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Attorneys for Plaintiff MICHAEL ALLEN RIOS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

MICHAEL ALLEN RIOS, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

YOSHI, INC., a corporation, and DOES 1 through 10, inclusive,

Defendants.

ANDRE BROWN, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

YOSHI, INC., and DOES 1 through 100, inclusive

Defendants.

Case Nos.: 21STCV13691 (*Rios*); 21STCV19677 (*Brown*)

CLASS ACTION

[*Assigned for all purposes to:* Hon. Elihu M. Berle, Dept. 6]

DECLARATION OF JUSTIN F. MARQUEZ IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

[*Filed concurrently with*: *Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement, Memorandum of Points and Authorities; Declarations of Michael Allen Rios and Laura Van Note; and [Proposed] Order Granting Motion*]

FINAL APPROVAL HEARING
Date: July 11, 2024
Time: 10:00 a.m.
Dept: 6

Rios Complaint filed: April 9, 2021
Brown Complaint filed: May 24, 2021
Trial date: Not set

DECLARATION OF JUSTIN F. MARQUEZ

I, Justin F. Marquez, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Senior Partner at Wilshire Law Firm, PLC, counsel of record for Plaintiff Michael Allen Rios ("Plaintiff"). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. This Declaration is submitted in support of Plaintiffs' Motion for Final Approval of Class Action Settlement.

CASE BACKGROUND

2. This is a wage and hour class action. Plaintiffs and putative class members worked in California as hourly-paid or non-exempt employees for Defendant during the class period. Defendant specializes in the delivery of various vehicle care services, including, but not limited to, gas delivery, oil changes, and car washes/details.

3. Plaintiffs allege that Defendant's payroll, timekeeping, and wage and hour practices resulted in Labor Code violations. Plaintiffs allege that Defendant failed to pay for all hours worked. Plaintiffs further allege that Defendant failed to provide employees with legally compliant meal and rest periods. Based on these allegations, Plaintiffs assert related claims for failure to provide accurate wage statements, failure to pay all final wages at termination, and unfair business practices.

4. On April 9, 2021, Plaintiff Rios filed a putative wage-and-hour class action complaint against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; and (7) unfair business practices (Business and Professions Code §§ 17200 et seq.). On April 12, 2021, Plaintiff sent notice to Defendant and the California Labor & Workforce Development Agency ("LWDA") alleging similar wage-and-hour violations pursuant to the Private Attorneys General Act ("PAGA") (Cal. Lab. Code §§ 2699, *et* seq.). On May 24, 2021,

Plaintiff Brown filed a putative wage-and-hour class action alleging similar causes of action. In September 2021, Plaintiff Rios and Brown amended their respective complaints to add a claim under the Private Attorneys' General Act ("PAGA").

DISCOVERY AND INVESTIGATION

5. Following the filing of the Complaint, the parties exchanged documents and information before mediating this action. Defendant produced a sample of time and pay records for class members. Defendant also provided documents of its wage and hour policies and practices during the class period, and information regarding the total number of current and former employees in its informal discovery responses.

6. After reviewing documents regarding Defendant's wage and hour policies and practices and analyzing Defendant's timekeeping and payroll records, Class Counsel was able to evaluate the probability of class certification, success on the merits, and Defendant's maximum monetary exposure for all claims. Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Class Counsel reviewed these records and prepared a damage analysis prior to mediation.

SETTLEMENT NEGOTIATIONS, PRELIMINARY APPROVAL, AND CLASS SIZE

7. During the two months preceding the mediation in this case, Defendant paid out approximately $46,000 in settlement payments to a portion of the class members in an attempt to release their claims related to this action.

8. On April 4, 2022, the parties participated in private mediation with experienced class action mediator Joel Grossman, Esq. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached.

9. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiffs' claims and Defendant's defenses, the Parties reached a settlement, the material terms of which are encompassed within the Settlement that was finalized and fully executed in September 2023. The Court then granted preliminary approval October 19, 2023.

Attached as **Exhibit 1** is a true and correct copy of the Yoshi, Inc. Wage and Hour Class Action Settlement Agreement and Release of Claims ("Settlement" or "Settlement Agreement").

10. Class Counsel has conducted a thorough investigation into the facts of this case. Based on the foregoing discovery and their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interests of the Settlement Class Members in light of all known facts and circumstances, the risk of significant delay, the defenses that could be asserted by Defendant both to certification and on the merits, trial risk, and appellate risk. While Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each cause of action. Plaintiffs also recognize that proving the amount of wages due to each Class Member would be an expensive, time-consuming, and uncertain proposition. Furthermore, even if Plaintiffs obtained certification of all or some of the claims, continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery by the class.

11. As of May 31, 2024, zero class members have opted out of the settlement and zero class members have objected to the settlement. Attached as **Exhibit 2** is a true and correct copy of the settlement administration report provided to Plaintiff by Simpluris on May 31, 2024. The mailing list included approximately 3,500 workweeks.

12. Upon the Court's approval of the settlement, participating class members will an average gross payout of approximately $71.43 per workweek.[1] When including all estimated deductions, participating class members will receive an average net individual settlement payment of approximately $1,463.63.[2]

ENHANCEMENT AWARD FOR PLAINTIFFS IS REASONABLE

13. Class Counsel represent that Plaintiffs devoted a great deal of time and work assisting counsel in the case, communicated with counsel very frequently for litigation and to

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[1] $250,000 divided by 3,500 workweeks = approximately $71.43 per workweek.

[2] $250,000 – $87,500 [attorney's fees] - $22,500 [enhancement awards to Plaintiffs Rios and Brown] - $5,000 [settlement administration costs] - $3,750 [payment to the LWDA] - $21,118.47 [attorneys' costs] = $105,381.53. $105,381.52 divided by 72 individuals = $1,463.63.

prepare for mediation, and was frequently in contact with Class Counsel during the mediation. Plaintiffs' requested enhancement awards are reasonable particularly in light of the substantial benefits Plaintiffs generated for all class members.

14. Throughout this litigation, Plaintiff, who is a former employee of Defendant, has cooperated immensely with my office and has taken many actions to protect the interests of the class. Plaintiff provided valuable information regarding unpaid overtime, meal period, and rest period claims. Plaintiff also informed my office of developments and information relevant to this action, participated in decisions concerning this action, made himself available to answer questions during the mediation, and provided my office with the names and contact information of potential witnesses in this action. Before we filed this case, Plaintiff provided my office with several documents, including policy documents from Defendant regarding the claims alleged in this action. The information and documentation provided by Plaintiffs were instrumental in establishing the wage and hour violations alleged in this action, and the recovery provided for in the Settlement Agreement would have been impossible to obtain without Plaintiffs' participation.

15. At the same time, Plaintiff faced many risks in adding himself as the class representatives in this matter. Plaintiff faced actual risks with his future employment, as putting himself on public record in an employment lawsuit could also very well affect his likelihood for future employment. Furthermore, as part of this settlement, Plaintiff is executing a general release of all claims against Defendant.

16. In turn, class members will now have the opportunity to participate in a settlement, reimbursing them for alleged wage violations they may have never known about on their own or been willing to pursue on their own. If these class members would have each tried to pursue their legal remedies on their own, that would have resulted in each having to expend a significant amount of their own monetary resources and time, which were obviated by Plaintiff putting himself on the line on behalf of these other class members.

17. In the final analysis, this class action would not have been possible without the aid of Plaintiff, who put his own time and effort into this litigation, sacrificed the value of his own individual claims, and placed himself at risk for the sake of the class members. The requested

enhancement award for Plaintiff for dhis service as the class representatives and for his general release of all individual claims is a relatively small amount of money when the time and effort put into the litigation are considered and in comparison to enhancements granted in other class actions. The requested incentive award is therefore reasonable to compensate Plaintiff for his active participation in this lawsuit. Indeed, in *Karl Adams, III, et al. v. MarketStar Corporation*, et al., No. 2:14-cv-02509-TLN-DB, a wage and hour class action alleging that class members were misclassified as exempt outside salespersons, I was co-lead Class Counsel and helped negotiate a $2.5 million class action settlement for 339 class members, and the court approved a $25,000.00 class representative incentive award for each named plaintiff.

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

18. The Settlement provides for attorney's fees payable to Class Counsel in an amount up to one-third (35%) of the Settlement Amount, for a maximum fees award of $87,500, plus actual costs and expenses not to exceed $25,000.00. Class Counsel have executed a fee-split agreement with 65% of the fees awarded to Wilshire Law Firm PLC and 35% of the fees awarded to Cole & Van Note. Plaintiffs have consented in writing to the fee-split agreement. The proposed award of attorneys' fees to Class Counsel, in this case can be justified under a lodestar method of recovery.

19. The total current lodestar for Wilshire Law Firm, PLC is not less than the following:

Person	**Role**	**Hours**	**Rate**	**Lodestar**
Justin F. Marquez	Senior Partner (14+ years)	16	$1,500	24,000
Benjamin H. Haber	Associate Attorney (7th Year)	41	$750	$30,750
Arrash Fattahi	Associate Attorney (4h Year)	22	$625	$13,750
Maxim Gorbunov	Associate Attorney (3rd Year)	3	$575	$7,475
Min Jee Kim	Senior Paralegal	23	$200	$4,600
Rebecca Padilla	Paralegal	20	$150	$3,000
Total:		**135**		**$83,575**

20. Class Counsel has spent over 135 hours litigating this Action to bring it to resolution, not including time which will be expended monitoring the administration of the settlement and distribution of funds to the Class Members. The efforts expended by Plaintiff Rios's

counsel to achieve this result include, but are not limited to, the following:

a. the investigation of the matter, including meeting with Plaintiff, reviewing Defendant's policies, and requesting and reviewing Plaintiff's time and pay records, personnel files, and exploring the corporate structure of Defendant;
b. filing the Action;
c. attending status conferences and meeting and conferring with Defendant regarding the case;
d. preparing formal discovery;
e. reviewing formal discovery propounded on Plaintiff;
f. meeting and conferring with Defendant regarding mediation, exchange of informal discovery beforehand, and negotiating with opposing counsel regarding the parameters thereof;
g. selecting a mediator and mediation date;
h. working with opposing counsel for the receipt of a representative sampling and analyzing the same with the aid of Plaintiff to perform analyses of liability and exposure prior to attendance of the mediation in this matter;
i. reviewing policy documents from Defendant and researching applicable defenses;
j. preparation of a mediation brief and damages model for use at mediation;
k. attendance at mediation by all Parties and Counsel;
l. communicating with Plaintiff who requested updates or other information regarding this matter;
m. Wilshire law Firm engaged in extensive settlement negotiations to work out a compromise on the various terms to which the parties did not agree, followed by finalizing and fully executing the initial settlement agreement;
n. preparing and filing the Motion for Preliminary Approval and supporting documents.
o. meeting and conferring with Counsel for Plaintiff Brown and Defendant's counsel about the Court's concerns raised regarding Plaintiffs' motion for preliminary

approval and preparing supplemental memorandum in support of the Motion for Preliminary Approval and supporting documents;

p. attending the hearings on Motion for Preliminary Approval;

q. communicating with the Settlement Administrator to ensure the Class Notice was properly distributed and engaging in extensive follow-up communications with the Settlement Administrator and Defendant's counsel regarding Class Notice;

r. communicating with class members who sought additional information regarding the settlement, including answering questions regarding the settlement and obtaining updated addresses from class members for purposes of receiving the class notices and administering the settlement checks; and

s. preparing the instant Motion for Final Approval and supporting documents.

21. There are additional hours devoted by my colleagues and me in this litigation that are not reflected in Class Counsel's request for attorney's fees. There are also additional hours devoted by the attorneys at Cole & Van Note that are not included in this declaration.

22. We can provide additional billing records in the event the Court requests them, but would request the opportunity to redact attorney-client privileged information and any other privileged information.

23. I am informed and believe that the fee and costs provision is reasonable. The fee percentage requested is less than that charged by my office for most employment cases. My office invested significant time and resources into the case, with payment deferred to the end of the case, and then, of course, contingent on the outcome.

24. It is further estimated that my office will need to expend at least another 15 to 20 hours to monitor the process leading up to payments made to the class. My office also bears the risk of taking whatever actions are necessary if Defendant fails to pay.

25. The risk to my office has been very significant, particularly if we would not be successful in pursuing this class action. In that case, we would have been left with no compensation for all the time taken in litigating this case. Indeed, I have taken on a number of class action cases that have resulted in thousands of attorney hours being expended and ultimately having

certification denied or the defendant company going bankrupt. The contingent risk in these types of cases is very real and they do occur regularly. Furthermore, we were precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

26. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, Wilshire Law Firm, PLC represents virtually all of its employment law clients on a contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or successfully settle our clients' cases. Because Wilshire Law Firm, PLC is taking the risk that we will not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford to represent an individual employee on a contingency basis if, at the end of our representation, all we are to receive is our regular hourly rate for services. It is essential that we recover more than our regular hourly rate when we win if we are to remain in practice so as to be able to continue representing other individuals in civil rights employment disputes.

27. As of the drafting of this motion, my office has incurred around $13,019.47 in expenses litigating this action, and we anticipate accruing additional costs up to the final distribution of the Settlement funds. These expenses were reasonably necessary to the litigation and were actually incurred by my office. We also anticipate additional costs in the amount of $300, which includes the costs for filing Plaintiffs' Motion for Final Approval and appearing at the hearing. Accordingly, my office respectfully requests reimbursements of $13,319.47 in expenses, which should be reimbursed in full. Attached as **Exhibit 3** is a list of the costs and the categories of costs for the costs incurred in this case to date.

