

EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into this 18th day of September, 2017, by and between Robert Murrhee and Daryl Blakely, as Class Members and Class Representatives, and the City of Coral Gables, Florida. All capitalized terms shall have the meanings set forth in ¶ 2 of this Agreement.

RECITALS

WHEREAS, Plaintiffs Robert Murrhee and Daryl Blakely filed a putative class action against the City, styled as *Robert Murrhee, et al. v. City of Coral Gables*, Case No. 13-20731 CA (13), in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida;

WHEREAS, in the Subject Lawsuit Plaintiffs sought a cost-of-living increase to their retirement benefits effective January 1, 2013, pursuant to Section 50-230(c), Coral Gables Code, and clarification about exactly what conditions must be met to trigger a COLA in subsequent years;

WHEREAS, Plaintiffs contend that Section 50-230(c) requires that a COLA be paid when, among other things, “the market value rate of return (as determined by the actuary) on the assets of the retirement system determined from October 1 of the previous year to September 30 of the current year is greater than or equal to ten percent;”

WHEREAS, Plaintiffs contend that Section 50-230(c) required the City to pay a COLA of 5.95% effective January 1, 2013, and 0.50% effective January 1, 2014;

WHEREAS, Plaintiffs do not contend that COLAs were required effective January 1, 2015, 2016, or 2017;

WHEREAS, Plaintiffs contend that the Retirement Board determined that a permanent COLA of 5.95% was to be paid effective January 1, 2013, and that the City Commission unlawfully overturned that decision;

WHEREAS, Plaintiffs contend that the Retirement Board determined that if a permanent COLA was to be paid effective January 1, 2014, the amount of the COLA would be 0.5%;

WHEREAS, the City disputes Plaintiffs' claims in the Subject Lawsuit and has denied, and continues to deny, any liability to Plaintiffs or any other Class Members;

WHEREAS, the City disputes, in particular, that Section 50-230(c) provides the only conditions that must be met to trigger a COLA, and that the City Commission unlawfully decided not to pay the COLAs sought by Plaintiffs;

WHEREAS, the City contends that Section 112.61, Florida Statutes, and other sections of the Coral Gables Code impose additional conditions that must be met to trigger a COLA, and that those statutory and municipal code provisions prohibit payment of the COLAs sought by Plaintiffs;

WHEREAS, Section 112.61 provides, among other things, that “[a]ctuarial experience may be used to fund additional benefits, provided that the present value of such benefits does not exceed the net actuarial experience accumulated from all sources of gains and losses;”

WHEREAS, the City contends that Section 112.61 prohibits payment of a COLA from Actuarial Experience when net Actuarial Experience is negative;

WHEREAS, the City contends that Sections 50-198 and -201, Coral Gables Code, require payment of a COLA from the Trust Fund only, and that payments from the Trust Fund necessarily come from Actuarial Experience;

WHEREAS, the City contends that the Retirement System has a significant unfunded liability due to poor Actuarial Experience, and that the Retirement System's net Actuarial Experience is negative;

WHEREAS, pursuant to Section 112.62, Florida Statutes, Section 112.61 is a "minimum standard[] for the operation and funding" of the Retirement System, and "supplement[s], and to the extent there are conflicts, prevail[s] over the provisions of . . . local ordinances relating to" the Retirement System;

WHEREAS, the City contends that it correctly decided not to pay the COLAs based on these statutory and municipal code provisions and guidance from the Florida Department of Management Services, Division of Retirement, among other things;

WHEREAS, in February 2015, while the Subject Lawsuit was pending, the City amended Section 50-230(c)(4) and expressly incorporated the above-referenced condition for the payment of a COLA from Section 112.61 into the Coral Gables Code;

WHEREAS, the Plaintiffs dispute that this additional condition applies and contend that, even if it did, it deals only with the funding of COLAs and would not prohibit payment of a COLA, either before or after the amendment, when the present value of such increase exceeds the net Actuarial Experience of the Retirement System;

WHEREAS, Plaintiffs contend that neither the Coral Gables Code nor State law prohibits payment of the COLAs sought by Plaintiffs;

WHEREAS, Plaintiffs contend that COLAs have been paid eleven times since the present COLA provisions were enacted, and have never been paid out of Actuarial Experience;

WHEREAS, Plaintiffs contend that the Trust Fund is not the Actuarial Experience of the Retirement System; instead it is a measure of the difference between the Retirement System's actual experience and that expected based on a set of actuarial assumptions;

WHEREAS, the Court in the Subject Lawsuit certified the putative class by agreement of the Parties;

WHEREAS, without agreeing with or admitting the validity of each other's positions, the Parties wish to settle the Subject Lawsuit to avoid the uncertainties and risks of trial, further expenses and inconveniences, and the distraction of continued burdensome and protracted litigation, and to obtain the releases, orders, and judgments contemplated by this Agreement; and as to Future COLAs, the Parties wish to establish an Alternative Dispute Resolution Mechanism to avoid future litigation, while the Alternative Dispute Resolution Mechanism remains in effect, and to settle and put to rest totally and finally the matters raised by the Subject Lawsuit;

WHEREAS, if this Settlement were not reached, the City may have continued overturning Retirement Board decisions that grant a COLA until the Retirement System's net Actuarial Experience is positive, and the Plaintiffs may have continued filing claims against the City when the conditions in Section 50-230(c) are met and a COLA is not paid, regardless of the Retirement System's net Actuarial Experience; and

WHEREAS, if this Settlement is not approved or is terminated, or if the Alternative Dispute Resolution Mechanism is terminated, the Parties intend to continue to maintain the same positions expressed in the Subject Lawsuit.

NOW THEREFORE, Plaintiffs and Class Counsel agree that this Agreement is fair, reasonable, and adequate with respect to the interests of the Class, and should be approved by the Court pursuant to Florida Rule of Civil Procedure 1.220, as further provided below.

AGREEMENTS AND RELEASES

In consideration of the premises, mutual promises, covenants, and warranties contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which the Parties now acknowledge, the Parties agree as follows:

1. RECITALS

The foregoing recitals are true and correct and made part of this Agreement.

2. DEFINITIONS

The following terms shall have the meanings set forth below:

2.1 “Actuarial Accrued Liability” shall mean the difference between the Actuarial Present Value of Future Benefits and the Actuarial Present Value of future Normal Costs.

2.2 “Actuarial Cost Method” shall mean a procedure for allocating the Actuarial Present Value of Future Benefits between the Actuarial Present Value of future Normal Costs and the Actuarial Accrued Liability.

2.3 “Actuarial Experience” shall mean a measure of the difference between actual experience and that expected based upon a set of actuarial assumptions during the period between two actuarial valuation dates.

2.4 “Actuarial Present Value” shall mean the amount of funds required to provide a payment or series of payments in the future. It is determined by discounting the future payments with an assumed interest rate and with the assumed probability each payment will be made.

2.5 “Actuarial Present Value of Future Benefits” shall mean the Actuarial Present Value of amounts which are expected to be paid at various future times to active members, retired members, beneficiaries receiving benefits, and inactive, nonretired members entitled to either a refund or a future retirement benefit. Expressed another way, it is the value that would have to be invested on the valuation date so that the amount invested plus investment earnings would provide sufficient assets to pay all projected benefits and expenses when due.

2.6 “Actuarial Value of Assets” shall mean the value of the assets as of a given date, used by the actuary for valuation purposes. This may be the market or fair value of plan assets or a smoothed value in order to reduce the year-to-year volatility of calculated results.

2.7 “Agreement” and “Settlement Agreement” shall mean this Class Action Settlement Agreement.

2.8 “Alternative Dispute Resolution Mechanism” means the agreed procedure for the determination of Future COLAs set forth in ¶ 8.3 (and incorporated by reference

into the City Code pursuant to ¶ 12.1) to avoid future disputes about the conditions that must be met to trigger Future COLAs.

2.9 “Attorneys’ Fees and Costs” shall mean that amount which the City shall pay Class Counsel in full satisfaction of any obligation of the City or the Class Representatives for attorneys’ fees and costs incurred by all counsel representing the Class in connection with the Subject Lawsuit through and including the Effective Date, as further described in ¶ 8.5 of this Agreement.

2.10 “City,” “Coral Gables,” and “Defendant” shall mean the City of Coral Gables, Florida.

2.11 “Class” shall mean the class of claimants defined by the Parties for this Settlement in ¶ 3.1 of this Agreement.

2.12 “Class Certification Order” shall mean the Court’s order on February 26, 2016 certifying a class in the Subject Lawsuit.

2.13 “Class Counsel” shall mean Ronald J. Cohen of Rice Pugatch Robinson Storfer & Cohen, PLLC and Kathy Phillips of Phillips, Richard & Rind, P.A.

2.14 “Class List” shall mean the list of all Class Members, attached to this Agreement as Exhibit A, including any amendments agreed to by the Parties.

2.15 “Class Member” shall mean an individual or estate that is a member of the Class; and “Class Members” shall mean all of the individuals and estate that are members of the Class.

2.16 “Class Representatives” and “Plaintiffs” shall mean Robert Murrhee and Daryl Blakely.

2.17 “Commission” shall mean the City Commission for the City of Coral Gables, Florida.

2.18 “COLA” and “COLAs” shall mean a permanent cost-of-living increase to retirement benefits, pursuant to Section 50-230(c), Coral Gables Code.

2.19 “Counsel for the City” shall mean Raoul G. Cantero and Christopher Swift-Perez of White & Case LLP and the City Attorney, Craig Leen.

2.20 “Court” shall mean the Circuit Court for the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

2.21 “Designated Beneficiary” and “Designated Beneficiaries” shall mean any individual or estate that will receive benefits from the Coral Gables Retirement System, pursuant to Section 50-235, Coral Gables Code, upon the death of a plan participant that has been in receipt of benefits from the Coral Gables Retirement System, pursuant to Chapter 50, Article II, Coral Gables Code, for a full year preceding January 1, 2014.

2.22 “Effective Date” shall mean the first day that the Court is open for business after the latest of the following dates has passed: (a) if no appeal or motion to intervene is filed by an objector, ten (10) days after the last day on which to file a notice of appeal of the Court’s Final Judgment; (b) if the Final Judgment is appealed, or a motion to intervene is filed challenging the Agreement, five (5) days after the date on which the Florida appellate court of last resort affirms the Court’s Final Judgment without any modification or change; or (c) the date on which the United States Supreme Court denies a petition for certiorari seeking review of the Final Judgment or affirms the Court’s Final Judgment without any modification or change.

2.23 “Final Approval Hearing” shall mean the hearing at which the Parties will request the Court’s final approval of the Settlement pursuant to Florida Rule of Civil Procedure 1.220.

2.24 “Final Judgment” shall mean a signed Court order, in a form substantially similar to Exhibit D, which, among other relief, dismisses with prejudice the Plaintiffs’ and Class Members’ claims against the City.

2.25 “Future COLAs” shall mean COLAs that will be determined pursuant to the Alternative Dispute Resolution Mechanism for the fiscal year ending September 30, 2017 and each year thereafter.

2.26 “Lump-Sum Payment Date” shall mean thirty (30) days after the Effective Date of this Agreement.

2.27 “Meet-and-Confer” shall mean a meeting to negotiate in good faith and to attempt to agree on a replacement for any provision found to violate state or federal law, as further described in ¶ 7.3 of this Agreement.

2.28 “Normal Cost” shall mean the annual cost assigned, under the Actuarial Cost Method, to the current plan year.

2.29 “Notice” shall mean the notice of proposed Settlement provided for in ¶ 4 of this Agreement.

2.30 “Notice of Class Action Opt-Outs” shall mean the list of Class Members that submit an Opt-Out Request, as further described in ¶ 5.3 of this Agreement.

2.31 “Opt-Out Request” shall mean the written request for exclusion that must be sent by a Class Member to the Settlement Administrator and Class Counsel or their designee, as provided for in ¶ 5.1 of this Agreement.

2.32 “Parties” shall mean the Defendant and Plaintiffs; and “Party” shall refer to any of the Parties.

2.33 “Preliminary Approval Order” shall mean a signed Court order, in a form substantially similar to Exhibit B, approving this Agreement without modification or with a modification agreed to by the Parties.

2.34 “Preliminary Approval Hearing” shall mean the hearing at which this Agreement will be presented to the Court for preliminary approval and the Preliminary Approval Order will be submitted for entry by the Court.

2.35 “Released Claims” shall mean the claims identified in ¶ 10.

2.36 “Released Parties” shall mean the entities and persons identified in ¶ 10.

2.37 “Retirement Board” shall mean the City of Coral Gables Retirement Board, as provided for in Section 50-83, Coral Gables Code.

2.38 “Retirement System” shall mean the Coral Gables Retirement System, as provided for in Section 50-19, Coral Gables Code.

2.39 “Settlement” shall mean the settlement memorialized by this Agreement.

2.40 “Settlement Administrator” shall mean the individual or entity identified in ¶ 9.1, or any successor that is appropriately designated.

2.41 “Subject Lawsuit” shall mean the putative class action styled as *Robert Murrhee, et al. v. City of Coral Gables*, Case No. 13-20731 CA (13), currently pending in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

2.42 “Trust Fund” shall mean the Retirement Trust for Employees of the City of Coral Gables.

2.43 “Unfunded Actuarial Accrued Liability” shall mean the difference between Actuarial Accrued Liability and Actuarial Value of Assets.

2.44 “2013 Relief” shall mean, as set forth in ¶ 8.1, (1) a lump-sum payment equal to the product of (x) the recipient’s monthly retirement benefit as of January 1, 2013; by (y) 2.975% and; by (z) the number of months that the Class Member received monthly retirement benefits from January 1, 2013 until the Lump-Sum Payment Date or the date on which the Class Member’s monthly retirement benefits terminated (whichever is sooner); and (2) a permanent COLA of 2.975% to his or her monthly retirement benefit beginning on the Lump-Sum Payment Date and ending when the Class Member’s monthly retirement benefits terminate.

2.45 “2014 Relief” shall mean, as set forth in ¶ 8.1, (1) a lump-sum payment equal to the product of (x) the recipient’s monthly retirement benefit as of January 1, 2014; by (y) 0.25%; and by (z) the number of months that the Class Member received monthly retirement benefits from January 1, 2014 until the Lump-Sum Payment Date or the date on which the Class Member’s monthly retirement benefits terminated (whichever is sooner); and (2) a permanent COLA of 0.25% to his or her monthly retirement benefit beginning on the Lump-Sum Payment Date and ending when the Class Member’s monthly retirement benefits terminate.

3. CLASS CERTIFICATION

3.1 In the Class Certification Order, dated February 26, 2016, the Court defined the class as: “All those persons who are in receipt of benefits from the Coral Gables Retirement System for a period of at least one year prior to January 1, 2013, or their

beneficiaries.” For purposes of this Settlement, the Parties have agreed that the prior class definition will be amended and that the Class will be defined as follows:

All persons who have been in receipt of benefits from the Coral Gables Retirement System, pursuant to Chapter 50, Article II, Coral Gables Code, for a full year preceding January 1, 2014, or their Designated Beneficiaries.

The Class shall exclude those individuals or estates that opt out of this Settlement, pursuant to the procedures outlined in ¶ 5, and as identified in the Notice of Class Action Opt-Outs filed by Class Counsel or their designee, pursuant to ¶ 5.3.

3.2 Class Counsel consists of Ronald J. Cohen of Rice Pugatch Robinson Storfer & Cohen, PLLC and Kathy Phillips of Phillips, Richard & Rind, P.A.

3.3 Class Representatives and Class Counsel agree to recommend approval of this Agreement, without modification, to the Court and to recommend participation in the Settlement to all Class Members. The Parties agree to undertake their best efforts, including any efforts which may become necessary by court order or otherwise, to effectuate the terms and purposes of this Agreement, to secure the Court’s approval of this Agreement, and to oppose any appeals from, or challenges to, an order approving the Agreement.

4. NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

4.1 The Parties agree to petition the Court for approval of this Settlement and Agreement. To that end, the Parties agree to file a joint motion for preliminary approval and to submit a proposed Preliminary Approval Order in a form substantially similar to Exhibit B.

4.2 Pursuant to the Preliminary Approval Order, the Parties shall provide Notice of the proposed Settlement and of the Opt-Out Request provided for in ¶ 5 to the

Class Members pursuant to Florida Rule of Civil Procedure 1.220, and as required by the Court. The Parties will recommend to the Court that Notice be provided to all Class Members, listed in Exhibit A, by U.S. First Class Mail in a form substantially similar to Exhibit C. The Parties will use their best efforts to ensure that the Class List is a complete and accurate list of all eligible Class Members; provided, however, that in the event it is determined that a legitimate Class Member did not receive the Notice because such Class Member was not identified on the Class List, such Class Member promptly will be sent such Notice and the Class List will be amended to include such Class Member.

4.3 The Parties will use reasonable efforts to ensure that the Notice (discussed in ¶ 4.2) is sent to all Class Members no later than fifteen (15) days from entry of the Preliminary Approval Order.

4.4 The Notice will direct Class Members to a website or websites that will publish the Agreement and other important documents relating to the Settlement. The Parties also will ask the Retirement Board to post the Notice on its website.

4.5 Class Counsel may meet with Class Members to discuss the Settlement.

4.6 Other than the Notice provided for in ¶ 4, the Parties will make no other effort to publish or disseminate any notice of this Settlement or its terms without approval of the Parties or the Court.

5. OPT-OUT AND OBJECTION PROCEDURES

5.1 Class Members who want to be excluded from the Class and not be bound by this Settlement must send a written request for exclusion (Opt-Out Request) to the Settlement Administrator and Class Counsel or their designee, within eighty (80) days after the Preliminary Approval Order.

