

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT,
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CIRCUIT CIVIL DIVISION
CASE NO. 17-8285-CA-01 (43)
Complex Business Litigation Unit**

GEORGE SUAREZ, et al.,

Plaintiffs,

vs.

CITY OF OPA-LOCKA, FLORIDA,

Defendant.

_____ /

**MOTION FOR PRELIMINARY APPROVAL
OF PROPOSED CLASS ACTION SETTLEMENT**

Plaintiffs, GEORGE SUAREZ, TANIA SUAREZ; ROSCOE, PENDLETON, ADEL RAAD, STEVEN BARRETT, NATASHA ERVIN, TAXES BY NATASHA ERVIN and ALFONSO J. ERVIN, III, individually and on behalf of all others similarly situated (hereinafter, “Plaintiffs”) hereby move the Court for the preliminary approval of the proposed class action settlement, and in support, state as follows:

1. On April 7, 2017, Plaintiffs brought this class action lawsuit against the CITY OF OPA-LOCKA, FLORIDA, alleging, *inter alia*, a breach of the City’s contractual duties with respect to the administration of its public water utilities functions and sought damages and injunctive relief. Thereafter the City entered into an agreement with the County to take over the water utilities billings process. A copy of that Agreement is attached hereto as Exhibit “A.”
2. The Plaintiffs filed a motion to certify class which was granted. The Court originally certified a Deposit Class and an Overcharge Class. The City appealed. The appeals court overturned

the Deposit Class and affirmed the Overcharge Class. The following Class has been certified (“Class”):

All City of Opa-Locka water utility customers, commencing as of the period of the applicable statutes of limitations, who paid or were charged for water utility services in excess of the amounts they were liable to pay as calculated based on reasonable rates and functioning and accurate water meters and readings.

3. In or around September 17, 2019, the Court approved the form of Class Notice, which was mailed to potential Class Members.

4. After the close of discovery, the parties engaged in mediation, commencing on August 26, 2021, and reached a class settlement agreement in principle on or about September 6, 2021. The Parties drafted a Settlement Agreement, attached as Exhibit “B” (hereinafter, “Settlement”). The Settlement Agreement has been executed by the Parties, approved by the City of Opa-Locka City Commission and the State of Florida Opa-Locka Financial Emergency Board (created by Executive Order 16-135 (June 1, 2016), State of Florida, Office of the Governor). Pursuant to the Settlement Agreement, the City agreed to establish two settlement funds:

a) Cash Fund. The City agreed to pay \$1 million into a cash fund to pay valid claims, court-approved fees and costs, including costs to administer the claims process, proposed class representative awards and reasonable attorney’s fees as approved by the Court.

b) Credit Fund. The City agreed to provide a credit of up to \$2 million to be applied as account receivable credits to pay valid claims for claimants who have water utility accounts in the City of Opa-Locka with unpaid balances.

5. Claims Process: The Claims Process will be administered by an independent Claims Administrator. The Plaintiffs propose that the Court appoint the following company as Claims Administrator in this matter:

LISSAGE “SAGE” MONBRUN, CPA
LSM CPA Firm
190 NE 199 Street, Suite 106
North Miami Beach, FL 33179
(305) 219-0060; (305) 330-4713
lmonbrun@lsmfirmcpa.com
admin@lsmfirmcpa.com
www.lsmfirmcpa.com

Mr. Monbrun is a licensed Certified Public Accountant in the State of Florida. He will be working with the guidance of, and at the direction of Plaintiffs’ damages expert, Ronnie Gagnet, C.P.A. A copy of Mr. Monbrun’s CV is attached hereto as Exhibit “C”.

The Claims Administrator is tasked with receiving, reviewing, and approving claims pursuant to the agreed upon claims procedure and process. The Claims Administrator shall review and certify that each approved claim meets the criteria agreed to and set forth in the Settlement Agreement.

6. Payment of Claims: Upon certification of valid and approved claims, the Claim Administrator shall determine the total amount that each class member with a valid claim paid for water consumption (excluding fees, and non-consumption charges) during the Class Period. Each valid and approved claim shall receive 8% of the Class Charge for its account if the account does not have an accounts receivable balance. If the approved claim is for an account that has an Accounts Receivable balance, the Class Member shall receive 8% of the Class Charge as a credit against the Accounts Receivable. All valid and approved Claims shall be paid on a *pro rata* basis and no Class Member is entitled to receive more than their *pro rata* share of the Class Funds.

The Plaintiffs’ expert determined that the maximum potential overcharges recovery would be approximately \$8 million dollars. The City disputed the Plaintiffs’ expert’s methodology and the alleged overcharge and further asserted that the alleged overcharges were not paid or collected. To avoid the potential for several more years of costly litigation, the parties agreed to settle this litigation for a total of \$3 million in cash and accounts receivable credits to the benefit of the Class. This

includes the City dismissing its counterclaims against Class Members for alleged underpayment. After extensive consideration, the parties' agreed that an 8% overcharge claim recovery would fairly and adequately compensate the Class Members.

7. Notice Requirement. The Settlement Agreement provides for notice sufficient to satisfy the notice requirements of Rule 1.220(d)(1) and the due process rights of the Settlement Class. The Court and the Parties have already given class notice, pre-settlement, during an opt-out period in 2019. The proposed Class received notice and an opportunity to opt-out. The Parties agreed to provide notice to the Settlement Class via US Mail. However, Class counsel proposes, and the City does not object, that the most efficient manner of providing notice to the Settlement Class is *via* publication on the City of Opa-Locka's website as well as an independent webpage, www.opalockawatersettlement.com. This will give an opportunity for Class Members to access and review information about the litigation and the Settlement Agreement in addition to the Class Notice, which will provide a fair and reasonable opportunity for Class Members to object to the Settlement Agreement if they choose to do so. Notice by this form of publication is particularly appropriate here given: (i) the nature of Plaintiffs' claims; (ii) that the defendant is a public entity; and (iii) that parties have provided individual notice to all potential Settlement Class Members.

8. The Plaintiffs request that the Court grant preliminary approval of the Settlement Agreement. The Settlement is fair, adequate, and reasonable. The Settlement was reached after considerable negotiation and deliberation. Both Class and Defendant counsel agree that the Settlement provides for the interest of all parties involved, takes into consideration the costs, time, and risk associated with continued litigation, and should therefore be approved.

MEMORANDUM OF LAW

Rule 1.220(e) of the Florida Rules of Civil Procedure requires judicial approval of any settlement agreement in a class action. *See* Fla. R. Civ. P. 1.220(e). The approval of a class action

settlement is a two-step process. First, the Court must determine whether the proposed settlement deserves approval pursuant to the requirements of Florida Rule of Civil Procedure 1.220. Second, after notice, the Court must determine whether final approval is warranted. *See Manual for Complex Litigation*, Third, § 30.41, at 236-37 (1995). The trial court, however, must accept or reject the settlement in its entirety and cannot unilaterally modify the settlement by rewriting term of the proposed settlement. *See Fung v. Fla. Joint Underwriters Ass'n*, 840 So. 2d 1101 (Fla. 3d DCA 2003).

