines.

14 With respect to the retaliation count, you
15 know, I don't -- I know that you all are very
16 familiar with the allegations and the gist of what
17 the claim is.

18 I mean, essentially, you know, Mr. Richardson
19 is alleging that he engaged in his First Amendment
20 right to discuss or speak out about matters of
21 public concern and that constituted an exercise of
22 his First Amendment rights.

23 And the allegations are that city employees
24 and/or city officials engaged in conduct which
25 constituted retaliation against him by virtue of

1 his exercise of those First Amendment rights. And
2 as a result, he suffered damages and is entitled to
3 compensatory damages and is entitled to have his
4 attorney's fees paid as well.

5 In terms of my analysis of the case, I think
6 it's essentially a defensible case. I think that,
7 first of all, under the case law, he's got a very
8 high standard to establish that his speech did
9 constitute First Amendment speech and it's entitled
10 to protection under the First Amendment.

11 I think secondly and most important, and this
12 is really where the rubber is going to hit the
13 road, is establishing that there was some causal
14 connection between what was done and his speech.

15 There's no question that during the course of
16 time that he was a commissioner that there were a
17 number of different issues in which he was involved
18 in and that were investigated by the City as part
19 of, you know, the duties and responsibilities of
20 City staff.

21 He's characterized those as retaliation. I
22 don't believe that the evidence would support that
23 claim, but that's, that's what makes the horse
24 race. That's what we litigate and that's what
25 ultimately a jury -- hopefully, in this case, a

1 judge will decide either as a matter of law or at a
2 trial as a matter of fact.

3 You know, there are, there are two former --
4 strike that -- one former employee and one citizen
5 who have provided -- in the case of the citizen, an
6 affidavit indicating that she was asked by
7 Mr. Bowers to say untruthfully that he was
8 having -- that she was having an affair with
9 Mr. Richardson.

10 The former Treasurer, Jeannine Michaud, also
11 testified in her deposition that Mr. Bowers made
12 that same request of her.

13 They are characterizing that as retaliatory
14 conduct by virtue of Mr. Richardson speaking out
15 about Mr. Bowers's situation and his alleged affair
16 with the custodian. To this point, that frankly is
17 about the only evidence that I have seen that would
18 tie any sort of alleged retaliation to Mr. Bowers.

19 We obviously have taken a legal position in
20 this case that regardless of what Mr. Bowers may
21 have done or other officials for that matter, or
22 other employees for that matter, that those did not
23 constitute the official policy or custom of the
24 City and that's not something that the City can be
25 held liable for under the civil rights law.

1 So there are a number of legal, technical
2 defenses that we have raised. The plan of attack
3 from our standpoint is, if the case does not
4 resolve tomorrow at the mediation conference, then
5 we will start aggressively conducting discovery,
6 including the deposition of Mr. Richardson, the
7 deposition of the folks that provided affidavits,
8 and delving into, you know, the facts, the basis,
9 proof for some of the statements that they have
10 made.

11 I'm certain that you all understand this, but
12 just from a practical standpoint, I think it's
13 important that you all know that one of the things
14 that makes the defense of this case a little bit
15 more difficult is obviously that we have a number
16 of ex-employees who are not particularly happy with
17 the manner in which they left their employment with
18 the City and are helpful to differing degrees.

19 They are certainly not going to go out of
20 their way to testify favorably for the City. I
21 think they obviously will tell the truth under
22 oath, but obviously, as a practical matter, in
23 terms of preparing the case, presenting the case,
24 that poses some difficulties.

25 Probably, from my perspective, the person that

1 most fits that mold is Mr. Bowers, because he
2 obviously was very intimately involved in a lot of
3 these discussions. He is the focus of much of the
4 allegations of retaliation. And at least to this
5 point, he has been unwilling to meet with me and
6 discuss any of these matters with me.

7 Through his attorney, he's indicated he
8 respectfully declining to do that. I'm still
9 working on that, and I'm hoping to bring him
10 around, bring his lawyer around, and be able to
11 talk to him and, you know, conduct some discovery
12 that way.

13 Worse case scenario, I can schedule his
14 deposition. Obviously, you know, that's not the
15 best position to be in when you are defending a
16 case, to be deposing your former employees. And
17 there is obviously always a chance that he could
18 plead the Fifth and not testify at all, but that's
19 speculation on my part.

20 But just to point out to you some of the, you
21 know, some of the practical concerns I have in
22 terms of defending the case and the difficulties
23 that are posed there.

24 As far as the damages are concerned,
25 Mr. Richardson is claiming two separate type of

1 damages. Number one, he's claiming that, as a
2 result of the adverse publicity associated with
3 these various items, he's lost real estate
4 commissions. No specific information has been
5 provided to support that claim at this point in
6 time.

7 And that's certainly an area that will be
8 discovered thoroughly in terms of proof of specific
9 clients, deals, et cetera, that fell through
10 allegedly because of this. I'm, you know, I guess
11 I would say I'm sceptical of that claim.

12 The second area is a claim for emotional
13 distress, mental anguish, et cetera. As you can --
14 as you know, those are very, those intangible
15 damages are subject to interpretation.