MY EXPERIENCE AND QUALIFICATIONS

28. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms for every year since 2020 and is comprised of over 70 attorneys and over 500 employees. Wilshire Law Firm, PLC is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

29. Wilshire Law Firm, PLC is qualified to handle this Action because its attorneys are experienced in litigating Labor Code violations in both individual, class action, and representative

action cases. Wilshire Law Firm, PLC has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

30. I graduated from the University of California, Los Angeles's College Honors Program in 2004 with Bachelor of Arts degrees in History and Japanese, magna cum laude and Phi Beta Kappa. As an undergraduate, I also received a scholarship to study abroad for one year at Tokyo University in Tokyo, Japan. I received my Juris Doctor from Notre Dame Law School in 2008.

31. My practice is focused on advocating for the rights of consumers and employees in class action litigation and appellate litigation. I am currently the primary attorney in charge of litigating several class action cases in state and federal courts across the United States.

32. I have received numerous awards for my legal work. From 2017 to 2020, Super Lawyers selected me as a "Southern California Rising Star," and from 2022 to 2024, I was selected as a "Southern California Super Lawyer." I was selected as one of the "Best Lawyers in America" in 2023 and 2024. In 2016 and 2017, the National Trial Lawyers selected me as a "Top 40 Under 40" attorney. I am also rated 10.0 ("Superb") by Avvo.com.

33. I am on the California Employment Lawyers Association ("CELA")'s Wage and Hour Committee and Mentor Committee, and I was selected to speak at CELA's 2019 Advanced Wage & Hour Seminar on the topic of manageability of class actions. Since 2013, I have actively mentored young attorneys through CELA's mentorship program.

34. I am also a past member of the Consumer Attorneys of California ("CAOC"). In 2020, I was selected for a position on CAOC's Board of Directors. I am also a past member of CAOC's Diversity Committee, and I helped assist the CAOC in defeating bills that harm employees. Indeed, I recently helped assist Jacqueline Serna, Esq., Legislative Counsel for CAOC, in defeating AB 443, which proposed legislation that sought to limit the enforceability of California Labor Code § 226.

35. As the attorney responsible for day-to-day management of this matter at the Wilshire Law Firm, PLC, I have over fourteen years of experience with litigating wage and hour

class actions. Over the last fourteen years, I have managed and assisted with the litigation and settlement of several wage and hour class actions. In those class actions, I performed similar tasks as those performed in the course of prosecuting this action. My litigation experience includes:

a. I served as lead or co-lead in negotiating class action settlements worth over $10 million in gross recovery to class members for each year since 2020, including over $37.5 million in 2022 and over $75 million in 2023.

b. I was part of the team of attorneys that prevailed in *Moore v. Centrelake Medical Group, Inc*. (2022) 83 Cal.App.5th 515, the first California appellate decision in a data breach class action holding that consumer plaintiffs adequately alleged injury in fact under the benefit of the bargain theory and monitoring-costs theory.

c. In 2022, Top Verdict recognized Wilshire Law Firm and myself for having one case in the Top 20 Labor & Employment Settlements (including number 19 for the $4.1 million settlement in The FPI Management Wage and Hour Cases) and four additional cases in the Top 50 Labor & Employment Settlements (numbers 36, 39, 41, and 49).

d. In 2021, Top Verdict recognized Wilshire Law Firm and myself for having one case in the Top 20 Labor & Employment Settlements (including number 19 for the $1.6 million settlement in *Moreno v. Pretium Packaging, L.L.C.*) and four additional cases in the Top 50 Labor & Employment Settlements (numbers 27, 30, 33, and 37).

e. To my knowledge, I am the only attorney to appear on each of the following Top Verdict lists for 2018 in California: Top 20 Civil Rights Violation Verdicts, Top 20 Labor & Employment Settlements, and Top 50 Class Action Settlements.

f. As lead counsel, on April 29, 2021, I prevailed against CVS Pharmacy, Inc. by winning class certification on behalf of hundreds of thousands of consumers for misleading advertising claims in *Joseph Mier v. CVS Pharmacy, Inc.*, U.S. Dist. Ct. C.D. Cal. no. SA CV 20-1979-DOC-(ADSx).

g. As lead counsel, I prevailed against Bank of America by: winning class certification on behalf of thousands of employees for California Labor Code violations; defeating appellate review of the court's order certifying the class; defeating summary judgment; and defeating a motion to dismiss. (*Frausto v. Bank of America, N.A.* (N.D. Cal. 2019) 334 F.R.D. 192, 2020 WL 1290302 (9th Cir. Feb. 27, 2020), 2019 WL 5626640 (N.D. Cal. Oct. 31, 2019), 2018 W.L. 3659251 (N.D. Cal. Aug. 2, 2018).). The decision certifying the class in *Frausto* is also discussed in Class Certification Under Fed. R. Civ. P. 23 in Action by Information Technology or Call Center Employees for Violation of State Law Wage and Hour Rules, 35 A.L.R. Fed. 3d Art. 8.

h. I was the primary author of the class certification and expert briefs in *ABM Industries Overtime Cases* (2017) 19 Cal.App.5th 277, a wage and hour class action for over 40,000 class members for off-the-clock, meal period, split shift, and reimbursement claims. *ABM Industries Overtime Cases* is the first published California appellate authority to hold that an employer's "auto-deduct policy for meal breaks in light of the recordkeeping requirements for California employers is also an issue amenable to classwide resolution." (*Id.* at p. 310.)[3] Notably, the Court of Appeal also held that expert analysis of timekeeping records can also support the predominance requirement for class certification. (*Id.* at p. 310-11.) In 2021, the case settled for $140 million, making it one of the largest ever wage and hour class action settlements for hourly-paid employees in California.

i. I briefed, argued, and won *Yocupicio v. PAE Group, LLC* (9th Cir. 2015) 795 F.3d 1057. The Ninth Circuit ruled in my client's favor and held that non-class claims under the PAGA cannot be used to calculate the amount in controversy under the Class Action Fairness Act ("CAFA"). This case is cited in several leading treatises such as Wright & Miller's Federal Practice & Procedure, and Newberg on Class Actions. In October 2016, the U.S. Supreme Court denied review of a case that

[3] As a California district court observed before the *ABM Industries Overtime* decision, "[t]he case law regarding certification of auto-deduct classes is mixed." (*Wilson v. TE Connectivity Networks, Inc.* (N.D. Cal. Feb. 9, 2017) No. 14-CV-04872-EDL, 2017 WL 1758048, *7.)

primarily concerned *Yocupicio*. That effort was led by Theodore J. Boutrous, who brought the cert petition, with amicus support from a brief authored by Andrew J. Pincus.[4] Considering that leading Supreme Court practitioners from the class action defense bar were very motivated in undermining *Yocupicio* case, but failed, this demonstrates the national importance of the *Yocupicio* decision.

j. On December 13, 2018, the United States District Court granted final approval of the $2,500,000 class action settlement in *Mark Brulee, et al. v. DAL Global Services, LLC* (C.D. Cal. Dec. 13, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659 in which I served as lead counsel. In doing so, the Court found: "Class Counsel's declarations show that the attorneys are experienced and successful litigators." (*Id.* at p. *10.)

k. *Gasio v. Target Corp.* (C.D. Cal. Sep. 12, 2014) 2014 U.S. Dist. LEXIS 129852, a reported decision permitting class-wide discovery even though the employer has a lawful policy because "[t]he fact that a company has a policy of not violating the law does not mean that the employees follow it, which is the issue here." The court also ordered defendant to pay for the cost of *Belaire-West* notice.

l. In 2013, I represented a whistleblower that reported that his former employer was defrauding the State of California with the help of bribes to public employees. The case, a false claims (qui tam) action, resulted in the arrest and criminal prosecution of State of California employees by the California Attorney General's Office.

m. In 2013, I was part of a team of attorneys that obtained conditional certification for over 2,000,000 class members in a federal labor law case for misclassification of independent contractors that did crowdsourced work on the Internet, *Otey v. CrowdFlower, Inc.*, N.D. Cal. Case No. 12-cv-05524-JST (MEJ), resulting in the following pro-plaintiff reported decisions:

1. 2013 U.S. Dist. LEXIS 151846 (N.D. Cal. Oct. 22, 2013) (holding that an

[4] http://www.chamberlitigation.com/cases/abm-industries-inc-v-castro.

unaccepted Rule 68 offer doesn't moot plaintiff's claims, and granting plaintiff's motion to strike defendant's affirmative defenses based on *Twombly/Iqbal*).

2. 2013 U.S. Dist. LEXIS 122007 (N.D. Cal. Aug. 27, 2013) (order granting conditional collective certification).

3. 2013 U.S. Dist. LEXIS 95687 (N.D. Cal. July 8, 2013) (affirming the magistrate judge's discovery ruling which held that "evidence of other sources of income is irrelevant to the question of whether a plaintiff is an employee within the meaning of the FLSA").

4. 2013 U.S. Dist. LEXIS 91771 (N.D. Cal. June 20, 2013) (granting broad discovery because "an FLSA plaintiff is entitled to discovery from locations where he never worked if he can provide some evidence to indicate company-wide violations").

n. From 2012 to 2013, I was part of a team of attorneys that obtained class certification for over 60,000 class members for off-the-clock claims, *Linares v. Securitas Security Services USA, Inc.*, Los Angeles Superior Court. Case No. BC416555. We also successfully opposed subsequent appeals to the California Court of Appeal and California Supreme Court.

36. My current contingent billing rate of $1,500.00 per hour is consistent with my actual billing rate for paid legal industry consulting services, my practice area, lead appellate experience in the Ninth Circuit Court of Appeals, numerous awards received, legal market and accepted hourly rates:

a. I have been paid for legal industry consulting services at $1,500 per hour by Gerson Lehrman Group (GLG), a company that provides financial information and advises investors and consultants with business clients seeking expert advice. GLG is one of the largest companies that provides expert consulting services. GLG's clients include corporations, hedge funds, private equity firms, and consulting firms. I have worked with GLG on numerous occasions at a rate of

$1,500 per hour, including on three recent occasions in October and November of 2023.

b. On January 11, 2024, the Hon. Laurel Beeler of the United States District Court, Northern District of California approved my $1,500 hourly rate when she granted final approval of the class action settlement in *Suarez v. Bank of America, N.A.* (N.D. Cal. Jan. 11, 2024), No. 18-cv-01202-LB, 2024 WL150721, *3 ("As for the lodestar cross-check, the billing rates are normal and customary for timekeepers with similar qualifications and experience in the relevant market.")

c. My $1,500 hourly rate was approved by many California state courts:

1. On December 8, 2023, the Hon. Marcella O. McLaughlin of the San Diego County Superior Court approved my $1,500 hourly rate when she granted final approval of the class action settlement in *Payabyab v. Bridge Hospice, LLC,* Case No. 7-2021-00046218-CU-OE-CTL.
2. On January 11, 2024, the Hon. Harold Hopp of the Riverside County Superior Court approved my $1,500 hourly rate when he granted final approval of the class action settlement in *Gutierrez v. Next Level Door & Millwork, Inc.*, Case No. CVRI2105455.
3. On January 19, 2024, the Hon. Lauri A. Damrell of the Sacramento County Superior Court approved my $1,500 hourly rate when she granted final approval of the class action settlement in *Sunshine Retirement Wage and Hour Cases*, Case No. JCCP 5247.
4. On January 26, 2024, the Hon. Loren G. Freestone of the San Diego Superior Court approved my $1,500 hourly rate when he granted final approval of the class action settlement in *Lupercio v. Western CNC, Inc.*, Case No. 37-2021-00010314-CU-OE-CTL.
5. On February 1, 2024, the Hon. Joseph T. Ortiz of the San

Bernardino Court approved by $1,500 hourly rate when he granted final approval of the class action settlement in *Jackson, et al. v. Apple Valley Communications, Inc.*, et al., Case No. CIVSB2124721.

6. On February 2, 2024, the Hon. Harold Hopp of the Riverside County Superior Court approved by $1,500 hourly rate when he granted final approval of the class action settlement in *Barrera v. Paradise Chevrolet Cadillac*, Case No. CVSW2107199.

d. On May 6, 2022, the Hon. Jay A. Garcia-Gregory of the United States District Court in Puerto Rico approved my $850 hourly rate when he granted final approval of the class action settlement in *Serrano v. Inmediata Corp.*, No. 3:19-cv-01811-JAG, Dkt. 57 (U.S. Dist. Ct. P.R. May 6, 2022).

e. On September 9, 2021, the Hon. Peter Wilson of the Orange County Superior Court approved my $800 hourly rate when he granted final approval of the class action settlement in *Ricardo Campos Hernandez v. Adams Iron Co., Inc.*, No. 30-2019-01066522-CU-OE-CXC.

f. On August 6, 2021, the Hon. Stanley Blumenfeld, Jr. of the United States District Court granted final approval of the $1,600,000 class action settlement in *Carlos Moreno v. Pretium Packaging, Inc*. (C.D. Cal. Aug. 6, 2021) No. 8:19-cv-02500-SB-DFM, 2021 WL 3673845 in which I served as lead counsel. In doing so, the Court approved my then $750 hourly rate after finding it was "reasonable, given the qualifications of the attorneys who worked on this matter." (*Id.* at p. *3.)

g. On January 19, 2021, the Hon. Elihu M. Berle of the Los Angeles County Superior Court approved my $750 hourly rate when he granted final approval of the class action settlement in *Faye Zhang v. Richemont North America, Inc.*, Case No. 19STCV32396.