5.2 If more than three percent (3%) of Class Members opt out of this Settlement, the City will have the option in its sole discretion to terminate the Settlement Agreement and the Settlement. In determining the number of Class Members who opt out of this Settlement, those persons who previously opted out of the class after entry of the Class Certification Order, but who are being offered this Settlement, will not be counted unless they opt out again.

5.3 Within one hundred (100) days after the Preliminary Approval Order, Class Counsel or their designee shall file a Notice of Class Action Opt-Outs, listing the names of all individuals or estates that submitted an Opt-Out Request.

5.4 Class Members who do not submit an Opt-Out Request may object to any aspect of the Settlement. To be considered by the Court, an objection must: (a) contain the full name and current address of the person or entity objecting; (b) contain the title of the Subject Lawsuit; (c) state the reason(s) for the objection; (d) be accompanied by any evidence, briefs, motions or other materials the objector intends to offer in support of the objection; (e) contain a statement of whether the Class Member or his or her counsel intends to appear and argue at the Final Approval Hearing and the amount of time requested to make an oral argument; (f) be signed by the objector; and (g) be filed with the Court and served upon Class Counsel and Counsel for the City no later than eighty (80) days after the Preliminary Approval Order. Any Class Member who does not follow these procedures will waive his right to object to the Settlement and will be forever foreclosed from making an objection.

5.5 Any dispute regarding an individual's or estate's membership in the Class by Class Members, Class Counsel, or an individual or estate that is not identified on the

Class List but requests membership in the Class, must be made in writing and must be received by Counsel for the City within thirty (30) days of the notice provided for in ¶ 4.2. Failure to dispute such matters in writing shall constitute a waiver of an individual's or estate's right to dispute membership. To the extent the Parties cannot agree on an individual's or estate's membership in the Class, such dispute shall be resolved by the Court.

6. FINAL COURT APPROVAL

No later than one hundred and forty (140) days after the Preliminary Approval Order is entered by the Court, and provided that no Party has elected to terminate this Settlement Agreement in accordance with ¶ 7, the Parties shall jointly move for the Court's final approval of this Agreement and agree to use their respective best efforts to obtain such approval. At the Final Approval Hearing, the Parties shall petition the Court to enter a Final Judgment in a form substantially similar to Exhibit D which shall, among other things, dismiss with prejudice the Plaintiffs' and Class Members' claims against the City. If any person appeals from the Court's Final Judgment, the Parties will use their respective best efforts to defeat the appeal. If there is an appeal, Class Counsel is not precluded from seeking fees from the party or parties opposing the Final Judgment, notwithstanding the provisions of ¶ 8.5.

7. TERMINATION OF SETTLEMENT AGREEMENT

7.1 In the event that the Court or any appellate or other court enters an order in the Subject Lawsuit altering this Agreement in any way that any of the Parties believes, in its sole discretion, materially and adversely affects its interests, the affected Party may,

within ten (10) days from the entry of such order, terminate this Settlement and Agreement on such grounds.

7.2 In addition, the City, in its sole discretion, shall have the right to terminate this Settlement and Agreement if more than three percent (3%) of Class Members opt out of this Settlement, as provided for in ¶ 5.2, by providing Class Counsel written notice of its election to terminate within thirty (30) days of the filing date of the Notice of Class Action Opt-Outs.

7.3 The Parties intend for this Agreement to comply with state and federal law, including the Internal Revenue Code and Internal Revenue Service regulations, and it should be interpreted in such a manner. If a court of competent jurisdiction or a state or federal agency finds that any provision of this Agreement violates any state or federal law, either Party, by providing written notice within forty-five (45) days of such a finding, shall have the right to terminate that provision without invalidating the remainder of the Agreement. The Parties will then engage in a Meet-and-Confer to negotiate and attempt to agree on a replacement provision that complies with state and federal law. Provided, however, that ¶ 7.3 will not apply or govern the rights or obligations of the Parties if any of the events set forth in ¶¶ 7.1, 7.2, 7.7, or 7.8 occur and trigger a termination right. In particular, ¶ 7.3 would not apply (and ¶¶ 7.7 and 7.9 would) if a state or federal agency finds that ¶ 8.3 violates state or federal law.

7.4 If ¶¶ 8.1, 8.2, or 10 is terminated pursuant to ¶ 7.3, and the Parties are unable to agree on a replacement provision after the Meet-and-Confer, any Party may terminate this Settlement and Agreement by providing the other Parties with written notice within thirty (30) days of the Meet-and-Confer.

7.5 The Parties agree that, if the Agreement is not approved, or if the Agreement is terminated pursuant to ¶¶ 7.1, 7.2, or 7.4 before payment of any 2013 Relief or 2014 Relief, this Settlement and Agreement shall be null and void, and of no further force and effect, which means as follows:

7.5.1 This Settlement and all negotiations, proceedings, documents prepared and statements made in connection with this Settlement shall be without prejudice to any Party and shall not be admissible into evidence, and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter or proposition of law, and shall not be used in any manner for any purpose, and all Parties to this Action shall stand in the same position as if this Agreement had not been negotiated, made or filed with the Court. To that end, each Party shall not forfeit or waive any factual or legal defense or contention in the Subject Lawsuit in the event that the Settlement and Agreement are terminated.

7.5.2 The Parties agree to jointly move the Court to vacate all orders issued pursuant to the Agreement, including the Final Judgment. To the extent the Subject Lawsuit has been dismissed, it shall be reinstated.

7.5.3 The Parties agree that the fact that the City agreed to this Settlement and Agreement should not be used by any Party to justify or support the notion that the Subject Lawsuit should be certified for class action treatment or decertified.

7.5.4 The intent of ¶ 7.5 is to return the Parties to their respective positions and statuses immediately prior to the negotiation of this Settlement and execution of this Agreement.

7.6 The Parties agree that termination of the Settlement and Agreement pursuant to ¶¶ 7.1 or 7.4 after payment of any 2013 Relief or 2014 Relief, shall have the following effects:

7.6.1 Any 2013 Relief or 2014 Relief that has been paid will not be subject to repayment or disgorgement. The permanent portion of the 2013 Relief and 2014 Relief under ¶¶ 8.1.1(2) and 8.1.2(2) will continue to be paid, unless prohibited by state or federal law.

7.6.2 All releases and covenants provided for in ¶ 10 shall survive termination of the Settlement and Agreement and shall be neither affected nor prejudiced in any way, except that claims related to entitlement to COLAs not yet finally determined pursuant to the Alternative Dispute Resolution Mechanism and claims related to 2013 Relief or 2014 Relief that will not be paid are not released, compromised, or subject to ¶ 10.

7.6.3 The Parties retain all rights and arguments regarding claims related to entitlement to COLAs not yet finally determined pursuant to the Alternative Dispute Resolution Mechanism and claims related to 2013 Relief or 2014 Relief that will not be paid.

7.6.4 Class Members shall have the option to litigate such claims by (1) seeking reinstatement of and adjudication of such claims in the

Subject Lawsuit, if the termination date occurs within four (4) years of the Lump-Sum Payment Date; or (2) commencing a new lawsuit in a court of competent jurisdiction, if the termination date occurs after four (4) years of the Lump-Sum Payment Date. In a new lawsuit commenced under ¶ 7.6.4(2), the City waives any defense under the statute of limitations or laches as to such claims, if they are brought within four years of the termination date.

7.6.5 ¶ 11 shall survive termination and shall be neither affected nor prejudiced in any way.

7.7 The City has not agreed to provide advance funding for Future COLAs and does not intend to agree to any plan assumption or City contribution relating to Future COLAs. The Plaintiffs do not take a position on these issues for purposes of this Settlement Agreement. Notwithstanding the provisions of ¶ 7.3, the City shall have the right to terminate the Alternative Dispute Resolution Mechanism set forth in ¶ 8.3 (and incorporated by reference into the City Code pursuant to ¶ 12.1), without a Meet-and-Confer, if:

7.7.1 A court of competent jurisdiction or a state or federal agency determines that a plan assumption relating to Future COLAs is required; or

7.7.2 A state or federal agency determines that the Alternative Dispute Resolution Mechanism or Future COLAs do not comply with any state or federal law.

7.8 If a federal agency determines, as to a different retirement plan, that a benefit similar to the Future COLAs does not comply with federal law, either Party may ask the Retirement Board to hire an attorney, who is an expert in government pension law (and is not counsel for either Party), to render an independent opinion as to whether the Future COLAs comply with the law at issue. If the Retirement Board rejects the request, each Party may hire such an attorney to render two separate opinions or one consensus opinion. The attorneys must meet and confer to try to agree on a consensus opinion. If any opinion rendered concludes that the Future COLAs do not comply with the law at issue, the City shall have the right to terminate the Alternative Dispute Resolution Mechanism set forth in ¶ 8.3 (and incorporated by reference into the City Code pursuant to ¶ 12.1) by providing Plaintiffs with written notice within forty-five (45) days of the rendering of any such opinion.

7.9 The Parties agree that termination of the Alternative Dispute Resolution Mechanism pursuant to ¶¶ 7.7 or 7.8 shall have the following effects:

7.9.1 ¶¶ 8.3 and 12.1 shall be of no further force and effect and shall not be subject to enforcement by the Parties.

7.9.2 The 2013 Relief and 2014 Relief provided for in ¶¶ 8.1 and 8.2 will continue to be paid and will not be subject to repayment or disgorgement. The intent of the Parties is that the termination of the Alternative Dispute Resolution Mechanism will not impair the Class Member's entitlement to receive the 2013 Relief and 2014 Relief.

- 7.9.3 All releases and covenants provided for in ¶ 10 shall survive termination of the Alternative Dispute Resolution Mechanism and shall be neither affected nor prejudiced in any way, except that claims related to entitlement to COLAs not yet finally determined pursuant to the Alternative Dispute Resolution Mechanism are not released, compromised, or subject to ¶ 10.
- 7.9.4 The Parties retain all rights and arguments regarding claims related to entitlement to COLAs not yet finally determined pursuant to the Alternative Dispute Resolution Mechanism.
- 7.9.5 Class Members shall have the option to litigate claims related to their entitlement to COLAs not yet finally determined pursuant to the Alternative Dispute Resolution Mechanism by (1) seeking reinstatement of and adjudication of such claims in the Subject Lawsuit, if the Alternative Dispute Resolution Mechanism is terminated within four (4) years of the Lump-Sum Payment Date; or (2) commencing a new lawsuit in a court of competent jurisdiction, if the Alternative Dispute Resolution Mechanism is terminated after four (4) years of the Lump-Sum Payment Date. In a new lawsuit commenced under 7.9.5(2), the City waives any defense under the statute of limitations or laches as to such claims, if they are brought within four years of the termination date.
- 7.9.6 ¶ 11 shall survive termination of the Alternative Dispute Resolution Mechanism and shall be neither affected nor prejudiced in any way.

8. SETTLEMENT TERMS

The Parties agree to the following terms of Settlement:

8.1 COLA Payments.

8.1.1 A Class Member who has been in receipt of retirement benefits from the Retirement System for a full year preceding January 1, 2013 shall receive: (1) a lump-sum payment equal to the product of (x) the recipient's monthly retirement benefit as of January 1, 2013; by (y) 2.975% and; by (z) the number of months that the Class Member received monthly retirement benefits from January 1, 2013 until the Lump-Sum Payment Date or the date on which the Class Member's monthly retirement benefits terminated (whichever is sooner); and (2) a permanent COLA of 2.975% to his or her monthly retirement benefit beginning on the Lump-Sum Payment Date and ending when the Class Member's monthly retirement benefits terminate.

8.1.2 A Class Member who has been in receipt of retirement benefits from the Retirement System for a full year preceding January 1, 2014 shall receive: (1) a lump-sum payment equal to the product of (x) the recipient's monthly retirement benefit as of January 1, 2014; by (y) 0.25%; and by (z) the number of months that the Class Member received monthly retirement benefits from January 1, 2014 until the Lump-Sum Payment Date or the date on which the Class Member's monthly retirement benefits terminated (whichever is sooner); and (2) a permanent COLA of 0.25% to his or her monthly retirement

benefit beginning on the Lump-Sum Payment Date and ending when the Class Member's monthly retirement benefits terminate.

8.1.3 If a Class Member is entitled to 2013 Relief under ¶ 8.1.1 and 2014 Relief under ¶ 8.1.2, the monthly retirement benefit used to calculate the 2014 Relief will be the monthly retirement benefit as of January 1, 2014 after it is adjusted pursuant to ¶ 8.1.1(2).

8.1.4 When calculating the 2013 Relief under ¶ 8.1.1 and the 2014 Relief under ¶ 8.1.2, the intent of ¶ 8.1 is to provide Class Members with half of the COLA amount provided for by Section 50-230(c), without consideration of the Retirement System's net Actuarial Experience.

8.1.5 The Parties intend that the payment of 2013 Relief under ¶ 8.1.1 and 2014 Relief under ¶ 8.1.2 will be made out of the Trust Fund, and agree that it will not be made out of the City's General Fund or any other governmental fund maintained by the City.

8.2 Payment or Accrual of Relief. The 2013 Relief under ¶ 8.1.1(1) and 2014 Relief under ¶ 8.1.2(1) will be paid on the Lump-Sum Payment Date. The 2013 Relief under ¶ 8.1.1(2) and 2014 Relief under ¶ 8.1.2(2) will be paid in the same manner as retirement benefits are customarily paid or accrued to each Class Member (which may include direct deposit payment) under Chapter 50, Article II, Coral Gables Code, beginning on the Lump-Sum Payment Date.

8.3 Future COLAs: Alternative Dispute Resolution Mechanism. To resolve disputes among the Parties about the conditions that apply and must be met to trigger future

COLAs for the fiscal year ending September 30, 2017 and each year thereafter, the following procedures apply to the determination of such COLAs, for as long as the Alternative Dispute Resolution Mechanism remains in effect. The Retirement Board will make a separate determination as to whether Class Members are entitled to a COLA and the amount of the COLA based solely on the factors identified in the 2013 version of Section 50-230(c) without regard to net Actuarial Experience. If the Retirement Board determines that Class Members should receive a COLA, and net Actuarial Experience is negative, the City Attorney may invoke the Alternative Dispute Resolution Mechanism by requesting a hearing before the City Commission within sixty (60) days of the Retirement Board's determination. Within sixty (60) days of the City Attorney's request, the City Commission must hold a hearing. At the hearing, the City Commission in its sole discretion may, by a supermajority 4/5 vote, reject the Retirement Board's determination or reduce the amount of the proposed COLA, considering the following factors:

- A. Whether the present value of the proposed COLA exceeds the net Actuarial Experience of the Retirement System accumulated from all sources of gains and losses since July 1, 1994;
- B. The amount of the Unfunded Actuarial Accrued Liability and whether it has been declining or increasing and the amount of such decline or increase;
- C. The amount of the Unfunded Actuarial Accrued Liability and the amount by which it will increase if the proposed COLA is granted;

- D. The number of years since the last COLA was granted;
- E. The percentage increase of the last COLA that was granted;
- F. The single-year Actuarial Experience of the Retirement System for each of the seven years preceding the proposed COLA, and the net Actuarial Experience over the preceding seven years; and
- G. The increase or decrease of the Consumer Price Index issued by the U.S. Bureau of Labor Statistics.

- 8.3.1 If the Commission fails to obtain the supermajority 4/5 vote, then the Retirement Board's determination shall be considered approved by the Commission.
- 8.3.2 If the Commission obtains the supermajority 4/5 vote specified, then the Commission's decision shall not be overturned unless it is arbitrary and capricious.
- 8.3.3 Any decision of the Commission to reject the Retirement Board's determination or reduce the amount of the proposed COLA based on the factor specified in ¶ 8.3(A), alone, and regardless of the other factors specified in ¶ 8.3(B)-(G), will not be considered arbitrary or capricious.
- 8.3.4 The intent of the Alternative Dispute Resolution Mechanism is to comply with law and accomplish the purposes of Chapter 112, Part VII, Florida Statutes, which include maintaining the actuarial soundness of the Retirement System, maximizing the protection of

public employee retirement benefits, and prohibiting the use of any procedure the effect of which is to transfer to future taxpayers any portion of the costs which may reasonably have been expected to be paid by current taxpayers.

8.3.5 The Alternative Dispute Resolution Mechanism applies to Class Members only. The procedures prescribed by Florida law and the Coral Gables Code continue to apply to non-Class Members.

8.4 Reversion. Settlement checks issued pursuant to ¶ 8.1.1(1) or ¶ 8.1.2(1) to a Class Member who customarily receives his or her retirement benefits by check, that are not cashed or deposited by a Class Member will expire and the underlying funds will revert to the Trust Fund one hundred and ninety (190) days after the date on which the checks are issued. The Settlement Administrator shall send a notice to Class Members notifying them of the expiration and reversion date one hundred and sixty (160) days after the date on which the checks are issued. In the event a Settlement check is returned to the Settlement Administrator by the U.S. Post Office due to a faulty or expired address for a Class Member, the Settlement Administrator will use his or her best efforts to obtain a correct address for such Class Member and resend such Settlement check.

