

IN THE STATE COURT OF GWINNETT COUNTY
STATE OF GEORGIA

APRIL MERRITT)
)
 Plaintiff,)
)
 v.) CIVIL ACTION NO. 23-C-05027-S3
)
 COREY BROWN,)
)
 Defendant.)

ORDER GRANTING MOTION TO STRIKE

This Court has reviewed the motion of defendant Corey Brown’s uninsured motorist (“UM”) carrier, Allstate Property & Casualty Insurance Company (“Allstate”), to strike the offer of settlement served upon Allstate by plaintiff April Merritt. No response has been filed thereto.

O.C.G.A. § 9-11-68 allows a party, prior to trial, to serve upon the other party a written offer to settle a tort claim. If the offer is rejected, and the jury verdict is 25 percent above or below the offer, the party that made the offer can collect reasonable attorney’s fees. O.C.G.A. § 9-11-68(b). An uninsured motorist claim “is a contract action between the insured and his insurance carrier, even though it proceeds and is tried on tort issues.” *State Farm Fire & Cas. Ins. Co. v. Terry*, 230 Ga. App. 12, 17 (1997). Thus, § 9-11-68(a) would not apply to a defendant’s UM carrier. *See Eichenblatt v. Piedmont/Maple, LLC*, 358 Ga. App. 234, 240 (2021) (finding that because the offer of settlement addressed tort claims and contract claims, the trial court erred in awarding fees under § 9-11-68).

Here, for good cause shown, Allstate’s motion to strike Plaintiff’s offer of settlement made pursuant to § 9-11-68 is **GRANTED**. Accordingly, Plaintiff’s offer of settlement, served upon Allstate via certified mail on May 14, 2024, shall be **STRICKEN** from the record in the instant case and shall not be further considered by this Court.

IT IS SO ORDERED this 31 day of July 2024.


CARLA E. BROWN, Chief Judge
State Court of Gwinnett County