

CLASS-ACTION SETTLEMENT AGREEMENT

This Class-Action Settlement Agreement (the “Agreement”), dated this ____ day of January 2022, by and between, on the one hand, Plaintiff, The Jockey Club Condominium Apartments, Inc. (“Plaintiff”), individually and on behalf of all others similarly situated (the “Class,” made up of the “Class Members”) and, on the other hand, Defendant, The City of North Miami (the “City”).¹

RECITALS

WHEREAS, Plaintiff commenced this putative class-action lawsuit against the City of North Miami by filing a lawsuit alleging causes of action for declaratory relief, money had and received, and unjust enrichment (hereinafter referred to collectively as the “Claims”) in that action styled: *The Jockey Club Condominium Apartments, Inc., et al. v. The City of North Miami*, Miami County Case No.: 20-27233 CA 43 (the “Action”);

WHEREAS, the crux of the allegations in the Action is that Plaintiff contends the City has failed to follow its city ordinances in calculating water and sewer utility rates, charges, and fees; in particular Plaintiff contends that City Ordinance No. 19-96 requires the City to calculate those rates, charges, and fees in a manner set forth in the ordinance that is more beneficial to the Class, thus resulting in alleged overcharges by the City;

WHEREAS, the Parties dispute the merits. To be clear, the City denies any and all wrongdoing whatsoever. The City maintains that City Ordinance No. 19-96 does not govern the City’s calculation and setting of rates, charges, or fees, and has not governed since 2012. Specifically, the City denies all of Plaintiff’s allegations of wrong-doing asserted in the Amended Complaint, which were made individually and on behalf of the putative class, and further denies any and all liability to anyone, including, but not limited to, Plaintiff, the putative class, the Class, or any other person, based upon, arising out of, relating to, or otherwise in connection with the allegations asserted in the Amended Complaint. Therefore, the City maintains that Plaintiff, the putative class, the Class Members and any opt out individuals are not entitled to any relief set forth in the Amended Complaint in this Action. The City further contends that the allegations in the Amended Complaint are not amenable to class certification, that Plaintiff would not have survived judgment on the pleadings and/or summary judgment on these claims and even if the Court denied judgment on the pleadings and/or summary judgment, which is unlikely, the City would have prevailed at trial on all of the issues raised in the Amended Complaint. The City asserted numerous defenses including, but not limited to, the defense of failure to exhaust administrative remedies for Plaintiff and the putative class members failure to make timely, written demands for deductions as required by the City’s ordinances; and for the implied repeal of City Ordinance No. 19-96 through subsequent legislation, and waiver via the near-decade of custom and performance of the parties. Nevertheless, given the risks, uncertainties, burden, and expense of continued litigation, the City

¹ Hereinafter, Plaintiff, the Class, and the City are referred to collectively as the “Parties,” and each, separately, is referred to as a “Party.” Also, hereinafter, Weiss, Handler & Cornwell, P.A. are referred to as counsel for Plaintiff and the Class (“Class Counsel”) and the City of North Miami City Attorney’s office and Law Offices of Joshua Spector, P.A. are referred to as counsel for the City (“Defense Counsel”).

has agreed to enter into this Agreement, subject to Court approval. However, solely for the purposes of avoiding the expense and inconvenience of further litigation, the City does not oppose the certification of a Class for the purposes of this settlement only. Preliminary certification of the Class will not be deemed a concession that certification of a litigation class is appropriate, nor would the City be precluded from challenging class certification in further proceedings in this Action or in any other action if the Agreement is not finalized or finally approved for any reason. If the Agreement is not finally approved by the Court for any reason whatsoever, certification of the Class will be void, and no doctrine of waiver, estoppel, or preclusion will be asserted in any litigated certification proceedings in this Action or any other judicial proceeding. No agreements made by or entered into by the City in connection with this Agreement may be used by Plaintiff, any Class Member, or any other person to establish any of the elements of class certification in any certification proceedings, whether in this Action or any other judicial proceedings. If the settlement is not granted final approval, the Parties will go back to status quo as of the Execution Date of the Agreement;

WHEREAS, the Parties wish to avoid the cost, expense, and uncertainty of further litigation, and have made a calculated business decision to settle the Claims brought in the Action;