8.5 Class Counsel's Attorneys' Fees and Costs. The City shall pay Class Counsel one hundred and twenty-five thousand dollars (\$125,000.00) in full satisfaction of any obligation of the City and the Class Representatives for attorneys' fees and costs incurred by all counsel representing the Class in connection with the Subject Lawsuit through and including the Effective Date, irrespective of the number of attorneys or Class Counsel who file fee petitions or claim fees. The Attorneys' Fees and Costs shall be the

full amount that will be paid by the City for all attorneys' fees and costs incurred in connection with representation of Plaintiffs or Class Members in relation to the Subject Lawsuit or this Agreement, regardless of the actual amount of attorneys' fees and costs incurred by Class Counsel or any other counsel who represented or purported to represent the Class. Class Counsel will notify all known attorneys who participated in any fashion related to the Subject Lawsuit or this Agreement, and the Court shall adjudicate any claim for fees and costs by those attorneys so that all claims for fees and costs are addressed at the Final Approval Hearing. The City will disburse the Attorneys' Fees and Costs on the Lump-Sum Payment Date in accordance with a court order, which shall identify each lawyer who is entitled to part of the Attorneys' Fees and Costs and the amount to which each lawyer is entitled. The City waives any right to seek disgorgement of any Attorneys' Fees and Costs after they are disbursed on the Lump-Sum Payment Date. Provided, however, that if this Agreement is terminated pursuant to ¶ 7 before the Lump-Sum Payment Date, the City shall have no obligation to pay any Attorneys' Fees and Costs pursuant to this Agreement, and Class Counsel shall retain the right to seek attorneys' fees and costs. The Parties reserve all rights and defenses regarding any such claims for attorneys' fees and costs.

9. ADMINISTRATION OF CLAIMS

9.1 The Parties have agreed to appoint, as the Settlement Administrator, Kimberly V. Groome, the Retirement System Administrator for the Retirement System, or her designated successor, subject to approval by the Retirement Board, or any other person agreed to by the Parties.

9.2 The Settlement Administrator shall be responsible for implementing and administering the terms and conditions of this Settlement Agreement, including without limitation, providing the requisite Notice to Class Members, as agreed to by the Parties or as ordered by the Court; making the COLA payments specified in ¶ 8.1; and filing with the Court or providing to the Parties and their counsel reports and other documents that may be necessary or convenient.

10. RELEASES

Plaintiffs and Class Members, on behalf of themselves individually and their current or former agents, employees, predecessors-in-interest and/or title, successors-in-interest and/or title, heirs, and assigns, do hereby voluntarily and knowingly agree to fully, finally, and unconditionally release and discharge the City, the Commission, individual commissioners, the Retirement Board, individual members of the Retirement Board, current and former employees, officers, officials, principals, executives, members, managers, agents, attorneys, and representatives (Released Parties) from any and all claims, demands, actions, suits, and causes of action that have been brought or could have been brought from the beginning of time until the date the Final Judgment is entered, now accrued or hereafter accruing, currently pending or were pending, whether known or unknown, suspected or unsuspected, asserted or unasserted, under or pursuant to any statute, regulation, common law, or equity, that arise or relate in any way, directly or indirectly, to: (a) any claims or issues raised or which could have been raised in the Subject Lawsuit related to the COLA; (b) any claims or issues related to the facts alleged in the Subject Lawsuit related to the COLA; (c) any claims that the Class is entitled to any additional funds for COLAs from 2012 through the present; and (d) any claims against the

City related to future COLAs once they have been granted, rejected, or reduced pursuant to the Alternative Dispute Resolution Mechanism (Released Claims). Provided, however, that if the Alternative Dispute Resolution Mechanism is terminated pursuant to ¶ 7 or is otherwise not complied with to determine future COLAs, claims related to entitlement to COLAs not yet finally determined pursuant to the Alternative Dispute Resolution Mechanism shall not be released; provided further that if any of the permanent 2013 Relief or 2014 Relief set forth in ¶¶ 8.1.1(1) or 8.1.2(2) is not paid, claims related to the permanent portion of the 2013 Relief and 2014 Relief that is not paid shall not be released; and provided further that this release shall not preclude a Class Member from arguing or challenging his individual calculation of COLA benefits is incorrect due to errors made by the Retirement System Administrator for the Retirement System, but it will preclude a Class Member from arguing that the formula is incorrect or not compliant with applicable law and from contesting entitlement to COLA benefits.

10.1 Upon the City's payment of the lump-sum portion of the 2013 Relief and 2014 Relief under ¶¶ 8.1.1(1) and 8.1.2(1), Plaintiffs and Class Members who have not timely and properly excluded themselves by opting out of the Settlement pursuant to ¶ 5 shall be deemed to have given this release.

10.2 Plaintiffs and Class Members, who have not opted out of the Settlement pursuant to ¶ 5, agree that this Agreement shall be construed to be, and is, a covenant by Plaintiffs and the Class Members, for themselves, their affiliates, agents, successors, and assigns, not to sue, or institute or instigate any legal, equitable, or administrative investigation or proceedings against the City, the Commission, individual commissioners, the Retirement Board, individual members of the Retirement Board, current and former

employees, officers, officials, principals, executives, members, managers, agents, attorneys, and representatives, for any of the Released Claims, except as otherwise provided in ¶ 7 and ¶ 10 above. Plaintiffs and the Class Members further agree and acknowledge that the covenants not to sue in this Agreement are made to inure to the benefit of, and are specifically enforceable by the City, the Commission, individual commissioners, the Retirement Board, individual members of the Retirement Board, current and former employees, officers, officials, principals, executives, members, managers, agents, attorneys, and representatives, successors, and assigns, except as otherwise provided in ¶ 7.

10.3 Upon the City's payment of the lump-sum portion of the 2013 Relief and 2014 Relief under §§ 8.1.1(1) and 8.1.2(1), each Class Member who has not timely and properly excluded himself or herself by opting out of the Settlement pursuant to ¶ 5 shall be deemed to have made these covenants.

10.4 Plaintiffs and Class Members represent and warrant that they are the current legal and beneficial owners of the Released Claims. All claims that Plaintiffs and Class Members have assigned, pledged, or contracted to assign or pledge, including to Class Counsel, are released to the same extent as the Released Claims, except as otherwise provided in ¶ 7. Plaintiffs and Class Members agree that, if any person or entity alleges that it was assigned or pledged any of the Released Claims, so that the amount that was paid to the Class Member has to be paid to the assignee or pledgee, the Class Member who allegedly assigned or pledged the claim (and not the Released Parties) shall pay back (or have deducted from future benefits, if applicable) that amount that was paid to the Class Member instead of the assignee or pledgee.

10.5 Plaintiffs and the Class Members represent and warrant that they asserted only claims they owned in the Subject Lawsuit; that the Class Members can completely resolve their claims in the Subject Lawsuit; and that no part of Plaintiffs' or the Class Members' Released Claims in the Subject Lawsuit will remain viable after the Final Judgment, except as otherwise provided in ¶ 7 and ¶ 10 above.

10.6 In addition to executing this Agreement, Plaintiffs and the Class Members represent and warrant that they will dismiss the Subject Lawsuit with prejudice and will not seek to amend the Subject Lawsuit prior to its dismissal with prejudice. Provided, however, that the Court in the Subject Lawsuit shall retain jurisdiction to construe and enforce this Settlement Agreement and to reinstate the Subject Lawsuit in the event of termination of the Agreement or the Alternative Dispute Resolution Mechanism pursuant to ¶ 7.

10.7 The terms of the release and covenants provided and effectuated by this Agreement are to be broadly construed in favor of a complete resolution of all Released Claims.

10.8 Notwithstanding any provision in this Agreement to the contrary, nothing in this Agreement or in this release, except for ¶ 7, shall release any Party of his, her, or its respective obligations under this Agreement or otherwise preclude any Party from seeking enforcement of this Settlement Agreement by the Court in the Subject Lawsuit.

10.9 Consistent with the release of the Released Claims, except as otherwise provided in ¶ 7 and ¶ 10 above, Plaintiffs and the Class Members agree not to and shall not institute any federal, state, territorial, or private regulatory, administrative, legal, or other proceeding, investigation, inquiry, examination, or review related to the Released Claims.

11. NO ADMISSION OF WRONGDOING

11.1 The Settlement reached in this Agreement is made only to compromise and settle the Subject Lawsuit between Plaintiffs, the Class Members, and the City without further litigation and should in no way be construed as an admission of wrongdoing of any kind by the Released Parties, or an admission by the Plaintiffs, the Class or the City that their respective positions are not legally valid. Rather, the Released Parties deny any wrongdoing. This Settlement is intended to resolve claims disputed as to the law, and each Party has relied upon its own employees' and counsel's advice and work in entering into this Agreement and not the advice or work of any other Party's employees or counsel. No Party to the Agreement, and no one in privity with them, may argue before any court, agency or other forum that the Settlement shows or evidences an admission by the Released Parties that any of them violated any law or legal obligation. Neither this Agreement nor any of the negotiations connected with it may be offered or received in evidence for any purpose other than for purposes of the proceedings to approve this Agreement and to obtain dismissal of the Subject Lawsuit or to otherwise enforce this Agreement.

12. GENERAL PROVISIONS

12.1 Effect of Agreement on Coral Gables Code. The Parties agree that the City Code shall be amended to incorporate by reference the Alternative Dispute Resolution Mechanism outlined in ¶ 8.3 of the Agreement for the determination of Future COLAs for Class Members.

12.2 Assumptions and Contributions for Future COLAs. As set forth in ¶ 7.7, the City has not agreed to provide advance funding for Future COLAs and does not intend

to agree to any plan assumption or City contribution relating to Future COLAs. The Plaintiffs do not take a position on these issues for purposes of this Settlement Agreement. The Parties agree that nothing in this Agreement shall be construed to require a plan assumption or a City contribution relating to Future COLAs. However, if a COLA is approved pursuant to the Alternative Dispute Resolution Mechanism, the total cost of the COLA will be amortized over 25 years and paid off through increased annual contributions by the City.

12.3 Modifications. The City and Class Counsel may agree by written amendment to modify the provisions of this Agreement as they deem necessary to effectuate the intent of the Agreement, provided, however, that they may make no agreement that reduces or impairs the benefits to the Class Members without approval by the Court.

12.4 No Oral Modifications. No alterations, modifications, supplements, changes, amendments, waivers, or termination of this Agreement shall be valid unless in writing and executed by the City and Class Counsel. No waiver of any provision of this Agreement shall constitute a waiver of any other provision. Each Party warrants that he, she, or it has not relied on any promises or representations outside of this Agreement.

12.5 Binding Effect of Settlement Agreement. The terms and provisions of this Agreement shall be binding upon, and inure to the benefit of, each of the Parties and each of their respective successors, heirs, and assigns.

12.6 Authority of Persons Signing Settlement Agreement. The individuals executing this document for the Parties represent and warrant that they do so with full authority to bind each such Party to the terms and provisions in this Agreement. Further,

the Class Representatives and Class Counsel represent to the City that they are in agreement as to the fairness and adequacy of the Settlement.

12.7 Entire Settlement Agreement. This Agreement between the Plaintiffs and Defendant is the entire agreement and understanding between them relating to the subject matter of this Agreement and supersedes all prior proposals, negotiations, agreements and understandings between the Parties. The Parties acknowledge, stipulate and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or understanding regarding any part or all of the subject matter of this Agreement has been made or relied on except to the extent expressly set forth in this Agreement.

12.8 Governing Law and Venue and Jurisdiction. This Agreement shall be governed, construed by, and follow the laws of the State of Florida. Jurisdiction and venue for all proceedings in connection with this Agreement, or arising as a result of any matter relating to this Settlement, or addressed in this Agreement, shall be in the Circuit Court for the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

12.9 Voluntary Agreement and Consultation with Counsel. The Parties represent and acknowledge that: (a) they have read this Agreement; (b) they have investigated the matters pertaining to this Agreement to the extent they deem necessary and find the terms of this Agreement to be satisfactory; (c) they understand all of this Agreement's terms; (d) they execute this Agreement freely, voluntarily, and without coercion, with full knowledge of its significance and the legal consequences thereof; and (e) they have consulted legal counsel and have had an adequate opportunity to review and consider the terms of this Agreement. Furthermore, the Parties agree that no fiduciary relationship exists among them, and no Party is dependent upon any other Party for

knowledge, advice, guidance, financial support, or the ability to knowingly and independently enter into this Agreement.

12.10 Further Assurances. Each Party shall undertake good faith efforts to perform any and all of that Party's obligations under this Agreement. To that end, each Party shall take any and all actions, and execute, have acknowledged, and deliver any and all further documents that one or more other Parties may reasonably request to effectuate the intents and purposes of this Agreement.

12.11 Time Frames. The Parties recognize that additional time might be required in order to accomplish the actions or tasks provided by the Agreement. In the event that a Party is unable to accomplish any task within the allotted time, the other Parties agree not to object to an extension of time that they deem reasonable.

12.12 Costs. Except as provided in ¶¶ 6 and 8.5 above, the Parties agree to bear their own attorneys' fees and costs incurred in connection with the Subject Lawsuit and the negotiation, approval and implementation of this Agreement.

12.13 Multiple Originals/Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Fax or .PDF signature pages shall be acceptable in the absence of original signature pages.

12.14 Notices. All notices required or permitted hereunder shall be in writing and shall be sent via e-mail and UPS (or other overnight courier) and addressed as follows, unless the City, Plaintiffs, or Class Counsel designates a different recipient of notices and notifies the Parties in writing:

If to the City:

Raoul G. Cantero
White & Case LLP
200 South Biscayne Boulevard, Suite 4900
Miami, Florida 33131-2352
Tel: (305) 371-2700
E-mail: raoul.cantero@whitecase.com

City Attorney's Office
405 Biltmore Way, 2nd Floor
Coral Gables, Florida 33134
Tel: (305) 460-5218

If to Plaintiffs or Class Counsel:

Ronald J. Cohen
Rice Pugatch Robinson Storfer & Cohen,
PLLC
101 NE Third Avenue, Suite 1800
Ft. Lauderdale, Florida 33301
Tel: (954) 462-8000
E-mail: rcohen@rprslaw.com

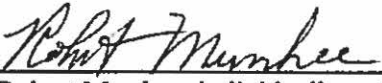
12.15 No Obligation to Third Parties. Except for the Parties to this Agreement, and except as provided for in ¶ 10, no person is intended to be a beneficiary of any provision of this Agreement and, accordingly, there shall be no third party beneficiaries of this Agreement.

12.16 Default. If any Party defaults upon any provision of this Agreement, the non-defaulting Party shall have the right to enforce the agreement in this Court, which shall retain jurisdiction to enforce this Agreement, and obtain from the defaulting Party all reasonable attorneys' fees, court costs, and litigation expenses, including but not limited to expert witness fees and expenses, to enforce the Agreement.

12.17 Validity of Agreement. Except as provided for in ¶ 7, wherever possible, each provision of this Agreement shall be interpreted so as to be effective and valid under applicable law.

12.18 IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date final written above.


Dated: Sept. 21, 2017


Robert Murrhee, individually and as
Class Representative

Dated: _____

Daryl Blakely, individually and as
Class Representative

Dated: Sept. 19, 2017


Ronald J. Cohen and Rice Pugatch Robinson
Storfer & Cohen, PLLC, as Class Counsel

Dated: _____

Craig Leen, City Attorney, for the City of Coral
Gables, pursuant to § 2-201(e)(6), City Code

12.18 IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date final written above.

Dated: _____

Robert Murrhee, individually and as
Class Representative

Dated: Sept. 18, 2017

Daryl Blakely
Daryl Blakely, individually and as
Class Representative

Dated: Sept. 19, 2017

Ronald J. Cohen and Rice Pugatch Robinson
Ronald J. Cohen and Rice Pugatch Robinson
Storfer & Cohen, PLLC, as Class Counsel

Dated: _____

Craig Leen, City Attorney, for the City of Coral
Gables, pursuant to § 2-201(e)(6), City Code

12.18 IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date final written above.

Dated: _____

Robert Murrhee, individually and as
Class Representative


Dated: _____

Daryl Blakely, individually and as
Class Representative

Dated: _____

Ronald J. Cohen and Rice Pugatch Robinson
Storfer & Cohen, PLLC, as Class Counsel

Dated: September 22, 2017



Craig Leen, City Attorney, for the City of Coral
Gables, pursuant to § 2-201(e)(6), City Code

CLASS LIST

No.	Name
1.	Jesus V. Acevedo
2.	Daniel Acosta
3.	Monica Adamson
4.	Henry Lee Adderley
5.	Lorenzo Adderley
6.	Marjorie H. Adler
7.	Maria Alberro-Menendez
8.	David Albury
9.	Luis Alcaide
10.	Michael Joseph Alicea
11.	Thomas Allison
12.	John Andrew
13.	Eugenio Arencibia
14.	William K. Armstrong
15.	Donald G. Arnold
16.	Patricia Anne Arocha
17.	Paul L. Arro
18.	John Arwood
19.	Noralie Arwood
20.	Leslie Assali

No.	Name
21.	John H. Atler Jr.
22.	Maggie Avery
23.	Dallas Bachelder
24.	Millicent Bain
25.	Ana M. Baixauli
26.	Justine Ball
27.	Richard J. Bannon
28.	Myron Barger
29.	Charles Barr
30.	Stanley Barrett
31.	Martin Barros
32.	Eric Barrow
33.	Bettyjane Barrows
34.	Bart T. Barta
35.	Mitchell Bartlett
36.	Francis Bast
37.	Jay Bast
38.	Subrata Basu
39.	Merritt Baublitz
40.	Robert Becker
41.	Jeaneen Bell

