

---

**Subject:** Fwd: Draft Settlement Agreement / Stipulated Judgment  
**From:** Nuha Sayegh <nuha@recovery-compass.org>  
**To:** Eric Jones <eric@recovery-compass.org>, Nuha Sayegh <Chefnuha@gmail.com>  
**Date Sent:** Sunday, November 2, 2025 1:14:19 AM GMT-07:00  
**Date Received:** Sunday, November 2, 2025 1:14:32 AM GMT-07:00

Begin forwarded message:

From: gary garykurtzlaw.com <[gary@garykurtzlaw.com](mailto:gary@garykurtzlaw.com)>

Subject: Re: Draft Settlement Agreement / Stipulated Judgment

Date: June 20, 2023 at 11:29:03 AM PDT

To: Daniel Gentile <[danielkgentile@popeandgentile.com](mailto:danielkgentile@popeandgentile.com)>

Freddy is the more solvent person, and most of the push back was with Sammy doing the guarantee. He is not a party to the lawsuit.

I will put the term back in.

On Jun 20, 2023, at 11:25 AM, Daniel Gentile <[danielkgentile@popeandgentile.com](mailto:danielkgentile@popeandgentile.com)> wrote:

We will want the FMV adjustment and using qualified real estate brokers is acceptable. The other revisions look okay with the exception of removing Sammy from the personal guarantee. As I understand it, he is the principal of the businesses.

On Tue, Jun 20, 2023 at 10:55 AM gary garykurtzlaw.com <<http://garykurtzlaw.com/>> <[gary@garykurtzlaw.com](mailto:gary@garykurtzlaw.com)> wrote:

Attached are revised documents approved by Sami and Freddy.

The only significant change is that we removed the FMV evaluation at the option periods. I recall that we proposed that term, and your clients reluctantly agreed. After internal discussions we thought it was more trouble than it was worth and an invitation to further conflicts (which we want to avoid). If your clients strongly want the term, we can put it back in. Our only comment if that happens is that real estate brokers would be better to provide the FMV numbers than appraisers.

On Jun 19, 2023, at 6:42 PM, gary garykurtzlaw.com <<http://garykurtzlaw.com/>> wrote:

I expect to have a document back to you tomorrow. I thought it would be approved today, but I learned that there's a death in the family and they were traveling to a wake

Sent from my iPhone. 818-599-6628

On Jun 19, 2023, at 6:32 PM, Daniel Gentile <[danielkgentile@popeandgentile.com](mailto:danielkgentile@popeandgentile.com)> wrote:

I'm staying on top of this because I know how your client can unravel the agreement in a matter of minutes. Slightly revised to your client may mean a vastly different agreement to my clients. I need to keep a very short leash on this as rent is due in less than 2 weeks.

Daniel K. Gentile, Esq.

Pope & Gentile, APC

100 N. Brand Boulevard, Suite 620

Glendale, CA 91203

760.951.7000

760.513.9901

On Jun 19, 2023, at 6:22 PM, gary garykurtzlaw.com <<http://garykurtzlaw.com/>> wrote:

As I said, you're acting premature. I told you I was having trouble with Samey, not that it's not gonna get done. I have his approval on a slightly revised version of the settlement agreement. I'm waiting for Freddy's approval, and Freddy has agreed to everything in the past. We have an enforceable agreement on the record. The option is to seek to enforce the agreement if we can't reach terms. There is no basis to undo the agreement and go to trial.

Sent from my iPhone. 818-599-6628

On Jun 19, 2023, at 6:13 PM, Daniel Gentile <[danielkgentile@popeandgentile.com](mailto:danielkgentile@popeandgentile.com)> wrote:

Hi Gary. Any update?

Daniel K. Gentile, Esq.

Pope & Gentile, APC

100 N. Brand Boulevard, Suite 620

Glendale, CA 91203

760.951.7000

760.513.9901

On Jun 16, 2023, at 3:49 PM, gary garykurtzlaw.com <<http://garykurtzlaw.com/>> wrote:

That would be a little pre-mature. Give me a little more time to beat some sense into him.