The Court should grant preliminary approval of the Settlement. As noted above, the settlement terms were derived after extensive negotiations and consideration of the best interest of all involved. The attorneys for both Parties have jointly concluded that the Settlement is fair, adequate and reasonable in light of the circumstances, the evidence discovered during multiple years of litigation. The Settlement includes a substantial settlement fund which includes both cash and credits such that class members which allows for class members with balances to receive accounts receivable credit while at the same time reserving the cash fund for those who paid charges billed by the City. Also, the Settlement provides for each Class member who submits a valid claim to potentially receive a substantial 8% return on amounts paid and/or credit towards accounts receivable. The Settlement provides for a reverter to the City for any unpaid settlement funds; however, the claims process will be completely administered by an independent Claims Administrator and no funds will return to the City unless and until all valid claims have been paid.

Finally, the Settlement provides for notice and opportunity to be heard for all potential Class Members. Therefore, the Court will have the benefit of any objections prior to final approval of the Settlement.

WHEREFORE, Plaintiffs request that the Court grant this Motion and issue an order: (1) granting preliminary approval of the proposed settlement; (2) approving the Settlement Notice

to the Class members; and (3) approving the Official Claim Form. A copy of the proposed order on Joint Motion for Preliminary Approval of Class Action Settlement is attached hereto as Exhibit “D”

DATED this 15 day of December 2021.

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/s/ DAVID P. REINER, II
By: _____
DAVID P. REINER, II; FBN 416400

Counsel for Plaintiffs

CITY OF OPA-LOCKA JOINDER

The City of Opa-Locka, pursuant to the Settlement Agreement, hereby joins in the Plaintiffs' request for preliminary approval of the proposed settlement, the Claims Form and the Class Settlement Notice.

**KOZYAK TROPIN &
THROCKMORTON LLP**
2525 Ponce de Leon Boulevard, 9th
Floor
Miami, Florida 33134
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/s/Detra Shaw-Wilder
By: _____
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Counsel for Defendant
the City of Opa-Locka, Florida

CERTIFICATE OF SERVICE

*I HEREBY CERTIFY that on **December 15, 2021**, we electronically filed the foregoing document with the Clerk of the Court using Florida Courts eFiling Portal. We also certify that the foregoing document is being served this day on all counsel of record or pro se parties in the manner specified, either via transmission of Notices of Electronic Filing generated by Florida Court e-Filing Portal or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.*

REINER & REINER, P.A.

Co-Counsel for Plaintiffs

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/s/ DAVID P. REINER, II

By: _____
DAVID P. REINER, II; FBN 416400

EXHIBIT "A"

CONTRACT
BETWEEN
MIAMI-DADE COUNTY
AND
CITY OF OPA-LOCKA, FLORIDA
PROVIDING FOR SEWAGE DISPOSAL SERVICE

THIS CONTRACT, made and entered into this 4th day of August, 2017 ("Effective Date"), by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter designated as the "COUNTY", and the City of Opa-locka, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter designated as the "CITY", and collectively with the COUNTY, the "Parties").

WITNESSETH:

WHEREAS, on January 16, 1996, the COUNTY and the CITY entered into a contract to provide sewage disposal services by the COUNTY to the CITY (the "1996 Contract"); and

WHEREAS, on January 16, 2001, the COUNTY and the CITY entered into Addendum Number One to the 1996 Contract which extended the 1996 Contract for a five-year period until January 16, 2006; and

WHEREAS, on May 6, 2002, the COUNTY and the CITY entered into Addendum Number Two to the 1996 Contract that provided the CITY with a payment schedule for sewer billings in the amount of \$1,766,326.13, which amount was paid by the CITY in full on June 6, 2006; and

WHEREAS, on February 23, 2006, the COUNTY and the CITY entered into Addendum Number Three to the 1996 Contract, which extended the Contract for a five-year (5) period until January 16, 2011; and

WHEREAS, the COUNTY and the CITY desire to enter into this Contract (the "Contract") so the COUNTY can continue to render sewage disposal service to the CITY; and

WHEREAS, the Miami-Dade Water and Sewer Department, hereinafter referred to as the "Department", operates and maintains the COUNTY'S sewage disposal system;

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the COUNTY and the CITY agree as follows:

1. The COUNTY shall provide sewage disposal service, to the extent capacity is available, to the CITY by allowing the connection of the CITY'S sewage collection systems to the COUNTY'S sewage transmission facilities at the following points of connection:

- a. 12700 N.W. 30th Avenue
- b. 12705 N.W. 42nd Avenue

Additional points of connection may be established at such times and places as shall be mutually agreed upon by the Director of the Department and the CITY. The CITY shall bear the entire cost and expense of establishing each such additional point of connection, including the telemetry construction connection cost. The CITY shall also bear the cost of obtaining such easements as may be needed, and furnishing all necessary labor and materials required to connect with the COUNTY'S force mains or gravity interceptors, all in accordance with plans and specifications to be approved by the COUNTY, which approval

shall not be unreasonably withheld or delayed. The CITY will supply and install meter(s) and transfer ownership to the COUNTY. The CITY shall convey to the COUNTY, by appropriate Bill of Sale, as shown on Exhibit "A" attached hereto as a sample, any and all of the CITY'S right, title and interest in and to the tees or crosses in the feeder mains, meters, meter vaults and all piping, valves and appurtenances between and including the aforesaid tees or crosses and the valve immediately on the discharge side of the meters. The COUNTY shall thenceforth own, control, operate and maintain such facilities.

2. The operation and maintenance of all facilities on the CITY'S side of the master meter connections shall be the sole responsibility of the CITY, except as otherwise provided herein. The CITY acknowledges that the responsibility of the COUNTY to provide sewage disposal service under this Contract shall be limited to the CITY'S existing sewer service area or future sewer service area, which the CITY is legally authorized to serve. The CITY acknowledges that it provides sewer service outside of its existing CITY limits and as its service area is expanded, said sewer service areas shall be included pursuant to the terms and conditions of this Contract. The CITY agrees not to impose any surcharge on consumers residing outside the CITY as provided in Section 180.191, Florida Statutes.
3. The CITY hereby acknowledges and agrees that any right to connect the CITY'S property to the COUNTY'S sewage system is subject to the terms, covenants and conditions set forth in court orders, judgments, consent orders, consent decrees and the like entered into between the COUNTY and the United States, the State of Florida and/or any other governmental entity, including but not limited to, the Consent Order entered on April 9, 2014 in the United States of America, State of Florida and State of Florida Department of Environmental Protection v. Miami-Dade County, Case No. 1:12-cv-24400-FAM, as well as all other current, subsequent or future enforcement and regulatory actions and proceedings.
4. The CITY agrees and warrants that its sewage collection and transmission system and any extension thereof shall be operated and maintained in accordance with the requirements of all applicable federal, state and county laws, rules, regulations and permit conditions. The operation and maintenance of all facilities on the CITY'S side of the force main shall be the sole responsibility of the CITY.
5. The CITY, at its sole cost and expense, shall operate and maintain in a diligent manner all CITY structures, force mains, pumps, equipment and other facilities required for the collection of sewage and transmission to the points of connection with the COUNTY'S facilities, but excluding the master meter installations.
6. The COUNTY reserves the right to inspect the CITY'S collection and transmission system and take samples of the sewage composition at no cost to the CITY to ascertain that said system is being properly maintained. Said inspections shall be made at reasonable times and upon reasonable notice in such manner as to least disturb the normal operation of the CITY. The CITY hereby agrees to pursue and maintain diligent efforts on a regular and timely basis to reduce infiltration and inflow and to comply with all local, state and/or federal ordinances, laws and regulations regarding infiltration and inflow correction or reduction as now in effect or as enacted in the future.
7. In order for the COUNTY to adequately plan for future capacity demands, within ninety (90) days following the execution of this Contract and on or before each January 1 thereafter, the CITY shall submit to the COUNTY the CITY'S projected annual capacity demands for the next five years. Within one hundred twenty (120) days of the COUNTY'S receipt of the CITY'S projected annual capacity demands for the next five years, the COUNTY shall notify the CITY of the COUNTY'S ability or inability to meet said demands, which is subject to local, state and federal agencies and other regulatory bodies having jurisdiction over such matters.