No.	Name
42.	Tabor M. Bell
43.	Wanda Bender-Linero
44.	Michelle Bennett
45.	William F. Bennett
46.	Martha C. Benson
47.	Barbara Berman
48.	Charles Berryhill Jr.
49.	Jeanie Berryhill
50.	Michael Bertzel
51.	Douglas W. Biggers
52.	Georgene Biliboca
53.	Norman Blackwood
54.	Daryl G. Blakely
55.	Linda Susan Blanco
56.	Alphonso Bogan
57.	Sergio Bonich
58.	Deborah Bonnet
59.	Tyrone Borden
60.	Aaron A. Bosch
61.	Helen Bottorff
62.	Paul Boutin

No.	Name
63.	Agnes Elizabeth Bowles
64.	Martha Boyd
65.	Bonnie L. Brady-Smith
66.	Robert E. Brandenburg
67.	Charles Brannock
68.	Herman Wood Brice Sr.
69.	Vilma Brice
70.	Rene Brito
71.	Linda Brockett
72.	Ronni Brody
73.	Larry Brooks
74.	David L. Brown
75.	George R. Brown
76.	Sarah Brown
77.	Beverly Brundage
78.	Ronald Chester Bruszer
79.	Ernest Bryant
80.	Dock B. Bryson
81.	Albert A. Buchanan
82.	Robert Buchanan
83.	Brittany Buckner

No.	Name
84.	Patrick Burns
85.	George E. Burrows
86.	Kenneth W. Bush
87.	Steven Bush
88.	James H. Butler
89.	Mary Jo Butler
90.	Thomas Bynum
91.	Ivan Cabrera
92.	Juan B. Calderin
93.	Alberto Canas
94.	Miguel Angel Cancel
95.	Richard E. Caplinger
96.	Ricardo Cardona
97.	Walter Carlson
98.	William Carlson
99.	Blanca Lida Carmona
100.	Janet E. Carrasquillo
101.	David Carrazana
102.	Thomas Carrigan
103.	James J. Carroll
104.	Clayton E. Carter

No.	Name
105.	Larry Carter
106.	Estate of Richard W. Carter
107.	Gloria Cassano
108.	Alex Castello
109.	Gwen Cate
110.	Kenneth Charles
111.	Maria Chase
112.	Gerardo Chavez
113.	Michael Chickillo
114.	Richard Chicvara
115.	George Chieffi
116.	Dean Chimerakis
117.	Robert Christie
118.	Robert Christie Jr.
119.	Bobby C. Clark
120.	Kathleen Clark
121.	Timothy Clark
122.	William H. Clark Jr.
123.	Herman Clarke
124.	George Clayton
125.	Glendora Clayton

No.	Name
126.	Ines Clemente
127.	Boriana Cloutier
128.	Andrew Clute
129.	Nichelle Cobb
130.	Maria Coito
131.	Manuel Collazo
132.	Michael Colucci
133.	Eleanore Compston
134.	Hiram Concepcion
135.	Kevin Condon
136.	Leslie Connel
137.	Michael E. Connors
138.	John E. Cook Jr.
139.	Richard P. Cook
140.	Daniel Cooper
141.	Robert Cordero
142.	Clive A. Cork
143.	Michael D. Cotton
144.	Richard Crack
145.	Kelly Charles Cragin
146.	Dawn Cramer

No.	Name
147.	Ralph Cribbs Jr.
148.	Janet S. Croy
149.	Arnold Vernard Cuddy
150.	Peter Cuervo
151.	Maria C. Cueto
152.	Ferdinand Cuevas
153.	Israel Cuevas
154.	Willie Cunningham
155.	John A. Curry
156.	John Curry Jr.
157.	Linda J. Cuspilich
158.	Peter Cuspilich
159.	Lourdes M. Cuzan
160.	Lynn Dach
161.	Wanda Dagostino
162.	Timothy J. Daniels
163.	Benett Darbeau
164.	Matthew D'Auria
165.	Charlie James Davis Jr.
166.	Charles Davis
167.	Charlie Davis

No.	Name
168.	Frank Charles Davis
169.	Lou A. Davis
170.	Stinson Davis
171.	Troy Davis
172.	Neal De Jesus
173.	Fred Deadman
174.	Ramon A. Delgado
175.	Stephanie Delgado
176.	Marianela Del Rosario
177.	Jose Del Valle
178.	Scott Demarest
179.	Craig Dewind
180.	Mary Dewind
181.	Agustin B. Diaz
182.	Juan Diaz
183.	George Dickinson Jr.
184.	Norma Dieppa
185.	James Dolan
186.	James L. Douglas
187.	David Drescher
188.	Terry Drinkut

No.	Name
189.	Rebecca Duffy
190.	Ira Duncan
191.	Edward Dunn
192.	James Dunn
193.	Obie Dunn
194.	Richard Dunn
195.	Lorraine Durkan
196.	Sharon Dymond
197.	H.C. Eads Jr.
198.	Gerald W. Easley
199.	Alonzo East
200.	Erica Eckenroth
201.	Michael Edwards
202.	Carlos Eguiluz
203.	Edward Eibe
204.	Amelia Escobar
205.	Evelyn Evans
206.	Jeffrey Fabyan
207.	Antoinette Fagan
208.	Charles P. Faidley
209.	Robert F. Faidley

No.	Name
210.	Beatrix S. Falstreau
211.	Paul Fance
212.	Thomas Farmer
213.	Helene Faroh
214.	Tommy Faroh
215.	Hancel Felton
216.	Wanda Felton
217.	Latoya Fenn
218.	Audrey Fieler
219.	Frank Figueroa
220.	Douglas Finneran
221.	Jeffrey Flacker
222.	Patrick Fleming
223.	Wayne Flowers
224.	Tommy Fortner Jr.
225.	Glenn Fortunato
226.	Emmanuel Francis
227.	Roberto Franco
228.	Jack Freedman
229.	Michael H. Frevola
230.	Clifford Fry

No.	Name
231.	Olandis Gage
232.	Maria S. Gala
233.	Kathie Gamble
234.	Alicia Garay-Marshall
235.	Anna Gloria Garcia
236.	Jose Garcia
237.	Leandro Garcia
238.	Olga Garcia
239.	Pablo Garcia
240.	Roberto Garcia
241.	Jesus Garmas
242.	Edward Garvy Jr.
243.	Francisco Gaspa
244.	Douglas L. Gazboda
245.	Neil S. Gevirtz
246.	Hope Denise-Simmons Gibbs
247.	Mary Lee Gibson
248.	Lamar S. Gilbert
249.	Michael Dale Gilliam
250.	Amelia Gilson
251.	Mark A. Ginn

No.	Name
252.	Victor M. Goizueta Jr.
253.	Clara Gomez
254.	Blanca Gonzalez
255.	Carlos Gonzalez
256.	Elizabeth Gonzalez
257.	Pablo Gonzalez
258.	Guy Gooch
259.	William Good
260.	Astrid Gossett
261.	James Gossett
262.	Anna C. Gottlieb
263.	John R. Gow
264.	Paul Mickler Goyette
265.	Frederick Grainger
266.	Steve E. Granger
267.	Michael Grant
268.	Ronald Grant
269.	Gerald Graver
270.	Sharon T. Greaux
271.	Robert Green
272.	Spencer K. Green

No.	Name
273.	Ronald Greene
274.	Sidney Greene
275.	Kurtis N. Grey
276.	Donald G. Griffiths
277.	Shelby Gronvold
278.	William Grotjahn
279.	Enrique I. Guzman
280.	Gordon Hadley
281.	Dorothy Hagan
282.	Carolyn Hall
283.	Joseph Hamilton
284.	Thomas R. Hamm
285.	David Hammerschmidt
286.	Mark Hammerschmidt
287.	John Hardy
288.	Marie Harley
289.	Thomas D. Harley
290.	Jerry W. Harmon
291.	Thomas Harner Jr.
292.	Joan C. Harris
293.	Wayne Harris

No.	Name
294.	Tatjana Harrison
295.	Donald Hart
296.	Terrell Hart
297.	Maria Hasteley
298.	Pamela Hayden
299.	Alan Headley
300.	Thomas Healey
301.	Michael Hearn
302.	Tyra Hearn
303.	Margaret Henghold
304.	Elizabeth Hernandez
305.	Efrain Hernando
306.	Laura J. Herndon
307.	Charles D. Heweker
308.	John Heywood Jr.
309.	Donald Hill
310.	James Hill Jr.
311.	Leona Hill
312.	Lonnie Hill
313.	Margaret L. Hill
314.	Joe Hinton

No.	Name
315.	Sidney Hite Jr.
316.	Brigitte M. Hodge
317.	John Hodges
318.	Randy Howard Hoff
319.	Charles Hofstetter
320.	Donald Holmes
321.	Kathryn Holmes
322.	Walter Holmes
323.	Barbara Holt
324.	Herbert F. Holt
325.	Michael Hope
326.	Harold Hopkin Jr.
327.	Joan Z. Horhorouny
328.	Vance Hughes III
329.	Orlando Huguet
330.	Paul Clifford Hunt
331.	Willie B. Hush
332.	Orgina A. Iglesias
333.	Elizabeth Ingram
334.	Calvin Ivey
335.	Madeline Jackle

No.	Name
336.	Dewayne Jackson
337.	Cornelius Jacob
338.	Will James Jr.
339.	Ronald Janzer
340.	Charles R. Jarvis
341.	James G. Jay
342.	Gerard JeanBaptiste
343.	Tony Jedlinski
344.	Benny J. Jeffus
345.	Michael Jennings
346.	Darnell Johnson
347.	Michael L. Johnson
348.	Robert L. Johnson
349.	John Johnston
350.	Robert Jolly
351.	Jermiah Jones
352.	Bonnie Jordan
353.	Richard H. Jordan
354.	Loveria H.L. Josey
355.	Gregory Judd
356.	Ricky Just

No.	Name
357.	Laura Kaminsky Revocable Trust Tax 46-6999780
358.	William Katz
359.	William Kavanagh
360.	James J. Kay
361.	Irma Kelley
362.	Susan Kentala
363.	Jack Kerns
364.	Lois Ann Kerr
365.	Rick Joe Kerrick
366.	Daniel Keys
367.	Barry Kilcoyne
368.	Lucious Kinchen Jr.
369.	Emma King
370.	Meriam King
371.	Angel Kinsey
372.	Gwendolyn Kirk
373.	Linda Kiser
374.	Mirtha C. Kitner
375.	Helen M. Klug
376.	Dennis Koronkiewicz
377.	Judith Ann Kries

No.	Name
378.	Leon Kublin
379.	Doris Kunde
380.	David B. Kurtz
381.	Wesley Kwasniak
382.	Sonia Lajo
383.	Theodore Lally
384.	Randall Lance
385.	Gerald Lanier
386.	Austin Lawrence
387.	Jacqueline Leahy
388.	George C. Lebert
389.	James J. LeChander
390.	Robert E. Lee
391.	Walter Lesser
392.	Johnny Lester
393.	Waurrine Leth
394.	Craig Leveen
395.	Jacqueline Lewis
396.	Rafael Leyva
397.	Ralph Lichtenberger
398.	Dianne Liford

No.	Name
399.	Aurelio Linero
400.	John Little Jr.
401.	Carmen Lizama
402.	Lloyd Long
403.	Mary T. Long
404.	Manuel Lopez
405.	Philip C. Lopez
406.	Wayne Lough Jr.
407.	Judith Love
408.	Robert W. Lowman
409.	Bernard Lumpkins
410.	Teresa Macor
411.	Valentino Macor
412.	Lumage Magiste
413.	Mary K. Magrath
414.	Laqueta Mallary
415.	Marie Mandeville
416.	Estate of Antonio Mantinan
417.	George Marrero
418.	Percival Marshall
419.	Clarence Anthony Martin

No.	Name
420.	William Martin
421.	Juan Martinez
422.	Nicholas Mascaro
423.	Roland Masdeu
424.	Antoinette Mastrangelo
425.	Alan Matas
426.	Maria Matas-Sosa
427.	Luther Mathews Jr.
428.	Valarie Mathews
429.	Maria E. Mauri
430.	Marta Mayol
431.	John McBride
432.	Linda McBride
433.	Edward McCray
434.	Amanda Marie McEvoy
435.	Christopher McEvoy
436.	Arthur McGarey Jr.
437.	Gregory McKallip
438.	Isaac McKune
439.	Jessie McNear Jr.
440.	Joseph McNichol

No.	Name
441.	John McRae
442.	Robert P. Meagher
443.	Gloria Meitin
444.	Angel Melguizo
445.	Mercedes P. Mendoza
446.	Jaime Mercado
447.	Andrew F. Meszaros
448.	Enid Miguez
449.	Juan C. Miguez
450.	Ralph E. Miller IV
451.	Edgar Miller Jr.
452.	James E. Miller
453.	Joan Miller
454.	Mae Miller
455.	Robert Miller
456.	William Millican
457.	Sabrina Mitchell
458.	Paul Miyares
459.	Frank M. Modola
460.	Shaffee Mohamed
461.	Joan Monahan

No.	Name
462.	Walter Money Jr.
463.	James A. Monroe
464.	Floyd Mons
465.	Donald Moore
466.	Lester Moore
467.	Patrick Moore
468.	Warnell Moore
469.	Willie Mae Moore
470.	Nancy J. Morris
471.	William Morrison III
472.	Carleen Morse
473.	Daniel Mosquera
474.	Eloise Moss
475.	William Motta
476.	Ralph Muir
477.	Tim E. Mungovan
478.	Carolyn Murphy
479.	Patrick Murphy
480.	Robert Murray
481.	Robert Murree
482.	Michael Mustard

No.	Name
483.	Michael F. Musumeci
484.	Linda Napier
485.	Richard Natale
486.	Richard J. Naue Jr.
487.	Billye Neal
488.	John Lee Neal
489.	Richard L. Neal
490.	Mary Jo Neese
491.	Luis Negron
492.	Donald G. Nelson
493.	Joseph E. Nelson
494.	Willie Newton
495.	Emilia Neyra
496.	Michael Niski
497.	Sean Nolan
498.	John H. Norman
499.	Jose Manuel Novo
500.	John Noyer
501.	Kenneth Nunn
502.	Rebecca E. O'Dea
503.	Carmen O'Donnell

No.	Name
504.	Franklin Ogden
505.	Patricia Olive
506.	Dan Oppert
507.	Nicholas D. Orfaly
508.	Victor D. Orfaly
509.	Mary Orwick
510.	Robert A. Otilige
511.	Dale Owens
512.	Jorge L. Padron
513.	Omar Padron
514.	Magali Paez
515.	Rodolfo Paez
516.	Jorge Pagliery
517.	Terry Paparella
518.	Deena Paris
519.	Irene R. Paris
520.	Alberta Parker
521.	Lee Parker
522.	Rebecca Parker
523.	Noble Parman
524.	Frank Pascarella

No.	Name
525.	Giovanna Timor Pascarella
526.	Margaret Pass
527.	J. B. Patterson
528.	Estate of Virginia Lee Paul
529.	Rene A. Pedrera
530.	Gianna Pedron
531.	Gianna Pedron as Trustee for Jenna Wojtisek
532.	Gianna Pedron as Trustee for Tricia Wojtisek
533.	Paul H. Peduto
534.	Edwin Pelton
535.	Hildra Penerton
536.	Ida Mae Penerton
537.	Eduardo Perez
538.	Nelson Perez
539.	David Perwak
540.	Gary J. Peters
541.	Vincent Petersen
542.	Harry S. Pickering III
543.	Jeffrey Pickover
544.	Raul A. J. Pinon
545.	Paul F. Pitts

No.	Name
546.	Luisa Piz
547.	Cecile Plair
548.	David Plowden
549.	Rufus Plowden
550.	Gayle G. Pluto
551.	Dennis Poin
552.	John Portafekas
553.	Lilliam Portu
554.	Peter Portu
555.	Portia Pough
556.	Angelo Prat
557.	Esther Prat
558.	Bruce M. Proud
559.	Ricardo Quevedo
560.	Elio Quintero
561.	Mayra Quintero
562.	Lillian Quiroz
563.	Michael L. Radley
564.	Frank Rawley
565.	Olanzo Ray
566.	Walter Reed

No.	Name
567.	Ronald Reese
568.	Arthur Requate
569.	Frank Revak
570.	Albert Reyes Jr.
571.	Ana T. Reyes
572.	Asdrubal Jorge Rey
573.	George Reynolds
574.	Estate of Janice Reynolds
575.	Lois Rice
576.	Thomas Richard
577.	Joyce Richards
578.	Alan Lane Richman
579.	Richard A. Ridley
580.	Mario Rimart
581.	Enrique Rios
582.	Gonzalo Rivera
583.	Lizbeth Rivera
584.	Virginia Roakes
585.	Kurtis Robertson
586.	Jerry Robinson
587.	Joseph C. Robinson

No.	Name
588.	Rosalee Robinson
589.	Robert Robkin
590.	Martin Roche
591.	Charles Rodgers
592.	Francisco Rodriguez
593.	Laura M. Rodriguez
594.	Patricia Anne Rodriguez
595.	Alexander Roffe
596.	Stephen Rogers
597.	Walter Rogers Jr.
598.	Rolando Rojas
599.	Elonora D. Rolle
600.	Henry Rollison
601.	James Rollison Jr.
602.	Diane Romer
603.	Kevin Rondeau
604.	Helen Rooney
605.	Clifford Ross
606.	Carla S. Rossby
607.	George Rosso
608.	George Rosso

