

Thimesch Law Offices

TIMOTHY S. THIMESCH, ESQ., No. 148213
tim@thimeschlaw.com
158 Hilltop Crescent
Walnut Creek, CA 94597-3452
Tel: 925/588-0401
Fax: 888/210-8868

Attorneys for Plaintiff CRAIG YATES

LAW OFF. OF FRANKIE F. YEUNG
FRANKIE F. YEUNG, ESQ., No. 265014
frankie.yeung.esq@gmail.com
1121 Vicente Street
San Francisco, CA 94116
Tel: (415) 632-6382
Fax: (415) 753-0310

Attorney for Defendants YOU SEE
SUSHI; and IKUKO MIURA dba YOU
SEE SUSHI

THE BIERNAT LAW GROUP
JAMES D. BIERNAT, ESQ., No. 75839
jbiernat@jdblawyers.com
LISA L. PAN, ESQ., No. 188442
lpan@jdblawyers.com
345 Shoreway Road, Suite 101
San Carlos, California 94070-2708
Tel: (650) 802-0410
Fax: (650) 802-8997

Attorneys for Defendant MIWAY, LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CRAIG YATES,
Plaintiff,

CASE NO. CV11-1273 LB
Civil Rights

v.

MIWAY, LLC; YOU SEE SUSHI;
IKUKO MIURA; and DOES 1 through 50,
Inclusive,
Defendants.

**CONSENT DECREE ORDER AND
JUDGMENT**

_____ /

INTRODUCTION AND ALLEGATIONS OF PARTIES

1. Plaintiff CRAIG YATES alleges he is a person with a disability whose condition requires the full time use of a wheelchair for mobility. Plaintiff further alleges that he qualifies as a “person with a physical disability” as defined by the relevant statutes.

2. Plaintiff CRAIG YATES further alleges he has standing to bring this action, that he lives in Terra Linda, that he however regularly conducts personal affairs in San Francisco

1 including the general area where the subject restaurant is located, which activity includes
2 dining and shopping, and that he has been a repeat customer of this restaurant. While the
3 Defendants do not admit all of the foregoing allegations, they agree that sufficient undisputed
4 facts exists, including Plaintiff’s admitted multiple past uses of the restaurant as a paying
5 customer, and his ties to the area, to support Plaintiff’s qualification as “aggrieved and
6 potentially aggrieved” under the relevant statutes, and his individual standing under Article III
7 of the U.S. Constitution. In the event of an evidentiary inquiry into Plaintiff’s standing,
8 Defendants will stipulate to Plaintiff’s admitted multiple past uses of the restaurant as a paying
9 customer, and will otherwise not seek to oppose or cross-exam Plaintiff’s evidentiary
10 submissions.

11 **3.** Defendants YOU SEE SUSHI; and IKUKO MIURA (“Tenants”) are the owners,
12 operators, and lessees of the public accommodation You See Sushi, located at or near 94 Judah
13 Street, San Francisco, California (“Subject Restaurant”). They lease the property from
14 Defendants MIWAY, LLC, (“Landlord”). Together, the subject Tenants and Landlord shall be
15 referred to as Defendants; and together Plaintiff and the Defendants shall be referred to
16 collectively herein as “the Parties.”

17 **4.** Plaintiff alleges that the Subject Restaurant qualifies as a “public
18 accommodation” and “commercial facility” under all applicable statutes and regulations.

19 **5.** Plaintiff filed this action for himself and all other similarly situated members of
20 the public to vindicate their rights under the Americans with Disabilities Act of 1990 (“ADA”),
21 42 U.S.C. §§ 12101 et seq., and Civil Code Section 54 and 54.1, titled Craig Yates v. Miway
22 LLC, You See Sushi, Ikuko Miura and Does 1-50, Inclusive, U.S. District Court, Northern
23 District of California, CV 11-1273 LB (“the Lawsuit”).

24 **6.** Plaintiff alleges that Defendants violated these statutes by failing to provide full
25 and equal access and related facilities, including an accessible route from the public sidewalk to
26 all elements of the building, and to the main entrance, dining facilities, the counter, dining
27 tables and public restrooms. Specific identification of the facilities and their deficiencies were
28 identified in the Complaint filed on March 16, 2011.

1 7. Plaintiff alleges that the subject building and site has undergone construction
2 triggering the requirement of full compliance with regulations in the altered areas, and that
3 further Defendants could easily afford to makes its facilities and services accessible without
4 significant difficulty or expense. Defendants deny Plaintiff’s allegations and, by entering into
5 this Consent Decree and Judgment (“Consent Decree”), in no way admit to any liability
6 whatsoever. Without limitation, Defendants do not waive defenses such as, but not limited to,
7 unreasonable hardship, undue hardship, legal and physical constraint, technical infeasibility,
8 and the 20% cost-cap. Defendants also expressly deny that the subject building and site have
9 undergone construction triggering the requirement of full compliance with regulations in the
10 altered areas.

