

Danny Yadidsion, Esq., SBN 260282
Patrick D. Martinez, Esq., SBN: 337569
LABOR LAW PC
100 Wilshire Blvd., Suite 700
Santa Monica, California 90401
Telephone: (310) 494-6082
Danny@LaborLawPC.com
Patrick.martinez@LaborLawPC.com

Attorneys for Plaintiff AARON PRESS, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of himself and other current and former employees.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

AARON PRESS, on behalf of himself and all)
others similarly situated,)

Plaintiff,)

v.)

USA DEBUSK, LLC, a limited liability)
company; and DOES 1- 50, Inclusive,)

Defendants.)

CASE NO.: 20STCV20323

Assigned for all Purposes to Dept. 54

**NOTICE OF MOTION AND MOTION FOR AN
ORDER APPROVING PAGA SETTLEMENT AND
DISMISSING PLAINTIFF'S PAGA CLAIM
AGAINST DEFENDANT USA DEBUSK, LLC;
DECLARATION OF DANNY YADIDSION IN
SUPPORT THEREOF**

Hearing Date: October 1, 2021

Hearing Time: 9:00 a.m.

Dept.: 54

Reservation#: 416741124575

Complaint Filed: May 29, 2020

1 **TO ALL PARTIES AND TO THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on October 1, 2021, at 9:00 a.m., or as soon thereafter as the matter may
3 be heard, in Department 54 of the above-entitled Court, located at 111 North Hill Street, Los Angeles,
4 California 90012, Plaintiffs AARON PRESS (“Plaintiff”) and Defendant USA DEBUSK, LLC
5 (“Defendant”) will and hereby does move the Court for an order (1) approving the PAGA settlement
6 agreement to be made as required under the Private Attorney General Act (“PAGA”) and (2) dismissing
7 Plaintiff’s Complaint, filed May 29, 2020, against Defendant for Violation of the California Labor Code
8 Private Attorneys General Act of 2004 with prejudice. Plaintiff has settled the PAGA action and wishes
9 to resolve this matter.

10 This Motion is based upon this Notice, the attached Memorandum of Points and Authorities, the
11 Declaration of Danny Yadidsion, any exhibits attached thereto, and all documentary evidence and
12 pleadings contained in the Court’s file, and upon such other evidence as may be presented at the hearing
13 of this motion.

14
15
16 DATED: August 9, 2021

Respectfully Submitted,
LABOR LAW PC

17
18 By: /s/ Patrick Martinez

19 Danny Yadidsion, Esq.
20 Patrick D. Martinez, Esq.
21 Attorneys for Plaintiff
22 Aaron Press, as representative of the State of
23 California and the Labor and Workforce
24 Development Agency, and on behalf of himself and
25 other aggrieved employees.
26
27
28

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION AND BACKGROUND**

3 Plaintiffs AARON PRESS (“Plaintiff”) filed a lawsuit against Defendant USA DEBUSK, LLC
4 (“Defendant”) alleging a single Cause of Action for Civil Penalties under the Private Attorneys General
5 Act (PAGA) against Defendant. On March 20, 2020, Plaintiff submitted a letter to the LWDA alleging
6 violations of California Labor Code Private Attorneys General Act of 2004 (“PAGA Claim”). On April
7 20, 2021, the parties settled the PAGA claims against Defendant.

8 By way of the instant motion, Plaintiff and Defendant seek to have the PAGA Claim, the entire
9 lawsuit, dismissed with prejudice against Defendant. The parties hereby apply for an Order (1) approving
10 the settlement payment by Defendant, and (2) dismissing the representative PAGA claim, with prejudice,
11 against Defendant.

12 **II. STATEMENT OF FACTS**

13 On or about May 29, 2020, Plaintiff filed a Complaint against Defendant, alleging violation of the
14 California Labor Code Private Attorneys General Act of 2004. Prior to this instant lawsuit being filed,
15 Plaintiff filed a class action lawsuit against Defendant on March 20, 2020, in the Los Angeles Superior
16 Court, Case No. 20STCV11331. Defendant removed that action on May 6, 2020, pursuant to the Class
17 Action Fairness Act. Defendant subsequently produced an arbitration agreement that waived class action
18 claims. The class action was subsequently dismissed on June 8, 2020.