37. The reasonableness of my firm's hourly rates is also supported by several surveys of legal rates, including the following:

a. The 2022 Real Rate Report survey compiled by Wolters Kluwer, which presents the real market rates of Los Angeles area attorneys who practice litigation. For that category, the third quartile 2022 rate was $1,045 per hour for partners and $855 for associates. Likewise, page 32 of the Report describes the rates charged by 183 Los Angeles partners with "21 or more years of experience" and "Fewer than 21 years." For those categories, the third quartile Los Angeles partner rate in 2022 were $1,133 per hour for 21 or more years and $1,075 for attorneys with fewer than 21 years. A true and correct copy of portions of the 2022 Real Rate Report is attached hereto as **Exhibit 4**.

b. In an article entitled "Big Law Rates Topping $2,000 Leave Value 'In Eye of Beholder,'" written by Roy Strom and published by Bloomberg Law on June 9, 2022, the author describes how Big Law firms have crossed the $2,000-per hour rate. The article also notes that law firm rates have been increasing by just under 3% per year. A true and correct copy of this article is attached hereto as **Exhibit 5**.

38. Benjamin H. Haber is a seventh-year Associate Attorney at Wilshire Law Firm. His current hourly rate for this case is $750. He graduated from the University of California, Los Angeles, with a Bachelor of Arts in Political Science, and received his Juris Doctor from the University of California, Hastings College of the Law in 2016. During law school, he was a member of the executive board for the *Hastings Law Journal* and student mediator at the San Francisco Superior Court, Small Claims Division. He was admitted to practice law in the State of California in 2017. Since graduating from law school, he has focused his legal work primarily on wage-and-hour litigation and has helped obtain dozens of settlements on behalf of tens of thousands of workers in California. He was also selected as a "Southern California Rising Star" in 2024.

39. Arrash T. Fattahi is a fourth-year Associate Attorney at Wilshire Law Firm, PLC. He was admitted to practice law in the State of California and the Central and Southern Districts of California in January 2021. Arrash graduated from the University of California, Los Angeles, with a Bachelor of Arts in Political Science, *summa cum laude*. He received his Juris

Doctor from The George Washington University Law School. During law school, he was a member of the student editorial board for the *Federal Circuit Bar Journal*. Since January 2021, his practice has mainly been focused on wage and hour class action litigation. His current contingent billing rate for this case is $625 per hour.

40. Maxim Gorbunov is a third-year Associate Attorney at Wilshire Law Firm, PLC. He was admitted to practice law in the State of California in 2021, the Northern and Central District of California in 2022, and the Southern and Eastern Districts of California in 2023. He graduated from the University of California, Irvine, with a Bachelor of Arts in Cognitive Science, completing the Psychology Honors Program. He received his Juris Doctor from the University of California, Hastings College of Law in 2021. During law school, he was a Board Member, competitor, and student coach of the Hastings Moot Court Team, being awarded the Student Coach of the Year award. Since November 2021, his practice has mainly been focused on employment and wage and hour class actions. His current contingent billing rate for this case is $575 per hour.

41. Min Jee Kim is a Senior Paralegal at Wilshire Law Firm with eleven years of experience working at law firms, including over five years of experience working on class action cases. She is a graduate of the University of California, San Diego with a Bachelor's of Arts degree in Economics. Her current contingent billing rate for this case is $200 per hour.

42. Rebecca Padilla is a Paralegal at Wilshire Law Firm with six years of experience working at law firms, including over two years of experience working on class action cases. She is a graduate of the California State University, Northridge with a Bachelor of Science degree in Business Administration – Business Law. Her current contingent billing rate for this case is $150 per hour.

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

Executed on May 31, 2024, at Los Angeles, California.

Justin F. Marquez

Exhibit 1

Scott Edward Cole, Esq. (S.B. #160744)
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Attorneys for Representative Plaintiff Andre Brown

[*Additional counsel on following page*]

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ANDRE BROWN individually, and on behalf of all others similarly situated, Plaintiff, vs. YOSHI, INC., and DOES 1 through 100, inclusive, Defendants.	**Case Nos. 21STCV19677 (*Brown*); 21STCV13691 (*Rios*)** **<u>CLASS ACTION</u>** **REVISED SETTLEMENT AGREEMENT**
MICHAEL ALLEN RIOS individually, and on behalf of all others similarly situated, Plaintiff, vs. YOSHI, INC., and DOES 1 through 100, inclusive, Defendants.	

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YOSHI, INC. WAGE AND HOUR CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Settlement Agreement") is entered into by and between Defendant YOSHI, INC. LLC ("YOSHI, INC.") and Plaintiff ANDRE BROWN and Plaintiff MICHAEL ALLEN RIOS ("Representative Plaintiffs") on behalf of themselves individually, and on behalf of all members of the "Plaintiff Class" as described herein.

DEFINITIONS

1. "Action" means, collectively, the proceedings captioned *Andre Brown, individually, and on behalf of all others similarly situated vs. Yoshi, Inc., and DOES 1 through 100, inclusive* (Case No. 21STCV19677), and *Michael Allen Rios v. Yoshi, Inc.* (Case No. 21STCV13691), both filed in the Superior Court for the State of California, County of Los Angeles.

2. "Aggrieved Employees" comprises all current and former non-exempt employees who worked at any time for Defendant Yoshi, Inc. in California from April 9, 2020 through the date of preliminary approval.

3. "Attorneys' Fees and Costs" means attorneys' fees for Class Counsel's litigation and resolution of the Action, and all costs incurred and to be incurred by Class Counsel in the Action, including but not limited to, costs associated with documenting the Settlement, providing any notices required as part of the Settlement and/or pursuant to Court Order, securing the Court's approval of the Settlement, administering the Settlement, obtaining entry of a Judgment terminating the Action, and expenses for any experts. Class Counsel will apply for, and Defendant will not oppose, attorneys' fees not to exceed 35% of the Gross Settlement Fund, or Eighty-Seven Thousand, Five Hundred dollars and no cents ($87,500.00). The Attorneys' Fees and Costs will also mean and include the additional reimbursement of any costs/expenses associated with Class Counsel's litigation and settlement of the Action, subject to the

Court's approval. As of signing this agreement, Class Counsel's costs are estimated to be $25,000. Upon seeking final approval of the Settlement, Class Counsel will submit declaratory evidence showing the exact costs incurred by Class Counsel. Defendant has agreed not to oppose Class Counsel's request for fees and reimbursement of costs as set forth above. If the Court does not approve an award of 35% of the Gross Settlement Fund and/or the full amount of costs requested, the difference between this/these amount(s) and the actual amount(s) approved shall be returned to the Net Settlement Fund to be distributed to the Settlement Class Members, according to the formula set forth below. These fees and costs are included in, and come from, the Gross Settlement Fund and will be paid directly to Class Counsel by the Settlement Administrator. Only Class Counsel will be issued an IRS Form 1099 for their award of attorneys' fees. No portion of these fees shall be part of any Form 1099 issued to the Representative Plaintiff.

4. "Class Counsel" means Cole & Van Note and Wilshire Law Firm.

5. "Class Notice" means a form substantially similar to the attached Exhibit "A," which shall be disseminated to all members of the Plaintiff Class, subject to Court approval. This Class Notice is incorporated by reference into this Settlement Agreement.

6. "Compensable Pay Period" means any pay period in which a member of the Plaintiff Class received wages for hours worked during the Settlement Period.

7. "Defendant" means Yoshi, Inc.

8. "Defendant's Counsel" means The Fortress Law Firm, Inc.

9. "Defendant Yoshi, Inc. Releasees" means Yoshi, Inc. and each of its past, present and/or future, direct and/or indirect, officers, directors, employees, agents, principals, representatives, fiduciaries, attorneys, accountants, auditors, consultants, partners, investors, shareholders, administrators, insurers and reinsurers, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and/or any party that was or could have been named as defendants in the Action.

10. "Effective Date" means 60 days following the date on which the Superior Court's Order granting final approval of this Settlement Agreement ("Final Approval Order") becomes final. Pursuant to Paragraph 29 below, Defendant will fund the Gross Settlement Fund on or before the Effective Date. The Superior Court's Order "becomes final" upon the last of the following to occur:

a. If there are no objections to this Settlement Agreement, or if any objection is filed and subsequently withdrawn, the date of Entry of the Final Approval Order. Class Counsel shall not be required to file and/or serve a Notice of Entry of Judgment or similar Notice for the Effective Date to occur;

b. If there are objections to this Settlement Agreement, and if an appeal, review, or writ is not sought from the Order, the 65th day after entry of the Final Approval Order; or

c. If an appeal, review, or writ is sought from the Final Approval Order, the date after the Final Approval Order is affirmed or the appeal, review, or writ is dismissed or denied, and the Final Approval Order is no longer subject to further review or modification.

11. "Gross Settlement Fund" refers to the amount of Two Hundred and Fifty Thousand Dollars ($250,000.00), which represents the maximum amount payable in this Settlement by Defendant , including applicable payroll taxes, and, without limitation, the cash payments to the members of the Plaintiff Class, the attorneys' fees and costs, the costs of settlement administration by the Settlement Administrator, the enhancement awards to the Representative Plaintiffs, and payment to the California Labor & Workforce Development Agency ("LWDA") for release of claims under the Private Attorneys General Act ("PAGA") pursuant to California Labor Code §§ 2699, et seq., all as further described below.

12. "Net Settlement Fund" shall be calculated by deducting approved Class Counsel's attorneys' fees and litigation costs, the enhancement awards to Representative Plaintiffs, the payment to the LWDA for release of claims under PAGA (California Labor Code §§ 2699, et seq.), and the fees and expenses of the Settlement Administrator from the Gross Settlement Fund.

13. "Parties" refers to Plaintiff Andre Brown, Plaintiff Michael Allen Rios, the Plaintiff Class, and Defendant, collectively.

14. "Plaintiff Class" comprises all current and former non-exempt employees who worked at any time for Defendant Yoshi, Inc. in California from April 9, 2017 through the date of preliminary approval, excluding any such individuals who opt out of this Settlement.

15. "Representative Plaintiffs" refers to Plaintiff Andre Brown and Plaintiff Michael Allen Rios.

16. "Settlement Administrator" refers to the third-party company responsible for administering the Settlement. The Settlement Administrator shall be Simpluris.

17. "Settlement Administration Expenses" are those expenses incurred by the Settlement Administrator in effectuating the Settlement, which are estimated to be no more than $5,000.

18. "Settlement Class" and/or "Settlement Class Members" refers collectively or individually to those members of the Plaintiff Class who do not timely submit a valid opt-out(s) consistent with the processes described herein.

19. "Settlement Period" is April 9, 2017 through the date of preliminary approval.

BACKGROUND

20. On April 9, 2021, Plaintiff Michael Allen Rios filed a Class Action Complaint alleging various wage and hour claims against Defendant. On May 24th, 2021, Plaintiff Andre Brown filed a Class Action Complaint alleging similar claims on behalf of the class. Both cases were subsequently amended to add a cause of action under PAGA. Defendant has answered the operative complaints.

21. This Settlement Agreement affects claims of the Plaintiff Class arising during the Settlement Period. Representative Plaintiffs allege that Defendant violated wage and hour laws and seek, on their own behalf, as well as on behalf of the class alleged therein, unpaid wages and interest thereon, penalties, unreimbursed business expenses, liquidated damages, equitable relief, and reasonable attorneys' fees and costs, under, *inter alia*, Title 8 of the California Code of Regulations, California Business &

Professions Code §§ 17200, *et seq.*, various Industrial Welfare Commission Wage Order(s), California Code of Civil Procedure §1021.5, and various provisions of the California Labor Code.

22. Defendant denies all claims as to liability, damages, penalties, interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action, as that term is defined herein. Nothing contained in this Settlement Agreement, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing by Defendant.

23. The Parties intend to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising during the Settlement Period alleged by the Plaintiff Class in the Complaint for Damages and/or any amendments and/or modifications thereto, as well as known and unknown claims which could have been brought based on the specific factual allegations contained therein, including, but not limited to claims for unpaid wages, unpaid overtime, record-keeping violations, paycheck violations, meal period and rest period violations, "waiting time" penalties and PAGA claims which arose between April 9, 2017 through the date of preliminary approval.

24. The Parties intend that this Settlement Agreement shall include a full and complete settlement and release, as described herein, and which includes in its effect all of the Defendant Yoshi, Inc. Releasees.

25. Class Counsel represent that they have conducted a sufficiently thorough investigation into the claims of the Plaintiff Class against Defendant. Based on their own independent investigation and evaluation and all known facts and circumstances, including the risk of significant defenses asserted by Defendant, Class Counsel are of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interest of the Plaintiff Class.

26. The Parties agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval of this Settlement and to effectuate all aspects of this Settlement Agreement.