On Jun 16, 2023, at 3:22 PM, Daniel Gentile <[danielkgentile@popeandgentile.com](mailto:danielkgentile@popeandgentile.com)> wrote:

Let him know that we'll bring an ex parte next Wednesday to resume the trial. Once that is filed on Tuesday, there will be no further settlement discussions. I'll confirm this with my clients but this is what they will tell me to do. I'll provide formal notice on Tuesday when the ex parte is filed. The judge will not be happy.

Daniel K. Gentile, Esq.

Pope & Gentile, APC

100 N. Brand Boulevard, Suite 620

Glendale, CA 91203

760.951.7000

760.513.9901

On Jun 16, 2023, at 3:12 PM, gary garykurtzlaw.com <<http://garykurtzlaw.com/>> wrote:

I have told him that.

On Jun 16, 2023, at 3:07 PM, Daniel Gentile <[danielkgentile@popeandgentile.com](mailto:danielkgentile@popeandgentile.com)> wrote:

I'm reasonably certain that my clients would demand that I immediately proceed to trial and have them evicted if I even mention to them that there is any pushback with this.

Daniel K. Gentile, Esq.

Pope & Gentile, APC

100 N. Brand Boulevard, Suite 620

Glendale, CA 91203

760.951.7000

760.513.9901

On Jun 16, 2023, at 2:59 PM, gary garykurtzlaw.com <<http://garykurtzlaw.com/>> wrote:

You have an enforceable agreement on the record.

I have paid for and am waiting for the transcript. If you have a copy already, please send me a pdf.

I have told him that he can either agree to the terms with language that can be crafted and a lease that can be tweaked to assist sales efforts, or he will have the same ultimate results crammed down his #\$\$%^ by the Court, with a lease that does not consider his needs.

On the positive side, Hani is not fussing about getting me some properties to offer regarding the 600K note.

On Jun 16, 2023, at 2:55 PM, Daniel Gentile <[danielkgentile@popeandgentile.com](mailto:danielkgentile@popeandgentile.com)> wrote:

Great. That's all my clients need to hear.

Daniel K. Gentile, Esq.

Pope & Gentile, APC

100 N. Brand Boulevard, Suite 620

Glendale, CA 91203

760.951.7000

On Jun 16, 2023, at 2:35 PM, gary garykurtzlaw.com <<http://garykurtzlaw.com/>> wrote:

I am having a lot of difficulty with Sammy.

We discuss things every day or so. I am trying to pound into his head that the negotiations are over and we have a deal that will not change.

I will ask about July 3.

On Jun 16, 2023, at 2:23 PM, Daniel Gentile <[danielkgentile@popeandgentile.com](mailto:danielkgentile@popeandgentile.com)> wrote:

Hi Gary.

Any update?

Also as far as a walkthrough, can we make it July, 3, 2023?

Daniel K. Gentile, Esq.

Pope & Gentile, APC

100 N. Brand Boulevard, Suite 620

Glendale, CA 91203

760.951.7000

760.513.9901

On Jun 7, 2023, at 2:01 PM, gary garykurtzlaw.com <<http://garykurtzlaw.com/>> wrote:

Freddy

Will you please follow up on the lease proposal Jason was preparing

And will you get properties to offer for security.

On Jun 7, 2023, at 1:53 PM, Daniel Gentile <[danielkgentile@popeandgentile.com](mailto:danielkgentile@popeandgentile.com)> wrote:

Thank you Gary. I'll take a look. I need to run it by my people too but I believe it's just about ready.

As far as the lease, any eta? And, do you have a property description so that can we open a quick escrow?

Daniel K. Gentile, Esq.

Pope & Gentile, APC

100 N. Brand Boulevard, Suite 620

Glendale, CA 91203

760.951.7000

760.513.9901

On Jun 7, 2023, at 12:52 PM, gary garykurtzlaw.com <<http://garykurtzlaw.com/>> wrote:

Dan

We are almost ready for me to send to my clients with a recommendation for signatures. Some very modest changes to the settlement agreement. The change to the stipulated judgment is a comma.

On Jun 7, 2023, at 11:04 AM, Daniel Gentile <[danielkgentile@popeandgentile.com](mailto:danielkgentile@popeandgentile.com)> wrote:

Hi Gary.

I believe I made the revisions requested, with slight modification. However, the language which you requested at paragraph 2(A)(4(a) is a bit confusing. The original language which I had states that the note is due in 60 months, or when the business sells, whichever first occurs. Can you clarify?