WHEREAS, the Parties understand, acknowledge, and agree that the execution of this Agreement constitutes the settlement and compromise of any and all disputed allegations, facts, and claims alleged or that could have been alleged in this Action. The Parties further understand, acknowledge, and agree that this Agreement, including all terms hereof, shall not be admissible as evidence against any of the Parties in any other proceeding whatsoever except to enforce the terms of this Agreement. The Parties further understand, acknowledge, and agree that this Agreement is not an admission of wrongdoing or liability on the part of any Party to this Agreement. The Parties desire and intend to effect a full, complete, and final settlement and resolution of any and all existing disputes and claims based upon, arising out of, related to, or otherwise in connection with all of the allegations in this Action as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants herein set forth, the receipt and sufficiency of which is acknowledged, the Parties hereby stipulate and agree as follows:

1. INCORPORATION OF RECITALS: All of the aforementioned recitals are incorporated into and deemed a part of this Agreement, and all of the capitalized terms referenced in the recitals above shall have the same meaning and effect as those set forth below in the Agreement.

2. SUBMISSION AND APPLICATION TO THE COURT: Because this Action is a class action, it cannot be settled without the approval of the Court, which must review the Agreement against the prerequisites of Florida Rule of Civil Procedure 1.220 (“Rule 1.220”). Accordingly, as soon as practicable after the execution of this Agreement by both parties, Plaintiff shall file with the Court a motion seeking the entry of an order granting preliminary approval of the Settlement Agreement (“Preliminary Approval”), which shall include provisions that:

- a. Preliminarily approve the Agreement as within the range of reasonableness;
- b. Certify the Class for purposes of effectuating this Agreement only;

c. Approve the form of a Notice of Proposed Settlement of Class Action and Final Approval Hearing (the “Notice”);

d. Provide that the distribution of the Notice substantially in the manner set forth in the motion seeking Preliminary Approval constitutes the best notice practicable under the circumstances, meets the requirements of applicable law and due process, is due and sufficient notice of all matters relating to this Agreement, and fully satisfies the requirements of Rule 1.220; and

e. Direct that a final approval hearing (“Final Approval Hearing”) be held to determine whether the Court should:

i. enter an Order and Final Judgment that:

1) grants final approval of the Agreement pursuant to Rule 1.220 as fair, reasonable, adequate, and in the best interests of the Class

2) awards counsel for Plaintiff and the Class (“Class Counsel”) their reasonable attorneys’ fees and costs incurred in prosecuting this Action in amounts as agreed to by and between the Parties, and awards Plaintiff a reasonable stipend for serving as the representative of the Class as agreed to by and between the Parties; and

ii. hear such other matters as the Court may deem necessary and appropriate.

3. **NOTICE:** Upon entry of the Preliminary Approval Order, the Parties agree that Defense Counsel shall be responsible for overseeing the process of providing Notice and administering the Agreement via the provision of Notice (the form of which is to be agreed upon by the Parties and is subject to Court approval), the provision of claims forms (the “Claim Form”) that will confirm the Class Members’ account to which the reimbursement will be applied, and maintenance of a specific website (the “Settlement Website”) and settlement database that will serve as the repository of all Claim Forms and/or information relating to the administration of the settlement.

a. Class Counsel will have access to all Claim Forms received and will be consulted throughout the claims process; and

b. The City shall bear all costs and expenses incurred with the provision of the Notice.

4. **ORDER AND FINAL JUDGMENT:** If the Court grants Preliminary Approval of the Agreement, Plaintiff shall request that the Court enter an Order and Final Judgment that tracks the

form of the Order Granting Preliminary Approval of Class-Action Settlement entered by the Court.² Among other things, the Parties contemplate that the Order and Final Judgment shall:

- a. approve the Agreement, adjudge the terms thereof to be fair, reasonable, adequate, and in the best interests of the Class, and direct consummation of the Agreement in accordance with its terms and conditions;
- b. determine that the requirements of Rule 1.220 and due process have been satisfied in connection with both the certification of the Class and the provision of the Notice;
- c. approve of the dismissal *with prejudice* of the Action;
- d. award Class Counsel their reasonable attorneys' fees and costs incurred in the prosecution of this Action (as agreed to by the Parties) and provides Plaintiff with a reasonable stipend (as agreed to by the Parties) for serving as representative of the Class;
- e. provide for the entry of a Bar Order; and
- f. reserve jurisdiction to supervise the consummation and administration of the Agreement.

