

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.

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered into as of July ___, 2024, by Plaintiff CITY OF MIAMI GARDENS, a Florida municipal corporation, (the “Class Plaintiff”), individually and on behalf of each Class Member as defined below, and Defendant CITY OF NORTH MIAMI BEACH, a Florida municipal corporation, (“Defendant”) (collectively, the “Parties,” and each a “Party”).

RECITALS

On December 21, 2018, the Class Plaintiff on behalf of itself and the other Class Members commenced the above-captioned litigation in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (the “Class Action”);

On February 10, 2020, Class Plaintiff on behalf of itself and the other Class Members filed an Amended Class Action Complaint against Defendant;

On October 27, 2023, the Court presiding over the Class Action entered an Order granting Plaintiff’s Motion for Class Certification (the “Order Granting Class Certification”) and certified a class consisting of the following, “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 “Class”);

The Order Granting Class Certification also appointed the law firm of Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. as Class Counsel;

The Class Plaintiff, on behalf of itself and the other Class Members, have asserted claims against the Defendant which seek substantial damages;

The Defendant denies liability for those claims;

The Class Representatives and Class Counsel have on multiple occasions engaged in arms-length settlement negotiations with the Defendant and its attorneys, culminating in the settlement memorialized herein (the “Settlement”) and subject to the provisions herein;

The Parties desire and have resolved to settle their disputes on the terms and conditions set forth below, in order to avoid the expense and uncertainties of further litigation, subject to Court approval in accordance with Florida Rule of Civil Procedure 1.220; and

Class Counsel has carefully considered the relevant facts and circumstances, including a thorough investigation and analysis of the facts and law applicable to the claims asserted against the Defendant, and believes the Settlement is fair, reasonable, and adequate, and in the best interests of the Class.

NOW, THEREFORE, in consideration of the covenants and obligations set out herein, the Parties hereby agree to a full and final settlement of their disputes, as follows:

1. Recitals. The Parties agree that the statements in the above Recitals are true and correct, are incorporated into this Agreement, and may be used to interpret its provisions.

2. Consideration. In consideration of the making of this Agreement, including the promises, releases, covenants, and payment obligations set forth below, the avoidance of the time, expense, and uncertainty of litigation, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties—after consultation with and advice from their respective counsel—have entered into this Agreement fully intending to be legally bound.

3. Definitions. The definitions in the preamble and recitals are incorporated herein by reference, and the following terms used in this Agreement shall have the meanings specified:

- (a) “Execution Date” means the date this Agreement is fully executed by all the Parties.
- (b) “Court” means the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.
- (c) “Class Member” means any individual or entity described in the class definition contained in the Order Granting Class Certification.
- (d) “Day” or “days” mean calendar days, unless otherwise specified.
- (e) “Preliminary Approval” means the entry by the Court of an order granting preliminary approval of the Settlement under Florida Rule of Civil Procedure 1.220.
- (f) “Final Approval” means the entry by the Court of a Final Order and Judgment.
- (g) “Final Order and Judgment” means an order granting final approval of the Settlement under Florida Rule of Civil Procedure 1.220 and a judgment pursuant to Chapter 55 Fla. Statutes dismissing the claims against Defendant as of the Effective Date of Settlement.
- (h) “Effective Date of Settlement” means the earlier of the following two dates: (i) the day after the deadline to file an appeal from the Final Order and Judgment, if no appeal challenging the Settlement is filed; or (ii) the day after appellate rights with respect to the Final Order and Judgment have been exhausted, if an appeal challenging the Settlement is filed and the approval of the Settlement is affirmed. The Effective Date of Settlement shall not be extended or delayed by any appeal from the Final Order and Judgment challenging only the grant of attorneys’ fees, or reimbursement of costs.
- (i) “Escrow Agreement” means a separate agreement between Class Counsel, Defendant, and the Escrow Agent, pursuant to which the Escrow Account is to be established, funded, and maintained for the benefit of the Class, under the Court’s continuing supervision and control.
- (j) “Escrow Agent” means the banking institution designated by the Court to hold the Escrow Account;

