Filing # 110777187 E-Filed 07/24/2020 04:13:20 PM

IN THE CIRCUIT COURT OF THE 16th
JUDICIAL CIRCUIT IN AND FOR
MONROE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: 07-CA-99-M

RODNEY SHANDS, ROBERT SHANDS,
KATHRYN EDWARDS, and THOMAS
SHANDS,

Plaintiffs,

vs.

CITY OF MARATHON, a municipality created
under the laws of the State of Florida and
MARATHON CITY COUNCIL,

Defendants.

____/

DEFENDANT, CITY OF MARATHON'S, RESPONSE IN OPPOSITION
TO THE PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT

Defendant, CITY OF MARATHON ("City"), by and through its undersigned counsel, and pursuant to Florida Rule of Civil Procedure 1.510, files its Response in Opposition to the Motion for Partial Summary Judgment filed by the Plaintiffs, RODNEY SHANDS, ROBERT SHANDS, JR., KATHRYN EDWARDS, and THOMAS SHANDS ("Shands" or "Plaintiffs"), and in opposition would state:

1. The Plaintiffs -- longtime owners of an uninhabited offshore island in the Florida Keys -- filed a motion for partial summary judgment arguing that the Court should grant summary judgment as to liability and find that a taking occurred under Lucas v. South Carolina

Coastal Council, 505 U.S. 1003 (1992), because "the City took all economic use of the Shands' property." Pltf.'s Mot. at 2.

2. The Plaintiffs' Motion for Partial Summary Judgment should be denied for at least three reasons:

(1) In the first appeal in the case, Shands v. City of Marathon, 999 So. 2d 718, 721 (Fla. 3d DCA 2008) ("Shands I")[1], the Third District already ruled on the correct legal standard for the Plaintiffs' claims and rejected the Plaintiffs' attempt to assert a Lucas-style claim;

(2) Contrary to the Plaintiffs' contention regarding **use**, "[i]n the Lucas context, ... the complete elimination of a property's **value** is the determinative factor." Lingle v. Chevron U.S.A. Inc., 544 U.S. 528, 539 (2005) (emphasis added); and

(3) Disputed issues of material fact remain as to whether the Property retained value following the alleged taking.

(4) The Court should apply the test from Penn Central Transportation. v. City of New York, 438 U.S. 104 (1978), as mandated by the two appeals in the case, Shands I and Shands v. City of Marathon, 261 So. 3d 750, 753 (Fla. 3d DCA 2019) ("Shands II")[2].

I. UNDISPUTED MATERIAL FACTS

A. The Parties

3. The City is a municipality created under the laws of the State of Florida located in Monroe County, Florida. Compl. at ¶ 4. It was incorporated in 1999. Compl. at ¶ 7.

---

[1] A true and accurate copy of Shands v. City of Marathon, 999 So. 2d 718 (Fla. 3d DCA 2008), is attached as **Exhibit A** to the City's Appendix.

[2] A true and accurate copy of Shands v. City of Marathon, 261 So. 3d 750, 753 (Fla. 3d DCA

4. The Plaintiffs are the owners of a 7.91 acre off-shore island and 7.0 acres of surrounding bay bottom land located in the City. Compl. at ¶ 5; Compl., Ex. F.

B. The Plaintiffs' Father Acquires the Property

5. On December 31, 1956, R.E. Shands, the Plaintiffs' father, purchased a 7.91 acre off-shore island then known as "Little Fat Deer Key," for $20,500. Compl. at ¶ 5.

6. In 1959, R.E. Shands purchased 7.0 acres of the bay bottom surrounding the island for $1,400 (The two parcels are hereinafter collectively referred to as "Property."). Compl. at ¶ 5.

7. R.E. Shands passed away in 1963 and the Property passed to R.E. Shand's wife, Margaret W. Shands. Compl. at ¶ 5.

8. In 1985, Margaret W. Shands, the Plaintiffs' mother, conveyed the Property to the Plaintiffs for "love and affection [of her] children and other good and valuable consideration." Compl., Ex. F.

9. From 1963 through the present, the Plaintiff Rodney Shands visited the Property by boat at least every decade to check on it and confirm that it was unoccupied for purposes of adverse possession. Shands Depo.[3] at 25-27, 43-44. None of the Plaintiffs ever spent the night on the island. Id.

10. Since the early 1960s, the Plaintiffs have not pursued any development of the Property, and only sought a dock permit in 2004. Shands Depo. at 23-25, 33-34. 41; Shands I, 999 So. 2d at 724 ("Although R.E. Shands bought the property in 1956 with the idea to

2019), is attached as **Exhibit B** to the City's Appendix.

