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individually and on behalf of others similarly situated

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

PEDRO NUNEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

F.G. MEDITERRANEAN, INC d/b/a
Fresh Grill Mediterranean, a California
corporation; FARZAD
CHESHMAGHIL, an individual; and
DOES 1 through 50, inclusive,

Defendants.

Case No: 24STCV05626
*(Assigned for All Purposes to the Hon. Kenneth
R. Freeman, Dept. 14)*

**JOINT STIPULATION FOR CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: March 6, 2024
Trial Date: None Set

1 the PAGA Allocation will be \$10,000 from the Gross Settlement Amount. The Parties further agree
2 that, pursuant to PAGA, (i) Seventy-Five Percent (75%), or \$7,500, of the PAGA Allocation will be
3 paid to the Labor and Workforce Development Agency (“PAGA Penalty Payment”); and (ii)
4 Twenty-Five Percent (25%), or \$2,500.00, of the PAGA Allocation will be included in the Net
5 Settlement Amount for PAGA Employees (“PAGA Settlement Payment”).

6 9. “PAGA Employees” means all current and former non-exempt, hourly paid restaurant
7 employees employed by Fresh Grill in California at any time during the PAGA Period.

8 10. “PAGA Pay Periods” means the number of pay periods the PAGA Employees worked
9 during the PAGA Period.

10 11. “PAGA Period” means the period from March 6, 2023 through the date the Court grants
11 preliminary approval of this Agreement or March 12, 2025 [within 90 days of the instant Settlement
12 on November 26, 2024], whichever comes first.

13 12. “PAGA Representative” means Plaintiff Pedro Nunez.

14 13. “Released Class Claims” means all claims that were, or reasonably could have been,
15 alleged based on the facts contained in the Operative Complaint, including, but not limited to: (1)
16 failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods
17 or compensation in lieu of; (4) failure to provide paid rest periods or compensation in lieu of; (5)
18 failure to timely furnish accurate itemized wage statements; (6) violation of labor code §203; (7)
19 violation of labor code §2802;(8) unfair business practices; and (9) civil penalties pursuant to Private
20 Attorneys’ General Act of 2004, and those claims predicated on the same or similar facts and/or claims
21 alleged in the Lawsuit and/or any PAGA letter sent to the LWDA by Plaintiff, as well as any claims
22 that could have been pled which arise from the same or similar facts concerning the named Plaintiff or
23 the putative class, and claims for interest, penalties (including but not limited to waiting time
24 penalties), as well as any claims under the California Labor Code and California Industrial Welfare
25 Commission Wage Orders, including violations of Labor Code sections 201, 202, 203, 204, 210, 216,
26 221, 223, 225.5, 226, 226.3, 226.7, 510, 511, 512, 551, 552, 558, 1174, 1174.5, 1194-1197.1, 1198,
27 and 2698, et seq, and IWC Wage Order No. 4 and/or applicable IWC Wage Orders, or which could
28 have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action;

1 14. “Released PAGA Claims” means all claims for civil penalties, and any other available
2 relief pursuant to PAGA, that were, or reasonably could have been, alleged based on the facts
3 contained in Plaintiff’s March 6, 2024 Notice Letter to the Labor and Workforce Development
4 Agency and the Operative Complaint, including all PAGA claims premised upon (1) failure to pay
5 overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or
6 compensation in lieu of; (4) failure to provide paid rest periods or compensation in lieu of; (5) failure
7 to timely furnish accurate itemized wage statements; (6) violation of labor code §203; (7) unfair
8 business practices; and (8) civil penalties pursuant to Private Attorneys’ General Act of 2004, and
9 those claims predicated on the same or similar facts and/or claims alleged in the Lawsuit and/or any
10 PAGA letter sent to the LWDA by Plaintiff, as well as any claims that could have been pled which
11 arise from the same or similar facts concerning the named Plaintiff or the putative class, and claims for
12 interest, penalties (including but not limited to waiting time penalties), as well as any claims under the
13 California Labor Code and California Industrial Welfare Commission Wage Orders, including
14 violations of Labor Code sections 201, 202, 203, 204, 210, 216, 221, 223, 225.5, 226, 226.3, 226.7,
15 510, 511, 512, 551, 552, 558, 1174, 1174.5, 1194-1197.1, 1198, and 2698, et seq., and IWC Wage
16 Order No. 4 and/or applicable IWC Wage Orders.

17 15. “Releasees” are Defendants and all affiliated predecessor and successor entities, and each
18 such entity’s respective present and former subsidiaries, affiliates, parents, agents, employees, former
19 employees, partners, owners, founders, directors, officers, attorneys, trustees, insurers, representatives,
20 predecessors, successors and assigns.

21 16. “Response Deadline” means the date thirty (30) days after the Settlement Administrator
22 initially mails the Notice to Class Members and the last date on which Settlement Class Members
23 may submit a request for exclusion or written objection to the Settlement. In the case of a re-mailed
24 Notice, the Response Deadline will be the later of 30 calendar days after initial mailing or 14 calendar
25 days from re-mailing. The Response Deadline may be extended only as expressly described herein.

26 17. “Settlement Class” and “Settlement Class Members” are those Class Members who do
27 not submit timely exclusion requests to the Settlement Administrator.

28 18. “Settlement Payments” means all of the payments to Settlement Class Members (the

1 “Settlement Class Payments”) and all of the payments to PAGA Employees (the “PAGA Settlement
2 Payment”).

3 **STIPULATION**

4 19. On March 6, 2024, Plaintiff Pedro Nunez filed a class action lawsuit in Los Angeles
5 Superior Court alleging the following labeled causes of action against Defendants: (1) Failure to Pay
6 Compensation for All Hours Worked (Labor Code §§ 216 and 1194); (2) Failure to Pay Minimum
7 Wage (Labor Code §§ 216 and 1194, et seq.); (3) Failure to Pay Overtime Compensation (Labor Code
8 § 510); (4) Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code § 226); (5)
9 Waiting Time Penalties (Cal Labor Code §§ 203 and 204); (6) Failure to Provide Meal and Rest
10 Periods (Cal. Labor Code §§ 226.7, and 512); and (7) Unfair Competition (Business and Professions
11 Code §§ 17200, *et seq.*).