16 Based on what I have heard on the various
17 tapes of the conversations, discussions, based on
18 my understanding of interactions with
19 Mr. Richardson with various employees, I think he's
20 going to have a difficult time proving those types
21 of damages. So I would say I'm sceptical of those
22 damages as well.

23 For your purposes or consideration, a number
24 that was mentioned for both of those figures in the
25 disclosure that they filed was \$100,000 for each

1 one of them; \$100,000 in lost commissions and
2 \$100,000 in claims for emotional distress and
3 mental anguish.

4 I think that brings us up to date in terms of
5 where we are on the First Amendment claim, and I'm
6 happy to answer any questions that you all might
7 have.

8 Just so you know, I'm not here today asking
9 for any specific authority or, or, or a vote on
10 anything, obviously. I think what I would like to
11 do is see how things play out tomorrow, see what
12 the demands are, get some, get some general
13 parameters from you all in terms of how you would
14 like to see us approach the case in going forward.

15 And then ultimately what I would -- anything
16 that's negotiated tomorrow would not be binding.
17 Anything that's negotiated would be, ultimately be
18 subject to your approval.

19 And the situation, the process that I would
20 envision is that if we do get to a point where we
21 feel -- the representatives of the City who are
22 going to be there tomorrow, Maria, Scott, and I, we
23 feel that we can come back to you and make a
24 recommendation that you consider a settlement, then
25 we would have another shade meeting to discuss the

1 specifics of any proposal that we were
2 recommending. And then we could discuss the
3 specifics at that point in time.

4 And then ultimately you would have to have a,
5 an open meeting, public meeting to vote on any
6 actual, you know, approval or rejection of the
7 settlement offers.

8 But if we get to a point where it's just based
9 on what we talk about this afternoon, we just don't
10 think it's, it's something that you all would even
11 be interested in or something that we could not
12 recommend to you, then we would let you know that
13 the case had impassed. And then, you know, we will
14 proceed forward with the litigation.

15 But I think just for the purposes of, for
16 assisting Scott and I and Maria in negotiating
17 tomorrow on behalf of the City, it would be helpful
18 to at least know generally what your thoughts are
19 and what you would like to see us try and
20 accomplish with respect to the First Amendment
21 claim.

22 The insurance representative will be present.
23 They are the ones that will be authorizing any
24 settlement, any monetary offers that are extended.
25 As you know from our previous meeting, ultimately

1 if there are any offers that are extended and
2 accepted, ultimately that's going to be subject to
3 your approval as well. So...

4 MR. GUNTER: Could they make that offer
5 tomorrow without us giving them authorization to
6 make an offer?

7 MR. ROPER: They would make the offer subject
8 to your subsequent approval.

9 MS. KELLY: Even if you make any kind of a
10 settlement, we can't turn around and sue him for
11 damages then, right?

12 MR. ROPER: Well, certainly if --

13 MS. KELLY: If you make any kind of a
14 settlement --

15 MR. ROPER: Go ahead. I'm sorry.

16 MS. KELLY: Okay. If you make --

17 MR. GUNTER: If the insurance wants to settle
18 tomorrow.

19 MS. KELLY: Yeah. Then we can't, in turn,
20 take up a lawsuit against him for damages because,
21 in the lawsuit, that's dismissing our claim.
22 That's saying that he wins.

23 MR. ROPER: Well, no. First of all, any
24 settlement that would be negotiated would include a
25 nonadmission of liability.

1 The settlement would only be with the City.
2 The City is the only named party. So they, at this
3 point in time, they have not asked for a mutual
4 release from the City, but they certainly might.

5 MS. KELLY: Okay. Well, he's caused me to a
6 heart attack with this stuff, okay? And I have got
7 hospital records and everything. So I can sue him
8 even if you settle?

9 MR. ROPER: Well, I'm not your attorney and I
10 can't advise you --

11 MS. KELLY: No, I'm know. I'm just saying.

12 MR. ROPER: -- which is why I was trying to be
13 very careful to tell you that the City is the only
14 party to this litigation.

15 So in terms of any sort of a mutual release,
16 if that's asked for -- to this point that hasn't
17 been asked for, but if that is asked for, first of
18 all, that's something that would have to be
19 approved.

20 And, secondly, it would be only as to the
21 City, not as to any individual claims that anyone
22 might have.

23 MR. GUNTER: Well, I don't want the insurance
24 company to go in there tomorrow and say, "Hey,
25 we'll give you 150,000 or we'll give you 100,000 on

1 each case." I mean, is something that the
2 insurance representative there would do?

3 MR. ROPER: Well, first of all, I don't think
4 there are going to be any offers made at those
5 levels. So to the extent that that gives you any
6 solace.

7 But I think that the way the process would
8 work is, the insurance company is going to do their
9 own evaluation of the case. Okay? You know, I
10 report to them and to you guys, you know?

11 So I report to them, I tell them what's
12 happening in the depositions. They make their own
13 evaluation. They ask me for my input. They ask me
14 for my suggestions, okay?