19 As noted above, on March 20, 2020, Plaintiff submitted a letter to the LWDA alleging PAGA
20 violations. Ultimately, the parties entered into a settlement on April 20, 2021 of the instant PAGA only
21 case. The parties now seek the Court’s approval of the settlement of the PAGA claims.

22 In September 2020, Plaintiff propounded discovery requests on Defendant. The parties
23 subsequently agreed to attend mediation with the Honorable Jeffrey Winikow (Ret.) to resolve the current
24 litigation, and to allow Defendant to informally provide Plaintiff with relevant documents and evidence
25 to review in lieu of formal discovery.

26 On or about February 26, 2021, the parties attended mediation. The claims did not settle at
27 mediation but settled shortly thereafter. The Parties executed the Settlement Agreement in April 2021.
28

Plaintiff's decision to settle the PAGA claims against Defendant was based on various factors: (1) Defendant is a small employer with only a limited number of employees; (2) Defendant vigorously denies the violations of the wage and hour laws which would have entitled Plaintiff to recover penalties under PAGA; (3) the underlying facts of the case are in dispute by Defendant; (4) there will be savings in time and expense by the Parties in not having to litigate the claims for penalties under PAGA against Defendant; (5) there is no guarantee of an outcome on the PAGA claims at trial; (6) the resolution of this dispute will be delayed until trial, and, regardless of the outcome, there is a significant risk of further delay due to potential appeals; (7) statutory law on PAGA is changing which presents a risk regarding prevailing on liability and recovery of damages; and (8) any award of penalties under PAGA is within the discretion of the trial court and can be reduced.

III. TERMS OF SETTLEMENT

Defendant has agreed to pay a total sum of \$20,000 to resolve the PAGA claim. Of this amount, 35% or \$7,000.00 are allocated as attorneys' fees. Plaintiff has incurred costs of \$8,920.90. (Declaration of Danny Yadidsion, Esq. ¶10 and 11.) Of the remaining amount of \$4,079.10: 25% or \$1,019.78 will be paid to all aggrieved employees of Defendant in equal payments; and 75% or \$3,059.32 will be made payable to the "California Labor Workforce Development Agency" as outlined in the Settlement Agreement. (Declaration of Danny Yadidsion ¶ 7 , Exhibit "A".)

IV. THE COURT SHOULD APPROVE THE SETTLEMENT

A. The Allocation Is Reasonable

The PAGA is a relatively new statute and there is minimal authority addressing it. The Courts have not set forth a required standard to use in order to evaluate the sufficiency of PAGA settlement. However, it is clear that rigorous class action standards do not apply to PAGA claims (*see e.g., Arias v. Superior Court* (2009) 46 Cal.4th 969, 977) and Courts that have approved PAGA settlements have demonstrated, through their approvals, the low, relaxed standard utilized in such cases. One of the reasons behind the relaxed standard is likely due to the fact that the purpose of the PAGA is to provide a procedure for private enforcement of the labor laws, not to receive damages or restitution. *See Brown v. Ralph's Grocery Co.* (2011) 197 Cal.App4th 489, 401 ("The purpose of the PAGA is not to recover damages or restitution"); *Cunningham v. Leslie's Poolmart, Inc.*, No. CV 13-2122 CAS CWX, 2013 WL 3233211, at

1 *6 (C.D. Cal. June 25, 2013) (“The purpose is not to collect damages on behalf of other employees or
2 provide restitution to victims of *Labor Code* violations.”). Indeed, a court does not abuse its discretion
3 by approving a settlement that allocates ZERO of the settlement recovery to PAGA claims. *Nordstrom*
4 *Commission Cases* (2010) 186 Cal.App.4th 576, 589. Here, the allocation for PAGA penalties is a fair
5 and reasonable compromise of the PAGA penalties.

6 In *Nordstrom*, the court was examining a wage and hour case in which the employer agreed to pay
7 up to \$6.405 million in cash plus another \$2.5 million in merchandise vouchers to settle all claims,
8 including the PAGA claims. The settlement allocated ZERO to the PAGA claims and the trial court
9 approved it. On appeal, the appellate court held that the trial court did not abuse its discretion in approving
10 the settlement even though it released PAGA claims without any money paid to the Labor and Workforce
11 Development Agency for those claims. The trial court acted properly in dismissing a PAGA claim without
12 any consideration paid to the Labor and Workforce Development Agency for those releases.