- (k) “Escrow Account” means the escrow account established to receive and maintain the Settlement Amount and any interest earned thereon (the “Settlement Funds”).
- (l) “Settlement Amount” means Nine Million United States Dollars (\$9,000,000 USD) to be paid by Defendant pursuant to this Agreement as a full and final settlement of the claims against the Defendant, in accordance with the terms of paragraph 8 of this Agreement.
- (m) “Claims Administrator” shall mean a person or entity approved by the Court to administer the Settlement pursuant to this Agreement.
- (n) “Water Surcharge” shall mean any surcharge imposed on account of Section 180.191, Florida Statutes, which has customarily been imposed at a rate of 25% on Class Members.

4. Reasonable Best Efforts to Obtain Approval of and Effectuate the Settlement. Upon the Execution Date, the Parties hereto shall be bound by the terms of this Agreement, which shall not be rescinded or modified except in accordance with the terms of this Agreement. The Parties shall recommend both Preliminary Approval and Final Approval of the Settlement and they shall undertake reasonable best efforts, including all efforts and steps contemplated by and consistent with this Agreement, as may be necessary or appropriate to effectuate the Settlement and carry out the terms of this Agreement. No Party shall take any action that directly or indirectly interferes with the effort to obtain Preliminary or Final Approval of the Settlement, except as specifically provided otherwise in this Agreement.

5. Motion for Preliminary Approval. Within 10 days after the Execution Date, Class Plaintiff shall submit to the Court a Motion for Preliminary Approval of the Settlement, along with a proposed notice to the Class pursuant to Florida Rule of Civil Procedure 1.220. Class Plaintiff shall provide the Defendant with a reasonable opportunity to review and comment on the proposed notice before it is submitted to the Court.

6. Notice of Settlement. If the Court grants Preliminary Approval of the Settlement, Class Counsel shall provide notice to each Class Member of both the Settlement and the hearing scheduled by the Court to determine the fairness, reasonableness, and adequacy of the Settlement, in the form and manner approved by the Court. Class Counsel shall take all steps needed to ensure the notice is provided in accordance with the order granting Preliminary Approval of the Settlement and satisfies the requirements of Florida Rule of Civil Procedure 1.220 and due process.

7. Escrow Agreement. Within 5 days after Preliminary Approval of the Settlement, the Escrow Agreement shall be executed and the Escrow Account shall be established. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel, the Escrow Agent, or Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of any Settlement Funds; (iii) any plan of allocation or its implementation, administration, or interpretation; (iv) the determination,

administration, calculation, or payment of any claims asserted against any Settlement Funds; (v) any losses suffered by, or fluctuation in value of, any Settlement Funds; or (vi) the withholding or payment of any taxes, expenses, or costs incurred in connection with the taxation of any Settlement Funds or the filing of any federal, state, or local tax returns. Except as provided herein or pursuant to orders of the Court, all Settlement Funds shall remain in the Escrow Account prior to the Effective Date of Settlement. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the Settlement Funds shall be distributed or returned pursuant to the terms of this Agreement or further order of the Court. Until the Effective Date of Settlement, the Settlement Funds shall be maintained exclusively in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation; or (b) secured by instruments backed by the full faith and credit of the United States.

8. Payment of Settlement Amount. On or before October 15, 2024, Defendant shall pay Two and One-Half Million United States Dollars (\$2,500,000 USD) of the Settlement Amount into the Escrow Account, by wire transfer, in immediately available funds (the “First Installment”). Within 5 days of the date that is 365 days after the First Installment comes due under this Agreement, Defendant shall pay the second installment of Six and One-Half Million United States Dollars (\$6,500,000 USD) of the Settlement Amount into the Escrow Account, by wire transfer, in immediately available funds (the “Second Installment”).