15 Obviously, one of the things that they do, and
16 you know this from personal experience, is they
17 look at what the future anticipated defense costs
18 going forward are going to be. And so if there is
19 a situation where they think they can get the case
20 settled for a relatively small amount of money, to
21 eliminate future risk to the City, future defense
22 costs, they might make that offer, okay?

23 To a large extent, I think we are kind of
24 putting the cart before the horse here, which
25 sometimes, you know, I don't want to -- which is

1 why I'm a little reluctant sometimes to do these
2 meetings ahead of time before we know what's on the
3 table.

4 But the question is, can you, can the City
5 tell the insurance company not to make any offers
6 at mediation? The answer to that is probably no.
7 What the City can do is if the insurance company
8 does reach an agreement, the City can say it won't
9 approve that agreement.

10 THE MAYOR: Yeah. But then we are, then we
11 are stuck again.

12 MR. GOLDBERG: With that same, the same
13 guidelines you went through. So if they offer and
14 we say no, then we are on the hook?

15 MR. ROPER: Correct.

16 MR. GERKEN: Conceivably. If you proceed on
17 and then we lose the lawsuit.

18 MR. CHESHIRE: Do you really think he's going
19 to accept anything though?

20 MR. GERKEN: So, for instance, let's use, you
21 know, they say, "We'll settle it for 500 bucks."

22 And the insurance company says, "Sure, we'll
23 settle this for 500 bucks."

24 And we come back to you and say, "We can
25 settle this whole case for 500 bucks."

1 And you say, "No, heck, we are not giving him
2 anything, no \$500," that would put you in the same
3 situation you were with Stein (ph); that you have
4 the ability to say no, but then if we go down the
5 line and we end up losing, then you're on the hook
6 for any additional damages, together with all the
7 additional attorney's fees and costs that are
8 ramped up from there.

9 MR. GUNTER: At what point do we get on the
10 attack mode? After tomorrow?

11 MR. ROPER: After tomorrow.

12 MR. GERKEN: That's why -- and to reiterate
13 what Mike said, the whole purpose of mediating
14 early, we all agreed -- and I was in on that
15 conversation -- that we were going to keep costs
16 down because if you spend a lot of money, that is
17 going to defeat any kind of reasonable offers.

18 We all agreed we were going to take limited
19 depositions, if none, until we had the mediation.
20 And then after that, as you know, we have had
21 several employees that have been subjected to
22 depositions and a lot of time has been spent.

23 We are not exactly sure why all that time has
24 been spent and are pessimistic that that's going to
25 hurt the ability of this case to settle tomorrow.

1 But we can't stop that, and -- and that's where we
2 are now.

3 MS. KELLY: Mr. Roper, you said that one of
4 the things that he is alleging that his reputation
5 was hurt for earning an income.

6 He had some kind of problem before he came
7 here that was in the newspaper and there were, you
8 know, articles about it and everything, that he got
9 very upset and thought that our secretary had put
10 it out for everybody to see or something, but it
11 wasn't, she didn't.

12 But that would have been what hurt his
13 reputation, not anything coming from the City. Are
14 you aware --

15 MR. ROPER: First of all, I'm familiar with
16 that, because that's one of his allegations of
17 retaliation.

18 And, secondly, obviously that is something
19 that we would be using to rebut any presumption or
20 any argument that his reputation was adversely
21 affected by any of the issues that occurred here.

22 MR. CHESHIRE: As a political official, you
23 have no -- I mean, basically you're up here and
24 people can say whatever they want. I mean, as a
25 politician, as a public official, I don't have the

1 right to say, "They can't say that," that's part of
2 my -- isn't that part of being a public official?
3 I mean...

4 MR. ROPER: And that's what I was alluding to
5 earlier when I said the courts have imposed a very
6 high standard in terms of whether or not speech by
7 elected officials is entitled to First Amendment
8 protection.

9 Essentially, what the courts say is that, you
10 know, as an elected official, you need to have a
11 thicker skin. You need to expect that folks are
12 going to take positions that are adverse to you and
13 may call you names and may say things about you
14 that you don't particularly like.

15 And, and generally that's not, you're not
16 entitled to First Amendment protection there. So,
17 in terms of my analysis of the legal issues, I have
18 certainly taken that into account.

19 MR. CHESHIRE: If this gets separated into
20 Count I, Count II, are we still covered by the
21 insurance company for both counts or does the
22 insurance go away and we have to pay you guys?

23 MR. ROPER: Don't say "you guys," because I'm
24 your lawyer, okay? It's an awkward -- you know,
25 that tri-part type of relationship is what they

1 call it. They pay my bills, but I'm your lawyer,
2 okay? My ethical obligations, my legal obligations
3 are to you and, and I -- you know, if there's, if
4 those were to ever part, then I have to put them on
5 the back burner and, you know, I'm with you guys,
6 okay?

7 So the insurance company has denied coverage
8 for Count II. Okay? If Count II is severed, then
9 my firm will no longer be paid by the insurance
10 company to defend you on Count II. It will be a
11 separate case in state court. And at that point in
12 time the City would be responsible for its own
13 defense there.

