

1 ELIZABETH STAGGS WILSON; Bar No. 183160
 2 SHANNON R. BOYCE, Bar No. 229041
 3 MIRANDA A. MOSSAVAR, Bar No. 279251
 4 LITTLER MENDELSON, P.C.
 5 2049 Century Park East
 6 5th Floor
 7 Los Angeles, CA 90067.3107
 8 Telephone: 310.553.0308
 9 Fax No.: 310.553.5583

FILED
 LOS ANGELES SUPERIOR COURT

JUL 01 2013
 JOHN A. CLARKE, CLERK
 BY L. JOHNSON, DEPUTY

6 Attorneys for Defendants
 7 DOUGLAS EMMETT, INC., DOUGLAS
 8 EMMETT MANAGEMENT, INC., DOUGLAS
 9 EMMETT MANAGEMENT, LLC

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 10 COUNTY OF LOS ANGELES

11 J. ANTONIO GONZALEZ, individually,
 12 Plaintiff,

Case No. BC502674

ASSIGNED FOR ALL PURPOSES TO JUDGE
 HON. ELIZABETH ANN WHITE

13 v.

**DEFENDANTS' STATUORY OFFER OF
 COMPROMISE TO PLAINTIFF J.
 ANTONIO GONZALEZ (CAL. CODE CIV.
 PRO. §998)**

14 DOUGLAS EMMETT, INC., a Maryland
 15 corporation; DOUGLAS EMMETT
 16 MANAGEMENT, INC., a Delaware
 17 corporation; DOUGLAS EMMETT
 18 MANAGEMENT, LLC., a Delaware
 19 limited company; and DOES 1 through
 20 100, inclusive,

Trial Date: None Set
 Complaint Filed: March 1 2013

21 Defendants.

07/02/2013

1 TO: PLAINTIFF J. ANTONIO GONZALEZ AND HIS ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that Defendants DOUGLAS EMMETT, INC., DOUGLAS
3 EMMETT MANAGEMENT, INC., and DOUGLAS EMMETT MANAGEMENT, LLC
4 (hereinafter referred to as "Defendants") hereby make the following offer of compromise to Plaintiff
5 J. Antonio Gonzalez ("Plaintiff") pursuant to California Code of Civil Procedure section 998:

6 Defendants offer to pay Plaintiff the total sum of four thousand eight hundred and fifty-eight
7 dollars (\$4,858), plus a sum equal to the amount of recoverable costs and reasonable attorneys' fees
8 incurred through the date this offer is made, as provided by law and as determined by the Court,
9 according to proof, in full satisfaction and settlement of all claims and damages alleged in this
10 action. Said offer is conditioned upon the dismissal, with prejudice, of all claims brought by
11 Plaintiff against all Defendants as part of the above-captioned matter, Los Angeles Superior Court
12 Case Number BC502674.

13 If Defendants fail to pay Plaintiff the aforementioned sum within thirty (30) days of receipt
14 of the executed dismissal, Plaintiff may enter judgment in his favor pursuant to Code of Civil
15 Procedure §664.6.

16 If Plaintiff fails to obtain a more favorable judgment against Defendants, please take notice
17 that pursuant to section 998(c), Defendants will ask the Court to deny Plaintiff any post-offer costs,
18 including attorneys' fees, and for an award of its post-offer costs, including, but not limited to, a sum
19 to cover costs of the services of experts in preparation for trial, costs incurred during trial, and such
20 other costs and fees as the Court deems proper, in addition to any other rights and remedies available
21 under law.

1 This offer will remain open until it expires by operation of law, unless otherwise
2 withdrawn by Defendants.

3
4 Dated: June 21, 2013



SHANNON R. BOYCE
LITTLER MENDELSON, P.C.
Attorneys for Defendants
DOUGLAS EMMET, INC.; DOUGLAS
EMMETT MANAGEMENT, INC. AND
DOUGLAS EMMETT MANAGEMENT,
LLC

11
12 **ACCEPTANCE OF OFFER OF COMPROMISE**

13 Plaintiff hereby accepts Defendants' Offer of Compromise pursuant to Civil Procedure Code
14 section 998.

15
16 DATED: 6-30, 2013.



EDWIN AIWAZIAN
LAWYERS FOR JUSTICE
Attorneys for Plaintiff
J. ANTONIO GONZALEZ

19 Firmwide: 121345968.1 069105.1002

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07/02/2013

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is 2049 Century Park East, Suite 500, Los Angeles, CA 90067. On June 21, 2013, I served the within document(s):

DEFENDANTS' STATUORY OFFER OF COMPROMISE TO PLAINTIFF J. ANTONIO GONZALEZ (CAL. CODE CIV. PRO. §998)

- by facsimile transmission at or about _____ on that date. This document was transmitted by using a facsimile machine that complies with California Rules of Court Rule 2003(3), telephone number fax number. The transmission was reported as complete and without error. A copy of the transmission report, properly issued by the transmitting machine, is attached. The names and facsimile numbers of the person(s) served are as set forth below.
- by placing a true copy of the document(s) listed above for collection and mailing following the firm's ordinary business practice in a sealed envelope with postage thereon fully prepaid for deposit in the United States mail at Firm City, Firm State addressed as set forth below.
- by depositing a true copy of the same enclosed in a sealed envelope, with delivery fees provided for, in an overnight delivery service pick up box or office designated for overnight delivery, and addressed as set forth below.
- by personal service I caused such envelope to be delivered to **Legal Support Unlimited** for delivery to the address below.
- Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses on the attached service list on the dates and at the times stated thereon. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. The electronic notification address of the person making the service is _____@littler.com.

Edwin Aiwazian, Esq.
Maria F. Nickerson, Esq.
Lawyers for Justice, PC
410 West Arden Ave., Ste. 203
Glendale, CA 91203

I am readily familiar with the firm's practice of collection and processing correspondence for mailing and for shipping via overnight delivery service. Under that practice it

1 would be deposited with the U.S. Postal Service or if an overnight delivery service shipment,
2 deposited in an overnight delivery service pick-up box or office on the same day with postage or fees
3 thereon fully prepaid in the ordinary course of business.

4 I declare under penalty of perjury under the laws of the State of California that the
5 above is true and correct. Executed on June 21, 2013, at Firm City, Firm State.

6
7 
8 Leticia Montenegro

9 Firmwide:121351362.1 069105.1004

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On July 1, 2013, I served the documents described as: **DEFENDANTS' STATUTORY OFFER OF COMPROMISE TO PLAINTIFF J. ANTONIO GONZALEZ (CAL. CODE CIV. PRO. §998) [FULLY EXECUTED]** on the interested parties in this action by placing a true and correct copy thereof, enclosed in a sealed envelope addressed as follows:

Elizabeth Staggs Wilson
Shannon R. Boyce
Miranda A. Mossavar
LITTLER MENDELSON, P.C.
2049 Century Park East, 5th Floor
Los Angeles, California 90067-3107

Attorneys for Defendants Douglas Emmett, Inc., Douglas Emmett Management, Inc. and Douglas Emmett Management, LLC

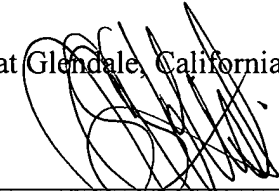
BY U.S. MAIL

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with U.S. Postal Service on that day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 1, 2013, at Glendale, California.



Suzana Solis