



MEMORANDUM

Office of the City Attorney

000119

Phone: 334-5011/Fax 334-2229
Box 46

TO: Mayor and City Commissioners

DATE: June 26, 2000

FROM: City Attorney

CONSENT

SUBJECT: Jack W. Martin v. City of Gainesville;
Case No.: 01-00-CA-1814

Recommendation: The City Commission authorize the City Attorney, and/or special counsel if insurance coverage is available, to represent the City in the case styled Jack W. Martin v. City of Gainesville.

On or about June 12, 2000 the City of Gainesville was served with a complaint by Jack W. Martin. Mr. Martin alleges the City of Gainesville's Policy of providing health insurance and other benefits to domestic partners of City employees is unconstitutional and in violation of state law. He seeks a declaration from the court that the provision of such benefits is unlawful, an injunction restraining the City from providing such benefits, attorney's fees and such other relief deemed appropriate by the court.

Prepared by:

Debra S. Babb,
Assistant City Attorney

Approved and
submitted by:

Marion F. Radson,
City Attorney

EIGHTH JUDICIAL CIRCUIT
IN AND FOR ALACHUA COUNTY
CIVIL DEPARTMENT



JACK W. MARTIN,

Plaintiff,

v.

CITY OF GAINESVILLE,

Defendant.

Case No. 0100-CA-1814

Div 9.

A TRUE COPY
STEPHEN M. OELRICH, SHERIFF
ALACHUA COUNTY, FLORIDA

Served at 12:58 PM, on the 14 day
of June, 2000
By [Signature]
As Deputy Sheriff

TO: City of Gainesville
Mayor Paula M. DeLaney
200 E University Ave, Station 19
Gainesville FL 32601

SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and a copy of the complaint or petition in this action on defendant CITY OF GAINESVILLE.

The defendant is required to serve written defenses to the complaint or petition on MATHEW D. STAVAR, Plaintiff's attorney, whose address is 210 East Palmetto Avenue, Longwood, Florida 32750, within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the clerk of this court either before service on plaintiff's attorney or immediately thereafter. If the defendant fails to do so, a default will be entered against the defendant for the relief demanded in the complaint or petition.

DATED on June 8, 2000

J.K. "Buddy" Irby
As Clerk of the Court - Alachua County
P.O. Box 600 - 201 E. University Avenue
Gainesville, FL 32602
(352) 374-3636

By [Signature]
As Deputy Clerk



COPY

EIGHTH JUDICIAL CIRCUIT
IN AND FOR ALACHUA COUNTY
CIVIL DEPARTMENT

JACK W. MARTIN,
Plaintiff,
v.
CITY OF GAINESVILLE,
Defendant.

Case No. *0100-CA-1814*
Dw J.

COMPLAINT FOR DECLARATORY JUDGMENT
AND PERMANENT INJUNCTIVE RELIEF

COMES NOW the Plaintiff, JACK W. MARTIN (hereafter "Plaintiff"), by and through his undersigned counsel, and respectfully requests this Court to issue Declaratory Judgment and Permanent Injunctive Relief. In support thereof, Plaintiff shows unto the Court as follows:

1. This is a civil action whereby Plaintiff seeks Declaratory Judgment and Permanent Injunctive Relief enjoining Defendant, THE CITY OF GAINESVILLE (hereafter "Defendant"), its agents, servants and employees and those acting in active concert and with actual notice thereof, from applying and enforcing the Defendant's Policy Related to Health Insurance Benefits to Domestic Partners of City Employees, and Defendant's Personnel Policies which provide sick leave, bereavement leave, employee assistance program, and leave bank benefits to Domestic Partners of Defendant's employees and from acting in such a manner as to violate the Constitution and general laws of the State of Florida, including, but not limited to, Florida Statute §741.212 (hereafter "Defense of Marriage Act"). Plaintiff also prays for Declaratory Judgment to determine the constitutionality of Defendant's Policy and actions in providing benefits to domestic partners of Defendant's employees and to declare Defendant's Policy and actions, both on its face and as applied, unconstitutional and in violation of state law.

