

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

CIRCUIT CIVIL DIVISION

CASE NO.: 2024-010788-CA-01

EILEEN BICABA,

Plaintiff,

vs.

**KASSANDRA TIMOTHE, MARY
ESTIMÉ-IRVIN, and PIERRE FRANTZ
CHARLES,**

Defendants.

_____ /

CORRECTED COMPLAINT¹

Plaintiff, EILEEN BICABA, by and through undersigned counsel, hereby sues Defendants, KASSANDRA TIMOTHE, MARY ESTIMÉ-IRVIN and PIERRE FRANTZ CHARLES, for violations of Florida Statutes Chapter 286 (Florida's Sunshine Law) and a violation of Section 9 of the North Miami Charter (Citizens' Bill of Rights), and as grounds therefor states as follows:

PARTIES, JURISDICTION AND VENUE

1. This is an action for injunctive and equitable relief filed pursuant to Section 286.011(2), Florida Statutes and Section 9 of the North Miami Charter.
2. Plaintiff, EILEEN BICABA, is an individual, *sui juris*, a citizen of Miami-Dade County.
3. Defendant, Kassandra Timothe ("Timothe"), is an individual, *sui juris*, councilmember of the City of North Miami ("the City").

¹ Correcting a scrivener's error in paragraph 2 of the Complaint.

4. Defendant, Mary Estimé-Irvin (“Irvin”), is an individual, *sui juris*, a councilmember of the City.

5. Defendant, Pierre Frantz Charles (“Charles”), is an individual, *sui juris*, a councilmember of the City.

6. This Court has jurisdiction over Plaintiff’s claims based upon Section 286.011(2), Florida Statutes and Section 9(c) of the North Miami Charter.

7. Venue is proper in this judicial circuit because Defendants are located within Miami-Dade County, Florida.

8. All conditions precedent to this action have been performed, excused, or waived.

9. Plaintiff has retained the undersigned counsel and is obligated to pay reasonable costs for such legal services.

GENERAL ALLEGATIONS

10. On or about March 28, 2024, Plaintiff attended a meeting with Alix Desulme (the Mayor of North Miami), Rasha Cameau (the City Manager at the time) ("Cameau"), and the public works staff to discuss certain water infrastructure projects.

11. Following that meeting, Cameau reached out to Public Works Director, Wisler Pierre-Louis (“Pierre-Louis”) to set up a meeting to discuss performance issues in the Public Works department.

12. Shortly after Cameau reached out to Pierre-Louis to set up the meeting, Pierre-Louis on March 29, 2024, around 10:44 a.m., sent a text message to councilmember Charles asking to speak to him. Pierre-Louis and councilmember Charles then spoke over the phone around 2:04 p.m. for about 9 minutes.

13. Around 2:28 p.m. councilmember Charles contacted a third-party, Ringo Cayard (“Cayard”), about Pierre-Louis.

14. Councilmember Irvin also contacted Cayard and asked him to go to Cameau’s home to try and influence her decision to terminate Pierre-Louis.

15. Around 6:00 p.m., Cameau received a call from Cayard requesting an in-person meeting to discuss Pierre-Louis.

16. Cayard, who spoke on behalf of councilmembers Charles and Irvin, met with Cameau at her house and lobbied her to reprimand or demote Pierre-Louis instead of firing him. Cameau informed Cayard that she was not going to fire Pierre-Louis but that he needed to be able to communicate with him regarding issues within the Public Works department.

17. Around 6:08 p.m., Cameau also received a call from third-party, Larry Spring (“Spring”) on behalf of councilmember Timothe, to convince her not to terminate Pierre-Louis.

18. On or about April 2, 2024, Cameau attended a meeting with the HR Director to discuss her concerns with Pierre-Louis. A meeting was subsequently scheduled with Pierre-Louis.

19. Around 2:00 p.m., Cameau was contacted by the Vice Mayor to ask whether she was going to terminate Pierre-Louis. Cameau asked the Vice Mayor how she knew Cameau had a meeting with Pierre-Louis but the Vice Mayor declined to answer.

20. Cameau then set up a meeting with the Vice Mayor for later that day to go over the Memorandum and her intentions for her upcoming meeting with Pierre-Louis. The Vice Mayor then stated that it sounded like a communication problem.

21. On or about April 3, 2024, Cameau attended a meeting with Pierre-Louis, the City’s HR Director, and Chief of Staff where Cameau explained that there is a zero tolerance with staff contacting councilmembers to discuss personnel matters.

22. Cameau further explained that she had been contacted by third-parties on behalf of councilmembers and that she was feeling harassed.