13 In *Villacres v. ABM Industries Inc.* (2010) 117 Cal.Rptr.3d 398, the plaintiff brought a complaint
14 against the Defendant for only PAGA penalties. Previously, the defendant had been sued in a case that
15 was settled for \$2.5 million dollars and approved by the trial court. On appeal, the court focused on
16 potential *res judicata* issues involving the PAGA claims. However, in discussing the case, the Court
17 stated that a trial court can approve a PAGA settlement even if the amount allocated to civil penalties is
18 zero. It stated that it did not matter if “none of the settlement proceeds ... were allocated to PAGA” in
19 the 2.5 million dollar settlement.

20 Similarly, many trial courts have also dealt with PAGA settlement approvals often approving
21 PAGA payments that are less than one percent of the total settlement value. See, e.g., *Hopson v.*
22 *Hanesbrands Inc.*, No. CV-08-0844 EDL, 2009 WL 928133, at *9 (N.D. Cal. Apr. 3, 2009) (approving a
23 PAGA settlement of 0.003% or \$1,500 of the total settlement as it was in good faith); *Franco v. Rut Food*
24 *Prods., Inc.*, No. 1:10-cv-02354-SKO, 2012 WL 5941801, at *14 (E.D. Cal. Nov. 27, 2012) (approving
25 PAGA penalties of \$10,000 (75% to the state) as part of \$2.5 million settlement, 0.004%); *Garcia v.*
26 *Gordon Trucking*, No. 1:10“CV“-0324-AWI-SKO, 2012 WL 5364575, at *3 (E.D. Cal. Oct. 31, 2012)
27 (approving PAGA settlement payment of \$10,000 out of the \$3.7 million settlement, 0.0027%); *Chu v.*
28 *Wells Fargo Investments, LLC*, No. C 05—4526 MHP, C 06-7924 MHP, 2011 WL 672645, at *1 (N.D.

1 Cal. Feb. 16, 2011) (approving PAGA settlement payment of \$7,500 to LWDA out of \$6.9 million
2 settlement, 0.001%).

3 As detailed above, there were many factors that came into play when deciding to enter into the
4 settlement. Here, Plaintiff has agreed to release and waive all of his individual claims asserted against
5 Defendant.

6 B. Public Policy Encourages Settlement

7 This Court should grant the Motion because: (1) it comports with the strong public interest favoring
8 settlement, and (2) Plaintiff has not received unreasonable remuneration. “California law favors the
9 settlement of disputes as our high court clarified in *Neary v. Regents of University of California* (1992) 3
10 Cal.4th 273. Settlement is efficient; it reduces costs, saves resources, and minimizes court congestion.
11 *Id.* The parties are best positioned to understand their interests and resolve a dispute in a mutually
12 beneficial manner without court intervention into the settlement.” *Consumer Advocacy Group, Inc. v.*
13 *Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 46, 62-63 (quoting *Neary*, supra 3 Cal.4th at 277-
14 278). “[T]here is an overriding public interest in settling and quieting litigation.” *Van Bronkhorst v. Safeco*
15 *Corp.* (9th Cir. 1976) 529 F.2d 943, 950; and see *Ahern v. Central Pacific Freight Lines* (9th Cir. 1988)
16 846 F.2d 47, 48. Courts stated that “[d]ue regard should be given to what is otherwise a private consensual
17 agreement between the parties.” *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794.

18 The parties’ agreement to resolve the claims comports with the overarching public policy in favor
19 of settlement. Moreover, neither Plaintiff nor his counsel has received disproportionate compensation in
20 exchange for the release. Accordingly, this Court should allow Plaintiff to dismiss the PAGA Claims
21 against Defendant, thereby allowing a resolution of the claims against Defendant.

22 C. No Notice To Other Employees Is Required

23 This Court need not order the parties to disseminate notice of dismissal because the California
24 Supreme Court has held that class action requirements and notice requirements are not required in a PAGA
25 action. *Arias v. Superior Court* (2009) 46 Cal.4th 969, 977; see also *Baumann v. Chase Inv. Servs. Corp.*
26 (9th Cir. 2014) 747 F.3d 1117 (PAGA has no notice requirements for unnamed aggrieved employees, nor
27 may such employees opt out of a PAGA action. In a PAGA action, the court does not inquire into the
28

1 named plaintiff's and counsel's ability to fairly and adequately represent unnamed employees.).
2 Accordingly, no notice of this settlement is required to other employees.