The CITY agrees that the COUNTY shall not be liable or in any way responsible for any costs, claims or losses incurred by the CITY as a result of actions by such regulatory bodies.

8. The CITY shall not allow or permit construction or installation of any connections of stormwater mains, which allow stormwater to enter the CITY'S sewage system. Upon notice or discovery of such interconnections, the CITY shall immediately effectuate the lawful disconnection of such interconnections in accordance with local, state and federal laws.
9. The CITY recognizes that the COUNTY'S standards for sewage disposal service are subject to future modifications as a result of future COUNTY, state and federal laws and regulations. Accordingly, the CITY agrees that it will abide by, and be bound by, all present and future local, state and federal laws, standards, rules, regulations, permit conditions, including, without limitation, the provisions of Chapter 24 of the Code of Miami-Dade County, as amended, and other requirements related to sewage disposal service.
10. The wastewater from all retail customers of the CITY discharged into the CITY'S sewer system shall conform to the requirements of all applicable local, state and federal regulatory agencies pertaining to wastewater discharges. If the COUNTY determines that pretreatment facilities are necessary for a retail customer of the CITY to meet such requirements, prior to construction, the CITY shall cause the retail customer to submit plans and specifications for the proposed design of the facilities to the COUNTY, which shall be subject to the COUNTY'S approval. The CITY shall not issue a Certificate of Use or Certificate of Occupancy until the COUNTY has approved the pretreatment facility.
11. In accordance with the provisions of County Ordinance No. 89-95, as amended, the CITY shall not render water, sewer service or both to any new retail user until either the COUNTY'S connection charges are paid to the COUNTY by the CITY'S retail customer and proof of payment is provided to the CITY or the CITY collects the COUNTY'S connection charges from the retail user and pays the COUNTY. Said connection charges shall be due prior to the issuance of a building permit. In the event that the CITY provides water or sewer service, or both, to any new retail user without first ensuring that the COUNTY'S connection charges are paid, the CITY shall be liable for damages to the COUNTY in the amount of the connection charges owed by the retail user. The COUNTY reserves the right to audit existing records for a period not to exceed applicable statutory limits for payments of said connection charges.
12. As compensation for the transmission, treatment, including reclamation, and any method of disposal of all sewage received from the CITY, the CITY shall pay to the COUNTY a monthly charge for such service based on a uniform rate for the COUNTY'S volume customers. The rate shall be calculated for each fiscal year based on projections from the Department's prior fiscal year and shall be the sum of subsections a. – h. below. An annual wholesale wastewater true-up adjustment amount, debit or credit, will be imposed in the following fiscal year after completion of the Department's audited financial report. The true-up adjustment will be determined based on the variances in the Department's projected wholesale wastewater expenses (rates) and the actual audited wholesale wastewater expenditures (rates).
 - a. That portion of all projected/budgeted annual operating and maintenance expenses, including taxes assessed, if any, incurred by the COUNTY in connection with its regional force main and regional gravity interceptor sewage system divided by the projected total amount of flow used to bill all the COUNTY'S sewage disposal customers over the same time period.
 - b. That portion of all projected/budgeted annual operating and maintenance expenses, including taxes assessed, if any, incurred by the COUNTY in

connection with its regional sewage pumping stations, divided by the projected total amount of flow used to bill all the COUNTY'S sewage disposal customers over the same time period.

- c. That portion of all projected/budgeted annual operating and maintenance expenses, including taxes assessed, if any, incurred by the COUNTY in connection with its regional sewage treatment plants, reclamation facilities and disposal, including sewage effluent outfalls, deep disposal wells and/or any other effluent disposal process, divided by the projected total amount of flow used to bill all the COUNTY'S sewage disposal customers over the same time period.
 - d. That portion of all the projected/budgeted renewal and replacement expenses for all the COUNTY'S regional capital wastewater facilities, according to the COUNTY'S policy in effect at the time for determining a rate consistent with good municipal utility accounting practices and the budgeted renewal and replacement projects for the ensuing fiscal year divided by the projected total amount of flow used to bill all the COUNTY'S sewage disposal customers over the same time period.
 - e. That portion of the COUNTY'S projected/budgeted annual interest obligations of outstanding notes and bonds for its regional sewage system, divided by the projected total amount of flow used to bill all the COUNTY'S sewage disposal customers over the same time period.
 - f. That portion of the projected/budgeted annual charge for the amortization of the COUNTY'S outstanding loans, lines of credit, notes and bonds for its regional sewage system, to be consistent with the requirements under law, divided by the total projected amount of flow used to bill all the COUNTY'S sewage disposal customers over the same time period.
 - g. That portion of projected/budgeted annual administration and general expenses incurred by the COUNTY in connection with its regional sewage system that is not covered by the minimum charge divided by the total projected amount of flow used to bill all the COUNTY'S sewage disposal customers over the same time period.
 - h. That portion of the charge for the COUNTY'S debt service coverage requirement for loans, lines of credit and bond issues for the COUNTY'S regional sewage system divided by the total projected amount of flow used to bill all the COUNTY'S sewage disposal customers over the same time period.
13. The CITY recognizes that the COUNTY intends to implement a peak flow rate structure. If imposed, such rate shall also be equally imposed, on all wastewater customers, both retail and wholesale. Such rate shall be imposed on the CITY only after completion of an analysis and review process that is completed in partnership with the CITY. Any peak flow rate charge imposed shall be identified specifically on all sanitary sewage invoices.
14. No costs associated with storm sewer systems or local collection systems shall be included in the computation of said charge. However, the COUNTY reserves the right to revise or modify the service rate and method of calculation included in Section 12 from time to time as may be approved by the Board of County Commissioners in accordance with applicable law, and the CITY agrees to be bound thereby. The COUNTY will attempt to provide the CITY with the preliminary rate a minimum of six (6) weeks in advance of said rate's effective date. The CITY recognizes and agrees that the adopted rate may differ from the preliminary rate. The CITY recognizes and agrees that the COUNTY intends to implement in the future such

charges or rate structures, including but not limited to, peak flow surcharges, as it deems necessary to fairly recover its costs for any needed infrastructure improvements, and the CITY agrees to be bound to the rates related to peak flow surcharges when approved by the Board of County Commissioners. The CITY further recognizes and agrees that the COUNTY'S right to revise or modify the rate or methods of calculation under this section is not limited solely to revisions or modifications allowing the COUNTY to recover costs for infrastructure improvements.