No.	Name
609.	Magda N. Rothman
610.	Gus Royal
611.	Gelacio Ruiz
612.	Katherine Ruiz
613.	Mirtha Elena Ruiz
614.	Joan H. Rundell
615.	Lemuel G. Russ
616.	Bruce Rutledge
617.	Martha Salazar-Blanco
618.	John J. Samoriski
619.	Lillie Sampson
620.	Enrique Sanchez
621.	Jorgelina Sanchez
622.	Steve Sandifer
623.	Winifred Sands
624.	Eleanor Sanfilippo
625.	Adolfo Sansores
626.	Ramon Santiago
627.	Naomi Sawyer
628.	Lila Scanlan
629.	Pamela Scherer

No.	Name
630.	Jane Schmitt
631.	Ruth Schneeman
632.	Lee Schwartz
633.	Dana G. Sciavicco
634.	Tammy Scott
635.	Jean Scott
636.	Joseph Scott
637.	James R. Shaw
638.	Eric Sheeder
639.	Marcella Sheffner
640.	Mallory Frank Shonberger
641.	Charles B. Shove
642.	Wayne S. Sibley
643.	Vickie Siegel
644.	Emil J. Sierens, Jr.
645.	Leroy A. Siler
646.	Antonio Silio
647.	Jerry R. Sim
648.	John Simmons
649.	James Simpson
650.	Thomas E. Sirak

No.	Name
651.	Pio Sirolli
652.	Fay Skalaski
653.	James Skinner
654.	Alice Smith
655.	Clifton B. Smith
656.	Cornelius Smith
657.	Kenneth Smith
658.	Marvin Smith
659.	Paul Smith
660.	Gloria Sobel
661.	Lydia Solis
662.	Hector L. Soto
663.	Katherine Sours
664.	Dianna Southall-Fryer
665.	Edward Spann
666.	Barbara Speisman
667.	Gary Spell
668.	Robert Wesley Sportsman
669.	Edwin P. Springer
670.	Gail Springer
671.	Kimberley Springmyer

No.	Name
672.	Fernando Starks
673.	Melissa Steele
674.	Andrew Stewart
675.	Walter R. Stewart
676.	Glenn Stolzenberg
677.	Marc Stolzenberg
678.	Marc Stolzenberg
679.	Jeffrey D. Stone
680.	Gerald Storr
681.	Carolyn Virginia Stringer
682.	Mattie Stringer
683.	Frank Studva
684.	Alina Suarez-Garcia
685.	Candy Suris
686.	Raul Sutherland
687.	Jenine Swain
688.	Catherine B. Swanson
689.	William Sward Jr.
690.	William S. Swikehardt
691.	Alejandro A. Tapanes
692.	Keith Taylor

No.	Name
693.	Virginia C. Taylor
694.	David Teems
695.	Arlene Terrell
696.	Sandra Z. Terry
697.	Beverly Thomas
698.	Marilyn Thomas
699.	Tanya Thomas
700.	Van Thomas
701.	Charlie Thompson Jr.
702.	Charlotte Thompson
703.	Daniel Thompson
704.	Faye Thompson
705.	Katherine Thompson
706.	James Thompson
707.	Dorothy Thomson
708.	Daniel Thornhill
709.	Karen Tierce
710.	Jeffrey W. Timkee
711.	Carolyn Todd
712.	Jose Antonio Torres
713.	Octavio Torres

No.	Name
714.	Gail Tranquill
715.	Chester Treadway III
716.	Adina Truby
717.	Griffin Truby
718.	Hudson Truby
719.	Lois Truby
720.	Mitchell Truby
721.	Suzanne Truby
722.	Delrosa Tubbs
723.	Stephen A. Turpin
724.	Arland Tyler
725.	Rosa Tynes
726.	Ellen Uguccioni
727.	Allen Underwood
728.	Gerardo Urgelles
729.	Cesar Valdes
730.	Lucia Valdes
731.	Raul Valdes Fauli
732.	David Valentine
733.	George R. Valladares
734.	Regina Valladares

No.	Name
735.	Lourdes Valle
736.	Jeanne Van Eyk
737.	Wallace Vance
738.	Gerardo Vazquez De Miguel
739.	Paul L. Vedder
740.	Juan M. Velasquez
741.	Normita E. Vengco
742.	Nivia Viera
743.	Raymond Vorsteg
744.	Richard S. Waldie
745.	Charles R. Waldon
746.	Paul Walker
747.	Eddie Walton
748.	Robert Ward
749.	David Washington
750.	Marie Washington
751.	Sharon Watson
752.	Richard Waugh
753.	Cecil Weaver
754.	Greg Webber
755.	Neva S. Webster

No.	Name
756.	Andrew K. Weidenfeld
757.	Edward M. Weller
758.	Christopher D. Welling
759.	Mary D. Welling
760.	Robert Darryl Wells
761.	Marc Werbin
762.	Jimmie West
763.	Charles Westbrook
764.	Diana Wheeler
765.	Mary Whitley
766.	Samuel Whitley
767.	Wayne Wiese
768.	David Wiesinger
769.	Joe Wiggins
770.	George Wilhelm
771.	Bertha Williams
772.	Daniel F. Williams
773.	Phyllis Williams
774.	E.K. Williams
775.	Gerald Williams
776.	James Williams

No.	Name
777.	Patrick J. Williams
778.	Robbie Williams
779.	John W. Willis
780.	Jessie Wilson
781.	Willie Wimberly
782.	Wayne E. Withers
783.	Janet Witzell
784.	William Wood Jr.
785.	Wilbur Woodside
786.	Charlie Woodson
787.	Inez Woodson
788.	Doris J. Work
789.	John Yatulis
790.	Eleanor C. Zahner
791.	Pierina L. Zanelli
792.	John D. Zipse

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT, IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO: 13-20731 CA (13)

ROBERT MURRHEE and DARYL)
BLAKELY, for themselves and on behalf of all)
others similarly situated,)
)
Plaintiffs,)
)
vs.)
)
THE CITY OF CORAL GABLES,)
)
Defendant.)
)
/

**ORDER GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

On September 18, 2017, Plaintiffs Robert Murrhee and Daryl Blakely, on behalf of themselves and all Class Members, and Defendant the City of Coral Gables executed a Class Action Settlement Agreement. Pursuant to that Agreement, the Parties filed a Joint Motion for Preliminary Approval of Class Action Settlement (“Motion”). The Court, having considered the Motion, the Agreement and its exhibits, and argument of counsel at the Preliminary Approval Hearing on October 12, 2017, **ORDERS AND ADJUDGES** as follows:

1. The Motion is **GRANTED**. Below, the Court redefines the Class; preliminarily approves the Settlement; approves the form and manner of providing notice to Class Members; and sets forth procedures and deadlines for seeking final approval of the Settlement.
2. All capitalized terms not defined in this Preliminary Approval Order shall have the meanings set forth in ¶ 2 of the Agreement.

EXHIBIT B

I. CERTIFICATION OF CLASS

3. On February 26, 2016, the Court certified a class, pursuant to Florida Rule of Civil Procedure 1.220(b)(2) and (3), defined as: “All those persons who are in receipt of benefits from the Coral Gables Retirement System for a period of at least one year prior to January 1, 2013, or their beneficiaries.”

4. In accordance with ¶ 3.1 of the Agreement, and pursuant to Rule 1.220(d)(1), the Court redefines the Class for purposes of the Settlement as follows:

All persons who have been in receipt of benefits from the Coral Gables Retirement System, pursuant to Chapter 50, Article II, Coral Gables Code, for a full year preceding January 1, 2014, or their Designated Beneficiaries.

5. Pursuant to ¶ 2.21 of the Agreement, “Designated Beneficiaries” means any individual or estate that will receive benefits from the Coral Gables Retirement System, pursuant to Section 50-235, Coral Gables Code, upon the death of a plan participant that has been in receipt of benefits from the Coral Gables Retirement System, pursuant to Chapter 50, Article II, Coral Gables Code, for a full year preceding January 1, 2014.

6. The Court finds that the redefined Class meets the requirements of Rule 1.220(b)(3) for the same reasons explained in the Class Certification Order.

a. The Class is so numerous that joinder of all members is impracticable.

b. There are several questions of law and fact common to all members of the Class: the rate of return on the assets of the retirement system determined from October 1, 2011 to September 30, 2012, and from October 1, 2012 to September 30, 2013; whether each member of the class is entitled to receive a COLA increase, effective January 1, 2013 and 2014; whether section 112.61, Florida Statutes, precludes payment of a COLA; whether a COLA is an additional benefit as that term is used in Section

112.61, Florida Statutes; the cumulative rate of return on the assets from the year in which the last COLA was paid; whether the class is entitled, in the future, to receive a COLA, when the conditions present in the ordinance at the time of their retirement are met; whether the retirement ordinance constitutes a contract between the City and retirees; and whether the City breached that contract overruling the decision of the Retirement Board to pay the COLA effective January 1, 2013. In addition, the City has pled several affirmative defenses which raise additional questions of fact and law common to the Class, including whether the alleged contract would violate a provision of Section 112.61 prohibiting the use of any procedure, methodology, or assumption that transfers to future taxpayers that which may reasonably have been expected to be paid by current taxpayers; whether plaintiffs' claims are barred by the doctrines of sovereign immunity and separation of powers; and whether the Plaintiffs' claims are barred by laches.

c. Plaintiffs' claims are typical of those of the rest of the Class. Each Class Member's claim seeks the same relief and is based on the same legal theories and evidence. Thus, if Plaintiffs prevail, each Class Member would benefit in the same way as Plaintiffs.

d. Plaintiffs can fairly and adequately protect and represent the interests of each Class Member. Their interests are substantially the same as those of the absent Class Members, and none of Plaintiffs' claims are antagonistic to those of the Class.

e. Plaintiffs are represented by able and experienced counsel.

f. Common questions of law or fact predominate over any individual question of law or fact. All Class Members have a similar interest in obtaining the monetary relief sought.

g. Class treatment is superior to other available methods of fairly and efficiently adjudicating this case. This class action is manageable. There is no dispute regarding class membership, and COLAs are expressed as a percentage, which makes calculating individual damages determinable, as each recipient will be paid according to a mathematical formula. In addition, each Class Member's claims may not be large enough to make it economically viable for them to bring individual suits.

7. Plaintiffs Robert Murrhee and Daryl Blakely will continue to serve as Class Representatives. Their interests are substantially the same as the other Class Members' interests, and as such, the Court finds that they will fairly and adequately represent the Class.

8. The law firms of Rice Pugatch Robinson Storfer & Cohen, PLLC and Phillips, Richard & Rind, P.A. will continue to serve as Class Counsel.

II. PRELIMINARY APPROVAL OF SETTLEMENT TERMS

9. The City disputes Plaintiffs' claims in the Subject Lawsuit and has denied, and continues to deny, any liability to Plaintiffs or any other Class Members. Nonetheless, the Parties wish to settle the Subject Lawsuit to avoid the uncertainties and risks of trial, further expenses and inconveniences, and the distraction of continued burdensome and protracted litigation, and to obtain the releases, orders, and judgments contemplated by the Agreement; and as to Future COLAs, the Parties wish to establish an Alternative Dispute Resolution Mechanism to avoid future litigation, while the Alternative Dispute Resolution Mechanism remains in effect, and to settle and put to rest totally and finally the matters raised by the Subject Lawsuit.

10. The Court preliminarily approves the Settlement as set forth in the Agreement as within the range of possible outcomes by this Court, and as reasonable, adequate, and fair to the Class under the circumstances of this case. Such preliminary approval is without prejudice to the Court's final decision on whether to approve the Settlement after the Final Approval Hearing.

11. The Settlement Agreement specifies the exact terms of the Settlement, including the relief to which Class Members are entitled, and it governs the Settlement. But in general terms, pursuant to ¶ 8.1 of the Agreement, the relief to which Class Members are entitled includes a permanent COLA of 2.975%, retroactive to January 1, 2013, and/or a permanent COLA of 0.25%, retroactive to January 1, 2014, depending on the date on which the Class Member began receiving retirement benefits. Class Members who began receiving retirement benefits on or before January 1, 2012 will be entitled to both the 2.975% COLA and the 0.25% COLA. Class Members who began receiving retirement benefits after January 1, 2012 but on or before January 1, 2013 will be entitled to only the 0.25% COLA.

12. Pursuant to ¶ 8.3 of the Agreement, beginning in the fiscal year ending September 30, 2016, and each year thereafter, the Settlement provides an Alternative Dispute Resolution Mechanism that will apply to the determination of whether or not a COLA should be awarded to Class Members in the future. The Retirement Board of the City of Coral Gables will make the initial determination based solely on the factors set forth in the 2013 version of Section 50-230(c), Coral Gables Code, without regard to net Actuarial Experience. If the Retirement Board determines that Class Members should receive a COLA, and net Actuarial Experience is negative, the City Attorney may invoke the Alternative Dispute Resolution Mechanism by requesting a hearing before the City Commission within sixty (60) days of the Retirement Board's determination. Within sixty (60) days of the City Attorney's request, the City

Commission must hold a hearing. At the hearing, the City Commission will have discretion to reject the determination or reduce the amount of the proposed COLA by a supermajority 4/5 vote. The City Commission will consider various factors, including, but not limited to, whether the present value of the proposed COLA exceeds the net Actuarial Experience of the Retirement System accumulated from all sources of gains and losses since July 1, 1994, and can reject or reduce the COLA based on that factor alone. If the City Commission rejects or reduces the COLA, that decision will not be overturned unless it is arbitrary and capricious, and it will not be arbitrary and capricious if it is based on the factor identified above. The intent of the Alternative Dispute Resolution Mechanism is to comply with the law and accomplish the purposes of Section 112.61. These procedures will apply to Class Members only.

13. Pursuant to ¶ 10 of the Agreement, Class Members who do not exclude themselves from the Settlement will release all claims, including unknown claims, against the City, the Retirement Board, and related parties that relate directly or indirectly to: (a) any claims or issues raised or which could have been raised in the lawsuit related to the COLA; (b) any claims or issues related to the facts alleged in the lawsuit related to the COLA; (c) any claims that the Class is entitled to any additional funds for COLAs with effective dates of January 1, 2012 through January 1, 2017; and (d) any claims against the City related to future COLAs once they have been granted, rejected, or reduced pursuant to the Alternative Dispute Resolution Mechanism set forth in ¶ 8.3 of the Agreement. However, if the Alternative Dispute Resolution Mechanism is terminated or is otherwise not complied with to determine future COLAs, claims related to entitlement to COLAs not yet finally determined pursuant to the Alternative Dispute Resolution Mechanism will not be released; if any of the permanent 2.975% or 0.25% COLAs is not paid, claims related to the unpaid portion of such COLAs shall not be released; and the

release will not preclude a Class Member from arguing that the calculation of his specific COLA benefits is incorrect due to errors made by the Retirement System Administrator; but it will preclude a Class Member from arguing that the formula is incorrect or not compliant with applicable law and from contesting entitlement to COLA benefits.

14. As part of the Settlement, the City has agreed to pay Class Counsel \$125,000 in full satisfaction of any obligation of the City and the Class Representatives for attorneys' fees and costs incurred by all counsel representing the Class in connection with this lawsuit through and including the Effective Date. This payment will not reduce Class Members' settlement benefits.

15. Pursuant to the Agreement, the Plaintiffs or the City may terminate the Settlement: (1) if a court enters an order in the Subject Lawsuit altering the Settlement Agreement in a way that materially and adversely affects its interest; or (2) if ¶¶ 8.1 or 8.2 (relating to the 2.975% COLA and the 0.25% COLA) or ¶ 10 (relating to the release and covenant not to sue) are found by a court or agency to violate state or federal law and the Parties cannot agree on a replacement provision; and the City may terminate the Settlement (3) if more than three percent of Class Members exclude themselves from the Settlement.

16. In the event that the Agreement is not finally approved, or is terminated pursuant to ¶¶ 7.1, 7.2, or 7.4 before payment of any 2013 Relief or 2014 Relief, the Settlement and Agreement shall be null and void and of no further force and effect; this Order and any other orders entered pursuant to the Agreement shall be vacated; to the extent the Subject Lawsuit has been dismissed, it shall be reinstated; the Parties shall be returned to their respective positions and statuses immediately prior to negotiation of the Settlement and execution of the Agreement; nothing stated in the Agreement or this Preliminary Approval Order shall be deemed or

construed to be an admission or confession of any fact, matter or proposition of law; the Settlement and all negotiations, proceedings, documents prepared and statements made in connection with it shall be without prejudice to any Party and shall not be used in any manner for any purpose, including to justify or support the notion that the Subject Lawsuit should be certified for class action treatment; and none of the Parties shall forfeit or waive any factual or legal defense or contention in the Subject Lawsuit.

17. In the event that the Agreement is terminated pursuant to ¶ 7.4 of the Agreement after payment of any 2013 Relief or 2014 Relief, any 2013 Relief or 2014 Relief that has been paid will not be subject to repayment or disgorgement; the permanent portion of the 2013 Relief and 2014 Relief will continue to be paid, unless prohibited by state or federal law; all releases and covenants provided for in ¶ 10 of the Agreement shall survive termination and shall be neither affected nor prejudiced in any way, except that claims related to entitlement to COLAs not yet finally determined pursuant to the Alternative Dispute Resolution Mechanism and claims related to 2013 Relief and 2014 Relief that will not be paid are not released, compromised, or subject to ¶ 10; the Parties retain all rights and arguments regarding claims related to entitlement to COLAs not yet finally determined pursuant to the Alternative Dispute Resolution Mechanism and claims related to 2013 Relief and 2014 Relief that will not be paid; Class Members may litigate such claims by seeking reinstatement of the Subject Lawsuit, or by commencing a new lawsuit, if the termination date occurs within four (4) years of the Lump-Sum Payment Date, or by commencing a new lawsuit, if the termination date occurs after four (4) years of the Lump-Sum Payment Date, with the City waiving any defense to such claims under the statute of limitations or laches if they are brought within four (4) years of the termination date; and ¶ 11 of the Agreement shall survive termination and shall be neither affected nor prejudiced in any way.