[3] A true and accurate copy of the July 25, 2019, deposition of Rodney Shands ("Shands Depo.") is attached as **Exhibit C** to the City's Appendix.

eventually build a family home on it, the Shands family's “investment-backed expectations” were minimal at best. The Shands had no specific development plan and only recently sought a dock permit. To be sure, they had not pursued any development of the property since it was purchased in 1956.”).

C. The Land Development Regulations Applicable to the Property

11. At the time of purchase, the Property was within the jurisdiction of Monroe County. Compl. at ¶ 6.

12. It was zoned general “general use,” which permitted the construction of at least seven houses on the Property. Compl. at ¶ 6.

13. On September 15, 1986, Monroe County adopted a new comprehensive plan and land development regulations (“LDR”) which changed the Property zoning to “off-shore island” and placed it within the residential conservation “future land use” category. Compl. at ¶ 6.

14. After the City was incorporated in 1999, the Property came into the jurisdiction of the City. Compl. at ¶ 7.

15. Upon incorporation, the City adopted the County’s LDR. Compl. at ¶ 7.

16. As a result, the Property remained zoned “offshore island” and in the “future land use” category. Compl. at ¶ 7.

17. The offshore island district permits attached residential dwellings at a density of 1 unit per 10 acres. Compl. at ¶ 7.

18. Per section 9.5-212 of the City’s LDR, “the purpose of the OS district is to establish areas that are not connected to US 1 as protected areas...” Compl., Ex. H.

19. Under the current LDRs, beekeeping and camping for personal use are permitted uses as a matter of right. Marr Affi.[4]; MARATHON, FLA., CODE, Table 103.15.1.

20. On September 24, 2004, the City issued a "Letter of Current Site Conditions" for the Property at the Plaintiffs' requests. Compl., Ex. H.

21. The City found that the Property consisted of "high quality hammock with a mangrove fringe" and was "suitable habitat for the state listed threatened White Crowned Pigeon." Compl., Ex. H.

22. It explained that "Ordinance 2004-15 states that the [City] cannot accept applications to develop areas that contain threatened and endangered species or have high quality hammock." Compl., Ex. H.

23. It noted, however, that six acres of the Property would be considered uplands that could be used as either lot dedications or transfer of development rights ('TDR')." Compl., Ex. H.

24. "Pursuant to City Code 9.5-127(a) 5, a lot dedication to the [City] is worth +2 points in the ROGO scoring system for each acre dedicated," and that the Property "would be worth a total of +12 points in ROGO." Compl., Ex. H.

25. "Pursuant to City Code 9.5-262[, the Property] would have a density allocation of 0.1 dwelling units per acre for a total of 0.6 TDR's[,]" which could be sold and transferred to a different property." Compl., Ex. H.

---

[4] A true and accurate copy of the affidavit of Trent Marr ("Marr Aff.") is attached as **Exhibit D** to the City's Appendix.

26. The City's expert, Trent Marr, opined that, based on the allowable uses, the physically possible and legally permissible uses are limited to camping, ROGO points or TDR's. Marr Aff.

27. Marr opined regarding the Property's value under several different scenarios. Sold for personal use (e.g., for camping or bee keeping), the Property's value based on the sale of similar islands was between $46,000 to $60,000. Marr Aff.

28. As to ROGO points, Marr opined that a price per point was approximately $12,250 and that the market value of the subject based on ROGO points was $147,000 ($12,250 X 12 points). Marr Aff.

29. Thus, according to Marr, the Property retained significant value after the alleged taking either for sale for personal use (between $46,000 to $60,000) or through the sale of the ROGO points ($147,000). Marr Aff.

II. MEMORANDUM OF LAW

30. In their Motion for Partial Summary Judgment, the Plaintiffs ask the Court to determine that there has been a taking under Lucas, 505 U.S. 1003, because "the City took all economic use of the Shands' property." Pltf.'s Mot. at 2.

31. At least three problems exist with the Plaintiffs' Motion. First, the Third District had already determined that the Plaintiffs' could not state a Lucas-style claim. Second, under a Lucas-style categorical taking, value, and not use, is the determinative factor. Third, disputed issues of material facts remain over the value and use remaining at the Property following the alleged taking. Based on these issues, the Motion should be denied.