12 20. On March 6, 2024, Plaintiff Pedro Nunez filed a Labor and Workforce Development
13 Agency (“LWDA”) Notice alleging violation of the following:
14 (1) failure to provide meal and rest periods (Cal. Labor Code §§ 226.7, and 512); (2) failure to pay
15 for all hour worked (Cal. Labor Code §§ 210, 216, 221, 225.5, 510, 511, 551, 552, 558, and 1194 to
16 1197.1); (3) failure to provide accurate itemized wage statements (Cal. Labor Code §§ 226 and
17 226.3); (4) failure to pay on the regular pay day all wages owed (Cal. Labor Code §§ 204 and 210);
18 (5) failure to fully compensate former employees in timely manner when their employment ended
19 (Cal. Labor Code §§ 201 and 202); and (6) waiting time penalties (Cal Labor Code § 203).

20 21. Solely for purposes of this settlement, the Parties and their respective counsel stipulate
21 and agree that the requisites for establishing class certification with respect to the Class Members
22 have been met.

23 22. Should, for whatever reason, the Settlement not become effective, the fact that the
24 Parties were willing to stipulate to certification as part of the Settlement shall have no bearing on,
25 and shall not be admissible in connection with, the issue of whether the Class Members and/or the
26 Class Claims should be certified in a non-Settlement context in this Action or in any other lawsuit.
27 Defendants expressly reserve their right to oppose claim or class certification in this Action or any
28 other action should this Settlement not become effective.

1 23. Defendants deny any liability or wrongdoing of any kind whatsoever associated with
2 the claims alleged in the Action, LWDA notice, and complaints, and Defendants further deny that,
3 for any purpose other than settling this lawsuit, the Action is appropriate for class or representative
4 treatment. With respect to Plaintiff's claims, Defendants contend, among other things, that Plaintiff,
5 the Class Members, and the PAGA Employees have been paid proper wages, have been provided
6 meal periods, have been provided rest periods, have been paid timely wages upon separation of
7 employment, and have been timely provided with complete and accurate itemized wage statements.
8 Defendants contend, among other things, that they have complied at all times with the California
9 Labor Code and the applicable Wage Orders of the Industrial Welfare Commission. Furthermore,
10 with respect to all claims, Defendants contend that it has complied at all times with the California
11 Business and Professions Code.

12 24. It is the desire of the Parties to fully, finally, and forever settle, compromise, and
13 discharge all disputes and claims arising from or related to the Action, LWDA notice, and
14 complaints.

15 25. Class Counsel have conducted a thorough investigation into the facts of the Action,
16 including an extensive review of relevant documents, and have diligently pursued an investigation
17 of the claims of the Class Members and PAGA Employees against Defendants. Class Counsel has
18 been provided time and payroll records for Class Members as well as policy and procedures,
19 operational documents and other relevant documents pertaining to the claims and defenses in the
20 Action. Based on their own independent investigation and evaluation, Class Counsel are of the
21 opinion that the Settlement with Defendants for the consideration and on the terms set forth in this
22 Joint Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the Class
23 Members and PAGA Employees in light of all facts and circumstances, including the risk of
24 significant delay, the risk a class will not be certified by the Court, defenses asserted by Defendants,
25 the financial solvency of Defendants, and numerous potential appellate issues. Defendants and
26 Defendants' Counsel also agree that the Settlement is fair and in the best interest of the Class
27 Members and PAGA Employees.

28 26. The Parties agree to cooperate and take all steps necessary and appropriate to obtain

1 preliminary and final approval of this Settlement.

2 27. The Parties agree to stay all proceedings in the Action, except those proceedings
3 necessary to implement and complete the Settlement, pending the Final Approval hearing to be
4 conducted by the Court.

5 **PRIMARY TERMS OF SETTLEMENT**

6 28. NOW THEREFORE, in consideration of the mutual covenants, promises and
7 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

8 (a) It is agreed by and among the Parties that this Action and any claims,
9 damages, or causes of action arising out of the disputes which are the subject
10 of the Action, be settled and compromised as between the Class Members,
11 PAGA Employees, and Defendants, subject to the terms and conditions set
12 forth in this Settlement and the approval of the Court.

13 (b) Effective Date: The terms of settlement embodied in this Settlement shall
14 become effective when all of the following events have occurred: (i) this
15 Joint Stipulation of Settlement has been executed by all Parties and their
16 respective counsel; (ii) the Court has given preliminary approval to the
17 Settlement; (iii) the Notice has been given to the Class, providing them with
18 an opportunity to dispute information contained in the Notice, to opt out of
19 the Settlement, or to object to the Settlement; (iv) the Court has held a final
20 approval hearing and entered a final order and judgment certifying the Class
21 and approving this Settlement with no objections being filed. If objections
22 are filed and overruled, and no appeal is taken, then the Effective Date will
23 be sixty-five (65) days following notice of entry of the Court's final order
24 approving the Settlement. If an appeal is taken from the Court's overruling
25 of objections to the settlement within sixty-five (65) days following notice
26 of entry of the Court's final order approving the Settlement, then ten (10)
27 days after when any appeal, writ or other appellate proceeding opposing the
28 Settlement has been resolved finally and conclusively with no right to pursue

1 further remedies or relief.

2 (c) Gross Settlement Amount: Fresh Grill's maximum total payment under the
3 Settlement, including all attorney's fees and costs, the Service Payment to
4 the Plaintiff, the costs of settlement administration, the PAGA Allocation,
5 and any other payments provided by this Settlement, is Ninety Thousand
6 Dollars and Zero Cents (\$90,000) ("Gross Settlement Amount"). Fresh Grill
7 will be separately responsible for any employer payroll taxes required by
8 law, including the employer FICA, FUTA, and SDI contributions related to
9 any wage payment made under this Agreement. Under no circumstances
10 shall Fresh Grill be responsible for taxes owed by present and former
11 employees, Class Counsel or other parties.

12 (d) Non-reversionary Settlement: No portion of the Gross Settlement Amount
13 will revert to Defendants.