9. Qualified Settlement Fund. The Parties intend the Escrow Account to be treated as a “qualified settlement fund” for federal income tax purposes pursuant to Treas. Reg. § 1.468B-1, and, to that end, the Parties shall cooperate with each other in ensuring such treatment and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. For purposes of Treas. Reg. § 1.468B-2(k)(3), the Claims Administrator will be treated as the “administrator” of the “qualified settlement fund” and shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Funds. Such returns shall reflect that all taxes on the income earned on the Settlement Funds shall be paid out of the Settlement Funds. The Claims Administrator shall timely make any such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a “relation back election,” as described in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith. Defendant agrees to cooperate reasonably with the Claims Administrator to provide information available to them that is needed for filing tax returns for the Settlement Funds and will give their consent to the filing of any relation back election.

10. Taxes. Any taxes that may become due on any portion of the Settlement Funds shall be considered a cost of administration of the Settlement, and shall be timely paid out of the Settlement Funds in the Escrow Account. The Defendant shall not have any liability or responsibility for any such taxes or on any taxes that may become due as a result of disbursements from the Escrow Account to Class Members or otherwise.

11. Court Approval Required for All Disbursements from The Escrow Account. No disbursement from the Escrow Account may be made without the Court's prior approval. With the Court's approval, disbursements from the Escrow Account may be made to pay Class Member claims, attorneys' fees, litigation costs, administrative and notice expenses, and such other disbursements as the Court shall authorize. With respect to payments made to Class Members Court approvals will be based on schedules provided by the Claims Administrator.

12. Use of Settlement Amount Pending Final Approval and Effective Date of Settlement. Except as otherwise provided in this Agreement or in the Escrow Agreement, no portion of the Settlement Amount may be used for any purpose until the Effective Date of Settlement, but any interest earned on the Settlement Amount may be used to pay necessary and reasonable administrative expenses, including but not limited to the fees and costs associated with maintaining the Escrow Account and the fees and costs incurred by the Claims Administrator, subject to the Court's prior approval. No Class Member shall have any interest in the Settlement Funds until the Effective Date of Settlement.

13. Motion for Final Approval of Settlement and Entry of Final Order and Judgment. If the Court grants Preliminary Approval of the Settlement, the Class Plaintiff shall submit to the Court a Motion for Final Approval of the Settlement and entry of a Final Order and Judgment which shall:

- (a) fully and finally approve the Settlement as being fair, reasonable, and adequate within the meaning of Florida Rule of Civil Procedure 1.220, and direct its consummation pursuant to the terms and conditions set forth in this Agreement;
- (b) direct that all claims asserted against the Defendant shall be dismissed with prejudice as of the Effective Date of Settlement;
- (c) reserve continuing and exclusive jurisdiction over the interpretation, administration, and enforcement of the terms of this Settlement; and
- (d) determine pursuant to Chapter 55 Florida Statutes that there is no just reason for delay and direct that the Final Order and Judgment be final and appealable and entered forthwith.

Class Counsel shall provide the Defendant with a reasonable opportunity of at least 5 business days to review and comment on the proposed Final Order and Judgment before it is submitted. The Parties shall jointly support the entry of the proposed Final Order and Judgment at any subsequent hearing.

14. Attorneys' Fees and Costs. Each of the Parties shall bear its own attorneys' fees and costs in connection with the prosecution and defense of the Class Action; however, Class Counsel shall have the right to apply to the Court for an award of attorneys' fees and costs to be paid solely from the Settlement Amount following the Effective Date of the Settlement. Class Counsel shall provide the Defendant with a reasonable opportunity to review and comment on any such application for an award of attorneys' fees and costs before it is submitted to the Court and

Defendant agrees to not unreasonably oppose any such application(s) for attorneys' fees, and costs provided that such application is reasonable and contains documented support for all attorneys' fees and costs. Nothing in this paragraph shall operate or be construed to waive, compromise, settle, or otherwise affect Defendant's rights to recover attorneys' fees and other costs from their insurers, indemnitors, or other third parties.