11 8. Notwithstanding the disputed issues, the Parties enter into this Consent Decree to
12 amicably resolve all issues, claims and defenses in the Lawsuit without the need for further
13 protracted litigation and to resolve all allegations raised in the Complaint on file herein. The
14 Parties agree that resolution of these matters without further litigation is in the public interest
15 and that this Consent Decree is the most appropriate means of resolving these matters.
16 Accordingly, the Parties agree to this Consent Decree with respect to the matters covered
17 herein without trial or further adjudication of any issues of fact or law, except reserving to the
18 court jurisdiction to fix the amount of reasonable attorneys’ fees, costs and litigation expenses .

19 WHEREFORE, the Parties hereby agree as follows:

20
21 **SCOPE OF SETTLEMENT**

22 9. The following are the facilities at the Subject Restaurant affected by this Consent
23 Decree: the accessible route from and along the public sidewalk and boundary of the site to the
24 main entrance of the restaurant, the main entrance, the dining table facilities, the counter, and
25 the public restrooms.

26
27 **CONSENT DECREE**

28 10. In entering this Consent Decree, Plaintiff agrees that this Consent Decree fully

1 vindicates Defendants’ alleged violation of Plaintiffs’ rights under the Americans with
2 Disabilities Act and Civil Code Section 54 and 54.1 and any and all disabled-access codes,
3 guidelines, laws and regulations..

4 **11.** Except as to reasonable attorneys’ fees, litigation expenses and costs, which
5 shall be fixed by the court, this Consent Decree shall be a full, complete, and final disposition
6 and settlement of the below claims that have been or could have been alleged in the Complaint,
7 including but not limited to, claims for injunctive relief, declaratory relief, damages of any kind
8 (including, but not limited to, statutory and compensatory damages including personal and
9 bodily injury, consequential and punitive damages), administrative proceedings, and Plaintiff’s
10 claims for attorney fees, litigation expenses and costs. This Consent Decree was reached
11 through negotiations between the Parties.

12
13 **JURISDICTION**

14 **12.** The Parties agree that the Court has and shall retain jurisdiction to enforce the
15 provisions of this Consent Decree for one year after the Defendants’ issuance of the Notice of
16 Completion identified in this Consent Decree.

17 **13.** In accordance with the provisions of Title 28, U.S.C. Section 636(c), each
18 undersigned Party in the above-captioned civil matter hereby voluntarily consents to have a
19 United States Magistrate, as may be assigned by the court and consented to by the parties, to
20 conduct any and all further proceedings in the case related to enforcement of this Consent
21 Decree. Appeal from such enforcement orders shall be taken directly to the United States
22 Court of Appeals for the Ninth Circuit.

23 **14.** The Parties agree that if they or any of them seek Court enforcement of this
24 Consent Decree, any such enforcement will be by noticed motion, limited to an order for
25 specific performance of this Consent Decree, and that a contempt citation or decree will not be
26 sought by any Party.

27 ////

1 **AGREEMENTS CONCERNING INJUNCTIVE RELIEF**

2 **15. Specific Agreed Remediations.** As a part of a compromise of global liability,
3 the Defendants each agree that they shall be jointly and severally responsible to perform the
4 following work to provide disabled access at the Subject Restaurant (“Specific Agreed
5 Remediations”):

6 a. Upon full remediation of the premises as outlined herein, display the
7 international symbol of accessibility at both entrances;

8 b. Adjust the closers for both entrance doors so that the amount of push
9 pressure required to operate is no greater than 5 lbs;

10 c. Ensure that the push side of both entrance doors have a push plate or other
11 uninterrupted surface along the bottom surface of the door that is a minimum of 10 inches high
12 above the finished floor;

13 d. Subject to reasonable construction tolerances, create fully-compliant level
14 door landings on each side of both entrances to the restaurant. On both the push and pull sides
15 of these doors the landings shall be kept clear and shall be configured level within 2 %. On the
16 push side of both doors, the landings shall extend a minimum of 48 inches beyond the face of
17 the closed door (measured perpendicular to the face of the closed door) and shall also extend a
18 minimum of 12 inches beyond the strike edge of the door. On the pull side, the landings shall
19 extend a minimum of 60 inches beyond the face of the closed door (measured perpendicular to
20 the face of the closed door) and shall extend a minimum of 24 inches beyond the strike edge of
21 the door;

22 e. Create an accessible circulation route throughout the restaurant that is
23 maintained at a 36 inches minimum between tables, counters and other chairs and objects while
24 placed in their usual occupied position (e.g., seats by seated customers);

25 f. Install a flip-up counter or use a clip board for customers to use to
26 review/sign documents;

27 g. Provide one (1) accessible dining table located on accessible route and with
28 clear floor space that is located outside the general path of travel. Such table shall provide knee

1 space underneath that is a minimum of 30 inches wide, 27 inches high, and projects back
2 underneath the table a minimum of 19 inches. No pedestal support or pedestal base shall be
3 located anywhere within the rectangular dimension of the foregoing clear space;