SETTLEMENT CERTIFICATION OF THE PLAINTIFF CLASS

27. For settlement purposes only, the Parties agree that the Plaintiff Class (as defined herein) shall be certified. This Settlement Agreement is contingent upon the approval and certification by the Court of the Plaintiff Class for settlement purposes only. Defendant does not waive, and instead expressly reserves, its rights to challenge the propriety of class certification for any purpose should the Court not approve the Settlement Agreement. Defendant denies all claims as to liability, damages, penalties, interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendant has agreed to resolve the Actions via this Settlement but, to the extent this Settlement is deemed void or the Effective Date does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Actions upon all procedural, merit, and factual grounds, including, without limitation, the ability to challenge Representative Plaintiffs' statutory wage and hour and PAGA claims on any grounds, as well as asserting any and all other privileges and potential defenses. The Representative Plaintiffs agree that Defendant retains and reserves these rights, and the Representative Plaintiffs agree not to argue or present any argument, and hereby waive any argument that, based on this Settlement, Defendant cannot contest Representative Plaintiffs' statutory wage and hour claims and/or PAGA claims on any grounds whatsoever, or assert any and all other privileges or potential defenses if this Action were to proceed. In connection with the proposed certification of the Plaintiff Class, the Parties shall cooperate and present to the Court for its consideration competent evidence, as may be requested by the Court, under the applicable due process requirements and standards for class certification.

SETTLEMENT APPROVAL PROCEDURE

28. This Settlement Agreement will become final and effective upon occurrence of all of these (subsections (a) through (e), inclusive) events:

a. Execution of this Settlement Agreement by the Parties and their respective counsel of record;

b. Entry of an Order by the Court (i) granting preliminary approval of the Settlement Agreement, including conditional certification of the Plaintiff Class for settlement purposes only, (ii) approving the proposed Class Notice (the Parties' proposed form is attached hereto as Exhibit "A," respectively), and (iii) scheduling a hearing date for final approval of the Settlement Agreement;

c. Filing by Class Counsel, at least five (5) calendar days prior to the final approval hearing, the Settlement Administrator's written verification that the Class Notice has been disseminated in accordance with the Court's preliminary approval Order;

d. Entry of an Order by the Court granting final approval of the Settlement Agreement;

e. Defendant fully funding the Gross Settlement Fund and employer-side payroll taxes;

f. Occurrence of the Effective Date, as defined above.

SETTLEMENT PAYMENT AND CALCULATION OF CLAIMS

29. In consideration of the mutual covenants and promises set forth herein, the Parties agree, subject to the Court's approval, as follows:

30. Settlement Amount. Defendant agrees to pay a Maximum Settlement Amount of Two Hundred and Fifty Thousand Dollars ($250,000.00). This amount includes: (i) payments made to Settlement Class Members as described in this Settlement Agreement, (ii) applicable payroll taxes (iii) enhancement awards (i.e., service payments) to Representative Plaintiff Rios of up to $7,500 to Plaintiff Brown and $15,000 to Plaintiff Rios, (iv) $3,7500 to the LWDA for its share of the settlement of claims; (v) fees and expenses of the Settlement Administrator; (vi) Class Counsel's approved attorneys' fees, and (vii) Class Counsel's approved litigation costs. Defendant will pay Two Hundred and Fifty Thousand Dollars ($250,000.00) to fund the Gross Settlement Fund on or before the Effective Date.

31. The LWDA, the Representative Plaintiffs (for their enhancement award payments), Class Counsel (for their awarded attorneys' fees and expenses), the Settlement Administrator (for its fees and expenses) and Settlement Class Members will be mailed their portions of the Gross Settlement by the

Settlement Administrator within five (5) business days after the Effective Date. Class Counsel's fees and expenses will be disbursed at the same time as the disbursements to the Settlement Class Members.

32. Payments to the California Labor & Workforce Development Agency. The Parties shall apply to the Court for approval of a payment under PAGA. The Parties have agreed to allocate Five Thousand Dollars ($5,000) (the "PAGA Payment") from the Gross Settlement Fund towards a release of the PAGA claims, as described more fully herein. The Parties agree that this amount is reasonable in light of the facts and circumstances presented in the Action. If approved, the LWDA shall be paid seventy-five percent (75%) of the total amount allocated towards PAGA claims. If approved, twenty-five percent (25%) of the total amount allocated towards PAGA claims shall be included in the calculation of the Net Settlement Fund and thereafter be distributed to the Settlement Class in accordance with the terms of this agreement. In the event the LWDA or Court rejects this allocation, the parties will meet and confer with the Court and the LWDA to reach a penalty allocation that is acceptable to all parties and that does not materially alter the terms of the Settlement Agreement. Notably, the LWDA has been notified of the pendency of the Action and has elected not to pursue penalties or any other remedy for the alleged violations described in the Action.

33. Enhancement Awards. Subject to Court approval, in addition to any payment Representative Plaintiffs receive in their capacity as Class Member, the Representative Plaintiffs will also individually receive an enhancement award from the Gross Settlement Fund for their services. The Parties agree that Plaintiffs will request enhancement awards in an amount up to Seven Thousand, Five Hundred Dollars ($7,500) to Plaintiff Brown and up to Fifteen Thousand Dollars ($15,000) to Plaintiff Rios. If the Court does not approve the full amount sought for the enhancement awards, the difference between this amount and the actual amount approved shall be returned to the Net Settlement Fund to be distributed to the Settlement Class Members according to the formula set forth below. The Representative Plaintiffs' enhancement awards will be distributed by the Settlement Administrator, will not be treated by the Parties

as subject to taxation, and will include the issuance of an IRS Form 1099 in connection with this payment. No other Form 1099s will issue to the Representative Plaintiffs.

34. Attorneys' Fees and Costs. In conjunction with final approval of this Settlement Agreement, Class Counsel will apply to the Court for an award of attorneys' fees in an amount totaling up to 35% of the Gross Settlement Fund (i.e., $87,500.00), plus actual costs. As of signing this agreement, Class Counsel's costs are estimated to be $25,000. Upon seeking final approval of the Settlement, Class Counsel will submit declaratory evidence showing the exact costs incurred by Class Counsel. Defendant will not oppose such application. If the Court does not approve an award of 35% of the Gross Settlement Fund, the difference between this amount and the actual amount approved shall be returned to the Net Settlement Fund to be distributed to the Settlement Class Members, according to the formula set forth below. These fees and costs are included in, and come from, the Gross Settlement Fund and will be paid directly to Class Counsel by the Settlement Administrator. Only Class Counsel will be issued an IRS Form 1099 for their award of attorneys' fees. No portion of these fees shall be part of any Form 1099 issued to the Representative Plaintiff. The distribution of the attorneys' fees will be in accordance with the Joint Prosecution Agreement of Class Counsel, which is incorporated herein by reference.

35. Cost of Settlement Administration. The fees and expenses of the Settlement Administrator, which are estimated to be no more than $5,000, shall be paid from the Gross Settlement Fund within five (5) business days after Defendant fully funds the Gross Settlement Fund. If Defendant opts to terminate the Settlement Agreement pursuant to the terms of this agreement, then Defendant shall bear the cost of such fees and expenses. If the Settlement Agreement is not given final approval by the Court for any other reason, the Parties shall bear the cost of such fees and expenses equally.

36. Settlement Awards to Settlement Class Members. Each Settlement Class Member shall be entitled to receive a pro rata portion of the Net Settlement Fund (his/her "Individual Settlement Share"), calculated based upon the number of Compensable Pay Periods worked thereby during the Settlement

Period and by whether the Settlement Class Member signed a prior settlement agreement covering the claims at issue in this Settlement Agreement. The Settlement Administrator will calculate (1) the number of Compensable Pay Periods worked by Settlement Class Members who signed a prior settlement agreement covering the claims at issue in this Settlement Agreement, (2) the number of Compensable Pay Periods worked by Settlement Class Members who did not sign a prior settlement agreement covering the claims at issue in this Settlement Agreement, and (3) the total number of Compensable Pay Periods worked by all Settlement Class Members. The Settlement Administrator will then calculate the Individual Settlement Shares on a pro rata basis such that Compensable Pay Periods for Settlement Class Members who did not sign a prior settlement agreement covering the claims at issue in this Settlement Agreement will be valued three times higher (i.e., multiplied by three) than the Compensable Pay Periods worked by Settlement Class Members who signed a prior settlement agreement covering the claims at issue in this Settlement Agreement. The payment to the Settlement Class Members shall be funded by the remainder of the Gross Settlement after funding the payments to the LWDA, the Representative Plaintiffs (for their enhancement award payments), to Class Counsel (for their awarded attorneys' fees and expenses), and to the Settlement Administrator (for its fees and expenses).

ALLOCATION AND TAX TREATMENT

37. The Parties agree that 45% of the Individual Settlement Share that is distributed to each Settlement Class Member will be considered penalties, 40% will be considered interest, and 15% will be considered wages. The wages portion will be reported as such to each Settlement Class Member on an IRS Form W-2. Appropriate federal, state, and local withholding taxes will be taken out of the wage allocations, and each Settlement Class Member will receive an IRS Form W-2 with respect to this portion of the Individual Settlement Share. The penalties and interest portions will be reported as such to each Settlement Class Member via an IRS Form 1099.

38. Any tax obligation arising from the Settlement Payments, the Representative Plaintiffs' enhancement awards, and/or Class Counsel's fees and costs made under the terms of this Agreement will be the sole responsibility of each person receiving such payment(s). Each Settlement Class Member is responsible to pay his or her portion of the taxes due on any payment he or she receives under this Settlement Agreement.

39. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard.

40. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO

ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

41. The employer's taxes include all statutory FICA, FUTA and California payroll and withholding taxes arising from any payments to Settlement Class Members. The applicable payroll taxes paid by Defendant shall be paid separate and in addition to the Gross Settlement Amount. Such amounts and applicable payroll taxes will initially be calculated by the Settlement Administrator based on the amounts paid to the Settlement Class Members.

42. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Member may be entitled under any benefit plans.

43. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

APPOINTMENT OF SETTLEMENT ADMINISTRATOR

44. The Settlement Administrator will perform the duties of distributing notice, independently reviewing requests for exclusion and objections, and verifying and distributing any amounts due to Settlement Class Members as described in this Settlement Agreement. The Settlement Administrator will report, in summary or narrative form, the substance of its findings. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until all payments and obligations contemplated by the Settlement Agreement have been fully carried out.

45. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that certifies the number of Class Members who have submitted valid Requests for Exclusion, objections to the Settlement, and whether any Class Member has submitted a challenge to any information contained in his/her Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

46. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

NOTICE TO THE PLAINTIFF CLASS

47. Subject to Court approval of its form and content, the Class Notice shall be sent to the Plaintiff Class, by first class mail, within five (5) business days of the entry of an Order granting preliminary approval of this Settlement Agreement. The Class Notice will, subject to Court approval, advise all Class Members of the nature of the case, the terms of the Settlement, the binding nature of the release, the final approval hearing date, and Class Members' right to opt out or object. The Settlement Administrator will, at the time of mailing of Class Notice, cause to be published the Class Notice, the operative Complaints, this Settlement Agreement and the Court's Order preliminarily approving the

Settlement on a website designed for this Settlement, with the URL for such website appearing in the mailed Class Notice.

48. Within two (2) business days of the entry of an Order granting preliminary approval of the Settlement and Class Notice, Defendant will provide the Settlement Administrator a "Plaintiff Class List," which shall include the first and last name, the last known addresses, the social security number, and the number of Compensable Pay Periods that each member of the Plaintiff Class worked for Defendant during the Settlement Period. Defendant agrees to provide the Plaintiff Class List in a format reasonably acceptable (including, but not necessarily limited to MS Excel format) to the Settlement Administrator and Class Counsel.

49. The Settlement Administrator will use the United States Postal Service National Change of Address ("NCOA") List to verify the accuracy of all addresses on the Plaintiff Class List before the initial mailing date to ensure that the Class Notice is sent to all Plaintiff Class Members at the addresses most likely to result in immediate receipt of the claim documents. It will be conclusively presumed that, if an envelope so mailed has not been returned within sixty (60) calendar days of the mailing, the Class Member received the Class Notice. With respect to any returned envelopes, the Settlement Administrator will perform a routine skip trace procedure to obtain a current address and, if an updated address is located, shall then re-mail the envelope to such address within three (3) court days of the receipt of the returned envelope. Plaintiff Class Members to whom Class Notices were re-sent after having been returned undeliverable to the Settlement Administrator shall have fifteen (15) calendar days thereafter to object or opt out of the settlement. Class Notices that are so re-mailed shall be accompanied by a short cover letter from the Settlement Administrator informing the recipient of this adjusted deadline. No third mailing shall occur without good cause, as determined by the Settlement Administrator.

50. Class Counsel shall provide the Court, at least five (5) calendar days prior to the final approval hearing, a declaration by the Settlement Administrator of due diligence and proof of mailing with regard to the mailing of the Class Notice.

51. The Settlement Administrator shall destroy all paper and electronic versions of the Plaintiff Class List in its possession no later than ninety (90) days after the date on which the Court discharges the Settlement Administrator of its obligations.

CLAIM, OPT-OUT AND OBJECTION PROCESSES

52. Members of the Plaintiff Class shall not be required to submit claims and/or a claim form and will, but for a valid objection thereto or the election to opt out of the settlement, receive payment for their claims as set forth further in this Agreement.

53. Members of the Plaintiff Class may opt out of the Settlement by following the directions in the Class Notice. Any such request must be postmarked not more than sixty (60) calendar days after the date the Class Notice is mailed to the Plaintiff Class (or not more than fifteen (15) calendar days after the date the Class Notice is re-mailed, in the circumstance described above). Requests to opt out that do not include all required information, or that are not submitted on a timely basis, will be deemed null, void, and ineffective. Persons who are eligible to and do submit valid and timely requests to opt out of the Settlement will not participate in the Settlement, nor will they be bound by the terms of the proposed Settlement, if it is approved, or the Final Judgment in this Action.