15. Billings for services provided in accordance with this Contract shall be rendered monthly. Invoices will be mailed by the 10th day of the month following the month for which service has been provided, based on meter readings taken by Department employees on or about the 28th day of each month. Amounts billed on such invoices are due when rendered. Payments not received by the Department on or before twenty-five (25) days after the postmark date of the bill shall be considered past due. All past due invoices shall be subject to a late charge to be determined by the COUNTY, such charge to defray Department costs in processing and otherwise administering late payments. In addition, per annum interest shall accrue on the past due charges including the maximum legal rate provided by Florida law for contracts in which no interest rate is specified, for each day, including Saturdays, Sundays and holidays, from the past due date until the date of receipt of payment by the Department. For purposes of this Section, date of receipt of payment shall be the date of physical receipt of the payment by the Department if hand-delivered or mailed, or date of transfer to the Department's bank, if electronic funds transfer is used.
16. It is hereby agreed that a legally accurate meter shall register not greater than 102% of actual consumption and not less than 98% of actual consumption. If a meter is determined by certified test not to be legally accurate, the meter shall be recalibrated at the COUNTY'S expense. Bills for the period following the prior meter accuracy check shall be adjusted to reflect the percentage of inaccuracy. In calculating such billing adjustment, it will be assumed that the meter inaccuracy existed for the entire time interval between meter accuracy checks. The billing adjustment shall be made at the same rate established herein, but the volume used in the billing calculations shall be adjusted as described above. Either the COUNTY or the CITY may check the accuracy of the meters at a time mutually agreeable to the CITY and the COUNTY, but not more often than once every three months unless there is a disagreement between the Parties hereto regarding such accuracy. If the CITY requests such a check and the meter is found to be legally accurate, the cost of the meter check shall be borne by the CITY. Otherwise, the cost of the meter check shall be borne by the COUNTY.
17. The COUNTY hereby grants the CITY the right to audit all Department records related to the computation of the wholesale sewage disposal rates for each fiscal year. Upon written notice, the COUNTY shall make available to the CITY said records at the offices of the Department on an annual basis. In the event that such audit indicates any discrepancy between the rates used by the COUNTY in computing the monthly service charges to the CITY and those rates determined as a result of the audit, and following the COUNTY'S acceptance of the audit findings, the COUNTY shall make an adjustment, for that fiscal year, in service charges previously paid by the CITY. Said audit must be completed on or before the end of each fiscal year for which the rates apply. Adjustments shall not be made for prior fiscal years.
18. In the event of complete or partial failure of the meter to register the CITY'S sewage disposal flow, the COUNTY may determine the estimated sewage disposal flow based on the most recent twelve (12) full months of sewage disposal measured by the meter when it was operating properly or another method determined by the Department.

19. To the extent authorized by Florida law, the CITY hereby agrees to indemnify, defend, save and hold harmless the COUNTY to the extent of all limitations included in Section 768.28, Florida Statutes, from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, because of or due to the breach of the Contract by the CITY, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the COUNTY for its sole negligence or breach of contract.
20. To the extent authorized by Florida law, the COUNTY hereby agrees to indemnify, defend, save and hold harmless the CITY to the extent of all limitations included in Section 768.28, Florida Statutes, from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, because of or due to the breach of the Contract by the COUNTY, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the CITY for its sole negligence or breach of contract.
21. Notwithstanding Sections 18 and 19 above, nothing shall create any liability of the COUNTY or the CITY beyond the scope of Section 768.28, Florida Statutes, and monetary limits thereof, as currently in effect or as lawfully amended in the future.
22. Any cessation of sewage disposal or other service interruptions and any consequences caused by force majeure, inevitable accident or occurrence or cause beyond the reasonable control of the COUNTY shall not constitute a breach of this Contract on the part of the COUNTY, and the COUNTY shall not be liable to the CITY or its inhabitants or customers for any damage resulting from such cessation or interruption of sewage disposal service. Force majeure shall mean an act of God, which includes but is not limited to: sudden, unexpected or extraordinary forces of nature, such as floods, washouts, storms, hurricanes, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by the COUNTY and shall include but not be limited to: strikes; lockouts; other industrial disturbances; wars; blockades; acts of terrorism; insurrections; riots; federal, state, county and local governmental restrictions, regulations and restraints; military action; civil disturbances; explosions; and conditions in federal, state, county and local permits.
23. The CITY agrees that if any waters or waste are discharged by the CITY, either directly or by one of the CITY'S retail customers, into the COUNTY'S wastewater system which are prohibited by this Contract or which contain substances or possess characteristics contrary to the requirements of the COUNTY'S rules and regulations or is in violation of any local, state or federal law or regulation, or which otherwise creates a hazard to health or property, or constitute a public nuisance, the COUNTY may upon reasonable notice to the CITY:
- a. Terminate this Contract;
 - b. Require pretreatment to any acceptable condition as determined by the local, state or federal agency prior to discharge into the COUNTY'S wastewater system;
 - c. Require control over the quantities and rates of discharge; and/or
 - d. Require payment to cover the cost of handling and treating such waste, including any applicable fines or penalties as provided under the COUNTY'S rules and regulations or state or federal law as the same may be amended from time to time.
24. The CITY shall comply with the terms of Section 32-83 of the Miami-Dade County Code regarding peak flow in as expeditious a manner as possible. The CITY shall take all steps necessary to ensure that peak flows conveyed to the COUNTY do not exceed the peak flow limit established for the CITY'S sewer system. In addition to any remedy provided by law or provided elsewhere in this Contract, in the event that the CITY does not comply with the

terms of Section 32-83 of the Miami-Dade County Code, or does not ensure that peak flows are within the peak flow limit, the CITY shall be in default of this Contract, and the COUNTY may, upon reasonable notice, terminate this Contract.

