

**RESOLUTION NO. 24-1994**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A BINDING SETTLEMENT OFFER IN THE MATTER MICHAEL A. PIZZI, JR., v. THE TOWN OF MIAMI LAKES, CASE NO. 2015 0019303 CA01, IN THE AGGREGATE AMOUNT OF ONE MILLION SIX HUNDRED TWENTY FIVE THOUSAND DOLLARS AND 00/100 (\$1,625,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING THE TOWN ATTORNEY WITH AUTHORITY TO OFFER A BINDING SETTLEMENT OFFER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in August 2013, Michael A. Pizzi, Jr. (“Pizzi”), while serving as Mayor of the Town of Miami Lakes (the “Town”) and Town Attorney for the Town of Medley (“Medley”) was arrested by the FBI and charged with six counts related to public corruption; and

**WHEREAS**, the public corruption charges included actions taken by Pizzi as Town Attorney for Medley and as Mayor of the Town; and

**WHEREAS**, on August 14, 2014, after a four-week jury trial, Pizzi was acquitted of all charges; and

**WHEREAS**, thereafter Pizzi filed a suit in the Eleventh Judicial Circuit Court, in and for Miami-Dade County, Florida, Case No. 2015-019303 CA 01, seeking reimbursement from the Town for attorneys’ fees and costs he incurred during his criminal trial for public corruption, which Pizzi alleges were approximately \$2.5 million dollars; and

**WHEREAS**, Medley was not included in the complaint; and

**WHEREAS**, in order for Pizzi to obtain a reimbursement for any alleged attorneys’ fees resulting from his criminal defense, Pizzi must show that the alleged actions he was accused of were taken while serving a public purpose; and

**WHEREAS**, on two separate occasions, December 15, 2016 and October 17, 2017, the Town successfully argued motions to dismiss, which were granted and allowed Pizzi to amend his Complaint; and

**WHEREAS**, throughout the litigation, the matter has been heard by various judges that have either been circulated in and out of the division overseeing the suit, or have recused themselves due to personal concerns of conflict; and

**WHEREAS**, on November 2, 2017, Pizzi filed his second amended complaint; and

**WHEREAS**, on November 14, 2017, the Town filed its third motion to dismiss, which was heard and granted by Judge Mavel Ruiz on April 24, 2018, with prejudice and foreclosed Pizzi's opportunity to re-amend his complaint. This foreclosure resulted in Pizzi's appeal to Florida's Third District Court of Appeals ("3<sup>rd</sup> DCA"); and

**WHEREAS**, given the novelty of the issues raised in Pizzi's complaint and the Town's previous successful motions to dismiss, Pizzi's appeal requested the 3<sup>rd</sup> DCA to provide guidance on issues regarding evidence and admissibility, specifically those related to facts raised during Pizzi's criminal trial for public corruption; and

**WHEREAS**, on April 18, 2019, the 3<sup>rd</sup> DCA ruled and remitted a mandate to the circuit court, which reversed and remanded the April 24, 2018 Order of Dismissal and allowed Pizzi to pursue his amended complaint, and provided an opinion that included a roadmap providing the circuit court with instructions on prior evidence that could be asserted by the Town and considered by the circuit court, which included portions of Pizzi's criminal trial for public corruption; and

**WHEREAS**, contemporaneously, Judge Mavel Ruiz was replaced by Judge Carlos Lopez as the circuit court judge presiding over this matter; and

**WHEREAS**, on May 26, 2022, the Court granted the parties joint motion to bifurcate the case, in order to address whether Pizzi was acting in furtherance of a public purpose at the time of the alleged public corruption charges and therefore providing Pizzi with entitlement for reimbursement of attorneys' fees allegedly incurred in the defense of his criminal trial, and the reasonableness of the reimbursement for Pizzi's alleged attorneys fees incurred in the defense of his criminal trial; and

**WHEREAS**, subsequently, Pizzi and the Town filed, and the Court considered competing Motions for Summary Judgment; and

