

IN THE CIRCUIT COURT OF THE 19TH JUDICIAL CIRCUIT
IN AND FOR ST. LUCIE COUNTY, FLORIDA

CITY OF PORT ST. LUCIE, a
Florida municipal corporation,

CASE NO. 2021-CA-001628

Plaintiff/Counter-Defendant,

v.

WASTE PRO OF FLORIDA, INC.,
a Florida for-profit corporation,

Defendant/Counter-Plaintiff.

_____ /

JOINT STIPULATION AND ORDER OF DISMISSAL

The parties, CITY OF PORT ST. LUCIE (the “City”) and WASTE PRO OF FLORIDA, INC. (“Waste Pro”) (collectively, the “Parties”), by and through undersigned counsel, stipulate and agree as follows:

1. The Parties have agreed to settlement resolving all claims at issue in this action based upon the following stipulated terms:

- a. within 30 days of entry of the order of dismissal below, Waste Pro will pay to the City the amount of TWENTY-ONE MILLION DOLLARS (\$21,000,000); plus
- b. no later than January 31, 2027, Waste Pro will additionally pay to the City the amount of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000), plus interest at the statutory rate established by Section 55.03(1), Florida Statutes (currently 8.25%), to accrue during the period between 30 days after the entry of the order of dismissal and the date of full payment of the \$1,500,000 specified in this subsection (b); plus

c. no later than January 31, 2028, Waste Pro will additionally pay to the City the amount of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000), plus interest at the statutory rate established by Section 55.03(1), Florida Statutes (currently 8.25%), to accrue during the period between 30 days after the entry of the order of dismissal and the date of full payment of the \$1,500,000 specified in this subsection (c).

2. All claims by the Parties to this lawsuit, including those in the operative Complaint and the operative Counterclaim, will be dismissed, with prejudice.

3. This Stipulation is entered into solely for the purpose of compromising and settling disputed claims. Nothing contained in this Stipulation shall be construed as an admission by Waste Pro or the City of any liability, wrongdoing, or violation of the law.

4. The City hereby fully, finally, and forever releases and discharges Waste Pro and its past and present parent companies, subsidiaries, affiliates, officers, directors, shareholders, employees, agents, and insurers from any and all claims, demands, acts, causes of action, suits, damages, losses, liabilities, costs, expenses (including attorneys' fees and costs), obligations, and judgments of every kind and nature, whether known or unknown, arising out of or in any way relating to the Franchise Agreement between City of Port St. Lucie, Florida and Waste Pro of Florida, Inc. for the Collection of Solid Waste and Recyclable Materials dated February 13, 2019 (the "Franchise Agreement"), including any claims related to any performance bonds issued related to the Franchise Agreement, or relating to the provision of solid waste collection services by Waste Pro within the City, from the beginning of time through the date of this Stipulation.

5. Waste Pro hereby fully, finally, and forever releases and discharges the City and its past and present respective agents, employees, elected officials, attorneys, and successors and

assigns from any and all claims, demands, acts, causes of action, suits, damages, losses, liabilities, costs, expenses (including attorneys' fees and costs), obligations, and judgments of every kind and nature, whether known or unknown, arising out of or in any way relating to the Franchise Agreement or relating to the provision of solid waste collection services by Waste Pro within the City, from the beginning of time through the date of this Stipulation.

6. The Parties shall bear their own attorneys' fees and costs.

7. The Court shall reserve jurisdiction to enforce the terms of this stipulated settlement agreement.

Dated this ____ day of April, 2026.

/s/ Mitchell J. Burnstein

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ORDER OF DISMISSAL BASED ON SETTLEMENT

The Court has been advised that the instant cause of action has been amicably resolved upon the above-stated terms. Accordingly, the undersigned enters this Order of Dismissal Based on Settlement between the Parties. This Court retains jurisdiction to enforce the terms of the above stipulated settlement agreement, which is incorporated into this Order of Dismissal Based on Settlement.

DONE AND ORDERED in St. Lucie County, Florida this _____ day of April, 2026.

MICHAEL D. PORTER
CIRCUIT COURT JUDGE

cc: All counsel and parties on attached Service List

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