A. The Third District Has Held that the Plaintiffs Could Not State a Lucas-Style Taking

32. In the first appeal of this case, the Third District already ruled on the correct legal standard for the Shands' claims and rejected Shands' attempt to assert a Lucas-style. In Shands I, this Court found that the Shands were asserting "an as-applied taking" claim and held that "[t]he standard of proof for an as-applied taking is whether there has been a substantial deprivation of economic use or reasonable investment-backed expectations[,]" which "requires a 'fact-intensive inquiry of [the] impact of the regulation on the economic viability of the landowner's property by analyzing permissible uses before and after enactment of the regulation.'" 999 So. 2d at 725, 723 (quoting City of Riviera Beach v. Shillingburg, 659 So. 2d 1174, 1174 n.1 (Fla. 4th DCA 1995)). Thus, this Court has already determined the type of claim being asserted and identified the proper legal standard to be applied.

33. The Second District then rejected the Shands' attempt to assert a Lucas-style taking. In Shands I, Third District found that the Shands could not state a Lucas-style taking because "the mere enactment of the ordinances at issue did not eliminate all economically beneficial use of the property." Shands, 999 So. 2d at 724.

34. Under the law of the case, the Court is obligated to apply the standard articulated in Shands I to the Shands' claims. Where, as here, successive appeals are taken in the same case, the law of the case doctrine applies. Fla. Dep't of Transp. v. Juliano, 801 So.2d 101, 105 (Fla.2001). The law of the case doctrine, a principle of judicial estoppel, "requires that questions of law actually decided on appeal must govern the case in the same court and the trial court, through all subsequent stages of the proceedings." Juliano, 801 So.2d at 105 (citing Greene v. Massey, 384 So.2d 24, 28 (Fla.1980); Strazzulla v. Hendrick, 177 So.2d 1, 3

(Fla.1965)). Under this doctrine, the trial court is bound to follow prior rulings of the appellate court on "issues implicitly addressed or necessarily considered" by the appellate court so long as the facts on which the appellate court based its decision continue to be the facts of the case. Juliano, 801 So.2d at 106. "Simply stated, [] those points of law adjudicated in a prior appeal are binding in order to promote stability of judicial decisions and to avoid piecemeal litigation." Jacobson v. Humana Med. Plan, Inc., 636 So.2d 120, 121 (Fla. 3d DCA 1994).

35. Not only was this issue addressed by the Third District in Shands I, but the precise argument ow being advanced was raised by the Plaintiffs in the second appeal in this case, and again rejected by the Third District. See Shands II, 261 So. 3d at 753. In Shands II, the Plaintiffs argued in their Brief that the trial court erred in following Beyer v. City of Marathon, 197 So. 3d 563 (Fla. 4th DCA 2013), because Beyers applied the "'ad hoc' factual analysis" from Penn Central, 438 U.S. 104, and the Shands were instead asserting a taking under the test articulated in Lucas 505 U.S. 1003. Br. [5] at 20, 21-22. In response, the City argued the Third District had already ruled on the correct legal standard for the Shands' claims in Shands I and that the trial court had been obligated to the test articulated in Penn Cent. Transp. v. City of New York, 438 U.S. 104 (1978), to the Shands' claims. Ans. Br.[6] at 17-20. The Third District rejected the Plaintiffs' argument finding that the trial court had applied the proper analysis to the Plaintiffs' claim. See Shands II, 261 So. 3d at 753.

36. Thus, now that the Plaintiffs have argued twice to the Third District that their claims should be analysis under Lucas and had that argument rejected both times, no basis exists

---

[5] A true and accurate copy of the affidavit of the Plaintiffs' Brief from Shands II ("Br.") is attached as **Exhibit E** to the City's Appendix.

[6] A true and accurate copy of the affidavit of the City's Answer Brief from Shands II ("Ans.

for the Court to deviate from the Third District's two rulings that this case should be governed by the ad hoc test articulated in Penn Central.

37. As directed by the Third District in Shands I, "[o]n remand, it remains for the trial court to determine whether, given the Shands' economic expectations, the City's denial of the BUD application rises to the level of a compensable as-applied taking under state and federal law." 999 So. 2d at 727.

38. Since the Plaintiffs' Motion for Partial Summary Judgment only seeks relief under Lucas, the Motion should be denied.

B. The Plaintiffs Have Provided an Incorrect Statement of the Standard for a Taking Under Lucas

39. The Plaintiffs contend that "[w]here, as here, government regulation deprives the landowner of all such use, it constitutes a total regulatory taking that requires just compensation under the Takings Clause" under Lucas. The is not an accurate statement of the current state of the law under Lucas and its progeny.