15. Effect of Disapproval. If the Court does not grant Final Approval of the Settlement or if the portion of the Final Order and Judgment approving the Settlement is set aside on appeal, then any or all of the Parties may elect to cancel or terminate this Agreement in its entirety by providing written notice to all other Parties ("Termination Notice"). If a Party elects to terminate the Settlement, the termination will become effective 30 days after service of the Termination Notice. During that 30-day period, the Parties shall use their best efforts to resolve any existing conflicts or deficiencies and reinstate the Settlement. In the event the Parties fail to reinstate the Settlement (a) this Agreement shall become null and void, any Final Order and Judgment entered shall be vacated, and the Parties shall be returned to their respective positions in the Class Action as if this Agreement had never been entered, without prejudice to any rights, claims, or defenses asserted, with all statutes of limitation that had not previously expired are deemed tolled, and without the need to re-serve any process; and (b) Defendant shall be entitled to the immediate return of the entire Settlement Amount along with any interest earned on that amount which has not been used to pay necessary and reasonable administrative expenses. The Parties expressly reserve and retain all of their respective rights, claims, and defenses through the Effective Date of Settlement. The Parties also agree that the negotiations and proceedings connected with the Settlement shall be without prejudice to the rights of any of the Parties, shall not be construed or deemed to be an admission by any Party as to any fact or matter, and shall not be used by any Party in any way whatsoever in the Class Action or any other action or proceeding, except as otherwise expressly permitted by this Agreement.

16. Presentation of Claims. Defendant will provide to the Claims Administrator the names and addresses of those residents of Miami Gardens who were received and paid bills submitted by Defendant for water usage for the period between May 22, 2017 and at least February 6, 2021 as specified in the Order Granting Class Certification which bills submitted and paid included a 25% surcharge.

17. Notice to the Class Members of Entitlement to Recovery and Notice of the Means to Seek Collection. The Claims Administrator will mail to each Class Member a Notice of Entitlement to Recovery of Sums Arising from the Settlement of this class action, and enclosing forms for Class Members to submit applications for recovery. The Notice shall indicate the amount of the recovery due to each Class Member after deducting attorneys' fees, the costs of the action and the cost of claims administration.

18. Evaluation of Claims. The Claims Administrator will evaluate the claims submitted, use reasonable efforts to determine the entitlement of each applicant for participation, and establish schedules for Court approval for payment from the Settlement Fund. During the year between the First Installment and the Second Installment the Claims Administrator will identify class members and process submitted claims. All claims will be paid after receipt of the Second Installment.

19. Effect of Final Approval Upon Effective Date of Settlement – Abandonment of Claims -- Right of Reversion. For claims to be recovered by any Class Member, an application for payment must be submitted by and received by the Claims Administrator no later than 365 days following the Effective Date of Settlement. Any claims not submitted and received by that date will be deemed abandoned. Defendant shall have the right of reversion to any and all amounts not timely claimed, after deducting court-awarded attorneys' fees and costs and administrative expenses and fees for claims administration.

20. Closing Report of Claims Administrator. Within thirty (30) days following the one year anniversary of the Effective Date of Settlement, the Claims Administrator will provide a closing report indicating the amounts paid to Class Members in the aggregate, the number of claims processed, the number of claims approved by the Court for payment and paid, the attorneys' fees and costs paid to Class Counsel, the costs of claims administration and the amounts if any of abandoned claims. Upon completion of the Closing Report the Claims Administrator will seek Court approval for payment to Defendant of any abandoned funds.