14 (e) Quarterly Installment Payments: Defendants shall pay the Gross Settlement
15 Amounts, in quarterly installments of \$20,000.00 beginning April 1, 2025
16 towards a Qualified Settlement Fund administered by the TPA and the final
17 payment being due forty-five days of the Effective Date.

18 (f) No Claims Required: Class Members will not be required to submit a claim
19 to receive their Settlement Payment.

20 (g) Net Settlement Amount: The Net Settlement Amount shall be calculated by
21 deducting from the Gross Settlement Amount (\$90,000) the following sums,
22 subject to approval by the Court: (1) attorney's fees (not to exceed 33-1/3%
23 of the Gross Settlement Amount, or \$30,000.00); (2) reasonable litigation
24 costs (not to exceed \$10,000); (3) the Service/Incentive Payment of up to
25 \$5,000 to named Plaintiff Pedro Nunez; (4) the PAGA Penalty Payment in
26 the total amount of \$10,000; and (5) costs of settlement administration (not
27 to exceed \$5,000). Settlement Payments to the Class Members will be
28 calculated by the Settlement Administrator and paid out of the Net

Settlement Amount as set forth below.

(h) Payroll Taxes and Required Withholdings: To the extent any portions of the Settlement Class Members' Settlement Payments constitute wages, which is limited to 20% of the SettlementClass Payments, Fresh Grill will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions. Except for any employer payroll taxes, it is understood and agreed that Defendants' maximum total liability under this Settlement shall not exceed the Gross Settlement Amount. The Settlement Administrator will calculate and submit the Defendants' employer share of payroll taxes after advising Defendants of the total amount owed, in aggregate, as employer-side payroll taxes and receiving a lump sum payment from Fresh Grill in that amount when the Gross Settlement Amount is delivered to the Settlement Administrator.

(i) Settlement Class Payments (Excludes PAGA Payments): Settlement Class Payments will be paid out of the Net Settlement Amount. Each Settlement Class Member will be paid a pro-rata share of the Net Settlement Amount (less the PAGA Settlement Payments), as calculated by the Settlement Administrator. The pro-rata share will be determined by comparing the individual Settlement Class Member's Covered Workweeks employed during the Class Period in California to the total Covered Workweeks of all the Settlement Class Members during the Class Period as follows:

$$\text{[Workweeks worked by a Settlement Class Member]} \div \text{[Sum of all Covered Workweeks worked by all Settlement Class Members]} \times \text{[Net Settlement Amount - all PAGA Settlement Payments]} = \text{individual Settlement Payment for a Settlement Class Member.}$$

Settlement Class Payments in the appropriate amounts will be distributed by the Settlement Administrator by mail to the Settlement Class Members. Un-cashed, unclaimed or abandoned checks, shall be transmitted to the California Controller's Office, as set forth

below.

(j) PAGA Payments: PAGA Settlement Payments will be paid out of the Net Settlement Amount. Each PAGA Employee will be paid a pro-rata share of the PAGA Employees' PAGA Settlement Payment, as calculated by the Settlement Administrator. Class Members will not be permitted to exclude themselves from this portion of the Settlement. The pro-rata share will be determined by comparing the individual PAGA Employees' PAGA Pay Periods during the PAGA Period to the total PAGA Pay Periods of all the PAGA Employees during the PAGA Period as follows:
$$\frac{\text{[PAGA Pay Periods worked by a PAGA Employee]}}{\text{[Sum of all PAGA Pay Periods worked by all PAGA Employees]}} \times \text{[PAGA Settlement Payment]} = \text{individual PAGA Employee's portion of the PAGA Settlement Payment.}$$
 PAGA Settlement Payments to PAGA Employees in the appropriate amounts will be distributed by the Settlement Administrator by mail to the PAGA Employees at the same time Settlement Class Payments issue to the Settlement Class. Un-cashed, unclaimed or abandoned checks, shall be transmitted to the California Controller's Office, as set forth below. The LWDA's PAGA Penalty Payment (75% or \$7,500) will issue to the LWDA at the same time Settlement Payments issue to the Settlement Class.

(k) Allocation of Settlement Payments: The Parties have agreed that Settlement Class Payments will be allocated as follows: 20% to wages and 80% to penalties and interest. The PAGA Settlement Payment shares to PAGA Employees (25% or \$2,500) will be entirely allocated to penalties. Appropriate federal, state and local withholding taxes will be taken out of the wage allocations prior to payment to Class Members, and each Class Member will receive an IRS Form W-2 with respect to this portion of the Settlement Payment. The employer's share of payroll taxes and other required withholdings will be paid as set forth above, including but not

1 limited to the Fresh Grill's FICA and FUTA contributions, based on the
2 payment of claims to the Class Members. IRS Forms 1099 will be issued to
3 each Class Member reflecting the payments for penalties and interest. Class
4 Members are responsible to pay appropriate taxes due on the Settlement
5 Payments they receive. To the extent required by law, IRS Forms 1099 and
6 W-2 will be issued to each Class Member with respect to such payments.

7 (l) Settlement Payments Do Not Give Rise to Additional Benefits: All
8 Settlement Payments to individual Class Members shall be deemed to be
9 paid to such Class Member solely in the year in which such payments
10 actually are received by the Class Members. It is expressly understood and
11 agreed that the receipt of such Settlement Payments will not entitle any Class
12 Members to additional compensation or benefits under any company bonus,
13 contest or other compensation or benefit plan or agreement in place during
14 the period covered by the Settlement, nor will it entitle any Class Members
15 to any increased retirement, 401(k) benefits or matching benefits or deferred
16 compensation benefits. It is the intent that the Settlement Payments provided
17 for in this Settlement are the sole payments to be made by Fresh Grill to the
18 Class Members, and that the Class Members are not entitled to any new or
19 additional compensation or benefits as a result of having received the
20 Settlement Payments (notwithstanding any contrary language or agreement
21 in any benefit or compensation plan document that might have been in effect
22 during the period covered by this Settlement).

23 (m) Attorney's Fees and Costs: Subject to approval by the Court, Defendants
24 will not object to Class Counsel's application for attorney's fees not to
25 exceed 33-1/3% of the Gross Settlement Amount (\$30,000.00) and
26 reimbursement of litigation costs and expenses not to exceed \$10,000.

