

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ALABAMA  
NORTHWESTERN DIVISION

JOHN SMITH,	)	
	)	
Plaintiff	)	
	)	
vs.	)	Case No. 3:15-cv-00443-HGD
	)	
HULL, STOREY & GIBSON	)	
COMPANIES, LLC,	)	
	)	
Defendant	)	

**MEMORANDUM OPINION**

Plaintiff has filed a Rule 68 Proof of Service on the Offer and Acceptance of Judgment. (Doc. 15). Defendant, Hull, Storey, & Gibson Companies, LLC,<sup>1</sup> provided an Offer of Judgment to plaintiff on July 17, 2015. (Doc. 15-1). The same day, plaintiff sent notice to defendant of his acceptance of the Offer of Judgment by email and by overnight FedEx. (Doc. 15-2). Defendant received the acceptance on July 20, 2015, within the 14-day time frame prescribed by Rule 68(a), Fed.R.Civ.P. (Doc. 15-3).

The parties have consented to the jurisdiction of the undersigned magistrate judge pursuant to 28 U.S.C. § 636(c). The court finds that judgment is due to be

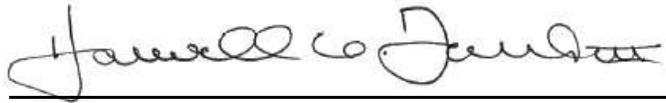
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<sup>1</sup> Defendant has stated in its answer that its correct name is Hull Storey Retail Group L.L.C., d/b/a Hull Property Group. See Doc. 6, Answer, at 1.

entered in favor of plaintiff, John Smith, and against defendant, Hull, Storey, & Gibson Companies, LLC (Hull Storey Retail Group L.L.C., d/b/a Hull Property Group), in accordance with the terms of the Offer of Judgment provided by defendant and accepted by plaintiff.

A separate Final Judgment in accordance with this Memorandum Opinion will be entered contemporaneously herewith.

DONE this 22nd day of July, 2015.

A handwritten signature in cursive script, appearing to read "Harwell G. Davis, III". The signature is written in black ink and is positioned above a horizontal line.

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HARWELL G. DAVIS, III  
UNITED STATES MAGISTRATE JUDGE