

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

GENERAL JURISDICTION
DIVISION

CASE NO: _____

David Winker, a citizen of the City of Miami,
Plaintiff,

v.

City of Miami, a Florida Municipal Corporation
Defendant.

**COMPLAINT TO FORCE CITY OF MIAMI TO
COMPLY WITH CITY CHARTER**

This is an action requesting that this Court order the City of Miami to comply with its Charter. Plaintiff David Winker sues Defendant City of Miami and says as follows:

JURISDICTION, VENUE AND STANDING

1. Plaintiff David Winker is now, and at all times mentioned in this Complaint, a resident and citizen of the City of Miami.
2. Defendant City of Miami is a Florida municipal corporation in Miami-Dade County, Florida.
3. The Miami Citizens Bill of Rights (the "Miami Bill of Rights") provides that:

the City of Miami adopts the provisions of the Miami-Dade County Citizens' Bill of Rights as applied to municipal governments located within Miami-Dade County and guarantees the following additional rights to its Citizens:

To Be Governed By The Rule of Law. The City of Miami Charter is the Constitution of the City of Miami and the City shall abide by all of its express provisions.

4. This is an action within the general equity jurisdiction of this Court pursuant to Section C of the Miami Bill of Rights, which grants citizens a private cause of action for enforcement,¹ as follows:

Remedies for violations. Residents of the City shall have standing to bring legal actions to enforce the City Charter, the Citizens' Bill of Rights, and the Miami-Dade County Citizens' Bill of Rights as applied to the City. Such actions shall be filed in Miami-Dade County Circuit Court pursuant to its general equity jurisdiction and, if successful, the plaintiff shall be entitled to recover costs, but not attorney's fees, as fixed by the court. Any public official, or employee who is found by the court to have willfully violated this section shall forthwith forfeit his or her office or employment.

BACKGROUND

5. Sometime early in the Spring of 2018, a group of individuals led by developer Jorge Mas, including Jose Mas, David Beckham, Marcelo Claure, and Masayoshi Son and others, formulated a scheme with Commissioner Joe Carollo, Mayor Francis Suarez and City Manager Emilio Gonzalez and others at the City of Miami to transfer control of Melreese Park, a City of Miami park with zoning designation of Parks & Recreation, to Miami Freedom Park, LLC, a Delaware limited liability company.²

6. Section 29-B of the Miami Charter provides in relevant part:

Notwithstanding any provision to the contrary contained in this Charter or the City Code, and except as provided below, the city commission is prohibited from favorably considering any sale or lease of property owned by the city unless there is a return to the city of fair market value under

¹ While "[T]he Florida Supreme Court has repeatedly held that citizens and taxpayers lack standing to challenge a governmental action unless they demonstrate either a special injury, different from the injuries to other citizens and taxpayers, or unless the claim is based on the violation of a provision of the Constitution that governs the taxing and spending powers" (Solares v. City of Miami, 166 So.3d 887, 888 (Fla. 3d DCA 2015), there is a further exception when legislation provides a cause of action and standing to private citizens. Fla. Wildlife Fed'n v. State Dep't of Env'tl. Regulation, 390 So.2d 64 (Fla.1980). This exception applies to the unique rights conferred through the Miami Citizens' Bill of Rights, a duly enacted source of rights and standing.

² Mr. Mas: And it was at that moment on that phone call that this vision was born, because when my brother completed the phone conversation with you [Commissioner Carollo], and walked in my office, my brother said, "There's an idea which Commissioner Carollo shared, and it is about the potential possibility of even looking at Melreese." See page 61 of the Minutes of the July 18, 2018 Commission Meeting. See page 61 of the Minutes of the July 18, 2018 Commission Meeting.

such proposed sale or lease. The city commission is also prohibited from favorably considering any sale or lease of city-owned property unless

(a) there shall have been, prior to the date of the city commission's consideration of such sale or lease, an advertisement soliciting proposals for said sale or lease published in a daily newspaper of general paid circulation in the city, allowing not less than ninety (90) days for the city's receipt of proposals from prospective purchasers or lessees, said advertisement to be no less than one-fourth (1/4) page and the headline in the advertisement to be in a type no smaller than 18-point and,

(b) except as provided below, there shall have been at least three (3) written proposals received from prospective purchasers or lessees....