25. The CITY agrees to cooperate with the COUNTY in the permitting process and/or any other assistance needed for the COUNTY to obtain approval to perform work on the COUNTY's water and sanitary sewage infrastructure within the CITY's jurisdiction, ("the Work"). The CITY shall not take any action to hinder, interfere or delay the Work. The CITY shall provide any necessary easements or other legal documents required by the COUNTY for performance of the Work without additional expense to the COUNTY. The CITY shall not charge any monies or impose any special conditions on the COUNTY to perform the Work.
26. This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any court proceeding shall be in Miami-Dade County, Florida.
27. All notices required pursuant to this Contract shall be properly given if mailed by United States registered or certified mail addressed to the party to which notice is given at the following respective addresses:

Miami-Dade County
Attention: Director
Miami-Dade Water and Sewer Department
3071 S.W. 38th Avenue
Miami, Florida 33146

City of Opa-Locka
Attention: City Manager
780 Fisherman Street
Opa-Locka, Florida 33054
28. This Contract shall be and remain in full force and effect for a period of twenty (20) years from the effective date of this Contract, provided, however, that this Contract may be terminated at any time by mutual consent and agreement of the Parties hereto. The CITY agrees that it will notify the COUNTY in writing no later than six (6) months prior to the expiration of this Contract if it intends to request negotiations of an additional Contract term. The failure of the City to have a valid written Contract with the County for sewage disposal service, may result in the City being billed at the retail rate.
29. No rights pursuant to this Contract shall be assignable by the CITY unless the COUNTY agrees in writing.
30. No amendment, alteration, change, or modification of the terms of this Contract shall be valid unless made in writing, signed by authorized officers of all Parties, and approved by the COUNTY.
31. This Contract contains the entire agreement between the COUNTY and the CITY with respect to the subject matter and replaces and supersedes all prior contracts or understandings, oral or written, with respect to such subject matter, and such contracts or understandings are now void and no longer in effect.
32. If any Section of this Contract is found to be null and void, the other Sections shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, all as of the day and year written above.

ATTEST:

By: 

Deputy Clerk

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: 

County Mayor

ATTEST:

By: 

City Clerk




CITY OF OPA-LOCKA

By: 

City Manager

Approved as to legal form
and sufficiency

Approved as to legal form
and sufficiency


Assistant County Attorney


City Attorney

Exhibit "A"

ABSOLUTE BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that the City of Opa-Locka, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter called GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, paid and delivered by Miami-Dade County, a political subdivision of the State of Florida, hereinafter called GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the GRANTEE, its successors and assigns, that portion of the GRANTOR's sewage facilities installed to provide an additional point of connection located at _____ Street/Avenue in Miami-Dade County.

The GRANTOR hereby assigns and transfers to the GRANTEE all of its rights, title and interest to the following:

- a. Any and all rights, licenses and permits from the Department of the Army Corps of Engineers, State of Florida Department of Environmental Protection or Miami-Dade County Regulatory and Economic Resources Department issued to the CITY in connection with the construction of the sewage facilities.
- b. Any and all other rights, interest, easements, licenses and permits issued or granted by any other governmental authority, person, firm or corporation in connection with the sewage facilities conveyed to the GRANTEE hereunder.

TO HAVE AND TO HOLD the same unto the GRANTEE, its successors and assigns forever. GRANTOR does covenant to and with the GRANTEE, its successors and assigns, that GRANTOR is the lawful owner of the above described; that said property is free from all encumbrances; that GRANTOR has good right to sell the same aforesaid; that GRANTOR will warrant and defend the sale of the said property unto the GRANTEE, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal this _____ day of _____, 2016.

ATTEST:

CITY OF OPA-LOCKA

City Clerk

City Manager

EXHIBIT "B"

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") dated September 30th, 2021 ("Effective Date") is entered into among the named Plaintiffs and Class Representatives: GEORGE SUAREZ, TANIA SUAREZ, ROSCOE PENDLETON, CHARAF RAAD, STEVEN BARRETT, NATASHA ERVIN, TAXES BY NATASHA ERVIN, a Florida Corporation, and ALFONSO ERVIN III (Plaintiff/Class Representative Adel Raad was removed as Class Representative by Court Order due to health issues), for themselves and on behalf of all similarly situated persons ("Class Plaintiffs" or "Class Representatives"); and the CITY OF OPA-LOCKA, FLORIDA ("City" or "Defendant") (and together with the Class Plaintiffs referred to individually as a "Party" or collectively as the "Parties").

RECITALS

WHEREAS, Class Plaintiffs filed a class action lawsuit against the City in the Circuit Court for the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, Case No. 2017-008285-CA-01 styled *George Suarez, et al. v. City of Opa-Locka, Florida* (the "Litigation");

WHEREAS, the Class Plaintiffs allege in their Complaint that the City did not provide accurate water billing to the residents and/or commercial water customers and suffered an economic loss as a result of the billings;

WHEREAS, the City denied the Class Plaintiffs' allegations;

WHEREAS, by Order dated June 7, 2019, the Circuit Court certified two classes in this matter, (1) the Deposit Class and (2) the Overcharge Class, as fully defined in the Certification Order, appointed Class Plaintiffs as Class Representatives with full authority to litigate on behalf of all unnamed class members, and appointed Michael A. Pizzi, Jr., David P. Reiner, and Benedict P. Kuehne, and their respective law firms as class counsel ("Class Counsel");

WHEREAS, each Party examined and considered the benefits obtained by this Agreement, the risks associated with continuing this complex, costly and time-consuming Litigation, and the value of certainty of resolution to all Parties. The Class Plaintiffs and Class Counsel concluded that the proposed settlement contained herein is fair, adequate, reasonable, and in the best interests of the members of the class; and,

WHEREAS, nothing in this Agreement constitutes an admission of liability or wrongdoing by any Party;

WHEREAS, the Parties desire to resolve and end any and all claims and potential claims in, related to, or arising from the Litigation.

NOW, THEREFORE, it is agreed between the Parties to fully and finally settle and completely dispose of all existing or potential issues, claims, causes of action, grievances, and disputes between them concerning, alleged in, arising from, or resulting from the Litigation without any admission as to liability. Accordingly, the Parties agree as follows:

SETTLEMENT TERMS

I. Recitals: The recitals are incorporated by reference in their entirety as if fully set forth and made a part of this Agreement.

II. Court and Administrative Approvals:

a. The Parties acknowledge that this Agreement is subject to both preliminary and final Court approval pursuant to Rule 1.220(e), Florida Rules of Civil Procedure. The Parties stipulate and agree that they will file a joint motion seeking approval of the Settlement Agreement with all the terms set forth herein (the "Joint Motion").

b. The Class Plaintiffs acknowledge that the City must obtain approval of this Agreement from the City Board of Commissioners and the Florida Oversight Board. The City shall take the necessary steps to obtain such approval as expeditiously as possible. The Parties agree they shall file the Joint Motion within three (3) business days of the date this Agreement is fully approved by both the City Board of Commissioners and the Florida Oversight Board.

III. Settlement Fund: The City will fund a Class Settlement Fund with a value of up to \$3 million (Three Million Dollars) as follows:

a. **Cash Fund:** Within 30 days of Court's order approving this Agreement (excluding preliminary approval) becoming final, the City will pay \$1 million (One Million Dollars) to a Cash Settlement Account ("Cash Fund") to be administered by a court-appointed claims' administrator (defined below) and distributed pursuant to an agreed upon claims process. As used in this subsection, the term "becoming final" means the expiration of any rehearing, objections, and/or appeal periods (including deadlines for submission of review to the Florida Supreme Court or U.S. Supreme Court appeals) or in the event of an appeal or other certiorari review, the issuance of the mandate from the appeals court finally resolving this matter. The Cash Fund shall be used to pay valid Claims and Court approved fees, costs, including costs to administer the claims process, and Class Representative awards. Any remaining funds shall revert to the City. The Parties acknowledge and agree that a reverter of the remaining Cash Funds is appropriate under the circumstances of the Litigation. To be clear, the City shall not be required to pay more than \$1 million (One Million Dollars) in cash to fund the settlement of the Litigation.

b. **Credit Fund:** The City agrees to provide a credit up to \$2 million (Two Million Dollars) to be applied towards the accounts

receivable balances on City water accounts for water charges during the Class Period, as defined in Section VI below (“Accounts Receivable Credit”) of Class Members, as defined in Section VI below, who submit valid and approved claims. To be clear, the City shall not be required to provide more than \$2 million (Two Million Dollars) in Accounts Receivable Credit and such credits shall not apply to water charges and accounts receivable balances incurred after the Class Period.

