MARLOW, SHOFI, CONNELL, VALERIUS, ABRAMS, LOWE & ADLER

ATTORNEYS AT LAW

GROVE PROFESSIONAL BUILDING • SUITE 200

2950 SOUTHWEST 27TH AVENUE

COCONUT GROVE

MIAMI, FLORIDA 33133

TELEPHONE (305) 446-0500

BROWARD LINE 463-9520

TELECOPIER (305) 446-3667

TAMPA OFFICE

SUITE 201

THE BAYSHORE BUILDINGS

2907 BAY TO BAY BOULEVARD

TAMPA, FLORIDA 33629

(813) 831-5599

REPLY TO: MIAMI

SETH ABRAMS
JOEL D. ADLER
SUSAN J. ARRICK
RAY A. BARBER
RODERICK F. COLEMAN
ANDREW S. CONNELL
HARLAN M. GLADSTEIN
KAREN J. HAAS
TERRE W. HANDAL
PAMELA HORNETT KYLE
LISA C. LANDSMAN
SAMUEL S. LEWIS
JOSEPH H. LOWE
ILEANA MARCOS
HOMER L. MARLOW
ROBERT SCOTT NEWMAN
HOWARD A. STONE
THOMAS F. VALERIUS

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FILED
SID J. WHITE
DEC 7 1988
CLERK, SUPREME COURT
By _____ Deputy Clerk

Clerk of the Supreme Court
Tallahassee, Florida 32399-1927

RE: Case No. ~~73000263~~ 73,263

To the Clerk of the Court:

The undersigned counsel acknowledges the need for a consolidation of the Offer of Judgment Rules and Statutes. The best vehicle would be for an amendment of Florida Rules of Civil Procedure 1.442. However, the proposed rule as it appeared in the Florida Bar News on November 15, 1988 would not provide sanctions which would encourage settlement. The proposal would only impose a 15% penalty for a failure to accept an Offer of Settlement. The sanctions as provided in Florida Statute §45.061 and §768.79 are more appropriate.

Furthermore, the undersigned counsel concurs with the time requirements, form of offer, service, acceptance, and the withdrawal of offer provisions. Finally, the applicability provision in sub-paragraph (a) would be more specific if it tracked the language contained in Florida Rules of Civil Procedure 1.442, to wit:

> "the money or property or to the effects specified in his offer ..."

This language would allow the Offer of Judgment to apply to actions involving other than money damages.

Very truly yours,

H. M. GLADSTEIN

HMG/lf

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