



MIAMI-DADE COMMISSION ON HUMAN RIGHTS
111 NW 1 Street, 21st Floor, Miami, FL 33128
P. (305) 375-2784 F. (305) 375-2114
ofep@miamidade.gov
www.miamidade.gov/humanrights

VIA EMAIL at nmbmgr@citynmb.com

City of North Miami/Darvin Williams
17011 NE 19th Avenue City Hall, 4th Floor
North Miami Beach, FL 33162

PERSON FILING CHARGE
Carolina Matamoros

DATE OF ALLEGED VIOLATION
6/26/2026

CHR CHARGE No.
L-12804

NOTICE OF CHARGE OF DISCRIMINATION

YOU ARE HEREBY NOTICED that the enclosed charge of (a) ☐ housing; (b) ☐ public accommodations; (c) ☒ employment; (d) ☐ family leave; (e) ☐ domestic violence leave discrimination has been filed against your company or organization with the Miami-Dade Commission on Human Rights, under Chapter 11A, Code of Miami-Dade County, as amended (Chapter 11A).

THE MIAMI-DADE COMMISSION ON HUMAN RIGHTS ("CHR"): is a civil rights enforcement agency upholding Chapter 11A, which prohibits discrimination. It is a neutral fact-finding agency, which does not represent or promote either party to a charge. A copy of Chapter 11A may be obtained at www.municode.com.

MEDIATION: The CHR offers mediation, which gives parties an opportunity to resolve the issues of the charge in a voluntary and informal manner without extensive investigation or expenditures of resources. Mediation is not a forum for reaching a determination and therefore, does not constitute an admission of guilt. If you are agreeable to participating in a Mediation Conference, please complete the enclosed Invitation to Mediate form and email it to ofep@miamidade.gov or contact the CHR at (305) 375-2784.

PRE-DETERMINATION CONCILIATION: After reviewing the charge and information obtained during the investigation, the CHR may determine that the involved parties could benefit from Pre-Determination Conciliation and inquire if the parties would be interested. If the Pre-Determination Conciliation is unsuccessful, the case is returned to the Investigative Unit for completion of the investigation. Upon completion of the investigation, a determination will be issued related to probable cause.

REQUEST FOR INFORMATION: Please submit your response to the enclosed Request for Information (RFI) **within twenty (20) days** of the receipt of this notice **via email at ofep@miamidade.gov**. If you believe that you do not have the requisite number of employees it is important that you answer question #1 in the RFI and provide relevant documentation. If it is determined that your organization is not covered, the case will be closed. Also complete the enclosed Affidavit to Authenticate Documents (Affidavit) and submit it along with any documents you provide to the CHR. You are advised that failure to provide the requested information may result in either adverse findings or the CHR may invoke its subpoena and enforcement powers. Please note that this is an initial investigative inquiry and that additional information may be requested in the future. Any requests for extensions to the RFI should be emailed as soon as possible to ofep@miamidade.gov.

PRE-DETERMINATION CONCILIATION: After reviewing the charge and information obtained during the investigation, the CHR may determine that the involved parties could benefit from Pre-Determination Conciliation and inquire if the parties would be interested. If the Pre-Determination Conciliation is unsuccessful, the case is returned to the Investigative Unit for the completion of the investigation.

RETALIATION: You are advised that it is illegal to retaliate against any person for filing a complaint, testifying, assisting, or participating in an investigation, proceeding, or hearing on an alleged unlawful practice.

INVESTIGATIVE AUTHORITY: Section 11A-28(4)(a) states that the CHR shall have access to documents and other evidence relevant to the complaint and in furtherance of the investigation. Additionally, Section 11A-28(5)(g) states that misleading or false statements of fact or failure to provide or falsification of evidence may incur a fine of not more than five hundred dollars (\$500.00) or imprisonment of not more than sixty (60) days or both.