27 (n) Service Payments: Subject to Court approval, and in exchange for a general
28 release, Defendants will not object to Class Counsel's application for an

1 additional payment of up to \$5,000 to the Plaintiff/Class Representative
2 Pedro Nunez (“Service Payment”). The Parties agree and acknowledge that
3 the enhancement amount was determined by Plaintiff and Class Counsel. As
4 part of this settlement, Defendants shall neither oppose the amount sought
5 by Plaintiff, nor be required to take any steps to specifically support the
6 amount of the enhancement. To the extent any amount of the requested
7 enhanced is reduced by the Court, it shall revert to the Net Settlement Fund.
8 It is understood that the Service Payments are in addition to the individual
9 Settlement Payment to which the Class Representative is entitled along with
10 the other Class Members.

- 11 (o) In exchange, Plaintiff/Class Representative has agreed to release all
12 claims, whether known or unknown, against the Releasees, as defined, to
13 the extent permitted by law, through the Class Period (including the
14 Released Class Claims and Released PAGA Claims). Plaintiff
15 understands that this releases include unknown claims and that they are,
16 as a result, waiving all rights and benefits afforded by Section 1542 of the
17 California Civil Code, which provides:

18
19 A general release does not extend to claims that the creditor or
20 releasing party does not know or suspect to exist in his or her favor
21 at the time of executing the release and that, if known by him or her,
would have materially affected his or her settlement with the debtor
or released party.

22 The Service Payment will issue at the same time all Settlement Payments are
23 mailed to the Settlement Class.

- 24 (p) As part of the consideration in exchange for Plaintiff’s/Class
25 Representative’s agreement to resolve his claims, Fresh Grill forever
26 discharges Plaintiff/Class Representative and his heirs, executors,
27 assigns, attorneys, from any and all claims, actions, causes of action,
28 rights, suits, debts, contracts, obligations, agreements, proceedings,

1 damages, charges and demands of whatever kind or nature in law or in
2 equity, under any theory, whether common law, constitutional, statutory
3 or other, of any jurisdiction, foreign or domestic, whether known or
4 unknown, anticipated or unanticipated, that Defendants ever had, may
5 have had, now has or that their heirs, assigns, executors or administrators
6 hereinafter can, will or may have, whether known or unknown, asserted
7 or unasserted, suspected or unsuspected, as a result of any act or
8 omission between the Parties which has occurred at any time up to and
9 including the date of the execution of this Agreement by the Parties.

10 (q) The Settlement Administrator will issue an IRS Form 1099 for the Service
11 Payment to the Plaintiff. The Plaintiff will be individually responsible for
12 correctly characterizing this compensation on personal income tax returns
13 for tax purposes and for paying any taxes on the amounts received. Should
14 the Court approve a Service Payment(s) in an amount less than that set forth
15 above, the difference between the lesser amount(s) approved by the Court
16 and the Service Payment amounts set forth above shall be added to the Net
17 Settlement Amount. Plaintiffs agree not to opt out or object to the Service
18 Payments as the Class Representatives.

19 (r) Settlement Administrator: The Settlement Administrator will be ILYM
20 Group, or such Settlement Administrator as may be mutually agreeable to
21 the Parties and approved by the Court. Settlement Administration Costs are
22 estimated not to exceed \$5,000. The costs of the Settlement Administrator
23 for work done shall be paid regardless of the outcome of this Settlement.

24 (s) Mailing of Settlement Payments: The Settlement Administrator shall cause
25 the Settlement Payments to be mailed to the Class Members, Plaintiffs, Class
26 Counsel, and LWDA, within seven (7) calendar days of the receipt of the
27 settlement account being funded by Fresh Grill.

28 (t) Notice of Settlement: Class Members will be mailed a notice setting forth

1 the material terms of the proposed Settlement, along with instructions about
2 how to object or request exclusion from the proposed class action Settlement
3 (“Notice”). For each Class Member, there will be pre-printed information on
4 the mailed Notice, based on Fresh Grill’s records, stating the Class
5 Member’s Covered Workweeks during the Class Period and the estimated
6 total Settlement Payment under the Settlement, including the Settlement
7 Class Payment and the PAGA Settlement Payment that will be distributed
8 irrespective of any exclusion request. The pre-printed information based on
9 Fresh Grill’s records shall be presumed to be correct. A Class Member may
10 dispute the pre-printed information on the Notice as to his or her Covered
11 Workweeks during the Class Period. Class Members must submit any
12 dispute regarding the information on the Notice as to his or her Covered
13 Workweeks within the Response Deadline. Unless a disputing Class
14 Member submits documentary evidence in support of his or her dispute, the
15 records of Defendants will be determinative. Attached as **Exhibit A** is a true
16 and correct copy of the notice to be provided, subject to Court approval.

17 (u) Settlement Notice Language: The Notice will be issued in English and
18 Spanish, as each Class Member and PAGA Employee is fluent in English
19 and/or in Spanish.

20 (v) Class Members Cannot Exclude Themselves from the Released PAGA
21 Claims: Class Members submitting a Request for Exclusion will
22 nevertheless receive their pro-rata share of the PAGA Settlement Payment.
23 If the Court approves the compromise of the Released PAGA Claims, all
24 Class Members are bound by the Court’s resolution of those Released PAGA
25 Claims. Plaintiffs shall serve a notice of settlement on the California Labor
26 and Workforce Development Agency at or before the time Plaintiffs file the
27 motion for preliminary approval.

28 (w) Resolution of Workweek Disputes: If a Class Member disputes the accuracy

1 of Fresh Grill's records used to calculate Covered Workweeks, and the
2 Parties' counsel cannot resolve the dispute informally, the matter will be
3 referred to the Settlement Administrator. The Settlement Administrator will
4 review Fresh Grill's records and any information or documents submitted by
5 the Class Member and issue a non-appealable decision regarding the dispute.
6 The Class Member must submit information or documents supporting his or
7 her position to the Settlement Administrator prior to the expiration of the
8 Response Deadline. Information or documents submitted after the expiration
9 of the Response Deadline will not be considered by the Settlement
10 Administrator, unless otherwise agreed to by the Parties.