3 D. The Split Between Plaintiff And The California Labor Workforce Development Agency Is Proper

4 PAGA penalties are required to be distributed seventy-five percent to the California Labor
5 Workforce Development Agency and twenty-five percent to the aggrieved employees. *Cal. Lab. Code* §
6 2699, subd. (i). The twenty-five percent payable to "the aggrieved employees" is not distributed to the
7 entire group of employees but to those employees "who brought the action." *See Cunningham*, 2013 WL
8 3233211, *6. In *Cunningham*, the Court detailed the rationale why the Plaintiff bringing the action gets
9 the PAGA payment. Furthermore, as stated above, in *Arias*, the California Supreme Court has held that
10 non-parties are not given notice under the PAGA. As they are not given notice, it is clear that there is no
11 right for them to recover any of the 25% penalties. A California appellate court has stated the same.
12 *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1195 ("If an employee successfully recovers
13 an award of civil penalties, PAGA requires that 75 percent of the recovery be paid to the Labor and
14 Workforce Development Agency, with the remaining 25 percent going to the employee.")

15 E. A Copy Of This Motion Is Being Provided To The LWDA

16 Pursuant to *Labor Code* section 2699 (l)(2), a copy of this motion is being submitted to the
17 California Labor and Workforce Development Agency (LWDA). A supplemental declaration will be
18 submitted attesting to the motion being sent to the LWDA.

19 **V. CONCLUSION**

20 For all of the foregoing reasons, Plaintiff and Defendant respectfully request that this Court (1)
21 approve the settlement payment to be made by Defendant under the Private Attorney General Act and (2)
22 dismiss Plaintiff's Complaint for Violation of the California Labor Code Private Attorneys General Act
23 of 2004, with prejudice.
24
25
26
27
28

1
2 DATED: August 9, 2021

Respectfully Submitted,
LABOR LAW PC

3
4 By: /s/ *Patrick Martinez*
5 Danny Yadidsion, Esq.
6 Patrick D. Martinez, Esq.
7 Attorneys for Plaintiff
8 Aaron Press, as representative of the State of
9 California and the Labor and Workforce
10 Development Agency, and on behalf of himself and
11 other aggrieved employees.
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

1. I am an attorney duly admitted to practice before this Court. I am a partner with LABOR LAW PC, attorneys of record for Plaintiff AARON PRESS (“Plaintiff”). I have personal knowledge of the facts set forth herein and if called as a witness, I could and would competently testify thereto.

3. Prior to this instant lawsuit being filed, Plaintiff filed a class action lawsuit against Defendant on March 20, 2020, in the Los Angeles Superior Court, Case No. 20STCV11331. Defendant removed that action on May 6, 2020, pursuant to the Class Action Fairness Act. Defendant subsequently produced an arbitration agreement that waived class action claims. The class action was subsequently dismissed on June 8, 2020.

5. On or about May 29, 2020, Plaintiff filed a complaint against Defendant, alleging violation California Labor Code Private Attorneys General Act of 2004.

7. Per the PAGA Settlement, Defendant has agreed to pay a total sum of \$20,000 to resolve the PAGA claim. Of this amount, 35% or \$7,000.00 are allocated as attorneys' fees. Plaintiff has incurred costs of \$8,920.90. Of the remaining amount of \$4,079.10: 25% or \$1,019.78 will be paid to all aggrieved employees of Defendant in equal payments; and 75% or \$3,059.32 will be made payable to the "California Labor Workforce Development Agency" pursuant to the terms of the settlement agreement. See Exhibit "A."

1 8. The decision to settle the claims and the settlement amount were based on various factors
2 including: (1) Defendant is a small employer with only a limited number of employees; (2) Defendant
3 vigorously denies the violations of the wage and hour laws which would have entitled Plaintiff to recover
4 penalties under PAGA; (3) the underlying facts of the case are in dispute by Defendant; (4) there will be
5 savings in time and expense by the Parties in not having to litigate the claims for penalties under PAGA
6 against Defendant; (5) there is no guarantee of an outcome on the PAGA claims at trial; (6) the resolution
7 of this dispute will be delayed until trial, and, regardless of the outcome, there is a significant risk of
8 further delay due to potential appeals; (7) statutory law on PAGA is changing which presents a risk
9 regarding prevailing on liability and recovery of damages; and (8) any award of penalties under PAGA is
10 within the discretion of the trial court and can be reduced.