21. Releases. Upon the Effective Date of Settlement, for good and valuable consideration the receipt of which is duly acknowledged:

- (a) the Class Plaintiff and other Class Members hereby release and discharge Defendant 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 of any kind or nature whatsoever—including, without limitation, any demands, complaints, actions, causes of action, suits, judgments, executions, attachments, levies, garnishments, debts, liabilities, profits, bonuses, reimbursements, obligations, costs, expenses, sums of money, accounts, reckonings, bonds, bills, fees, taxes, covenants, contracts, conveyances, controversies, agreements, promises, trespasses, damages, or compensation, of any nature whatsoever, at law or in equity, whether based on contract, tort, statute, strict liability, or otherwise, whether for compensatory, special, punitive, statutory, or any other damages, harm, or remedies—whether known or unknown, arising out of, based upon, or related to any act, failure to act, commission, omission, conduct, activity, incident, condition, situation, circumstance, matter, thing, or otherwise arising out of or relating in any way whatsoever to the Water Surcharge from the beginning of time through the Effective Date of Settlement, including those claims that were or could have been asserted against Defendant in the Class Action. However, notwithstanding anything to the contrary set forth in this paragraph or in any other provision herein, nothing in this Agreement shall operate or be construed to waive, compromise, settle, or otherwise affect Class Plaintiff or Class Members' rights to seek a reduction of or challenge any other utility surcharge imposed by Defendant, including any Water Surcharge, through any legislative or other non-litigation process, as applicable. All such rights are fully reserved by the Class Plaintiff and Class Members;

(b) the Defendant hereby releases and discharges each Class Plaintiff, Class Member, and their Class 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 of any kind or nature whatsoever—including, without limitation, any demands, complaints, actions, causes of action, suits, judgments, executions, attachments, levies, garnishments, debts, liabilities, profits, bonuses, reimbursements, obligations, costs, expenses, sums of money, accounts, reckonings, bonds, bills, fees, taxes, covenants, contracts, conveyances, controversies, agreements, promises, trespasses, damages, or compensation, of any nature whatsoever, at law or in equity, whether based on contract, tort, statute, strict liability, or otherwise, whether for compensatory, special, punitive, statutory, or any other damages, harm, or remedies—whether known or unknown, arising out of, based upon, or related to any act, failure to act, commission, omission, conduct, activity, incident, condition, situation, circumstance, matter, thing, or otherwise arising out of or relating in any way whatsoever to the Water Surcharge from the beginning of time through the Effective Date of Settlement, including those claims that were or could have been asserted against any Class Plaintiff or Class Member in the Class Action. The releases in this paragraph shall be construed to release any claim for fraud in the inducement of this Agreement, but they shall not be construed or deemed to release any obligations under this Agreement. The releases in this paragraph also shall not be construed or deemed to release or discharge any person or entity that is not the subject of the releases set forth above. The releases are intended to release and discharge only those entities, persons, claims, demands, actions, debts, liabilities, and obligations specified above. Notwithstanding anything to the contrary set forth in this paragraph or in any other provision herein, nothing in this Agreement shall operate or be construed to waive, compromise, settle, or otherwise affect Defendant's right to recover from their insurers, indemnitors, or other third parties all or part of the Settlement Amount, attorneys' fees, costs, or any other amounts that may be due or may become due from such insurers, indemnitors, or other third parties. All such rights are fully reserved by the Defendant.

22. Calculation of Amount of Distributions to Class Members. Following the Effective Date of Settlement, disbursements from the Settlement Amount shall be made to the Class Members in accordance with a plan of allocation presented by Class Counsel and the Claims Administrator for the Court's approval. Other than providing information necessary to identify Class Members and the amounts due them, Defendant shall have no role in the claims process, no right to object to any disbursement made in connection therewith, and shall have no liability whatsoever in connection therewith.

23. Voluntary Agreement. Each Party agrees that, in deciding to enter this Agreement, it has had the opportunity to consult with counsel of his, her, or its choice and has independently considered the possible outcomes of the Class Action and the expense of continuing to litigate the Class Action, and that he, she, or it was not fraudulently induced, coerced, or intimidated into signing this Agreement. Each Party also agrees that he, she, or it shall not seek to upset this Agreement by reason of any fact or matter, including but not limited to the discovery of any claim

or defense not presently known to it. In executing this Agreement, each Party affirmatively waives and releases any claim that he, she, or it has been misled or fraudulently induced to enter this Agreement.