4 h. Reconfigure and enlarge the layout of the restroom to incorporate portions of
5 adjacent areas outside the restroom to create a fully compliant single-occupancy restroom. The
6 enlarged restroom shall provide compliant turning space and transfer spaces in front of and
7 beside the toilet. The restroom shall fully comply as to all requirements for a newly-
8 constructed accessible restroom, and provide compliant clear floor spaces, a path of travel to
9 fixtures and amenities, place all amenities within a compliant reach range, have an accessible
10 sink, provide compliant grab bars, proper signage, etc. (See Example of Title 24 Compliant
11 Design for Single Occupancy Restroom at **Exhibit A**) The Parties stipulate that the
12 reconstruction of the existing restroom in conformance with Oris Design Floorplan **Exhibit B**
13 will constitute full compliance with the requirements of this paragraph.)

14 **16. Performance Standards.** Defendants shall perform the tasks and injunctive
15 relief work set forth in **Exhibit B hereto**, which is incorporated by reference herein as if set
16 forth in full, in accordance with the standards and specifications of the Americans with
17 Disabilities Act Accessibility Guidelines, effective January 26, 1992, and under California's
18 Title 24, (2008), whichever, for any particular element, provides the strongest level of
19 protection to persons with disabilities. The Parties agree that as work commences, changes
20 may be made to the work set forth in **Exhibit B**, so long as they meet or exceed the
21 requirements of the forgoing paragraph and the standards and specifications identified in this
22 paragraphs.

23 **17.** The Defendants may, but are not required to, perform the work in compliance
24 with the 2010 ADA Standards for Accessible Design, which standards do not go into effect
25 until March 15, 2012.

26 **18. Option to Close Facilities.** In lieu of making modification to any particular
27 facility or amenity called for by this decree, the Defendant may choose to permanently
28 close/remove such facility, element or amenity from public use. Such facility, element or

1 amenity shall not be reopened or re-provided for public use without provision of full disabled
2 access pursuant to the terms of any applicable codes, regulations or guidelines for disabled
3 access applicable to the type of public use (if any) to which the property is put.

4 **19.** As to all other work, Defendant shall submit plans and apply for any necessary
5 permits for this work within 60 days of the entry of this Consent Decree, and complete all such
6 work within 180 days of receiving permits, allowing for good faith interruptions due to
7 inclement weather, contractor unavailability, and other causes under the Doctrine of Force
8 Majeure. Permits from the building department shall be secured for all work requiring
9 permits. Defendants will provide written notice (“Notice of Completion”) by mail or facsimile
10 regarding the completion within thirty (30) days after completion of the work. Notice of
11 Completion shall be sent to Plaintiff c/o Plaintiff’s counsel as follows:

12 TIMOTHY S. THIMESCH, ESQ., No. 148213
13 158 Hilltop Crescent
14 Walnut Creek, CA 94597-3452
15 Fax: 888/210-8868
16 Attorneys for Plaintiff CRAIG YATES

17 **20.** After providing Notice of Completion, Defendants shall then provide, upon
18 request (“Request for Inspection”). Plaintiff, his attorneys and consultants with physical access
19 to inspect, measure and photograph the facilities to verify that the completed work complies
20 with the terms herein. Any Request for Inspection shall be sent, via facsimile to counsel at the
21 fax numbers set forth in the following paragraph, fifteen (15) days of Plaintiff’s receipt of the
22 Notice of Completion, or said Request for Inspection is waived. If Plaintiff makes a Request
23 for Inspection, the parties shall cooperate to schedule the inspection on a reasonable date and
24 time, and the inspection shall be conducted so as not to interfere with Defendants’ business. If
25 following inspection, Plaintiff determines that Defendants are in violation of the Specific
26 Agreed Remediations of this Consent Decree, Plaintiff shall, within thirty (30) days of the
27 inspection, serve a Notice of Non-Compliance Following Inspection upon Defendants setting
28 forth with particularity the deficiencies, in accordance with the procedures set forth in the
following Section.

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1 **NOTICE AND OPPORTUNITY TO CURE**

2 **21.** Notice and Opportunity to Cure. Subject to the time limitations for a Request for
3 Inspection and Notice for Compliance Following Inspection as set forth in the preceding
4 paragraph, if at any time during which the court has jurisdiction to enforce this Consent Decree,
5 Plaintiff contends that Defendants have failed to comply with any aspect of this Consent
6 Decree, Plaintiff or his counsel shall promptly notify Defendants in writing, by first-class U.S
7 mail and facsimile, of perceived non-compliance, and give Defendants a sufficient opportunity
8 to cure any alleged deficiencies (“Notice of Non-Compliance”). Such Notice of Non-
9 Compliance from Plaintiff shall specify with particularity the perceived non-compliance and be
10 verified by Plaintiff.