JURISDICTION AND VENUE

2. This action arises under the laws of the State of Florida.
3. This Court has jurisdiction of this claim under, and by virtue of, the Constitution of the State of Florida, Art. V, §5(b), and Fla. Stat. §26.012(2)(a), (2)(c), and (3).
4. Venue is proper under Fla. Stat. §47.011. This action is brought in the County where the Defendant resides and where the cause of action accrued.
5. This Court is authorized to grant Declaratory Judgment under the Declaratory Judgment Act, Fla. Stat. §86.011 *et seq.*, and to issue the Permanent Injunctive Relief requested by Plaintiff under Fla. Stat. §26.012(3) and Rule 1.610 of the Florida Rules of Civil Procedure.

PARTIES

6. Plaintiff, JACK W. MARTIN, is and was at all times relevant herein, a resident of Alachua County, City of Gainesville, Florida.
7. Defendant, CITY OF GAINESVILLE, is a municipality, authorized pursuant to Fla. Const. art. VIII, §2(b), and Fla. Stat. §166.021 to sue and be sued.
8. The CITY OF GAINESVILLE was created by 1927 Fla. Laws ch. 12760, and amended by 1990 Fla. Laws ch. 90-394.

STATEMENT OF FACTS

9. Plaintiff pays taxes to the City of Gainesville in the form of property taxes on his primary residence within the City of Gainesville, utilities taxes, and other local taxes which are distributed to the City of Gainesville.
10. Plaintiff objects to tax dollars that he has paid to the City being spent to provide benefits for Domestic Partners of City employees.
11. Plaintiff has a religious and moral objection to the City of Gainesville's policy of providing insurance benefits to "Certified Domestic Partners".
12. Plaintiff objects to the payment of benefits to "Certified Domestic Partners" because the use of tax money to provide benefits to unmarried couples legitimizes a lifestyle of pre-marital

and extra-marital, homosexual and heterosexual relationships and coerces him, as a taxpayer, into supporting a lifestyle with his tax money that is outside the bounds of traditional marriage but that is treated like a marriage.

13. Plaintiff objects to being coerced into legitimizing relationships outside the bounds of traditional marriage which he finds morally and religiously objectionable by being required to pay taxes in support thereof.

14. In 1997, the Florida legislature passed legislation designed to protect traditional marriage in Florida.

15. Florida Statute §741.212, (hereafter Florida Defense of Marriage Act) regarding "Marriages between persons of the same sex" states as follows:

(1) Marriages between persons of the same sex entered into in any jurisdiction, whether within or outside the State of Florida, the United States, or any other jurisdiction, either domestic or foreign, or any other place or location, or relationships between persons of the same sex which are treated as marriages in any jurisdiction, whether within or outside the State of Florida, the United States, or any other jurisdiction, either domestic or foreign, or any other place or location, are not recognized for any purpose in this state.

(2) The state, its agencies, and its political subdivisions may not give effect to any public act, record, or judicial proceeding of any state, territory, possession, or tribe of the United States or of any other jurisdiction, either domestic or foreign, or any other place or location respecting either a marriage or relationship not recognized under subsection (1) or a claim arising from such a marriage or relationship.

(3) For purposes of interpreting any state statute or rule, the term "marriage" means only a legal union between one man and one woman as husband and wife, and the term "spouse" applies only to a member of such a union.

Fla. Stat. Ann. §741.212 (1998) (emphasis added).

16. On or about March 13, 1997, the Senate staff released an analysis of the proposed bill (SB 272), which discussed the potential impact of the bill.

17. The analysis pointed out that although same sex couples could not marry under Florida law, so passing the bill would not change the law in that respect, but the Florida Defense of Marriage

Act could impact those municipalities that recognize domestic partners for insurance benefits.

18. A municipal ordinance or policy that is inconsistent with state law is invalid.

19. On or about August 9, 1999, the City of Gainesville City Commission ("Commission") voted to authorize the City Manager to make changes to the City's Health Plan Documents to incorporate a Domestic Partner Benefit to add domestic partner eligibility to Defendant's group insurance plans.

20. The purpose of adding the Domestic Partner Benefit was to provide health care benefits to same sex and opposite sex Domestic Partners of Defendant's employees that are substantially the same as those given to spouses of employees.

21. Some members of Defendant's staff made changes to the Defendant's group health insurance plan so that same and opposite sex domestic partners of Defendant's employees would receive health insurance benefits.

22. The Commission adopted the recommendations of the Interest Based Bargaining Team (IBBT) regarding adding the Domestic Partner Benefit to the group health insurance plan.