11 9. I have served a copy of this motion on the LWDA by uploading it to that agency's website.
12 Attached as Exhibit "B" is a true and correct copy of the confirmation that it has been uploaded.

13 10. Plaintiff respectfully requests the Court to approve the 35% or \$7,000.00 for attorneys'
14 fees as stated in the Settlement Agreement and \$8,920.90 for costs to my office as a result of litigating
15 this case.

16 11. Plaintiff incurred the following costs, totaling \$8,920.90:

- 17 a. \$75.00 for filing the PAGA complaint with the LWDA (Attached hereto as Exhibit "C" is
18 a true and correct copy of the letter sent to the LWDA which enclosed the check for
19 \$75.00.);
- 20 b. \$1,569.75 for filing the Class Action Complaint in the Los Angeles Superior Court
21 (Attached hereto as Exhibit "D" is a true and correct copy of the invoice from ASAP
22 Legal.);
- 23 c. \$473.00 for filing the instant PAGA action in the Los Angeles Superior Court (Attached
24 hereto as Exhibit "E" is a true and correct copy of the invoice from ASAP Legal.);
- 25 d. \$50.00 filing fees (Attached hereto as Exhibit "F" is a true and correct copy of the invoices
26 from ASAP Legal.);
- 27 e. \$6,700.00 Mediation fee with Winikow Mediation (Attached hereto as Exhibit "G" is a
28 true and correct copy of the invoice.);

1 f. \$38.15 filing fee (Attached hereto as Exhibit "H" is a true and correct copy of the invoice
2 from Nationwide Legal.);

3 g. \$15.00 appearance fee for April 14, 2021 hearing (Attached hereto as Exhibit "I" is a true
4 and correct copy of the receipt.);

5 I declare under penalty of perjury under the laws of the State of California that the foregoing is
6 true and correct. Executed on this 9th day of August, 2021, at Santa Monica, California.

7
8 
9 By: _____
10 Danny Yaddison
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT “A”

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims in the PAGA Action ("Agreement") is entered into by Aaron Press ("Employee"), on one hand, and USA DeBusk LLC ("Employer"), on the other hand. Employee and Employer are referenced collectively herein as "the Parties."

RECITALS

A. WHEREAS, on or about March 20, 2020, Employee filed a lawsuit against Employer in the Los Angeles County Superior Court, Case No. 20STCV11331, which was subsequently removed and then dismissed.

B. WHEREAS, on or about March 20, 2020, Employee sent notice to the California Labor Workforce Development Agency ("LWDA") alleging various violations by Employer. Thereafter, on or about May 29, 2020, Employee filed a lawsuit entitled "Representative Action Complaint for Civil Fines" against Employer under the Private Attorneys General Act ("PAGA") in the Los Angeles County Superior Court, Case No. 20STCV20323 (collectively the "PAGA Action"). In connection with such PAGA Action, Employee brought the claims on behalf of all Employer's non-exempt employees ("Aggrieved Employees").

C. WHEREAS, the Parties mediated this matter on February 26, 2021 with the Honorable Jeff Winikow (Ret.) and the Parties reach resolution during such mediation as outlined below.

D. WHEREAS, Employer denies any and all wrongdoing and/or liability as alleged in the PAGA Action, and further denies any wrongdoing against and/or liability to the Aggrieved Employees. Notwithstanding, the Parties have agreed that it is in their respective best interests to resolve all claims in the PAGA Action given the inherent risks of litigation.

E. WHEREAS, except as expressly set forth herein, and without any admission of wrongdoing or liability by Employer, the Parties now wish to resolve any and all disputes and potential liabilities of Employer and its constituents to the Aggrieved Employees; to compromise, settle and release all claims alleged in or related to the PAGA Action; and to document herein the settlement between the Parties. The Parties acknowledge that they have been given time to consider this Agreement and are entering into it voluntarily and for the purpose of resolving any and all claims.