Accordingly, whenever the City desires to lease or sell its property, the Charter requires competitive bidding.

7. In an effort to transfer control of Melreese Park to Miami Freedom Park, LLC without complying with the express competitive bidding requirements of Section 29-B, Jorge Mas, Jose Mas, David Beckham, Marcelo Claure, and Mayor Francis Suarez, City Manager Emilio Gonzalez, City Attorney Victoria Mendez, and others came up with a scheme to amend Section 29-B by putting it on a referendum without providing the voting public with material information about the details of the transaction, which ultimately resulted in City of Miami Commission Meetings on July 12 and July 18, 2018 to consider Resolution R-8-0309 to allow Miami Freedom Park, LLC, a Delaware limited liability company, to develop "a soccer stadium, public park, technology hub, art and entertainment spaces, food and beverage venues, and a hotel and conference center with ancillary commercial uses" on the City-owned Melreese Park. At no point during any of these meetings were any of Jorge Mas, Jose Mas, David Beckham, or Marcelo Claure, or any of their attorneys, registered as lobbyists for Miami Freedom Park, LLC.

8. Jorge Mas, David Beckham and their attorney Richard Perez, Esq. made the first public presentation of Miami Freedom Park, LLC's Stadium Plan at the City of Miami Commission's July 12, 2018 meeting. No details of the Stadium Plan were made public prior to that meeting. None of them were registered as lobbyists for Miami Freedom Park, LLC. It is interesting to note that the only person that registered as a lobbyist for Miami Freedom Park, LLC at the time of the meeting (and before the election) was John J. McWilliams, a traffic consultant (he also did not answer the question on who owned Miami Freedom Park, LLC).

9. Upon beginning the meeting, over the objection of numerous citizens in attendance, Commissioner Keon Hardemon stated that he would be breaking from the agenda and protocol by having the public comment prior to the presentation by Jorge Mas, David Beckham and their attorney Richard Perez, Esq.

10. One of the attendees objected to being forced to comment on the proposal before being given any substantive details about Miami Freedom Park, LLC's Stadium Plan, and asked if the

citizens would be given an opportunity to be heard after the presentation and the facts of the proposal were made public.

Chairman Keon Hardemon responded:

“No. This is the time for public comment. So the public comment is about the item that's being heard. The item that's being heard is what's printed in the agenda; doesn't matter the picture or the image or anything of that nature. So that is -- it is the public comment time, which is now.”³

11. The public was therefore forced to comment on the Miami Freedom Park, LLC Stadium Plan before it was presented, without having any facts whatsoever about the Stadium Plan, other than the cursory outline provided in the Meeting Agenda.

12. Jorge Mas, David Beckham and their attorney Richard Perez, Esq. made their presentation on July 12, 2018 on behalf of Miami Freedom Park, LLC without registering as lobbyists on behalf of Miami Freedom Park, LLC as required by law, and therefore none of the City Commissioners, Mayor Francis Suarez, City Manager Emilio Gonzalez, or any of the City of Miami citizens present at the July 12 and July 18, 2018 hearings knew the true ownership of Miami Freedom Park, LLC.