5. **EFFECTIVE DATE:** The Agreement shall be deemed effective (the "Effective Date") on the last date by which all of the following events have occurred:

- a. entry of the Order and Final Judgment approving the settlement;
- b. the expiration of any applicable period for the appeal of the Order and Final Judgment without an appeal having been filed;
- c. if an appeal is taken, the entry of an order affirming the Order and Final Judgment and the expiration of any applicable period for the reconsideration, rehearing, or appeal of such order without any motion for reconsideration or rehearing or further appeal having been filed;
- d. if a motion for reconsideration or rehearing or further appeal is filed, the entry of a subsequent order affirming the Order and Final Judgment; and
- e. the date on which the Final Approval Order and Judgment become final.

6. **CONTINGENT PROTOCOL:** In the event the Court does not approve the Agreement – either at the Preliminary Approval or Final Approval stage – or if an appeal is taken and an appellate court deems the settlement void, impossible to certify or otherwise impossible to perform

² Class Counsel shall submit, as an exhibit to the Motion for Preliminary Approval, a *proposed* Order Granting Preliminary Approval of Class-Action Settlement, substantially similar in form to **EXHIBIT A** attached hereto.

in whole or in part, then the Agreement shall be deemed void, *nunc pro tunc*, and the Parties shall resume the litigation posture they were in as of the Execution Date of the Agreement. The Agreement will be of no force and effect and the Parties' respective rights and defenses will be restored, without prejudice, as if this Agreement had never been executed, and any orders entered by the Court in connection with this Agreement will be set aside, withdrawn, vacated, and/or stricken from the record. It is the express intent of the Parties that should this Agreement not be approved in full by the Court, any Party may terminate this Agreement and revert to the status quo ante prior to the settlement and the City shall have no obligation to pay any monies whatsoever referenced in this Agreement. The Parties, however, intend for this Agreement to resolve fully and completely the Claims that Plaintiff and the Class have brought in the Action and, therefore, the Parties jointly shall endeavor to pursue Preliminary Approval and Final Approval of the Agreement as expeditiously as possible and shall take all reasonable efforts to make certain that the Court grants both Preliminary Approval and Final Approval.

7. **CONFIRMATORY DISCOVERY**: The Parties agree to the retention of a professional auditor subject to the terms and conditions expressed in paragraph 9(c) below.

8. **THE CLASS DEFINITION**: For purposes of this Agreement, the Parties agree to amend the definition of the Class as follows:

For the period from December 17, 2016 through the date of entry of judgment herein (the "Class Period"), each account holder of the City of North Miami water and sewer utility with multi-family units on a single or master-meter.

Plaintiff shall file a motion to amend the complaint *via interlineation* consistent with the foregoing upon execution of this Agreement.

9. **THE SETTLEMENT CONSIDERATION**: The Parties agree to settle the Claims brought in the Action subject to the following terms and conditions:

a. **The City will provide credit equal to sixty-five percent (65%) of the difference between the City's calculation of water utility bills under Resolution No. R-2012-52 and how the amounts would be calculated under Ordinance 19-96(d)(3) for the period of December 2016 continuing until the City alters, amends, or repeals the ordinance at issue (the "Delta").**

b. **The City will pay all costs associated with notice and administration of the class settlement.**

c. **The City will pay up to \$15,000.00 to a professional auditor selected by Plaintiff and approved by the City to verify the calculation of the Delta and proper crediting in accordance with paragraph 9(a) above. The retention of the professional auditor shall be joint between the City and Plaintiff.**

d. **The City will pay reasonable attorneys' fees in the amount of \$175,000.00 and costs in the amount of \$3,260.94 along with an incentive payment to the Class Representative in the amount of \$2,000.00, for a total amount of \$180,260.94.**

e. **The parties will jointly petition the Court for a stay of all pending motions and other deadlines, specifically including the pending motion for class certification for a period of sixty (60) days to allow for a formal execution of settlement documents.**

10. ATTORNEY’S FEES, COSTS, AND STIPEND: The Parties hereby agree as follows:

As set forth in paragraph 9 above, the City shall pay Class Counsel \$175,000.00 in attorneys’ fees incurred in pursuing the Action, plus \$3,260.94 in costs and expenses. The City shall pay Plaintiff a stipend in the amount of \$2,000.00 for agreeing to serve as representative of the Class. All such payments shall be made within 30 days of the exhaustion of all deadlines for appeal(s) pertaining to the Action.