14 MR. CHESHIRE: Scott, why isn't it covered?
15 Because it's...

16 MR. GERKEN: Taxes and those type of issues,
17 it's not the type of things that are covered by a
18 liability insurance policy.

19 MR. ROPER: There's a specific exclusion for
20 suits seeking to recover fees, assessments, taxes,
21 for obvious reasons, you know. If that was
22 insurable, then, you know...

23 MR. GUNTER: If we go to trial, are you the
24 trial lawyer?

25 MR. ROPER: If we go to trial on the First

1 Amendment case, I'm the trial lawyer.

2 MR. GOLDBERG: Mr. Roper, is there any case
3 law to support this on our side against them, where
4 this has been done in the courts before and, you
5 know, rulings have been in favor of the cities?

6 MR. ROPER: Absolutely. Absolutely. There
7 are -- you know, this issue has been litigated
8 before -- okay -- in, frankly, very similar
9 circumstances.

10 The problem with this type of a case is it's
11 very fact specific. Okay? And, you know, there
12 are, the courts are going to look at, at the
13 specific facts. And the judge may look at it and
14 go, "Hey, this doesn't meet muster," or he may say,
15 "It's a jury question and it needs to go to the
16 jury."

17 I think we have got a good shot at summary
18 judgment. I think that's one of the reasons we
19 moved the case to Federal Court in the first place
20 because Federal Courts are much more apt to grant a
21 summary judgment. It's virtually impossible to get
22 a summary judgment in a state court nowadays. They
23 are all looking over their shoulders, and they
24 don't want to be overturned.

25 The Federal judges are much more apt to take a

1 good hard look at it and go, "You know what, maybe
2 he didn't like what happened, maybe it wasn't even
3 right, but it doesn't meet the stand for a First
4 Amendment retaliation case, and so we are going to
5 throw it out."

6 I feel as though we have a better than average
7 chance on that. And then if the case goes to
8 trial, you know, I feel as if there is ample
9 justification for the conduct that was taken.

10 You know, I have sat down and I have talked
11 with the staff in terms of why certain
12 investigations were initiated, why certain conduct
13 was taken, and I feel as if we can present a very
14 good case to the jury in terms of what happened and
15 why it happened. So, you know, that's why I say to
16 you I think it's a defensible case.

17 Any case has risks. Okay? You sit up here
18 and any lawyer who says, "I win my case ten out of
19 ten times," I'll take issue with that, okay? Any
20 case has risks. I think in this case, we have a
21 better side of the argument. We have a better side
22 of the argument on the damages.

23 But the problem is it's going to be an
24 expensive case to defend, okay? I think I
25 mentioned to you this with the other matter; and

1 that is, unlike an auto accident case where you
2 have got one incident, one set of witnesses, these
3 are the doctors that treated the guy afterwards,
4 you're done.

5 In a case like this, you have got multiple
6 incidents and they all interrelate. And they all
7 have different sets of witnesses and different
8 facts and different time frames, and everybody
9 remembers everything differently.

10 So the discovery and preparing the case for
11 trial is a lot more complex than it would be with a
12 more, you know, more direct, simple case. And so
13 they are expensive cases to defend.

14 There's a lot of work that has to be done
15 between now and trial, if we get to that point; and
16 certainly between now and summary judgment. So,
17 you know, that's one of things we need to take into
18 consideration.

19 THE MAYOR: So basically the insurance company
20 is going to be looking at that figure, whatever
21 that figure is going to be...

22 MR. ROPER: Well, that's one of their
23 considerations. Okay? I think it would be, it
24 would be incorrect to say that they are just
25 looking at that issue, because they don't pay

1 claims just to, to settle lawsuits or avoid costs.
2 I mean, they are going to look at the, the merits
3 of the case as well and what I'm telling them in
4 terms of what I think the merits of the case are,
5 okay?

6 But it, you know, it would be naive to say
7 that they don't take into consideration future
8 defense costs, because -- but let's just use
9 Scott's example. If we show up tomorrow and they
10 say, "We'll take 500 bucks to go away," they are
11 going to say, "Where can I write the check," you
12 know.

13 And so it's a consideration. In this case, I
14 don't think it's going to be an overriding
15 consideration. And, frankly, you know, I could be
16 wrong here, and I have gone to mediations before
17 where I thought we had absolutely no chance of
18 getting the case settled. And by hook or by crook,
19 or by some reason the case gets settled.

20 My impression, and I may be wrong, I don't
21 know these folks other than, you know, my dealings
22 with them over the last couple of months, but I'm
23 anticipating that they are going to make some
24 fairly unreasonable demands and significant demands
25 and that, you know, it's going to be difficult, if

1 not impossible to reach any sort of a settlement,
2 but I may be proven wrong. But that's, that's kind
3 of where we are.

4 MS. KELLY: There's nothing that we can do to
5 keep them from, like they are doing depositions on
6 people that weren't here when he was here, but, you
7 know, like the city manager or acting city manager
8 we had. Why are they doing depositions on him?