13. Jorge Mas misled City Commissioners and everyone else in attendance at the July 12, 2018 Commission Meeting by repeatedly emphasizing the involvement of his “partners”- David Beckham and Marcelo Claure, and Masayoshi Son in the Miami Freedom Park, LLC’s Stadium Plan:

And as I looked at the ownership group around me; as I looked at David Beckham, a global icon, a brand ambassador, a man who's known throughout the world; as I look at his partner, Simon Fuller, one of the most successful men in entertainment and a creator of American Idol; when I looked at Marcel Claure, very successful businessman, who is a resident of the City of Miami, who is the Chairman of Sprint; when I look at our other partner, Masa [sic] Sun, Japanese origin, and today, he is the largest technology investor in the world, has the largest fund created in the history of mankind, \$100 billion to invest. \$100 billion to invest in technology -- Uber, We Work, virtual reality companies, and hundreds of other technology entities that are growing throughout the world. And my brother and I frankly looked and goes, "It's important for us, as children of Miami, to attract the strengths of our partners, and to commit them to Miami, and to invest in South Florida.”⁴

³ See page 102 of the Minutes of the July 12, 2018 Commission Meeting.

⁴ See page 29 of the Minutes of the July 12, 2018 Commission Meeting.

14. Jorge Mas also told an emotional story about his donation of Miami Freedom Tower to Miami Dade College:

And I bought the Freedom Tower, and I spent \$30 million restoring that for our City, and I gave it to Miami Dade College so it could live forever. That's what my family is about. **So when we stand here before you and tell you that we have our City and its heart in mind, we do, and I do.**

Note the use of “we” again- “we stand here before you and tell you that we have our City and its heart in mind, we do”- intended to mislead the listening audience and City of Miami officials about the ownership of Miami Freedom Park, LLC.

15. It was a great story to tell Commissioners to convince them that “we” have the best interests of Miami at heart. Unfortunately it is not true.⁵

His family sold the Miami Freedom Tower to Terra Group developer Pedro Martín in 2004, who planned to build a 62-story condominium on the site until public protests forced him to abandon their development plans for the Miami Freedom Tower and donate it to Miami Dade College.⁶

16. In a December 16, 2008 article, the Miami Herald described the transfers of the Freedom Tower as follows:⁷

In 1997, the family of Cuban American National Foundation founder Jorge Mas Canosa bought the building and spent \$20 million -- some of it from community donations -- to restore it with the idea of later turning it into a museum dedicated to the Cuban exile experience.

In 2005, the family sold it to Terra Group developer Pedro Martín, who sparked a controversy with plans to build a 62-story condominium that would require demolition of the rear part of the tower. He later donated it to Miami Dade College, which is using it as a gallery space.⁸

17. The misleading statements had their desired effect, as evidenced by Joey Flechas’ article in the Miami Herald on January 16, 2008 in which Commissioners Manolo Reyes, Willy Gort and Joe Carollo, as well as City Manager Emilio Gonzalez, are all quoted as saying that they were “surprised” and “unaware” that Miami Freedom Park, LLC was solely owned by Jorge Mas.⁹

⁵ <https://www.miaminewtimes.com/news/five-questions-about-the-miami-beckham-mls-soccer-stadium-10524794>

⁶ <http://www.mdcmod.org/freedom-tower/timeline.aspx>

⁷ It is also interesting to note the discrepancy in the amount invested- \$20 Million vs. \$30 Million, and the mention of community donations used in the restoration.

⁸ <https://www.miamiherald.com/article1930878.html>

⁹ <https://www.miamiherald.com/news/local/community/miami-dade/article224614560.html>

The lack of clarity on who owns what upset Commissioner Manolo Reyes, who voted against putting the question on the ballot. Reyes told the Herald Tuesday he was under the impression that Beckham, Son and Claire were all partners on the whole deal, including the development of the city's real estate.

"That's why I voted against it. There was no transparency," Reyes said. Reyes emphasized that Beckham himself was a high-profile advocate at City Hall in July when commissioners were considering holding the referendum.

During a Spanish-language radio appearance Wednesday morning, Commissioner Joe Carollo said he was under the impression that there was a group behind the Freedom Park proposal. "When this came out, I was surprised," Carollo told journalists at Actualidad Radio 1040.

Commissioner Willy Gort, who represents the district that includes Melreese and also voted against the referendum, was also unaware of the ownership arrangement.