23. The IBBT is a team consisting of employees representing the employees' union and City management.

24. The IBBT recommended extending the benefits to same and opposite sex domestic partners effective January 1, 2000.

25. The IBBT recommended including a COBRA-like extension of coverage provision for domestic partners.

26. The IBBT recommended using the same rules governing spouses of retirees as they pertain to extended coverage under the City's health plans for domestic partners.

27. The IBBT estimated that this recommendation would cost between \$56,500.00 and \$255,200.00 annually beginning January 1, 2000, depending on enrollment and coverage selected plus any additional costs associated with the COBRA provision.

28. On or about August 9, 1999, in accordance with this recommendation, the Commission

directed that health insurance benefits be provided to same and opposite sex Domestic Partners of employees under the City's Health Plan that are the same as benefits provided to spouses of Defendant's employees.

29. Defendant adopted a policy entitled "Policy Related to Health Insurance Benefits to Domestic Partners of City Employees," (hereafter "Policy on Insurance"). (See Exhibit "A").

30. The Policy on Insurance states in part:

A domestic partner of an eligible employee or eligible retiree . . . and the dependent children of the domestic partner shall generally be entitled to benefits under the City of Gainesville's Health Plan similar to that available to, and subject to the obligations imposed upon, a spouse and the dependent children of a spouse of an employee under such plan.

31. The Policy on Insurance also lays out requirements for certification of domestic partners:

[A]n eligible employee shall file an affidavit of eligibility for benefits with the Risk Management Department certifying that the employee and the domestic partner of the employee comply with all the criteria set forth in (1) below and at least two of the criteria set forth in (2) below:

- (1)
 - (a) are each other's sole domestic partner and intend to remain so indefinitely;
 - (b) have a common residence at the time of certification, have resided together on a continuous basis for the preceding 12 months, and intend to continue the arrangement;
 - (c) are at least 18 years of age and mentally competent to consent to contract;
 - (d) share responsibility for a significant measure of each other's common welfare and financial obligations;
 - (e) are not married to or domestic partners with anyone else, and have not been so during the preceding 12 months;
 - (f) understand that falsification of information within the affidavit, or supporting documentation, may lead to disciplinary action, including termination of employment, and the recovery of the cost of benefits received related to such falsification, including, but not limited to, reimbursement of premium or benefits payments; and

- (2) Have at least two (2) of the following:
- (a) joint lease, mortgage, or deed of the common residence;
 - (b) joint ownership of an automobile used for transportation;
 - (c) joint ownership of regularly used checking or savings account;
 - (d) designation of the certified domestic partner as a beneficiary for the employee's life insurance or retirement benefits;
 - (e) designation of the certified domestic partner as a primary beneficiary of the employee's will;
 - (f) designation of the certified domestic partner as holding power of attorney for health care.

32. According to the Affidavit of Certified Domestic Partner Relationship (hereafter "Affidavit") that Defendant's employees must sign to be eligible for benefits, the employees desiring to register their domestic partner must certify that they and their "Certified Domestic Partner" meet certain criteria and must sign the following statements:

We have resided together for at least 12 months and intend to do so permanently.

We are not related by blood to a degree of closeness that would prohibit legal marriage.

We are both at least the age of consent in the state in which we reside.

Neither of us is married to anyone else.

(See Exhibit "B") (emphasis added).

33. The employee also signs the following statement in the Affidavit:

I understand that I would be well advised to consult an attorney regarding the possibility that the filing of the Affidavit may have certain legal consequences, including the fact that it may, in the event of termination of the Certified Domestic Partner Relationship, be regarded as a factor leading a court to treat the relationship as the equivalent of marriage for the purpose of establishing and dividing community property, or for ordering payments of support.

(See Exhibit "B") (emphasis added).

34. The Domestic Partner Relationship recognized by Defendant for employee benefits, may be regarded as a relationship that is the equivalent of marriage.

35. To terminate benefits, the employee who enrolls a domestic partner is required to file a Notice of Termination of Certified Domestic Partner Relationship with the City's Risk Management Department.

36. If a covered domestic partner or that partner's children's coverage terminates, they may receive additional coverage for up to 18 months. The Policy on Insurance states that "[c]overage may not be provided, or may be terminated during the 18-month period . . . [i]f the domestic partner or the children of the domestic partner would not otherwise be entitled to continue coverage under COBRA had they been the spouse and/or dependent child of the employee or retiree." (emphasis added).