54. By signing this agreement, the Representative Plaintiffs waive their rights to opt out from the Settlement Class and any such request for an exclusion will be void and of no force and effect.

55. Objections to the Settlement must be submitted to the Settlement Administrator and postmarked not more than sixty (60) calendar days after the date the Class Notice is mailed to the Plaintiff Class (or not more than fifteen (15) calendar days after the date the Class Notice is re-mailed, in the

circumstance described above). The Settlement Administrator shall promptly forward any objections received to counsel for the Parties.

56. Upon completion of its calculation of payments, the Settlement Administrator will provide Class Counsel and Defendant's Counsel with a report listing the amount of all payments to be made to each Settlement Class Member and the amount of all payments to be made of all statutory FICA, FUTA and California payroll and withholding taxes in connection the payments to be made to each Settlement Class Member. After receiving the Settlement Administrator's report, Class Counsel and Defendant's Counsel shall jointly review the Settlement Administrator's report to determine if the calculation of payments to Settlement Class Members is consistent with this Settlement. Class Counsel and Defendant's counsel shall have five calendar days to review the Settlement Administrator's report and make any necessary corrections.

57. Defendant will not retaliate against members of the Plaintiff Class for any actions taken or not taken with respect to this Settlement or retaliate against the Representative Plaintiffs for filing and/or pursuing the litigation.

CLAIM AMOUNT DISPUTE PROCESS

58. The Class Notice will apprise each member of the Plaintiff Class of the approximate dates he or she held an eligible position during the Settlement Period, his or her total number of Compensable Pay Periods, and whether he or she signed a prior settlement agreement covering the claims at issue in this Settlement Agreement. These calculations shall be based on Defendant's records. Defendant's records are presumed to be accurate.

59. If a member of the Plaintiff Class does not wish to challenge the information set forth in the Class Notice, then the member need do nothing, and payment (so long as member of the Plaintiff Class does not opt-out of the settlement altogether) will be made based on Defendant's records.

60. If a member of the Plaintiff Class wishes to challenge the information set forth in the Class Notice, then the member must submit a written, signed challenge along with supporting documents, if any exist, to the Settlement Administrator at the address provided on the Class Notice within sixty (60) calendar days of the date the Class Notice was mailed to the member of the Plaintiff Class (or within fifteen (15) calendar days of the date the Class Notice was re-mailed, in the circumstance described above). Regardless of whether a class member submits an Objection, he or she is permitted to appear at the Final Approval Hearing.

61. No dispute will be considered timely if it is postmarked more than the number of days set forth in the preceding paragraph of this Agreement. Absent an agreement between Class Counsel and Defendant's Counsel regarding how to address the dispute, the Settlement Administrator shall have ability to resolve the challenge and make a determination on the challenge. However, if the dispute is not resolved to the liking of the Settlement Class Member, the Court will be permitted to make a final and binding determination on the challenge. Defendant agrees to provide the Settlement Administrator with additional documents necessary to assess the challenge, if such documents exist. All disputes shall be resolved, either by agreement of Class Counsel and Defendant's Counsel, or by decision of the Settlement Administrator as provided herein, prior to submitting the Settlement Administrator's declaration to the Court for final approval.

62. Settlement checks issued to the Representative Plaintiffs and Settlement Class Members shall remain valid for one hundred and eighty (180) calendar days from the date of issuance. This expiration or cancellation date shall be clearly printed on the front of the check ("Void Date"). If the Representative Plaintiffs or any Settlement Class Member does not cash his or her settlement payment check(s) before the Void Date, the funds will be distributed to Legal Aid at Work in San Francisco, CA. Settlement checks can be reissued to Settlement Class Members upon request within this 180-day period, but any reissued checks shall have the same Void Date as the original settlement check. Those Settlement

Class Members who fail to cash their settlement checks by the Void Date will be deemed to have waived irrevocably any right in or claim to any proceeds from the Settlement and to any payments by Defendant, but the terms of this Agreement shall remain binding upon them.

RELEASES

63. By Settlement Class Members. All members of the Plaintiff Class who do not timely request exclusionrelease the Defendant Yoshi, Inc. Releasees from any and all debts, liabilities, costs, demands, obligations, claims, causes of action, or complaints arising during the Settlement Period that were pled, or which could have been pled based on the same facts as pled in the Plaintiffs' operative Complaint. The release described in this paragraph is effective as of the date full payment of the Settlement Amount is made. This includes claims relating to the alleged failure of the Defendant to provide any of the Class Members with compensation as required by law relating to wages, claims for overtime hours worked, meal periods, rest periods, business expense reimbursements, itemized wage statement/pay stub violations, civil penalties, or waiting-time penalties as required by law or regulations, the failure to pay penalties, or that are based upon, or derive from the claims asserted in the Action, including alleged violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 227.3, 246, 256, 450, 510-512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1197.2, 1198, 1199, 2800, 2802, and 2698, et seq. as well as the relevant Industrial Welfare Commission Wage Order(s), California Business and Professions Code Sections 17200, et seq., as well as claims for interest, costs, attorneys' fees, compensatory damages, and all claims for restitution and other equitable relief, injunctive relief, liquidated damages, and any other remedies owed or available under the law related to the facts set forth in the Action.

64. By Aggrieved Employees: All Aggrieved Employees, regardless if they are a Settlement Class Member or not, are deemed to release the Defendant Yoshi, Inc. Releasees from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in Plaintiffs'

operative Complaint and the PAGA Notices, including, e.g., claims relating to the alleged failure of the Defendant to provide any of the Aggrieved Employees with compensation as required by law relating to wages, claims for overtime hours worked, meal periods, rest periods, business expense reimbursements, itemized wage statement/pay stub violations, civil penalties, or waiting-time penalties as required by law or regulations, the failure to pay penalties, or that are based upon, or derive from the claims asserted in the Action. The release described in this paragraph is effective only after full payment of the Settlement Amount and the occurrence of the "Effective Date" as defined herein.

65. By the Representative Plaintiffs. In consideration for the service payments being paid to the Representative Plaintiffs, upon the Court's approval of the Settlement, Representative Plaintiffs hereby fully and finally release and discharge the Defendant Yoshi, Inc. Releasees from all known and unknown claims that the Representative Plaintiffs may have against the Defendant Yoshi, Inc. Releasees, of every nature or description whatsoever, up to the date of the Court's final approval of the Settlement, in addition to the Settlement Members' Released Claims described above. This general release of claims includes any and all known or unknown contract, tort, statutory, common law, constitutional, discrimination, public policy, retaliation, wrongful discharge, and other claims of any type whatsoever, to the fullest extent such claims are releasable by law, arising out of the Representative Plaintiffs' employment with Defendant, and any other dealings with the Defendant Yoshi, Inc. Releasees. In addition, Plaintiff Rios agrees that on or before the Effective Date, he will take all steps necessary to withdraw the claim for unemployment insurance benefits he filed on or about April 4, 2021 with the California Employment Development Department.

The Representative Plaintiffs waive all rights and benefits afforded by § 1542 of the California Civil Code, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR

HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Accordingly, if the facts relating in any manner to this Stipulation are found hereafter to be other than or different from the facts now believed to be true, the General Release contained herein shall remain effective. The Representative Plaintiffs and Defendant acknowledge that the foregoing General Release was separately bargained for and is a material element of the Settlement.

DUTIES OF THE PARTIES PRIOR TO FINAL COURT APPROVAL

66. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval. Class Counsel shall promptly submit this Settlement Agreement to the Court in support of Representative Plaintiffs' Motion for Preliminary Approval for determination by the Court as to its fairness, adequacy, and reasonableness and apply for the entry of a preliminary Order substantially in the following form:

a. Scheduling a fairness hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable, and adequate as to the Plaintiff Class;

b. Approving the proposed Class Notice;

c. Preliminarily approving the Settlement; and

d. Preliminarily certifying the Plaintiff Class for purposes of settlement only.

Class Counsel shall submit a draft of the proposed Class Notice to Defendant's Counsel for his review and approval before submitting it to the Court.

The Parties agree that the Action shall be stayed upon the execution of this Agreement, except to effectuate the terms of this Agreement.

DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

67. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing. Following final approval by the Court of this Settlement Agreement, Class Counsel will submit a proposed final Order and judgment:

a. Approving the Settlement Agreement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Approving and awarding Class Counsel's fees and costs, the settlement administration costs, and the enhancement awards as set forth in the Settlement Agreement; and

c. Entering judgment in accordance with the terms and conditions of the Settlement Agreement and retaining jurisdiction over the Parties to enforce the terms of the judgment.

RIGHT TO WITHDRAW

68. Notwithstanding any other provision contained in this Settlement, if more than ten percent (10%) of all members of the Plaintiff Class submit timely and valid requests for exclusion from the Settlement during the Opt-Out Period outlined herein, Defendant shall have the option, in its sole discretion, to withdraw from this Settlement ("Right to Withdraw"), whereupon the Settlement shall be null and void for any and all purposes and may not be used or introduced in the Action or any other proceeding. In that instance, the parties will be restored to their respective positions in the litigation as if this Settlement was never negotiated, drafted, or agreed upon. However, if Defendant exercises its Right to Withdraw, Defendant will be responsible for all Settlement Administration Costs incurred up to the date when the Defendant exercises its Right to Withdraw. The Settlement Administrator shall notify Class Counsel and Counsel for Defendant of the number of timely opt-outs within five (5) business days after the expiration of the right of the Plaintiff Class Members to Opt-Out of the Settlement. If Defendant elects to exercise its Right to Withdraw under this provision, Defendant will so notify Class Counsel and the Court no later than three (3) business days after receiving notice of the number of opt-outs.

69. If the Court does not approve any material condition of this Settlement Agreement or effects a fundamental change of the Parties' Settlement, with the exception of any changes to the Class Notice, the award of Class Counsel's fees/costs, and/or the award of enhancement awards, then the entire Settlement Agreement will be voidable and unenforceable at the option of either Party hereto. In such case, the Settlement shall not be used or be admissible in any subsequent proceeding, either in the Action, or in any other Court or forum. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. Any funds paid into the Settlement Fund shall be returned to the Defendant, less any deductions for reasonable costs incurred by the Settlement Administrator.

70. Either Party may void this Settlement Agreement as provided in the preceding paragraph in this Agreement, by giving notice in writing to all other Parties and the Court at any time prior to final approval of the Settlement Agreement by the Court.

PARTIES' AUTHORITY

71. Counsel for all Parties warrant and represent they are expressly authorized by the Parties they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

72. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that

this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

MUTUAL FULL COOPERATION

73. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendant's Counsel, take all necessary steps to secure the Court's final approval of this Settlement Agreement.

74. Defendant understands that, in the course of applying for settlement approval, Representative Plaintiffs may be required to submit sufficient evidence to support the fairness of the proposed settlement terms. Defendant affirmatively agrees to assist and support Representative Plaintiffs in providing such evidence and, if requested by Representative Plaintiffs, will provide declaration(s) or other admissible evidence reflecting class size, compensation information, and Compensable Pay Periods worked during the Settlement Period.

75. The Parties agree that neither they nor their counsel will solicit or otherwise encourage, directly or indirectly, Class Members to request exclusion from the Settlement Class, object to the settlement, or appeal the final judgment.

76. No Public Comment. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the press about the fact, amount or terms of the Settlement prior to the Court's entry of an Order preliminarily approving this agreement and accompanying papers/notices.

77. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

NO ADMISSION OF LIABILITY

78. Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant risk, inconvenience, and expense. Nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. This Settlement Agreement is a settlement document and shall, pursuant to California Evidence Code Section 1152, et seq., be inadmissible as evidence in any proceeding. The preceding sentence shall not apply to an action or proceeding to approve, interpret, or enforce this Settlement Agreement.

ENFORCEMENT OF THE SETTLEMENT AGREEMENT

79. In the event that one or more of the Parties to this Settlement Agreement institutes any legal action, arbitration, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the prevailing Party or Parties shall be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions. The Parties agree that no new action need be commenced for the purpose of enforcing the provisions of this Settlement Agreement and that either party may seek the recovery of fees and/or costs upon noticed motion therefor. The Parties agree that time is of the essence with regard to the performance of all terms in this Settlement Agreement and that all dates and deadlines set forth herein are deemed material terms and exchanged and considerations for all other terms.

NOTICES

80. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Settlement Agreement shall be (a) in writing, (b) deemed given on the third business day after mailing, and (c) sent via United States registered or certified mail, return receipt requested, addressed as follows:

To Representative Plaintiffs:

> Laura Grace Van Note, Esq.
> COLE & VAN NOTE
> 555 12th St., Suite 2100
> Oakland, California 94607
> Email: lvn@colevannote.com
> Telephone: (510) 891-9800

> Justin F. Marquez, Esq.
> Benjamin H. Haber, Esq.
> Arrash T. Fattahi, Esq.
> Wilshire Law Firm
> 3055 Wilshire Blvd., 12th Street
> Los Angeles, CA 90010
> Email: afattahi@wilshirelawfirm.com
> Telephone: (213) 981-9988

To Defendant:

> David Nemecek, Jr., Esq.
> The Fortress Law Firm, Inc.
> 50 California Street, Suite 1500
> San Francisco, CA 94111
> Email: david@fortress-law.com
> Telephone: (415) 277-5400

CONSTRUCTION AND INTERPRETATION

81. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties and that this Settlement Agreement

shall not be construed in favor of or against any of the Parties by reason of their participation in the drafting of this Settlement Agreement.