Enclosures: Charge, RFI, Invitation to Mediate and Fact Sheet, Affidavit, Consent to Conduct Business Electronically

Date

July 29, 2026

Erin A. New, Division Director
Human Rights & Fair Employment
People & Internal Operations

Signature

Erin A. New

Miami-Dade Commission on Human Rights
111 NW 1 Street, 21st Floor Miami, Florida 33128
T: (305) 375-2784 F: (305) 375-2114

Date Stamp (CHR Use Only)

CHARGE OF EMPLOYMENT DISCRIMINATION		CHR No. L-12804	
Name (Indicate Mr. or Ms.) Carolina Matamoros		E-Mail Address Carolina_Matamoros@outlookcom	
Street Address [REDACTED]		Date of Birth 02/27/1988	
City, State, and Zip Code [REDACTED]		Telephone Number 786-768-0396	
List the employer, labor organization, employment agency, apprenticeship committee, or other entity who discriminated against you.			
Name City of North Miami Beach/Darvin Williams	Number of Employees 5+	Telephone Number 305-948-2918	
Street Address (Location in Miami-Dade) 17011 NE 19th Avenue City Hall, 4th Floor	City, State and Zip Code North Miami Beach, FL 33162		
CAUSE OF DISCRIMINATION BASED ON - Check appropriate box(es) ☒ RACE ☐ COLOR ☐ SEX ☐ PREGNANCY ☐ RELIGION ☐ DISABILITY ☐ AGE ☐ NATIONAL ORIGIN ☒ RETALIATION ☐ MARITAL STATUS ☐ FAMILIAL STATUS ☐ SEXUAL ORIENTATION ☐ GENDER IDENTITY ☐ GENDER EXPRESSION		DATE MOST RECENT DISCRIMINATION TOOK PLACE (month, day, year) 6/26/2026	
The following is a statement of the facts, including pertinent dates, constituting the unlawful employment practice (If additional space is needed, attach extra sheets(s)): I am a Black/female. I was hired by the City of North Miami Beach on January 28, 2025, as a Constituent Services Aide. I reported to Bernice Fidelia-Morris ("Fidelia-Morris") until my termination on June 26, 2026. I began my employment with the City of North Miami Beach in January 2025 as a part-time Constituent Services Aide assigned to Mayor Michael Joseph ("Joseph"). From the beginning of my employment, I worked under an approved remote work arrangement. Whenever meetings, trainings, or official events required my presence, I reported to City Hall as directed. Throughout my employment, I successfully performed my duties, received no disciplinary action, no written counseling, and was never advised that my performance, remote work arrangement, or outside employment presented any concerns. In February 2026, Darvin Williams ("Williams") was hired as the City's new City Manager and requested an introductory meeting with me. During that meeting, we discussed my concurrent employment with the City of North Miami. I explained that I worked evenings and weekends to fulfill my responsibilities to both municipalities while supporting my children. After answering all of his questions, Williams expressly approved my remote work arrangement. At no point did he indicate that my outside employment violated City policy, created a conflict of interest, required additional approval, or jeopardized my employment. He later referenced an email involving one of my North Miami supervisors, confirming his continued awareness of my outside employment, yet still raised no concerns. On May 27, 2026, Commissioner Fortuna Smukler unexpectedly contacted me directly regarding the Miami-Dade County League of Cities Gala (Exhibit B), despite having her own Constituent Services Aide, Sophia Lachapelle,			

and not customarily communicating with me on matters involving her office. Following Mayor Joseph's directives, I communicated his decision regarding the disposition of his ticket and copied the intended recipient for future updates. Commissioner Smukler removed the recipient from the email chain, copied City Manager Williams, and responded by criticizing the Mayor's decision, referencing personal disagreements with the proposed recipient, stating she had previously assisted him financially, and concluding that she had defended the Mayor's attendance only to be "proven wrong." Less than an hour later, Mr. Williams separately directed me to copy him on all future correspondence, citing prior discussions. I had never before received such a written directive, nor was it required of other legislative aides. This exchange marked a significant shift in the tone of communications toward me and preceded the personnel actions that followed.