18. Pursuant to the Agreement, the City may terminate the Alternative Dispute Resolution Mechanism: (1) if a court or agency finds that a plan assumption relating to Future COLAs is required or that the Alternative Dispute Resolution Mechanism or Future COLAs do not comply with state or federal law; or (2) if a federal agency determines, as to a different retirement plan, that a benefit similar to the Future COLAs does not comply with federal law, and an expert in government pension law, hired by the Retirement System or the Parties, renders an opinion that the Future COLAs violate federal law.

19. In the event that the Alternative Dispute Resolution Mechanism is terminated pursuant to ¶¶ 7.7 or 7.8 of the Agreement, ¶¶ 8.3 and 12.1 of the Agreement shall be of no further force and effect and shall not be subject to enforcement by the Parties; the 2013 Relief and 2014 Relief provided for in ¶¶ 8.1 and 8.2 will continue to be paid and will not be subject to repayment or disgorgement; all releases and covenants provided for in ¶ 10 shall survive termination of the Alternative Dispute Resolution Mechanism and shall be neither affected nor prejudiced in any way, except that claims related to entitlement to COLAs not yet finally determined pursuant to the Alternative Dispute Resolution Mechanism are not released, compromised, or subject to ¶ 10; the Parties retain all rights and arguments regarding claims related to entitlement to COLAs not yet finally determined pursuant to the Alternative Dispute Resolution Mechanism; Class Members may litigate such claims by seeking reinstatement of the Subject Lawsuit, or by commencing a new lawsuit, if the termination date occurs within four (4) years of the Lump-Sum Payment Date, or by commencing a new lawsuit, if the termination date occurs after four (4) years of the Lump-Sum Payment Date, with the City waiving any defense to such claims under the statute of limitations or laches if they are brought within four (4) years of

the termination date; and ¶ 11 of the Agreement shall survive termination and shall be neither affected nor prejudiced in any way.

20. The Alternative Dispute Resolution Mechanism set forth in ¶ 8.3 of the Agreement shall be incorporated by reference in the City Code.

III. APPROVAL OF FORM AND MANNER OF PROVIDING NOTICE

21. The Court approves the proposed notice attached to the Settlement Agreement as Exhibit C and finds that the proposed notice satisfies the requirements of Florida law and due process.

22. The Court also approves the manner in which notice will be distributed pursuant to ¶ 4 of the Agreement. A copy of the notice, including the exclusion request form, will be sent by U.S. First Class Mail to all Class Members listed on the Class List attached to the Settlement Agreement as Exhibit A, which is represented to be a complete and accurate list of all Class Members. This manner of providing notice is the best practicable and satisfies the requirements of Florida law and due process. In the event it is determined that a legitimate Class Member did not receive the Notice because such Class Member was not identified on the Class List, or for any other reason, such Class Member promptly will be sent such Notice and the Class List will be amended to include such Class Member.

23. The Parties have identified certain potential Class Members, both retirees and their Designated Beneficiaries, who are now deceased (the “Deceased Class Member(s)”), but whose estates, if they exist, may be entitled to certain benefits under the Settlement. These Deceased Class Members are identified on a List of Deceased Class Members, which has been filed with the Court. The Settlement Administrator shall send a separate notice, which also has been filed with the Court, to a Deceased Class Member’s last known address—unless the name

and address of the personal representative or executor of the estate of such Deceased Class Member is known, in which case the notice shall be sent to that person. Any personal representative or executor of a Deceased Class Member's estate who believes that the estate is entitled to benefits under the Settlement must provide written notice to Counsel for the City and Counsel for the Plaintiffs identifying the estate and its entitlement to such benefits no later than 90 days from the date provided on the notice sent to such Deceased Class Members.

24. The Court appoints Kimberly V. Groome, the Retirement System Administrator for the Retirement System, or her designated successor, as the Settlement Administrator.

25. The Settlement Administrator and the Parties are directed to send by U.S. First Class Mail a copy of the notice attached to the Settlement Agreement as Exhibit C, including the exclusion request form, to all Class Members listed on the Class List. The Settlement Administrator and the Parties also are directed to publish the Agreement and other important documents related to the Settlement on a website. The notice should be sent out and the important documents related to the Settlement should be published on a website as soon as practicable but no later than fifteen (15) days from the date of this Preliminary Approval Order.

IV. PROCEDURES AND DEADLINES FOR SEEKING FINAL APPROVAL OF SETTLEMENT

A. Final Approval Hearing

26. Pursuant to Florida Rule of Civil Procedure 1.220(e), the Final Approval Hearing shall be held on [DATE] at [TIME] at [LOCATION]. At the Final Approval Hearing, the Court will consider the reasonableness, adequacy, and fairness of the Settlement and whether to finally approve the Settlement and enter a Final Judgment; and the Court will adjudicate all claims for attorneys' fees and costs and any other motions relating to the Settlement.

27. The Court may adjourn or reset the Final Approval Hearing. The Settlement Administrator and the Parties will notify the Class Members if the Final Approval Hearing is adjourned by updating the Settlement website. No further notice to the Class Members will be provided.

B. Disputing Class Membership

28. Class Members will be provided an opportunity to dispute their class membership. Individuals who are not included on the Class List but believe they should be included must send a letter to Counsel for the City explaining why no later than thirty (30) days after notice of the proposed settlement is provided to Class Members. Failure to do so will constitute a waiver of that individual's or estate's right to dispute his, her, or its membership in the Class. Any dispute as to class membership which cannot be resolved by the Parties should be submitted to the Court for resolution.

C. Requesting Exclusion from Settlement

29. Class Members will be provided an opportunity to request exclusion from the Settlement. Class Members who want to be excluded from the Class and not bound by the Settlement must submit a completed Exclusion Request Form to the Settlement Administrator and Class Counsel or their designee within eighty (80) days after the Preliminary Approval Order. Class Members who do not opt out of the Settlement pursuant to these procedures will be bound by all determinations and judgments concerning the Settlement, whether favorable or unfavorable.

30. Within one hundred (100) days from the date of the Preliminary Approval Order, Class Counsel or their designee shall draft and file a Notice of Class Action Opt-Outs, listing the names of all persons who submit an Exclusion Request Form. In the event that more than 3% of

Class Members opt out of the Settlement, excluding those persons who previously opted out of the Class after entry of the Class Certification Order, unless they opt out again, the City will have the option, in its sole discretion, to terminate the Settlement Agreement.

D. Objecting to Settlement

31. Class Members who have not excluded themselves from the Settlement will be provided an opportunity to object to the terms of the Settlement. To be considered by the Court, any objection must: (a) contain the full name and current address of the person or entity objecting; (b) contain the title of the Subject Lawsuit; (c) state the reason(s) for the objection; (d) be accompanied by any evidence, briefs, motions or other materials the objector intends to offer in support of the objection; (e) contain a statement of whether the Settlement Class Member or his or her counsel intends to appear and argue at the Final Approval Hearing and the amount of time requested to make an oral argument; (f) be signed by the objector; and (g) be filed with the Court and served upon Class Counsel and Counsel for the City no later than eighty (80) days after the Preliminary Approval Order. Any Class Member who does not follow these procedures will waive his right to object to the Settlement and will be forever foreclosed from making any objections.

32. Any lawyer intending to appear at the Final Approval Hearing must be authorized to represent a Class Member, must be admitted to practice law in the State of Florida, and must file a written appearance no later than eighty (80) days after the date of this Preliminary Approval Order.

E. Other Procedures and Deadlines

33. Class Counsel are directed to notify all attorneys who participated in any fashion in the Subject Lawsuit: (a) of the Settlement; (b) of the date, time, and location of the Final

Approval Hearing; and (c) that the Court will adjudicate all claims for attorneys' fees and costs at the Final Approval Hearing.

34. No later than one hundred and forty (140) days after this Preliminary Approval Order is entered by the Court, the Parties shall jointly move the Court for its final approval of the Settlement.

35. As part of the Settlement, the City has agreed to pay Class Counsel \$125,000 in full satisfaction of any obligation of the City and the Class Representatives for attorneys' fees and costs incurred by all counsel representing the Class in connection with this lawsuit through and including the Effective Date. No less than ten (10) days before the Final Approval Hearing, any lawyers and third-parties seeking a portion of that payment shall file a petition for fees or costs.

DONE and ORDERED in Chambers in Miami-Dade County, Florida on October ____, 2017.

THE HONORABLE THOMAS J. REBULL
MIAMI-DADE CIRCUIT COURT JUDGE

Copies to: All counsel of record

IF YOU HAVE BEEN IN RECEIPT OF BENEFITS FROM THE CORAL GABLES RETIREMENT SYSTEM FOR A FULL YEAR PRECEDING JANUARY 1, 2014, OR ARE A BENEFICIARY OF SOMEONE WHO HAS, YOU COULD RECEIVE BENEFITS FROM A CLASS ACTION SETTLEMENT.

THIS IS A COURT-APPROVED NOTICE, NOT A SOLICITATION FROM AN ATTORNEY.

I. WHAT IS THIS ABOUT?

A Settlement has been reached with the City of Coral Gables in a class action lawsuit styled as *Murrhee v. City of Coral Gables*, Case No. 13-20731 CA (13), in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.¹ The Subject Lawsuit, filed by Plaintiffs Robert Murrhee and Daryl Blakely, two retired City employees, on behalf of themselves and similarly situated Class Members, alleges, among other things, that a cost-of-living adjustment (COLA) should have been paid on January 1, 2013 to eligible recipients, pursuant to Section 50-230(c), Coral Gables Code. The lawsuit also seeks clarification regarding what conditions will trigger future COLAs. The City maintains that it did nothing wrong and alleges, among other things, that a COLA is prohibited by Florida law when the Retirement System does not have a surplus to fund the COLA (i.e., positive net Actuarial Experience). The Plaintiffs dispute this position. The Court has not decided who is correct.

A copy of the Settlement Agreement and other important documents related to the Settlement are available on the Settlement website at <http://coralgables.com/retirement>. The Court has not approved the Settlement. It will consider whether to approve the Settlement at a Final Approval Hearing scheduled on [DATE] at [TIME] at [LOCATION].

You are receiving this Notice because you have been identified as a possible Class Member. If you are a Class Member, and the Court approves the Settlement, you will be bound by the Settlement unless you exclude yourself from the Class. Therefore, you should carefully review this Notice. Your options are discussed in Section VI.

II. WHO IS COVERED?

If you fit within the following definition of the Class, the Settlement will affect your rights unless you affirmatively exclude yourself from the Settlement:

¹ All capitalized terms in this Notice are defined in ¶ 2 of the Agreement.

All persons who have been in receipt of benefits from the Coral Gables Retirement System, pursuant to Chapter 50, Article II, Coral Gables Code, for a full year preceding January 1, 2014, or their Designated Beneficiaries.

Pursuant to ¶ 2.21 of the Agreement, “Designated Beneficiaries” means any individual or estate that will receive benefits from the Coral Gables Retirement System, pursuant to Section 50-235, Coral Gables Code, upon the death of a plan participant that has been in receipt of benefits from the Coral Gables Retirement System, pursuant to Chapter 50, Article II, Coral Gables Code, for a full year preceding January 1, 2014.

If you received this notice by mail, your name probably is on the Class List, which identifies Class Members included in the Settlement. However, you are strongly encouraged to confirm whether you are a Class Member by visiting the Settlement website at <http://coralgables.com/retirement> and reviewing the Class List.

The Class will exclude anyone who requests to be excluded from the Settlement by following the procedures outlined below in Section VI of this Notice. If you request to be excluded, you will retain whatever individual rights you have, if any, regarding your benefits, but you will not receive the benefits of the Settlement, including the 2.975% and 0.25% COLAs, or be bound by its terms.

You should have received a notice about this lawsuit in March 2016, but the Class has been redefined since then. Therefore, if you submitted an exclusion request form after receiving the March 2016 notice, and you do not wish to participate in the Settlement, you must again request to be excluded by following the procedures outlined in Section VI.

III. WHAT DOES THE SETTLEMENT PROVIDE?

The Settlement Agreement, available at <http://coralgables.com/retirement>, explains the exact terms of the Settlement. Below is a summary of some of those terms.

A. 2013 and 2014 COLAs

Class Members who do not exclude themselves from the Settlement will be entitled to receive a permanent COLA of 2.975%, retroactive to January 1, 2013, and/or a permanent COLA of 0.25%, retroactive to January 1, 2014, depending on the date on which the Class Member began receiving retirement benefits. Class Members who began receiving retirement benefits on or before January 1, 2012 will be entitled to both the 2.975% COLA and the 0.25% COLA. Class Members who began receiving retirement benefits after January 1, 2012 but on or before January 1, 2013 will be entitled to only the 0.25% COLA. The COLA benefits, which are payable pursuant to the Settlement, will be paid both as a lump sum—as to those benefits which accrued from January 1, 2013 and January 1, 2014 to the date on which lump-sum benefits are paid or to the date on which a Class Member’s retirement benefits terminated (whichever is sooner)—and as monthly benefits thereafter until a Class Member’s retirement benefits terminate.

By illustration and example only, assume that a Class Member receives \$3,000.00 per month in retirement benefits, and that he or she will be entitled to both the permanent COLA of 2.975%, retroactive to January 1, 2013, and the permanent COLA of 0.25%, retroactive to January 1, 2014. If the Settlement is approved and the approval becomes final, the Class Member in the above example will receive a retroactive lump-sum payment in the amount of \$89.25 per month ($\$3,000.00/\text{month} \times 2.975\%$) for the time period from January 1, 2013 to December 31, 2013, and a lump-sum payment of \$96.97 per month ($\$89.25 + \$3,089.25 \times 0.25\%$) for the time period from January 1, 2014 to the date on which lump-sum benefits are paid. If, for instance, the lump-sum benefits are paid on April 30, 2018, the Class Member's lump-sum retroactive payment of COLA benefits (before taxes) will be \$6,113.44. In addition to the lump-sum payment, the Class Member in our example will begin receiving monthly retirement benefits of \$3,096.97, instead of \$3,000.00, starting on the first day after the lump-sum benefits are paid and continuing until the Class Member's retirement benefits terminate. Please note that the above example is only a representative illustration and is not intended to set forth what any Class Member actually will receive. As a mere illustration, it is not legally enforceable. Please review the Settlement Agreement to determine how the Settlement will affect you.

The 2.975% COLA and the 0.25% COLA represent half of the full COLAs which otherwise would be payable to Class Members if Plaintiffs prevailed in the lawsuit and were awarded all of the relief sought. Without the Settlement, if the City prevailed in the lawsuit, the COLAs would not be payable at all. In addition, even if Plaintiffs did prevail, the City probably would file an appeal, which would delay payment of the relief awarded by several years.

B. Alternative Dispute Resolution Mechanism for Future COLAs

For the fiscal year ending September 30, 2017, and each year thereafter, special procedures will apply to the determination of whether a COLA will be provided to Class Members. The Retirement Board will make an initial COLA determination based solely on the factors identified in the 2013 version of Section 50-230(c), Coral Gables Code, without regard to net Actuarial Experience. If the Retirement Board determines that Class Members should receive a COLA, and net Actuarial Experience is negative, the City Attorney may invoke a new procedure, referred to as the Alternative Dispute Resolution Mechanism, by requesting a hearing before the City Commission within 60 days of the Retirement Board's determination. Within 60 days of the City Attorney's request, the City Commission must hold a hearing. At the hearing, the City Commission in its sole discretion may, by a supermajority 4/5 vote, reject the Retirement Board's determination or reduce the amount of the proposed COLA. The City Commission will consider various factors, including whether the Retirement System has a surplus to fund the COLA, and can reject or reduce the COLA based on that factor alone. If the City Commission rejects or reduces the COLA, that decision will not be overturned unless it is arbitrary and capricious, and it will not be arbitrary and capricious if, for example, the Retirement System does not have a surplus to fund the COLA. These procedures will apply to Class Members only.

C. Release and Covenant Not to Sue

In exchange for the settlement benefits, the Subject Lawsuit will be dismissed and Class Members who do not exclude themselves from the Settlement will be deemed to provide to the City, the Retirement Board, and related parties a release and covenant not to sue. The release and covenant not to sue will preclude Class Members from asserting the released claims against the City, Retirement Board, and related parties in the future. The released claims include all claims, including unknown claims, that a Class Member may possess against the City, Retirement Board, and related parties that relate directly or indirectly to: (a) any claims or issues raised or which could have been raised in the lawsuit related to the COLA; (b) any claims or issues related to the facts alleged in the lawsuit related to the COLA; (c) any claims that the Class is entitled to any additional funds for COLAs with effective dates of January 1, 2012 through January 1, 2017; and (d) any claims against the City related to future COLAs once they have been granted, rejected, or reduced pursuant to the Alternative Dispute Mechanism set forth in ¶ 8.3 of the Agreement. However, if the Alternative Dispute Resolution Mechanism is terminated or is otherwise not complied with to determine future COLAs, claims related to entitlement to COLAs not yet finally determined pursuant to the Alternative Dispute Resolution Mechanism will not be released; and if any of the permanent 2.975% or 0.25% COLAs is not paid, claims related to the unpaid portion of such COLAs will not be released. In other words, by accepting and receiving the benefits of the Settlement, Class Members agree not to assert new claims against the City, Retirement Board, and related parties pertaining to the past and future COLA benefits that are being resolved by the Settlement.