40. Supreme Court opinions subsequent to Lucas have demonstrated that value is the determinative factor. In Lingle, the Supreme Court made clear that "[i]n the Lucas context, ... the complete elimination of a property's **value is the determinative factor**." 544 U.S. at 539 (emphasis added). The Supreme Court emphasized that "the categorical rule in Lucas was carved out for the 'extraordinary case' in which a regulation permanently deprives property of **all value**." Tahoe-Sierra Pres. Council, Inc. v. Tahoe Reg'l Planning Agency, 535 U.S. 302, 332 (2002) (emphasis added). "Anything less than a 'complete elimination of value,' or a 'total loss' ... would require the kind of analysis applied in Penn Central." Id. at 330 (quoting Lucas,

---

Br.") is attached as **Exhibit F** to the City's Appendix.

505 U.S. at 1019 n.8, 112 S.Ct. 2886); Bridge Aina Le'a, LLC v. Land Use Comm'n, 950 F.3d 610, 628 (9th Cir. 2020) ("there is no Lucas liability for this less than total deprivation of value.").

41. Although value is determinative, use is still relevant under certain circumstances. See Murr v. Wisconsin, 137 S. Ct. 1933, 1949 (2017) (concluding that the challenged regulations did not deprive the landowners of all economically beneficial use because "[t]hey can use the property for residential purposes" and "[t]he property has not lost all economic value"). Finally, a token interest will not defeat a Lucas claim. See Palazzolo v. Rhode Island, 533 U.S. 606, 631 (2001) ("Assuming a taking is otherwise established, a State may not evade the duty to compensate on the premise that the landowner is left with a token interest.").

42. Because the Plaintiffs' Motion utilizes the wrong standard and argues loss of use, the Motion should be denied. The proper standard involves an analysis of the remaining value after the alleged taking.

C. Disputed Issues of Material Fact Remain as to Whether the Plaintiffs Can Establish a Taking

43. Summary judgment is proper under Rule 1.510(c) where "the pleadings, depositions, answers to interrogatories, admissions, affidavits, and other materials as would be admissible in evidence on file show that there is no genuine issue as to any material fact." Arce v. Wackenhut Corp., 40 So. 3d 813, 815 (Fla. 3d DCA 2010). The movant bears the initial burden of demonstrating the nonexistence of any genuine issue of material fact. Id. (citing Valderrama v. Portfolio Recovery Assocs., LLC, 972 So. 2d 239 (Fla. 3d DCA 2007)). "Once competent evidence to support the motion has been tendered, the opposing party must come forward with admissible counter-evidence sufficient to reveal a genuine issue of material fact."

Arce, 40 So. 3d at 815 (emphasis removed) (citing Fla. R. Civ. P. 1.510; Michel v. Merrill Stevens Dry Dock Co., 554 So. 2d 593, 596 (Fla. 3d DCA 1989)); see Siegel v. Tower Hill Signature Ins. Co., 225 So. 3d 974, 976 (Fla. 3d DCA 2017).

44. "A court considering summary judgment must avoid two extremes." Gonzalez v. Citizens Property Ins. Corp., 273 So. 3d 1031, 1035 (Fla. 3d DCA 2019). On one hand, "a motion for summary judgment is not a trial by affidavit or deposition. Summary judgment is not intended to weigh and resolve genuine issues of material fact, but only identify whether such issues exist. If there is disputed evidence on a material issue of fact, summary judgment must be denied and the issue submitted to the trier of fact." Perez–Gurri Corp. v. McLeod, 238 So. 3d 347, 350 (Fla. 3d DCA 2017). At the same time, a "party should not be put to the expense of going through a trial, where the only possible result will be a directed verdict." Perez-Rios v. Graham Cos., 183 So. 3d 478, 479 (Fla. 3d DCA 2016) (citing Martin Petroleum Corp. v. Amerada Hess Corp., 769 So. 2d 1105, 1108 (Fla. 4th DCA 2000)).

45. Finally, in Encarnacion v. Lifemark Hospitals of Florida, 211 So. 3d 275 (Fla. 3d DCA 2017), the Third District held:

> A dispute as to a material fact is genuine if there is sufficient evidence for a reasonable jury to return a verdict for the non-moving party. Bishop v. R. J. Reynolds Tobacco Co., 96 So. 3d 464, 467 (Fla. 5th DCA 2012) ("Issues of fact are 'genuine' only if a reasonable jury, considering the evidence presented, could find for the non-moving party.") (citing Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 249, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986)).