On June 3, 2026, I officially filed as a candidate for North Miami City Council, District 3. Pursuant to the North Miami City Charter, I immediately took an unpaid leave of absence from my full-time position with the City, returned all City-issued property, ceased performing any work, and stopped receiving compensation while pursuing my candidacy. Within three days of my candidacy becoming public, my employment relationship with North Miami Beach changed significantly. On June 6, 2026, without prior discussion or indication of any concerns, Williams revoked my previously approved remote work arrangement and directed me to report to City Hall beginning June 22, 2026, citing operational needs, training, and staff coordination. This was the first time my remote work arrangement had been challenged after more than a year of successful employment.

At the same time, Sophia Lachapelle (Hispanic/female), Constituent Services Aide assigned to Commissioner Smukler, continued to work off-site from the North Miami Beach Public Library. To my knowledge, her work arrangement was known to City management and continued without allegations of policy violations, directives requiring her return to City Hall, or disciplinary action. Although we both served in legislative support roles, my previously approved remote work arrangement was revoked immediately after I became a candidate for public office while her off-site work arrangement remained in place. I believe this difference in treatment is relevant in evaluating whether similarly situated employees were treated differently.

Also on June 6, Williams directed me to complete an Outside Employment Disclosure Form and advised that I appeared to be out of compliance with City policy. This directive came despite the fact that he had personally discussed my outside employment with me months earlier, approved my remote work arrangement with full knowledge of that employment, and later referenced my employment with the City of North Miami in subsequent conversations.

When I stated that I did not have active outside employment, I was referring to my unpaid leave of absence from the City of North Miami, during which I was neither working nor receiving compensation. I had not informed Williams of my leave or my candidacy for elected office. Nevertheless, he referenced my leave status and asserted that I appeared to be in violation of City policy. Because I had never disclosed this information, I found his knowledge of my leave status noteworthy, as it was directly tied to my candidacy. The timing of his comments, along with the directives regarding my outside employment and remote work arrangement, led me to believe that my candidacy had become known within City management and may have influenced the actions that followed. I immediately complied with all directives, sought guidance from the Miami-Dade Commission on Ethics and Public Trust regarding the disclosure form, and submitted the completed form before the deadline.

Following the June 6 correspondence, communications toward me became increasingly admonishing and accusatory. When I asked whether Mayor Joseph had been informed of my changing work arrangement, given my direct service in his office, Williams stated that I was "in need of training," said it was inappropriate to question him about communications with elected officials, and instructed me to "govern yourself accordingly."

Based on the timing and sequence of events, I became concerned that the personnel actions taken against me were connected to my candidacy. As such, on June 8, 2026, I filed a complaint with the Miami-Dade Commission on Ethics and Public Trust requesting review of whether those actions implicated the County's Conflict of Interest and Code of Ethics Ordinance or Political Campaign Activities Ordinance.

The complaint documented that Williams was aware of my outside employment months before requiring disclosure paperwork; that my remote work arrangement had been approved before my candidacy; and that directives, allegations of noncompliance, references to my leave of absence, and revocation of my remote work arrangement occurred only after I became a candidate. I also disclosed that Commissioner Smukler serves as a director of The Estime-Irvin Foundation, Inc., an organization associated with my opponent, and that public campaign finance records later showed Mr. Williams made contributions supporting my opponent's political committee. I did not assert that these facts alone established wrongdoing, but I believed they were relevant to determining whether political considerations influenced the personnel actions taken against me.

Despite my full cooperation, the disciplinary process continued to escalate. On June 17, 2026, I requested clarification regarding my reporting location and work schedule before my required in-person work date of June 22 but did not receive a response until 1:38 p.m. on June 22, after I had already reported to work. Because the Mayor's Office was the only assigned workspace I had ever been provided, I reported there at 8:30 a.m. and began performing my duties. These actions were later characterized as misconduct.