**WHEREAS**, on April 21, 2023, the court denied the Town's Motion for Summary Judgment and granted Pizzi's Motion for Summary Judgment regarding entitlement for alleged attorneys fees incurred by Pizzi in the defense of his criminal trial; and

**WHEREAS**, on May 22, 2023, the Town filed a Motion for rehearing which was summarily denied by Judge Carlos Lopez on May 23, 2023; and

**WHEREAS**, subsequently, the Town filed a Motion to Enforce Mandate with the 3<sup>rd</sup> DCA, which was denied; and

**WHEREAS**, on December 22, 2023, the Court entered an order denying the Town's request for a jury trial; and

**WHEREAS**, the issue on the reasonableness of Pizzi's alleged attorneys fees is currently set for trial to begin on August 2024; and

**WHEREAS**, throughout the litigation, the parties have conferred and attempted mediation; and

**WHEREAS**, throughout the litigation there have been numerous executive sessions with the manager and Town Council to discuss litigation strategy and possible settlement sum; and

**WHEREAS**, during the March 5, 2024, mediation after much deliberation the parties agreed in principle on a possible settlement sum; and

**WHEREAS**, the result of the mediation and subsequent settlement negotiations, it is possible that Pizzi may agree to an offer of One Million Six-Hundred Twenty Five Thousand Dollars and 00/100 (\$1,625,000.00) payable in three payments, of Six Hundred Twenty Five Thousand Dollars and 00/100 (\$625,000.00) to be paid within thirty (30) days of this resolution, Five Hundred Thousand Dollars and 00/100 (\$500,000.00) to be paid on January 31, 2025, and another Five Hundred Thousand Dollars and 00/100 (\$500,000.00) to be paid on January 31, 2026 in order to settle this matter; and

**WHEREAS**, the alternative of settling this matter now and taking this matter to trial could expose the Town to a judgment at the conclusion of the August 2024 trial of approximately Four Million Dollars and 00/100 (\$4,000,000.00); and

**WHEREAS**, the Town would have the right to appeal the April 21, 2023 Summary Judgment Order on entitlement and the possible August 2024 judgement regarding reasonableness of attorneys' fees to the 3<sup>rd</sup> DCA. However, a favorable result is not guaranteed; and

**WHEREAS**, in order to prepare for the August 2024 trial and a subsequent appeal could result in additional attorneys' fees and costs well in excess of Five Hundred Thousand Dollars and 00/100 (\$500,000.00); and

**WHEREAS**, a favorable appellate result might be a repeal and remand of the April 21, 2024 Summary Judgement and August 2024 rulings, which would result in the case being retried from the beginning, or a repeal and remand of the Court's denial of a jury trial, or something in-between; and

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**WHEREAS**, given the risks of liability and future attorneys' fees, the amount of time and finances already expensed on this matter, and the uncertainty of what a possible appeal may resolve, the Town Manager and Town Attorney have both advised the Town Council to settle this matter for an amount of One Million Six-Hundred Twenty Five Thousand Dollars and 00/100 (\$1,625,000.00) payable in three payments, of Six Hundred Twenty Five Thousand Dollars and 00/100 (\$625,000.00) to be paid within thirty (30) days after a resolution of this matter, Five Hundred Thousand Dollars and 00/100 (\$500,000.00) to be paid on January 31, 2025, and Five Hundred Thousand Dollars and 00/100 (\$500,000.00) to be paid on January 31, 2026; and

**WHEREAS**, on May 14, 2024, during the Town Council regular meeting, the Town Council deliberated and considered the Town Manager and Town Attorney's recommendation, and by affirmative vote approved the Town Attorney to provide the recommended offer to Pizzi as a settlement of Pizzi's claim for alleged attorneys' fees in the matter *Michael Pizzi, Jr., v. Town of Miami Lakes*, 2015-019303 CA 01.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing Recitals are true and correct and incorporated herein by this reference.

