

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

JACK LOWE and DENNIS	)	
REYNOLDS,	)	Civil No.: 1:13-cv-02425-AT-LTW
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
ATLAS LOGISTICS GROUP	)	
RETAIL SERVICES (ATLANTA),	)	
LLC,	)	
	)	
Defendant.	)	

**OFFER OF JUDGMENT TO PLAINTIFFS**

Defendant ATLAS LOGISTICS GROUP RETAIL SERVICES (ATLANTA), INC., (“Atlas”) makes this Offer of Judgment to Plaintiffs, JACK LOWE and DENNIS REYNOLDS (“Plaintiffs”), in the above-styled matter as follows:

1. This Offer is made pursuant to Rule 68 of the Federal Rules of Civil Procedure.
2. This Offer, if accepted, shall resolve each and every claim asserted in the above-styled action by Plaintiffs against Atlas in the above-captioned matter. This Offer includes any and all damages sought by Plaintiffs in this matter and is inclusive of attorneys’ fees and taxable costs.

3. Atlas hereby offers in settlement to Plaintiffs, the total amount of TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,000.00) (“total amount”), inclusive of attorneys’ fees and costs, in exchange for Plaintiffs’ execution of Confidential Settlement Agreement and General Releases, in which they will agree: to release Atlas from any and all claims they have or may have against Atlas; to acknowledge they have no additional claims against Atlas; to keep confidential the terms of the Confidential Settlement Agreement and General Release, the facts underlying their claims or any allegations of unlawful conduct by Atlas, the substance of the above-captioned lawsuit and any other matters relating to this action; and not to voluntarily assist others in bringing claims against Atlas.

4. There are no other monetary conditions.

5. The Offer shall be deemed rejected unless accepted by delivery of a written notice of acceptance within seven (7) days after service of this Offer. If the Offer is accepted, the parties shall consent, following the execution of the Confidential Settlement Agreement and General Release, referenced above, to the entry of judgment in the amount of TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,000.00) against Atlas and the dismissal with prejudice of the above-captioned matter.

6. This Offer is made for the purposes of Rule 68 only, and neither it nor any judgment that may result from this offer is to be construed as an admission (i) of any wrongdoing on the part of Atlas, (ii) that Atlas is liable in this action, or (iii) that Plaintiffs have suffered any damages.

7. If the Judgment finally obtained by Plaintiffs is not more favorable than this Offer, it must pay the costs incurred by Atlas after making the Offer.

DATED this 29<sup>th</sup> day of May, 2014.

Respectfully submitted,

JACKSON LEWIS PC

By: /s/ Dion Y Kohler

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Georgia Bar Number: 427715  
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### **CERTIFICATION**

In accordance with LR 5.1C, NDGa, I hereby certify that this document has been prepared in 14 point, Times New Roman font.

/s/ Alison E. Loy

Alison E. Loy

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NORTHERN DISTRICT OF GEORGIA  
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JACK LOWE and DENNIS )  
REYNOLDS, )  
 )  
Plaintiff, )

vs. )

Civil No.: 1:13-cv-02425-AT-LTW

ATLAS LOGISTICS GROUP )  
RETAIL SERVICES (ATLANTA), )  
LLC, )

Defendant.

**CERTIFICATE OF SERVICE**

I certify that on May 29, 2015, I filed the foregoing OFFER OF JUDGMENT with the clerk of the Court using the CM/ECF system which will send email notification of such filing to counsel of record for Plaintiff:

Amanda Farahany  
Benjamin Barrett  
Barrett & Farahany, LLP  
1100 Peachtree Street, N.E., Ste. 500  
Atlanta, GA 30309

*/s/ Alison E. Loy*  
\_\_\_\_\_  
Alison E. Loy  
Georgia Bar No. 544219