11 (x) Right of Class Member to Request Exclusion from the Settlement: Any
12 Class Member may request to be excluded from the Class Settlement by
13 mailing a "Request for Exclusion" from the Settlement within the Response
14 Deadline, stating, as follows or in substantially similar terms, and in optional
15 Spanish-language:

16
17 "I WISH TO BE EXCLUDED FROM THE CLASS IN THE
18 NUNEZ V. F.G. MEDITERRANEAN, INC., ET AL. CLASS
19 ACTION LAWSUIT, L.A.S.C, CASE NO. 24STCV05626. I
20 UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM
THE CLASS, I WILL NOT RECEIVE ANY MONEY FROM
THE SETTLEMENT OTHER THAN MY SHARE OF THE
PAGA PAYMENT."

21 Any Request for Exclusion must include the name, address, telephone
22 number, last four digits of the Class Member's Social Security Number, and
23 the signature of the Class Member requesting exclusion. Any such request
24 must be made in accordance with the terms of the Notice, and the Notice will
25 advise Class Members of these requirements. Any Class Member who
26 timely requests exclusion in compliance with these requirements (i) shall not
27 have any rights under this Settlement other than a right to receive a pro-rata
28 share of the portion of the PAGA payment allocated to the Class Members

1 if the Class Member is also PAGA Employee; (ii) shall not be entitled to
2 receive any Settlement Payments under this Settlement other than as stated
3 in Paragraph 30(i); and (iii) shall not be bound by this Settlement or the
4 Court's Order and Final Judgment other than as it applies to the Released
5 PAGA Claims.

6 (y) Right of Settlement Class Member to Object to The Settlement: Any Class
7 Member may object to the Settlement. To object, the Class Member may
8 (1) appear at the Final Approval Hearing, remotely or in person, to explain
9 any objection, (2) have an attorney object for the Class Member, or (3)
10 submit a simple written brief or statement of objection to the Settlement
11 Administrator. If any Class Member chooses to submit a written objection,
12 the written objection should contain sufficient information to confirm the
13 identity of the objector and the basis of the objection, including (1) the full
14 name of the Settlement Class Member; (2) the signature of the Settlement
15 Class Member; (3) the grounds for the objection; and (4) be postmarked
16 within the Response Deadline to permit adequate time for processing and
17 review by the Parties of the written statement or objection. Class Counsel
18 shall ensure that any written objections are transmitted to the Court for the
19 Court's review (either by Class Counsel or as an attachment to declaration
20 from the Settlement Administrator). Regardless of the form, an objection
21 alone will not satisfy the requirement that a Settlement Class Member must
22 either make a timely complaint in intervention before final judgment or by
23 file a motion to set aside and vacate the class judgment under Code of Civil
24 Procedure § 663 to have standing to appeal entry of judgment approving this
25 Settlement, as is required under the California Supreme Court decision of
26 *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018). A Class
27 Member who does not object prior to or at the Final Approval Hearing, will
28 be deemed to have waived any objections and will be foreclosed from

1 making any objections (whether at the Final Approval Hearing, by appeal,
2 or otherwise) to the Settlement. If the objecting Class Member does not
3 formally intervene in the action or move to set aside any judgment and/or the
4 Court rejects the Class Member's objection, the Class Member will still be
5 bound by the terms of this Agreement. Class Counsel and Defendants'
6 Counsel may, at least five (5) calendar days (or some other number of days
7 as the Court shall specify) before the final approval hearing, file responses
8 to any written objections submitted to the Court.

9 **SETTLEMENT ADMINISTRATOR'S PRIMARY DUTIES**

10 29. Subject to the Court's approval, the Parties will mutually identify, agree and select a
11 third-party administrator to perform the customary duties of Settlement Administrator. The
12 Settlement Administrator will mail the Notice to the Class Members.

13 30. The Settlement Administrator will independently review the Covered Workweeks
14 attributed to each Class Member and will calculate the estimated amounts due to each Class Member
15 and the actual amounts due to each Settlement Class Member in accordance with this Settlement.
16 The Settlement Administrator shall report, in summary or narrative form, the substance of its
17 findings. The Settlement Administrator shall be granted reasonable access to Fresh Grill's records
18 in order to perform its duties.

19 31. In accordance with the terms of this Settlement, and upon receipt of the Gross
20 Settlement Amount, in full, from Fresh Grill, the Settlement Administrator will issue and send out
21 the Settlement Payment checks to the Class Members and PAGA Employees. Tax treatment of the
22 Settlement Payments will be as set forth herein, and in accordance with state and federal tax laws.
23 All disputes relating to the Settlement Administrator's performance of its duties shall be referred to
24 the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this
25 Settlement until all payments and obligations contemplated by this Settlement have been fully
26 carried out.

27 32. The Settlement Administrator will post the final judgment approving the Settlement
28 on a website maintained by the Settlement Administrator for a period of not less than 90 calendar

1 days after the final judgment is entered. The address of that website will be included in the Notice.

2 **ATTORNEY'S FEES AND COSTS**

3 33. The amounts set forth above for attorney's fees and litigation costs will cover all work
4 performed and all fees and costs incurred to date, and all work to be performed and all fees and costs
5 to be incurred in connection with the approval by the Court of this Settlement and administration of
6 the Settlement. Should Class Counsel request a lesser amount and/or the Court approve a lesser
7 amount(s) of attorney's fees and/or attorneys' costs, the difference between the lesser amount(s) and
8 the maximum amount set forth above shall be added to the Net Settlement Amount. As with the
9 Settlement Payments to the Settlement Class, the attorney's fees and costs approved by the Court
10 shall be paid to Class Counsel, within seven (7) calendar days of the receipt of the settlement funds
11 by the Settlement Administrator. In the event that the Court awards less than the requested amount
12 of attorney's fees, Class Counsel shall retain the right to appeal that portion of any Final Approval
13 Order and Judgment.