11 **22.** All Notices to Defendants shall be sent to both Defendants as follows:

12 LAW OFF. OF FRANKIE F. YEUNG
13 FRANKIE F. YEUNG, ESQ.,
14 No. 265014
15 1121 Vicente Street
16 San Francisco, CA 94116
17 Fax: (415) 753-0310
18 Attorney for Defendants YOU SEE
19 SUSHI; and IKUKO MIURA dba
20 YOU SEE SUSHI

21 THE BIERNAT LAW GROUP
22 JAMES D. BIERNAT, ESQ., No. 75839
23 LISA L. PAN, ESQ., No. 188442
24 lpan@jdblawyers.com
25 345 Shoreway Road, Suite 101
26 San Carlos, California 94070-2708
27 Fax: (650) 802-8997
28 Attorneys for Defendant MIWAY, LLC

29 **23.** Defendants shall be allowed sixty (60) days from the date of receipt of Plaintiff’s
30 Notice of Non-Compliance to meet and confer with Plaintiff and/or his representatives to
31 address any alleged deficiencies, non-compliance with disabled access laws or discrimination
32 (the “Initial Conference”) Defendants will then have thirty (30) days from the date of the
33 Initial Conference to dispute or sixty (60) days thereafter to commence correcting the
34 deficiencies or otherwise address Plaintiff’s concerns; provided, however, if Defendants cannot
35 reasonably correct the deficiencies or non-compliance within such time period, Defendants
36 shall have such reasonably longer period of time as is necessary to correct such deficiencies or
37 non-compliance (the “Cure Period”).

38 **24.** Notice of Non-Compliance to Defendants as provided above, the Initial
39 Conference and the Cure Period described above shall be prerequisites to Plaintiff taking any
40 judicial action for specific performance under this Consent Decree.

1 25. Covenant Not to Sue Subject to Plaintiff’s right to seek specific performance as
2 provided above, Plaintiff, and those acting on behalf of Plaintiff (including heirs, beneficiaries,
3 defendants, executors, administrators, successors and assigns) agrees not to file, or cooperate
4 with others in the filing of, lawsuits or administrative complaints for any claims regarding
5 disabled access or discrimination of any kind against Defendants and the Releasees, concerning
6 the Subject Restaurant, or any part thereof, that is the subject of the Lawsuit, in any state or
7 federal court or before any administrative body without first providing Defendants the Notice
8 of Non-Compliance, completion of the Initial Conference, and an opportunity to cure in
9 accordance with the Notice and Opportunity to Cure provisions of this Consent Decree.

10
11 **AGREEMENT CONCERNING DECLARATORY RELIEF**

12 26. In resolution of Plaintiff’s claim for declaratory relief, Defendants hereby
13 stipulate, that by this Consent Decree, the barriers identified herein for correction, at
14 paragraph 15, supra, constitute past and present violations of each Plaintiff’s rights under the
15 Title III of the Americans with Disabilities Act of 1990, and Civil Code Section 54 and 54.1.
16 Defendants agree that Plaintiff’s claim for statutory damages is inextricably intertwined with
17 his claims for injunctive relief. Defendants have agreed to conduct the barrier removals herein
18 as a result of the settlement of this action.

19
20 **RESOLUTION OF STATUTORY DAMAGE CLAIMS**

21 27. Although Defendants dispute that Plaintiff is entitled to recover damages in this
22 action, in compromise of Plaintiff’s claim, Defendants agree to pay Plaintiff the amount of
23 \$12,000 in full satisfaction of all of Plaintiff’s claims for damages of any kind under Title III of
24 the ADA, and Civil Code Sections 52 and 54.3 or any other disabled-access law. One or more
25 checks totaling this amount shall be made payable to “TIM THIMESCH, In Trust,” and
26 delivered into Plaintiff counsel’s hands within 10 days of Parties’ execution of this Consent
27 Decree. Defendants shall not be obligated to issue checks under this paragraph unless and
28 until Plaintiff first provides to defendants his counsel’s W-9. Plaintiff agrees to indemnify the

1 Defendants, and each of them, against any and all tax liability arising out of the settlement.

2
3 **RESOLUTION OF CLAIM FOR ATTORNEYS FEES, LITIGATION EXPENSES AND**

4 **COSTS:**

5 28. The issue of Plaintiff's attorneys' fees, costs and litigation expenses shall be
6 resolved by Plaintiff filing a motion for reasonable attorneys' fees, costs and litigation expenses
7 with the court.

8 29. Plaintiff shall be deemed the "prevailing party" to whom the court may award a
9 reasonable attorneys' fee within the meaning of 42 U.S.C. §12205. Specifically the Parties
10 stipulate that Plaintiff has achieved a material alteration of the legal relationship of the parties,
11 and that, by permitting the court to retain jurisdiction to enforce this Consent Decree, that
12 alteration has been judicially sanctioned. *see, Jankey v. Poop Deck*, 537 F.3d 1122 (9th Cir.
13 2008).

