

Justin F. Marquez (SBN 262417)
justin@wilshirelawfirm.com

Benjamin H. Haber (SBN 315664)
benjamin@wilshirelawfirm.com

Maxim Gorbunov (SBN 343128)
mgorbunov@wilshirelawfirm.com

WILSHIRE LAW FIRM

3055 Wilshire Blvd., 12th Floor
 Los Angeles, California 90010
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

Attorneys for Plaintiffs

FILED
 Superior Court of California
 County of Los Angeles

08/23/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

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]

**[PROPOSED] JUDGMENT AND ORDER
 GRANTING PLAINTIFFS' MOTION
 FOR FINAL APPROVAL OF CLASS
 ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: August 12, 2024

Time: 10:00 a.m.

Dept: 6

1 On October 19, 2023, this Court issued an Order granting preliminary approval of class
2 action settlement. Plaintiffs Michael Allen Rios and Andre Brown (collectively, “Plaintiffs”)
3 now seeks an order granting final approval of the Yoshi, Inc. Wage and Hour Class Action
4 Settlement Agreement and Release of Claims (“Settlement”), attached to the Declaration of
5 Justin F. Marquez in Support of Plaintiffs’ Motion for Final Approval of Class Action
6 Settlement as **Exhibit 1** filed on May 31, 2024.

7 Due and adequate notice having been given to the Class, and the Court having reviewed
8 and considered the Settlement, Plaintiffs’ Notice of Motion and Motion for Final Approval of
9 Class Action Settlement, the supporting declarations and exhibits thereto, all papers filed and
10 proceedings held herein, and the absence of any written objections received regarding the
11 proposed settlement, and having reviewed the record in this action, and good cause appearing
12 therefor,

13 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

14 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
15 Settlement filed in this case.

16 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the
17 Settlement Class Members, and Defendant Yoshi, Inc (“Defendant”).

18 3. The Court finds on a preliminary basis that the Settlement Agreement appears to
19 be fair, adequate, and reasonable and therefore meets the requirements for final approval. The
20 Court grants final approval of the Settlement and the Settlement Class based upon the terms set
21 forth in the Settlement Agreement between Plaintiffs and Defendant, attached to the Declaration
22 of Justin F. Marquez in Support of Plaintiffs’ Motion for Final Approval of Class Action
23 Settlement as **Exhibit 1**.

24 4. The Court finds that the Settlement appears to have been made and entered into in
25 good faith and hereby approves the settlement subject to the limitations on the requested fees and
26 enhancements as set forth below.

27 5. All members of the Plaintiff Class who do not timely request exclusion release the
28 Defendant Yoshi, Inc. Releasees from any and all debts, liabilities, costs, demands, obligations,

1 claims, causes of action, or complaints arising during the Settlement Period that were pled, or
2 which could have been pled based on the same facts as pled in the Plaintiffs' operative Complaint.
3 The release described in this paragraph is effective as of the date full payment of the Settlement
4 Amount is made. This includes claims relating to the alleged failure of the Defendant to provide
5 any of the Class Members with compensation as required by law relating to wages, claims for
6 overtime hours worked, meal periods, rest periods, business expense reimbursements, itemized
7 wage statement/pay stub violations, civil penalties, or waiting-time penalties as required by law or
8 regulations, the failure to pay penalties, or that are based upon, or derive from the claims asserted
9 in the Action, including alleged violations of California Labor Code Sections 201, 201.3, 202, 203,
10 204, 210, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 227.3, 246, 256, 450, 510-512, 516, 558,
11 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1197.2, 1198, 1199, 2800, 2802, and 2698, et seq. as
12 well as the relevant Industrial Welfare Commission Wage Order(s), California Business and
13 Professions Code Sections 17200, et seq., as well as claims for interest, costs, attorneys' fees,
14 compensatory damages, and all claims for restitution and other equitable relief, injunctive relief,
15 liquidated damages, and any other remedies owed or available under the law related to the facts
16 set forth in the Action.

