

IN THE CIRCUIT COURT OF THE  
ELEVENTH JUDICIAL CIRCUIT IN AND  
FOR MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: 18-042450-CA-01 (11)

CITY OF MIAMI GARDENS, a Florida  
municipal corporation, in its corporate  
capacity and as representative of  
similarly situated City of Miami Gardens  
residents and business entities,

Plaintiff,

v.

CITY OF NORTH MIAMI BEACH,  
a Florida municipal corporation,

Defendant.

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**NOTICE OF SETTLEMENT IN CLASS ACTION AND HEARING**

**To:   «fname» «lname»       «MailID»  
      «address» «address\_2»  
      «City», «State» «Zip»  
      «Country»**

**To: All customers of the City of North Miami Beach's water utility located within the City of Miami Gardens that during the period from May 22, 2017, until February 6, 2021 were billed for water services that included a 25% surcharge.**

**PLEASE READ THIS NOTICE CAREFULLY  
IT MAY AFFECT YOUR LEGAL RIGHTS**

This is a Notice that a settlement has been reached in a class action lawsuit styled City of Miami Gardens, a Florida municipal corporation, in its corporate capacity and as representative of similarly situated City of Miami Gardens residents and business entities v. City of North Miami Beach, a Florida Municipal corporation, CASE NO.: 18-042450-CA-01 (11) which is pending in the Circuit Court for the Eleventh Judicial Circuit for Miami-Dade County, Florida (the "Lawsuit").

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>FILE A CLAIM</b>	In order to be eligible for a Settlement Payment, you must file a Claim Form by the <b>January 12, 2026</b> Claim Form deadline. You can file online at <a href="http://www.miamigardenswaterbillsettlement.com">www.miamigardenswaterbillsettlement.com</a> , via mail using the postage pre-paid reply envelope included with your Notice, via email at <a href="mailto:claims@ssiclaims.com">claims@ssiclaims.com</a> or via fax at 850-385-6008.
<b>OBJECT</b>	Write to the Court explaining why you don't like the Settlement. If the Court approves the Settlement, you will be bound by the Court's decision and the Settlement Agreement. The deadline to object to the settlement is November 12, 2024.
<b>ATTEND A HEARING</b>	Ask to speak in Court about the fairness of the Settlement during the Final Approval Hearing on December 12, 2024.

## **1. WHY YOU RECEIVED THIS NOTICE OF SETTLEMENT**

You received this Notice because you have been identified as a member of the Class certified in the Lawsuit. The Class consists of:

All customers of the City of North Miami Beach's water utility located within the City of Miami Gardens that were billed for water services and, in connection therewith, a 25% surcharge. The class period for such customers runs from May 22, 2017, until February 6, 2021.

The Plaintiff City of Miami Gardens, its residents and the businesses and other organizations located within the City of Miami Gardens' boundaries receive their potable water through utilities owned by the City of North Miami Beach.

Under section 180.191, Florida Statutes, a "municipality within the state *operating* a water or sewer utility outside of the boundaries of such municipality" may by law "charge consumers outside the boundaries rates, fees, and charges determined" by the statute, including "a surcharge not to exceed 25 percent of such rates, fees, and charges for said services to consumers outside the boundaries." (Emphasis added). As a result, North Miami Beach charges the City of Miami Gardens, its residents, and business entities located within the City of Miami Gardens for water utilities in accordance with the method set forth in section 180.191(1)(a), Fla. Stat., and includes a 25% surcharge on all City of Miami Gardens' water consumption bills (the "25% Surcharge").

The City of Miami Gardens, on behalf of Miami Gardens water consumers, brought suit against the City of North Miami Beach alleging that for a period of time, the City of North Miami Beach did not *operate* a water sewer utility within its own boundaries, as required by section 180.191, Florida Statutes, because North Miami Beach and CH2M entered into an Agreement for NMB Water Operations, Maintenance, and Program Management Services dated May 22, 2017 (the "Water Operations Agreement") and that, consequently, the City of NMB lost the ability under the statute to levy the 25% Surcharge.

The law firm Stearns Weaver Miller was asked by the City of Miami Gardens to serve as Class Counsel and agreed to do so on a contingent fee basis, representing the Class from the inception of the litigation. Class Counsel are sophisticated attorneys with decades of experience in complex class actions.