11. NOTICE AND OPPORTUNITY TO CURE: In the event that the City fails to comply with the terms and conditions of paragraphs 7 and 8, *supra*, the affected person or entity (whether a Class Member, Class Counsel, or Plaintiff) may send an e-mail (through Class Counsel) to provide the City with notice and an opportunity to cure. The City shall then have ten (10) business days from the date that it receives the e-mail to cure by complying with the terms and conditions of the Agreement. If the City does not cure timely, then the affected person or entity may then file a motion with the Court to enforce the Agreement.

12. RIGHT TO “OPT OUT” OF THE SETTLEMENT: Any Class Member who does not wish to participate in the Agreement must request exclusion from the Class – *i.e.*, “Opt Out.” A request to Opt Out must state: (1) the name, address, and e-mail address of the person or entity requesting to Opt Out; (2) that the Class Member wishes to Opt Out; and (3) such other information as may be required in the Notice. And the request to Opt Out must be sent via e-mail to the City at an email address to be provided within a reasonable time after preliminary approval no later than the date provided in the order granting Preliminary Approval. Any Class Member who does not submit a timely written request to opt out of the settlement shall waive the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the settlement or seeking review of the settlement by appeal or other means. Class Members who do not request to Opt Out in the manner set forth in this paragraph shall be deemed members of the Class and shall be bound by this Agreement and the Order and Final Judgment, if entered by the Court.

13. TERMINATION OF SETTLEMENT AGREEMENT: The City, in its sole judgment, shall have the right to terminate the Agreement, and thereby render it void, *nunc pro tunc*, in the event that more than fifteen percent (15%) of the individual members of the Class timely request to Opt Out of the Agreement after the Effective Date of the Agreement, or if Final Approval of this class action settlement is not granted by the Court.

14. GENERAL RELEASE: In consideration of the undertakings described above, but expressly accepting the obligations created by, and the rights expressly reserved within, this Agreement, the Class releases and forever discharges City, and any and all of its officials, representatives, employees, employers, officers, directors, attorneys, predecessors, successors, assigns, insurers, agencies, subsidiaries, partners, affiliates, present and former agents, and

subcontractors, from any and all claims, debts, liabilities, demands, obligations, costs, attorneys' fees, actions and causes of action of every nature and character and description which the Class has held or now holds, whether known or unknown, accrued or unaccrued, as a result of this Action; the Class understands and expressly agrees that this Agreement shall be forever binding on, and shall have res judicata and preclusive effect in and on all claims of every nature and kind, known or unknown, suspected or unsuspected, past, present, or future, arising from or attributable to any past actions or omissions of the City and any and all of its present and former officials, agents, representatives, employees, employers, officers, directors, attorneys, predecessors, successors, assigns, subsidiaries, parents and affiliates, as a result of this Action, whether set forth in any pleading or charge referred to herein or not, and that any and all rights granted to the Class under any state law or federal law or regulation limiting the nature of this release are hereby expressly waived. This release shall become effective on the date on which the Court enters an Order and Final Judgment approving the Agreement in accordance with the terms hereof.

15. NO ADMISSION OF WRONGDOING: This Agreement, whether or not consummated, and any proceedings taken pursuant to it and regardless of whether the Effective Date occurs or the Agreement is terminated, and the settlement, and any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement:

a. shall not be used, offered or received against the City as evidence of, or construed as or deemed to be evidence of, any presumption, concession, admission by the City with respect to the truth of any fact alleged by Plaintiff or the validity of any claim that had been or could have been asserted against the City in the Action or in any litigation, or of any liability, negligence, fault or wrongdoing of the City;

b. shall not be used, offered or received against the City as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the City, or against the Plaintiff or any other member of the Class as evidence of any infirmity on the claims of the Plaintiff or the other member of the Class;

c. shall not be used, offered or received against the City or against the Plaintiff or any other member of the Class as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against any of the Parties to this Agreement, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is approved by the Court, the City may refer to it to effectuate the liability protection granted them hereunder.

