

RESOLUTION NO. 25-2136

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE APPROVAL OF A CONTINGENT FEE RETAINER AGREEMENT WITH HEVIA HECHTMAN BALDWIN, LLLP D/B/A HEVIA HECHTMAN BALDWIN TRIAL LAWYERS FOR THE PURPOSE OF REPRESENTING THE TOWN IN PURSUING REIMBURSEMENT OF LEGAL FEES PAID IN CONNECTION WITH THE MATTER OF *MICHAEL PIZZI V. TOWN OF MIAMI LAKES* FROM THE TOWN'S FORMER INSURANCE CARRIER, PREFERRED GOVERNMENT INSURANCE TRUST (PGIT) AND/OR ITS AGENTS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2015, the Town of Miami Lakes (hereinafter the "Town") Council adopted Resolution No. 15-1349, authorizing a contingent fee retainer agreement with Trujillo Vargas Ortiz Gonzalez LLLP to represent the Town in connection with the Town's contractual rights against its former insurance carrier, Preferred Government Insurance Trust ("PGIT"), relating to reimbursement of legal fees in *Michael Pizzi v. Town of Miami Lakes*, Case No. 2015-19303-CA-01; and

WHEREAS, under the 2015 agreement, Trujillo Vargas Ortiz Gonzalez LLLP recovered One Hundred Twenty-Two Thousand Nine Hundred Twenty-Eight Dollars and 00/100 (\$122,928.00) of the capped Two Hundred Thousand Dollar and 00/100 (\$200,000.00) contingent payment on behalf of the Town; and

WHEREAS, with the settlement of the *Pizzi* case, the Town has submitted its final invoice for reimbursement; however, the attorney originally handling the case, Matthew Baldwin (hereinafter "Mr. Baldwin"), is no longer with the firm of Trujillo Vargas Ortiz Gonzalez LLLP and is now a partner at Hevia Hechtman Baldwin, LLLP d/b/a Hevia Hechtman Baldwin Trial Lawyers; and

WHEREAS, Mr. Baldwin, who is most familiar with the history and details of the Town's claim, has agreed to continue representing the Town in pursuing recovery of the remaining Seventy-

Seven Thousand Seventy-Two Dollars and 00/100 (\$77,072.00) in legal fee reimbursements from PGIT and/or its agents; and

WHEREAS, Hevia Hechtman Baldwin, LLLP has provided a proposed Contingent Fee Retainer Agreement, in substantially the same terms and conditions as the prior agreement approved by Resolution No. 15-1349, including the identical fee limitation that both agreements provide for 40% of any recovery; and

WHEREAS, in order for Mr. Baldwin to continue representing the Town, the Town must approve and execute a Contingent Fee Retainer Agreement with Hevia Hechtman Baldwin, LLLP, a copy of which is attached hereto as Exhibit "A."

WHEREAS, approval of the agreement will ensure continuity of representation and allow the Town to pursue the outstanding reimbursement balance in an efficient and cost-effective manner; and

WHEREAS, the Town Council finds that entering into this Contingent Fee Retainer Agreement is in the best interest of the Town and its residents.

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. Authorization of Contingent Fee Retainer Agreement. The Town Council hereby approves and authorizes the Town Manager to execute the Contingent Fee Retainer Agreement with Hevia Hechtman Baldwin, LLLP d/b/a Hevia Hechtman Baldwin Trial Lawyers, a copy of which is attached hereto as Exhibit "A," for legal representation in pursuing reimbursement of legal fees paid in the matter of *Michael Pizzi v. Town of Miami Lakes* from the Town's former insurance carrier, PGIT, and/or its agents.

Section 3. Authorization of Town Officials. The Town Manager and Town Attorney are hereby authorized to take all actions necessary to implement the intent of this Resolution and to execute any documents or instruments necessary to carry out the terms of the agreement.

Section 4. Authorization of Town Officials. The Town Manager is authorized to execute the Contingent Fee Retainer Agreement on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Contingent Fee Retainer Agreement and to execute any extensions and/or amendments to the Contingent Fee Retainer Agreement, subject to the approval as to form and legality by the Town Attorney.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this 21st day of October 2025.