23. During that meeting, Pierre-Louis stated that he did not contact anyone and emailed a statement to the effect.

24. On or about April 5, 2024, Cameau emailed Pierre-Louis to request a meeting. Within forty-five (45) minutes of sending that email, councilmember Irvin called Cameau demanding to know if her intention was to terminate Pierre-Louis.

25. While Cameau was on the phone with council member Irvin, Pierre-Louis spoke with councilmember Charles and tendered his resignation.

26. After Pierre-Louis tendered his resignation, Cameau inspected his city cell phone where she discovered he contacted councilmembers despite his statement otherwise.

27. On or about April 9, 2024 during a council meeting, councilmember Timothe made a last minute motion to terminate Cameau's employment contract.

28. City Attorney, Jeff Cazeau ("Cazeau"), advised that a written list of reasons for Cameau's dismissal must be cited in a resolution thirty (30) days before such removal, and that then a hearing must be held. See Section 18 of the North Miami Charter.

29. The council then held a vote on councilmember Timothe's motion, which passed by a 3-2 vote. Councilmembers Timothe, Irvin, and Charles all voted to fire Cameau.

30. Following the vote Cazeau again advised the council of the procedures required by Section 18 of the North Miami Charter, stating that Councilmembers Timothe, Irvin, and Charles must provide Cazeau with their list of reasons for the termination of the City Manager so that Cazeau could include those reasons in his drafting of the preliminary resolution.

31. During that council meeting on April 9, 2024, the decision was made to present the preliminary resolution during the next regularly scheduled council meeting (May 14, 2024).

32. However, on Friday, May 3, 2024, councilmembers Timothe, Irvin, and Charles called a special meeting for Tuesday, May 7, 2024 at 5:30 p.m. to present the preliminary resolution. The May 7, 2024 special meeting was to be held at 5:30 p.m., which was an inconvenient and irregular meeting time during rush hour traffic such that many members of the public could not attend.

33. The preliminary resolution, as drafted, provided very vague and generalized reasons for Cameau's termination.

34. At the May 7, 2024 special meeting, there was overwhelming opposition from the members of the public with approximately thirty-five (35) citizens speaking in opposition to the resolution and only five (5) citizens speaking in favor of the resolution.

35. Despite opposition from the public, the preliminary resolution to terminate Cameau was passed with a 3-1 vote with councilmembers Timothe, Irvin, and Charles all voting in favor of termination.

36. Cameau requested a hearing in writing on May 7, 2024, and that hearing was scheduled for June 4, 2024.

37. Prior to hearing and fully considering the issues raised at the June 4, 2024 hearing, councilmembers Timothe, Irvin, and Charles had already prepared and distributed a proposed final resolution terminating Cameau.

38. At the conclusion of Cameau's June 4, 2024 hearing, the proposed final resolution prepared by councilmembers Timothe, Irvin, and Charles was then passed by a 3-1 vote with councilmembers Timothe, Irvin, and Charles all voting in favor of termination.

39. At the conclusion of that June 4, 2024 hearing, councilmember Scott Galvin specifically stated on the record that "it's really too bad that there was not more concern put into making sure that the evidence, whatever it is, was made public, whether stated at the microphone, whether presented in writing with copies ahead of time, this is a very befuddling moment."

**COUNT I – INJUNCTION FOR VIOLATIONS OF FLORIDA’S SUNSHINE LAW
(Fla. Stat. §286.011)**

Plaintiff realleges and reavers the allegations contained in paragraphs 1-39 as though fully set forth herein.

40. Section 286.011(1) of Florida Statutes states:

All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision, except as otherwise provided in the Constitution, including meetings with or attended by any person elected to such board or commission, but who has not yet taken office, at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting. The board or commission must provide reasonable notice of all such meetings.

41. Section 286.011(2) of Florida Statutes states:

The minutes of a meeting of any such board or commission of any such state agency or authority shall be promptly recorded, and such records shall be open to public inspection. The circuit courts of this state shall have jurisdiction to issue injunctions to enforce the purposes of this section upon application by any citizen of this state.

42. "The [Sunshine] law aims to prevent '[t]he evil of closed door operation of government without permitting public scrutiny and participation,' and if any two or more public officials meet in secret to transact public business, they violate the Sunshine Law. *Transparency for Florida v. City of Port St. Lucie*, 240 So.3d 780, 784 (Fla. 4th DCA 2018) (quoting *City of Miami Beach v. Berns*, 245 So.2d 38, 41 (Fla. 1971)).

43. "A Sunshine Law violation occurs when officials 'discuss matters on which foreseeable action may be taken by that board or commission in clear violation of the purpose, intent, and spirit of the ... Sunshine Law.'" *Transparency for Florida*, 240 So.3d at 784 (quoting *Hough v. Stembridge*, 278 So.2d 288, 289 (Fla. 3d DCA 1973)).

