

RESOLUTION NO. 25-2152

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING A BINDING SETTLEMENT AGREEMENT IN THE MATTER OF TOWN OF MIAMI LAKES v. BECKER & POLIAKOFF, P.A. , CASE NO. 2023-016148-CA-01, IN THE AGGREGATE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS AND 00/100 (\$100,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING THE LLOPIZ WIZEL LAW FIRM WITH AUTHORITY TO PROCEED WITH THE BINDING SETTLEMENT AGREEMENT ATTACHED AS EXHIBIT A; 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, 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; and

WHEREAS, during the June 2024 Town Council meeting, the Town settled Michael Pizzi's claim for alleged attorneys' fees expended by him in his criminal trial; and

WHEREAS, instrumental in Pizzi's arrest and charge by the Federal Government, was Richard Candia, who at the time was serving as a lobbyist for the Fuentes Candia ("FCG") firm and transitioning into employment with the Becker Law Firm ("B&P"); and

WHEREAS, the Town believed Candia's action was a breach of FCG and the B&P duty to the Town; and

WHEREAS, after the Town entered into a settlement agreement with Pizzi, the Town desired to pursue its claim against the B&P; and

WHEREAS, the Llopiz Wizel Law Firm agreed to file and prosecute the Town's claim against B&P on a contingency basis, so that the Town would only be responsible for costs arising and incurred in the lawsuit; and

WHEREAS, based on various rulings and the likely outcome of the matter as a result of various facts and circumstances that were more fully developed during the litigation the Town attorney recommends that the matter be dismissed, and the settlement approved for the following reasons:

On August 4, 2025, the general magistrate issued a report and recommendation on Becker's Motion to Strike Complaint, recommended that the Motion be granted and made the following findings:

1. The evidentiary facts are generally not disputed.
2. One of the biggest pieces of evidence is the June 19 letter, which really supports B&P. The letter, titled Proposal for Continued Representation and signed by Fuentes and Candia, references "we," but the context is clear that "we" is Fuentes and Candia. At no time does the letter reference B&P as part of the "we," and at all times keeps B&P a 3rd person, even though they acknowledge joining B&P earlier that year. Further, the letter states that FCG is winding down. This cuts against Town's argument that the "acquisition" of FCG by B&P was complete somehow every liability of FCG is imposed onto B&P. Clearly, and as stated in the letter, Fuentes and Candia were still running FCG and were still operating as FCG under the 2011 agreement. The letter specifically proposes for the Town's consideration (meaning "going forward") that B&P be assigned the contract. The letter further spells out that Fuentes and Candia understood that it required "written approval of the Town prior to the assignment's occurrence." The whole top part of the second page of letter disclaims any change in the 2011 FCG agreement or responsibility by B&P until an assignment is effective by Town approval. Lastly, Candia and Fuentes write that they would be the B&P contacts, and that they "enjoyed representing" Town and "hope that the [Town] will consent to the proposed assignment so that 'we' may continue 'our' efforts on your behalf." This clearly is a distinct message that Fuentes and Candia were no longer providing services to the Town unless the assignment of the contract was made to B&P.
3. Upon B&P hiring Candia and Fuentes, FCG was allowed a period to wind down its operations and would be allowed to retain any revenue it generated during that period. B&P was folding in lobbyists into their company and was not merging FCG itself into B&P. A press release, specifically one B&P did not send to Town directly, does not create a legal relationship. See generally, *Dev. Corp. of Palm Beach v. WBC Const., L.L.C.*, 925 So. 2d 1156 (Fla. 4th DCA 2006); *Team Health Holdings, Inc. v. Caceres*,

357 So. 3d 746 (Fla. 3d DCA 2023), *reh'g denied* (Apr. 5, 2023).

4. When it approved Resolution 13-113, Town recognized that even though B&P acquired FCG, the Town needed to agree to the assignment. The passed resolution authorized but required the Town Manager to execute the documents to formalize the assignment, which means the assignment was not self executing.
5. After arrests were made, the Town rescinded Resolution 13-1113 as part of Resolution 13-1120. The Town explicitly stated that the “Town has not yet entered into an assignment agreement with [B&P].” *Id.* Then, in terminating the FCG agreement as part of Resolution 13-1121, Town again recognized that a) FCG could no longer provide contractual services to Town unless it was done through B&P, b) Town rescinded the assignment of the FCG agreement, and c) the FCG contract was terminated.
6. The Magistrate recommended that regardless of how he looked at the evidence, whether it be the agreement language, course of conduct, implied approval, or party statements after the fact, all of it points to the evidence that B&P cannot be considered a party to FCG agreement in any respect.
7. The Magistrate recommended to the Court that B&P did not owe contractual duties to Town, contrary to the Complaint and B&P cannot be held liable for breach of contract. Essentially there was no enforceable assignment of the lobbying agreement to B&P because the FCG agreement contained a provision that does not allow any assignment of the contract by FCG unless approved by the Town.
8. The Town executed Resolution 13-1113, in which it recognized that even though B&P acquired FCG, the Town needed to agree to the assignment, and even though it passed a resolution authorizing the assignment, it required the Town Manager to execute the documents to formalize the assignment, which meant the assignment was not self-executing, and (after Candia’s arrest), the Town rescinded the assignment of the FCG agreement and terminated the FCG agreement as part of Resolution 13-1121. There is insufficient evidence, in the Magistrate’s view, that B&P performed lobbying services under the prior agreement.

WHEREAS, the Llopiz Wizel law firm, as special counsel representing the Town in this matter, strongly disagree with the Magistrate's above conclusions, particularly given that a complaint can only be stricken as such when it is undoubtedly false as not to be subject to a genuine issue of fact and the plaintiff knowing this filed it as a mere pretense set up in bad faith and without color of fact. That is clearly not the case here.

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 Attorney has advised the Town Council to settle this matter for an amount of One Hundred Thousand (\$100,000.00) which will have been deposited in the Becker firm's Trust Account by the time this Council votes on the settlement. **There will be no cost to the Town.**

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 Becker & Poliakoff, P.A. The Town Council approves the making of a binding settlement, in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00), which have funds already been provided (and not by the Town) to the Becker & Poliakoff, P.A. law firm in order to settle any and all disputes related to the Town's claims against Becker & Poliakoff, P.A.

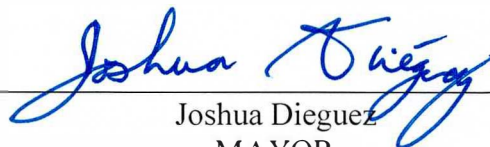
Section 3. Providing the law firm of Llopiz Wizel with Authority to Proceed with Settlement. The Llopiz Wizel law firm is authorized to take all action in furtherance of the settlement and to obtain an order of dismissal with prejudice in the matter Town of Miami Lakes vs. Becker & Poliakoff, P.A. 2024-016148 CA-01.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

Passed and adopted this 18th of November 2025.

The foregoing resolution was offered by Mayor Dieguez who moved its adoption. The motion was seconded by Vice Mayor Morera 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	yes
Councilmember Ray Garcia	yes
Councilmember Steven Herzberg	yes
Councilmember Alex Sanchez	yes



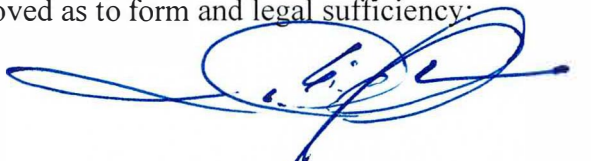
Joshua Dieguez
MAYOR

Attest:



Gina M. Inganzo
TOWN CLERK

Approved as to form and legal sufficiency:



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