24. No Admissions. The Parties acknowledge, and agree that (a) this Agreement is a compromise of disputed claims and defenses, which they have entered into to avoid the time, expense, and risk associated with the Class Action and any other disputes involving the subject matter of the Class Action, and (b) all Parties and Class Members have denied and continue to deny any liability to any other Party or Class Member. Accordingly, nothing in this Agreement shall be construed or deemed an admission or evidence of liability, responsibility, or wrongdoing, and neither this Agreement, nor any of its terms or conditions (including the Settlement Amount), nor any act or omission of a Party or a Class Member relating to the Class Action (including settlement efforts), shall operate or be construed as an indication, inference, presumption, admission, declaration, concession, or as evidence regarding any fact, any issue of law, or any right, obligation, fault, or liability concerning any of the Parties or Class Members. However, nothing in this paragraph 24 shall affect the enforceability of this Agreement, including the rights, obligations, or liabilities of the Parties hereunder.

25. Public Statements. Class Plaintiff and Class Counsel shall not issue any press release or contact media representatives regarding the Class Action or Settlement memorialized in this Agreement. To the extent the Parties are asked to respond to questions from media representatives about the Class Action or Settlement, their comments shall only include the following statement "The City of Miami Gardens and the City of North Miami Beach entered into a settlement of their dispute related to a 25% water surcharge as a compromise of disputed claims and defenses, without any admission of liability, responsibility, or wrongdoing."

26. Entire Agreement. This Agreement contains the entire agreement of the Parties and supersedes any and all prior negotiations, statements, representations, understandings, and agreements, whether oral or in writing, with respect to the subject matter hereof. Each Party acknowledges that he, she, or it is not relying on any statement, representation, or warranty made by another Party which is not stated herein.

27. Termination and Modification. Except as provided in this Agreement or required by Court order, this Agreement may not be terminated or modified, in part or in whole, except by an instrument in writing signed by authorized representatives of each of the Parties hereto. No Party may assert any claim against another Party based on any alleged subsequent modification or agreement affecting or relating to the terms of this Agreement unless in writing and signed by the Parties.

28. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors, assigns, and heirs of the Parties, the Class Members, and other released parties.

29. Waiver. The Parties agree that any waiver of rights under this Agreement shall be effective only if made by written instrument of the waiving Party specifying the intent to waive.

The Parties further agree that the waiver of any particular breach of this Agreement, if made, shall not be deemed or construed as a waiver of any other breach, whether prior to, subsequent to, or contemporaneous with this Agreement.

30. No Party is the Drafter. No Party shall be considered the drafter of this Agreement or any provision hereof for purposes of any statute, case law, or rule of interpretation or construction that would or might cause any portion of this Agreement to be construed more strictly against any Party.

31. Governing Law. This Agreement shall be construed and the legal relations between the Parties shall be determined in accordance with the laws of the State of Florida, without regard to its choice of law or conflict of law principles.

32. Retention of Jurisdiction. The Court shall retain exclusive jurisdiction and venue over the implementation, administration, and enforcement of this Agreement.

33. Resolution of Disputes. Any dispute arising out of or relating to this Agreement or any of the releases contained herein which cannot be resolved through negotiation and agreement shall be submitted to the Court for determination. Without limiting the generality of the foregoing, it is hereby agreed that any dispute concerning or relating to any provision of this Agreement, including but not limited to any suit or proceeding in which the provisions of this Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, constitutes a dispute arising out of or relating to this Agreement.

34. Consent to Jurisdiction. Each Party and Class Member hereby irrevocably submits to the exclusive jurisdiction of the Court in connection with any dispute arising out of or relating to this Agreement or any of the releases contained herein.

