

UNITED STATES DISTRICT COURT
for the EASTERN DISTRICT OF KENTUCKY
CENTRAL DIVISION at LEXINGTON

STACY PADGETT and
TERRY ASHLEY-PADGETT,

PLAINTIFFS

v.

CERTEGY CHECK SERVICES, INC.,

DEFENDANT

Civil Action No. 5:09-CV-52-JBC

electronically filed

Notice of Rule 68 Offer and Acceptance

Pursuant to Rule 68(a), Plaintiffs Stacy Padgett and Terry Ashley-Padgett file an offer of judgment by Defendant Certegy Check Services, Inc. and their notice of acceptance, plus proof of service. Copies of the Offer of Judgment, served July 28, 2008, and of the Notice of Acceptance of Defendant's Offer of Judgment, served August 10, 2009, are attached hereto.

Respectfully submitted,

Katherine K. Yunker
YUNKER & ASSOCIATES
P.O. Box 21784
Lexington, KY 40522-1784
(859) 255-0629
Fax: (859) 255-0746
yunker@desuetude.com

/s/ Katherine K. Yunker

ATTORNEY FOR PLAINTIFFS

CERTIFICATE of ECF FILING and SERVICE

I hereby certify that on this the 21st day of August 2009, I electronically filed this document through the ECF system, which will send a notice of electronic filing to Kevin Ray Feazell and Jesse R. Lipcius, attorneys of record for Defendant.

/s/ Katherine K. Yunker

Attorney for Plaintiffs

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF KENTUCKY
LEXINGTON DIVISION**

STACY PADGETT and	:	Case No. 5:09-CV-52 (JBC)
TERRY ASHLEY-PADGETT,	:	
	:	Judge Jennifer B. Coffman
Plaintiffs,	:	
	:	
v.	:	
	:	<u>OFFER OF JUDGMENT</u>
CERTEGY CHECK SERVICES, INC.	:	
	:	
Defendant.	:	

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendant Certegy Check Services, LLC (“Certegy” by and through its undersigned attorneys, hereby submit this Offer of Judgment (“Offer”), which offers to allow judgment to be taken against Defendant and in favor of Plaintiffs Stacy Padgett and Terry Ashley-Padgett (“Plaintiffs”), as follows:

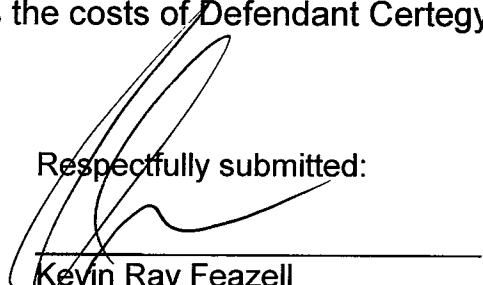
1. Judgment shall be entered against Defendant in the amounts of: (i) One Thousand One Dollars and 00/100 (\$1,000.00) in favor of plaintiff Stacy Padgett, and (ii) One Thousand One Dollars and 00/100 (\$1,000.00) in favor of plaintiff Terry Ashley Padgett, arising from Plaintiffs’ claims against Defendant Certegy as alleged in Plaintiffs’ Complaint in the above-captioned matter.

2. The judgment entered shall include an additional amount for Plaintiffs’ reasonable attorney fees and costs incurred by Plaintiff in connection with the claims alleged in the herein matter. The amount of

attorney fees and costs shall be agreed by counsel for the parties, or determined by the Court upon application by Plaintiffs' counsel, subject to objection and response by Defendant's counsel, if counsel for the parties are unable to reach an agreement. Plaintiffs' reasonable attorney fees and costs shall be limited to time and amounts expended on Plaintiff's claims in this matter relating to Defendants through the date of Plaintiff's receipt of service of this Offer.