COUNT ONE

CITY OFFICIALS ALLOWED ILLEGAL LOBBYING TO OCCUR.

18. Plaintiff incorporates by reference paragraphs 1-17, inclusive, as if fully set forth.

19. Sec. 2-653 of the City of Miami Charter (referencing Section 2-11.1(s) of the Miami-Dade County Charter) defines "Lobbyist" as:

all persons, firms, or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the City Commission; (2) any action, decision, recommendation of the City Manager or any City board or committee; or (3) any action, decision or recommendation of City personnel during the time period of the entire decision-making process on such action, decision or recommendation which foreseeably will be heard or reviewed by the City Commission, or a City board or committee.¹⁰

20. Sec. 2-654 of the City of Miami Charter provides that "a person may not lobby a city official, a city board member, the city manager, or city staff, until such person has registered as a lobbyist with the city clerk."

¹⁰ The definition specifically states: "'Lobbyist' specifically includes the principal..." and Sec. 2-8.6.5 of the Miami-Dade County Charter states that the term "Principal" means an owner, officer, or director.

21. Jorge Mas and David Beckham and each of the individuals listed below (the “Mas/Beckham Lobbyists”) violated Sec. 2-654(c)(3) by lobbying the City of Miami on behalf of MIAMI FREEDOM PARK, LLC without registering as required by Sec. 2-654:

Richard Perez, Esq.
Isis Iscarra, Esq.
Jose Mas
Barbara Hardemon
Carlos Gimenez, Jr.
Pablo Alvarez
Steven Marin

22. It is interesting to note that the only person that registered as a lobbyist on behalf of Miami Freedom Park, LLC prior to the November 6 referendum was John J. McWilliams, a traffic consultant. Ironically, his traffic study was hidden from the voting public and never released. He did not answer the question on who owned Miami Freedom Park, LLC.

23. Upon being made aware of their illegal lobbying, each of Jorge Mas and David Beckham and the Mas/Beckham Lobbyists registered as lobbyists for MIAMI FREEDOM PARK, LLC after the election as follows:

Pablo Alvarez (Nov. 16, 2018), Miguel De Grandy (Nov. 19, 2018), Isabel Diaz (Nov. 19, 2018), Iris Escarra (Nov. 13, 2018), Barbara Hardemon (Nov. 15, 2018), Jurgen Mainka (Nov. 16, 2018) Steven Marin (Nov. 19, 2018) Jose Mas (Nov. 16, 2018), Jorge Mas (Nov. 13 and Nov. 16, 2018), Paul McDonough (Nov. 16, 2018), Richard Perez (Nov. 19, 2018), and Dennis Sprenkle (Nov. 19, 2018), David Beckham (Dec. 10, 2018).

24. None of the foregoing individuals provided the ownership information required by Sec. 2-654(c)(3).

25. Sec. 2-264(f) provides that:

The mayor, all members of the city commission, all members of city boards, the city manager, and city staff shall be diligent to ascertain that persons required to register pursuant to this section have complied, and if necessary, request a record of compliance from the city clerk. The mayor, members of the city commission, of city boards, the city manager, and city staff may not knowingly permit a person who is not registered pursuant to this section to lobby.

26. Each of the Commissioners, Mayor Francis Suarez, City Manager Emilio Gonzalez, or City Attorney Victoria Mendez failed to comply with the City's lobbying laws as follows:

- a. Failed to act diligently to ascertain whether Jorge Mas and his team of lobbyists were registered to lobby on behalf of Miami Freedom Park, LLC.
- b. knowingly permitted Jorge Mas, David Beckham and the Jorge Mas Lobbyists to illegally lobby them on behalf of Miami Freedom Park, LLC.

27. This behavior created a culture of non-compliance that resulted in the City of Miami systematically failing to enforce its Lobbying Disclosure Laws.

WHEREFORE, Plaintiff demand judgment against Defendant as set forth below.

