

NOT FINAL UNTIL TIME EXPIRES
TO FILE REHEARING MOTION
AND, IF FILED, DISPOSED OF.

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA
THIRD DISTRICT
JANUARY TERM, 2003

KENDALL VILLAGE, INC., etc.,
et al.,

**

**

Appellant,

**

vs.

CASE NO. 3D02-599

**

U.S. DEVELOPMENT, LTD.,
by and through its general
partner, U.S. DEVELOPMENT
CORP.,

LOWER

**

TRIBUNAL NO. 00-16273

**

Appellee.

**

Opinion filed April 30, 2003.

An Appeal from the Circuit Court for Miami-Dade County,
Michael A. Genden, Judge.

Adorno & Yoss, Jack R. Reiter and Natalie J. Carlos, for
appellant.

Kathleen M. Weber Raskin, for appellee.

Before SCHWARTZ, C.J., and GODERICH and GREEN, JJ.

PER CURIAM.

A review of the record indicates that the plaintiff, U.S.

Development, Ltd., by and through its general partner U.S. Development Corp., did not meet its burden of establishing that the offer of judgment made by Jeffrey Berkowitz pursuant to section 768.79, Florida Statutes (2001), was not made in good faith. See Donohoe v. Starmed Staffing, Inc., 743 So. 2d 623, 624 (Fla. 2d DCA 1999); Pacer Tech. v. Lee Pharms., Inc., 737 So. 2d 1238 (Fla. 3d DCA 1999). As such, the trial court abused its discretion by denying Berkowitz's motion for attorney's fees. This cause is remanded with directions to award attorney's fees to Berkowitz.

Reversed and remanded with directions.