On June 24, 2026, I received a Notice of Pre-Disciplinary Hearing with less than two days' notice, placing my employment at risk. My employment was terminated on June 26, 2026. Prior to these events, I had no disciplinary history, documented performance issues, or allegations of dishonesty, insubordination, ethical violations, or misconduct.

I believe Darwin Williams discriminated against me based on my race (Black) and retaliated against me by revoking my telework; requesting that I complete another outside employment form; and for terminating on my employment on June 26, 2026, after learning of my candidacy for public office with the City of North Miami.

I affirm that the above statement(s) including any attachment(s) are true to the best of my knowledge. I agree to cooperate fully with the Miami-Dade County Commission on Human Rights (CHR) in the processing of my charge, in accordance with their procedures.

SIGNATURE OF COMPLAINANT

DATE

Carolina Matamoros

28/07/26

Carolina Matamoros (Jul 28, 2026 18:22:32 EDT)

I began my employment with the City of North Miami Beach in January 2025 as a part-time Constituent Services Aide assigned directly to Mayor Michael Joseph. From the beginning of my employment, I worked under an approved remote work arrangement. Whenever meetings, trainings, or official events required my presence, I reported to City Hall as directed. Throughout my employment, I successfully performed my duties, received no disciplinary action, no written counseling, and was never advised that my performance, remote work arrangement, or outside employment presented any concerns.

After obtaining City records, I learned that the City had commissioned an internal investigation in February 2026. According to the investigators, employee interviews were conducted between February 4 and February 11, 2026, for the stated purpose of promoting "clarity and thorough understanding of compliance with ethical standards aligned for accountability and transparency among city employees and officials." The investigation was intended to examine potential violations of the City Charter by elected officials.

During my supervisor's (Bernice Morris) recorded interview, she was asked at the 40:25 minute mark whether she had observed any instance where the City Charter had not been followed. Rather than identifying a Charter issue, she discussed my employment with the City of North Miami. She questioned how I could be working "29 hours over here and 40 hours over there," suggested that I was being paid simultaneously by both municipalities, and implied that my dual employment was improper.

Later in that same interview, at approximately the 55:17 mark of the recording, Ms. Morris was asked about her interactions with the Interim City Manager. Rather than answering that question directly, she stated: "I'm gonna give a skeleton of SOPs because I'm not gonna give you the tasks that I make and then you're gonna kick me out ... and give it to somebody else, which was Carolina...it was supposed to be given to Carolina... I know everything. "

That statement was made under oath and was not true. There was never a plan to transition me into Ms. Morris's position or assign me her duties. In fact, in December 2023, before I became the Mayor's Constituent Services Aide, I turned down a different City position that would have involved responsibilities more closely aligned with Ms. Morris's role. Jacob Newman of the Human Resources Department has personal knowledge of that because he assisted with my application and was involved at the time.

Despite making all of these statements during the investigation, Ms. Morris never raised any concerns with me directly, never counseled me, never initiated discipline, and never advised me that my outside employment violated City policy. Throughout that time, I continued working under my approved remote work arrangement without any indication that my employment with North Miami presented a problem.

I also learned that the firm conducting the investigation submitted invoices reflecting multiple briefing sessions with City management while employee interviews were still

underway, followed by an additional meeting on February 13, 2026, before the investigative report was publicly released on February 16. Those invoices demonstrate that City leadership was receiving updates during the course of the investigation rather than only after it had concluded.

During the week of February 23, 2026, shortly after those management briefings that I was completely unaware of, I met with Mr. Williams for the first time in person. During that meeting, he specifically questioned me about my employment with the City of North Miami, asked how I balanced both positions, and approved my continued remote work arrangement after I explained my schedule. Months later, however, he stated that he did not become aware of my outside employment until May 2026. When viewed alongside the City's investigative timeline and management briefings, that later explanation appears inconsistent and raises questions about when Mr. Williams first became aware of my outside employment.