NOW, THEREFORE, in consideration of the terms, conditions, and promises set forth herein, it is agreed as follows:

TERMS AND SETTLEMENT

1. Joint Motion for Judicial Approval.

a. After this Agreement is fully executed, the Parties will file a joint motion seeking approval of this Agreement with the Superior Court of California for the County of Los Angeles (the "Court") together with a proposed order dismissing the PAGA Action with prejudice.

b. Employer agrees to provide Employee necessary work week data for Employee to include in seeking court approval of the settlement of this PAGA Action. Employee's counsel will prepare and file the necessary paperwork seeking to have the Court approve the PAGA settlement and dismiss that case.

c. Employee will be responsible for providing proper notice to the LWDA of this Agreement and the Joint Motion for Judicial Approval, as well as any final Court Order approving a settlement and/or this Agreement.

d. The Parties and their counsel agree to cooperate in good faith and take any needed actions to obtain final approval of this Agreement to implement the terms and conditions of this agreement.

2. **Dismissal of Claims.** Employee agrees to take all steps to dismiss with prejudice the PAGA Action within 15 days after the Agreement has been approved by the Court.

3. **Non-Admission of Liability.** This Agreement is entered into in compromise of disputed claims. Employee, on behalf of the Aggrieved Employees, acknowledges and agrees that the execution of this Agreement and the payment of consideration hereunder are not and shall not be construed in any way as an admission of wrongdoing or liability on the part of Employer, any of the Releasees (as defined below), or any other person or business entity affiliated with Employer.

4. **Consideration.** In consideration of the execution of this Agreement, and for Employee's performance of the covenants and promises made herein, Employer agrees to pay the gross sum of Twenty Thousand Dollars (\$20,000.00) (the "Settlement Sum") toward full and complete settlement of the PAGA Action. Employer will not contest Employee's attorneys' request for attorneys' fees of up to 35% of the gross sum (\$7,000.00). The gross sum minus the amount which the court awards as attorneys' fees shall be referred to as the "net Settlement Sum." From the net Settlement Sum, Employer shall pay 75% to the LWDA and 25% to the Aggrieved Employees (based on their pro rata share of the workweek data), within 15 days of the Effective Date. The term "Effective Date" refers to the date upon which the Court grants the Parties' joint stipulation approving the Settlement and dismissing the PAGA Action.

Given the size of the pro rata amounts going to the Aggrieved Employees, Employer will add the share of the Settlement Sum going to the Employees as an additional line item on their pay checks, on the soonest reasonably practicable payroll cycle, and provide a declaration to Employee's counsel, under penalty of perjury, that the payments to the Employees have been made.

Each Party shall bear their own attorney's fees and costs. Each party shall likewise take all reasonable steps necessary to fully resolve this matter.

5. **Tax Treatment.** Employee, on behalf of the Aggrieved Employees, understands and agrees that Employer is neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement. Employee, on behalf of the Aggrieved Employees, further agrees that the Aggrieved Employees will assume any such tax obligations or consequences that might arise from this Agreement, and no

Aggrieved Employee shall seek any indemnification from Employer in this regard. The Aggrieved Employees agree that in the event that any taxing body determines that additional taxes are due, Aggrieved Employees acknowledge and assume all responsibility for the payment of any such taxes and agrees to indemnify, defend and hold Employer harmless for the payment of such taxes, and any failure to withhold. Aggrieved Employees further agree to pay, on Employer's behalf, any interest or penalties imposed as a consequence of such tax obligations, and to pay any judgments, penalties, taxes, costs and attorneys' fees incurred by Employer as a consequence of Employee's failure to pay any taxes due. These obligations do not apply to taxes owed by Employer such as payroll taxes.

6. **Release from Aggrieved Employees.** Upon entry of an Order approving the Agreement, the Aggrieved Employees release Employer and all of Employer's past, present and future parent companies, affiliates, subsidiaries, divisions, joint venturers, predecessors, successors, insurers, assigns, consultants, subcontractors, and their employee benefit plans, and the trustees, fiduciaries, and administrators of those plans, and any of their respective current or former stockholders, owners, officers, directors, partners, servants, agents, employees, independent contractors, representatives, attorneys, and all persons acting under, by, through, or in concert with any of them, and each of them (all of whom are referred to in this Agreement as the "Releasees"), from claims that arose during the period of May 20, 2019, through the date that the Court approves the Parties' joint stipulation to dismiss PAGA Action, arising from the claims pled in PAGA Action, or which could have been pled based on the factual allegations in the PAGA Action, including for violations of Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 558.1, 1182.12, 1194, 1194.2, 1197, 1198, 1198.5 2802, and 2698 *et seq.* ("PAGA Released Claims"). Upon entry of the Order approving the Agreement and dismissing the Action, Employee and the Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose between May 20, 2019, and the date that the Court approves this Agreement, against Releasees.