3. In accordance with F.R.C.P. 68, if this Offer of Judgment is not accepted by Plaintiffs within ten days after service of the Offer, the Offer shall be deemed withdrawn and evidence of this Offer will be inadmissible except in any proceeding to recover costs. If this Offer of Judgment is not accepted by Plaintiffs and the judgment finally obtained by Plaintiffs is not more favorable than this Offer, the Plaintiffs must pay their costs incurred after receipt of this Offer, as well as the costs of Defendant Certegy.

Respectfully submitted:




Kevin Ray Fezell
537 East Pete Rose Way
Suite 400
Cincinnati, OH 45202-3578
513-852-8200 phone
513-852-8222 fax
krf@corsbassett.com

Trial Attorney for Defendant
Certegy Check Services, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of July, 2009, the foregoing offer of judgment was served on the following via first class United States mail, postage pre-paid, and by electronic mail, postage pre-paid.

Katherine K. Yunker
YUNKER & ASSOCIATES
P.O. Box 21784
Lexington, KY 40522-1784
yunker@desuetude.com



Kevin Ray Feazell

UNITED STATES DISTRICT COURT
for the EASTERN DISTRICT OF KENTUCKY
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STACY PADGETT and
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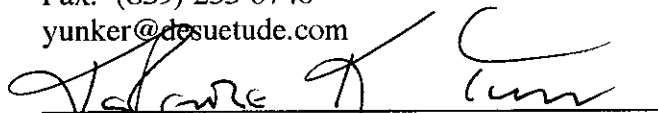
Civil Action No. 5:09-CV-52-JBC

Notice of Acceptance of Defendant's Offer of Judgment

Plaintiffs, Stacey Padgett and Terry Ashley-Padgett, hereby give written notice under Federal Rule of Civil Procedure 68(a) of their acceptance of the Offer of Judgment by Defendant Certegy Check Services, Inc. that was served by mail upon Plaintiffs on July 28, 2009. A copy of the Offer of Judgment accepted by Plaintiffs is attached hereto.

Respectfully submitted,


Katherine K. Yunker
YUNKER & ASSOCIATES
P.O. Box 21784
Lexington, KY 40522-1784
(859) 255-0629
Fax: (859) 255-0746
yunker@desuetude.com



ATTORNEY FOR PLAINTIFFS

CERTIFICATE of SERVICE

I hereby certify that on this the 10th day of August 2009, a copy of the foregoing Notice of Acceptance was served, via first-class U.S. mail, postage prepaid, on Attorneys for Defendant: Kevin Ray Fezell and Jesse R. Lipcius, Cors & Bassett, LLC, 537 East Pete Rose Way, Suite 400, Cincinnati, OH 45202.

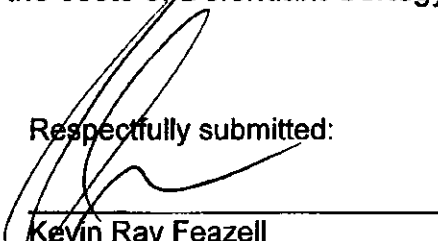


Attorney for Plaintiffs

attorney fees and costs shall be agreed by counsel for the parties, or determined by the Court upon application by Plaintiffs' counsel, subject to objection and response by Defendant's counsel, if counsel for the parties are unable to reach an agreement. Plaintiffs' reasonable attorney fees and costs shall be limited to time and amounts expended on Plaintiff's claims in this matter relating to Defendants through the date of Plaintiff's receipt of service of this Offer.

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Respectfully submitted:




Kevin Ray Fezell
537 East Pete Rose Way
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Cincinnati, OH 45202-3578
513-852-8200 phone
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krf@corsbassett.com

Trial Attorney for Defendant
Certegy Check Services, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of July, 2009, the foregoing offer of judgment was served on the following via first class United States mail, postage pre-paid, and by electronic mail, postage pre-paid.

Katherine K. Yunker
YUNKER & ASSOCIATES
P.O. Box 21784
Lexington, KY 40522-1784
yunker@desuetude.com



Kevin Ray Feazell