I also believe Ms. Morris's interview is relevant because it demonstrates that concerns about my outside employment were being discussed internally months before any disciplinary action was taken, yet no one—including Ms. Morris—ever addressed those concerns with me or suggested that I was violating any policy. It was only after I became a candidate for public office that my previously known outside employment became the basis for allegations of noncompliance, revocation of my remote work arrangement, disciplinary proceedings, and ultimately my termination on June 26, 2026.

Another issue that provides context to my employment concerns the way my time was reported. Because I served as the Mayor's Constituent Services Aide, my work schedule was not always predictable. My hours frequently changed based on evening meetings, community events, and assignments that popped up throughout the week. As a result, there were occasions when I was still performing work on Tuesday evenings, the last day of the payroll week, making it impossible to accurately submit my timesheet before the payroll deadline.

I discussed this issue with my supervisor, Bernice Morris. She advised me that, rather than waiting until all work had been completed, I should submit my timesheet reflecting my anticipated Tuesday hours that morning. She further instructed me that if my actual hours ultimately differed from what had been reported, either because I worked fewer hours or more hours than anticipated, I could simply “flex my time” on the following week's hours. Because these instructions came directly from my supervisor, I reasonably believed this was the City's accepted practice.

On May 27, 2026, Commissioner Fortuna Smukler unexpectedly contacted me directly regarding the Miami-Dade County League of Cities Gala. This communication was unusual because Commissioner Smukler had her own Constituent Services Aide, Sophia Lachapelle, and it was not customary for her to contact me directly regarding matters involving her office. After receiving direction from Mayor Joseph, I communicated his decision regarding the disposition of his ticket and copied the intended recipient so they would receive any future updates regarding attendance.

Commissioner Smukler removed the outside recipient from the email chain, copied City Manager Williams, and responded with a message expressing her dissatisfaction. Rather than directing her concerns to the Mayor, whose decision I had merely communicated, she criticized the disposition of the ticket, referenced personal disagreements she had with the proposed recipient, stated that she had previously helped him financially, and concluded by stating that she had defended the Mayor's attendance only to be "proven wrong." Less than one hour later, Mr. Williams emailed me separately directing that I copy him on all future correspondence and referenced prior discussions regarding that expectation. Prior to that exchange, I had never received a written directive requiring me to copy the City Manager on all correspondence, nor was that a requirement imposed on other legislative aides. This exchange marked a noticeable change in the tone of communications directed toward me and preceded the personnel actions that followed.

On June 3, 2026, I officially filed as a candidate for North Miami City Council, District 3. Pursuant to the North Miami City Charter, I immediately took an unpaid leave of absence from my full-time position with the City of North Miami, returned my identification badge and City-issued property, ceased performing work, and stopped receiving compensation from North Miami while I pursued my candidacy.

Within three days of my candidacy becoming public, my employment relationship with North Miami Beach changed dramatically. On June 6, 2026, without any prior discussion or indication that concerns existed, Mr. Williams revoked my previously approved remote work arrangement and directed me to report to City Hall beginning June 22. He cited operational needs, training, and coordination of legislative staff as the reasons for the change. This was the first time my remote work arrangement had been questioned after more than a year of successful employment.

At the same time, Sophia Lachapelle, the Hispanic Constituent Services Aide assigned to Commissioner Smukler, continued to work off-site from the North Miami Beach Public Library. To my knowledge, her work arrangement was known to City management and continued without allegations of policy violations, directives requiring her return to City Hall, or disciplinary action. Although we both served in legislative support roles, my previously approved remote work arrangement was revoked immediately after I became a candidate for public office while her off-site work arrangement remained in place. I believe this difference in treatment is relevant in evaluating whether similarly situated employees were treated differently.

Also on June 6, Mr. Williams directed me to complete an Outside Employment Disclosure Form and advised that I appeared to be out of compliance with City policy. This directive came despite the fact that he had personally discussed my outside employment with me months earlier, approved my remote work arrangement with full knowledge of that employment, and later referenced my employment with North Miami in subsequent conversations.