Through years of litigation and appeals, that claim survived a motion to dismiss and was set for trial when a Settlement Agreement was reached. The Settlement Agreement discussed herein was the result of extensive negotiations between the City of Miami Gardens and the City of North Miami Beach. A respected mediator, Bruce W. Greer, pressed the parties to find common ground to end a case that had consumed years of litigation and appeals narrowing the issues.

Both the City of Miami Gardens and Class Counsel believe the Settlement reached is fair and reasonable.

## **2. SUMMARY OF SETTLEMENT AND BENEFITS TO THE CLASS**

In the Settlement Agreement, the Plaintiff and other Class members agree to accept and Defendant City of North Miami Beach agrees to pay the sum of \$9 million in settlement of all claims asserted against the City of North Miami Beach in the Lawsuit (the “Settlement Amount”). The Parties to the Settlement have also agreed to the dismissal of all claims asserted against the City of North Miami Beach in the Lawsuit with prejudice and, as further explained below, the release of any and all claims arising out of or related to the claims raised in the Lawsuit.

Defendant City of North Miami Beach has not admitted any liability, responsibility, or wrongdoing. The settlement reflects a compromise of disputed claims and defenses.

If the Court grants final approval of the Settlement, a claims process will be established through which individual Class Members may obtain a return of all or a substantial part of the 25% Surcharge they paid, less the cost of litigation, the cost of claims administration and attorneys’ fees established by the Court not to exceed 30%. The Settlement Amount -- \$9 million -- represents approximately 92% of the total of all surcharges imposed on Miami Gardens water consumers during the Class Period. Accordingly, if every consumer with a claim for recovery asserts a timely claim, there will be an 8% deduction for each claim representing the difference. Because it is unlikely that every potential claimant will timely assert a claim, it is likely that the recovery will be between 92% and 100% of the amount of the surcharges, less attorneys’ fees, costs of litigation and claims administration as unasserted claims will allow those who file timely claims a greater recovery. Funds remaining after the payment of all timely asserted claims and the costs discussed herein will revert to the City of North Miami Beach.

While the Claim Administrator will work diligently to locate claimants and assist in the filing of claims, claims must be received by the Claim Administrator on or before **January 12, 2026**, or, if delivered by the US Postal Service, postmarked no later than **January 12, 2026**. Failure to receive notice will not be a basis to extend the time to file claims. Any claims untimely filed will be forfeited.

Class Counsel and an independent Claims Administrator appointed by the Court will work with Class Members to facilitate the claims process. That process will also include a mechanism for the resolution of any disputes, if necessary.

**NOTE: NO CLASS MEMBER WILL RECEIVE BENEFITS FROM THE SETTLEMENT UNLESS AND UNTIL THE COURT GRANTS FINAL APPROVAL OF THE SETTLEMENT**

AND ANY APPEALS ARE RESOLVED.

### **3. RELEASES UNDER THE SETTLEMENT**

If the court grants final approval of the Settlement Agreement, each Class member will be giving up and releasing certain claims against the City of North Miami Beach, and its counsel, as well as their present and former parent entities, subsidiaries, affiliates, successors, assigns, heirs, directors, officers, managers, employees, representatives, and insurers from any and all claims asserted in the litigation or arising out of the same operative facts.

The released claims are described in greater detail in the Settlement Agreement, which you are encouraged to read.

### **4. ATTORNEYS' FEES AND COSTS**

By December 2024, Class Counsel will have worked on the Lawsuit for six years on a contingency basis, meaning they have not received any compensation for the extensive work they have done or reimbursement for out-of-pocket costs incurred. During that period, Class Counsel invested substantial time in pursuing recovery for the benefit of the Class.

Class Counsel will be asking the Court for an award of reasonable attorneys' fees not to exceed thirty percent of the Settlement amount for the work performed on behalf of the Class and the risks undertaken in prosecuting the Lawsuit and obtaining the benefits of the Settlement for the Class members. Class Counsel will also be seeking reimbursement for the out-of-pocket costs they incurred in prosecuting the Lawsuit.

The Court will determine the amount of attorneys' fees to which Class Counsel is entitled.

Class Counsel expects to file its application for attorneys' fees and costs by **November 1, 2024**. Copies may be obtained from the Miami-Dade Clerk's Office or electronically through the Miami-Dade Clerk's electronic records system.