9 MR. ROPER: Well, they must feel as if he had
10 some relevant information.

11 MS. KELLY: Were you at his deposition?

12 MR. ROPER: I was at his deposition. I didn't
13 think there was a lot of, whole lot of relevant
14 testimony since he wasn't here during the
15 timeframe, but he did offer some testimony about
16 his feelings or his thoughts about the police and
17 fire fees. And, you know, and arguably that could
18 have been relevant to the case.

19 Just so you know, in Federal Court, each side
20 is limited to ten depositions. And then if he
21 wants to take more than ten depositions, he's got
22 to seek leave of the court to do that and explain
23 to the court why he thinks that he needs more than
24 ten depositions.

25 When we got started with this case, I believe

1 they wanted 20 a side or something like that?

2 MR. GERKEN: Something like that.

3 MR. ROPER: And I just told them, no, we
4 weren't interested in that. We were going to stick
5 with the ten depositions.

6 It will be interesting to see. I'm sure he
7 will, in fact, in the future ask for additional
8 depositions, and we'll have to oppose that.

9 MR. GERKEN: Was 14, I thought at some point
10 that an order, there was some stipulation as to 14
11 depositions?

12 MR. ROPER: No. It's ten.

13 MR. GERKEN: It's ten. Okay. And they have
14 already taken --

15 MR. ROPER: They have taken five or --

16 MR. GERKEN: Five or six.

17 MR. ROPER: Four or five.

18 MR. GERKEN: Next week they have scheduled, if
19 we don't settle, they have Chief Isaacs's
20 deposition and Officer Sirolli's depositions.

21 MR. ROPER: Yeah. It's actually, Sirolli is
22 next week --

23 MR. GERKEN: And Isaac's is --

24 MR. ROPER: Diane is next and then Isaac's is
25 after that.

1 MR. GERKEN: So that will almost use up
2 their...

3 MR. ROPER: Yeah, they'll be getting close.

4 MS. KELLY: Well, they sent me one, but then
5 they canceled it.

6 MR. ROPER: Yes.

7 MS. KELLY: So does that mean I don't have to
8 take one at all --

9 MR. ROPER: Well, no --

10 MS. KELLY: -- or they can come back later
11 and -- okay.

12 MR. ROPER: Yeah, they could come back and
13 reschedule your deposition.

14 MS. KELLY: They don't want to hear what I
15 have to say.

16 THE MAYOR: They did schedule mine and wanted
17 me there all day. And, of course, I had hearings
18 in the middle of that day. I'm fairly booked
19 through the month of July.

20 MR. ROPER: We have some flexibility on that.
21 We can work with your schedules. As I said, the
22 discovery is through December, so we can --

23 MR. GERKEN: As long as you are made available
24 sometime in that period.

25 THE MAYOR: Right now they've scheduled me for

1 October, November, and December.

2 MR. ROPER: Okay. Well, my office will work
3 with you on that in terms of getting dates that are
4 convenient.

5 The court requires the lawyers to be
6 cooperative and courteous with each other in terms
7 of scheduling witnesses' depositions. You know, we
8 can't be obstructive in terms of saying, you know,
9 "We'll give you to him on December the 25th," or
10 something like that, you know. As long as we are
11 acting reasonable there, that should not be a
12 problem.

13 And, you know, frankly, since we are here
14 talking about litigation expenses, it behooves us
15 to work cooperatively because that saves you from
16 filing motions and things.

17 THE MAYOR: Yeah. But are they going to be
18 cooperative? They are not appearing so at this
19 point.

20 MR. ROPER: Well, you know, frankly, they can
21 either be cooperative or we'll asking for the
22 court's intervention, you know. The court is the
23 ultimate arbiter of whether or not -- of what we
24 have done is reasonable or not. So they don't get
25 to call the shots, the judge does, so.

1 MR. GERKEN: I would expect they would
2 probably want to depose most of you at some point.
3 And whether they can do that within their limit, I
4 would be surprised if they didn't depose you as the
5 elected officials during that time period though.

6 MR. ROPER: Yeah. I think, I mean, I think
7 they gave us a list at one point in time and I
8 think every one of you, all the Commissioners are
9 on it and then a couple of additional City
10 employees, who have not yet been deposed.

11 MR. GOLDBERG: My theory is, if I was a
12 betting man, they are not going to settle. It's
13 not like his personality to do that. He wants to
14 retaliate against the City at any cost to the City.

15 MS. KELLY: The problem is, is I don't think
16 that he can afford to be paying his attorney. So
17 he's going to have to try to find some way to have
18 his attorney paid.

19 MR. ROPER: I don't have any insight on that,
20 but -- so I guess, I guess, as it relates to the
21 First Amendment claim, I think what I'm saying to
22 you is the plan of attack is to go tomorrow with an
23 open mind and in good faith to see whether or not
24 this is a potential exposure to the City that can
25 be eliminated for a reasonable settlement.

1 And if it can, then I'll come back to you and
2 make that recommendation to you. If it's just, you
3 know, we want everything, I don't know that it's
4 worthwhile having another one of these meetings. I
5 think that we can relay that feedback to you, you
6 know, through Scott in terms of, you know, we
7 reached an impasse in the mediation.

8 One of the things that's important, and just
9 as, just as this proceeding here is confidential,
10 anything that occurs at the mediation conference is
11 also confidential. It can't be used in any later
12 proceedings. It can't be discussed outside the
13 context of the litigation.