IV. Fees, Costs and Awards: The City is not responsible for payment of Class Counsels’ attorneys’ fees, costs, Class Representative award(s), expert fees, costs associated with notice and administration of this Agreement, or the Claims Administrator (such fees costs and expenses are referred to herein as “Fees and Costs”). Any Fees and Costs to Class Plaintiffs shall be approved by the Court and shall be paid exclusively from the Cash Fund. The City hereby acknowledges that an award of Fees and Costs from the Cash Fund is appropriate under the circumstances of the Litigation and agrees not to oppose any motion for Fees and Costs filed by the Class Plaintiffs. However, the City’s counsel is not precluded from responding to any statements or representations concerning its fees to the extent the Class Plaintiffs rely on such in support of their requests for fees. This Agreement is not conditioned upon the award of any set or minimum amount of Fees and Costs.

V. Class Notice: On September 19, 2019, the Court approved the terms of the Class Notice pursuant to Rule 1.220(d)(2), Florida Rules of Civil Procedure. Class Plaintiffs represented and provided proof that they provided Notice to class members in the form of a mailing to over 12,000 past and present water customers with accounts during the Class Period and via a website at https://reinerslaw.com/opa_locka_class_action/. The Class Notice set forth the Court approved Opt-Out deadline. Class Plaintiffs’ counsel represented that they only received 10 Opt-Outs, which have been fully disclosed in the Notice filed on September 17, 2021. The Parties stipulate and agree the Class Notice was sufficient to satisfy the notice requirements under Rule 1.220(d)(2).

VI. Class Definition and Class Period: The Parties agree that the Class Definition shall be amended to correct the fail-safe issue and to more clearly define as Class Members all persons and entities who had residential and/or commercial water utility accounts with the City that were active anytime during the Class Period defined as April 1, 2012, up to and including December 31, 2019.

VII. Third Party Claims Administrator: The Parties agree that the claims process will be administered by a mutually agreed upon Claims Administrator who shall be identified in the Joint Motion.

VIII. Class Settlement Notice: Subject to the Court's approval, the Parties agree that the following Notice Program is sufficient to satisfy the notice requirements of Rule 1.220(e), Florida Rules of Civil Procedure, and the due process rights of the Class Members, and constitutes the best notice practicable under the circumstances of the Litigation:

(a) Within five (5) business days of the Court providing preliminary approval on this Agreement, the Claims Administrator will mail the agreed upon form of Class Settlement Notice to the last known address available in the City's billing system for all Class Members.

(b) The text and format of the Class Settlement Notice shall be mutually agreed to by the Parties and included in the Joint Motion. The Class Settlement Notice shall include the deadline for submitting written objections to the Agreement which must be filed with the Court by the objection deadline.

IX. Claims Process: Within 45 (forty-five) days of the Court's Order approving this Agreement becoming final (as defined in Section III(a)), the Claims Administrator shall notify or attempt to notify Class Members ("Notification Period") that they may be entitled to a cash disbursement or Accounts

Receivable Credit. Notification shall be by mailer and by publication. Class Members shall then have 90 (ninety) days ("Claims Period") to complete and present a claim form to the Claims Administrator who shall verify their Class Member status and the validity of the Claim. The minimum requirement to be applied by the Claims Administrator is as follows:

- a. The Claim Forms must be returned via mail to the Claims Administrator and postmarked on or before the expiration of the Claims Period.
- b. The Claim Form must include a name, coordinating account number and address that matches the name, coordinating account number and address in the City's billing database for an account that was active within the Class Period.
- c. The Claim Form must require a copy of a valid form of identification for a residential Class Member and an EIN number for a commercial Class Member.
- d. The Claim Form must require the residential Class Members to provide the number of bathrooms and bedrooms in the residence and whether there was a working sprinkler system and/or pool on the premises.
- e. The Claim Form must require commercial Class Members to provide their operating hours and any seasonal hours, and the nature of the business.

At the end of the Claims Period, the Claims Administrator shall disburse funds or direct the City to apply the Accounts Receivable Credit to Class Members, as appropriate, after applying the agreed and approved claims procedure set forth in the Joint Motion. The Parties agree that the disbursement criteria will include a rational and reasonable basis for determining those Class Members

entitled to a cash disbursement or Accounts Receivable Credit and the amount thereof. The Parties agree that Class Members with an account receivable balance who submit a valid Claim shall be entitled to a credit from the Credit Fund and shall not be entitled to disbursement from the Cash Fund. Should the valid Claims exceed the balance of the Cash and Credit Funds, the valid Claims shall be paid or applied on a *pro rata* basis. Should there be a balance remaining in the Cash or Credit Funds accounts after all valid Claims are processed those funds or Accounts Receivable Credits shall revert to the City. The Parties agree that the Claims Period shall remain open for no more than three (3) months.

X. Non-Disparagement/Mutual Statement: The Parties agree not to disparage each other regarding the issues in the Litigation and/or this Agreement. The Parties agree that any statements to the media will include the statement that this Agreement is fair, adequate, and in the best interest of the Class Members and residents of the City of Opa-Locka.

XI. Release: The Class Plaintiffs, on behalf of themselves and as Class Representatives on behalf of Class Members, in consideration for the settlement benefits set forth herein, the sufficiency of which is acknowledged, hereby fully and forever irrevocably and unconditionally waive, abandon, release, discharge, and settle with prejudice any and all claims, demands, causes of action, and any right of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state, or local law, statutes or ordinance, regulation, code, contract, or any other source, or any claims that Class Plaintiffs or Class Members ever had, now have, may have, or hereafter can, shall, or may ever have against the City of Opa-Locka, its successors, agents, attorneys, consultants, employees, and assigns, in any courtroom tribunal, arbitration panel, commission, agency, or before any governmental and/or administrative body on the basis of, arising from, or relating the claims alleged in the Litigation and/or Chapter 21 of the City of Opa-Locka Municipal Code from the beginning of time through the date of this

Agreement. Nothing contained herein is intended to release the Parties from their obligations under this Agreement.

XII. Voluntary Dismissal: Within five days of Court's entry of an Order approving this Agreement, the Class Plaintiffs shall dismiss the Litigation and the pending discretionary review in the Florida Supreme Court, *George Suarez, et al. vs. City of Opa Locka, Florida*, Case Number: SC21-482, **with prejudice**.

