

1. Consideration of retaining outside counsel to represent the City in litigation regarding recovery of costs incurred as a result of human trafficking.



## LEGISLATIVE MEMORANDUM

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Patricia Smith, City Attorney

**THRU:** Patricia D. Smith

**DATE:** September 19, 2024

**RE:** Consideration of retaining outside counsel to represent the City in litigation regarding recovery of costs incurred as a result of human trafficking.

### **SUMMARY:**

Attorney Travis Walker, The Law Offices of Travis R. Walker, is proposing to represent the City in litigation against persons or businesses that facilitate or are involved in human trafficking within the city. The representation would be on a contingency fee basis and the City would not pay any fees unless there is a monetary recovery. A memorandum explaining the litigation strategy which is modeled after the opioid litigation and a proposed fee agreement are provided for Council's consideration.

### **REQUESTING DEPARTMENTS:**

City Attorney's Office

### **FISCAL IMPACT:**

N/A

### **STAFF RECOMMENDATION:**

Council consideration of whether to approve retaining The Law Offices of Travis R. Walker, P.A. to represent the City in litigation regarding recovery of costs incurred as a result of human trafficking.

### **ATTACHMENTS:**

1. Litigation Memo
2. Representation Agreement
3. Statement of Client's Rights



Litigation Model Summary: City of Palm Bay vs. Human Trafficking Locations

Date: September 11<sup>th</sup>, 2024

Client: City of Palm Bay, Florida

Law Firm: The Law Offices of Travis R. Walker, P.A.

Subject: Representation of the City of Palm Bay in litigation against human trafficking locations and establishments involved in or facilitating human trafficking

Fee Arrangement: Contingency fee basis

Background and Purpose

Human trafficking has become a growing issue in many municipalities, including Palm Bay, Florida. The City of Palm Bay seeks legal representation to act against establishments that facilitate or are involved in human trafficking within the city. Similar to the opioid litigation pursued by various cities and states, this litigation model seeks to hold responsible parties accountable for contributing to a public health and safety crisis.

Objective

The goal of this litigation is to:

1. Hold businesses and entities accountable for knowingly facilitating human trafficking.
2. Seek injunctive relief to shut down or regulate establishments involved in trafficking activities.
3. Recover financial damages incurred by the City of Palm Bay as a result of human trafficking, including costs related to law enforcement, social services, and health care.
4. Establish deterrence for future violations.

Causes of Action

Based on legal strategies used in the opioid litigation, the following causes of action could be leveraged in this case:

1. Public Nuisance

Claim: The businesses or establishments involved in human trafficking have created a public nuisance by contributing to crime, violence, and public health issues in Palm Bay.

Relief Sought: Injunctive relief to close or impose restrictions on the operations of these businesses; financial compensation for the cost of law enforcement, healthcare, and other services provided by the city in response to human trafficking-related issues.

2. Negligence

Claim: The businesses failed to take reasonable measures to prevent human trafficking on their premises, contributing to the harm suffered by trafficking victims and the broader community.

Relief Sought: Damages for the city's economic costs in responding to the human trafficking crisis.



### Causes of Action

#### 3. Unjust Enrichment

Claim: The establishments have profited from illegal human trafficking activities, benefiting financially while the city bears the cost of addressing the harm caused by these operations.

Relief Sought: Restitution for unjust profits made by these establishments.

#### 4. Civil RICO (Racketeer Influenced and Corrupt Organizations Act)

Claim: If the businesses engaged in a pattern of illegal activity, including human trafficking, they may be held liable under civil RICO statutes.

Relief Sought: Treble damages (triple the actual damages), legal fees, and other punitive measures against businesses involved in organized criminal activity.

#### 5. Negligent or Intentional Misrepresentation

Claim: Businesses may have misrepresented the nature of their operations or failed to disclose known human trafficking activities occurring on their premises, misleading the city and law enforcement.

Relief Sought: Compensation for damage incurred by the city due to reliance on false or incomplete information.

#### 6. Conspiracy

Claim: Entities and individuals may have conspired to facilitate human trafficking, violating federal and state anti-trafficking laws.

Relief Sought: Damages and penalties under federal and state anti-trafficking statutes, as well as civil penalties for conspiracy to commit illegal acts.

#### 7. Fraud

Claim: Certain establishments may have engaged in fraudulent behavior to conceal trafficking operations, including falsifying business licenses or misrepresenting the nature of their business to authorities.

Relief Sought: Restitution for fraudulently obtained financial gains and punitive damages to deter further fraudulent practices.

### Legal Strategy

#### 1. Investigation and Evidence Gathering:

- Coordinate with local law enforcement and anti-human trafficking task forces to gather evidence of trafficking operations within specific businesses.
- Subpoena records, communications, and financial documents to establish a pattern of illegal activity.



### Legal Strategy

#### 2. Multifaceted Approach:

- Pursue both civil litigation and collaborate with criminal prosecutors, when possible, to maximize pressure on businesses engaged in human trafficking.
- File complaints in both state and federal court, depending on the specific claims.

#### 3. Public Relations and Policy:

- Work with the City of Palm Bay to develop public awareness campaigns that align with the litigation, further deterring local businesses from engaging in or allowing trafficking operations.
- Propose policy reforms that complement the legal strategy, such as stricter local regulations for businesses in industries prone to trafficking.

### Fee Arrangement

This litigation would be pursued on a contingency fee basis. The Law Offices of Travis R. Walker, P.A. will bear all upfront legal costs (filing fees, expert witnesses, investigations, etc.), with the understanding that compensation will be recovered from successful litigation, settlements, or judgments. The agreed-upon contingency fee percentage will be applied to any financial recovery obtained on behalf of the City of Palm Bay.