37. The Commission estimated that the cost of the health insurance benefit would be \$1,282.00 for an employee plus certified domestic partner or \$1,933.00 for family coverage for certified domestic partner enrolled, depending on the level of coverage chosen.

38. Between January 1 and February 17, 2000, at least twelve domestic partners have registered with Defendant, at an annual cost to taxpayers of approximately \$13,118.56. (See Exhibit "C").

39. During this time period, at least four employees registered same-sex domestic partners and eight employees registered opposite sex domestic partners.

40. Defendant has also approved making changes to Personnel Policies and Procedures to give additional Domestic Partner benefits to Defendant's employees.

41. On or about October 12, 1998, pursuant to a study on the subject directed by the Commission, City staff recommended adding Domestic Partner eligibility to City sponsored employment benefits of City employees.

42. The Domestic Partner Benefit that was proposed was to provide City sponsored benefit programs to same sex and opposite sex Domestic Partners of City employees that were

substantially the same as those provided to spouses of City employees.

43. The Commission did not vote to pass these recommendations in 1998 or 1999, but did pass such recommendations on or about April 10, 2000.

44. Defendant changed the following Personnel Policies: Personnel Policy Number 8 (sick leave), Number 11 (bereavement leave), Number 18 (employment of relatives), Number 26 (employee assistance program) and Number 29 (leave bank) so that benefits would be provided to same sex and opposite sex domestic partners of Defendant's employees. (See Exhibit "D").

45. Defendant's sick leave policy now permits employees to use sick leave for an illness of a certified domestic partner or the natural or adopted children of the certified domestic partner.

46. Defendant's bereavement leave policy now includes additional relationship that are to be considered immediate family for bereavement leave with pay: certified domestic partner, and that partner's natural or adopted children, step-children and foster children, father and mother, as well as the certified domestic partner of the employee's natural mother or father.

47. Defendant's policy regarding employment of relatives now considers certified domestic partners and their children as relatives of employees.

48. Defendant's Employee Assistance Program, which offers professional services including counseling to family members of Defendant's employees, now provides eligibility to certified domestic partners and their children.

49. Defendant's policy regarding the "Leave Bank" permits Defendant's employees to use vacation time donated by fellow employees for the purpose of receiving pay during absences resulting from illness of the employee's immediate household. Defendant's policy includes certified domestic partners and their children as part of the employee's immediate family.

50. Defendant's provision of insurance and other benefits reveals Defendant's intent to create an official alternative to traditional marriage so that couples not in marriage relationships can nevertheless receive some of the benefits of marriage.

COUNT I - VIOLATION OF THE FLORIDA CONSTITUTION

51. Plaintiff hereby incorporates and adopts each and every allegation in the proceeding paragraphs numbered 1 through 50.

52. Municipalities have not been given unlimited authority by home rule provisions or by Article VIII, §2 of the Florida Constitution, to enact ordinances and create policies that are inconsistent with state law.

53. Municipalities do not have the authority under the Florida Constitution to enact ordinances and policies regarding issues of statewide concern.

54. Municipalities do not have the authority to adopt ordinances or make policies that are inconsistent with the general Florida laws.

55. The State of Florida through legislative action has enacted statutory provisions to regulate the marriage relationship.

56. Florida has laws regarding many aspects of marriage and domestic relations, including but not limited to, marriages between persons of the same sex (Fla. Stat. § 741.212), common law marriages (Fla. Stat. § 741.211), recording of marriages (Fla. Stat. § 741.09), age requirements for marriage (Fla. Stat. § 741.04), prohibitions against incestuous marriages (Fla. Stat. § 741.21), determination of parentage (Fla. Stat. § 742), conservatorship (Fla. Stat. § 747), custody of minor children (Fla. Stat. § 751), grandparent visitation rights (Fla. Stat. § 752), non-marital cohabitation (Fla. Stat. § 798.02), and prohibitions against bigamy (Fla. Stat. § 826.01 and 826.03).

57. Because Florida Statutes, Sections 741-759 (hereafter "Florida Domestic Relations Act") pervasively regulates the entire field of domestic relations, municipalities are not free to adopt ordinances or policies that impact domestic relations.

58. The State of Florida through legislative action has enacted statutory provisions to regulate relationships that are treated like marriages.

