

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

CASE NO: 2024-010788-CA-01

SECTION: CA22

JUDGE: Beatrice Butchko Sanchez

Eileen Bicaba

Plaintiff(s)

vs.

Kassandra Timothe et al

Defendant(s)

_____ /

FINAL JUDGMENT AFTER NON-JURY TRIAL

THIS MATTER came before the Court at trial conducted on August 24-26, 2026. The Court having considered the record, having taken testimony, having reviewed the trial exhibits admitted into evidence, having heard argument of counsel, and having considered the applicable law, the Court makes the following findings:

SUMMARY OF THE CLAIMS

The Plaintiff's claims, set forth in its Amended Complaint consist of COUNT I: Injunction for Violations of Florida's Sunshine Law; and COUNT II, Declaratory Relief for Violation of the Citizens' Bill of Rights. The Court entered an Order granting Defendant's Motion for Judgment on the Pleadings as to COUNT II on November 18, 2025 (ECF 160-161) finding that "legislative immunity applies to legislative acts." COUNT I proceeded to trial. The court announce its ruling on the record.

FINDINGS OF FACT

The sole remaining issue for trial was whether Defendants, KASSANDRA TIMOTHE, MARY ESTIMÉ-IRVIN, and PIERRE FRANTZ CHARLES, Councilmembers for the City of

North Miami, violated Fla. Stat. §286.011 (the Florida Sunshine Law) by conducting government business, engaging in closed door discussions, to decide or determine to terminate the City Manager if the City Manager took certain actions they did not approve of – in this case the disciplining or termination of the City Public Works Director, Wisler Pierre-Louis in violation of Section 19 of the City Charter.

The Court finds that, based on the evidence and testimony at trial, and specifically testimony of City Manager, Rasha Cameau and community leader Ringo Cayard, the Defendants, KASSANDRA TIMOTHE, MARY ESTIMÉ-IRVIN, and PIERRE FRANTZ CHARLES, through intermediaries, conveyed a threat to the City Manager, that she would be terminated if she disciplined or terminated the Public Works Director – in violation of Section 19 of the City Charter's prohibition against interfering with the City Manager's control over City employees. However, the Court finds that there is insufficient evidence that the three defendants colluded behind closed doors to terminate the City Manager.

CONCLUSIONS OF LAW

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.

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.

"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)). "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)).

Section 19 of the of the North Miami Charter prohibits councilmembers from interfering with the City Manager's appointment or removal of personnel. It states:

Sec. 19. - Council not to interfere in appointments or removals.

Neither the council nor any of its members shall direct or request the appointment of any person to, or his removal from, office by the city manager or by any of his subordinates, or in any manner take part in the appointment or removal of officers and employees in the administrative service of the city. Except for the purpose of inquiry, the council and its members shall deal with the administrative services solely through the city manager and neither the council nor any member thereof shall give orders to any subordinates of the city manager, either publicly or privately. Any councilmember violating the provisions of this section, or voting for a resolution or ordinance in violation of this section, shall be guilty of a misdemeanor and upon conviction thereof shall cease to be a councilmember.

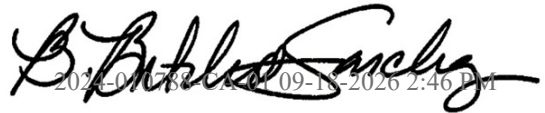
The standard of proof at trial here is the "Greater weight of the evidence" meaning the more persuasive and convincing force and effect of the entire evidence in the case. See, e.g. *Francius v. Carlos Auto Rental Servs., Inc.*, 394 So. 3d 157 (Fla. 3d DCA 2024).

As stated on the record, the Plaintiff has presented sufficient evidence and testimony to prove that the Defendants did interfere with the City Manager's management and control of City employees by conveying through third parties the threat that the City Manager would be fired if she took disciplinary action against the Public Works Director. However, Plaintiff has not presented sufficient evidence and testimony to show that the Defendants violated the sunshine law - that they arrived at their decision to terminate the City Manager by colluding in private in violation of Section 286.011, Florida Statutes. Further, general injunctive relief for the Defendants' single violation is not appropriate. *Citizens for Sunshine, Inc. v. Sch. Bd. of Martin Cnty.*, 125 So. 3d 184,

189 (Fla. 4th DCA 2013) (blanket request is legally insufficient, citing *Port Everglades Auth. v. Int'l Longshoremen's Ass'n, Local 1922-1*, 652 So.2d 1169, 1173 (Fla. 4th DCA 1995)).

BASED ON ALL OF THE FOREGOING, the Court finds the Defendant Councilmembers KASSANDRA TIMOTHE, MARY ESTIMÉ-IRVIN, and PIERRE FRANTZ CHARLES violated Section 19 of the of the North Miami Charter, however, it is **ORDERED AND ADJUDGED** that Plaintiff's complaint for injunctive relief is otherwise **DENIED AS MOOT**.

DONE and ORDERED in Chambers at Miami-Dade County, Florida on this 18th day of September, 2026.

A handwritten signature in black ink, appearing to read "B. Butchko Sanchez", is written over a digital timestamp.

2024-010788-CA-01 09-18-2026 2:46 PM

Hon. Beatrice Butchko Sanchez

CIRCUIT COURT JUDGE

Electronically Signed

Final Order as to All Parties UCR #: CA010 (Disposed by Judge)

THE COURT DISMISSES THIS CASE AGAINST ANY PARTY NOT LISTED IN THIS FINAL ORDER OR PREVIOUS ORDER(S). THIS CASE IS CLOSED AS TO ALL PARTIES.

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