14 **NOTICE PROCESS**

15 34. A Notice in approximately the form attached hereto as **Exhibit "A,"** and as approved
16 by the Court, shall be sent by the Settlement Administrator to the Class Members by first class mail.
17 The Notice shall be translated in Spanish because a substantial majority of the Class Members have
18 a better working knowledge of the Spanish language in comparison to English. Any returned
19 envelopes from this mailing with forwarding addresses will be utilized by the Settlement
20 Administrator to forward the Notices to the Class.

- 21 (a) Within thirty (30) business days from the date of preliminary approval of this
22 Settlement by the Court, Defendants shall provide to the Settlement
23 Administrator the following information for each Class Member: (1) name;
24 (2) last known address; (3) social security number; and (5) dates of
25 employment at Fresh Grill's locations in California. This information shall
26 be based on Defendants' payroll and other business records and shall be
27 provided in a format acceptable to the Settlement Administrator. The
28 Settlement Administrator will run a check of the Class Members' addresses

1 against those on file with the U.S. Postal Service's National Change of
2 Address List; this check will be performed only once per Class Member by
3 the Settlement Administrator. Absent mutual written agreement of counsel
4 for the Parties or Court order, the Settlement Administrator will keep this
5 information confidential and secure and use it only for the purposes
6 described herein, and will return this information to Defendants upon final
7 approval of the settlement or destroy all records containing the information
8 after the Settlement is final and all payments are distributed as required under
9 this Agreement.

10 (b) Within seven (7) calendar days after the information is provided to the
11 Settlement Administrator, the Settlement Administrator will mail the
12 Notices to the Class Members by First Class United States mail.

13 (c) Notices returned to the Settlement Administrator as non-deliverable on or
14 before the initial Response Deadline shall be resent to the forwarding
15 address, if any, on the returned envelope. A returned Notice will be
16 forwarded by the Settlement Administrator any time that a forwarding
17 address is provided with the returned mail. If there is no forwarding address,
18 the Settlement Administrator will do a computer search for a new address
19 using the Class Member's social security number or other information. In
20 any instance where a Notice is re-mailed, that Class Member will have until
21 the extended Response Deadline as described above. A letter prepared by the
22 Settlement Administrator will be included in the re-mailed Notice in that
23 instance, stating the extended Response Deadline. Upon completion of these
24 steps by the Settlement Administrator, Defendants and the Settlement
25 Administrator shall be deemed to have satisfied their obligations to provide
26 the Notice to the affected Class Member. The affected Class Member shall
27 remain a member of the Settlement Class and shall be bound by all the terms
28 of the Settlement and the Court's Order and Final Judgment.

(d) Class Counsel shall provide to the Court, at least five (5) calendar days prior to the final approval hearing, or such other date as set by the Court, a declaration by the Settlement Administrator of due diligence and confirming mailing of the Notices.

DISPOSITION OF SETTLEMENT PAYMENTS AND UNCASHED CHECKS

35. As set forth above, each Class Member will have until the expiration of the applicable Response Deadline to submit to the Settlement Administrator any challenge or dispute to the Class Member's Covered Workweek information on the Notice. No disputes will be honored if they are submitted after the Response Deadline, unless the Parties mutually agree to accept the untimely dispute. Each Class Member is responsible to maintain a copy of any documents sent to the Settlement Administrator and a record of proof of mailing.

36. The Settlement Administrator shall cause the Settlement Payments to be mailed to the Settlement Class Members and PAGA Employees as provided herein. Settlement Class Payments and PAGA Payments may be combined into one check. Settlement Payment checks shall remain valid and negotiable for 180 calendar days from the date of their issuance. Settlement Payment checks will automatically be cancelled by the Settlement Administrator if they are not cashed by the Class Member within that time, and the Class Member's relevant claims will remain released by the Settlement. Settlement Payment checks which have expired will not be reissued.

37. Funds from un-cashed or abandoned Settlement Payment checks, based on a 180-day void date, shall be transmitted to the California State Controller's Office for Unclaimed Property in the name of each Class Member who failed to cash their Settlement Payment check prior to the void date.

38. Upon completion of its calculation of Settlement Payments, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel with a report listing the amounts of all payments to be made to Class Members (to be identified anonymously by employee number or other identifier). A Declaration attesting to completion of all payment obligations will be provided to Class Counsel and Defendants' Counsel and filed with the Court by Class Counsel.

1 **RELEASE BY THE CLASS MEMBERS AND PAGA EMPLOYEES**

2 39. Upon the final approval by the Court of this Settlement and Fresh Grill's payment of
3 all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by
4 this Settlement, (i) Plaintiff/Class Representative,
5 (ii) Class Members who have not submitted a valid and timely request for exclusion as to the
6 Released Class Claims, (iii) and PAGA Employees, regardless of whether they have requested
7 exclusion from the Settlement of the Released Class Claims, shall release claims as follows:

8 (a) **Date Release Becomes Active.** The Released Class Claims and Released
9 PAGA Claims will be released upon the later of (1) the Settlement's
10 Effective Date, or (2) the satisfaction of Fresh Grill's obligation to provide
11 to the Settlement Administrator a sum in the amount required to satisfy all
12 required payments and distributions pursuant to this Settlement and the
13 Order and Judgment of final approval. Class Members will not release the
14 Released Class Claims or Released PAGA Claims until both the Effective
15 Date of the Settlement has occurred, **and** Fresh Grill has funded the
16 settlement.

17 (b) **Claims Released by Settlement Class Members.** Each and every
18 Settlement Class Member, on behalf of himself or herself and his or her heirs
19 and assigns, shall release Releasees from Released Class Claims during the
20 Class Period.

21 (c) **Claims Released by PAGA Employees.** All PAGA Employees shall
22 release Releasees from all Released PAGA Claims during the PAGA Period
23 regardless of whether they have requested exclusion from the Settlement as
24 to the Released Class Claims.

25 **EMPLOYMENT BY DEFENDANTS**

26 40. Current employment of Plaintiff by Defendants is not consideration for, or a condition
27 of, this Settlement.