COUNT TWO
THE CITY OF MIAMI SYSTEMATICALLY FAILED TO ENFORCE ITS LOBBYING DISCLOSURE LAWS

28. Plaintiff incorporates by reference paragraphs 1-17, inclusive, as if fully set forth.

29. Sec. 2-654(c)(3)(d) of the City of Miami provides:

If the lobbyist represents a corporation, partnership or trust, the name and business address of the chief officer, partner or beneficiary of the corporation, partnership or trust and the names and addresses of all persons holding, directly or indirectly, at least five percent ownership interest in said corporation, partnership or trust. A separate registration form shall be filed by the lobbyist and an additional fee of \$105.00 shall be paid for each principal represented and for each issue the lobbyist has been retained to lobby on behalf of any one principal. Such issue shall be described with as much detail as is practical, including, though not limited to: a specific description (where applicable) of a pending request for proposals, invitation to bid, ordinance, resolution, or a given item on the agenda.

30. The last sentence of Sec. 2-654(c)(3)(d) provides that:

the city clerk or the clerk's designee shall reject any registration statement which does not provide a clear description of the specific issue on which such lobbyist has been retained to lobby.

31. Section 3 of the City of Miami's Lobbyist Registration Form¹¹ asks for:

Specific issue associated with lobbying (if representing a corporation, partnership or trust, give business address of chief officer, partner, or beneficiary of same, and the names and addresses of all persons holding, directly or indirectly, at least five percent (5%) ownership interest in said corporation).

32. The City of Miami is systematically failing to enforce its own Charter by failing to require that lobbyists provide the ownership interest of principals they represent in accordance with Sec. 2-654(c)(3)(d). The City is regularly accepting forms submitted without that information being provided, and not rejecting them as required by Sec. 2-654(c)(3)(d).

33. On or about January 12, 2019, Joey Flechas published an article in the Miami Herald in which Miguel De Grandy, Esq. Practice Group leader for the South Florida Government Advocacy Group at Holland & Knight LLP, stated that **"Miami does not enforce its own disclosure requirements for people who register as lobbyists."**¹²

34. The Miami-Dade Bill of Rights was passed "to provide the public with full and accurate information, to promote efficient administrative management, to make government more accountable, and to insure to all persons fair and equitable treatment." In order to accomplish this, the Miami-Dade Bill of Rights expressly numerates certain rights that are guaranteed to Citizens, including rights regarding:

- Truth in Government
- The gathering and maintenance of Public Records
- Right to be Heard and the
- Right to Notice

35. All of these important rights are nothing but meaningless words when the City of Miami is ignoring its own Charter and not collecting the information in Section 3 of the lobbyist Registration Form required by Section Sec. 2-654(c)(3)(d) .

36. Lobbying is a critical and ubiquitous part of governmental decision-making. Done properly, lobbying supports government decision makers in order to allow them to make informed choices.

¹¹ Available at http://www.ci.miami.fl.us/City_Clerk/Docs/LOBBYIST/2018/RegistrationForm_Rev1-20-18.pdf

¹² <https://www.miamiherald.com/news/local/community/miami-dade/article224282810.html>

37. Unfortunately, government decision-making may be flawed when lobbying is not on the up and up. To ensure that doesn't happen, the City of Miami put in place straightforward transparency rules. These are clear rules regarding what information those engaged in lobbying must disclose. These Lobbying Disclosure Laws are designed to ensure that the activities of lobbyists- the principals they represent, who the owners of those principals are, what they want, and who they are targeting- are fully and meaningfully disclosed.

38. These Lobbying Disclosure Laws provide the context essential to understand political decision-making, empowering government officials, the media and citizens to evaluate their messages and track their activities.

39. The systematic failure of the City of Miami and its officials to enforce its Lobbying Disclosure Laws allowed an environment of non-transparency, back-room deals and "special deals for special people" to thrive at the City of Miami.