**Section 2. Town Council Approves a Binding Settlement Offer with Michael Pizzi, in the matter Michael A. Pizzi, Jr., v. Town of Miami Lakes, 2015-019303 CA 01.** The Town Council approves the making of a binding settlement offer with Michael Pizzi, in the amount of One Million Six-Hundred Twenty Five Thousand Dollars and 00/100 (\$1,625,000.00) payable in three payments, of Six Hundred Twenty Five Thousand Dollars and 00/100 (\$625,000.00) to be paid within thirty (30) days after resolution of this matter, Five Hundred Thousand Dollars and 00/100 (\$500,000.00) to be paid on January 31, 2025, and Five Hundred Thousand Dollars and 00/100 (\$500,000.00) to be paid on January 2026, in order to settle any and all disputes related to Michael Pizzi's claim for reimbursement for alleged attorneys fees expensed in his criminal trial for public corruption and to obtain a full release from Michael Pizzi of any and all liability associated with any possible attorneys' fees, and to obtain an Order of Dismissal with prejudice in the matter *Michael A. Pizzi, Jr., v. Town of Miami Lakes, 2015-019303 CA 01*.

**Section 3. Providing the Town Attorney with Authority to Provide Michael Pizzi with a Settlement.** The Town Attorney is authorized to make an offer of One Million Six-Hundred Twenty Five Thousand Dollars and 00/100 (\$1,625,000.00) payable in three payments, of Six Hundred Twenty Five Thousand Dollars and 00/100 (\$625,000.00) to be paid within thirty (30) the resolution of this matter, Five Hundred Thousand Dollars and 00/100 (\$500,000.00) to be paid on January 31, 2025, and Five Hundred Thousand Dollars and 00/100 (\$500,000.00) to be paid on January 31, 2026 to Michael Pizzi as full payment and satisfaction of his claim for reimbursement of alleged attorneys fees incurred in his criminal trial for public corruption, to take all action in furtherance of this settlement including, the drafting and execution of all settlement agreements, releases, and any other document or pleading necessary to effectuate a settlement and provide the Town of Miami Lakes with a full release of any and all liability associated with Michael Pizzi's claim, and to obtain an order of dismissal with prejudice in the matter *Michael A. Pizzi, Jr., v. Town of Miami Lakes*, 2015-019303 CA 01.

**Section 4. Providing the Town Manager with Authority to Expend Budgeted Funds.** The Town Manager has authority to expend budgeted funds in order to accomplish this resolution and settle Michael Pizzi's claim for reimbursement of alleged attorneys fees related to his defense in his criminal trial for public corruption.

**Section 5. Effective Date.** This Resolution shall be effective immediately upon adoption.

Passed and adopted this 14<sup>th</sup> of May 2024.

The foregoing resolution was offered by Councilmember Dieguez who moved its adoption. The motion was seconded by Councilmember Morera and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	No
Vice Mayor Tony Fernandez	No
Councilmember Luis E. Collazo	Yes
Councilmember Josh Dieguez	Yes
Councilmember Ray Garcia	No
Councilmember Bryan Morera	Yes
Councilmember Marilyn Ruano	Yes



Manny Cid  
MAYOR

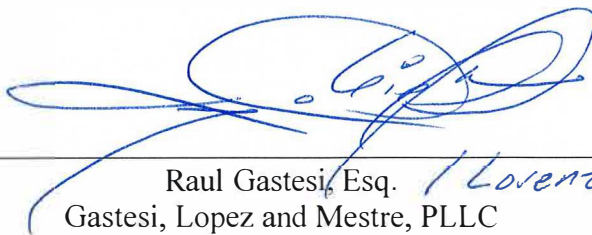
Attest:



Gina M. Inguzano / Victoria Martinez  
TOWN CLERK / Deputy Town Clerk

*Refused signature m. cid  
T. Fernandez*

Approved as to form and legal sufficiency:



Raul Gastesi, Esq.  
Gastesi, Lopez and Mestre, PLLC  
TOWN ATTORNEY