82. Paragraph titles are inserted as a matter of convenience and for reference, and in no way define, limit, extend and/or describe the scope of this Settlement Agreement or any of its provisions. Each term of this Settlement Agreement is contractual and not merely a recital.

83. This Agreement shall be subject to and governed by the laws of the State of California. The parties acknowledge that they are subject to the continuing jurisdiction of the Court to enforce the terms of the Settlement contained herein.

MODIFICATION

84. This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by counsel for the Parties, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by counsel for the Parties.

INTEGRATION CLAUSE

85. This Settlement Agreement contains the entire agreement between the Parties relating to any and all matters addressed in the Settlement Agreement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, with respect to such matters are extinguished. No rights hereunder may be waived or modified except in a writing signed by all Parties.

BINDING ON ASSIGNS

86. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

CLASS COUNSEL SIGNATORIES

87. It is agreed that it is impossible or impractical to have each member of the Plaintiff Class execute this Settlement Agreement. The Notice will advise all Class Members of the binding nature of the release and such shall have the same force and effect as if each member of the Plaintiff Class executed this Settlement Agreement.

COUNTERPARTS

88. This Settlement Agreement may be executed in counterparts, 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 Agreement, which shall be binding upon and effective as to all Parties. Copies of the executed agreement shall be effective for all purposes as though the signatures contained therein were original signatures.

IT IS SO AGREED:

REPRESENTATIVE PLAINTIFFS:

DATED: 09/20/2023, 2023 By: *Andre Chris Brown*

Andre Brown
Representative Plaintiff

DATED: ______________, 2023 By: ______________________

Michael Allen Rios
Representative Plaintiff

DEFENDANT:

DATED: September 11, 2023

YOSHI, INC.

By: [Authorized Signatory]

APPROVED AS TO FORM:

CLASS COUNSEL:

DATED: September 20, 2023

COLE & VAN NOTE

By: Laura Van Note
ID AnZFHFBxXEMadga7LS2C6pZv

Laura Grace Van Note, Esq.
Attorneys for the Representative Plaintiff Brown and the Plaintiff Class

DATED: __________, 2023

WILSHIRE LAW FIRM

By: __________

Justin F. Marquez, Esq.
Benjamin H. Haber, Esq.
Arrash T. Fattahi, Esq.
Attorneys for Representative Plaintiff Rios and the Plaintiff Class

DEFENDANT'S COUNSEL:

DATED: 9/11, 2023

THE FORTRESS LAW FIRM, INC.

By:

David Nemecek, Jr., Esq.
Attorneys for Defendant

CLASS COUNSEL SIGNATORIES

87. It is agreed that it is impossible or impractical to have each member of the Plaintiff Class execute this Settlement Agreement. The Notice will advise all Class Members of the binding nature of the release and such shall have the same force and effect as if each member of the Plaintiff Class executed this Settlement Agreement.

COUNTERPARTS

88. This Settlement Agreement may be executed in counterparts, 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 Agreement, which shall be binding upon and effective as to all Parties. Copies of the executed agreement shall be effective for all purposes as though the signatures contained therein were original signatures.

IT IS SO AGREED:

REPRESENTATIVE PLAINTIFFS:

DATED: ______________, 2023 By: ________________________
Andre Brown
Representative Plaintiff

DocuSigned by:

DATED: 9/20/2023, 2023 By: ________________________
29688C1D04324B4...
Michael Allen Rios
Representative Plaintiff

DEFENDANT:

DATED: September 11, 2023

YOSHI, INC.

By: ______________________
[Authorized Signatory]

APPROVED AS TO FORM:

CLASS COUNSEL:

DATED: ______________, 2023

COLE & VAN NOTE

By: ______________________
Laura Grace Van Note, Esq.
Attorneys for the Representative Plaintiff Brown and the Plaintiff Class

DATED: September 20, 2023

WILSHIRE LAW FIRM

By: ______________________
Justin F. Marquez, Esq.
Benjamin H. Haber, Esq.
Arrash T. Fattahi, Esq.
Attorneys for Representative Plaintiff Rios and the Plaintiff Class

DEFENDANT'S COUNSEL:

DATED: 9/11, 2023

THE FORTRESS LAW FIRM, INC.

By: ______________________
David Nemecek, Jr., Esq.
Attorneys for Defendant

Exhibit 2

Rios v. Yoshi Inc.

In the Superior Court of the State of California in and for the County of Los Angeles - Spring Street Courthouse

Case No.21STCV19677/ 21STCV13691

Plaintiff Counsel

Laura Van Note / Cole & Van Note
Arrash Fattahi / Wilshire Law Firm, PLC
Benjamin Haber / Wilshire Law Firm, PLC
Justin F. Marquez / Wilshire Law Firm, PLC

Defense Counsel

David Nemecek / The Fortness Law Firm

Case Milestone

Notification Mailing	April 9, 2024
Response Deadline	June 10, 2024
Dispute Deadline	June 10, 2024
Objection Deadline	June 10, 2024
Opt Out Deadline	June 10, 2024
Final Approval Hearing	July 11, 2024
Funds Due	September 9, 2024
Approximate Disbursement Date	September 16, 2024

Response Summary

Total Class Members: 72

'Total Responses Submitted' is based on responses processed as of date reflected on the report.

	Total	Rate	Deficient	Dispute	Late
Opt Out Form	**0**	**0%**			
Valid	0	0%			
Invalid	0	0%			
Pending	0	0%	0	0	0

Mailing Summary

Mailing Title	Mailed	Returned	Remailed	Undeliverable
Notice Packet	72	4	0	4

Exhibit 3

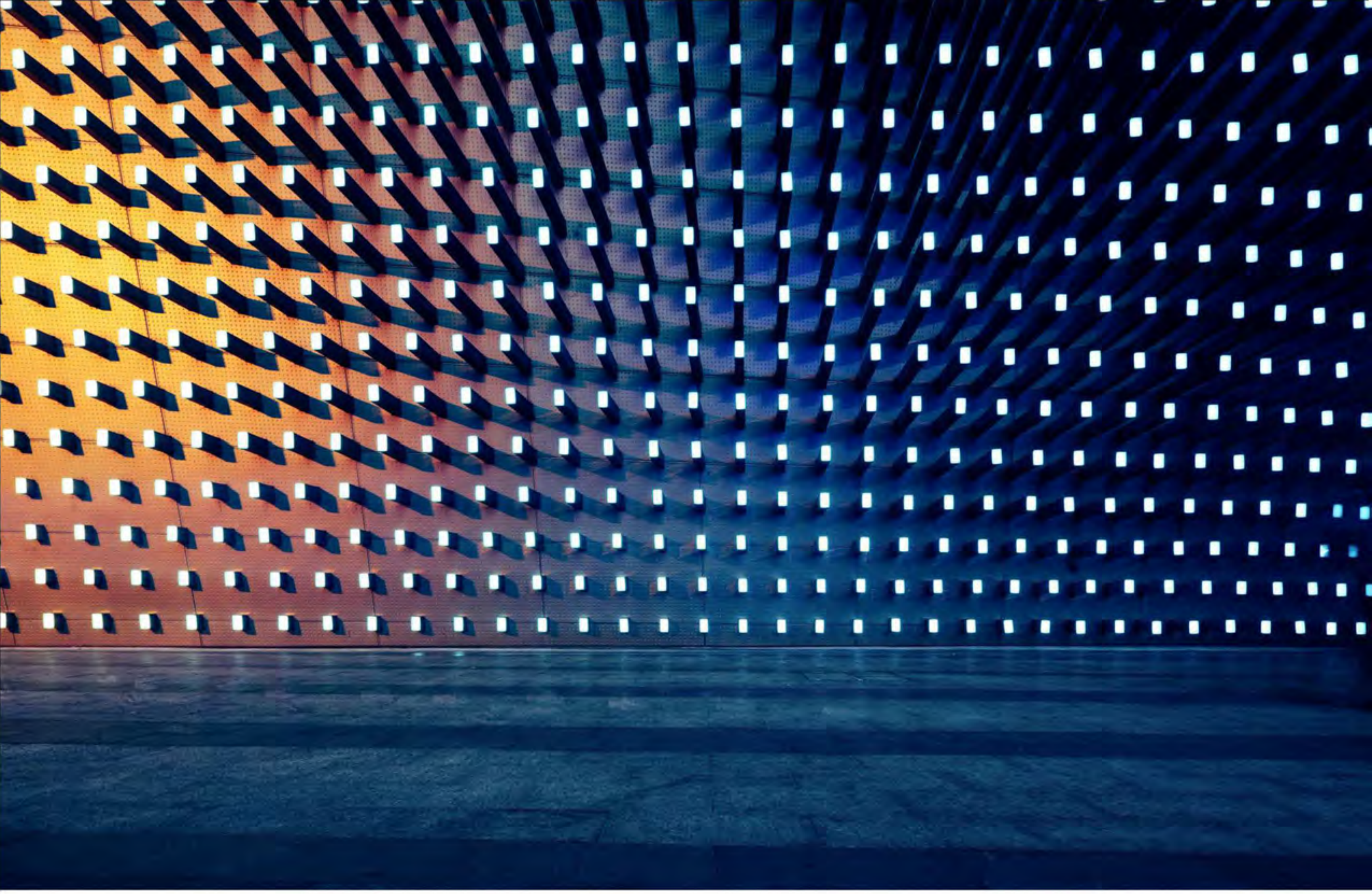
Wilshire Law Firm, PLC
Transaction Detail by Account
All Transactions

5/31/2024
Accrual Basis

Type	Date	Num	Memo	Amount	Balance
COS					
Mediation Fees					
	2/17/2022	6049040	Mediation Fee	4,616.67	4,616.67
Total MEDIATION FEES				4,616.67	4,616.67
Legal Expenses					
	4/13/2021		PAGA Fee	75.00	75.00
	6/9/2021		Document Retrieval	9.00	9.00
	6/17/2021		Document Retrieval	2.00	2.00
	6/20/2021		Document Retrieval	15.00	15.00
	7/27/2021	5106581	Court Reporting Service - Veritext	644.00	644.00
	9/4/2021		Document Retrieval	15.00	15.00
	9/8/2021	844958460	Legal Research	14.86	14.86
	9/8/2021	844958460	Legal Research	10.46	10.46
	10/6/2021	234150	Case Anywhere	135.60	135.60
	10/11/2021		Legal Research	17.67	17.67
	11/22/2021		Document Retrieval	2.00	2.00
	1/6/2022	242385	Case Anywhere	132.00	132.00
	4/6/2022	846130079	Legal Research	18.02	18.02
	4/11/2022	250723	Case Anywhere	126.00	126.00
	5/6/2022	846308554	Legal Research	54.98	54.98
	5/6/2022	846308554	Legal Research	3.39	3.39
	6/24/2022	7072D9F3-0004	Legal Research	123.58	123.58
	6/29/2022	12232563	Legal Research	69.35	69.35
	7/11/2022	259076	Case Anywhere	132.00	132.00
	8/29/2022		Legal Research	83.34	83.34
	9/29/2022		Legal Research	83.34	83.34
	10/10/2022	267702	Case Anywhere	150.00	150.00
	10/29/2022		Legal Research	83.34	83.34
	1/10/2023	276245	Case Anywhere	162.00	162.00
	4/17/2023	285033	Case Anywhere	120.00	120.00
	7/5/2023	294093	Case Anywhere	132.00	132.00
	9/13/2023	7072D9F3-0005-B	Legal Research	68.49	68.49
	9/13/2023	7072D9F3-0005-C	Legal Research	68.49	68.49
	9/13/2023	7072D9F3-0005-D	Legal Research	68.49	68.49
	10/9/2023	303598	Case Anywhere	132.00	132.00
	10/26/2023		Document Retrieval	2.00	2.00
	11/15/2023	7072D9F3-0006-A	Legal Research	68.49	68.49
	11/15/2023	7072D9F3-0006-B	Legal Research	82.19	82.19
	11/15/2023	7072D9F3-0006-C	Legal Research	95.89	95.89
	11/15/2023	7072D9F3-0006-D	Legal Research	95.89	95.89
	1/9/2024	313547	Case Anywhere	126.00	126.00
	4/4/2024	323699	Case Anywhere	126.00	126.00
Total LEGAL EXPENSES				3,347.86	3,347.86
Process Service Fees					
	4/13/2021	35921	Attorney Services	1,708.50	1,708.50
	4/22/2021	36024	Attorney Services	131.00	131.00
	5/5/2021	36561	Attorney Services	125.00	125.00
	6/1/2021	36500	Attorney Services	85.00	85.00
	6/1/2021	36201	Attorney Services	364.80	364.80
	6/9/2021	37524	Attorney Services	340.00	340.00
	6/28/2021	37823	Attorney Services	204.95	204.95
	7/8/2021	38245	Attorney Services	125.00	125.00
	8/20/2021	39557	Attorney Services	125.00	125.00
	9/15/2021	40234	Attorney Services	164.95	164.95
	9/28/2021	40625	Attorney Services	85.00	85.00
	11/23/2021		Attorney Services	37.27	37.27
	12/3/2021	42682	Attorney Services	85.00	85.00
	3/22/2022		Attorney Services	38.81	38.81
	5/20/2022		Attorney Services	18.22	18.22
	6/22/2022		Attorney Services	18.22	18.22
	8/1/2022		Attorney Services	37.78	37.78
	8/1/2022		Attorney Services	119.94	119.94
	8/12/2022		Attorney Services	18.22	18.22
	8/29/2022		Attorney Services	38.81	38.81