40. It is impossible, when the City of Miami ignores the law and doesn't collect the information it is required to collect and disclose, for citizens to exercise their rights to Truth in Government, the Gathering and Maintenance of Public Records, the Right to be Heard and the Right to Notice guaranteed by the Miami-Dade Bill of Rights and the Miami Bill of Rights.

WHEREFORE, Plaintiff demand judgment against Defendant as set forth below.

COUNT THREE

RESOLUTION R-18-0309 PASSED UNDER FALSE PRETENSES

41. Plaintiff incorporates by reference paragraphs 1-17, inclusive, as if fully set forth.

42. On January 16, 2019, Joey Flechas published an article in the Miami Herald in which Commissioners Manolo Reyes, Willy Gort and Joe Carollo, as well as City Manager Emilio Gonzalex are all quoted as saying stated that they were "surprised" and "unaware" that Miami Freedom Park was solely owned by Jorge Mas.¹³

43. In light of the misleading statements by Jorge Mas in support of Miami Freedom Park, LLC's proposal, it was impossible for anyone- the City Commissioners, Mayor Francis Suarez, City Manager Emilio Gonzalez, and most importantly City of Miami citizens- to determine who owned Miami Freedom Park, LLC.

44. It is important to note that it was not until the November 13, 2018¹⁴ that Jorge Mas finally registered as a lobbyist for Miami Freedom Park, LLC, and then failed to answer question 3 on

¹³ <https://www.miamiherald.com/news/local/community/miami-dade/article224614560.html>

¹⁴ Plaintiff notes that Jorge Mas registered twice for some reason- on Nov. 13 and Nov. 16, 2018.

the Lobbyist Registration Form. Richard Perez, Esq. finally registered as a lobbyist for Miami Freedom Park, LLC on November 19, 2018 but failed to answer question 3 on the Lobbyist Registration Form. David Beckham did not register as a lobbyist for Miami Freedom Park, LLC until December 10, 2018 and also failed to answer question 3 on the Lobbyist Registration Form.

45. **Jorge Mas did not disclose that he was the sole owner of Miami Freedom Park, LLC until January 7, 2019** when he delivered to the City of Miami what was described by the Miami Herald as “An odd, one-sentence letter sent to Miami muddies who exactly will profit from Miami Freedom Park.” The two letters, one on January 7, 2019 and a corrective letter on January 19, 2019, are attached as Exhibit A.

46. Because the City of Miami failed to enforce its lobbying rules, Jorge Mas was able to hide the ownership of Miami Freedom Park, LLC, which resulted in the following:

1. Making it impossible for the City Commissioners, and most importantly City of Miami citizens, to intelligently consider the resolutions presented at the July 12 and July 18, 2018 Commission Meetings, as well as the Soccer Referendum on November 6, 2018.
2. Resolution R-18-0309 was passed on July 18, 2018 under false pretenses.
3. City of Miami voters passed the Soccer Referendum on November 6, 2018 under false pretenses.

47. The environment of non-transparency, back-room deals and “special deals for special people” at the City of Miami led to elected officials, who are supposed to be the guardians of our public resources not asking the hard (and not so hard) questions.

All this confusion could have all been avoided if City of Miami officials had acted less like PR agents and cheerleaders for the deal, and more like the elected representatives they are. Simple questions would have gone a long way:

- “who do you represent?”
- “who hired you?”
- “who is ‘we’?”
- “what do you mean by ‘partner’?”
- “have you registered as a lobbyist?”

- And especially, “what is Miami Freedom Park, LLC? who owns it? what is its relationship to Miami Beckham United, LLC? what is its relationship to the actual soccer team?”

This environment of legal non-compliance and laxity directly and inexorably undermines the rights set forth in the Miami Bill of Rights and the Miami-Dade Bill of rights which were implemented to “provide the public with full and accurate information, to promote efficient administrative management, [and] to make government more accountable.”

WHEREFORE, Plaintiff demand judgment against Defendant as set forth below.

