

RETURN DATE: DECEMBER 21, 2021	:	SUPERIOR COURT
	:	
STAMFORD PROFESSIONAL FIRE FIGHTERS :		
ASSOCIATION, LOCAL 786, INTERNATIONAL :		J.D. OF STAMFORD
ASSOCIATION OF FIRE FIGHTERS :		
and PAUL ANDERSON :		
	:	
v. :		AT STAMFORD
	:	
FIREFIGHTERS' PENSION TRUST FUND :		
BOARD OF TRUSTEES, CITY OF :		
STAMFORD, TREVOR ROACH, and :		
MIGUEL ROBLES :		NOVEMBER 24, 2021

COMPLAINT

PARTIES

1. Stamford Professional Fire Fighters Association, Local 786 (the “Union”) is a member organization of the International Association of Fire Fighters and represents approximately 244 active men and women employed as Fire Fighters and Fire Officers by the City of Stamford Fire Department.

2. Paul Anderson is a resident of the City of Stamford, an employee of the Fire Department of the City of Stamford (the “Fire Department”), a member of the collective bargaining unit in the Fire Department, and the current President of the Union.

3. Mr. Anderson is also a Union-appointed trustee serving on the Firefighters’ Pension Trust Fund Board of Trustees.

4. The Firefighters’ Pension Trust Fund Board of Trustees (the “Pension Board”) is a body created under authority of the Charter of the City of Stamford and by an Agreement and Declaration of Trust dated August 18, 1971, between the Union and the City of Stamford.

5. The City of Stamford (the “City”) is a municipal corporation existing under the laws of the State of Connecticut.

6. Trevor Roach is the Fire Chief of the Fire Department and is included herein as a party with an interest in the declaratory relief sought herein.

7. Miguel Robles is the Assistant Chief of the Fire Department and is included herein as a party with an interest in the declaratory relief sought herein.

ALLEGATIONS COMMON TO ALL COUNTS

8. The City Charter authorizes the creation and administration of a pension fund for the members of the collective bargaining unit in the Fire Department.

9. In 1971, the Union and the City entered an Agreement and Declaration of Trust (the "Trust Agreement") to create the Firefighters' Pension Trust Fund (the "Pension Fund").

10. The "Pension Plan" that governs the Pension Fund consists of the (i) 1971 Trust Agreement, (ii) the collective bargaining agreement in effect between the Union and the City (the "CBA"); (iii) relevant provisions of the City Charter; and (iv) the 1997 Pension Trust Fund Document (the "Fund Document").

11. The Pension Plan is a qualified employee pension benefit plan as defined by 28 U.S.C. §401(a), and it states that it should be construed as such.

12. The Pension Board is comprised of two trustees appointed by the Union, two appointed by the City, and the appointment of a fifth neutral trustee, selected by vote of the other four trustees, or as otherwise selected pursuant to the Trust Agreement.

13. The Pension Board is charged with responsibility for management of the Pension Fund for the benefit of its beneficiaries.

14. The Pension Plan authorizes the Pension Board to award pensions upon retirement of beneficiaries from the Fire Department.

15. The Pension Plan does not authorize the payment of pension benefits prior to retirement from the Fire Department, with certain exceptions, including disability and death.

16. The Pension Plan provides that pension amounts be calculated, in part, based on the number of years the beneficiary has served in the collective bargaining unit, and, in part, based on the salary they received during their last year of service in the collective bargaining unit.

17. Fire Department Chief Trevor Roach and Assistant Chief Miguel Robles (collectively, the "Chiefs") were members of the collective bargaining unit employed by the Fire Department prior to their promotions to the rank of assistant chief and chief. In their current positions, they are not members of the collective bargaining unit.

18. Chief Roach was promoted out of the collective bargaining unit to Assistant Chief in 2014 and promoted again to the position of Chief in 2016. Assistant Chief Robles was promoted out of the collective bargaining unit to Assistant Chief in 2016.

19. In April 2020, while still employed by the Fire Department in their current position, the Chiefs applied to the Pension Board for retirement benefits from the Pension Plan.