The release and covenant not to sue, however, will not preclude a Class Member from contending that the calculation of his or her specific COLA benefits is incorrect, but it will preclude a Class Member from arguing that the formula is incorrect or unlawful and from contesting entitlement to COLA benefits. In addition, the City's obligations under the Settlement Agreement are not being released, which means that if the City does not comply with the Settlement Agreement, the Court could force the City to comply.

D. Attorneys' Fees and Costs

As part of the Settlement, the City has agreed to pay \$125,000.00 in full satisfaction of any obligation of the City and the Class Representatives for attorneys' fees and costs incurred by all counsel representing the Class in connection with the lawsuit. The payment of attorneys' fees and costs will not reduce the Class Members' settlement benefits.

IV. WHEN AND HOW WILL COLA BENEFITS BE PAID?

The COLA benefits will be paid thirty days after the Settlement Agreement becomes effective. If there are no challenges to the Settlement Agreement, it will become effective after the Court approves the Settlement and the deadline for challenging the Settlement expires. The Settlement Agreement requires the Plaintiffs and the City to seek final approval of the Settlement as quickly as possible. But the COLA benefits probably will not be paid until at least several months from now because of the many procedures that must be followed to obtain approval of a class action settlement under Florida law.

The lump-sum part of the COLA benefits and the permanent adjustment to monthly retirement benefits will be paid in the same manner as retirement benefits are customarily paid or accrued to each Class Member (which may include direct deposit). The 0.25% COLA will be applied to monthly retirement benefits after application of the 2.975% COLA. Additional details regarding the Effective Date of the Settlement Agreement, and payment of the COLA benefits, can be found in the Settlement Agreement at <http://coralgables.com/retirement>.

V. CAN THE SETTLEMENT BE TERMINATED?

The Settlement Agreement provides that under certain circumstances, the Settlement or certain provisions can be terminated by the Plaintiffs or the City. While it is neither the Plaintiffs' nor the City's intention to terminate the Settlement, the Agreement explains exactly when and how the Settlement or certain provisions can be terminated. Below is a summary of some of those termination rights and what happens if those rights are exercised.

A. Termination of Settlement

The Plaintiffs or the City may terminate the Settlement: (1) if a court enters an order in the Subject Lawsuit altering the Settlement Agreement in a way that materially and adversely affects its interest; or (2) if the lump-sum or permanent COLA benefits, or the release or covenant not to sue, are found by a court or agency to violate state or federal law and the Parties cannot agree on a replacement provision; and the City may terminate the Settlement (3) if more than three percent of Class Members exclude themselves from the Settlement.

If the Settlement is terminated for any of these reasons before any of the 2.975% and 0.25% COLAs have been paid, then the litigation will continue and the Parties will return to their respective positions immediately prior to negotiation and execution of the Settlement.

If the Settlement is terminated after any of the 2.975% and 0.25% COLAs have been paid, the COLAs will not be subject to repayment or disgorgement, and they will continue to be paid unless prohibited by state or federal law. The release and covenant not to sue will survive termination, except that claims related to COLAs not yet finally determined pursuant to the Alternative Dispute Resolution Mechanism and claims related to any part of the COLAs that will not be paid are not released. The Plaintiffs will be able to litigate those claims.

B. Termination of Alternative Dispute Resolution Mechanism

The Alternative Dispute Resolution Mechanism also is subject to termination. The City may terminate the Alternative Dispute Resolution Mechanism: (1) if a court or agency finds that a plan assumption relating to Future COLAs is required or that the Alternative Dispute Resolution Mechanism or Future COLAs do not comply with state or federal law; or (2) if a federal agency determines, as to a different retirement plan, that a benefit similar to the Future COLAs does not comply with federal law, and an expert in government pension law, hired by the Retirement System or the Parties, renders an opinion that the Future COLAs violate federal law.

If the Alternative Dispute Resolution Mechanism is terminated, it will no longer be subject to enforcement. The 2.975% and 0.25% COLAs will not be subject to repayment or disgorgement, and they will continue to be paid. The release and covenant not to sue will survive termination, except that claims related to COLAs not yet finally determined pursuant to the Alternative Dispute Resolution Mechanism are not released. The Plaintiffs will be able to litigate those claims.

The Parties designed the termination provisions so that Class Members keep any settlement payments they receive and retain the right to sue for any unpaid settlement benefits. In addition, the release and covenant not to sue remain effective, except as to any portion of the Agreement that is terminated so that a final resolution may be sought from the Court. Additional details regarding the Parties' termination rights can be found in the Settlement Agreement at <http://coralgables.com/retirement>.

VI. WHAT ARE MY OPTIONS?

Do Nothing. If you do nothing, and you are included on the Class List, you automatically will remain in the Class and will be legally bound by the Settlement Agreement. That means, among other things, that you will be entitled to receive the Settlement's COLA benefits and that you will release any claims against the City for additional funds for COLAs with effective dates of January 1, 2012 through January 1, 2017. This will not affect your possible entitlement to future COLA benefits pursuant to the Alternative Dispute Resolution Mechanism for fiscal year ending September 1, 2016 and each year thereafter, although you are not assured of any future COLA benefits.

Dispute Your Class Membership. If you are not included on the Class List but believe you should be, you must send a letter by First Class U.S. Mail to the following individuals on or before [DATE] (determined by postmark) explaining why you should be included in the Class:

CLASS COUNSEL
Ronald J. Cohen
Rice Pugatch Robinson Storfer & Cohen, PLLC
101 NE Third Avenue, Suite 1800
Ft. Lauderdale, Florida 33301

COUNSEL FOR THE CITY OF CORAL GABLES
Raoul G. Cantero
White & Case LLP
200 South Biscayne Boulevard, Suite 4900
Miami, Florida 33131

Failure to do so will constitute a waiver of your right to dispute your membership in the Class.

Exclude Yourself. If you decide not to participate in the Settlement, you must affirmatively exclude yourself by following the procedures specified below. You must follow these procedures even if you submitted an exclusion request form in March or April 2016. But

do not follow these procedures if you want to remain in the Class. If you exclude yourself, you will not be legally bound by the Settlement Agreement. That means, among other things, that you *will not* be entitled to receive the Settlement's COLA benefits and you *will not* release any claims against the City. You will have until the statute of limitations expires to file your own claims, if any, with regard to your COLA benefits. This notice is not intended to provide you with legal advice regarding excluding yourself from the Class. You may wish to consult your own legal counsel as to your rights if you decide to exclude yourself.

If you want to be excluded from the Class, you must:

- (A) Complete the enclosed Exclusion Request Form (Exhibit 1).
- (B) Send the form by First Class U.S. Mail, postage paid, to the Settlement Administrator at the following address:

SETTLEMENT ADMINISTRATOR
Kimberley V. Groome
Coral Gables Retirement System
405 Biltmore Way
Coral Gables, FL 33134

- (C) Mail the form no later than [DATE] (determined by postmark). If you do not mail your exclusion form so it is postmarked by [DATE], your request to exclude yourself from the Settlement will be deemed untimely, you will be deemed to have waived any request for exclusion, and you will be bound by all proceedings, orders, and judgments subsequently entered in the Subject Lawsuit.

Object to the Settlement. If you do not exclude yourself from the Class, you may object to any aspect of the Settlement by following the procedures specified below. Objections must be made in writing and follow these procedures or they will not be considered by the Court.

- (A) Draft your objection, which must include the following:
 - i. The full name and current address of the person or entity objecting;
 - ii. The title of the Subject Lawsuit (*Murrhee v. City of Coral Gables*, No. 13-20731 CA (13), Eleventh Judicial Circuit in and for Miami-Dade County, Florida);
 - iii. The reason(s) for the objection;
 - iv. Any evidence, briefs, motions, or other materials that the objector intends to offer in support of the objection; and
 - v. The signature of the objector.

- (B) File your objection and all supporting evidence, briefs, motions, and other materials with the Miami Dade Clerk of the Courts on or before [DATE] at 73 West Flagler Street Miami, Florida 33130.
- (C) Send your objection and all supporting evidence, briefs, motions, and other materials by First Class U.S. Mail to the following individuals on or before [DATE] (determined by postmark):

CLASS COUNSEL

Ronald J. Cohen
Rice Pugatch Robinson Storfer & Cohen, PLLC
101 NE Third Avenue, Suite 1800
Ft. Lauderdale, Florida 33301

COUNSEL FOR THE CITY OF CORAL GABLES

Raoul G. Cantero
White & Case LLP
200 South Biscayne Boulevard, Suite 4900
Miami, Florida 33131

Any Class Member who does not file an objection in the time and manner described above is forever barred from raising objections in the event that the Settlement is approved.

- (D) If you file an objection to the Settlement pursuant to the procedures set forth above, you may appear at the Final Approval Hearing described in Section VII and explain why the proposed Settlement is not fair, reasonable and adequate. If you elect to appear through your own attorney for the purpose of asserting an objection, you must do so at your own expense. You will not be heard at the Final Approval Hearing and no papers or briefs will be considered by the Court unless you comply with the procedures above.

VII. OTHER INFORMATION.

The Court will hold a Final Approval Hearing on [DATE] at [TIME] at [LOCATION] to consider, among other things, whether the Settlement and the benefits it provides to Class Members in exchange for dismissal of the lawsuit and for the release and covenant not to sue provided to the City, Retirement Board, and related parties, is reasonable, adequate, and fair and whether to finally approve the Settlement and enter a Final Judgment. You or your attorney, if you have one, may ask to appear and speak at the hearing at your own cost, but that is not required. The date, time, and location of the Final Approval Hearing also will be posted on the Settlement website at <http://coralgables.com/retirement>.

This Notice is a summary of the Settlement's terms. It does not discuss every term and may not even completely summarize the terms that it discusses. In addition, this Notice is not legally binding on the Parties. Please review the Settlement Agreement to determine how it will affect your rights. For more information, or to obtain a copy of the legally binding Settlement

Agreement, visit the Settlement website at <http://coralgables.com/retirement> or write Class Counsel at:

CLASS COUNSEL

Ronald J. Cohen

Rice Pugatch Robinson Storfer & Cohen, PLLC

101 NE Third Avenue, Suite 1800

Ft. Lauderdale, Florida 33301

In the event that there is a conflict between this Notice and the Settlement Agreement, the Settlement Agreement controls.

EXHIBIT 1

EXCLUSION REQUEST FORM

If you want to exclude yourself from the Class, you must complete this form and send it by First Class U.S. Mail, postage paid, to the following address by **[DATE]** (determined by postmark):

SETTLEMENT ADMINISTRATOR
Kimberley V. Groome
Coral Gables Retirement System
405 Biltmore Way
Coral Gables, FL 33134

* * *

I have received the Notice of Class Action Settlement, dated **[DATE]**, and do not wish to remain a member of the redefined Class, certified in the case of *Murhee v. City of Coral Gables*, No. 13-20731 CA (13), pending in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

I understand that by signing and mailing this form:

- I will not be entitled to any of the Settlement benefits, including the 2.975% and 0.25% COLAs;
- I will not be represented in this action as a member of the Class;
- I will not be bound by the Settlement or any judgment entered in this action; and
- I will retain my right to sue the City for the claims at issue in this case.

Please print:

Your name: _____

Address: _____

City, State, Zip Code: _____

Telephone: _____

E-mail address (if any): _____

Your signature: _____

Date: _____

IN THE CIRCUIT COURT OF THE 11TH
 JUDICIAL CIRCUIT, IN AND FOR
 MIAMI-DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO: 13-20731 CA (13)

ROBERT MURRHEE and DARYL
 BLAKELY, for themselves and on behalf of all
 others similarly situated,

)

Plaintiffs,)

)

vs.)

)

THE CITY OF CORAL GABLES,)

)

Defendant.)

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FINAL JUDGMENT

On September 18, 2017, Plaintiffs Robert Murrhee and Daryl Blakely, on behalf of themselves and all Class Members, and Defendant the City of Coral Gables executed a Class Action Settlement Agreement. As set forth in the Court’s Preliminary Approval Order, entered October 12, 2017, the Court preliminarily approved the Settlement, approved the form and manner of providing notice to Class Members, and set forth the procedures and deadlines for seeking final approval of the Settlement. Pursuant to the Preliminary Approval Order, the Parties have filed a joint motion for final approval of the Settlement (“Motion”). The Court, having considered the Motion, the record, and argument of counsel at the Final Approval Hearing on February 26, 2018, **ORDERS AND ADJUDGES** as follows:

BACKGROUND

1. On June 12, 2013, Plaintiffs Robert Murrhee and Daryl Blakely filed a putative class action against the City of Coral Gables, styled as *Robert Murrhee, et al. v. City of Coral*

EXHIBIT D

Gables, Case No. 13-20731 CA (13), in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. In the Subject Lawsuit, Plaintiffs sought a cost-of-living adjustment to their retirement benefits effective January 1, 2013, and clarification about exactly what conditions must be met to trigger a COLA in subsequent years.

2. The City disputes Plaintiffs' claims in the Subject Lawsuit and has denied, and continues to deny, any liability to Plaintiffs or any Class Member.

3. The Parties desire to settle the Subject Lawsuit to avoid the uncertainties and risks of trial, to avoid further expenses, inconveniences, and the distraction of burdensome and protracted litigation, and to obtain the covenants, releases, orders, and judgments contemplated by the Settlement Agreement; and as to Future COLAs, the Parties wish to establish an Alternative Dispute Resolution Mechanism to avoid future litigation, while the Alternative Dispute Resolution Mechanism remains in effect, and to settle and put to rest totally and finally the matters raised by the Subject Lawsuit.

4. All capitalized terms not defined in this Final Judgment shall have the meanings set forth in ¶ 2 of the Agreement. In the event of a conflict between the Settlement Agreement and the Final Judgment, the Settlement Agreement governs.

CLASS DEFINITION

5. On February 26, 2016, the Court certified a Class in the Subject Lawsuit by agreement of the Parties; appointed Robert Murrhee and Daryl Blakely to serve as Class Representatives; and appointed the law firms of Rice Pugatch Robinson Storfer & Cohen, PLLC and Phillips, Richard & Rind, P.A. to serve as Class Counsel.

6. The Preliminary Approval Order, in accordance with ¶ 3.1 of the Agreement, and pursuant to Florida Rule of Civil Procedure 1.220(d)(1), redefined the Class for purposes of the Settlement as follows:

All persons who have been in receipt of benefits from the Coral Gables Retirement System, pursuant to Chapter 50, Article II, Coral Gables Code, for a full year preceding January 1, 2014, or their Designated Beneficiaries.

Pursuant to ¶ 2.21 of the Agreement, “Designated Beneficiaries” means any individual or estate that will receive benefits from the Coral Gables Retirement System, pursuant to Section 50-235, Coral Gables Code, upon the death of a plan participant that has been in receipt of benefits from the Coral Gables Retirement System, pursuant to Chapter 50, Article II, Coral Gables Code, for a full year preceding January 1, 2014. The Class does not include anyone who opted out of the Settlement, pursuant to the procedures outlined in ¶ 5 of the Agreement, and as identified in the Notice of Class Action Opt-Out filed by Class Counsel or their designee, pursuant to ¶ 5.3 of the Agreement.

7. The Preliminary Approval Order confirmed that Robert Murrhee and Daryl Blakely would continue to serve as Class Representatives, and that the law firms of Rice Pugatch Robinson Storfer & Cohen, PLLC and Phillips, Richard & Rind, P.A. would continue to serve as Class Counsel.

NOTICE OF SETTLEMENT

8. The Preliminary Approval Order approved the form and manner of providing notice. It directed the Settlement Administrator and the Parties to send notices by U.S. First Class Mail to Class Members and to publish the Agreement and other important documents related to the Settlement on a website no later than fifteen (15) days from the date of the

Preliminary Approval Order. The Notice summarized the Settlement's terms and informed Class Members of their right to object to the Settlement and to appear at the Final Approval Hearing.

9. In addition, the Preliminary Approval Order directed the Settlement Administrator and the Parties to send a separate notice to deceased Class Members or the personal representative or executor of the estate of such deceased Class Member, if known. This separate notice explained that any personal representative or executor of a deceased Class Member's estate who believes that the estate is entitled to benefits under the Settlement must provide written notice to Counsel for the City and Counsel for the Plaintiffs identifying the estate and its entitlement to such benefits no later than 90 days from the date provided on the notice sent to the deceased Class Members.

10. An affidavit has been filed with the Court that confirms that the notices were mailed to all Class Members and deceased Class Members and that the important documents related to the Settlement were published on a website pursuant to ¶ 4 of the Agreement. *See* Affidavit of Kimberly V. Groome dated February 15, 2018.

11. The objection/opt-out period ended on January 2, 2018. No Class Members filed objections or comments indicating dissatisfaction with the Settlement. Only four individuals opted out. *See* Notice of Class Action Opt-Outs dated January 12, 2018.

12. The deadline for an estate of a deceased Class Member to claim benefits was January 22, 2018. Approximately 19 letters were received requesting benefits on behalf of deceased Class Members. These deceased Class Members or their estates were added to the Class List.