59. Absent a legislative enactment authorizing the exercise of such a power by a

municipality, a municipality has no power to enact provisions regarding marriage or relationships that are treated like marriages.

60. Domestic partnerships are relationships that are treated like marriages.

61. Marriage, domestic partnerships and other relationships that are treated like marriages are inherently an issue of statewide concern.

62. By providing benefits to domestic partners of employees, Defendant has treated domestic partnerships like marriages.

63. Florida Statute § 112.08, which governs health insurance benefits for local governments, states as follows:

Every local government unit is authorized to provide and pay out of its available funds for all or part of the premium for life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the local government unit and for health, accident, hospitalization, and legal expense insurance for the dependents of such officers and employees . . .

(emphasis added).

64. The Florida legislature has not given authority to municipalities to define the word “dependents” in a manner that is inconsistent with state law.

65. Defendant’s policy of providing benefits to Defendant’s employees’ domestic partners and the domestic partners’ dependents is inconsistent with Fla. Stat. § 112.08.

66. Defendant has violated the Florida Constitution, by providing benefits to domestic partners of Defendant’s employees.

WHEREFORE, Plaintiff respectfully prays that the Court grant the declaratory and injunctive relief set forth herein.

COUNT II - VIOLATION OF “FLORIDA DEFENSE OF MARRIAGE ACT”

67. Plaintiff hereby incorporates and adopts each and every allegation in the preceding paragraphs numbered 1 through 50.

68. Florida Statute §741.212, (hereafter Florida Defense of Marriage Act) regarding

“Marriages between persons of the same sex” states as follows:

(1) Marriages between persons of the same sex entered into in any jurisdiction, whether within or outside the State of Florida, the United States, or any other jurisdiction, either domestic or foreign, or any other place or location, or relationships between persons of the same sex which are treated as marriages in any jurisdiction, whether within or outside the State of Florida, the United States, or any other jurisdiction, either domestic or foreign, or any other place or location, are not recognized for any purpose in this state.

(2) The state, its agencies, and its political subdivisions may not give effect to any public act, record, or judicial proceeding of any state, territory, possession, or tribe of the United States or of any other jurisdiction, either domestic or foreign, or any other place or location respecting either a marriage or relationship not recognized under subsection (1) or a claim arising from such a marriage or relationship.

(3) For purposes of interpreting any state statute or rule, the term "marriage" means only a legal union between one man and one woman as husband and wife, and the term "spouse" applies only to a member of such a union.

Fla. Stat. Ann. §741.212 (1998) (emphasis added).

69. The plain language of the 1998 statute shows that no political subdivisions, including cities, may give any effect to any public act or record regarding a relationship between persons of the same sex that are treated like marriages.

70. The legislative intent of the 1998 statute was to prohibit same sex domestic partners from receiving benefits that are typically reserved for spouses.

71. Domestic partnerships are relationships that are, in many ways, treated like marriages.

72. By providing benefits to domestic partners of employees, Defendant has treated domestic partnerships like marriages.

73. The declaration signed by domestic partners and Defendant's employees regarding their relationship is a public act or record.

74. By providing benefits to domestic partners of Defendant's employees, Defendant has given effect to a public act or record regarding the relationship between same sex domestic partners of Defendant's employees.

75. Defendant violated Fla. Stat. §741.212, by providing benefits to domestic partners of Defendant's employees.

76. Defendant's actions are outside its authority because its actions are inconsistent with Florida law.

WHEREFORE, Plaintiff respectfully prays that the Court grant the declaratory and injunctive relief set forth herein.

**COUNT III - DEFENDANT'S POLICY IS PREEMPTED BY
"THE FLORIDA DOMESTIC RELATIONS ACT"**

77. Plaintiff hereby incorporates and adopts each and every allegation in the proceeding paragraphs numbered 1 through 50.

78. Municipalities do not have the authority under the Florida Constitution to enact ordinances and policies regarding issues of statewide concern.

79. Municipalities do not have the authority to adopt ordinances or make policies that are inconsistent with the general Florida laws.

80. The State of Florida through legislative action has enacted statutory provisions to regulate the marriage relationship.