XIII. Miscellaneous Provisions:

a. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of, the heirs, successors, and assigns of the Parties.

b. **Cooperation of the Parties:** The Parties agree to cooperate in good faith to timely submit the joint motion for approval and prosecute approval of this Agreement against any objections. The Parties agree to support and pursue approval of a Class Settlement with the terms contained herein and are bound by these terms even if the Court denies approval. If the Court denies approval, the Parties will work cooperatively to obtain approval on terms acceptable to the Court.

c. **Obligation to Meet and Confer:** Prior to filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult each other and certify to the Court that they have consulted each other prior to seeking any Court ruling.

d. **Integration:** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the Litigation and the matters addressed herein and specifically incorporates and replaces the Mediated Settlement

Term Sheet. To the extent this Agreement conflicts with the Mediated Settlement Term Sheet, this Agreement shall supersede and is deemed to be the governing document for the settlement of the Litigation. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto except as provided for herein.

e. **Modification and Amendment:** This Agreement may be amended or modified only by a written instrument signed by the Parties.

f. **No Waiver:** The waiver by any party of any breach or non-performance of any part of this Agreement by the other Party shall not be deemed or construed as a waiver of any other breach or non-performance under the Agreement, whether prior, subsequent, or contemporaneous.

g. **No Reliance; Independent Investigation:** The Parties acknowledge and agree that each relies on their own investigation and judgment in relation to all matters contained herein and has not relied on any representations made by the other Party except as expressly set forth in this Agreement.

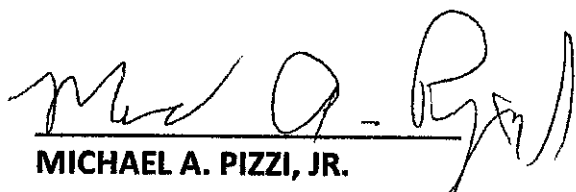
h. **No Admission by the Parties.** The Parties agree that neither this Agreement nor the payment of money or provision of accounts receivable credit or any other consideration under this Agreement shall be interpreted as an admission of liability. This Agreement does not reflect the Parties' views of their legal rights and obligations. The consideration paid under this Agreement is intended solely to avoid the expense and uncertainty of litigation. Neither this Agreement nor any of the negotiations connected with it, nor any action taken to carry out this Agreement shall be referred to or offered as evidence in any pending or future judicial action or adversary proceeding, except in a proceeding to enforce the terms of

this Agreement or to defend against claims subject to the release contained herein or as otherwise required by law.

i. **Authority:** The Parties represent and warrant that the person(s) signing this Agreement on their behalf have full power and authority to bind the Parties to all the terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all terms and provisions of the Agreement.

j. **Counterparts:** The Parties may execute this Agreement in multiple counterpart originals. Facsimile, email, or other digital signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement in counterpart.

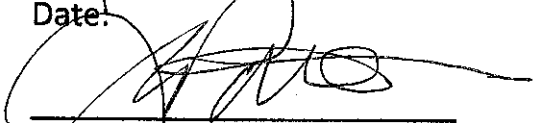


MICHAEL A. PIZZI, JR.

Court Approved Class Counsel,
Authorized Representative of Class Plaintiffs
and Class Representatives

September 30th, 2021

Date:



JOHN PATE

City Manager, City of Opa-Locka

9/30/2021

Date:

EXHIBIT "C"

LSM CPA Firm, P.A.
190 NE 199th Street, Suite 106
Miami, FL 33179
Phone: 305-330-4713
Lsmfirmcpa.com

Bio:

Mr. Lissage Monbrun holds a CPA license in the state of Florida and a Master's degree in accounting from Florida International University. He is also a member of the American Institute of Certified Public Accountants.

As a Senior auditor at PricewaterhouseCoppers, LLP, Mr. Monbrun specialized in Audit for multi-million dollar companies in various industries, primarily in financial services. Mr. Monbrun has learned a great degree of financial strategies and information during his time in public accounting and loves to share his knowledge with his current clients. Mr. Monbrun also has a vast degree of knowledge in corporate and individual tax preparation from his experience under top level Miami and Fort Lauderdale CPA Firms where he prepared financial statements, including analytical review of general ledger accounts and participated in the preparation of compiled, reviewed and audited financial statements.



LSM CPA is a small-sized Public Accounting firm in South Florida which was founded on a solution-based philosophy that places emphasis on providing the very best in customer service to our clients.

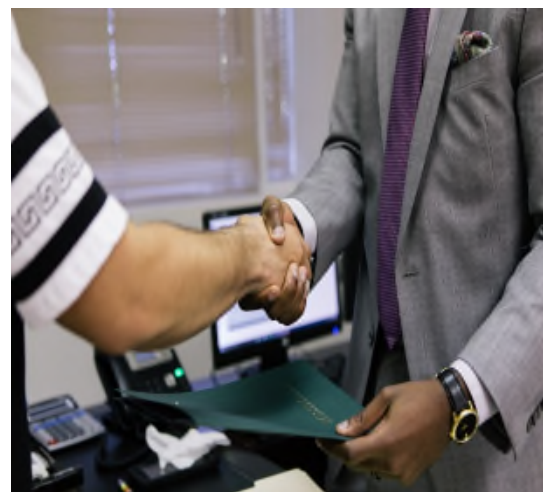
We strive to provide peace of mind, tax saving strategies and superior service which goes above and beyond the usual platform. Our staff consist of knowledgeable, friendly and well-versed individuals who are ready to serve you.



INTERGRITY – ACCOUNTABILITY – ACCURATE & TIMELY
REPORTING – RESPONSIVE

Our Services:

- Accounting
- Corporate and Personal Tax
- Payroll
- State and Federal filing
- Non-profit Filing
- Compilations
- Reviews and Audits
- Audit Representation
- Withholding Statement for Employees
- Tax Planning





LSM CPA wants to work with you!

At LSM CPA, we pride ourselves in assisting our current clients with their start-up, monthly bookkeeping, audit and compliance of all federal, State, and local tax return needs. Our current tax services include areas such as individual, corporate, non-profit and partnerships. We also assist clients in areas such as tax planning strategies and planning and preparation of compilations. Our client experience range in the industries, of Food and Catering, Automotive, Educational, Transportation, Non-Profit, Aviation, Financial Services and Customer products.

We hope to hear from you soon.

Your satisfaction is our success!

**LSM CPA Firm, P.A.
Admin@lsmfirmcpa.com
(305) 330 4713
190 NE 199th St.
Suite 106
North Miami Beach, FL 33179**

EXHIBIT "D"

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

CIRCUIT CIVIL DIVISION
CASE NO. 17-8285-CA-01 (43)
Complex Business Litigation Unit

NOTICE OF CLASS ACTION SETTLEMENT

GEORGE SUAREZ, *et al.*,

Plaintiffs,

vs.

[PROPOSED]

CITY OF OPA-LOCKA, FLORIDA,

Defendant.