17 6. All Aggrieved Employees, regardless if they are a Settlement Class Member or not, are
18 deemed to release the Defendant Yoshi, Inc. Releasees from all claims for PAGA penalties that were
19 alleged, or reasonably could have been alleged, based on the facts stated in Plaintiffs' operative
20 Complaint and the PAGA Notices, including, e.g., claims relating to the alleged failure of the
21 Defendant to provide any of the Aggrieved Employees with compensation as required by law
22 relating to wages, claims for overtime hours worked, meal periods, rest periods, business expense
23 reimbursements, itemized wage statement/pay stub violations, civil penalties, or waiting-time
24 penalties as required by law or regulations, the failure to pay penalties, or that are based upon, or
25 derive from the claims asserted in the Action. The release described in this paragraph is effective
26 only after full payment of the Settlement Amount and the occurrence of the "Effective Date" as
27 defined herein.

28 ///

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

7 8. The Parties shall bear their own respective attorneys' fees and costs, except as
8 otherwise provided for in the Settlement and approved by the Court.

9 9. Solely for purposes of effectuating the settlement, the Court finally certified the
10 following Class: "all current and former non-exempt employees who worked at any time for
11 Defendant Yoshi, Inc. in California from April 9, 2017 through the date of preliminary approval,
12 excluding any such individuals who opt out of this Settlement."

13 10. The Class Period means the period from April 9, 2017 through October 19, 2023.

14 11. No Class Members have objected to the terms of the Settlement.

15 12. The Notice provided to the Class conforms with the requirements of California
16 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
17 by providing individual notice to all Class Members who could be identified through reasonable
18 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
19 therein to the Class Members. The Notice fully satisfies the requirements of due process.

20 13. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
21 methodology used to calculate and pay each Settlement Class Member's Individual Settlement
22 Shares are fair and reasonable and authorizes the Settlement Administrator to pay the Individual
23 Settlement Shares to the Settlement Class Members in accordance with the terms of the Settlement.

24 14. Defendant shall pay a total of \$250,000 to resolve this litigation.

25 15. From the Gross Settlement Amount, \$7,500.00 shall be paid to Plaintiff Rios and
26 \$5,000 shall be paid to Plaintiff Brown for their service as class representatives and for their
27 agreement to release claims.

28 ///

1 16. From the Gross Settlement Amount, \$5,000 shall be paid to the Settlement
2 Administrator, Simpluris.

3 17. The Court hereby confirms Justin F. Marquez and Benjamin H. Haber of Wilshire
4 Law Firm, PLC, and Scott Edward Cole, Laura Grace Van Note, and Cody Alexander Bolce of
5 Cole & Van Note as Class Counsel.

6 18. From the Gross Settlement Amount, Class Counsel is awarded \$83,333.33 with
7 \$54,166.66 being awarded to Wilshire Law Firm and \$29,166.67 being awarded to Cole & Van
8 Note for their reasonable attorneys' fees. Wilshire Law Firm is awarded \$13,319.47 for their
9 reasonable costs incurred in the Action. Cole & Van Note is awarded \$7,799.00 for their
10 reasonable costs incurred in the Action. The fees and costs shall be distributed to Class Counsel as
11 set forth in the Settlement. The Court finds that the fees are reasonable in light of the benefit
12 provided to the Class.

13 19. Any check that is not cashed within the 180 days shall be voided and the total
14 monetary amount of all voided checks shall be disbursed by check by the settlement administrator
15 to Legal Aid at Work in San Francisco, CA.

16 20. Notice of entry of this Final Approval Order and Judgment shall be given to Class
17 Members by posting a copy of the Final Approval Order and the Judgment on Simpluris's website
18 for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order
19 and Judgment.

20 21. Without affecting the finality of this Order in any way, this Court retains continuing
21 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with
22 respect to all Parties to this action, and their counsel of record.

23 22. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby granted
24 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

25 ///

26 ///

27 ///

28 ///

23. The Court orders Plaintiffs to file a Report from the Settlement Administrator in the form of a declaration concerning the amount of money distributed by March 17, 2025. The Order to Show Cause Re: Compliance with the Settlement hearing regarding the distribution of funds is scheduled for March 28, 2025 at 8:30 a.m. in Department 6.

IT IS SO ORDERED.

DATE: August 23, 2024



Elihu M. Berle

Elihu M. Berle / Judge

Hon. Elihu M. Berle
Los Angeles County Superior Court

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

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 **August 20, 2024**, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER GRANTING 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:

Attorneys for Plaintiff Andre Brown

David P. Nemecek, Jr. (SBN 194402)
david@fortress-law.com
THE FORTRESS LAW FIRM, INC.
 50 California Street, Suite 1500
 San Francisco, CA 94111

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 **August 20, 2024** at Los Angeles, California.

Rebecca Padilla