Id. at 277.

46. Under this standard, the Plaintiffs must establish that there is no disputed issue of material fact that the City's conduct has **completely eliminated all value** of the Property.

Lingle, 544 U.S. at 539; Tahoe-Sierra Pres. Council, Inc., 535 U.S. at 332. The Plaintiffs cannot meet this burden.

47. The City has provided admissible record evidence in the form of the affidavit of its expert, Trent Marr, establishing that the Property retained significant value even after the alleged taking. Marr opined regarding the Property's value under several different scenarios. Sold for personal use (e.g., for camping or bee keeping), the Property's value based on the sale of similar islands was between $46,000 to $60,000. Marr Affidavit. As to ROGO points, Marr opined that a price per point was approximately $12,250 and that the market value of the subject based on ROGO points was $147,000 ($12,250 X 12 points). Marr Affidavit. Thus, according to Marr, the Property retained significant value after the alleged taking either for sale for personal use ($46,000 to $60,000) or through the sale of the ROGO points ($147,000).

48. The City submits that Marr's testimony creates an issue of material fact as to whether there has been a taking of the Plaintiffs' Property under Lucas. See Appolo Fuels, Inc. v. United States, 381 F.3d 1338, 1347 (Fed. Cir. 2004) (concluding that a 92% loss of value in one part of the land and a 78% loss in another part "is manifestly insufficient" under Lucas); Cienega Gardens v. United States, 331 F.3d 1319, 1344 (Fed. Cir. 2003) (concluding that Lucas requires a loss of "100% of a property interest's value"); Cooley v. United States, 324 F.3d 1297, 1305 (Fed. Cir. 2003) ("Contrary to the trial court's holding, the record shows that the 1993 denial apparently destroyed less than all of Cooley's property's value, which constitutes a non-categorical taking. The categorical takings directives of Lucas do not apply.").

49. The Second District already rejected the Plaintiffs' attempt to assert a Lucas-style taking in Shands I. It "appl[ied] the analysis set forth in Lucas" and analyzed whether "the

Shands denied all economically beneficial use of the property." Shands II, 999 So. 2d at 724. It noted that "[t]he OS designation, however, permitted 'low intensity residential uses ... that can be served by cisterns, generators and other self-contained facilities,'" and that "[t]ransfer of Development Rights … and ROGO allocation points were also available." Id. at 724. It held, "[t]hus, the mere enactment of the ordinances at issue did not eliminate all economically beneficial use of the property." Id.. The Second District summarized:

> In summation, the [Shands'] cause of action for inverse condemnation does not state a categorical, facial takings claim [under Lucas], because the mere enactment of the 1986 State Comprehensive Plan, or the City's subsequent adoption of the 2010 Comprehensive Plan, did not preclude all economic use and value. While it is true that a development moratorium on such high quality hammock land as Shands Key precluded building on it, it is also true that the availability of ROGO allocation points and TDRs for at least six acres of the upland portion of the Key suggests that some, perhaps not insignificant, economic value remains.

Id. at 725.

50. The Plaintiffs argue that, in the context of a Lucas-style taking, "TDRs and ROGO points are irrelevant" because "[w]hile the availability of TDRs and ROGO points go to the question of compensation for a taking, their availability has no impact on whether substantially all productive use of the property has been taken." Mot. at 19. Several problems exist with this argument.

51. First, even if the Plaintiffs are correct (they are not), evidence exists demonstrating that the Property retained significant value outside of the existence of TDRs and ROGO points. The City's expert opined that, sold for personal use (e.g., camping or bee keeping, a permitted use), the Property's value based on the sale of similar islands was between

$46,000 to $60,000. Marr Affidavit. Thus, admissible record evidence demonstrates that the Property retained monetary value independent of any TDR or ROGO points.

52. Second, the Plaintiffs' argument is based on the incorrect assertion that a Lucas-style taking focuses solely on remaining allowable uses. See Mot. at 22 ("Here, in effect, the City has declared 'off-limits' precisely the type of 'essential **use**' that all landowners would expect by right under Florida state law—the development of "habitable or productive improvements." (emphasis added) (citing Lucas, 505 U.S. at 1030–31). However, as explained above, Supreme Court opinions subsequent to Lucas have demonstrated that value, and not use, is the determinative factor. Lingle, 544 U.S. at 539; Tahoe-Sierra Pres. Council, Inc., 535 U.S. 332; see Bridge Aina Le'a, , 950 F.3d at 628. The dissenting and concurring opinions cited by the Plaintiffs do not alter the majority's rulings in these cases. See Mot. at 22 (citing Chief Justice Rehnquist's dissenting opinion from Tahoe-Sierra Pres. Council, Inc.); at 20-21 (citing Justice Scalia's concurring opinion from Suitum, 520 U.S. at 747).