COUNT FOUR
COMMISSIONER KEON HARDEMON’S DECISION TO CONDUCT PUBLIC
COMMENT PRIOR TO THE PRESENTATION DENIED THE RIGHT TO BE HEARD

48. Plaintiff incorporates by reference paragraphs 1-17, inclusive, as if fully set forth.

49. The Miami-Dade Citizens Bill of Rights expressly provides its citizens a Right to be Heard.

50. The Right to be Heard is meaningless when the public is asked, like it was at the July 12, 2018 Commission Meeting, to comment on a proposal based solely on the agenda description before being told any of the substantive details of the proposal. It is absurd to think that it is anything but a waste of everyone’s time to force citizens to speak on a proposal that they haven’t heard yet.

51. Commissioner Keon Hardemon’s decision to conduct public comment prior to the presentation of the facts of the proposed transaction indisputably denied Plaintiff’s “Right to be Heard” as guaranteed by the Miami-Dade Bill of Rights.

WHEREFORE, Plaintiff demand judgment against Defendant as set forth below.

COUNT FIVE
THE CITY OF MIAMI VIOLATED SECTION 29-B OF THE CITY CHARTER

52. Plaintiff incorporates by reference paragraphs 1-17, inclusive, as if fully set forth.

53. Section 29-B of the Miami Charter provides that whenever the City of Miami desires to lease or sell City property, the City of Miami must do so through competitive bidding. Florida case law makes clear that when a city charter requires voter approval for public contracts, voters must be presented with the “material terms” of the public contract to be negotiated.¹⁵ In the case of entering into a lease with Miami Freedom Park, LLC, the City cannot argue that voter approval was not required, because the City only had two choices: (i) comply with the express

¹⁵ See Let Miami Beach Decide v. City of Miami Beach, 120 So. 3d 1282, 1291 (Fla. 3d DCA 2013).

language of Section 29-B and seek competitive bids; or (ii) seek voter approval through referendum to amend Section 29-B to amend the charter to escape that obligation with regards to this particular deal.

54. This reasoning comports with the obvious purpose of Section 29-B the Charter provision, which is to ensure that the City not enter into “special deals for special people,” but rather force the City to go through certain steps to ensure that it is being a good steward of public resources and getting the best deal possible for its citizen taxpayers. And it only makes sense that unscrupulous politicians not be allowed to escape the sensible requirements of Section 29-B by deceiving the public into voting for a charter amendment by not providing the “material terms” of the transaction.

55. As outlined herein, this deal has been characterized throughout by lack of transparency and outright misrepresentation, so it should come as no surprise that the ballot measure not only did not contain the “material terms” of the transaction, but was materially misleading because it waives the competitive bidding required by Section 29-B, but does not mention that it is “competitive” bidding that is being eliminated. Nowhere in the ballot measure are voters informed that competitive bidding is currently required by the City of Miami Charter.

56. Because the ballot measure does not present voters with the material terms of the Miami Freedom Park, LLC lease and the project and misleads voters by not stating that the provision is waiving competitive bidding that is currently required, it does not constitute the requisite voter approval for exemption from the protections of Section 29-B.

57. The City cannot credibly argue that the powers granted to it to amend its Charter protect its conduct. This is not a case where the City is wholesale amending its Charter requirements regarding competitive bidding, but rather a nefarious attempt to push through a single deal without meeting the requirements that would otherwise be applicable. To allow the City to do that through a misleading public referendum is an unjust result.

58. The actions of the City in connection with Resolution R-18-0309 and the stadium referendum on November 6, 2018 violate Section 29-B of the Miami Charter

WHEREFORE, Plaintiff demand judgment against Defendant as set forth below.

RELIEF REQUESTED

The consistent lack of transparency of this transaction, misrepresentations by those involved, and systemic noncompliance with law described herein has led many observing this deal to express a long-standing cynical attitude toward Miami politics, that this is “Miami politics as usual”... just another “special deal for special people.”

It is important in a civil society that laws not be ignored or treated as a technicality or a “non-issue.”¹⁶ Meaningful enforcement of the City of Miami’s lobbying laws is critical in order to ensure meaningful involvement by citizens in government and public confidence in government decision-making.