_____ /

To: *All City of Opa-Locka water utility customers who had water utility accounts between April 1, 2012 through December 31, 2019 and who did not opt-out of this class action.*

A. **WHAT IS THIS LAWSUIT ABOUT?** GEORGE SUAREZ, TANIA SUAREZ; ROSCOE, PENDLETON, ADEL RAAD, STEVEN BARRETT, NATASHA ERVIN, TAXES BY NATASHA ERVIN and ALFONSO J. ERVIN, III. (“Plaintiffs”) filed a Class Action Complaint alleging that the City of Opa-Locka overbilled for water utilities between the dates *April 1, 2012 through December 31, 2019*. City of Opa Locka denies Plaintiffs’ allegations, raised defenses, and argues, among other things, that many of the water utility customers were not overbilled and some were underbilled. Notwithstanding their disagreements, the parties have proposed a settlement that, if approved by the Court, will resolve all of the Settlement Class’s claims about the alleged billing overcharges. Pursuant to Rule 1.220, Fla R. Civ. P. you may enter an appearance in the case through your own attorney, if you so desire, but you are not required to do so.

B. **WHY HAVE YOU RECEIVED THIS NOTICE?** The Court ordered us to send you this notice, because your name was identified on the City of Opa Locka water utility billing lists.

C. **WHAT IS THE PROPOSED SETTLEMENT?** Without admitting any fault or liability, the City of Opa Locka has agreed to pay or credit up to \$3,000,000, less fees and costs (the “Settlement Fund”) in exchange for a release of all claims regarding alleged overbilling of the Settlement Class (see Settlement Agreement for a more detailed description of the Released Claims and Released Parties). The Settlement Fund will be distributed to pay the class members who submit claims, to pay an incentive award to Plaintiff for serving as the class representative, to pay attorneys’ fees and expenses to Plaintiff’s attorneys, and to pay the cost of settlement administration. Each claiming class member will receive a pro rata share of the available funds; which share shall be calculated based on a calculation of the average City of Opa-Locka billings against the average billings by the County of Miami Dade after they took over the water utility billings. (You will identify your account numbers and billing address on the attached Claim Form, and the settlement administrator will cross check them against the account numbers on the City and County lists.) The amount you will receive depends upon how many class members submit claims, but it is expected that no less than \$2,000,000 will be distributed in cash and credits to class members who submit Claim Forms.

The Court has preliminarily approved this settlement, subject to a fairness hearing that will occur on _____, at _____, in Miami, Florida in Courtroom ____ before Judge William Thomas in the Miami-Dade County Courthouse, 73 W. Flagler, Miami Florida 33130.

D. **WHAT CAN YOU DO NOW? YOU HAVE FOUR OPTIONS.**

1. **Submit a Claim Form.** To receive a share of the Settlement Fund, you must complete and return a Claim Form postmarked, faxed, or uploaded to the Settlement Administrator no later than _____. The Claim Form is attached to this notice and you will find submission instructions at the bottom of the form. You do not need to have any copies of City of Opa Locka Water Utility bills to submit your claim. If your claim is approved, you will be mailed a check for your share of the settlement.
2. **Do nothing.** If you do nothing, you will be bound by any judgment entered by the Court, and you will release your claims alleging that the City of Opa Locka overbilled you for water utilities, as set forth in the Settlement Agreement, but you will receive no payment unless you submit a Claim Form.
3. **Object to the settlement in writing.** If you object to the settlement, and wish to file an objection rather than excluding yourself, you must submit your objection in writing to the Clerk of Court at 73 W. Flagler, Miami Florida 33130. Your objection must be postmarked by _____. You must also serve copies of your objection and any supporting memoranda or materials on each of the attorneys for the Settlement Class, postmarked by the same date. Any objection must include your name, telephone number, street address, all attorneys who assisted you in the preparation and filing of your objection, a list of all other class action

cases in which you or your counsel have filed objections to settlements, a statement of the reasons why you believe the Court should find that the proposed settlement is not in the best interests of the Settlement Class, and an original signature or the signature of your counsel. It is not enough to say that you object; you must state the reasons why you believe the Court should not approve the settlement. If you file an objection and wish to present it to the Court, then you must appear at the final approval hearing before Judge William Thomas on _____, at _____, in Miami, Florida in Courtroom _____ before Judge William Thomas in the Miami-Dade County Courthouse, 73 W. Flagler, Miami Florida 33130. At your own cost, you may retain an attorney to appear at this hearing. You are not required to attend this hearing unless you object to the settlement.

E. WHO REPRESENTS THE CLASS? The Court has confirmed Plaintiffs, GEORGE SUAREZ, TANIA SUAREZ; ROSCOE, PENDLETON, ADEL RAAD, STEVEN BARRETT, NATASHA ERVIN, TAXES BY NATASHA ERVIN and ALFONSO J. ERVIN, III. (“Plaintiffs”) to be the “Class Representatives” and confirmed Michael A. Pizzi of Michael A Pizzi PA, Benedict P. Kuehne of Kuehne Davis Law PA and David P. Reiner, II of Reiner & Reiner PA as “Class Counsel.” At the fairness hearing, Class Counsel will request that the Court approve an incentive award of \$3,000 from the Settlement Fund to each Plaintiff for serving as the class representative. Additionally, Class Counsel will request that the Court award them attorneys’ fees of \$450,000 (15% of the total Settlement Fund), plus their out-of-pocket litigation expenses, all to be paid from the Settlement Fund.

F. WHEN WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? The Court will hold a hearing to decide whether the proposed settlement is fair and reasonable and should be approved. The Court will hear any objections and arguments about the proposed settlement, including arguments about the attorneys’ fees and expenses sought by Class Counsel and the incentive award sought for the Class Representative. The hearing will take place on _____, at _____, in Miami, Florida in Courtroom _____ before Judge William Thomas in the Miami-Dade County Courthouse, 73 W. Flagler, Miami Florida 33130. At your own cost, you may retain an attorney to appear at this hearing. **You do not need to attend this hearing unless you object.** The hearing may be continued to a future date without further notice. If the Court does not approve the settlement, the case will proceed as if no settlement had been attempted. If the settlement is not approved, there is no assurance that the Settlement Class will recover more than is provided in the proposed settlement, or anything at all.

G. HOW DO YOU OBTAIN MORE INFORMATION ABOUT THE LAWSUIT OR THE SETTLEMENT? The description of the case in this notice is general and does not cover all of the issues and proceedings. To see the complete court file, including a copy of the settlement agreement, you may visit the office of the Clerk at the the Miami-Dade County Courthouse, 73 W. Flagler, Miami Florida 33130. The Clerk can make the files relating to the lawsuit available to you for inspection and copying at your own expense.

You may visit the settlement website - www.opalockawatersettlement.com – for more information or to file a claim.

You may contact Michael A. Pizzi, one of Plaintiff’s attorneys and Class Counsel, at 786-594-3948

Please do not contact the Clerk of the Court, the Judge, or the Judge’s staff, because they cannot answer your questions or give you advice about this settlement.

**BY ORDER OF THE COURT
HONORABLE WILLIAM THOMAS**

CLAIM FORM
(OPA-LOCKA WATER SETTLEMENT)

ACCOUNT NAME: _____

ACCOUNT NUMBER _____

SERVICE ADDRESS _____

DATES OF SERVICE: _____

CURRENT MAILING
ADDRESS: _____

EMAIL ADDRESS: _____

TELEPHONE NUMBER: _____