	9/7/2022		Attorney Services	18.22	18.22
	9/27/2022		Attorney Services	38.81	38.81
	10/4/2022		Attorney Services	18.22	18.22
	10/27/2022		Attorney Services	38.81	38.81
	11/5/2022		Attorney Services	38.81	38.81
	11/10/2022		Attorney Services	18.22	18.22
	11/15/2022		Attorney Services	18.22	18.22
	11/21/2022	52841	Attorney Services	109.95	109.95
	11/23/2022		Attorney Services	18.22	18.22
	6/27/2023	20682316	Attorney Services	39.28	39.28
	6/30/2023	20708281	Attorney Services	18.69	18.69
	7/12/2023	20776455	Attorney Services	18.69	18.69
	12/22/2023	21889269	Attorney Services	39.28	39.28
	4/2/2024	22568670	Attorney Services	40.30	40.30
	4/2/2024	22568782	Attorney Services	40.30	40.30
	4/2/2024	22568670(2)	Attorney Services	2.00	2.00
	4/5/2024	22616236	Attorney Services	19.71	19.71
	4/5/2024	22616236(2)	Attorney Services	1.00	1.00
	5/6/2024	22829037	Attorney Services	41.33	41.33
Total PROCESS SERVICE FEES				4,449.53	4,449.53
Other Costs					
	9/15/2020		Case Administration Fee for In-House Services	500.00	500.00
	4/12/2021	E-468992	Printing Cost	4.00	4.00
	5/4/2021	E-497989	Printing Cost	9.50	9.50
	4/4/2022		Lunch during Mediation	86.24	86.24
	1/10/2023	E-3116669	Printing Cost	1.89	1.89
	7/10/2023	E-3151024	Printing Cost	1.89	1.89
	9/20/2023	E-3165514	Printing Cost	1.89	1.89
Total OTHER COSTS				605.41	605.41
TOTAL				**13,019.47**	**13,019.47**

Exhibit 4



ELM Solutions

2022 Real Rate Report®

The industry's leading analysis of law firm rates, trends, and practices

Wolters Kluwer

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2022 Real Rate Report

- Examines law firm rates over time
- Identifies rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal)
- Itemizes variables that drive rates up or down

All the analyses included in the report derive from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information, along with the ranges of those rates and their changes over time, highlights the role these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals.

Clients might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether to modify their pricing approach.

Some key factors[1] that drive rates[2]:

Attorney location - Lawyers in urban and major metropolitan areas tend to charge more when compared with lawyers in rural areas or small towns.

Litigation complexity - The cost of representation will be higher if the case is particularly complex or time-consuming; for example, if there are a large number of documents to review, many witnesses to depose, and numerous procedural steps, the case is likely to cost more (regardless of other factors like the lawyer's level of experience).

Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural issues.

Overhead - The costs associated with the firm's support network (paralegals, clerks, and assistants), document preparation, consultants, research, and other expenses.

Firm size – The rates can increase if the firm is large and has various timekeeper roles at the firm. For example, the cost to work with an associate or partner at a larger firm will be higher compared to a firm that has one to two associates and a paralegal.

1 **David Goguen, J.D., University of San Francisco School of Law (2020) Guide to Legal Services Billing Retrieved from:** https://www.lawyers.com/legal-info/research/guide-to-legal-services-billing-rates.html

2 **Source: 2018 RRR.** Factor order validated in multiple analyses since 2010

Section I: High-Level Data Cuts

All data and analysis based on data collected thru Q2 2022

Section I: High-Level Data Cuts

Cities
By Matter Type

2022 - Real Rates for Associate and Partner | **Trend Analysis - Mean**

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Jackson MS	Litigation	Associate	56	$55	$225	$250	$178	$203	$175
	Non-Litigation	Partner	24	$315	$420	$485	$418	$394	$375
		Associate	25	$55	$126	$255	$155	$125	$259
Kansas City MO	Litigation	Partner	74	$413	$450	$556	$472	$450	$450
		Associate	50	$252	$329	$385	$319	$316	$305
	Non-Litigation	Partner	101	$411	$487	$615	$519	$487	$464
		Associate	73	$250	$320	$385	$322	$312	$285
Las Vegas NV	Non-Litigation	Partner	20	$350	$425	$525	$440	$422	$432
		Associate	11	$238	$267	$368	$301	$297	$282
Little Rock AR	Non-Litigation	Partner	11	$215	$215	$308	$264	$256	$298
Los Angeles CA	Litigation	Partner	322	$516	$725	$1,045	$799	$739	$702
		Associate	408	$400	$615	$855	$642	$606	$564
	Non-Litigation	Partner	521	$596	$868	$1,201	$903	$902	$858
		Associate	667	$441	$603	$845	$653	$712	$648

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner | **Trend Analysis - Mean**

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Minneapolis MN	Non-Litigation	Associate	83	$340	$421	$528	$425	$408	$384
Nashville TN	Litigation	Partner	24	$275	$320	$456	$363	$378	$403
	Non-Litigation	Partner	78	$412	$484	$576	$505	$481	$470
		Associate	59	$270	$330	$384	$340	$315	$285
New Orleans LA	Litigation	Partner	47	$290	$332	$412	$343	$330	$340
		Associate	42	$231	$243	$340	$278	$290	$275
	Non-Litigation	Partner	32	$295	$347	$405	$419	$380	$391
		Associate	21	$244	$250	$278	$273	$303	$258
New York NY	Litigation	Partner	614	$475	$675	$1,088	$808	$784	$746
		Associate	631	$323	$460	$729	$545	$527	$509
	Non-Litigation	Partner	1,376	$765	$1,235	$1,638	$1,189	$1,139	$1,090
		Associate	1,809	$550	$776	$1,050	$796	$766	$716
Oklahoma City OK	Non-Litigation	Partner	14	$235	$338	$393	$337	$319	$311
Omaha NE	Litigation	Partner	12	$293	$339	$353	$329	$338	$341

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Rochester NY	Non-Litigation	Partner	12	$270	$360	$488	$386	$341	$446
		Associate	13	$220	$310	$375	$314	$278	$287
Sacramento CA	Non-Litigation	Partner	11	$381	$437	$682	$534	$559	$516
Salt Lake City UT	Litigation	Partner	14	$246	$353	$468	$363	$333	$379
	Non-Litigation	Partner	42	$297	$371	$447	$391	$363	$353
		Associate	22	$220	$240	$270	$248	$247	$228
San Diego CA	Litigation	Associate	23	$151	$225	$300	$255	$258	$264
	Non-Litigation	Partner	89	$332	$540	$1,066	$699	$667	$649
		Associate	71	$250	$325	$424	$373	$378	$351
San Francisco CA	Litigation	Partner	143	$423	$675	$995	$742	$711	$691
		Associate	98	$325	$430	$731	$525	$517	$470
	Non-Litigation	Partner	221	$475	$750	$950	$758	$746	$741
		Associate	151	$338	$486	$702	$545	$563	$507
San Jose CA	Litigation	Partner	33	$654	$921	$1,133	$916	$907	$864

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner | **Trend Analysis - Mean**

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
San Jose CA	Litigation	Associate	22	$461	$580	$745	$608	$593	$498
	Non-Litigation	Partner	50	$660	$864	$1,303	$969	$985	$887
		Associate	46	$380	$460	$775	$616	$639	$567
Seattle WA	Litigation	Partner	76	$497	$655	$760	$635	$567	$510
		Associate	61	$394	$468	$530	$447	$453	$395
	Non-Litigation	Partner	148	$410	$526	$760	$571	$547	$547
		Associate	113	$310	$395	$502	$422	$401	$377
St. Louis MO	Litigation	Partner	46	$260	$350	$435	$376	$373	$388
		Associate	17	$197	$225	$250	$228	$237	$232
	Non-Litigation	Partner	57	$352	$419	$540	$451	$446	$473
Tampa FL	Litigation	Partner	31	$369	$508	$595	$490	$467	$452
		Associate	15	$269	$298	$368	$316	$302	$306
Trenton NJ	Non-Litigation	Partner	21	$408	$600	$700	$569	$620	$581
		Associate	12	$480	$495	$500	$448	$376	$387

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Associate | **Trend Analysis - Mean**

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	3 to Fewer Than 7 Years	15	$270	$325	$360	$318	$295	$283
	7 or More Years	28	$292	$334	$391	$333	$312	$302
Los Angeles CA	Fewer Than 3 Years	63	$429	$595	$654	$556	$524	$488
	3 to Fewer Than 7 Years	144	$486	$688	$838	$662	$626	$530
	7 or More Years	171	$351	$550	$840	$600	$634	$586
Miami FL	3 to Fewer Than 7 Years	19	$300	$360	$457	$380	$331	$313
	7 or More Years	36	$295	$450	$595	$460	$433	$385
Minneapolis MN	Fewer Than 3 Years	11	$374	$405	$446	$408		$230
	3 to Fewer Than 7 Years	27	$340	$451	$510	$421	$358	$356
	7 or More Years	27	$423	$468	$585	$478	$438	$392
Nashville TN	7 or More Years	12	$219	$245	$345	$282	$266	$262
New Orleans LA	3 to Fewer Than 7 Years	12	$232	$243	$265	$261	$242	$245
	7 or More Years	18	$243	$312	$343	$306	$318	$294
New York NY	Fewer Than 3 Years	142	$443	$622	$775	$629	$600	$652

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Partner | **Trend Analysis - Mean**

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	Fewer Than 21 Years	46	$400	$450	$537	$473	$411	$397
	21 or More Years	68	$440	$553	$658	$539	$497	$491
Las Vegas NV	Fewer Than 21 Years	12	$284	$381	$495	$389	$349	$343
	21 or More Years	13	$350	$425	$515	$468	$456	$472
Los Angeles CA	Fewer Than 21 Years	183	$533	$801	$1,075	$804	$797	$682
	21 or More Years	333	$550	$765	$1,133	$863	$842	$808
Memphis TN	Fewer Than 21 Years	14	$288	$331	$380	$345	$317	$328
	21 or More Years	15	$355	$415	$425	$394	$382	$375
Miami FL	Fewer Than 21 Years	57	$370	$450	$598	$490	$498	$443
	21 or More Years	104	$388	$581	$749	$584	$580	$536
Milwaukee WI	21 or More Years	16	$302	$454	$613	$589	$515	$530
Minneapolis MN	Fewer Than 21 Years	36	$470	$530	$607	$532	$486	$499
	21 or More Years	84	$507	$675	$796	$656	$620	$589
Nashville TN	Fewer Than 21 Years	28	$375	$405	$535	$449	$405	$397

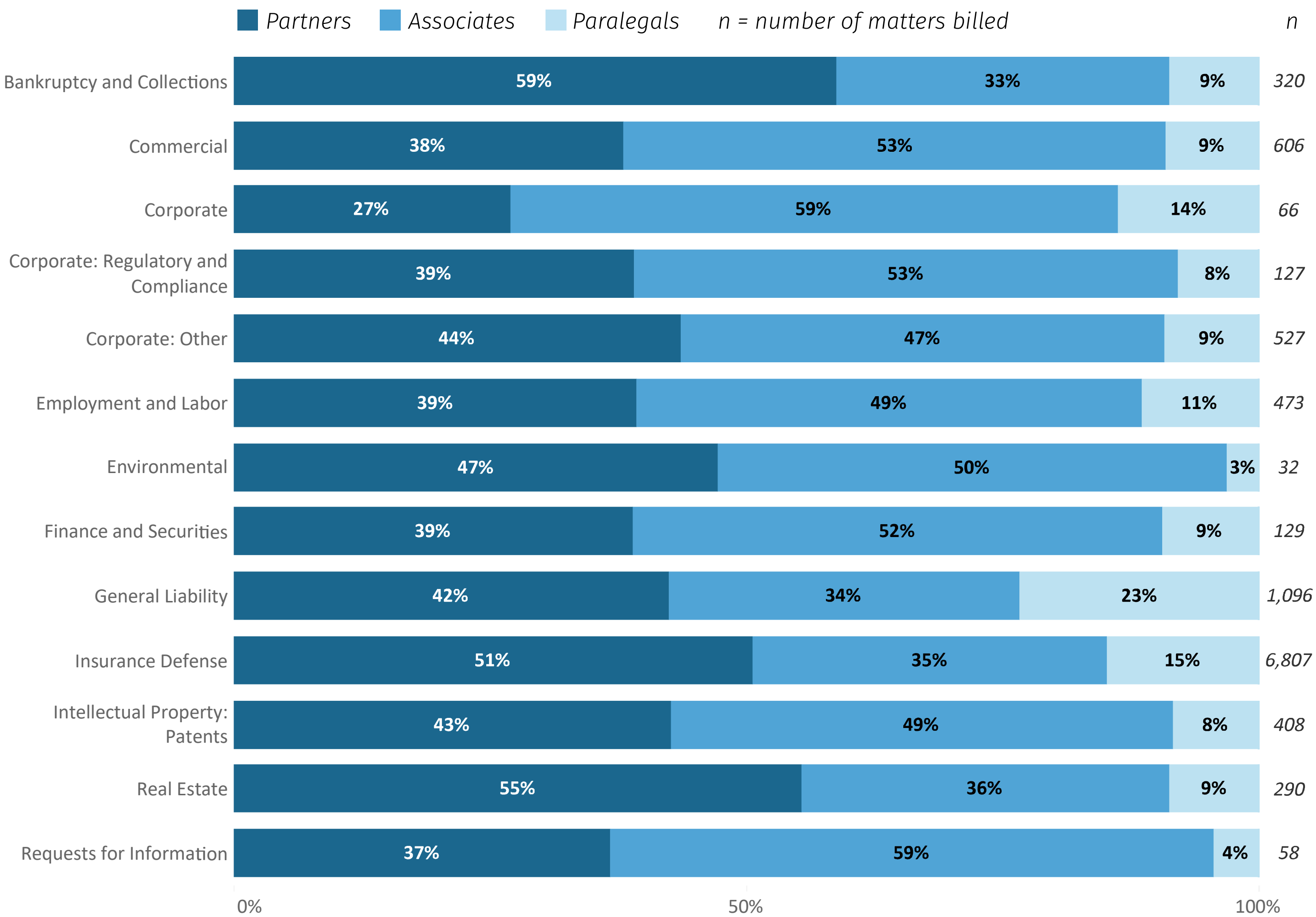
Section VI: Matter Staffing Analysis

All data and analysis based on data collected thru Q2 2022

Section VI: Matter Staffing Analysis

Long Litigation Matters, More Than 100 Total Hours Billed

2019 to 2022 -- Percentage of Hours Billed per Matter



Section VII: Data Methodology

All data and analysis based on data collected thru Q2 2022

Appendix: Data Methodology

Invoice Information

Data in Wolters Kluwer ELM Solutions' reference database and the 2022 Real Rate Report were taken from invoice line-item entries contained in invoices received and approved by participating companies.