1 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

2 41. The Parties shall submit this Joint Stipulation of Class Action Settlement to the Court
3 in support of Plaintiffs' unopposed motion for preliminary approval for determination by the Court
4 as to its fairness, adequacy, and reasonableness. Upon execution of this Joint Stipulation of Class
5 Action Settlement, the Parties shall apply to the Court for the entry of an order:

- 6 (a) Scheduling a final approval and fairness hearing on the question of whether
7 the proposed Settlement, including payment of attorney's fees and costs, and
8 the Class Representative's Service Payment, should be finally approved as
9 fair, reasonable, and adequate as to the Class Members;
- 10 (b) Certifying a Class;
- 11 (c) Approving as to form and content the proposed Notice;
- 12 (d) Directing the mailing of the Notice;
- 13 (e) Preliminarily approving the Settlement subject only to the objections of
14 Class Members and final review by the Court;
- 15 (f) Conditionally appointing Plaintiff and Class Counsel as representatives of
16 the proposed Class Members; and,
- 17 (g) Appointing ILYM Group as the Settlement Administrator, and order the
18 Settlement Administrator to issue Notices as outlined above.

19 **DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL**

20 42. In conjunction with the hearing of a motion for final approval by the Court of the
21 Settlement provided for in this Joint Stipulation of Settlement, Class Counsel will provide to
22 Defendants' Counsel for review and approval and then submit to the Court a proposed final order
23 and judgment containing provisions sufficient to accomplish the following:

- 24 (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable
25 and adequate, and directing consummation of its terms and provisions;
- 26 (b) Approving Class Counsel's application for an award of attorney's fees and
27 costs;
- 28 (c) Approving the Service Payment to the Class Representative;

- 1 (d) Adjudging the Settlement Administrator has fulfilled its initial notice and
2 reporting duties under the Settlement.
- 3 (e) Adjudging Plaintiffs and Class Counsel may adequately represent the Final
4 Settlement Class for the purpose of entering into and implementing the
5 Agreement;
- 6 (f) Entering a final judgment for dismissal in the Action;
- 7 (g) Adjudging that notwithstanding the submission of a timely request for
8 exclusion, Class Members are still bound by the settlement and release of the
9 Released PAGA Claims or remedies under the Judgment pursuant to *Arias*
10 *v. Superior Court*, 46 Cal. 4th 969 (2009), as requests to be excluded from
11 the Settlement do not apply to the Released PAGA Claims, and further
12 affirms that the State's claims for civil penalties pursuant to PAGA are also
13 extinguished;
- 14 (h) Directing the posting of the final judgment on a website maintained by the
15 Settlement Administrator for a period of not less than 90 calendar days after
16 entry of final judgment.

17 Any revised final judgments will also be provided to Defendants' Counsel for review and approval
18 before they are submitted to the Court.

19 NULLIFICATION AND TERMINATION

20 43. This Settlement will be null and void if any of the following occur: (a) the Court should
21 for any reason fail to certify a class for settlement purposes; (b) the Court should for any reason fail
22 to preliminarily or finally approve of this Settlement in the form agreed to by the Parties, other than
23 adjustments made to the attorney's fees and costs or granting of Service Payments; (c) the Court
24 should for any reason fail to enter the final judgment; (d) the final judgment is reversed, modified,
25 or declared or rendered void; or (e) the Settlement does not become final for any other reason.

26 44. If five percent (5%) or more of the Class Members opt out of this Settlement, then
27 Defendants in their sole discretion may terminate, nullify and void this Settlement. The Settlement
28 Administrator shall provide Defendants' Counsel with the information necessary to effectuate this

1 provision on a regular basis, but no less frequently than on a monthly basis. Defendants shall have
2 ten (10) calendar days from the date that the administrator notifies counsel for Defendants of the opt
3 out threshold having been met to exercise this option. If this option is exercised by Defendants,
4 Defendants shall be solely responsible for all costs incurred by the Settlement Administrator for the
5 settlement administration. In the event this Settlement is nullified or terminated as provided above:
6 (i) this Settlement shall be considered null and void, (ii) neither this Settlement nor any of the related
7 negotiations or proceedings shall have any force or effect and no party shall be bound by any of its
8 terms, and (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if
9 the Settlement had been neither entered into nor filed with the Court.

10 45. Defendants estimate that there are 40 Class Members in the Action during the Class
11 Period. Defendants further estimate that between September 10, 2019 and November 26, 2024, the
12 Class Members worked an estimated 2,911 workweeks. In the event the total workweeks on the
13 final class list are more than 10% larger, at the option of the Defendants, the Defendants shall either
14 increase the Net Settlement Amount pro rata, with a 10% grace margin (i.e., if the numbers
15 increase by 11%, the Net Settlement Amount shall increase by 1%), or elect to shorten the date for
16 determining class membership such that the threshold is not exceeded (i.e., such that there is not an
17 increase in the number of workweeks of more than 10%).

18 **PARTIES' AUTHORITY**

19 46. The signatories hereto hereby represent that they are fully authorized to enter into this
20 Settlement and bind the Parties hereto to the terms and conditions thereof.

21 **MUTUAL FULL COOPERATION**

22 47. The Parties agree to fully cooperate with each other to accomplish the terms of this
23 Settlement including, but not limited to, execution of such documents and taking such other action
24 as reasonably may be necessary to implement the terms of this Settlement. The Parties to this
25 Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any
26 other efforts that may become necessary by order of the Court, or otherwise, to effectuate this
27 Settlement and the terms set forth herein. As soon as practicable after execution of this Settlement,
28 Class Counsel shall, with the assistance and cooperation of Defendants and Defendants' Counsel,

1 take all necessary steps to secure the Court's preliminary and final approval of this Settlement.

2 **NO PRIOR ASSIGNMENTS**

3 48. The Parties and their respective counsel represent, covenant, and warrant that they have
4 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
5 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
6 or rights herein released and discharged except as set forth herein.

7 **NO ADMISSION OF LIABILITY**

8 49. Nothing contained herein, nor the consummation of this Settlement, is to be construed
9 or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
10 Defendants. Defendants deny all the claims and contentions alleged by the Plaintiff in this case.
11 Defendants has entered into this Settlement solely with the intention to avoid further disputes and
12 litigation with the attendant inconvenience and expenses.