14 30. Further, notwithstanding any statement in this Consent Decree regarding
15 Defendants' dispute of the allegations and/or non-admission and denial of liability, the Parties
16 stipulate that Plaintiff has been denied rights under Cal. Civil Code §51(f) and is therefore
17 entitled to an award of reasonable attorneys' fees under Cal Civil Code §52. *Doran v. N. State*
18 *Grocery, Inc.*, 137 Cal. App. 4th 484, 486, 39 Cal. Rptr. 3d 922, 923 (Cal. Ct. App. 2006)

19 31. Defendants hereby stipulate in this action to the reasonableness of Plaintiff
20 counsel's hourly rates of \$465 per hour for attorney Timothy S. Thimesch, \$450 per hour for
21 attorney Gene A. Farber, and \$365 per hour for attorney Suzanna Farber, and that Defendants
22 will make no attempt to oppose such rates, and that these stipulated-rates shall be used by the
23 Court in calculating the lodestar in the fee motion.

24 32. The Parties have already exchanged redacted attorneys' and cost invoices and
25 other supporting documentation. Following execution of this Consent Decree, Plaintiff shall, at
26 his option, disclose invoice entries setting forth the actual legal services rendered, or
27 alternatively, Plaintiff may submit the timesheets en camera for Court review. Plaintiff may,
28 but it not required to, redact specific details to protect attorney-client and work-product

1 privileged communications. Further, following execution of this Consent Decree, and upon
2 request of the opposing Party, the Parties will, at their option (without formal discovery)
3 documentation of their attorney’s and paralegal’s fees, litigation expenses and costs, as well as
4 hourly rates, incurred in this action up to the time of the hearing.

5 **33.** During the proceedings herein stated, the parties shall make no motion seeking
6 dismissal of any supplemental claims under 28 USC 1367, and further stipulate that on no
7 occasion following the execution of this Consent Decree shall they allege that grounds
8 supporting such a motion exist in the present case.

9 **34.** Plaintiff’s motion for reasonable attorneys’ fees, litigation expenses and costs
10 incurred to obtain the relief agreed upon herein shall be filed within 21 days of the execution of
11 this Consent Decree. In the event Plaintiff later seeks attorneys fees/costs to enforce this
12 Consent Decree, any such motion shall be filed in accordance with FRCP 54(d)(2)(B)(i) and
13 LR 54-1 through 54-5, or as the parties may stipulate at the time of the enforcement motion.

14 **35. Joint and Several Liability.** Defendants agree they are jointly and severally
15 liable for any amounts awarded by the court on Plaintiff’s outstanding and unresolved claim for
16 statutory attorney’s fees, litigation expenses and costs. The parties hereby reserve this claim
17 for resolution by the court.

18 **36. Full Rights of Review Retained.** The decision by the District Court shall be
19 subject to appeal by all parties.

20
21 **RELEASE AND WAIVER OF CIVIL CODE SECTION 1542**

22 **37.** Except for all obligations required in this Consent Decree, Plaintiff, on behalf of
23 himself, and his predecessors, successors, heirs, partners and assigns, releases and forever
24 discharges each Defendant and his/her or its partners, managers, members, employees, agents,
25 attorneys, heirs, predecessors, and representatives (collectively “Releasees”), from all claims,
26 demands, damages, actions, and causes of action of whatever kind or nature, presently known
27 or unknown, arising out of or in any way connected with the Lawsuit.

28 **38.** Plaintiff understands and agrees that there is a risk and possibility that,

1 subsequent to the execution of this Consent Decree, he will incur, suffer, or experience some
2 further loss or damage with respect to the Lawsuit that is unknown or unanticipated at the time
3 this Consent Decree is entered.

4 **39.** Except for all obligations required in this Consent Decree, the Parties intend that
5 this Consent Decree apply to all past, present or future loss with respect to the Lawsuit, except
6 those caused by the Parties subsequent to the execution of this Consent Decree. Therefore,
7 except for all obligations required in this Consent Decree, this Consent Decree shall apply to
8 and cover any and all claims, demands, actions and causes of action by Plaintiff with respect to
9 the Lawsuit, whether the same are known, unknown or hereafter discovered or ascertained, and
10 the provisions of Section 1542 of the California Civil Code are hereby expressly waived.
11 Section 1542 provides as follows:

12 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
13 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR
14 AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR
15 HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
16 WITH THE DEBTOR.

17
18 **NONDISPARAGEMENT**

19 **40.** The Parties shall not make any disparaging comments and/or statements about
20 the other.

21
22 **COOPERATION**

23 **41.** Each Party, without further consideration, and upon request of the other Party,
24 agrees to execute and deliver such other documents and to take such other action as may be
25 necessary or appropriate to give full force and effect to the terms and intent of this Consent
26 Decree. The duty to cooperate includes, but is not limited to, preparing, executing and filing
27 any and all documents necessary to effect the dismissal of the Lawsuit with prejudice as
28 contemplated hereby.

1 **CONSENT DECREE BINDING ON PARTIES AND SUCCESSORS IN INTEREST**

2 42. The Parties agree and represent that they have entered into this Consent Decree
3 voluntarily, under no duress, and wholly upon their own judgment, belief, and knowledge as to
4 all matters related to this Consent Decree, after having received full advice from counsel.