WHEREFORE, Plaintiff demands judgment against Defendant as follows:

1. Find that the City of Miami and each of the Commissioners, Mayor Francis Suarez, City Manager Emilio Gonzalez, and City Attorney Victoria Mendez:
 - A. Failed to act diligently to ascertain whether Jorge Mas and his team of lobbyists were registered to lobby on behalf of Miami Freedom Park, LLC.
 - B. Knowingly permitted Jorge Mas, David Beckham and the Jorge Mas Lobbyists to illegally lobby them on behalf of Miami Freedom Park, LLC.
2. Order the City of Miami to comply with Chapter 2, Article 6 of the Miami Charter by reviewing all Lobbyist Disclosure Form Filings by current active Lobbyists and reject those that have not completely and properly filled in Section 3 in strict compliance with Sec. 2-654(c)(3)(d).
3. Order the City of Miami to strictly comply with the requirements of Section 2-654 and stop accepting Lobbyist Registration Forms that do not fully provide the information required.
4. Declare Resolution R-18-0309 null and void because it was passed under false pretenses because the City of Miami Commissioners, Mayor Francis, and City Manager Emilio Gonzalez, and most importantly, members of the public at the July 12 meeting making public comments, were deceived about the ownership of Miami Freedom Park, LLC in violation of the protections guaranteed by the Miami-Dade Bill of Rights and the Miami Bill of Rights.
5. Order the City of Miami to strictly comply with the requirements of Section 29-B of the City Charter.
6. For any other and further relief the court considers proper.

¹⁶ Representatives of Jorge Mas have repeatedly described the lobbyist disclosure requirements as a “non-issue”. See Richard Perez, Esq.’s comments in <https://medium.com/@grantstern/miami-mayor-david-beckham-and-jorge-mas-mls-group-hit-with-a-public-ethics-complaint-c021e6100f44> and Jurgen Mainka’s comments in <https://www.bizjournals.com/southflorida/news/2019/01/15/negotiations-with-beckham-group-for-mls-stadium.html>

7. Award costs of this suit to Plaintiff.

Respectfully submitted,

David J. Winker, Esq., B.C.S

Fla. Bar. No. 73148

David J. Winker, PA

2222 SW 17th St

Miami, Fl 33145

305-801-8700

dwinker@dwrlc.com

EXHIBIT A

OWNERSHIP DISCLOSURE LETTERS FROM JORGE MAS

Miami Freedom Park LLC

January 10, 2019

Todd Hannon, City Clerk
City of Miami
3500 Pan American Drive
Miami, FL 33133

Re: Miami Freedom Park, LLC

Dear Mr. City Clerk:

As the Manager of Miami Freedom Park, LLC, a Delaware Limited Liability Company ("MFP"), I am writing to inform you that MFP is solely owned by Mr. Jorge Mas whose business address is 800 Douglas Road, 10th Floor, Coral Gables FL 33134. As such, Mr. Mas is the 100% owner of MFP.

Should you have any questions, please feel free to contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cristina Canales', with a stylized, flowing script.

Cristina Canales
Manager, Miami Freedom Park, LLC

Miami Freedom Park LLC

January 7, 2019

Todd Hannon, City Clerk
City of Miami
3500 Pan American Drive
Miami, FL 33133

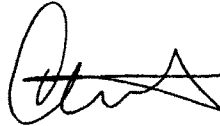
Re: Miami Freedom Park, LLC

Dear Mr. City Clerk:

As the Manager of Miami Freedom Park, LLC, a Delaware Limited Liability Company ("MFP"), I am writing to inform you that MFP is solely owned by Mr. Jorge Mas. As such, Mr. Mas is the 100% owner of MFP.

Should you have any questions, please feel free to contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cristina Canales', with a stylized flourish at the end.

Cristina Canales
Manager, Miami Freedom Park, LLC