

**IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT  
IN AND FOR MARTIN COUNTY, FLORIDA  
CIVIL DIVISION**

JUSTIN INDUSTRIES, INC., a Florida  
corporation, d/b/a R3 RECYCLING,

Plaintiff,

Case No.: 2018-CA-000638

v.

MARTIN COUNTY, a political subdivision of  
the State of Florida, PATRICK N. YANCEY,  
an individual, and ELITE CUSTOM  
SERVICES, INC., a Florida Corporation,

Defendants.

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**PROPOSAL FOR SETTLEMENT/DEMAND FOR JUDGMENT**

Plaintiff Justin Industries, Inc., d/b/a R3 Recycling (“R3”), by and through undersigned counsel, and pursuant to Fla. Stat. § 768.79 and Fla. R. Civ. P. 1.442, hereby proposes settlement to Defendant Martin County (the “County”), as follows:

1. This is a Proposal for Settlement/Demand for Judgment, and is made by R3 to the County pursuant to Fla. Stat. § 768.79 and Fla. R. Civ. P. 1.442 (the "Proposal").
2. This Proposal is being made in an effort to settle all claims for damages that have been or could have been raised or asserted by R3 against the County in the above-captioned case.
3. R3 proposes to resolve all claims for damages against the County in exchange for payment by the County to R3 in the sum of SEVEN HUNDRED FIFTY THOUSAND AND No/100 U.S. DOLLARS (\$750,000.00), inclusive of any interest and costs. Attorney fees are not part of R3’s legal claims against the County, and are not included in the above sum.
4. If the County accepts this Proposal as set forth below, and makes the payment

demanded in paragraph 3 herein, R3 agrees to dismiss its claims against the County with prejudice, with R3 and the County to bear their own fees and costs.

5. There are no other conditions or terms of this Proposal other than as set forth herein.

6. There is no demand for punitive damages in this matter against the County.

7. This Proposal is made in the alternative to, and not in addition to, any other offer.

8. This Proposal shall remain effective for thirty (30) days after service of said Proposal unless earlier withdrawn in writing by R3 or unless rejected by the County prior to the expiration of the thirty (30) day period. Unless withdrawn earlier, this Proposal shall be deemed rejected if it is not accepted in full within said thirty (30) days. If the County chooses to accept this Proposal, it must accept the entire Proposal by delivery of a written notice of acceptance within thirty (30) days after service of this Proposal. No verbal communications shall constitute an acceptance or rejection of this Proposal.

9. Any counteroffer operates as a rejection of this Proposal.

10. Any rejection of this Proposal, in whole or in part, terminates this Proposal.

11. This Proposal is not admissible as evidence in any proceeding other than to enforce acceptance of the Proposal or to determine the imposition of sanctions under Fla. Stat. § 768.79 and/or Fla. R. Civ. P. 1.442.

### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on **September 23, 2019**, a true and correct copy of the foregoing document has been served (but not filed) by e-mail and U.S. Mail on Ruth A. Holmes, Esquire, [rholfmes@martin.fl.us](mailto:rholfmes@martin.fl.us), David Arthur, Esquire, [darthur@martin.fl.us](mailto:darthur@martin.fl.us), and Elyse A. Elder, Esquire, [elder@martin.fl.us](mailto:elder@martin.fl.us), Martin County Administrative Center, 2401 SE Monterey Road, Stuart, FL 34996-3322, *Attorneys for the County*.

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*R3 Recycling*