7. **Successors.** This Agreement shall be binding upon the Parties (including, without limitation, the Aggrieved Employees), and their heirs, representatives, executors, administrators, successors, insurers, and assigns, and shall inure to the benefit of each and all of the Releasees, and to their respective heirs, representatives, executors, administrators, successors, and assignees.

8. **Continuing Right to Communicate With Federal and State Agencies.** This Agreement does not release any claims that cannot be released as a matter of law. Moreover, nothing in this Agreement is intended to limit or shall limit, prevent, impede or interfere with the Aggrieved Employees' participation in government investigations, testifying in proceedings brought by a government agency regarding the Employer's past or future conduct, or voluntarily communicating, without prior notice to or approval by the Employer, with the government (including but not limited to, government agencies such as the Securities and Exchange Commission, Equal Employment Opportunity Commission, and the National Labor Relations Board) about a potential violation of law or regulation.

9. **Representations and Warranties.** The Parties to this Agreement represent and warrant as follows:

- a. This Agreement has been voluntarily, deliberately, and knowingly executed;
- b. The Parties received the assistance of counsel in reviewing this Agreement before it was signed;
- c. The Parties have made such investigation of the facts pertaining to this Agreement as they deem necessary to constitute an informed decision;
- d. The terms of this Agreement are contractual and are the result of negotiations; and
- e. The Parties have carefully read this Agreement and the contents hereof are known and understood by them.

10. **No Attorney's Fees and Costs.** Except as otherwise set forth herein, the Parties will bear their own respective costs and fees, including attorneys' fees incurred in connection with the PAGA Action and the negotiation and execution of this Agreement.

11. **Enforcement.** Should any party sue to enforce this Agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and other costs. The Parties consent to the personal jurisdiction of the courts of California in any proceeding to enforce this Agreement, and agree not to interpose any objection or defense based on lack of personal jurisdiction or improper venue in any such proceeding.

12. **No Waiver.** The failure of the Parties, or either of them, to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof, or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

13. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provisions, which shall remain in full force and effect. If any portion of this Agreement is found invalid, such an invalid provision shall be severable from the Agreement and the Parties agree that a full and general release by Employee shall remain valid.

14. **Miscellaneous.**

a. The language of all parts in this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties.

b. The Parties agree and represent that they intend and believe that this Agreement is lawful and enforceable in its entirety. The Parties further agree that, to the extent any portion or paragraph of this Agreement may be held invalid or legally unenforceable by an agency or court of competent jurisdiction, the remaining portions of this Agreement shall not be affected and shall be given full force and effect.

c. Any changes to this Agreement must be in writing and signed by

Employee and an officer of Employer.

d. The headings used herein are for reference only and shall not affect the construction of this Agreement.

e. This Agreement is made and entered into in the State of California and shall in all respects be interpreted and governed under the law of that state.

15. **Counterparts.** This Agreement may be executed in multiple counterpart facsimile or pdf signature pages, each of which shall be deemed an original, and all of which taken together shall constitute one agreement and shall be immediately binding and enforceable upon execution.

16. **Good Faith Compliance.** The Parties agree to cooperate in good faith and to do all things necessary to effectuate this Release and the terms of this Agreement.

17. **Circular 230 Disclaimer.** Each Party to this Agreement 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 advisors, is or was intended to be, nor shall 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 (31 CFR PART 10, as amended); (2) has relied exclusively upon the Party's own independent legal and tax advisors for advice (including tax advice) in connection with this Agreement; (3) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other Party; (4) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the Party; and (5) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies upon disclosure by the Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

Aaron Press

EMPLOYEE

Dated: 04 / 15 / 2021, 2021

USA DEBUSIK LLC
Thomas D Kennedy

EMPLOYER

By its General Mgr
Dated: 4-20, 2021

EXHIBIT “B”

EXHIBIT “C”

Danny Yadidsion, Esq.