### Next Steps

1. Engagement: Secure the City of Palm Bay's engagement and approval of the proposed litigation strategy.
2. Investigation: Begin the investigation phase, working closely with local authorities and experts to build a strong case.
3. Filing of Complaints: Once sufficient evidence is gathered, proceed with filing complaints in the appropriate courts.
4. Litigation: Engage in discovery, motion practice, and trial preparation, while remaining open to settlement discussions if they align with the city's goals.

### Conclusion

This litigation strategy, modeled after successful opioid litigation tactics, is designed to hold businesses accountable for their role in perpetuating human trafficking within Palm Bay, while also providing financial relief to the city. By pursuing this case on a contingency fee basis, the City of Palm Bay can seek justice without bearing the financial risk of the litigation upfront.

Thank you,  
Travis R. Walker  
The Law Offices of Travis R. Walker, P.A.  
Travis@traviswalkerlaw.com



September 10<sup>th</sup>, 2024

**Via: Email Patricia.Smith@palmbayflorida.org**

Patricia Smith  
120 Malabar Rd SW  
Palm Bay, FL 32909

RE: Human Trafficking Litigation

Dear Mrs. Smith:

This letter shall act as a proposal to the City of Palm Bay, Florida to hire The Law Offices of Travis R. Walker, P.A. to represent the City of Palm Bay, Florida in litigation regarding the recovery of all costs incurred by it as a result of human trafficking.

According to the United Nations 49.6 million people are in modern slavery and 35% of them are children. Sex trafficking is the most common type of trafficking in the United States and child sex trafficking has been reported in all 50 states. UNICEF has identified human trafficking as the second most profitable illegal industry in the United States and is a \$150 billion industry. The State of Florida ranks third nationwide in the number of reported human trafficking cases.

The Law Offices of Travis R. Walker, P.A. currently represents thirty-two (32) Clerk of the Circuit Court, State of Florida offices. Travis Walker is well versed in Florida public records law, the inner working of local governments and governmental litigation. The Law Offices of Travis R. Walker, P.A. currently represents the City of Stuart in the Multi District Litigation regarding Opioids. Travis has also been involved in mass tort litigation projects including Xarelto MDL-2592 within which he served on the Science Committee as well as Roundup and Talc and several other mass torts.

### **FEE ARRANGEMENTS**

The Law Offices of Travis R. Walker, P.A. is prepared to finance the entire litigation, including all out-of-pocket expenses and disbursements, and handle the lawsuit on a contingent fee basis.

The Law Offices of Travis R. Walker, P.A. shall handle the entire litigation for a contingent fee of Thirty-Three (33%) Percent of the gross sum recovered, whether by suit or settlement. All costs and disbursements of the litigation will be paid by The Law Offices of Travis R. Walker, P.A. and are reimbursable at the end of the litigation only if we successfully prosecute this claim on behalf of the City of Palm Bay, Florida, and then only out of the proceeds of any recovery or settlement.



The City of Palm Bay, Florida shall not be responsible for any fees, costs, or disbursements in the event the litigation is unsuccessful.

It is a privilege to have this opportunity, and we look forward to working with you.

Sincerely,

\_\_\_\_\_  
Travis R. Walker, Esquire

Agreed this \_\_\_ day of \_\_\_\_\_ 2024.

The City of Palm Bay, Florida

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The City of Palm Bay, Florida

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The Law Offices of Travis R. Walker, P.A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## STATEMENT OF CLIENT'S RIGHTS

Client Name: \_\_\_\_\_

Before you, the prospective client, arrange a Contingency Fee Agreement with a lawyer, you should understand this Statement of your rights as a client. This Statement is not a part of the actual contract between you and your lawyer, but as a prospective client, you should be aware of these rights.

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contact. If you do not reach an agreement with one lawyer, you may talk with other lawyers.
2. Any contingency fee contract must be in writing and you have three (3) business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within three (3) business days of signing the contract. If you withdraw from the contract within the first three (3) business days, you do not owe the lawyer a fee, although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the three (3) day period, you may have to pay a fee for work the lawyer has done.
3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training and experience. If you ask, the lawyer should tell you specifically about his or her actual experience dealing with cases similar to yours. If you ask, the lawyer should provide this information in writing if you request it.
4. Before signing a contingency fee contract with you, a lawyer must advise you whether he or she intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, he or she should tell you what kind of fee sharing arrangement would be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each law firm must sign the contingency fee contract.
5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or associate with lawyers, you should sign a new contract which includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.
6. You, the client, have the right to know in advance how - you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee would be based on the gross amount recovered or on the amount recovered minus the costs.
7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money, which you might have to pay to your lawyers for costs, and liability you might have for attorney's fees to the other side.
8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The Statement must list all of the financial details of the entire case, including the amount recovered,

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www.TravisWalkerLaw.com

all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement, you need not pay any money to anyone, including your lawyer. You also have the right to have every lawyer or law firm working on your case sign this closing statement.

9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.

10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

11. If, at any time, you, the client, believe that your lawyer has charged an excessive or illegal fee, you the client, have the right to report the matter to the Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida for information on how to reach the Florida Bar, call 1-800-342-8060, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually, fee disputes must be handled in a separate lawsuit, unless your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under chapter 682, Florida Statutes, or under the fee arbitration rule of the Rules Regulating The Florida Bar) be included in your fee contract.

Very Truly Yours,



Travis R. Walker  
For the Firm

Agreed and accepted this \_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_