20. At the time, their intent to continue working for the Fire Department was not clear to the Pension Board.

21. By majority vote, the Pension Board awarded the Chiefs pension benefits, calculated based on their years of service in the Fire Department, including years of service after they were promoted out the collective bargaining unit.

22. The Chiefs' pension benefits were also based on salary in excess of the salary they received when they last worked in the collective bargaining unit.

23. In June 2020, the Pension Board's outside counsel circulated a letter to the Board members opining that the Pension Board could not provide pensions to current members of the Fire Department unless the Pension Plan authorized in-service pensions.

24. After the Pension Board awarded the Chiefs pension benefits, the Chiefs signed new employment contracts with the City, maintaining their current positions.

25. The Chiefs' respective new contracts contained provisions that include a commitment from the City that the Chiefs would continue to receive pension benefits while working for the Fire Department as Chiefs.

26. On July 27, 2021, the Union submitted a proposed resolution to the Pension Board. A copy of the Proposed Resolution is attached hereto as Exhibit A. The Proposed Resolution consisted of four individual provisions for consideration by the Pension Board.

27. One of the provisions in the Proposed Resolution directed the Pension Board to cease paying pension benefits to the Chiefs until such time as they retire from the Fire Department.

28. A second provision in the Proposed Resolution directed that, upon retirement, the Pension Board calculate the Chiefs' pensions based on their years of

service in the collective bargaining unit only, not to include service credit for time employed in their current positions.

29. By letters to the Pension Board, the Union explained the basis for its Proposed Resolution – namely that the Pension Plan did not authorize in-service pensions to the Chiefs and so they should be discontinued.

30. During the Pension Board’s meeting on September 14, 2021, on motion by Paul Anderson, duly seconded, the Board took separate votes for each of the four provisions in the Proposed Resolution.

31. The Board voted down each provision in the Proposed Resolution by a vote of 3-2, with only the two Union-appointed trustees voting in favor of the resolution.

32. The Chiefs continue to receive pension benefits.

COUNT ONE
(Declaratory Relief regarding In-Service Pensions)

1-32. Plaintiffs restate the allegations contained in paragraphs 1 through 32 as if fully set forth herein.

33. The Pension Plan does not authorize in-service pensions plans.

34. In-service pensions cannot be paid to individuals currently employed by a plan sponsor unless the pension plan authorizes in-service pensions.

35. The Pension Board violated the terms of the Pension Plan by awarding the Chiefs pension benefits and by refusing to cease such payments when requested to do so on September 14, 2021.

36. The Pension Plan obligates the City to indemnify the Pension Board from: all claims, loss, damages, liability (including reasonable counsel fees) and liability (including reasonable amounts paid in settlement with the approval of the City of Stamford) to which the Board of Trustees may be subjected by reason of any act done or omitted to be done....

37. There is a bona fide and substantial dispute between the parties concerning their respective rights and obligations.

38. Plaintiffs request a declaratory judgment stating the following: (i) The Pension Board violated the Pension Plan by authorizing and continuing to pay in-service pension benefits to the Chiefs; (ii) the Pension Board is obligated to cease pension benefit

payments to the Chiefs; and (iii) the City is obligated to indemnify the Pension Fund for all pension benefit payments made to the Chiefs, less any contributions made to the Pension Fund by the Chiefs since the departure from the collective bargaining unit.

COUNT TWO

(Declaratory Relief regarding Post Collective Bargaining Unit Service Credit)

1-38. Plaintiffs restate the allegations contained in paragraphs 1 through 38 as if fully set forth herein.

39. The Pension Plan authorizes pension benefits calculated using the length of service and compensation while the beneficiary is a member of the collective bargaining unit.

40. The Pension Board violated the terms of the Pension Plan when it authorized pension benefits to the Chiefs which included credit for time served in the Fire Department after the Chiefs left the collective bargaining unit.

41. The Pension Board violated the terms of the Pension Plan when it authorized pension benefits to the Chiefs based on compensation levels reached after the Chiefs left the collective bargaining unit.