35. Remedies/Attorneys' Fees. This Agreement does not waive or otherwise limit the Parties' rights or remedies for any breach hereof. The breach of this Agreement may result in irreparable damage to a Party for which such Party will not have an adequate remedy at law. Thus, in addition to any other remedies and damages available, the Parties specifically agree that any Party may immediately seek enforcement of this Agreement or any portion thereof by means of specific performance or injunction, without the requirement of posting a bond or other security. In any litigation or other legal proceeding arising out of or otherwise related to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' and paraprofessional fees and costs, including but not limited to attorneys' and paraprofessional fees and costs incurred in factual investigation, factual, or legal electronic database research, and appellate proceedings.

36. Conflicts/Headings. Any inconsistency between this Agreement and any exhibit attached hereto or other document referenced herein shall be resolved in favor of this Agreement. The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning, interpretation, or construction of this Agreement.

37. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one agreement.

Facsimile or e-mailed signatures shall be considered as valid signatures as of the Execution Date, although the original signature pages shall thereafter be included in the version filed with the Court.

38. Authority. Each Party represents that he, she, or it is authorized to enter this Agreement and the individual executing this Agreement on its behalf has the legal authority to do so. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. represents that, as Class Counsel, it is authorized to enter into this Agreement on behalf of Class Plaintiff and the Class Members and that the attorney executing this Agreement on the firm's behalf has the legal authority to do so.

39. Notices. All notices required under this Agreement shall be in writing and sent by (a) hand delivery, (b) registered or certified mail, return receipt requested, postage pre-paid, or (c) Federal Express, UPS, or similar overnight courier, with an additional copy by e-mail, to:

If Directed to the Class Plaintiff, any Class Member, or Class Counsel:

Eugene E. Stearns, Esq.
Matthew C. Dates, Esq.
STEARNS WEAVER MILLER WEISSLER
ALHADEFF & SITTERSON, P.A.
150 West Flagler Street,
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estearns@stearnsweaver.com
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Sonja Dickens, Esq.
City Attorney
City of Miami Gardens
18605 N.W. 27th Avenue
Miami Gardens, FL 33056

Cameron Benson
City Manager
City of Miami Gardens
18605 N.W. 27th Avenue
Miami Gardens, FL 33056

If Directed to Defendant:

John K. Shubin, Esq.
Ian E. DeMello, Esq.
Katherine Maxwell, Esq.
Shubin Law Group, P.A.
100 SE 2nd Street, Suite 4020
Miami, FL 33131
Phone: (305) 381-6060

Fax: (305) 381-9457
jshubin@shubinlawgroup.com
idemello@shubinlawgroup.com
kmaxwell@shubinlawgroup.com

With a copy to:

City Attorney
City of North Miami Beach
17011 NE 19th Avenue
North Miami Beach, FL 33162

City Manager
City of North Miami Beach
17011 NE 19th Avenue
North Miami Beach, FL 33162

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have set their hands and seals to this instrument as of July____, 2024.

CLASS COUNSEL
ON BEHALF OF CLASS
PLAINTIFF AND THE CLASS

CITY OF NORTH MIAMI BEACH

By: _____
Eugene E. Stearns
Matthew C. Dates

By: 

Mario Diaz, City Manager

Fax: (305) 381-9457
jshubin@shubinbass.com
idemello@shubinbass.com
kmaxwell@shubinbass.com

With a copy to:

City Attorney
City of North Miami Beach
17011 NE 19th Avenue
North Miami Beach, FL 33162

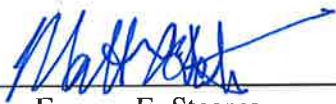
City Manager
City of North Miami Beach
17011 NE 19th Avenue
North Miami Beach, FL 33162

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have set their hands and seals to this instrument as of July ~~15th~~, 2024.

August

CLASS COUNSEL
ON BEHALF OF CLASS
PLAINTIFF AND THE CLASS

CITY OF NORTH MIAMI BEACH

By: 
Eugene E. Stearns
Matthew C. Dates

By: _____
Mario Diaz, City Manager