5 43. This Consent Decree shall be binding on Plaintiff and Defendants and any
6 successors in interest. Consent Decree. The Parties have a duty to so notify all such successors
7 in interest of the existence and terms of this Consent Decree during the period of the Court's
8 retains jurisdiction to enforce this Consent Decree.

9
10 **JOINT PREPARATION AND SEVERABILITY:**

11 44. This Consent Decree is deemed jointly prepared by all Parties and shall not be
12 strictly construed against any Party as its drafter. If any term of this Consent Decree is
13 determined by any court to be unenforceable, the other terms of this Consent Decree shall
14 nonetheless remain in full force and effect.

15
16 **SIGNATORIES BIND PARTIES:**

17 45. Signatories on the behalf of the Parties represent that they are authorized to bind
18 the Parties to this Consent Decree.

19 46. This Consent Decree may be executed in counterpart signatures, and such
20 signatures may be attached in faxed or .PDF counterparts, each of which shall be deemed an
21 original, and which together shall constitute one fully executed Consent Decree. The Effective
22 Date of the Consent Decree shall be the date on which the last of any Party's signature is
23 affixed to the Consent Decree and delivered to counsel for the other Parties.

24 47. This Consent Decree shall be deemed executed on the date on which the final
25 signature of the Parties is affixed hereto.

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FULL CONSENT DECREE

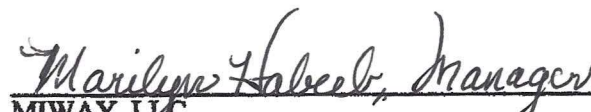
48. This Consent Decree constitutes the entire agreement between the Parties on the matters of Plaintiff's claims for injunctive relief, declaratory relief, damages, and attorney fees, litigation expenses and costs, and no other statement, promise, or agreement, either written or oral, made by any of the Parties or agents of any of the Parties, that is not contained herein, shall be enforceable regarding the matters described herein.

Dated: Aug. 11, 2011



CRAIG YATES

Dated: August 11, 2011



Marilyn Habeeb, Manager
MIWAY, LLC

By: Marilyn Habeeb, Manager

Dated: _____

YOU SEE SUSHI

By: _____

Title: _____

Dated: _____


IKUKO MIURA

////

1 **FULL CONSENT DECREE**

2 48. This Consent Decree constitutes the entire agreement between the Parties on the
3 matters of Plaintiff's claims for injunctive relief, declaratory relief, damages, and attorney fees,
4 litigation expenses and costs, and no other statement, promise, or agreement, either written or
5 oral, made by any of the Parties or agents of any of the Parties, that is not contained herein,
6 shall be enforceable regarding the matters described herein.

7
8 Dated: AUG-11-2011



CRAIG YATES

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11 Dated: August 11, 2011

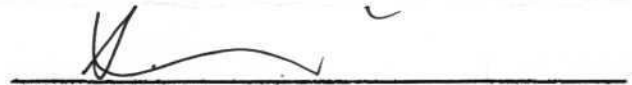


Marilyn Habeeb, Manager
MIWAY, LLC
By: Marilyn Habeeb, Manager

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YOU SEE SUSHI
By: _____
Title: Owner

21 Dated: Aug 13 2011



IKUKO MIURA

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APPROVED AS TO FORM:

Dated: Aug. 11, 2011

THIMESCH LAW OFFICES

/s/ Authorized Signed
TIMOTHY S. THIMESCH, ESQ.
Attorneys for Plaintiff
CRAIG YATES


Dated: Aug. , 2011

LAW OFF. OF FRANKIE F. YEUNG

/s/ Authorized Signed
FRANKIE F. YEUNG, ESQ.,
Attorneys for Defendants
YOU SEE SUSHI; and IKUKO MIURA dba
YOU SEE SUSHI