16. BAR ORDER: Plaintiff shall request that the Order and Final Judgment in this Action include a bar order provision that bars, enjoins and restrains, in any and all jurisdictions, including any federal or state court, and any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere, to the maximum extent permitted by law, the commencement, prosecution, or assertion of all claims, cross-claims, counterclaims, and third-party claims or actions that are based on or related to, in whole or in part, directly or indirectly, the settled Claims whether arising under state, federal or foreign law, claims for contribution,

indemnification, or equitable indemnification against any released party, or any successor or assign, related, directly or indirectly, to the facts of this Action. But this Agreement shall remain binding even if the Court does not agree to the entry of a bar order.

17. **REPRESENTATIONS OF COUNSEL**: Class Counsel represent and warrant that, separate and apart from communicating with potential members of the putative Class, they are not currently working on and have no present intention to work on, or solicit any client to sue on any claim against the City in any way relating to water or sewer fees, rates, or charges or to City Ordinance No. 19-96, whether in another proceeding or on behalf of any and all potential objecting persons. Class Counsel further acknowledge that they will not pursue any claims against the City arising from a review of any confidential document produced in this Action. Class Counsel shall keep confidential (attorney eyes only) any and all documents provided by the City at mediation or otherwise and shall return to the City and/or destroy all documents, electronic or otherwise, produced by the City to Plaintiff within five (5) business days following the Effective Date with a written acknowledgement under oath to the City acknowledging the return or destruction of all of each of the City documents (including all responses to discovery produced in litigation, electronic or otherwise). Counsel for the City similarly agrees that they will return to Class Counsel and/or destroy all documents produced in this Action in any way relating to the Class Representative.

18. **MISCELLANEOUS PROVISIONS**: The Parties to this Agreement intend it to be a final and complete resolution of all disputes asserted or which could be asserted by the Plaintiff, or any other member of the Class against the City with respect to the Action. The Parties agree that the amount paid and the other terms of the Agreement were negotiated at arm's length in good faith by the Parties, and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

19. **DISCLOSURE OF TERMS**: Class Counsel shall attach this Agreement to its Motion for Preliminary Approval of the Settlement so as to comply with the prerequisites of Rule 1.220, and the Parties may disclose the terms of this Agreement to third parties as ordered or required by a court of competent jurisdiction.

20. **ADMISSIBILITY**: This document is to be deemed a settlement agreement and, therefore, is not admissible in a court of law or equity other than to enforce its terms and conditions.

21. **INTERPRETATION**: Each of the Parties to this Agreement has been represented by legal counsel or has had the opportunity to consult with legal counsel throughout the negotiations and drafting of this Agreement and has had the opportunity to adequately confer with counsel with respect thereto. As a result, this Agreement shall not be more strictly construed against any one Party or in favor of any other Party.

22. **AMENDMENT/WAIVER/MODIFICATION**: No amendment, waiver, or modification of any of the terms and conditions set forth in this Agreement shall be effective unless in writing, signed by the duly authorized agents of the City and Plaintiff, and approved by the Court.

23. **INTEGRATION**: This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof. The Parties acknowledge that they have not relied upon

any representations, oral or written, made by any other party, counsel, or other person or entity, as an inducement to enter into this Agreement. Further, the Parties acknowledge that no representations have been made, either express, oral, or implied, other than those expressly set forth in this Agreement.

24. **SEVERABILITY**: If any provision of this Agreement is deemed invalid or unenforceable pursuant to judicial decree by a court of competent jurisdiction, the remaining provisions hereof shall not be affected, but shall remain in full force and effect, and any invalid or unenforceable provision shall be deemed, without further action on the part of the Parties hereto, amended and limited to the extent necessary to render such provision, as so amended and limited, valid and enforceable.

25. **CHOICE OF LAW, VENUE, JURISDICTION**: This Agreement shall be construed and enforced pursuant to the laws of the State of Florida, both substantive and procedural. The Parties agree that the exclusive venue for any other action arising under or in any way related to this Agreement shall be the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, and all Parties hereby expressly waive any objection or defense that such venue is an inconvenient or otherwise improper forum for any dispute arising under or in any way related to this Agreement. The Parties hereby waive any and all objections to personal jurisdiction as they may relate to the enforcement of the terms of this Agreement in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida. The Court shall retain jurisdiction to implement and enforce the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for the purposes of implementing and enforcing this Agreement.