Invoice data were received in the Legal Electronic Data Exchange Standard (LEDES) format (LEDES.org). The following information was extracted from those invoices and their line items:

- Law firm (which exists as a random number in the ELM Solutions reference database)
- Timekeeper ID (which exists as a random number in the ELM Solutions reference database)
- Matter ID (which exists as a random number in the ELM Solutions reference database)
- Timekeeper's position (role) within the law firm (partner, associate, paralegal, etc.)
- Uniform Task-Based Management System Code Set, Task Codes, and Activity Codes (UTBMS.com)
- Date of service
- Hours billed
- Hourly rate billed
- Fees billed

Non-Invoice Information

To capture practice area details, the matter ID within each invoice was associated with matter profiles containing areas of work in the systems of each company. The areas of work were then systematically categorized into legal practice areas. Normalization of practice areas was done based on company mappings to system-level practice areas available in the ELM Solutions system and by naming convention.

The majority of analyses included in this report have been mapped to one of 11 practice areas, further divided into sub-areas and litigation/non-litigation (for more information on practice areas and sub-areas, please refer to pages 232-234).

To capture location and jurisdiction details, law firms and timekeepers were systematically mapped to the existing profiles within ELM Solutions systems, as well as with publicly available data sources for further validation and normalization. Where city location information is provided, it includes any address within that city's defined Core-Based Statistical Area (CBSA) as defined by the Office of Management and Budget (OMB). The CBSAs are urban centers with populations of 10,000 or more and include all adjacent counties that are economically integrated with that urban center.

Where the analyses focus on partners, associates, and paralegals, the underlying data occasionally included some sub-roles, such as "senior partner" or "junior associate." In such instances, those timekeeper sub-roles were placed within the broader partner, associate, and paralegal segments.

Demographics regarding law firm size, location, and lawyer years of experience were augmented by incorporating publicly available information.

Appendix: Data Methodology

A Note on US Cities

Principal City	CBSA Name
Hartford, CT	Hartford-East Hartford-Middletown, CT
Honolulu, HI	Urban Honolulu HI
Houston, TX	Houston-The Woodlands-Sugar Land, TX
Indianapolis, IN	Indianapolis-Carmel-Anderson, IN
Jackson, MS	Jackson, MS
Jacksonville, FL	Jacksonville, FL
Kansas City, MO	Kansas City, MO-KS
Lafayette, LA	Lafayette, LA
Las Vegas, NV	Las Vegas-Henderson-Paradise, NV
Lexington, KY	Lexington-Fayette, KY
Little Rock, AR	Little Rock-North Little Rock-Conway, AR
Los Angeles, CA	Los Angeles-Long Beach-Anaheim, CA
Louisville, KY	Louisville/Jefferson County, KY-IN
Madison, WI	Madison, WI
Memphis, TN	Memphis-Forrest City, TN-MS-AR
Miami, FL	Miami-Fort Lauderdale-Pompano Beach, FL
Milwaukee, WI	Milwaukee-Waukesha, WI
Minneapolis, MN	Minneapolis-St. Paul-Bloomington, MN-WI
Nashville, TN	Nashville-Davidson-Murfreesboro-Franklin, TN
New Haven, CT	New Haven-Milford, CT
New Orleans, LA	New Orleans-Metairie, LA
New York, NY	New York-Newark-Jersey City, NY-NJ-PA
Oklahoma City, OK	Oklahoma City, OK
Omaha, NE	Omaha-Council Bluffs, NE-IA
Orlando, FL	Orlando-Kissimmee-Sanford, FL
Philadelphia, PA	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD
Phoenix, AZ	Phoenix-Mesa-Chandler, AZ
Pittsburgh, PA	Pittsburgh, PA
Portland, ME	Portland-South Portland, ME
Portland, OR	Portland-Vancouver-Hillsboro, OR-WA
Providence, RI	Providence-Warwick, RI-MA
Raleigh, NC	Raleigh-Cary, NC
Reno, NV	Reno-Carson City-Fernley, NV

Appendix: Data Methodology

Bankruptcy and Collections

Chapter 11
Collections
General/Other
Workouts and Restructuring

Commercial (Commercial Transactions and Agreements)

Contract Breach or Dispute
General, Drafting, and Review
General/Other

Corporate[1]

Antitrust and Competition
Corporate Development
General/Other
Governance
Information and Technology
Mergers, Acquisitions, and Divestitures
Partnerships and Joint Ventures
Regulatory and Compliance
Tax
Treasury
White Collar/Fraud/Abuse

Employment and Labor

ADA
Agreements
Compensation and Benefits
Discrimination, Retaliation, and Harassment/EEO
Employee Dishonesty/Misconduct
ERISA
General/Other
Immigration
Union Relations and Negotiations/NLRB
Wages, Tips, and Overtime
Wrongful Termination

Environmental

General/Other
Health and Safety
Superfund
Waste/Remediation

Finance and Securities

Commercial Loans and Financing
Debt/Equity Offerings
Fiduciary Services
General/Other
Investments and Other Financial Instruments
Loans and Financing
SEC Filings and Financial Reporting
Securities and Banking Regulations

General Liability

Asbestos/Mesothelioma
Auto and Transportation
Consumer Related Claims
Crime, Dishonesty and Fraud
General/Other
Personal Injury/Wrongful Death
Premises
Product and Product Liability
Property Damage
Toxic Tort

1 All references to "Corporate: General/Other" in the Real Rate Report are the aggregation of all Corporate sub-areas excluding the Mergers, Acquisitions, and Divestitures sub-area and the Regulatory and Compliance sub-area.

Exhibit 5

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Business & Practice

Big Law Rates Topping $2,000 Leave Value 'In Eye of Beholder'

By Roy Strom

Column
June 9, 2022, 2:30 AM

Welcome back to the Big Law Business column on the changing legal marketplace written by me, Roy Strom. Today, we look at a new threshold for lawyers' billing rates and why it's so difficult to put a price on high-powered attorneys. Sign up to receive this column in your inbox on Thursday mornings. Programming note: Big Law Business will be off next week.

Some of the nation's top law firms are charging more than $2,000 an hour, setting a new pinnacle after a two-year burst in demand.

Partners at Hogan Lovells and Latham & Watkins have crossed the threshold, according to court documents in bankruptcy cases filed within the past year.

Other firms came close to the mark, billing more than $1,900, according to the documents. They include Kirkland & Ellis, Simpson Thacher & Bartlett, Boies Schiller Flexner, and Sidley Austin.

Simpson Thacher & Bartlett litigator Bryce Friedman, who helps big-name clients out of jams, especially when they're accused of fraud, charges $1,965 every 60 minutes, according to a court document.

In need of a former acting US Solicitor General? Hogan Lovells partner Neal Katyal bills time at $2,465 an hour. Want to hire famous litigator David Boies? That'll cost $1,950 an hour (at least). Reuters was first to report their fees.

Eye-watering rates are nothing new for Big Law firms, which typically ask clients to pay higher prices at least once a year, regardless of broader market conditions.

"Value is in the eye of the beholder," said John O'Connor, a San Francisco-based expert on legal fees. "The perceived value of a good lawyer can reach into the multi-billions of dollars."

Kirkland & Ellis declined to comment on its billing rates. None of the other firms responded to requests to comment.

Charge It Up

Big Law firms are crossing the $2,000-an-hour threshold after two years of surging rates driven by an increase in demand for lawyers.

Firm	Highest Billing Rate
Hogan Lovells	$2,465
Latham & Watkins	$2,075
Kirkland & Ellis	$1,995
Simpson Thacher & Bartlett	$1,965
Boies Schiller Flexner	$1,950
Sidley Austin	$1,900

Source: Court documents

Bloomberg Law

Law firms have been more successful raising rates than most other businesses over the past 15 years.

Law firm rates rose by roughly 40 percent from 2007 to 2020, or just short of 3 percent per year, Thomson Reuters Peer Monitor data show. US inflation rose by about 28% during that time.

The 100 largest law firms in the past two years achieved their largest rate increases in more than a decade, Peer Monitor says. The rates surged more than 6% in 2020 and grew another 5.6% through November of last year. Neither level had been breached since 2008.

The price hikes occurred during a once-in-a-decade surge in demand for law services, which propelled profits at firms to new levels. Fourteen law firms reported average profits per equity partner in 2021 over $5 million, according to data from The American Lawyer. That was up from six the previous year.

The highest-performing firms, where lawyers charge the highest prices, have outperformed their smaller peers. Firms with leading practices in markets such as mergers and acquisitions, capital markets, and real estate were forced to turn away work at some points during the pandemic-fueled surge.

Firms receive relatively tepid pushback from their giant corporate clients, especially when advising on bet-the-company litigation or billion-dollar deals.

The portion of bills law firms collected—a sign of how willingly clients pay full-freight—rose during the previous two years after drifting lower following the Great Financial Crisis. Collection rates last year breached 90% for the first time since 2009, Peer Monitor data show.

Professional rules prohibit lawyers from charging "unconscionable" or "unreasonable" rates. But that doesn't preclude clients from paying any price they perceive as valuable, said Jacqueline Vinaccia, a San Diego-based lawyer who testifies on lawyer fee disputes.

Lawyers' fees are usually only contested when they will be paid by a third party.

That happened recently with Hogan Lovells' Katyal, whose nearly $2,500 an hour fee was contested in May by a US trustee overseeing a bankruptcy case involving a Johnson & Johnson unit facing claims its talc-based powders caused cancer.

The trustee, who protects the financial interests of bankruptcy estates, argued Katyal's fee was more than $1,000 an hour higher than rates charged by lawyers in the same case at Jones Day and Skadden Arps Slate Meagher & Flom.

A hearing on the trustee's objection is scheduled for next week. Hogan Lovells did not respond to a request for comment on the objection.

Vinaccia said the firm's options will be to reduce its fee, withdraw from the case, or argue the levy is reasonable, most likely based on Katyal's extensive experience arguing appeals.

Still, the hourly rate shows just how valuable the most prestigious lawyers' time can be—even compared to their highly compensated competitors.

"If the argument is that Jones Day and Skadden Arps are less expensive, then you're already talking about the cream of the crop, the top-of-the-barrel law firms," Vinaccia said. "I can't imagine a case in which I might argue those two firms are more reasonable than the rates I'm dealing with."

Worth Your Time

On Cravath: Cravath Swaine & Moore is heading to Washington, opening its first new office since 1973 by hiring former heads of the U.S. Securities and Exchange Commission and Federal Deposit Insurance Corporation. Meghan Tribe reports the move comes as Big Law firms are looking to add federal government expertise as clients face more regulatory scrutiny.

On Big Law Promotions: It's rare that associates get promotions to partner in June, but Camille Vasquez is now a Brown Rudnick partner after she shot to fame representing Johnny Depp in his defamation trial against ex-wife Amber Heard.

On Working From Home: I spoke this week with Quinn Emanuel's John Quinn about why he thinks law firm life is never going back to the office-first culture that was upset by the pandemic. Listen to the podcast here.

00:00:00

That's it for this week! Thanks for reading and please send me your thoughts, critiques, and tips.

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To contact the editors responsible for this story: Chris Opfer at copfer@bloomberglaw.com; John Hughes at jhughes@bloombergindustry.com

Documents

Trustee's Objection

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PROOF OF SERVICE

Rios v. Yoshi, Inc., et al.
21STCV13691

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Rebecca Padilla, am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to this action. My business address is 3055 Wilshire Blvd., 12th Fl., Los Angeles, California 90010. My electronic service address rpadilla@wilshirelawfirm.com.

On **May 31, 2024**, I served the foregoing **DECLARATION OF JUSTIN F. MARQUEZ IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT,** on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

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Attorneys for Defendant Yoshi, Inc.

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

(X) **BY ELECTRONIC SERVICE**: Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE.**

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

Executed this **May 31, 2024** at Los Angeles, California.

Rebecca Padilla