---

**Subject:** Fwd: Draft Settlement Agreement / Stipulated Judgment  
**From:** Nuha Sayegh <nuha@recovery-compass.org>  
**To:** Eric Jones <eric@recovery-compass.org>  
**Date Sent:** Sunday, November 2, 2025 2:13:33 PM GMT-08:00  
**Date Received:** Sunday, November 2, 2025 2:13:37 PM GMT-08:00

Begin forwarded message:

From: gary garykurtzlaw.com <[gary@garykurtzlaw.com](mailto:gary@garykurtzlaw.com)>

Subject: Re: Draft Settlement Agreement / Stipulated Judgment

Date: June 20, 2023 at 11:29:03 AM PDT

To: Daniel Gentile <[danielkgentile@popeandgentile.com](mailto:danielkgentile@popeandgentile.com)>

Freddy is the more solvent person, and most of the push back was with Sammy doing the guarantee. He is not a party to the lawsuit.

I will put the term back in.

On Jun 20, 2023, at 11:25 AM, Daniel Gentile <[danielkgentile@popeandgentile.com](mailto:danielkgentile@popeandgentile.com)> wrote:

We will want the FMV adjustment and using qualified real estate brokers is acceptable. The other revisions look okay with the exception of removing Sammy from the personal guarantee. As I understand it, he is the principal of the businesses.

On Tue, Jun 20, 2023 at 10:55 AM gary garykurtzlaw.com <<http://garykurtzlaw.com/>> <[gary@garykurtzlaw.com](mailto:gary@garykurtzlaw.com)> wrote:

Attached are revised documents approved by Sami and Freddy.

The only significant change is that we removed the FMV evaluation at the option periods. I recall that we proposed that term, and your clients reluctantly agreed. After internal discussions we thought it was more trouble than it was worth and an invitation to further conflicts (which we want to avoid). If your clients strongly want the term, we can put it back in. Our only comment if that happens is that real estate brokers would be better to provide the FMV numbers than appraisers.

On Jun 19, 2023, at 6:42 PM, gary garykurtzlaw.com <<http://garykurtzlaw.com/>> wrote:

I expect to have a document back to you tomorrow. I thought it would be approved today, but I learned that there's a death in the family and they were traveling to a wake

Sent from my iPhone. 818-599-6628

On Jun 19, 2023, at 6:32 PM, Daniel Gentile <[danielkgentile@popeandgentile.com](mailto:danielkgentile@popeandgentile.com)> wrote:

I'm staying on top of this because I know how your client can unravel the agreement in a matter of minutes. Slightly revised to your client may mean a vastly different agreement to my clients. I need to keep a very short leash on this as rent is due in less than 2 weeks.

Daniel K. Gentile, Esq.

Pope & Gentile, APC

100 N. Brand Boulevard, Suite 620

Glendale, CA 91203

760.951.7000

760.513.9901

On Jun 19, 2023, at 6:22 PM, gary garykurtzlaw.com <<http://garykurtzlaw.com/>> wrote:

As I said, you're acting premature. I told you I was having trouble with Samey, not that it's not gonna get done. I have his approval on a slightly revised version of the settlement agreement. I'm waiting for Freddy's approval, and Freddy has agreed to everything in the past. We have an enforceable agreement on the record. The option is to seek to enforce the agreement if we can't reach terms. There is no basis to undo the agreement and go to trial.

Sent from my iPhone. 818-599-6628

On Jun 19, 2023, at 6:13 PM, Daniel Gentile <[danielkgentile@popeandgentile.com](mailto:danielkgentile@popeandgentile.com)> wrote:

Hi Gary. Any update?

Daniel K. Gentile, Esq.

Pope & Gentile, APC

100 N. Brand Boulevard, Suite 620

Glendale, CA 91203

760.951.7000

760.513.9901

On Jun 16, 2023, at 3:49 PM, gary garykurtzlaw.com <<http://garykurtzlaw.com/>> wrote:

That would be a little pre-mature. Give me a little more time to beat some sense into him.