14 And so if we were to relay any information to
15 you, that information would have to be maintained
16 confidential and not discussed. And, frankly, you
17 know, if it were, it might ultimately be
18 detrimental to the City's position, and it could
19 lead to some sanctions from the Court for violating
20 the mediation rules, so.

21 MR. CHESHIRE: I'm just worried that if we --
22 I kind of feel like we're targeting -- if you
23 settle this with him, it seems like people are
24 going to keep using that. I mean, we have police
25 officers, which I won't talk about.

1 But it seems like we are a target. Every time
2 we settle, somebody says, "Hey, they'll settle for
3 him, look, they'll settle. Hey, look, they'll
4 settle."

5 MS. KELLY: Or can he do that? If we settle
6 with it now, can he turn around and come back later
7 and try to sue again?

8 MR. ROPER: For any new matters, yes. Nothing
9 that's occurred in the past.

10 MR. GERKEN: Nothing that's happened, no.

11 MS. KELLY: He's like getting copies of
12 everything that's going on in the City. Almost
13 daily, you know, there's new requests for...

14 MR. ROPER: Yeah, I understand. I understand.
15 I'm reading a lot of them.

16 MS. KELLY: That is harassment. How can we --

17 MR. GERKEN: The repeated questions and things
18 like that?

19 MS. KELLY: Yeah.

20 MR. GERKEN: The laws allow that type of
21 public access.

22 MR. CHESHIRE: The requests don't bother me,
23 but --

24 MR. GERKEN: But, again, we can't get into
25 those discussions.

1 MR. GOLDBERG: Right.

2 THE MAYOR: The insurance company is aware
3 of -- I mean, it's just like not only the requests
4 here, but they are out in the field photographing
5 our employees at work --

6 MS. KELLY: Yeah.

7 THE MAYOR: -- you know, all this on a regular
8 basis.

9 MR. ROPER: Yeah. No, I mean, I know about
10 that. I can't say I understand why, but I do know
11 about those activities. You know, unfortunately, a
12 lot of it just comes with the territory being a
13 public entity, being a public official working for
14 a public entity.

15 Obviously, if it were to cross the line -- and
16 I see Commissioner Kelly looking at me --

17 MS. KELLY: Yeah. It already has, jeeze.

18 MR. ROPER: Where that line is, I'm not the
19 arbiter of that, but --

20 THE MAYOR: Well, there again, Mike, you know,
21 this target thing, I mean, if he, if he walks in
22 there and they say, "Okay, we'll settle this for 50
23 grand."

24 He walks out of there smiling and says, "Okay,
25 tomorrow I'll start getting the next one, you

1 know."

2 MR. ROPER: Well, that's, that's certainly
3 always a consideration. I mean, you know, any
4 settlement would involve a release for anything in
5 the past, but you can't release for the future.

6 MR. GUNTER: But if you settle for 50 plus the
7 100,000 his lawyer gets, that's \$150,000, correct?

8 MR. ROPER: Well, any settlement would be a
9 global amount. We wouldn't settle plus fees or
10 anything like that. It would be a global.

11 MS. KELLY: What's our deductible on this one?

12 MR. GUNTER: I thought you said this being a
13 civil case, his lawyer gets the 100,000?

14 THE MAYOR: If we go to court.

15 MR. ROPER: If we go to court and the jury
16 returns a verdict.

17 MR. GUNTER: Oh, okay.

18 MR. ROPER: Any settlement, we would never
19 settle a case saying, "We're going to pay you X and
20 then your lawyer gets to litigate what his fees
21 are," or whatever. I would never advise that. It
22 would be X number of dollars for everything,
23 including attorney's fees.

24 MR. GERKEN: Which gets back to the earlier
25 point that if their fees are truly closing in on

1 100,000 bucks, that the chances of this settling,
2 if they are looking for the City to pay those fees,
3 are extremely low.

4 MS. KELLY: I would love for him to have to go
5 up in front of a judge and just sit there and spout
6 off like he does to us.

7 We had a political person here from the state,
8 okay, one night, and he spouted off like that. And
9 it was a woman, and she just like, "We would have
10 him removed from the building. We wouldn't allow
11 him even in here."

12 MR. ROPER: Some of my best evidence are his
13 statements on those commission tapes.

14 MS. KELLY: Yes, really.

15 MR. GOLDBERG: Especially for Count II.

16 MR. GERKEN: May we talk briefly about the
17 fees. It still is -- we talked about that in
18 February, and I don't think that's really changed.
19 Most of what's happened in the case with the
20 depositions and all that, has been centered around
21 the other, 1983.

22 As you know, and as I said in February, I
23 do -- the problem we have with the police and fire
24 service fees is that it's not an established way of
25 doing things. They are not blessed by the law.

1 And, in fact, there are some -- there is some
2 law that says that they can be improper; both
3 because it's, police services are oftentimes not
4 the kind of things that you can voluntarily select
5 because it's a, it's a police power of the state,
6 and also because typically you have user fees for
7 proprietary things. Things that you can purchase,
8 not something like a police power.

