

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
FT. LAUDERDALE DIVISION

Case No.: 0:13-cv-62381-WPD

JAMAAL ANDERSON, JACOB BELL,  
DERRICK GAFFNEY, TAVARES  
GOODEN, FRANK GORE, SANTONIO  
HOLMES, JEVON KEARSE, KENARD  
LANG, RAY LEWIS, BRANDON  
MERIWEATHER, SANTANA MOSS,  
CLINTON PORTIS, LITO SHEPPARD,  
FRED TAYLOR, and GERARD WARREN,

Plaintiffs,

vs.

BRANCH BANKING AND TRUST  
COMPANY, as successor in interest to  
BankAtlantic, LLC,

Defendant,

**NOTICE OF ACCEPTANCE OF OFFER OF JUDGMENT**

Plaintiff, FRANK GORE by and through his undersigned attorneys, hereby notifies the Court and the Parties of his ACCEPTANCE of the Offer of Judgment, which was served on FRANK GORE on January 30, 2015, by Defendant BRANCH BANKING AND TRUST COMPANY.

/s/ James S. Toscano

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**JAMES S. TOSCANO**

Florida Bar No. 0899909

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Not currently admitted to practice in Florida or  
in the Southern District of Florida

Attorneys for Plaintiff

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 2<sup>nd</sup> day of March, 2015, a true and correct copy of the foregoing has been electronically filed and served via CM/ECF which system will send notice to: **DAVID S. HENDRIX, ESQUIRE, ANDREW J. MAYTS, ESQUIRE, ALEX DE ALEJO, ESQUIRE, and MARK SCHELLHASE, ESQUIRE**, Post Office Box 3324, Tampa, Florida 33602 ([david.hendrix@gray-robinson.com](mailto:david.hendrix@gray-robinson.com), [andrew.mayts@gray-robinson.com](mailto:andrew.mayts@gray-robinson.com), [Alexandra.dealejo@gray-robinson.com](mailto:Alexandra.dealejo@gray-robinson.com), [mark.schellhase@gray-robinson.com](mailto:mark.schellhase@gray-robinson.com)).

*/s/ James S. Toscano*

**JAMES S. TOSCANO**

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA

Case No.: 0:13-cv-62381-BB

JAMAAL ANDERSON, et al,

Plaintiffs,

vs.

BRANCH BANKING AND TRUST COMPANY,  
As successor in interest to BankAtlantic, LLC,

Defendant.

**DEFENDANT BRANCH BANKING AND TRUST COMPANY'S  
OFFER OF JUDGMENT TO PLAINTIFF FRANK GORE**

Defendant, Branch Banking and Trust Company, as successor in interest to BankAtlantic ("BB&T"), pursuant to Florida Statute § 768.79, hereby makes the following Offer of Judgment ("Offer") to Plaintiff, *Frank Gore* ("*Gore*") as follows:

1. **Florida Law under Which this Offer is Made:** Florida Statute § 768.79.
2. **Party Making the Offer:** BB&T
3. **Party to Whom Offer is Made:** *Gore*
4. **Total Amount of the Offer:** \$1,000.00 (One Thousand Dollars), to be paid by

BB&T to *Gore* within five (5) business days of *Gore's* written acceptance of this Offer.

5. **Claims and Damages to be Resolved:** This Offer resolves all damages that would otherwise be awarded in a final judgment in the above-styled action.

6. **Amount to Settle Punitive Damages Claims:** BB&T offers \$0 (Zero Dollars) to settle any and all punitive damage claims that *Gore* seeks, or intends to seek, against BB&T.

7. **Fees, Costs, and Pre-Judgment Interest:** This Offer includes all attorneys' fees, costs, and prejudgment interest *Gooden* seeks, or intends to seek, against BB&T.

8. **Dismissal of Action Upon Payment:** *Gore* shall file a Notice of Dismissal with Prejudice of this action against BB&T within five (5) business days of BB&T's payment of the amount of this Offer.

9. **Other Conditions:** This Offer is conditional upon: a) *Gore* dismissing this action with prejudice within five (5) days of BB&T's payment of the amount of this Offer; and b) *Gore* executing a Limited Release in favor of BB&T in the form attached hereto as *Exhibit "A"* within five (5) business days of BB&T's payment of the amount of this Offer.

10. **Service of Offer:** This Offer has been served on *Gore's* counsel, but has not been filed with the Court, in accordance with Florida Statute § 768.79.

11. **Expiration of the Offer:** This Offer shall expire in accordance with the provisions of Florida Statute § 768.79 (and Fla. R. Civ. P. 1.442, held to be applicable in diversity cases).

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(954) 761-8112 (fax)  
*Attorney for Branch Banking and Trust Company*

/s/David S. Hendrix  
David S. Hendrix, Esq.  
Florida Bar No. 827053  
Scott Lawrence Cagan, Esq.  
Florida Bar No. 822681

**CERTIFICATE OF SERVICE**

I hereby certify that on January 30, 2015, the foregoing document is being served via e-mail, but not filed in accordance with Local Rule 26.1(b), on this day on all counsel of record identified on the attached Service List by e-mail or U.S. Mail.

/s/ David S. Hendrix

David S. Hendrix

**SERVICE LIST**

**JAMAAL ANDERSON, et al. vs. BRANCH BANKING AND TRUST COMPANY**

**Case No. 13-cv-62381-BB**

**United States District Court, Southern District of Florida**

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**EXHIBIT "A"**

**LIMITED RELEASE**

**KNOW ALL MEN BY THESE PRESENTS**

That **FRANK GORE**, ("First Party"), for valuable consideration, received from or on behalf of **BRANCH BANKING AND TRUST COMPANY, as successor in interest to BankAtlantic** ("Second Party"), the receipt whereof is hereby acknowledged,

(Wherever used herein the terms "First Party" and "Second Party" shall, when referring to individuals, include all heirs, legal representatives, attorneys, and assigns; when referring to corporations, partnerships, or any other type of legal entity, "First Party" and "Second Party" shall include their respective former and present: successors, assigns, affiliates, parent corporations, subsidiaries, owners, directors, officers, members, partners, shareholders, employees, attorneys, insurers, and agents).

**HEREBY** remises, releases, acquits, satisfies, and forever discharges the said Second Party, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said First Party ever had or now has, whether known or unknown, accrued or unaccrued, or which any personal representative, trustee, successor, heir or assign of said First Party, hereafter can, shall or may have, against said Second Party, with respect to all claims that were asserted by First Party against Second Party in the action Jamaal Anderson, et al. vs. Branch Banking and Trust Company, as successor in interest to BankAtlantic, Case No.: 13-cv-62381-BB, including any and all claims that arise out of or relate to the transactions, occurrences and events that are the subject of the Complaint, including all amendments thereto, from the beginning of the world to the day of these presents.

This Release shall be governed by Florida law.

[Signature Page on Next Page]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Frank Gore

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

BE IT KNOWN, that on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, \_\_\_\_\_, a Notary Public in the State of \_\_\_\_\_, duly commissioned and sworn, dwelling in the County of \_\_\_\_\_, personally came and appeared Frank Gore, to me personally known or who has produced \_\_\_\_\_ as identification.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by seal of office the day and year last above written.

\_\_\_\_\_  
NOTARY PUBLIC.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Commission Number

\_\_\_\_\_  
My Commission Expires: