

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,  
IN AND FOR PALM BEACH COUNTY, FLORIDA

NITV FEDERAL SERVICES, LLC  
a Florida limited liability company,

Plaintiff,

CASE NO.: 50-2015-CA-005885XXXXMB

v.

ELWOOD GARY BAKER, an individual  
d/b/a BAKER GROUP INTERNATIONAL,  
EXPERTOS VSA, INC., a Florida  
corporation, EXPERTOS VSA, SA, a Foreign  
corporation, and MICHAEL SAVAGE,  
an Individual,

Defendants.

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**PLAINTIFF'S NOTICE OF ACCEPTANCE OF PROPOSAL FOR SETTLEMENT  
DIRECTED TO DEFENDANT**

Plaintiff NITV FEDERAL SERVICES, LLC, a Florida limited liability company, by and through its undersigned counsel, hereby accepts the Proposal for Settlement of Defendant ELWOOD GARY BAKER, an individual d/b/a BAKER GROUP INTERNATIONAL, EXPERTOS VSA, INC., a Florida corporation, and MICHAEL SAVAGE, an Individual, all of which are dated August 27, 2021. A true and correct copy of each of Defendants' Proposals for Settlement are attached hereto as Exhibit "A."

Respectfully submitted,

By: /s/ James D'Loughy  
James D'Loughy, Esquire  
Florida Bar No.: 052700  
ADVISORLAW PLLC  
2925 PGA Boulevard, Suite 204  
Palm Beach Gardens, Florida 33410  
Email: [jdoughy@advisorlaw.com](mailto:jdoughy@advisorlaw.com)  
Tel.: 561-622-7788  
Fax: 800-734-5289  
*Attorney for Plaintiff*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via electronic mail this 3<sup>rd</sup> day of September 2021 to: **Scott W. Zappolo, Esq.**, [szappolo@zappolofarwell.com](mailto:szappolo@zappolofarwell.com), **Jeffrey G. Farwell, Esq.**, [jfarwell@zappolofarwell.com](mailto:jfarwell@zappolofarwell.com), Zappolo & Farwell, P.A., 7108 Fairway Drive, Suite 150, Palm Beach Gardens, Florida, 33418.

By: /s/ James D'Loughy  
James D'Loughy, Esquire

NOT A CERTIFIED COPY

**EXHIBIT "A"**

**DEFENDANTS' PROPOSALS FOR SETTLEMENT OF ELWOOD GARY BAKER, AN  
INDIVIDUAL D/B/A BAKER GROUP INTERNATIONAL, EXPERTOS VSA, INC., A  
FLORIDA CORPORATION, AND MICHAEL SAVAGE**

**NOT A CERTIFIED COPY**

IN THE CIRCUIT COURT OF THE 15<sup>th</sup>  
JUDICIAL CIRCUIT, IN AND FOR  
PALM BEACH COUNTY, FLORIDA.

CASE NO.: 50-2015-CA-005885-MB-AG

NITV Federal Services, LLC  
A Florida Limited Liability Company  
Plaintiff,

vs.

Elwood Gary Baker, and individual  
d/b/a Baker Group International;

and

Expertos VSA, Inc.,  
a Florida Corporation; and

Michael Savage, an individual  
Defendants.

\_\_\_\_\_ /

**DEFENDANT ELWOOD GARY BAKER'S OFFER OF JUDGMENT / PROPOSAL FOR  
SETTLEMENT TO NITV FEDERAL SERVICES, LLC  
(Corrected- prior 8/27/21 Offer is Withdrawn – this Offer is Effective Offer)**

Defendant, ELWOOD GARY BAKER, by and through his undersigned attorneys, hereby serves his Offer of Judgment / Proposal for Settlement to Plaintiff, NITV FEDERAL SERVICES, LLC pursuant to Florida Statute §768.79 and Florida Rule of Civil Procedure 1.442, and states: (The Offer / Proposal Previously served on 8/21/2021 is withdrawn due to typographical / formatting errors)

1. This Offer / Proposal is made by Defendant, Elwood Gary Baker to Plaintiff, NITV Federal Services, LLC.
2. This Offer / Proposal resolves all damages that would be otherwise awarded in a final judgment for claims and defenses in this action between Elwood Gary Baker and NITV Federal Services, LLC – including attorney's fees and costs those are part of the legal claim(s) against Elwood Gary Baker.

3. The total amount offered by Defendant, Elwood Gary Baker is \$ 500.00 to NITV Federal Services, LLC as full settlement of all of NITV Federal Services, LLC's claims against Elwood Gary Baker.
4. The relevant conditions and non-monetary terms are that payment of the aforementioned amount will resolve all claims among Elwood Gary Baker and NITV Federal Services, LLC and that NITV Federal Services, LLC will dismiss its claims in the above captioned cause of action against Elwood Gary Baker with prejudice with each party bearing their own fees and costs in this action. Said dismissal with prejudice is to occur within ten (10) days of Elwood Gary Baker making payment to NITV Federal Services, LLC.
5. This action does not contain a claim for punitive damages between or among Elwood Gary Baker and NITV Federal Services, LLC. Therefore, this proposal is not proposed to settle any claim for punitive damages (the amount offered for payment of punitive damage claims is zero dollars).
6. This offer of \$ 500.00 includes any and all claims for attorney's fees. Attorney's fees are asserted as part of the claim against Elwood Gary Baker in Count III and Count V of the Verified Fourth Amended Complaint.
7. Pursuant to Florida Statute §768.79(4) and Fla.R.Civ.P. 1.442(f), This Offer of Judgment / Proposal for Settlement shall be deemed rejected unless accepted by delivery of a written notice of acceptance within 30 days after service of the proposal.
8. Should this proposal for settlement be properly accepted, no matters remain to be resolved among Elwood Gary Baker and NITV Federal Services, LLC.
9. Pursuant to Fla.R.Civ.P. 1.442, this proposal for settlement: If made to Defendant, is served not earlier than 90 days after service of process on that Defendant; if

made to Plaintiff, is made no earlier than 90 days after the action has been commenced. In no event is this proposal served later than 45 days before the date set for trial or the first day of the docket on which the case is set for trial, whichever is earlier.

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on this 27th day of August, 2021, pursuant to Fla. R. Jud. Admin. 2.516, a true copy of the foregoing document is being furnished by e-mail to:  
Persons served:

James D'Loughy, Esq., 2925 PGA Boulevard, Suite 204, Palm Beach Gardens, FL 33410. jdloughy@advisorlaw.com; pleadings@advisorlaw.com

**HOWEVER, PURSUANT TO §768.79 FLORIDA STATUTES AND FLORIDA RULE OF CIVIL PROCEDURE 1.442, THIS PROPOSAL FOR SETTLEMENT WILL NOT BE FILED UNLESS ACCEPTED AND/OR NECESSARY TO ENFORCE THE PROVISIONS OF THE RULE AND/OR STATUTE.**

**ZAPPOLO & FARWELL, P.A.**  
Attorneys for Elwood Gary Baker  
7108 Fairway Drive, Suite 322  
Palm Beach Gardens, FL 33418  
(561) 627-5000 (telephone)  
(561) 627-5600 (facsimile)  
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jfarwell@zappolofarwell.com

By: /S/ Scott W. Zappolo  
SCOTT W. ZAPPOLO  
Florida Bar Number 13243

IN THE CIRCUIT COURT OF THE 15<sup>th</sup>  
JUDICIAL CIRCUIT, IN AND FOR  
PALM BEACH COUNTY, FLORIDA.

CASE NO.: 50-2015-CA-005885-MB-AG

NITV Federal Services, LLC  
A Florida Limited Liability Company  
Plaintiff,

vs.

Elwood Gary Baker, and individual  
d/b/a Baker Group International;

and

Expertos VSA, Inc.,  
a Florida Corporation; and

Michael Savage, an individual  
Defendants.

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**DEFENDANT EXPERTOS VSA, INC.'S OFFER OF JUDGMENT / PROPOSAL FOR  
SETTLEMENT TO NITV FEDERAL SERVICES, LLC**

Defendant, EXPERTOS VSA, INC., by and through its undersigned attorneys, hereby serves its Offer of Judgment / Proposal for Settlement to Plaintiff, NITV FEDERAL SERVICES, LLC pursuant to Florida Statute §768.79 and Florida Rule of Civil Procedure 1.442, and states:

1. This Offer / Proposal is made by Defendant, Expertos VSA, Inc. to Plaintiff, NITV Federal Services, LLC.
2. This Offer / Proposal resolves all damages that would be otherwise awarded in a final judgment for claims and defenses in this action between Expertos VSA, Inc. and NITV Federal Services, LLC – including attorney's fees and costs those are part of the legal claim(s) against Expertos VSA, Inc.

3. The total amount offered by Defendant, Expertos VSA, Inc. is \$ 250.00 to be paid to NITV Federal Services, LLC as full settlement of all of NITV Federal Services, LLC's claims against Expertos VSA, Inc.
4. The relevant conditions and non-monetary terms are that payment of the aforementioned amount will resolve all claims among Expertos VSA, Inc. and NITV Federal Services, LLC and that NITV Federal Services, LLC will dismiss its claims in the above captioned cause of action against Expertos VSA, Inc. with prejudice with each party bearing their own fees and costs in this action. Said dismissal with prejudice is to occur within ten (10) days of Expertos VSA, Inc. making payment to NITV Federal Services, LLC.
5. This action does not contain a claim for punitive damages between or among Expertos VSA, Inc. and NITV Federal Services, LLC. Therefore, this proposal is not proposed to settle any claim for punitive damages (the amount offered for payment of punitive damage claims is zero dollars).
6. This offer of \$ 250.00 includes any and all claims for attorney's fees. Attorney's fees are asserted as part of the claim against Expertos VSA, Inc. in Count IV and Count V of the Verified Fourth Amended Complaint.
7. Pursuant to Florida Statute §768.79(4) and Fla.R.Civ.P. 1.442(f), This Offer of Judgment / Proposal for Settlement shall be deemed rejected unless accepted by delivery of a written notice of acceptance within 30 days after service of the proposal.
8. Should this proposal for settlement be properly accepted, no matters remain to be resolved among Expertos VSA, Inc. and NITV Federal Services, LLC.
9. Pursuant to Fla.R.Civ.P. 1.442, this proposal for settlement: If made to Defendant, is served not earlier than 90 days after service of process on that Defendant; if



made to Plaintiff, is made no earlier than 90 days after the action has been commenced. In no event is this proposal served later than 45 days before the date set for trial or the first day of the docket on which the case is set for trial, whichever is earlier.

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**ZAPPOLO & FARWELL, P.A.**  
Attorneys for Expertos VSA, Inc.  
7108 Fairway Drive, Suite 322  
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jfarwell@zappolofarwell.com

By: /S/ Scott W. Zappolo  
SCOTT W. ZAPPOLO  
Florida Bar Number 132438

IN THE CIRCUIT COURT OF THE 15<sup>th</sup>  
JUDICIAL CIRCUIT, IN AND FOR  
PALM BEACH COUNTY, FLORIDA.

CASE NO.: 50-2015-CA-005885-MB-AG

NITV Federal Services, LLC  
A Florida Limited Liability Company  
Plaintiff,

vs.

Elwood Gary Baker, and individual  
d/b/a Baker Group International;

and

Expertos VSA, Inc.,  
a Florida Corporation; and

Michael Savage, an individual  
Defendants.

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**DEFENDANT MICHAEL SAVAGE'S OFFER OF JUDGMENT / PROPOSAL FOR  
SETTLEMENT TO NITV FEDERAL SERVICES, LLC**

Defendant, MICHAEL SAVAGE, by and through his undersigned attorneys, hereby serves his Offer of Judgment / Proposal for Settlement to NITV FEDERAL SERVICES, LLC pursuant to Florida Statute §768.79 and Florida Rule of Civil Procedure 1.442, and states:

1. This Offer / Proposal is made by Defendant, Michael Savage to Plaintiff, NITV Federal Services, LLC.
2. This Offer / Proposal resolves all damages that would be otherwise awarded in a final judgment for claims and defenses in this action between Michael Savage and NITV Federal Services, LLC – including attorney's fees and costs those are part of the legal claim(s) against Michael Savage.

3. The total amount offered by Defendant, Michael Savage is \$ 250.00 to be paid to NITV Federal Services, LLC as full settlement of all of NITV Federal Services, LLC's claims against Michael Savage.
4. The relevant conditions and non-monetary terms are that payment of the aforementioned amount will resolve all claims among Michael Savage and NITV Federal Services, LLC and that NITV Federal Services, LLC will dismiss its claims in the above captioned cause of action against Michael Savage with prejudice with each party bearing their own fees and costs in this action. Said dismissal with prejudice is to occur within ten (10) days of Michael Savage making payment to NITV Federal Services, LLC.
5. This action does not contain a claim for punitive damages between or among Michael Savage and NITV Federal Services, LLC. Therefore, this proposal is not proposed to settle any claim for punitive damages (the amount offered for payment of punitive damage claims is zero dollars).
6. This offer of \$ 250.00 includes any and all claims for attorney's fees. Attorney's fees are asserted as part of the claim against Michael Savage in Count II and Count V of the Verified fourth Amended Complaint.
7. Pursuant to Florida Statute §768.79(4) and Fla.R.Civ.P. 1.442(f), This Offer of Judgment / Proposal for Settlement shall be deemed rejected unless accepted by delivery of a written notice of acceptance within 30 days after service of the proposal.
8. Should this proposal for settlement be properly accepted, no matters remain to be resolved among Michael Savage and NITV Federal Services, LLC.
9. Pursuant to Fla.R.Civ.P. 1.442, this proposal for settlement: If made to Defendant, is served not earlier than 90 days after service of process on that Defendant; if

made to Plaintiff, is made no earlier than 90 days after the action has been commenced. In no event is this proposal served later than 45 days before the date set for trial or the first day of the docket on which the case is set for trial, whichever is earlier.

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**ZAPPOLO & FARWELL, P.A.**  
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