Dated: Aug. 12, 2011

THE BIERNAT LAW GROUP

/s/ Authorized Signed 
LISA L. PAN, ESQ.,
Attorneys for Defendant MIWAY, LLC

ORDER

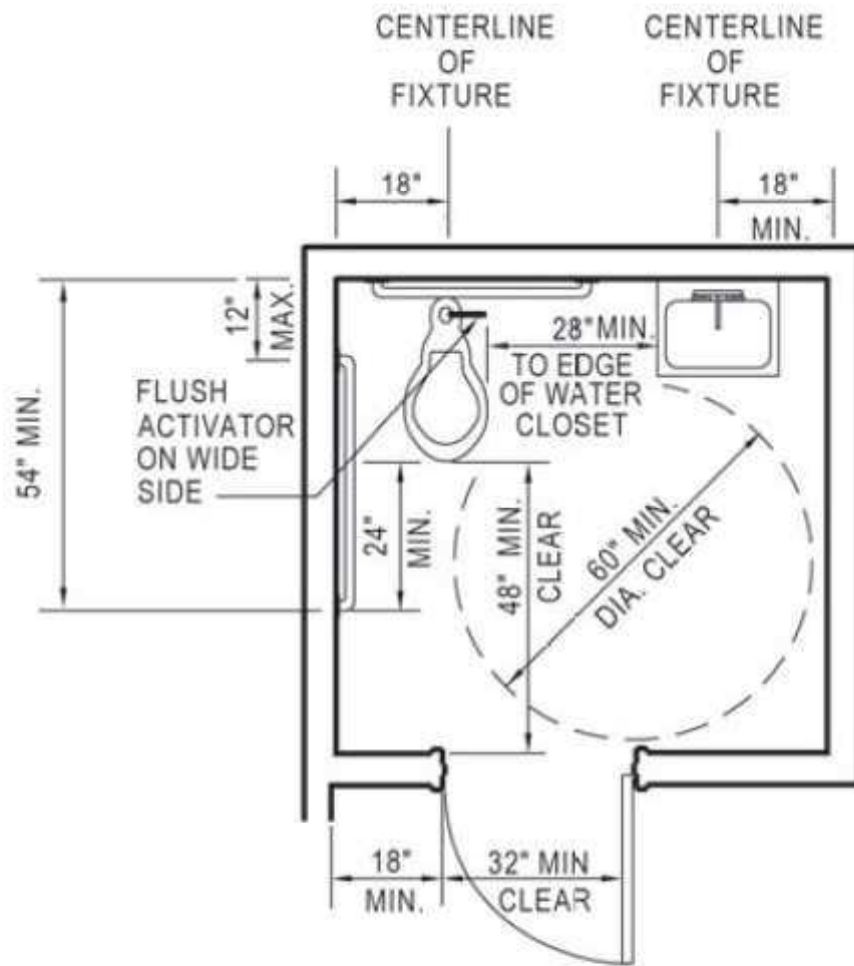
IT IS SO ORDERED. _____

Date: August 26, 2011



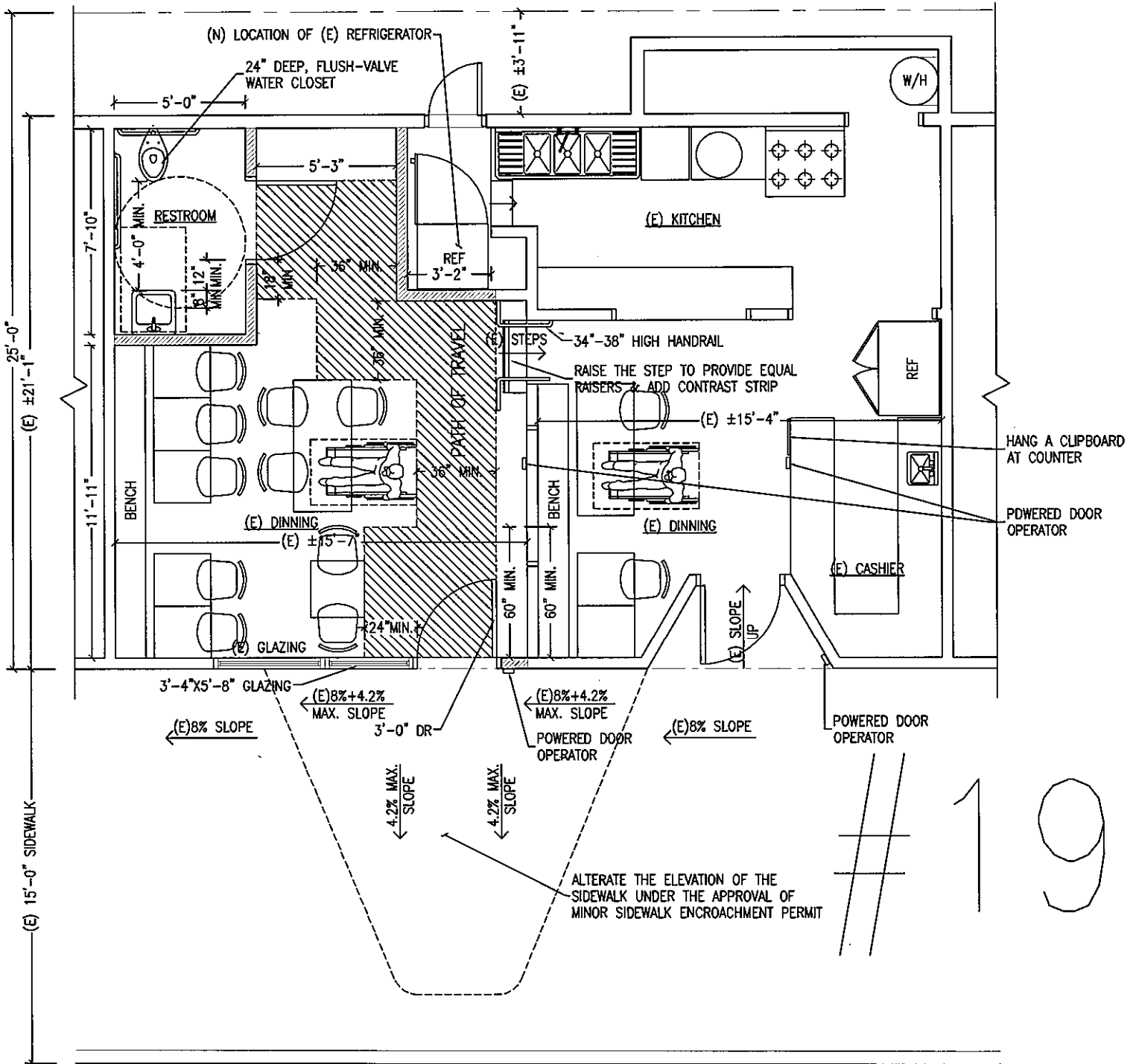
HON. LAUREL BEELER
MAGISTRATE JUDGE
U.S. DISTRICT COURT