9 So those fees themselves, I think there is a
10 very good chance that, going down the line, that a
11 court could find the fees being improper. I have
12 advised and you all have previously said that the
13 notion would be that we should probably, in the
14 near future, stop, probably for next budget year,
15 charging the police and fire user fees.

16 A lot of people have opted out at this point
17 anyway, and I think going forward that would be my,
18 my recommendation.

19 For purposes of tomorrow though, if we can
20 resolve that case for, basically we'll agree that
21 we are going forward, we are not going to charge
22 these police and fire fees, I think that is
23 something that we could, we could reasonably do.
24 And I think that would be in the best interests of
25 the City.

1 MS. KELLY: Wouldn't that go against us? If
2 this were to go to court, wouldn't that go against
3 us? Us stopping it now?

4 MR. GERKEN: No. We would settle that issue.
5 We wouldn't go to court. That's the thing. We
6 would be done with that, if we can settle the Count
7 II and be done with any dispute with regards to the
8 police and fire fees.

9 What is going, what the big sticking point
10 though that's been, is they have been asking for a
11 refund of all of these fees, you know, about half a
12 million bucks or something like that, since we
13 started charging it.

14 That's actually an issue that we feel
15 strongly, both because it's voluntary and all the
16 factors that go into that, that we do not think
17 that a refund would be proper in this case; and
18 feel good that the court would not give a refund of
19 those fees.

20 So I think if they are just looking for us to
21 stop charging the fees, that would be something I
22 would support. But, again, we don't know what we
23 may see there tomorrow.

24 Just to get your thoughts on that, I think
25 that's kind of the line we are going on that. And

1 maybe -- there hasn't been a lot of, we don't
2 really know what's driving some of these -- I mean,
3 we all know the Plaintiff, but we are not exactly
4 sure what the real agenda is here that they are
5 trying to get, and so we'll find out some of that
6 tomorrow.

7 If it's just simply a matter of having these
8 fees stopped, then I would advise doing that until
9 such time as they are established that it's
10 something you can or can't do.

11 But I would not support and do not intend, you
12 know, going in there offering any kind of great
13 refunds or something for fees that have been
14 charged in the past.

15 MR. CHESHIRE: Can you settle one part and not
16 the other? Can you settle --

17 MR. GERKEN: We could use, yes. And
18 particularly in this odd case, because sooner -- we
19 are both shocked it hasn't happened yet. It's kind
20 of been a good thing for the City though, that they
21 have stayed together this long, and we always talk
22 about that.

23 But, yes, we can settle one count without the
24 other, and so maybe --

25 MR. CHESHIRE: We really want the police and

1 the fire fees settled so that we don't have to pay
2 ourselves for the court --

3 MR. GERKEN: Yes.

4 MR. GOLDBERG: -- so that would be a nice --

5 MR. GERKEN: Yes, if we could get that
6 somehow. That's a little more complicated to
7 settle because that's a punitive class which hasn't
8 even been established yet. So if we did a
9 settlement, we would have to go through all those
10 gyrations of sending notices to all the people and
11 blah, blah, blah.

12 But it could, that could possibly happen.
13 But, again, there has to be some reasonableness
14 on -- we are not going to cough up a ton of
15 refunds.

16 All that money has gone for police and fire
17 services within the City and has benefited the City
18 and served a good purpose and I -- which is, I'm
19 not preaching about that anymore, but I don't
20 understand the purpose of trying to force those
21 refunds.

22 THE MAYOR: I don't have a problem with that.
23 I think that would be a good thing for the City to
24 settle that part.

25 MR. GERKEN: I mean, again, we'll give it a

1 good faith try.

2 THE MAYOR: Most of us here were not in favor
3 of those fees in the first place. They were being
4 driven by somebody that's not here anymore.

5 MR. GOLDBERG: And the information was being
6 passed on by someone else and actually driven by
7 someone else.

8 But I have a question. What if we just decide
9 to maybe even to suspend those fees and not to a
10 date certain --

11 MS. KELLY: That would mess up our budget
12 then. It's already figured in our budget through
13 the end of the year --

14 MR. GOLDBERG: But you've got to understand it
15 would be maybe something that could be taken
16 there --

17 MS. KELLY: It makes you look guilty when you
18 do that.

19 MR. GERKEN: We can talk about that at a later
20 date.

21 MR. GOLDBERG: I'm just asking the questions.

22 MR. GERKEN: For the purposes of the
23 mediation, we don't need to get into that tomorrow.
24 It depends on what's happens after tomorrow.

25 THE MAYOR: That's kind of taking that ace,

1 taking that ace away. They'll think we are
2 actually doing something tomorrow.