42. There is a bona fide and substantial dispute between the parties concerning their respective rights and obligations.

43. Plaintiffs request a declaratory judgment stating the following: (i) The Pension Plan requires the Pension Board to calculate pension benefits based on years of service in the collective bargaining unit and does not permit the Pension Board to use service outside the collective bargaining unit to increase pension benefits; and (ii) The Pension Plan requires the Pension Board to calculate pension benefits based on compensation received while serving within the collective bargaining unit and does not permit the Pension Board to use compensation received outside the collective bargaining unit to increase pension benefits.

COUNT THREE
(Breach of Fiduciary Duty)

1-43. Plaintiffs restate the allegations contained in paragraphs 1 through 43 as if fully set forth herein.

44. At all times, the Pension Board has owed the Pension Fund and its beneficiaries a fiduciary duty to administer the Pension Fund in compliance with the Pension Plan.

45. The Pension Board approval of and continued payment of pension benefits for the Chiefs violated the Pension Plan.

46. The Pension Board's actions constitute a breach of its fiduciary duty.

47. The Pension Board's actions have caused the Pension Fund damage.

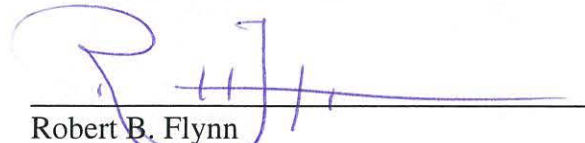
48. Plaintiffs seek compensatory damages to be paid to the Pension Fund by the Pension Board in an amount equal to all pension benefits paid to the Chiefs, less all contributions made to the Fund by the Chiefs after they left the collective bargaining unit.

49. Plaintiffs seek prejudgment interest on all damages awarded pursuant to § 37-3a of the General Statutes.

WHEREBY, Plaintiffs demand judgment in their favor on their Complaint, and request the following relief:

- a. Declaratory relief as requested in paragraph 38 of Count One;
- b. Declaratory relief as requested in paragraph 44 of Count Two;
- c. Compensatory damages as requested in paragraph 46 of Count Three;
- d. Interest;
- e. Attorney's fees and costs; and
- f. Such other additional relief as the Court deems equitable and just.

PLAINTIFFS,
STAMFORD PROFESSIONAL FIRE
FIGHTERS ASSOCIATION, LOCAL 786,
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS and PAUL ANDERSON



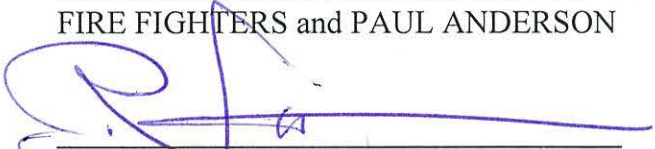
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v. :	:	AT STAMFORD
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FIREFIGHTERS' PENSION TRUST FUND :	:	
BOARD OF TRUSTEES, CITY OF :	:	
STAMFORD, TREVOR ROACH, and :	:	
MIGUEL ROBLES :	:	OCTOBER 20, 2021

STATEMENT OF AMOUNT IN DEMAND

The amount, legal interest, or property is more than \$15,000.00, exclusive of interest and costs.

PLAINTIFF,
 STAMFORD PROFESSIONAL FIRE
 FIGHTERS ASSOCIATION, LOCAL 786,
 INTERNATIONAL ASSOCIATION OF
 FIRE FIGHTERS and PAUL ANDERSON



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EXHIBIT A

RESOLUTION

Be it RESOLVED that the Board of the Firefighters Pension Trust Fund does hereby take the following actions:

1. That pension payments to Fire Chief Trevor Roach and Assistant Fire Chief Miguel Robles be suspended effective October 1, 2021 and until such time as they retire from work for the Stamford Fire Department;
2. That upon such retirement, their pensions shall be calculated based on their respective years of service as members of the collective bargaining unit;
3. That the Board seek advice of its counsel concerning the Fund's right to seek restitution of pension payments made to the chief and assistant chief to date and from whom; and
4. That the Board seek advice of its counsel concerning the Fund's obligation to restore contributions to the chief and assistant chief made to the Fund after they ceased membership in the collective bargaining agreement.

SAID RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY

DATED at Stamford, Connecticut August 10, 2021

Paul Anderson, President

Michael P. Golden

James Fountain

Michael Gold

Joseph P. Micalizzi