

**IN THE STATE COURT OF FULTON COUNTY  
STATE OF GEORGIA**

██████████,

*Plaintiff,*

v.

██████████,

*Defendant.*

Civil Action No.: ██████████

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**PLAINTIFF ██████████ OFFER OF SETTLEMENT  
TO DEFENDANT ██████████  
PURSUANT TO O.C.G.A. § 9-11-68**

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COMES NOW Plaintiff ██████████ (“Plaintiff”), by and through the undersigned counsel, and pursuant to O.C.G.A. § 9-11-68, hereby makes the following Offer of Settlement to Defendant ██████████:

1.

Plaintiff hereby makes this offer in writing pursuant to O.C.G.A. § 9-11-68.

2.

Plaintiff is making this proposal to Defendant ██████████.

3.

Plaintiff is attempting to resolve his claims for negligence, negligence *per se*, and attorney’s fees under O.C.G.A. § 13-6-11 against Defendant ██████████, and all other claims that may arise from the automobile collision that occurred on January 7, 2020, including, but not limited to any putative claims against ██████████.

4.

The relevant conditions of this offer are as follows:

- a. The offer, if accepted, would constitute a full and complete settlement of any and all claims that have been or could have been asserted by Plaintiff against Defendant [REDACTED], including any putative claim against [REDACTED].
- b. If the offer is accepted, Plaintiff will sign the release attached hereto as Exhibit "1."
- c. If the offer is accepted, Plaintiff will dismiss *with prejudice* his Complaint against Defendant [REDACTED].

5.

Plaintiff hereby offers to settle any and all claims that have been or could have been asserted by or on behalf Plaintiff in this case for the sum of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00), which is the total amount of the proposal.

6.

There is no amount proposed to settle a claim for punitive damages.

7.

The proposal includes attorney fees and expenses of litigation since the Complaint seeks to recover attorney's fees pursuant to O.C.G.A. § 13-6-11.

8.

This offer shall remain open for thirty (30) days, after which time it shall be withdrawn, unless it is sooner withdrawn by a writing or rejected by Defendant.

9.

This offer includes a Certificate of Service and is served upon Defendants by certified mail pursuant to O.C.G.A. § 9-11-68(a)(8).

10.

Defendant shall be on notice that in the event this Offer of Settlement is not accepted, and Plaintiff thereafter receives a judgment that is in an amount greater than 125 percent of such Offer of Settlement, Defendant will be responsible for attorney's fees and costs of Plaintiff incurred after the rejection of the offer as stated in O.C.G.A. § 9-11-68(b)(2).

Dated this 18<sup>th</sup> day of November 2020.

BUTLER LAW FIRM

BY: /s/ Matthew R. Kahn  
JAMES E. BUTLER, III  
Georgia Bar No. 116955  
MATTHEW R. KAHN  
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**ATTORNEYS FOR PLAINTIFF**

**CERTIFICATE OF SERVICE**

This is to certify that I have this day served all counsel to this action with a copy of the foregoing *PLAINTIFF* [REDACTED] *OFFER OF SETTLEMENT TO DEFENDANT* [REDACTED] *PURSUANT TO O.C.G.A. § 9-11-68* by depositing a copy of the same in the United States mail as Certified Mail – Return Receipt Requested, in an appropriately addressed envelope with adequate postage thereon as follows:



Dated this 18<sup>th</sup> day of November 2020.

BUTLER LAW FIRM

BY: /s/ Matthew R. Kahn  
JAMES E. BUTLER, III  
Georgia Bar No. 116955  
MATTHEW R. KAHN  
Georgia Bar No. 833443

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**ATTORNEYS FOR PLAINTIFF**