When I responded that I did not currently have active outside employment, I was referring to the fact that I was on an unpaid leave of absence and was no longer actively working or receiving compensation from the City of North Miami. I had not informed Mr. Williams that I had taken a leave of absence, nor had I advised him that I had filed as a candidate for elected office. Nevertheless, Mr. Williams specifically referenced my leave status and asserted that I appeared to be in violation of City policy. Because I had never disclosed my leave of absence or candidacy to him, I found his knowledge of my leave status to be a concern. To my knowledge, that information was directly connected to my candidacy for public office. The fact that my leave status became the subject of discussion, coupled with the timing of the directives concerning my outside employment and remote work arrangement, caused me to believe that my candidacy had become known within City management and may have influenced the actions that followed. I immediately complied with every directive, sought guidance from the Miami-Dade Commission on Ethics and Public Trust regarding the proper completion of the disclosure form, and submitted the completed form before the deadline.

Following the June 6 correspondence, the tone of communications directed toward me became increasingly admonishing and accusatory. When I asked whether Mayor Joseph had been informed that my work arrangement was changing, given that I served directly in his office, Mr. Williams responded that I was "in need of training," stated that it was inappropriate for me to question him regarding conversations with elected officials, and instructed me to "govern yourself accordingly."

Based upon the timing and sequence of these events, I became concerned that the personnel actions being taken against me were connected to my candidacy. On June 8, 2026, I filed a complaint with the Miami-Dade Commission on Ethics and Public Trust requesting that it review whether the actions occurring after my candidacy implicated the County's Conflict of Interest and Code of Ethics Ordinance and Political Campaign Activities Ordinance by Mr. Darvin Williams and Commissioner Fortuna Smukler. In my complaint, I documented that Mr. Williams had known about my outside employment months before directing me to complete disclosure paperwork, that my remote work arrangement had been expressly approved before my candidacy, and that the directives, accusations of noncompliance, references to my leave of absence, and revocation of my remote work arrangement all occurred only after I became a candidate. I also disclosed that Commissioner Smukler serves as a director of The Estime-Irvin Foundation, Inc., an organization associated with my opponent in the North Miami City Council election, and I later obtained public campaign finance records showing that Mr. Williams had made monetary contributions supporting my opponent's political committee. I believed they were relevant information for investigators evaluating whether political considerations intersected with the personnel actions taken against me.

Despite my full cooperation, the disciplinary process continued to escalate. I requested clarification regarding my reporting location and work schedule on June 17th before my order to report to work in person on June 22 and did not receive the necessary information until 1:38pm on June 22 after I had already reported to work. I had already

reported to the Mayor's Office at 8:30am that day because it was the only workspace I had ever been assigned and immediately began performing my duties. Nevertheless, these actions were later characterized as "misconduct" and "insubordination". On June 24, 2026, I received a Notice of Pre-Disciplinary Hearing providing me with less than two days' notice before a hearing that placed my employment in jeopardy. On Friday June 26, my employment was terminated. Prior to these events, I had no disciplinary history, no documented performance deficiencies, and no allegations regarding dishonesty, insubordination, ethics violations, or misconduct.

The termination caused significant financial hardship through the loss of my employment and income, damaged my professional reputation, and caused substantial emotional distress during an active campaign for public office. Allegations suggesting dishonesty, insubordination, or ethical misconduct have the potential to impair my future employment opportunities despite my repeated efforts to comply with every directive and seek guidance when needed.

Looking at these events as a whole, I believe the totality of these events are important. My outside employment was discussed internally months before I became a candidate for office, was the subject of questions during my February meeting with Mr. Williams, and never resulted in counseling, discipline, or any suggestion that I was violating City policy. My remote work arrangement remained approved during that time. Only after I filed as a candidate did the City revoke my remote work arrangement, question my previously known outside employment, accuse me of policy violations, reference my leave of absence related to my candidacy, initiate disciplinary proceedings, and ultimately terminate my employment. During that same period, Sophia Lachapelle, a Hispanic Constituent Services Aide performing comparable legislative support duties, continued working off-site without comparable scrutiny or discipline. I am submitting the attached documents to include the February investigation records, audio recording, investigators' invoices, correspondence, ethics filings, and public records for the Department's consideration in determining whether the totality of the evidence supports claims of retaliation, race discrimination, political discrimination, or a blend of them all.