### **5. HEARING ON THE SETTLEMENT**

The Court will hold a final fairness hearing on **December 12, 2024, at 3:00 p.m.**, to determine whether the Settlement should be approved as fair, reasonable, and adequate, and, if so, the sums which Class Counsel should be granted in attorneys' fees and costs from the Settlement Amount. The hearing will be conducted in Courtroom DCC 414. The hearing may be continued without further notice.

You are not required to attend the hearing, but you may do so if you are so inclined. You may also appear and be heard at the hearing, individually or through your own counsel, but only if you have submitted a proper objection under the procedure described below.

### **6. YOUR RIGHT TO OBJECT TO THE SETTLEMENT**

Any Class member may object to the fairness, reasonableness, or adequacy of the Settlement ("Settlement Objection").

Any Class member may also separately object to Class Counsel's application for attorneys' fees and costs ("Other Objection").

Any Settlement Objection or Other Objection must be in writing and must state the name and case number of this Lawsuit, CASE NO.: 18-042450-CA-01 (11). Any such objection must also include: (a) your name, address, telephone number, and signature; (b) the Class member or members you represent; (c) the specific reason(s) for your objection; and (d) any legal authority for such objection, if any.

Any Settlement Objection or Other Objection must be submitted no later than **November 12, 2024**, in the manner and method set forth below.

Specifically, any Settlement Objection or Other Objection must be sent via certified mail to the Clerk of the Court at the following address, prior to the deadline referenced above:

Clerk of the Court, Miami-Dade County  
73 W. Flagler Street, Room 133  
Miami, Florida 33130

In addition, any Settlement Objection or Other Objection must also be served by certified or regular mail on all of the following counsel, prior to the deadline referenced above:

#### **Class Counsel**

Eugene E. Stearns, Esq.  
Matthew C. Dates, Esq.  
STEARNS WEAVER MILLER WEISSLER  
ALHADEFF & SITTERSON, P.A.  
150 West Flagler Street,  
Miami, Florida, 33131  
[estearns@stearnsweaver.com](mailto:estearns@stearnsweaver.com)  
[mdates@stearnsweaver.com](mailto:mdates@stearnsweaver.com)

#### **Counsel for Defendant**

John K. Shubin, Esq.  
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Shubin Law Group, P.A.  
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Miami, FL 33131  
Phone: (305) 381-6060  
Fax: (305) 381-9457  
[jshubin@shubinlawgroup.com](mailto:jshubin@shubinlawgroup.com)  
[idemello@shubinlawgroup.com](mailto:idemello@shubinlawgroup.com)  
[kmaxwell@shubinlawgroup.com](mailto:kmaxwell@shubinlawgroup.com)

Your failure to submit a timely Settlement Objection as set forth above will preclude you from objecting to the Settlement at the final fairness hearing or challenging it on appeal. Likewise, your failure to submit a timely Other Objection as set forth above will preclude you from objecting to Class Counsel's application for attorneys' fees and costs, at the final fairness hearing or

appealing any grant of attorneys' fees and costs.

Note: If you choose to submit a timely Settlement Objection or Other Objection, Court approval will be required to withdraw that objection.

## **7. HOW TO GET MORE INFORMATION**

The pleadings and other records in the Lawsuit can be examined during business hours at the Miami-Dade Court Clerk's Office, which is located at the address provided above. The pleadings and other records in the Lawsuit can also be accessed electronically through the Miami-Dade Clerk of Courts electronic records system available at <https://www2.miamidadeclerk.gov/ocs/Search.aspx>.

Further information can also be obtained from Class Counsel at the address and/or telephone number listed above.

### **You can also contact the Claims Administrator at:**

Miami Gardens v. N Miami Beach Claims Administrator  
c/o Settlement Services, Inc.  
P.O. Box 2715  
Portland, OR 97208-2715  
Toll-Free: (855) 783-6819  
Email: [claims@ssiclaims.com](mailto:claims@ssiclaims.com)  
Website: [www.miamigardenswaterbillsettlement.com](http://www.miamigardenswaterbillsettlement.com)

**PLEASE *DO NOT* CALL THE COURT OR THE COURT CLERK ABOUT THIS SETTLEMENT.**

Dated: October 2, 2024

BY ORDER OF THE HONORABLE  
SPENCER EIG  
CIRCUIT COURT JUDGE