44. "The Sunshine Law must be 'construed so as to frustrate all evasive devices,' and the law 'protect[s] the public from "closed door" politics'" *Transparency for Florida*, 240 So.3d at 784 (quoting *Sarasota for Responsible Gov't v. City of Sarasota*, 48 So.3d 755, 762 (Fla. 2010)). "Because the law must be construed to 'frustrate all evasive devices,' the Sunshine Law is implicated when a person other than a board member is used as a liaison among board members." *Transparency for Florida*, 240 So.3d at 784.

45. As detailed in paragraphs 10-26 herein, councilmembers Timothe, Irvin, and Charles engaged in discussions, personally and through liasons, to transact city business regarding the Public Works Director outside of a duly scheduled and noticed council meeting. Those discussions also violate Section 19 of the of the North Miami Charter which prohibits councilmembers from interfering with the City Manager's appointment or removal of personnel.

46. As detailed in paragraph 27-39 herein, Cameau was terminated as City Manager for the City of North Miami for vaguely-stated reasons based upon evidence which was never satisfactorily made public.

47. On Friday, May 3, 2024, councilmembers Timothe, Irvin, and Charles called a special meeting for Tuesday, May 7, 2024 at 5:30 p.m. to present the preliminary resolution. The May 7, 2024 special meeting was to be held at 5:30 p.m., which was an inconvenient and irregular meeting time during rush hour traffic such that many members of the public could not attend. This

does not constitute "reasonable notice." Fla. Stat. §286.011(1) ("The board or commission must provide reasonable notice of all such meetings.").

48. Based on the foregoing, and upon information and belief, councilmembers Timothe, Irvin, and Charles have violated or knowingly violated Florida's Sunshine Law.

49. "It is 'an irreparable public injury' to violate the Sunshine Law; thus, when an official has violated the Sunshine Law, it renders the official action void ab initio." *Florida Citizens Alliance, Inc. v. School Board of Collier County*, 328 So.3d 22, 27 (Fla. 2d DCA 2021) (quoting *Sarasota for Responsible Gov't*, 48 So.3d at 762); see also *Town of Palm Beach v. Gradison*, 296 So.2d 473, 477 (Fla. 1974) ("Mere showing that the government in the sunshine law has been violated constitutes an irreparable public injury so that the ordinance is void Ab initio.").

WHEREFORE, Plaintiff respectfully requests that the Court issue an injunction, finding that councilmembers Timothe, Irvin, and Charles violated or knowingly violated Florida's Sunshine law such that their official actions are null and void, enjoining councilmembers Timothe, Irvin, and Charles from further violations of Florida's Sunshine law, and otherwise enforcing the provisions of Fla. Stat. 286.011, together with any further relief the Court deems just and proper.

**COUNT II – DECLARATORY RELIEF FOR VIOLATION
OF THE CITIZENS' BILL OF RIGHTS
(North Miami Charter, Section 9)**

Plaintiff realleges and reavers the allegations contained in paragraphs 1-39 as though fully set forth herein.

50. Section 9(a)(6) of the North Miami City Charter states that "Copies of proposed ordinances or resolutions shall be made available at a reasonable time prior to the hearing, unless the matter involves an emergency ordinance or resolution."

51. On Friday, May 3, 2024, councilmembers Timothe, Irvin, and Charles called a special meeting for Tuesday, May 7, 2024 at 5:30 p.m. to present the preliminary resolution. The May 7, 2024 special meeting was to be held at 5:30 p.m., which was an inconvenient and irregular meeting time during rush hour traffic such that many members of the public could not attend.

52. Upon information and belief, the preliminary resolution was first made available on May 3, 2024.

53. Less than four (4) days' notice of the proposed preliminary resolution is not a "reasonable time prior to the hearing."

54. It is clear that the matter did not involve any emergency.

55. Based on the foregoing, and upon information and belief, councilmembers Timothe, Irvin, and Charles have violated the Citizens' Bill of Rights.

56. As the proposed preliminary resolution was already set to be heard at the regularly scheduled meeting on May 14, 2024, there was no reason for councilmembers Timothe, Irvin, and Charles to call the May 7, 2024 special meeting with merely four (4) days' advance notice.

57. Based on the foregoing, and upon information and belief, councilmembers Timothe, Irvin, and Charles willfully violated the Citizens' Bill of Rights such that their office or employment is forfeit. See North Miami Charter, Section 9(c).

WHEREFORE, Plaintiff respectfully requests a declaratory judgment that councilmembers Timothe, Irvin, and Charles violated, or willfully violated, Section 9 of the North Miami Charter such that their office or employment is forfeit, together with such other relief deemed just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury for all issues so triable as a matter of law.

DATED: June 12, 2024.

Respectfully Submitted,

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By: _____

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