Carolina Matamoros

Carolina Matamoros (Jul 28, 2026 18:22:32 EDT)

28/07/26

Miami-Dade Commission on Human Rights Mediation Fact Sheet

DEFINITION AND EXPLANATION

- The Miami-Dade Commission on Human Rights (CHR) schedules mediation conferences for new complaints of discrimination pursuant to Chapter 11A of the Miami-Dade County Code. Mediation is a process in which an impartial person, the mediator, helps the parties to resolve their dispute. The mediator may suggest ways of resolving the dispute but does not make any judgment.
- The purpose of the mediation conference is to provide for the exchange of concerns from both parties to work towards a possible resolution of the dispute. This informal conference is an opportunity for the complaining party and the employer (respondent) to resolve their dispute prior to the investigation.
- The CHR provides an impartial representative to 1.) Conduct the mediation process, 2.) Conduct onsite mediation of complaints in accordance with appropriate documents in accordance with all statutory and procedural requirements. All communications at the conference are confidential.

POSSIBLE OUTCOMES

1. The parties may enter into a Settlement Agreement prior to or during the conference. If the parties reach a settlement and execute a written agreement disposing of the dispute, the agreement is binding and enforceable in the same manner as any other written contract.
2. The mediator may declare that further efforts at mediation are no longer worthwhile. If the parties fail to resolve voluntarily the dispute, the case will be assigned to an investigator for a thorough investigation of the merits of the complaints. A finding will then be made based on an examination of the evidence.
3. The parties may complete the full mediation session, at which time a written declaration of either party will be made to the effect that the mediation proceedings are terminated.

PREPARING FOR A SUCCESSFUL CONFERENCE

COMPLAINANT

- It is suggested that you bring any information that you wish to present at the conference concerning the reason(s) you believe discrimination occurred. Limit your statements to the issues raised in your complaint.
- Be prepared to state what you are requesting from the respondent. An itemized statement of losses would be helpful. Be prepared to consider various ways to resolve the complaint.

RESPONDENT

- It is suggested that you bring any information which would support your position. Respondent's representatives must have the authority to settle and all persons necessary to the decision to settle should be present. They should have direct knowledge of the events and circumstances cited in the complaint. The names and addresses of such persons shall be communicated in writing to the CHR.

OTHER IMPORTANT POINTS

- Mediation sessions are private and confidential. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator.
- There shall be no stenographic record of the mediation process, and no person shall tape record any portion of the mediation session.
- If mediation efforts are not successful within thirty (30) days of the complaint being referred to the Mediation Specialist, the case will be forwarded to appropriate CHR personnel for investigation.
- Pursuant to Chapter 11A of the Miami-Dade County Code, it is an unlawful employment practice to retaliate or discriminate against a person who has opposed a discriminatory practice or who has made or filed a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this Chapter.

Miami Dade Commission on Human Rights

Invitation to Mediation Conference

RE: Carolina Matamoros v. City of North Miami Beach

CHR Charge No.: L-12804

☐ I agree to participate in a Mediation Conference.

I understand that the purpose of this conference is to provide an effective, timely and voluntary resolution of the charge of discrimination. I understand that the mediator(s) will assist the parties in resolving the dispute; and may make suggestions but will not make any judgment on the merits of the case and will not represent either party. I understand that I have the right to have an attorney represent me at the mediation conference if I so choose. I understand that if an agreement is reached, it will be put in writing and signed by both parties, and the case will be closed.

I agree that all matters discussed during the mediation are confidential, unless otherwise discoverable, and cannot be used as evidence in any subsequent administrative or judicial proceeding.

