

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

CIVIL DIVISION

Case No.: 10-19166 CA 09

PEREZ-GURRI CORP., a Florida corporation
d/b/a N&J CONSTRUCTION,

Plaintiff,

v.

VILLAGE OF KEY BISCAAYNE, a municipal
corporation, and A.C. SCHULTES OF
FLORIDA, INC., a Florida corporation d/b/a
JAFFER WELL DRILLING,

Defendants.

(SECOND) PROPOSAL FOR SETTLEMENT/DEMAND FOR JUDGMENT

Pursuant to Rule 1.442 of the Florida Rules of Civil Procedure and, to the extent that it is not inconsistent, Florida Statute § 768.79, Plaintiff, Perez-Gurri Corp. d/b/a N&J Construction, a Florida corporation, hereby transmits the following *Second* Proposal for Settlement/Demand for Judgment to Defendant, Village of Key Biscayne.

(A) The name of the party making this Proposal for Settlement is Perez-Gurri Corp. d/b/a N&J Construction. This proposal is being made to Defendant, Village of Key Biscayne.

(B) The claim or claims that this Proposal for Settlement attempts to resolve includes those claims set forth in Plaintiff's Complaint filed in this action, the issues presently raised on appeal before the Third District Court of Appeal in Case No. 3D10-1327 and N&J's claims for damages not yet asserted in the captioned Circuit Court action.

(C) The relevant conditions subject to this Proposal for Settlement/Demand for Judgment is that Defendant pays to Plaintiff the sum demanded herein, and that the parties, thereafter, file

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voluntarily dismissals, with prejudice, with each party agreeing to bear their respective attorney's fees and costs.

(D) The total amount of the Proposal for Settlement is \$18,000.00 to be paid by Defendant to Plaintiff. There are no non-monetary terms of the Proposal for Settlement other than those set forth in paragraph (C), above.

(E) There is no amount proposed to settle the claim for punitive damages, insofar as there is no claim for punitive damages.

(F) Although Plaintiff demanded an award of attorney's fees in its Complaint, Plaintiff agrees that upon the payment of the \$18,000.00 demanded herein, the parties will voluntarily dismiss, with prejudice, their respective claims and the parties will agree to bear their respective attorney's fees.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing has been faxed and mailed this 27 day of June, 2010, to Michael S. Popok, Esq., and Edward G. Guedes, Esq., Weiss Serota Helfman, et al., 2525 Ponce De Leon Blvd. Ste 700, Coral Gables, FL 33134.

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By: 

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