

SCOTT A. EDELMAN, SBN 116927
sedelman@gibsondunn.com
JESSE A. CRIPPS, SBN 222285
jcripps@gibsondunn.com
GIBSON, DUNN & CRUTCHER LLP
333 South Grand Avenue
Los Angeles, CA 90071-3197
Telephone: 213.229.7000
Facsimile: 213.229.7520

MONICA B. PALADINI, SBN 328550
mpaladini@gibsondunn.com
GIBSON, DUNN & CRUTCHER LLP
3161 Michelson Drive
Irvine, CA 92612-4412
Telephone: 949.451.3800
Facsimile: 949.451.4220

CHARLES N. BLAND, SBN 91563
cbland@bnwllp.com
REBECCA L. GEROME, SBN 233650
rgerome@bnwllp.com
BLAND, NAVARRO & WEBER LLP
444 South Flower Street, Suite 2160
Los Angeles, CA 90071
Telephone: 213.833.7990
Facsimile: 213.833.7997

Attorneys for Defendant
GULFSTREAM AEROSPACE CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CENTRAL DISTRICT – STANLEY MOSK COURTHOUSE

ABDALLA WAHBY GURGES, an
individual, on behalf of the State of California,
as a private attorney general, and on behalf of
all other Similarly Aggrieved Employees,

Plaintiff,

v.

GULFSTREAM AEROSPACE
CORPORATION, a California corporation;
and DOES 1 through 20, inclusive,

Defendants.

CASE NO. 20STCV18486

**DEFENDANT GULFSTREAM AEROSPACE
CORPORATION'S OFFER OF
COMPROMISE UNDER CODE OF CIVIL
PROCEDURE SECTION 998**

ASSIGNED FOR ALL PURPOSES TO:
HON. PATRICIA D. NIETO
DEPARTMENT 24

Action Filed: May 14, 2020
Trial Date: None set.

1 TO PLAINTIFF ABDALLA WAHBY GURGES AND HIS ATTORNEYS OF RECORD:
2 PLEASE TAKE NOTICE THAT, pursuant to Code of Civil Procedure section 998,
3 Defendant Gulfstream Aerospace Corporation (“Gulfstream”) in the above-captioned case of *Abdalla*
4 *Wahby Gurses v. Gulfstream Aerospace Corporation*, Case No. 20STCV18486 (L.A. Super. Ct.) (the
5 “Action”) hereby offers to settle this Action according to the following terms and conditions:

6 In full settlement of all liabilities and claims in this Action:

7 1. Gulfstream shall pay the single sum of one hundred twenty thousand dollars
8 (\$120,000.00) to be distributed to in accordance with section 2699, *et seq.* of the California Labor
9 Code. That code provides for distribution to the California Labor and Workforce Development
10 Agency and to the allegedly aggrieved employees in this Action.

11 2. Gulfstream shall pay: (a) any reasonable costs incurred to date (2/22/2021) and
12 allowed by law as determined by the Court; and (b) any reasonable attorneys’ fees incurred to date
13 (2/22/2021) and allowed by law as determined by the Court.

14 PLEASE TAKE FURTHER NOTICE that if Plaintiff does not accept the above offer within
15 thirty (30) days from the date it is made, and Plaintiff does not recover a more favorable judgment
16 against Gulfstream at the time of trial, Gulfstream will seek to recover any and all costs, fees, and
17 expenses provided in Code of Civil Procedure section 998 and any other applicable provision of law.
18 Gulfstream further reserves all rights to pursue any other remedies available under the law. This
19 offer is deemed withdrawn if not accepted within thirty (30) days.

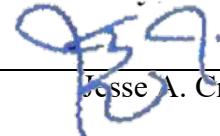
20 Plaintiff may indicate his acceptance of this offer by signing the statement to that effect set
21 forth below.

1 DATED: February 22, 2021

2 GIBSON, DUNN & CRUTCHER LLP
3 SCOTT A. EDELMAN
4 JESSE A. CRIPPS
5 MONICA B. PALADINI

6 BLAND, NAVARRO & WEBER LLP
7 CHARLES N. BLAND
8 REBECCA L. GEROME

9 By: _____



Jesse A. Cripps

10 Attorneys for Defendant
11 GULFSTREAM AEROSPACE CORPORATION
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Plaintiff Abdalla Wahby Gurses hereby accepts Gulfstream's Offer to Compromise in
2 accordance with the terms set forth above.

3
4 DATED: 02/27, 2021

5
6 By: 
7 Abdalla Wahby Gurses

8 Plaintiff ABDALLA WAHBY GURGES

9
10 DATED: March 1, 2021

11 FELAHY EMPLOYMENT LAWYERS
12 ALLEN B. FELAHY
13 FARBOD NOURIAN

14 By: 
15 Allen B. Felahy

16 Attorneys for Plaintiff ABDALLA WAHBY GURGES
17
18
19
20
21
22
23
24
25
26
27
28

1 **PROOF OF SERVICE**

2 I, Vivian H. Webb, declare as follows:

3 I am employed in the County of Orange, State of California, I am over the age of eighteen
4 years and am not a party to this action; my business address is 3161 Michelson Drive, Irvine, CA
92612-4412, in said County and State. On February 22, 2021, I served the following document(s):

5 **DEFENDANT GULFSTREAM AEROSPACE CORPORATION'S OFFER OF**
6 **COMPROMISE UNDER CODE OF CIVIL PROCEDURE SECTION 998**

7 on the parties stated below, by the following means of service:

8 Allen B. Felahy
Farbod Nourian
9 FELAHY EMPLOYMENT LAWYERS
550 South Hope Street, Suite 2655
Los Angeles, CA 90071

Attorneys for Plaintiff
Tel: 323.645.5197
Fax: 323.645.5198
afelahy@felahylaw.com
fnourian@felahylaw.com

10 Charles N. Bland
11 Rebecca L. Gerome
BLAND, NAVARRO & WEBER LLP
12 444 South Flower Street, Suite 2160
Los Angeles, CA 90071

Attorneys for Defendant
Tel: 213.833.7990
Fax: 213.833.7997
cbland@bnwllp.com
rgerome@bnwllp.com

- 13 ☒ **BY UNITED STATES MAIL:** I placed a true copy in a sealed envelope or package addressed to the persons as
14 indicated above, on the above-mentioned date, and placed the envelope for collection and mailing, following our
15 ordinary business practices. I am readily familiar with this firm's practice for collecting and processing
16 correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is
17 deposited with the U.S. Postal Service in the ordinary course of business in a sealed envelope with postage fully
18 prepaid. I am aware that on motion of 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 set forth in this declaration.

I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in
the mail at Irvine, California.

- 19 ☒ **BY ELECTRONIC SERVICE:** On the above-mentioned date, based on a court order or an agreement of the
20 parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the
electronic notification addresses as shown above.

- 21 ☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the foregoing is
22 true and correct.

23 Executed on February 22, 2021.

24
25 _____
Vivian H. Webb