The parties agree not to subpoena the mediator(s) or compel the mediator(s) to produce any document provided by a party in any pending or future administrative or judicial proceeding. The mediator(s) will not voluntarily testify on behalf of a party in any pending or future administrative or judicial proceeding. The parties further agree that the mediator(s) will be held harmless for any claim arising from the mediation process.

☐ I do not believe that this matter can be resolved through Mediation.

I understand that if either party declines to engage in mediation or if the mediation is unsuccessful, the Miami-Dade Commission on Human Rights will issue a final determination related to probable cause.

Signature: _____

Date: _____

Printed Name: _____

Telephone Number: _____

REQUEST FOR INFORMATION

Carolina Matamoros v. City of North Miami Beach

CHR Charge No.: L-12804

- ☐ 1. Provide the name of the legal entity of your organization as registered under state law, giving the total number of employees, including part-time employees, and explain the nature and type of business conducted by your organization. If you have less than fifteen (15) employees, please submit copies of the Quarterly Wage and Tax Reports for the current and preceding calendar year.
- ☐ 2. Submit a written statement outlining your position to the allegation(s) raised in the enclosed charge of discrimination.
- ☐ 3. Submit copies of all written rules relating to employee duties, conduct, progressive discipline (if applicable), and discharge procedures. Have all employees been given copies of these rules? If not, explain how employees learn the content of the rules.
- ☐ 4. Supply copies of any and all performance evaluations and disciplinary actions in the personnel file of the charging party. Also submit a copy of the charging party's job description and requirements for the position.
- ☐ 5. What performance standard was the charging party expected to meet? What standards did the charging party fail to meet?
- ☐ 6. Submit a list of all employees discharged during the relevant period of **June 26, 2026 to July 28, 2026**. Identify each employee by name; race; date of hire; pay rate; position held; supervisor; date of discharge; reason for discharge; and prior disciplinary record.
- ☐ 7. Submit a list of all employees hired during the relevant period above. Identify each by name; race; date of hire; pay rate; position held; supervisor; date and reason of discharge (if applicable).
- ☐ 8. Submit a list of all employees who engaged in conduct similar to that for which the charging party was discharged, during the relevant period indicated above. Identify each by name; race; date of hire; pay rate; position held; description of conduct; date conduct occurred; penalty given; prior disciplinary record; and reasons for actions.
- ☐ 9. Provide copies of Outside Employment Disclosure submitted by Charging Party in 2025 and 2026.
- ☐ 10. Complete the enclosed **Affidavit to Authenticate Documents** and return it with the requested documents.

AFFIDAVIT TO AUTHENTICATE DOCUMENTS

State of Florida

County of _____

1. TRUE AND CORRECT COPIES

I (We),

[Name(s) of custodian(s) of records]

[Title(s) of such person(s)]

after being duly sworn, hereby attest the attached documents are true and correct copies of the originals maintained by

[Name of Respondent or entity keeping document(s)]

[Name of section(s) or division(s) maintaining record(s)]

[Signature of Custodian]

Sworn and subscribed before me this

_____ day of _____ 20_____

Public Notary

My Commission expires: _____

2. ACCURACY OF ORIGINAL DOCUMENT

I (We),

[Name of person(s) generating documents or person(s) familiar with events reflected in documents]

[Title(s) of such person(s)]

after being duly sworn, hereby attest that the originals of the attached documents accurately reflect the events on them.

[Signature of Custodian]

Sworn and subscribed before me this

_____ day of _____ 20_____

Public Notary

My Commission expires: _____

Pursuant to Section 11A-28(5)(f) of the Miami-Dade County Code, as amended, "[a]ny person who, with intent thereby to mislead the Commission or the Director, makes or causes to be made any false entry or statement of fact in any report,

account, record or other document submitted to the Commission pursuant to its subpoena or other record, or shall willfully neglect or fail to make or cause to be made full, true and correct in such reports, accounts, records or other documents, or shall willfully mutilate, alter, or by any other means falsify documentary evidence, may be fined by the County Court of Dade County, Florida not more than five hundred dollars (\$500) or imprisoned not more than sixty (60) days or both.”