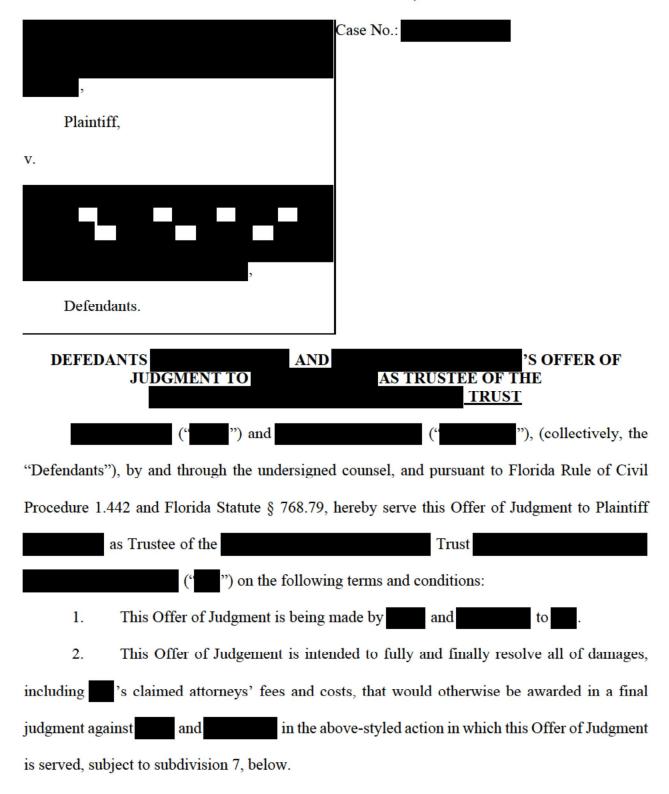
IN THE COUNTY COURT OF THE FIFTH JUDICIAL CIRCUIT IN AND FOR MARION COUNTY, FLORIDA



- 3. As a condition to sacceptance of this Offer of Judgment, must file a notice of voluntary dismissal with prejudice in accordance with Florida Rule of Civil Procedure 1.420 as to all claims asserted against and in sacceptance of this Offer of Judgment, must file a notice of voluntary dismissal with prejudice in accordance with Florida Rule of Civil Procedure 1.420 as to all claims asserted against and in sacceptance of this Offer of Judgment, must file a notice of voluntary dismissal with prejudice in accordance with Florida Rule of Civil Procedure 1.420 as to all claims asserted against and sacceptance of this Offer of Judgment, must file a notice of voluntary dismissal with prejudice in accordance with Florida Rule of Civil Procedure 1.420 as to all claims asserted against and sacceptance of this Offer of Judgment, must file a notice of voluntary dismissal with prejudice in accordance with Florida Rule of Civil Procedure 1.420 as to all claims asserted against and sacceptance of this Offer of Judgment, must file a notice of voluntary dismissal with prejudice in accordance with Florida Rule of Civil Procedure 1.420 as to all claims asserted against and sacceptance of this Offer of Judgment, must file a notice of voluntary dismissal with prejudice in accordance with Florida Rule of Civil Procedure 1.420 as to all claims as a second contract of the con
- 4. This Offer of Judgment excludes all non-monetary terms other than those set forth in paragraphs 3 and 9 herein relating to sobligation to file a notice of voluntary dismissal with prejudice, as is permitted under Florida Rule of Civil Procedure 1.442(2)(C).
- 5. The total amount of this Offer of Judgment is FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) (the "Settlement Payment"), which shall be paid by Defendants to in a one-time, lump sum payment. The Settlement Payment shall be paid by the Defendants within thirty (30) days from the date that the proceeds from the sale of the property at issue in the Complaint, _______, are disbursed and received by Defendants in cleared funds, and shall be paid to the trust account of ______ 's counsel listed in the certificate of service below.
- No punitive damages are claimed in this action and if otherwise so awardable, this
 Offer of Judgment is sought to resolve all punitive damage claims.
- 7. This Offer of Judgment includes settlement of all damages, interest and expenses that are set forth in sclaims against Defendants. has asserted claims for attorneys' fees and costs and this Offer of Judgment, including the Settlement Payment stated above, is intended to settle the attorneys' fees and costs claimed in this action and which may be recoverable by any party in this action.
- 8. Pursuant to Florida Rule of Civil Procedure 1.442(3), this Offer of Judgment is being made jointly by Defendants. Of the \$45,000.00 Settlement Payment, \$500.00 is attributable



by the terms set forth in paragraph 5, above, and shall be bound by the terms set forth in paragraphs 3, 9-10, herein.

- 9. To accept this Offer of Judgment, shall follow the applicable provisions of Florida Rule of Civil Procedure 1.442(f)(1). Within five (5) business days of 's counsel's receipt of the Settlement Payment, shall file the notice of voluntary dismissal with prejudice in accordance with Florida Rule of Civil Procedure 1.420, as stated in paragraph 3, above, providing that all parties shall bear their own attorneys' fees and costs.
- 10. Pursuant to Florida Rule of Civil Procedure 1.442(f), this Offer of Judgment shall be deemed rejected unless accepted by delivery of written notice of acceptance within thirty (30) days after the service of this Offer of Judgment. No oral communication constitutes an acceptance, rejection, or counteroffer of this Offer of Judgment.

Dated: August 27, 2024.

Respectfully submitted,

BARAKAT + BOSSA PLLC

Counsel for Defendants

and

2701 Ponce de Leon Blvd., Suite 202 Coral Gables, Florida 33134 Telephone (305) 444-3114 Facsimile (305) 444-3115

By: /s/ Jocelyne A. Macelloni
JOCELYNE A. MACELLONI

Florida Bar No. 92092 jmacelloni@b2b.legal service@b2b.legal dsimon@b2b.legal

MATTHEW AKIBA Florida Bar No. 1031198 makiba@b2b.legal





CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing was served upon counsel of record for , at and in accordance with

Fla. R. Gen. Prac. & Jud. Admin. 2.516, on this 27th day of August, 2024.

By: /s/ Jocelyne A. Macelloni
JOCELYNE A. MACELLONI