3 MR. GOLDBERG: Well, they won't know anything
4 about this until after the fact.

5 THE MAYOR: No. But if we, in a meeting
6 tonight, agree to suspend them --

7 MR. GOLDBERG: That's why I'm asking it now --

8 THE MAYOR: Oh.

9 MR. GOLDBERG: -- because they are not, they
10 can't, they aren't hearing this until after
11 everything is settled.

12 THE MAYOR: We can't take that action.

13 MR. GOLDBERG: Right. But I was just asking
14 our attorneys.

15 MR. GERKEN: Down the line we'll talk about
16 that potentially at a later date, but --

17 MR. ROPER: That would take away our
18 bargaining chip for tomorrow, you know. If that's
19 something that --

20 THE MAYOR: They'll think they're really doing
21 something if they --

22 MR. GOLDBERG: No matter what, if they make an
23 offer tomorrow, he's won even more because it's
24 definitely going to go into the press.

25 MR. ROPER: Well, it can't.

1 MR. GOLDBERG: Well, I mean if they accept
2 the, if they accept the mediation.

3 MR. ROPER: Well, I think one of the cases is
4 resolved --

5 MR. GERKEN: If they reach a settlement.

6 MR. GOLDBERG: Yeah. Then he's going to be,
7 he's just going to be like a kid in a candy store.

8 MR. ROPER: Because, you know, if there's
9 anything that's discussed in the mediation that's
10 in the press, they are going to have a real
11 problem.

12 MR. GOLDBERG: And I hope he does that, but --
13 I don't know.

14 MR. GERKEN: Okay. Do you need anything else?

15 MR. ROPER: No. You know, as I said, I felt
16 because of the nature of this case, I normally
17 wouldn't come in front, appear in front of you
18 before the mediation. Normally, we would come
19 afterwards and say, "These are the offers, these
20 are the demands, what do you want to do?"

21 I just felt that because of the nature of this
22 case, because of the fact that we have Count II,
23 which is an uncovered count and the City will be on
24 the hook for that one, that it would be helpful for
25 us to have some direction on that one as well.

1 THE MAYOR: Count I, I don't think anybody
2 here wants to see a settlement.

3 Count II, yes; if it's take away the fees, I
4 think would be settlement.

5 MR. ROPER: Okay.

6 MR. GERKEN: Okay.

7 THE MAYOR: Kind of our feelings.

8 MR. ROPER: Right. We were just looking for
9 a -- not a consensus, but just some direction in
10 that regard. So we can try and negotiate within
11 those parameters and hopefully be able to come back
12 to you and suggest that, you know, here is
13 something that's workable, that may work for you on
14 Count II or on both of them.

15 Okay. So I really appreciate your time and
16 your thoughtfulness and direction.

17 MR. GOLDBERG: Where is it going to be done
18 at?

19 MR. ROPER: It's actually going to be in
20 Eustis at Derek Schroth's office. The mediator is
21 from Ocala -- I'm sorry, Gainesville. I have used
22 him many times in the past, so.

23 THE MAYOR: Why at Derek Schroth's office?

24 MR. ROPER: Because we would have to go to
25 Gainesville otherwise.

1 MR. GOLDBERG: We couldn't have it in a
2 neutral area?

3 MR. ROPER: We could have.

4 MR. GERKEN: It's fine.

5 MR. ROPER: I don't mind going into the lion's
6 den. That doesn't bother me.

7 MR. GERKEN: We're perfectly fine. This
8 sounds crazy, but you can leave --

9 MS. KELLY: You could have done it here.

10 MR. GERKEN: We could. And actually, we are
11 doing -- the depositions are all at our office.

12 But, frankly, I didn't want all these people
13 galavanting around my office. I would just as soon
14 go over there. And if we don't -- I mean, I'm
15 being totally honest.

16 And we can also leave at the conclusion of the
17 mediation. And if it's at our office, it's a
18 little awkward, so.

19 MS. KELLY: Does he get weirdo at these -- is
20 he there when you do this?

21 MR. ROPER: He has been. Mr. Richardson, I'm
22 assuming you're talking about, yes. He has been
23 present. He's been very -- he has not been in any
24 way obstructive, and very quiet.

25 MR. GERKEN: But he's there. And he'll be

1 there tomorrow. He'll be there, as well as the
2 Howards. Don't forget the other potential
3 plaintiffs, punitive plaintiffs.

4 All right. Well, we're done. You just need
5 to reopen main meeting and announce the termination
6 of our closed session.

7 MR. ROPER: I guess we close this one first
8 though?

9 MR. GERKEN: Yes, we close this session.

10 THE MAYOR: Yes, sir.

11 MR. GERKEN: Okay.

12 THE MAYOR: All right. With that, we'll go
13 ahead and close our closed session, and we will
14 reopen as our regular special commission meeting.

15 MR. GERKEN: Our regular commission -- or not
16 regular -- yes, our regular special city commission
17 meeting.

18 (The proceedings were concluded at 6:59 p.m.)

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C E R T I F I C A T E

STATE OF FLORIDA:
COUNTY OF LAKE:

I, SUSAN L. DAVIS, Professional Court Reporter and Notary Public, State of Florida at Large, certify that I was authorized to and did report the foregoing proceedings, and that the transcript, Pages 3 through 51, is a true and correct record of my stenographic notes.

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

DATED this 24th day of June, 2013.



SUSAN L. DAVIS, PROFESSIONAL
COURT REPORTER AND NOTARY
MY COMMISSION #EE 039717
EXPIRES: DECEMBER 12, 2014
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