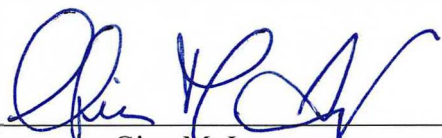
The foregoing resolution was offered by Vice Mayor Morera who moved its adoption. The motion was seconded by Mayor Dieguez and upon being put to a vote, the vote was as follows:

Mayor Joshua Dieguez	Yes
Vice Mayor Bryan Morera	Yes
Councilmember Juan Carlos Fernandez	Yes
Councilmember Angelo Cuadra Garcia	Absent
Councilmember Ray Garcia	Yes
Councilmember Steven Herzberg	Yes
Councilmember Alex Sanchez	Yes



Joshua Dieguez
MAYOR

Attest:



Gina M. Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:



Lorenzo Cobiella
Gastesi, Lopez, Mestre, and Cobiella. PLLC
DEPUTY TOWN ATTORNEY

EXHIBIT A



HEVIA HECHTMAN BALDWIN

TRIAL LAWYERS

CONTINGENT FEE RETAINER AGREEMENT AUTHORITY TO REPRESENT

I, the undersigned Client, do hereby retain and employ **Hevia Hechtman Baldwin, LLLP** d/b/a **Hevia Hechtman Baldwin Trial Lawyers** as my law firm to represent me in connection with and *pursuant to the same terms for this law firm as adopted in Resolution No. 15-1349* (given that the lawyer responsible for this matter has changed law firms and the court case has been administratively closed and settled following litigation), attached hereto as Exhibit "1," as follows:

For such professional services, I agree to pay you:

(a) 40% of any recovery (up to \$1 million)

It is agreed and understood that this employment is upon a contingent fee basis, and if no recovery is made, I will not be indebted to my attorney(s) for any sum whatsoever as attorney's fees or costs.

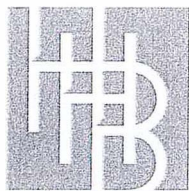
The undersigned client(s) has/have before signing this contract received and read the statement of client's rights and understands each of the rights set forth therein, the undersigned client has signed the statement and has received a signed copy to refer to while being represented by the undersigned attorney(s). This contract may be cancelled by written notification to the attorney at any time within three (3) business days of the date the contract was signed, as shown below, and if cancelled the client shall not be obligated to pay any fees to the attorney(s) for the work performed during that time. If the attorney(s) have advanced funds to others in representation of the client, the attorney(s) are entitled to be reimbursed for such amounts as they reasonably advanced on behalf of the client.

Dated this 3rd day of November, 2025.

Client Signature
Edward Pidermann
Town Manager

Print Name

By:
Matthew Baldwin, Esq.
Hevia Hechtman Baldwin
Trial Lawyers LLLP



HEVIA HECHTMAN BALDWIN

TRIAL LAWYERS

STATEMENT OF CLIENT'S RIGHTS

BEFORE YOU, the prospective client, arrange a contingency fee agreement with a lawyer, you should understand this statement of your rights as a client. This statement is not a part of the actual contract between you and your lawyer, but as a prospective client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer you may talk with other lawyers.
2. Any contingency fee contract must be in writing and you have three (3) business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within the first three (3) business days. You do not owe the lawyer a fee although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the three (3) day period, you may have to pay a fee for the work the lawyer has done.
3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training and experience. If you ask, the lawyer should tell you specifically about his or her actual experience dealing with cases similar to yours. If you ask, the lawyer should provide special information in writing if you request it.
4. Before signing a contingency fee contract with you, a lawyer must advise you whether he or she intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers he or she should tell you what kind of fee sharing agreement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each firm must sign the contingency fee contract.
5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract which includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible for the acts of the other lawyers involved in the case.

6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at that end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how that money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether a fee will be based on the gross amount recovered or on the amount recovered minus the costs.
7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences could include money which you may have to pay to your lawyer for costs, and liability you may have for attorney's fees and costs to the other side.
8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement you need not pay any money to anyone, including your lawyer. You also have the right to have every lawyer or law firm working on your case sign this closing statement.
9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyers ability.
10. You, the client, have the right to make the final decision regarding settlement of case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.
11. If at any time, you, the client, believe that your lawyer has charged an excessive or illegal fee, you, the client, have the right to report the matter to the Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach the Florida Bar, call 800- 342-8060, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to Court and you may wish to hire another lawyer to help you to resolve this disagreement. Usually, fee disputes must be handled in a separate lawsuit unless your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under chapter 682, Florida Statutes, or under the fee arbitration rule of the rules regulating The Florida Bar) be included in your fee contract.
12. You, the client, acknowledge that the lawyers have made no guarantees regarding the outcome of your case.

DATED on this 3 day of Nov., 2025.

Edward Pidermann

Print: **Town Manager**

Signature: 