81. Florida has laws regarding many aspects of marriage and domestic relations, including but not limited to, marriages between persons of the same sex (Fla. Stat. § 741.212), common law marriages (Fla. Stat. § 741.211), recording of marriages (Fla. Stat. § 741.09), age requirements for marriage (Fla. Stat. § 741.04), prohibitions against incestuous marriages (Fla. Stat. § 741.21), determination of parentage (Fla. Stat. § 742), conservatorship (Fla. Stat. § 747), custody of minor children (Fla. Stat. § 751), grandparent visitation rights (Fla. Stat. § 752), non-marital cohabitation (Fla. Stat. § 798.02), and prohibitions against bigamy (Fla. Stat. § 826.01 and 826.03).

82. Because Florida Statutes, Sections 741-759 (hereafter "Florida Domestic Relations Act") pervasively regulates the entire field of domestic relations, municipalities are not free to adopt ordinances or policies that impact domestic relations.

83. Florida Statute § 741.211, which prohibits recognition of common law marriages, states as follows:

Common-law marriages void. No common-law marriage entered into after January 1, 1968, shall be valid, except that nothing contained in this section shall affect any marriage which, though otherwise defective, was entered into by the party asserting such marriage in good faith and in substantial compliance with this chapter.

84. A common law marriage is a relationship entered into without a license, but simply by a man and a woman agreeing to live together and hold themselves out publically as married.

85. Florida Statute § 741.211 evidences the clear intent of the Florida Legislature to prohibit domestic partnerships.

86. A municipality's policy that recognizes a relationship that is essentially the same as a common law marriage is inconsistent with Florida law.

87. Defendant's recognition of domestic partnerships for the purpose of employee benefits is inconsistent with Florida Statute § 741.211.

WHEREFORE, Plaintiff respectfully prays that the Court grant the declaratory and injunctive relief set forth herein.

**COUNT IV - DEFENDANT'S POLICY IS PREEMPTED BY
"THE PUBLIC OFFICERS AND EMPLOYEES ACT"**

88. Plaintiff hereby incorporates and adopts each and every allegation in the proceeding paragraphs numbered 1 through 50.

89. Municipalities do not have the authority under the Florida Constitution to enact ordinances and policies regarding issues of statewide concern.

90. Municipalities do not have the authority to adopt ordinances or make policies that are inconsistent with the general Florida laws.

91. The group insurance provisions authorized in Florida Statute § 112.08 (hereafter "Public Officers and Employees Act") which governs health insurance benefits for local governments, states as follows:

Every local government unit is authorized to provide and pay out of its available funds for all or part of the premium for life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the local government unit and for health, accident, hospitalization, and legal expense insurance for the dependents of such officers and employees . . .

(emphasis added).

92. The Florida legislature has not given authority to municipalities to define the word “dependents” in a manner that is inconsistent with state law.

93. Defendant’s policy of providing benefits to Defendant’s employees’ domestic partners and the domestic partners’ dependents is inconsistent with Fla. Stat. § 112.08.

94. Defendant’s policy, which treats Defendant’s employees’ domestic partners and their children as dependents, is preempted by state law.

95. Defendant has enacted a policy that defines “dependants,” and Defendant’s definition is contrary to state law.

WHEREFORE, Plaintiff respectfully prays that the Court grant the declaratory and injunctive relief set forth herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

- A. That this Court issue a Permanent Injunction to restrain Defendant, its officers, agents, employees and all other persons acting in active concert with them, from enforcing the Defendant’s Policy Related to Health Insurance Benefits to Domestic Partners of City Employees, and Defendant’s Personnel Policies which provide sick leave, bereavement leave, employee assistance program, and leave bank benefits to same sex and opposite sex Domestic Partners of Defendant’s employees, and from providing any other benefits to Domestic Partners of Defendant’s employees.
- B. That this Court render a Declaratory Judgment declaring Defendant’s Policy

Defendant's Personnel Policies which provide sick leave, bereavement leave, employee assistance program, and leave bank benefits to same sex and opposite sex Domestic Partners of Defendant's employees, on their face and as applied, and Defendant's actions regarding such policies unconstitutional and a violation of Florida law.

- C. That this Court adjudge, decree, and declare the rights and other legal relations with the subject matter here in controversy, in order that such declaration shall have the force and effect of final judgment;
- D. That this Court retain jurisdiction of this matter for the purpose of enforcing this Court's order;
- E. That this Court grant the declaratory and injunctive relief set forth herein.
- F. That this Court award Plaintiff reasonable attorney's fees.
- G. That this Court grant such other and further relief as this Court deems equitable and just under the circumstances.

Dated this 31st day of May, 2000.



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