EXHIBIT A

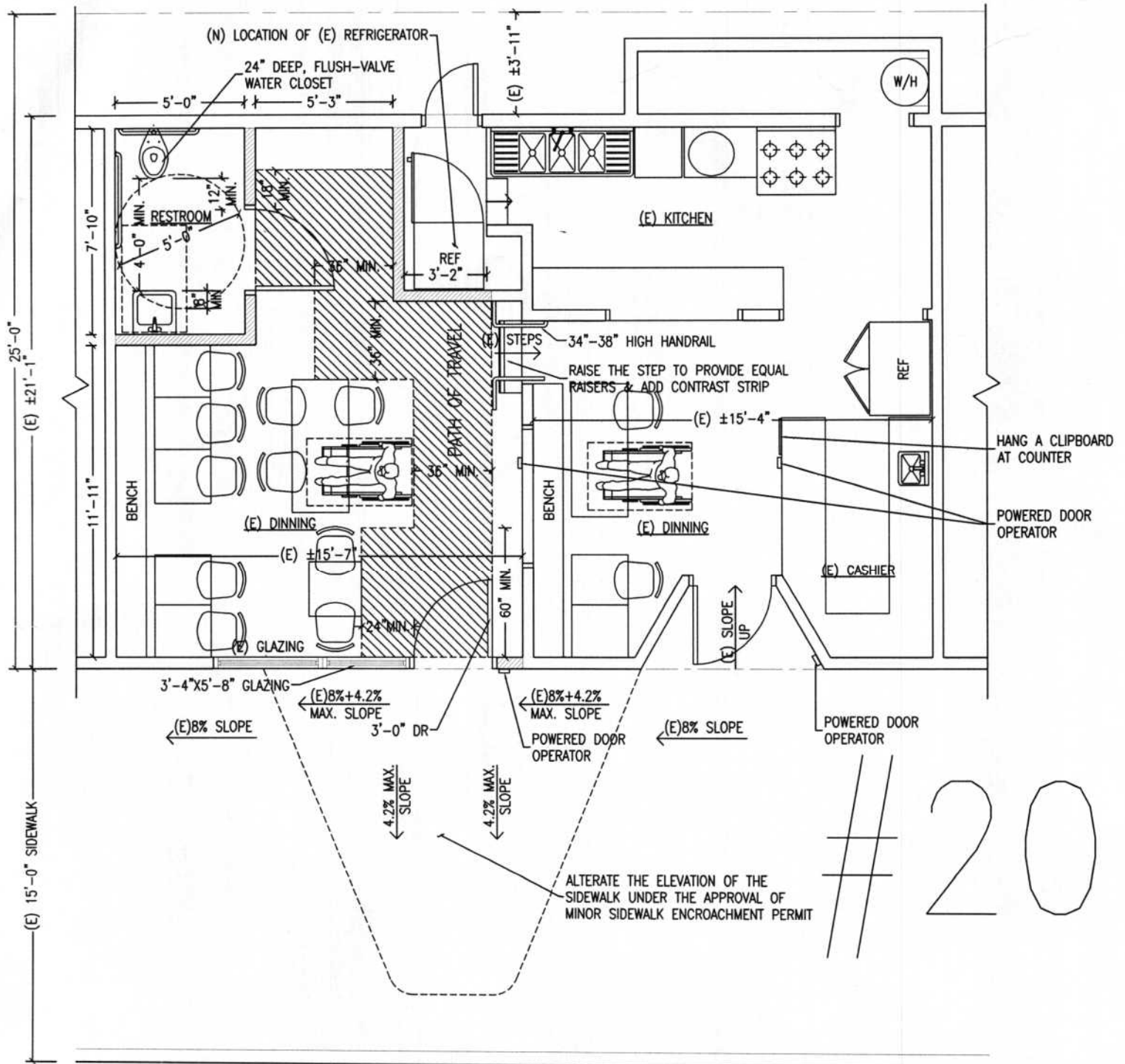


SINGLE-ACCOMMODATION
TOILET FACILITY

EXHIBIT B



JUDAH STREET



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JUDAH STREET

Handwritten mark resembling a stylized 'u' or '2'.