13 **ENFORCEMENT ACTIONS**

14 50. In the event that one or more of the Parties to this Settlement institutes any legal action
15 or other proceeding against any other party or parties to enforce the provisions of this Settlement or
16 to declare rights and/or obligations under this Settlement, the successful party or parties shall be
17 entitled to recover from the unsuccessful party or parties reasonable attorney's fees and costs,
18 including expert witness fees incurred in connection with any actions.

19 **NOTICES**

20 51. Unless otherwise specifically provided herein, all notices, demands or other
21 communications given hereunder shall be in writing and shall be deemed to have been duly given
22 as of the third business day after mailing by United States registered or certified mail, return receipt
23 requested, addressed as follows:

24 Class Counsel:

25 Michael H. Boyamian
26 BOYAMAIN LAW, INC.
27 550 North Brand Boulevard, Suite 1500
28 Glendale, California 91203
Tel: (818) 547-5300
Fax: (818) 547-5678

Counsel for Defendants:

Neda Roshanian
ROSHANIAN LAW FIRM, INC.
15260 Ventura Boulevard, Suite 845
Sherman Oaks, California 91403
Tel.: (818) 616-3442
neda@roshanianlaw.com

1 michael@boymanianlaw.com
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3 **CONSTRUCTION**

4 52. The Parties hereto agree that the terms and conditions of this Settlement are the result
5 of lengthy, intensive arms-length negotiations between the Parties, and this Settlement shall not be
6 construed in favor of or against any party by reason of the extent to which any party or his, her or its
7 counsel participated in the drafting of this Settlement.

8 **CAPTIONS AND INTERPRETATIONS**

9 53. Paragraph titles or captions contained herein are inserted as a matter of convenience
10 and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any
11 provision hereof. Each term of this Settlement is contractual and not merely a recital.

12 **MODIFICATION**

13 54. This Settlement may not be changed, altered, or modified, except in writing and signed
14 by the Parties hereto, and approved by the Court. This Settlement may not be discharged except by
15 performance in accordance with its terms or by a writing signed by the Parties hereto.

16 **INTEGRATION CLAUSE**

17 55. This Settlement contains the entire agreement between the Parties relating to the
18 Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,
19 understandings, representations, and statements, whether oral or written and whether by a party or
20 such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

21 **WAIVER OF APPEALS**

22 56. The Parties agree to waive appeals and to stipulate to class certification for purposes
23 of implementing this Settlement only, with the exception that Class Counsel retains the right to
24 appeal the amount awarded as attorney's fees in the event that the Court awards less than the
25 requested amount of attorney's fees.

26 **BINDING ON ASSIGNS**

27 57. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and
28 their respective heirs, trustees, executors, administrators, successors and assigns.

1 **CLASS COUNSEL SIGNATORIES**

2 58. It is agreed that it is impossible or impractical to have each Class Member execute this
3 Settlement. The Notice will advise all Class Members of the binding nature of the Released Class
4 Claims and Released PAGA Claims, and the release shall have the same force and effect as if this
5 Settlement were executed by each Class Member.

6 **COUNTERPARTS**

7 59. This Settlement may be executed in counterparts and by electronic or facsimile
8 signatures, and when each party has signed and delivered at least one such counterpart, each
9 counterpart shall be deemed an original, and, when taken together with other signed counterparts,
10 shall constitute one Settlement, which shall be binding upon and effective as to all Parties.

11 **FINAL JUDGMENT**

12 60. The Parties agree that, upon final approval of the Settlement, final judgment of
13 dismissal of this Action will be made and entered in its entirety. The final judgment may be included
14 in the Order granting Final Approval of the Settlement.

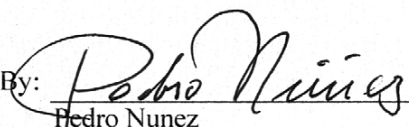
15 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
16 Stipulation of Class Action Settlement between Plaintiffs and Defendants as set forth below:

17 IT IS SO STIPULATED.

18 **Plaintiff & Class Representative:**

19
20 Dated:

By:


Pedro Nunez

22 **Defendants:**

23
24
25 Dated:

By:

Farzad Cheshmaghil
Owner of F.G. Mediterranean, Inc., dba Fresh Grill,
and for himself

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Approved as to form:

Class Counsel:

Dated: 03/07/2025

BOYAMAIN LAW, INC.

By: 

Michael H. Boyamian
Attorneys for Plaintiff PEDRO NUNEZ

Defendants' Counsel:

Dated:

ROSHANIAN LAW FIRM, INC.

By: _____
Neda Roshanian
Attorneys for Defendants F.G.
MEDITERRANEAN, INC., and FARZAD
CHESHMAGHIL

CLASS COUNSEL SIGNATORIES

58. It is agreed that it is impossible or impractical to have each Class Member execute this Settlement. The Notice will advise all Class Members of the binding nature of the Released Class Claims and Released PAGA Claims, and the release shall have the same force and effect as if this Settlement were executed by each Class Member.

COUNTERPARTS

59. This Settlement may be executed in counterparts and by electronic or facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties.

FINAL JUDGMENT

60. The Parties agree that, upon final approval of the Settlement, final judgment of dismissal of this Action will be made and entered in its entirety. The final judgment may be included in the Order granting Final Approval of the Settlement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement between Plaintiffs and Defendants as set forth below:

IT IS SO STIPULATED.

Plaintiff & Class Representative:

Dated:

By:

Pedro Nunez

Defendants:

Dated: 2/25/2025

By:

Signed by:

Farzad Cheshmaghil

Farzad Cheshmaghil
Owner of F.G. Mediterranean, Inc., dba Fresh Grill,
and for himself

1 **Approved as to form:**

2 **Class Counsel:**

3

4 **Dated:**

BOYAMAIN LAW, INC.

5

6

By: _____

Michael H. Boyamian
Attorneys for Plaintiff PEDRO NUNEZ

7

8 **Defendants' Counsel:**

9

10 **Dated:** February 25, 2025

ROSHANIAN LAW FIRM, INC.

11

12

By: _____


Neda Roshanian
Attorneys for Defendants F.G.
MEDITERRANEAN, INC., and FARZAD
CHESHMAGHIL

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