26. **SCOPE OF BINDING EFFECT**: This Agreement shall be binding upon and inure to the benefit of the respective successors, executors, administrators, heirs, and assigns of the Parties.

27. **ATTORNEY'S FEES IN EVENT OF DEFAULT**: In any legal action or other proceeding brought for the enforcement of this Agreement (including a motion brought pursuant to paragraph 9, *supra*), or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorney's fees, court costs, and all expenses, including nontaxable court costs (including without limitation, all such fees, costs, and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceedings or any appeal, including not only all fees and costs expended in the course of establishing prevailing-party status, but also all fees and costs expended in conjunction with all efforts taken to establish entitlement to fees and costs and all efforts to establish the amount of such fees and costs, in addition to any other relief to which such Party may be entitled.

28. **AUTHORITY**: The Parties to this Agreement hereby represent and warrant to each other that they have full power and authority to execute this Agreement and any other agreement or instrument contemplated hereby, all of which have been duly authorized by all necessary corporate action, if applicable, and this Agreement has been duly executed and is legal, valid, and binding on and enforceable against them in accordance with its terms.

29. **COUNTERPARTS / ORIGINALS:** This Agreement may be executed in counterparts and via facsimile or PDF. Each counterpart shall be deemed an original.

30. **NOTICES:** Any process, notice, demand, or any motion necessary to enforce this Agreement, as required or permitted by any provision of this Agreement shall be deemed sufficient if it is delivered via e-mail as follows:

If to Plaintiff or the Class: **William J. Cornwell, Esq.**
wjc@whcfla.com
Miranda N. Springfield, Esq.
mns@whcfla.com
WEISS, HANDLER & CORNWELL, P.A.
2255 GLADES ROAD, SUITE 205-E
BOCA RATON, FL 33431

If to the City: **Jeff P. H. Cazeau, Esq., City Attorney**
CityAttorney@NorthMiamiFL.gov;

Jennifer Warren, Deputy City Attorney
JWarren@northmiamifl.gov; and

Joshua Spector, Esq.
JOSHUA@SPECTORLEGAL.COM

31. **WAIVER OF JURY TRIAL:** The Parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any right either may have to a trial by jury with respect to any action, defense, counterclaim, or other proceeding arising under or in any way related to this Agreement. This provision is a material inducement for the Parties entering into this Agreement.

32. **PUBLIC STATEMENTS:** The Parties and their counsel shall not make statements to the media or the public, including by means of social media, regarding the resolution of this Action other than statements that express approval of the resolution and background information provided in documents of record. Any such public statements by counsel of record must be approved by all Parties. The Parties and their counsel agree not to disparage each other in statements to the press. If contacted by media, press, or other third party, each Party shall respond by stating only "No comment" or "the Parties have agreed to resolve the matter amicably."

33. **MUTUAL COOPERATION AND REASONABLE BEST EFFORTS:** The Parties (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise reasonable efforts to accomplish the foregoing terms and conditions of this Agreement. The Parties agree to cooperate with one another in seeking Court approval of the Preliminary Approval Order, the Agreement, and the Final Approval Order and Judgment, and to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.


THE PARTIES HERETO FURTHER DECLARE AND REPRESENT THAT THEY HAVE CAREFULLY REVIEWED THIS AGREEMENT, INCLUDING THE RELEASES, IN ITS ENTIRETY, AND KNOW THE CONTENTS THEREOF, THAT THE PARTIES HERETO HAVE HAD THE BENEFIT OF THE ADVICE OF INDEPENDENT COUNSEL OF THEIR OWN CHOOSING, AND THAT THEY HAVE EXECUTED THIS AGREEMENT AS THEIR OWN FREE WILL AND ACT.

IN WITNESS WHEREOF, the Parties to the foregoing Agreement have caused this document to be executed and delivered at Miami-Dade County, Florida on the date above set forth.

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SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

On Behalf of Plaintiff:

By:  _____
*The Jockey Club Condominium Apartments, Inc., individually and
on behalf of all others similarly situated*

Date: 2-1-22

On Behalf of The City:

By: 
Print Name: Theresa Therilus
Title: City Manager
Date: 2/13/2022