On Jun 16, 2023, at 3:22 PM, Daniel Gentile <[danielkgentile@popeandgentile.com](mailto:danielkgentile@popeandgentile.com)> wrote:

Let him know that we'll bring an ex parte next Wednesday to resume the trial. Once that is filed on Tuesday, there will be no further settlement discussions. I'll confirm this with my clients but this is what they will tell me to do. I'll provide formal notice on Tuesday when the ex parte is filed. The judge will not be happy.

Daniel K. Gentile, Esq.

Pope & Gentile, APC

100 N. Brand Boulevard, Suite 620

Glendale, CA 91203

760.951.7000

760.513.9901

On Jun 16, 2023, at 3:12 PM, gary garykurtzlaw.com <<http://garykurtzlaw.com/>> wrote:

I have told him that.

On Jun 16, 2023, at 3:07 PM, Daniel Gentile <[danielkgentile@popeandgentile.com](mailto:danielkgentile@popeandgentile.com)> wrote:

I'm reasonably certain that my clients would demand that I immediately proceed to trial and have them evicted if I even mention to them that there is any pushback with this.

Daniel K. Gentile, Esq.

Pope & Gentile, APC

100 N. Brand Boulevard, Suite 620

Glendale, CA 91203

760.951.7000

760.513.9901

On Jun 16, 2023, at 2:59 PM, gary garykurtzlaw.com <<http://garykurtzlaw.com/>> wrote:

You have an enforceable agreement on the record.

I have paid for and am waiting for the transcript. If you have a copy already, please send me a pdf.

I have told him that he can either agree to the terms with language that can be crafted and a lease that can be tweaked to assist sales efforts, or he will have the same ultimate results crammed down his #\$\$%^ by the Court, with a lease that does not consider his needs.

On the positive side, Hani is not fussing about getting me some properties to offer regarding the 600K note.

On Jun 16, 2023, at 2:55 PM, Daniel Gentile <[danielkgentile@popeandgentile.com](mailto:danielkgentile@popeandgentile.com)> wrote:

Great. That's all my clients need to hear.

Daniel K. Gentile, Esq.

Pope & Gentile, APC

100 N. Brand Boulevard, Suite 620

Glendale, CA 91203

760.951.7000

On Jun 16, 2023, at 2:35 PM, gary garykurtzlaw.com <<http://garykurtzlaw.com/>> wrote:

I am having a lot of difficulty with Sammy.

We discuss things every day or so. I am trying to pound into his head that the negotiations are over and we have a deal that will not change.

I will ask about July 3.

On Jun 16, 2023, at 2:23 PM, Daniel Gentile <[danielkgentile@popeandgentile.com](mailto:danielkgentile@popeandgentile.com)> wrote:

Hi Gary.

Any update?

Also as far as a walkthrough, can we make it July, 3, 2023?

Daniel K. Gentile, Esq.

Pope & Gentile, APC

100 N. Brand Boulevard, Suite 620

Glendale, CA 91203

760.951.7000

760.513.9901

On Jun 7, 2023, at 2:01 PM, gary garykurtzlaw.com <<http://garykurtzlaw.com/>> wrote:

Freddy

Will you please follow up on the lease proposal Jason was preparing

And will you get properties to offer for security.

On Jun 7, 2023, at 1:53 PM, Daniel Gentile <[danielkgentile@popeandgentile.com](mailto:danielkgentile@popeandgentile.com)> wrote:

Thank you Gary. I'll take a look. I need to run it by my people too but I believe it's just about ready.

As far as the lease, any eta? And, do you have a property description so that can we open a quick escrow?

Daniel K. Gentile, Esq.

Pope & Gentile, APC

100 N. Brand Boulevard, Suite 620

Glendale, CA 91203

760.951.7000

760.513.9901

On Jun 7, 2023, at 12:52 PM, gary garykurtzlaw.com <<http://garykurtzlaw.com/>> wrote:

Dan

We are almost ready for me to send to my clients with a recommendation for signatures. Some very modest changes to the settlement agreement. The change to the stipulated judgment is a comma.

On Jun 7, 2023, at 11:04 AM, Daniel Gentile <[danielkgentile@popeandgentile.com](mailto:danielkgentile@popeandgentile.com)> wrote:

Hi Gary.

I believe I made the revisions requested, with slight modification. However, the language which you requested at paragraph 2(A)(4(a) is a bit confusing. The original language which I had states that the note is due in 60 months, or when the business sells, whichever first occurs. Can you clarify?