53. Moreover, even if use was the determinative factor (it is not), record evidence demonstrates that the Property had not been stripped of all uses. Under the current LDRs, beekeeping and camping for personal use are permitted uses as a matter of right. Marr Aff.; MARATHON, FLA., CODE, Table 103.15.1.

54. Finally, the Third District already determined that the value of TDRs and ROGOs is relevant for purposes of a taking. In Shands I, the Second District noted that "[t]ransfer of Development Rights … and ROGO allocation points were also available" before holding that "[t]hus, the mere enactment of the ordinances at issue did not eliminate all economically beneficial use of the property" for purposes of a Lucas-style claim. Shands II, 999 So. 2d at

724; see also Beyer v. City of Marathon, 197 So. 3d 563, 566–67 (Fla. 3d DCA 2013) (finding that no taking occurred because "[t]he award of ROGO points [having a value of $150,000], coupled with the current recreational uses allowed on the property, reasonably me[t] the [plaintiffs'] economic expectations under these facts.").

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to Mark Miller, Esq. (mmiller@pacificlegal.org), Pacific Legal Foundation, 4440 PGA Blvd., Ste. 307, Palm Beach Gardens, FL 33410 on this 24th day of July 2020 via E-mail.

/s/Michael T. Burke
MICHAEL T. BURKE
Fla. Bar No. 338771
HUDSON C. GILL
Fla. Bar. No. 15274
Attorneys for Defendant City of Marathon
JOHNSON, ANSELMO, MURDOCH,
BURKE, PIPER & HOCHMAN, PA
2455 E. Sunrise Blvd., Suite 1000
Fort Lauderdale, FL 33304
Tel: 954-463-0100
Burke@jambg.com
Cardona@jambg.com

Kiren Mathews

From:	eservice@myflcourtaccess.com
Sent:	Friday, July 24, 2020 1:13 PM
Subject:	SERVICE OF COURT DOCUMENT CASE NUMBER 442007CA000099A001MR SHANDS, RODNEY VS CITY OF MARATHON
Attachments:	Response .pdf; Appendix.pdf

Notice of Service of Court Documents

Filing Information

Filing #:	110777187
Filing Time:	07/24/2020 04:13:20 PM ET
Filer:	Michael T Burke 954-463-0100
Court:	Sixteenth Judicial Circuit in and for Monroe County, Florida
Case #:	442007CA000099A001MR
Court Case #:	07-CA-99-M
Case Style:	SHANDS, RODNEY VS CITY OF MARATHON

Documents

Title	File
Response *	Response in Opposition to Pltfs M Partial Summ .
Appendix	Appendix of Docs in Opposition to Pltfs M Partia

E-service recipients selected for service:

Name	Email Address
Andrew M Tobin	tobinlaw@terranova.net
	tobinlaw2@gmail.com
Hudson C Gill	hgill@jambg.com
	diaz@jambg.com
Jeremy Brennan Talcott	JTalcott@pacificlegal.org
	IncomingLit@pacificlegal.org

Name	Email Address
	bas@pacificlegal.org
Kathryn Daly Valois	kvalois@pacificlegal.org
	incominglit@pacificlegal.org
	ppuccio@pacificlegal.org
Mark Miller	incominglit@pacificlegal.org
	mm@pacificlegal.org
	pp@pacificlegal.org
David J. Deerson	ddeerson@pacificlegal.org
	ppuccio@pacificlegal.org
	bsiebert@pacificlegal.org
Michael T Burke	burke@jambg.com
	cardona@jambg.com
James S. Mattson	jmattson@mattsonlaw.com
Andrew M. Tobin	tobinlaw@terranova.net
Rodney Edward Shands	rodneyshands@yahoo.com
	rodneyshands@yahoo.com
	rodneyshands@yahoo.com

E-service recipients not selected for service:

Name	Email Address
No Matching Entries	

This is an automatic email message generated by the Florida Courts E-Filing Portal. This email address does not receive email.

Thank you,
The Florida Courts E-Filing Portal

request_id#:110777187;Audit#:374408405;UCN#:442007CA000099A001MR;