13. Of the nineteen requests, only four related to Deceased Class Members who had open estates. For the other fifteen Deceased Class Members, an estate either was never opened

or is currently closed. The Parties nonetheless have agreed to include all of the nineteen Deceased Class Members or their estates in the Class. As a result, these Deceased Class Members will receive settlement benefits pursuant to ¶ 8.1 and will be bound by the Settlement Agreement and Final Judgment, if entered. Settlement checks will be made payable to the Deceased Class Members or their estates and will be mailed, along with a cover letter, to the Deceased Class Member's last known address. The cover letter will explain that the checks will expire and the underlying funds will revert to the Trust Fund one hundred and ninety (190) days after such checks are issued. Upon the issuance and mailing of such checks, the City, the Retirement Board, the Class Representatives, and Class Counsel will be relieved of any further responsibility for COLA benefits to which the Deceased Class Member would be entitled under the Settlement Agreement. Furthermore, the City, the Retirement Board, the Class Representatives, and Class Counsel shall be deemed released from liability arising from or relating to the presentation of such checks for payment.

14. Since the Court's entry of the Preliminary Approval Order, nine Class Members have passed away. Other Class Members may pass away before the Lump-Sum Payment Date. The Parties have agreed to permit these Deceased Class Members to remain in the Class. As a result, these Deceased Class Members will receive settlement benefits pursuant to ¶ 8.1 and will be bound by the Settlement Agreement and Final Judgment, if entered. Settlement checks will be made payable to the Deceased Class Members or their estates and will be mailed, along with a cover letter, to the Deceased Class Member's last known address. The cover letter will explain that the checks will expire and the underlying funds will revert to the Trust Fund one hundred and ninety (190) days after such checks are issued. Upon the issuance and mailing of such checks, the City, the Retirement Board, the Class Representatives, and Class Counsel will be

relieved of any further responsibility for COLA benefits to which the Deceased Class Member would be entitled under the Settlement Agreement. Furthermore, the City, the Retirement Board, the Class Representatives, and Class Counsel shall be deemed released from liability arising from or relating to the presentation of such checks for payment.

FINAL APPROVAL OF SETTLEMENT

15. Class Counsel have represented the Class adequately, conducting substantial discovery, investigations, and negotiations. After considering the benefits of the Settlement and the risks of litigation, Class Counsel have concluded, as has this Court, that it is in the best interest of Plaintiffs and the Class Members to enter into the Settlement Agreement. Plaintiffs and Class Counsel agree that the Settlement is fair, reasonable, and adequate with respect to the interests of Plaintiffs and the Class Members, and that it should be approved by the Court pursuant to Florida Rule of Civil Procedure 1.220.

16. The Court has reviewed the terms of the Settlement Agreement and finds that the Settlement is fair, reasonable, and adequate under the circumstances of this case, and that its terms are in the best interests of the Class. Accordingly, the Settlement and Agreement are approved, the Agreement's terms are incorporated in this Final Judgment, and the Parties shall perform pursuant to its terms. In evaluating the proposed Settlement, the Court considered a variety of factors and makes the following findings:

- Robert Murrhee and Daryl Blakely are adequate Class Representatives, and treatment of the Subject Lawsuit as a class action, with the Class defined in the Preliminary Approval Order, is appropriate, proper, and satisfies the criteria set forth in Florida Rule of Civil Procedure 1.220;

- The Notice provided was the best practicable under the circumstances and satisfied Florida Rule of Civil Procedure 1.220(e) and the requirements of due process;
- The Settlement Agreement is the product of informed and extensive arm's-length negotiations by experienced Class Counsel acting for the benefit of the Class, and it falls within the range of possible approval;
- Adequate discovery has been conducted over the past four years of litigation for the purpose of determining the reasonableness of the Settlement and the strengths and weaknesses of the Parties' claims and positions;
- The terms of the Settlement provide substantial and immediate benefits to the Class, particularly when considered against the uncertainty of continued litigation;
- Lead Class Counsel is an experienced trial practitioner with substantial experience in class action litigation and recommended approval of the Settlement Agreement;
- The future expense and likely duration of the litigation, which would likely include appellate proceedings, supports approval of the Settlement;
- There were no objections to the Settlement, which is indicative of its adequacy and supports a determination that it should be approved; and
- Nothing indicates an absence of good faith between Plaintiffs and the Defendant regarding the Settlement Agreement.

CLASS RELIEF

As is more fully set out in ¶ 8 of the Settlement Agreement, the terms and conditions of which are incorporated into this Final Judgment, the Class Members are entitled to the following relief.

17. Class Members will be entitled to receive a permanent COLA of 2.975%, retroactive to January 1, 2013, and/or a permanent COLA of 0.25%, retroactive to January 1, 2014, depending on the date on which the Class Member began receiving retirement benefits. Class Members who began receiving retirement benefits on or before January 1, 2012 will be entitled to both the 2.975% COLA and the 0.25% COLA. Class Members who began receiving retirement benefits after January 1, 2012 but on or before January 1, 2013 will be entitled to only the 0.25% COLA.

18. The Settlement's COLA benefits will be paid thirty days after the Effective Date of the Settlement Agreement. The retroactive part of the COLA benefits will be paid in a lump sum, and the prospective part of the COLA benefits will be paid as a permanent adjustment to Class Members' monthly retirement benefits. COLA benefits paid pursuant to the terms of the Settlement Agreement shall be paid in the manner that a Class Member customarily receives his or her retirement benefits (including by direct deposit). If a Class Member is entitled to both the 2.975% COLA and the 0.25% COLA, the 0.25% COLA will be applied to the Class Member's monthly retirement benefits after application of the 2.975% COLA.

19. Settlement checks issued pursuant to ¶ 8.1.1(1) or ¶ 8.1.2(1) of the Agreement to a Class Member who customarily receives his or her retirement benefits by check, that are not cashed or deposited by a Class Member, will expire and the underlying funds will revert to the Trust Fund one hundred and ninety (190) days after the date on which the checks are issued. The

Settlement Administrator shall send a notice to Class Members notifying them of the expiration and reversion date one hundred and sixty (160) days after the date on which the checks are issued. In the event a settlement check is returned to the Settlement Administrator by the U.S. Post Office due to a faulty or expired address for a Class Member, the Settlement Administrator will use his or her best efforts to obtain a correct address for such Class Member and resend such settlement check.

20. The Parties agree that the City Code shall be amended to incorporate by reference the Alternative Dispute Resolution Mechanism outlined in ¶ 8.3 of the Agreement for the determination of Future COLAs for Class Members.

APPLICABILITY

21. This Final Judgment is applicable to and binding on the Defendant and all Class Members (except those individuals who excluded themselves from the Class), their current or former agents, employees, predecessors-in-interest and/or title, successors-in-interest and/or title, heirs, and assigns. As is more fully set out in ¶ 10 of the Settlement Agreement, this Final Judgment dismisses with prejudice the Class Members' claims against the Defendant, with the Court retaining jurisdiction to reinstate this action under the circumstances set forth in the Settlement Agreement and to interpret and enforce the Settlement Agreement, and with the Parties to bear their own attorneys' fees, costs, and other expenses, except as provided otherwise in ¶ 8.5 of the Settlement Agreement and herein.

22. In the Preliminary Approval Order, the Court found that the Class List attached as Exhibit A to the Settlement Agreement was represented to be a complete and accurate list of all Class Members. Since then, the Parties have revised the Class List to include nineteen deceased Class Members or their estates whose relatives submitted requests for Settlement benefits; and to

exclude four individuals identified on the Notice of Class Action Opt-Out filed by Class Counsel.

23. The Court finds that the individuals and estates identified on the revised Class List, filed on February 16, 2018 make up the Class and shall be bound by this Final Judgment. In the event it is determined that a legitimate Class Member did not receive the Notice of this Settlement because such Class Member was not identified on the Class List, such Class Member promptly will be sent such Notice and the Class List will be amended to include such Class Member.

24. Except as otherwise provided in ¶¶ 7 and 10 of the Settlement Agreement, this Final Judgment is intended by the Parties and the Court to be *res judicata* and to prohibit and preclude any prior, concurrent, or subsequent litigation brought individually, or in the name of, and/or otherwise on behalf of the Plaintiffs or the Class Members against the Defendant or the other Released Parties with respect to any and all claims, demands, actions, suits, and causes of action that have been brought or could have been brought, now accrued or hereafter accruing, currently pending or were pending, whether known or unknown, suspected or unsuspected, asserted or unasserted, under or pursuant to any statute, regulation, common law, or equity, that arise or relate in any way, directly or indirectly, to: (a) any claims or issues raised or which could have been raised in the Subject Lawsuit related to the COLA; (b) any claims or issues related to the facts alleged in the Subject Lawsuit related to the COLA; (c) any claims that the Class is entitled to any additional funds for COLAs with effective dates of January 1, 2012 through January 1, 2017; and (d) any claims related to future COLAs once they have been granted, rejected, or reduced pursuant to the procedures set forth in ¶ 8.3 of the Agreement. Provided, however, that nothing in ¶ 10 of the Settlement Agreement or this Final Judgment is intended to

or shall be construed as releasing any Party of his or, her, or its respective retroactive and prospective obligations under the Settlement Agreement or this Final Judgment, or otherwise preclude any Party or Class Member from seeking this Court's enforcement of the Settlement Agreement and this Final Judgment. In addition, if the Alternative Dispute Resolution Mechanism is terminated pursuant to ¶ 7 or is otherwise not complied with to determine future COLAs, claims related to entitlement to COLAs not yet finally determined pursuant to the Alternative Dispute Resolution Mechanism shall not be released; if any of the permanent 2013 Relief or 2014 Relief set forth in ¶¶ 8.1.1(1) or 8.1.2(2) is not paid, claims related to the permanent portion of the 2013 Relief and 2014 Relief that is not paid shall not be released; and the release shall not preclude a Class Member from arguing or challenging his individual calculation of COLA benefits is incorrect due to errors made by the Retirement System Administrator for the Retirement System, but it will preclude a Class Member from arguing that the formula is incorrect or not compliant with applicable law and from contesting entitlement to COLA benefits.

25. Except as otherwise required for the purpose of seeking construction and enforcement of the Settlement Agreement and this Final Judgment, and except as otherwise provided in ¶ 7 and ¶ 10 of the Agreement, Plaintiffs and all Class Members, individually and on behalf of their affiliates, agents, successors, and assigns, are deemed to have covenanted not to sue, institute, or instigate any legal, equitable, or administrative proceedings against the Defendant or the Released Parties for any Released Claims, as is more fully set out in ¶ 10 of the Settlement Agreement.

26. Except as otherwise required for the purpose of seeking construction and enforcement of the Settlement Agreement and this Final Judgment, and except as otherwise

provided in ¶ 7 and ¶ 10 of the Agreement, each Class Member is barred and permanently enjoined from amending the Subject Lawsuit or prosecuting any action in state or federal court against the Defendant or the Released Parties with respect to any Released Claims, as is more fully set out in ¶ 10 of the Settlement Agreement. This prohibition shall not apply, however, to any individual who has excluded himself or herself from the Settlement pursuant to the opt-out provisions of the Settlement Agreement.

ATTORNEYS' FEES AND COSTS

27. Pursuant to ¶ 8.5 of the Settlement Agreement, the City has agreed to pay Class Counsel one hundred and twenty-five thousand dollars (\$125,000) in full satisfaction of any obligation of the City and the Class Representatives for attorneys' fees and costs incurred by all counsel representing the Class in connection with the Subject Lawsuit, irrespective of the number of attorneys or Class Counsel who file fee petitions or claim fees. This will not reduce the relief to which Class Members are entitled.

28. The Preliminary Approval Order directed Class Counsel to provide notice of the Settlement and the Final Approval Hearing to all known attorneys who provided services to the Class in the Subject Lawsuit so that the Court could adjudicate any claims for attorneys' fees and costs at the Final Approval Hearing. An affidavit has been filed with the Court confirming that notice has been provided. *See* Notice of Filing, dated February 15, 2018.

29. Class Counsel has filed a motion for final award and approval of attorneys' fees and costs ("Motion for Attorneys' Fees and Costs"). No other petitions for fees or costs has been filed.

30. The Court has been advised that Class Counsel has been paid attorneys' fees and costs from third parties. In addition to those attorneys' fees and costs paid to Class Counsel from

such third parties, Class Counsel shall be paid additional Attorneys' Fees and Costs by the City in the amount of \$125,000.00. The Court finds that the Attorneys' Fees and Costs are reasonable.

TERMINATION RIGHTS

31. Pursuant to the Agreement, there are several ways in which the Parties may terminate the Settlement or certain provisions of the Agreement.

32. As is more fully set forth in ¶ 7 of the Agreement, in the event that the Agreement is not finally approved, or is terminated pursuant to ¶¶ 7.1, 7.2, or 7.4 before payment of any 2013 Relief or 2014 Relief, the Settlement and Agreement shall be null and void and of no further force and effect; this Order and any other orders entered pursuant to the Agreement shall be vacated; to the extent the Subject Lawsuit has been dismissed, it shall be reinstated; the Parties shall be returned to their respective positions and statuses immediately prior to negotiation of the Settlement and execution of the Agreement; nothing stated in the Agreement or this Preliminary Approval Order shall be deemed or construed to be an admission or confession of any fact, matter or proposition of law; the Settlement and all negotiations, proceedings, documents prepared and statements made in connection with it shall be without prejudice to any Party and shall not be used in any manner for any purpose, including to justify or support the notion that the Subject Lawsuit should be certified for class action treatment; and none of the Parties shall forfeit or waive any factual or legal defense or contention in the Subject Lawsuit.

33. As is more fully set forth in ¶ 7 of the Agreement, in the event that the Agreement is terminated pursuant to ¶ 7.4 of the Agreement after payment of any 2013 Relief or 2014 Relief, any 2013 Relief or 2014 Relief that has been paid will not be subject to repayment or

disgorgement; the permanent portion of the 2013 Relief and 2014 Relief will continue to be paid, unless prohibited by state or federal law; all releases and covenants provided for in ¶ 10 of the Agreement shall survive termination and shall be neither affected nor prejudiced in any way, except that claims related to entitlement to COLAs not yet finally determined pursuant to the Alternative Dispute Resolution Mechanism and claims related to 2013 Relief and 2014 Relief that will not be paid are not released, compromised, or subject to ¶ 10; the Parties retain all rights and arguments regarding claims related to entitlement to COLAs not yet finally determined pursuant to the Alternative Dispute Resolution Mechanism and claims related to 2013 Relief and 2014 Relief that will not be paid; Class Members may litigate such claims by seeking reinstatement of the Subject Lawsuit, or by commencing a new lawsuit, if the termination date occurs within four (4) years of the Lump-Sum Payment Date, or by commencing a new lawsuit, if the termination date occurs after four (4) years of the Lump-Sum Payment Date, with the City waiving any defense to such claims under the statute of limitations or laches if they are brought within four (4) years of the termination date; and ¶ 11 of the Agreement shall survive termination and shall be neither affected nor prejudiced in any way.

34. As is more fully set forth in ¶ 7 of the Agreement, in the event that the Alternative Dispute Resolution Mechanism is terminated pursuant to ¶¶ 7.7 or 7.8 of the Agreement, ¶¶ 8.3 and 12.1 of the Agreement shall be of no further force and effect and shall not be subject to enforcement by the Parties; the 2013 Relief and 2014 Relief provided for in ¶¶ 8.1 and 8.2 will continue to be paid and will not be subject to repayment or disgorgement; all releases and covenants provided for in ¶ 10 shall survive termination of the Alternative Dispute Resolution Mechanism and shall be neither affected nor prejudiced in any way, except that claims related to entitlement to COLAs not yet finally determined pursuant to the Alternative Dispute Resolution

Mechanism are not released, compromised, or subject to ¶ 10; the Parties retain all rights and arguments regarding claims related to entitlement to COLAs not yet finally determined pursuant to the Alternative Dispute Resolution Mechanism; Class Members may litigate such claims by seeking reinstatement of the Subject Lawsuit, or by commencing a new lawsuit, if the termination date occurs within four (4) years of the Lump-Sum Payment Date, or by commencing a new lawsuit, if the termination date occurs after four (4) years of the Lump-Sum Payment Date, with the City waiving any defense to such claims under the statute of limitations or laches if they are brought within four (4) years of the termination date; and ¶ 11 of the Agreement shall survive termination and shall be neither affected nor prejudiced in any way.

DISCLAIMER OF ADMISSIONS

35. This Final Judgment is entered as a result of the Settlement Agreement. The Settlement Agreement and this Final Judgment are not intended to and shall not be construed as an admission or finding, express or implied, of any fault or wrongdoing by the Defendant, or that Plaintiffs' claims are not valid.

DISMISSAL WITH PREJUDICE

36. Pursuant to the Settlement Agreement, this action is hereby dismissed with prejudice. Provided, however, such dismissal shall be subject to ¶¶ 7 and 10 of the Settlement Agreement providing for reinstatement of this action under certain circumstances and shall not be res judicata or collateral estoppel as to those claims which are not released or finally resolved in accordance with ¶¶ 7 and 10 of the Settlement Agreement, which provisions are incorporated herein by reference.

37. The Miami Dade Clerk of the Courts is ordered to enter this Final Judgment in the Public Records for Miami Dade County, Florida.

38. The Defendant shall go hence without day, except as otherwise provided in the Settlement Agreement.

RETENTION OF JURISDICTION BY COURT

39. Notwithstanding anything contained herein to the contrary, the Court expressly retains jurisdiction over this action and the Parties and subject matter of this action, for the purpose of enforcing, construing, interpreting, and otherwise insuring compliance by the Parties with the Settlement Agreement and this Final Judgment. That includes, but is not limited to, resolving any dispute as to whether an individual is or should be a member of the Class and entering orders as may be necessary or reasonably required in connection with the performance of the Agreement.

DONE and ORDERED in Chambers in Miami-Dade County, Florida on February ____, 2018.

THE HONORABLE THOMAS J. REBULL
MIAMI-DADE CIRCUIT COURT JUDGE

Copies to: All counsel of record