310-494-6082 | danny@laborlawpc.com

March 20, 2020

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

To Whom It May Concern:

Enclosed please find a check in the amount of \$75.00 for the following matter:

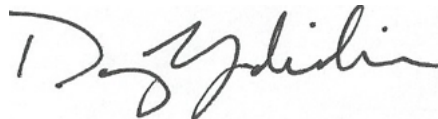
LWDA Case No. LWDA-CM-779398-20

Law Firm : Labor Law PC

Plaintiff Name : Aaron Press

Employer: USA Debusk LLC

Very truly yours,



Danny Yadidsion

EXHIBIT “D”



INVOICE

*** REPRINT ***

Invoice No.	Customer No.
32023217	32268
Inv Date	Total Due
4/15/20	2,194.55

LABOR LAW
100 WILSHIRE BLVD SUITE 700
ATTN: ACCTS PAYABLE
SANTA MONICA, CA 90401

ANY QUESTIONS
CALL ANTHONY HERNANDEZ
TEL# 213.252.2000
TAX ID# 90-0800972

			Customer No.	Invoice No.	Period Ending	Amount Due	Pg			
			32268	32023217	4/15/20	2,194.55	2			
Date	Ord# No.	Svc	Service Detail				Charges	Total		
3/20/20	32082411	SDX	LABOR LAW 100 WILSHIRE BLVD SANTA MONICA CA 90401 Caller: DANNY YADIDSION Case Number: NEW CASE Documents: COMP;SUMM;CCCS;ADDENPLEASE FILE Client/Matter: PRESS V. USA DEBUSK LLC				SPRING STREET COURT 312 NORTH SPRING STREET LOS ANGELES CA 90012 Case Title: PRESS V. USA DEBUSK Signed by: FILED	Base Chg : ADVANCE FE:	45.00 1435.00	1,480.00
SAME DAY FAX/PDF FILING										
4/06/20	32083286	RP	LEGAL SOLUTION ATTORNEY SERVICE LLC 1607 JAMES M WOOD BLVD. LOS ANGELES CA 90015 Caller: DANNY YADIDSION Case Number: 20STCV11331 Documents: S&C SET Client/Matter: PRESS V. USA DEBUSK LLC Pieces/Pages: 34				USA DEBUSK, LLC 818 WEST 7TH STREET LOS ANGELES CA 90017 Case Title: PRESS V. USA DEBUSK ** FILE POS ** Signed by: JESSIE GASTELUM	Base Chg : PDF/Pages :	60.00 4.75	64.75
REGULAR PROCESS										
4/10/20	32083550	NDX	LEGAL SOLUTION ATTORNEY SERVICE LLC 1607 JAMES M WOOD BLVD. LOS ANGELES CA 90015 Caller: DANNY YADIDSION Case Number: 20STCV11331 Documents: PROOF OF SERVICE Client/Matter: PRESS V. USA DEBUSK LLC				SPRING STREET COURT 312 NORTH SPRING STREET LOS ANGELES CA 90012 Case Title: PRESS V. USA DEBUSK Signed by: FILED	Base Chg :	25.00	25.00
NEXT DAY FAX/PDF FILING										
Total Charges for Ref. - PRESS V. USA DEBUSK LLC: 1,569.75										

INVOICE PAYMENT DUE UPON RECEIPT

EXHIBIT “E”



INVOICE

*** REPRINT ***

Invoice No.	Customer No.
32023854	32268
Inv Date	Total Due
5/31/20	806.00

LABOR LAW
100 WILSHIRE BLVD SUITE 700
ATTN: ACCTS PAYABLE
SANTA MONICA, CA 90401

ANY QUESTIONS
CALL ANTHONY HERNANDEZ
TEL# 213.252.2000
TAX ID# 90-0800972

			Customer No.	Invoice No.	Period Ending	Amount Due	Pg		
			32268	32023854	5/31/20	806.00	5		
Date	Ord# No.	Svc	Service Detail				Charges		Total
5/28/20	32085647	EF	LABOR LAW 100 WILSHIRE BLVD SANTA MONICA CA 90401 Caller: PATRICK MARTINEZ Case Number: NEW CASE Documents: COMP,CCCS,SUM,ADDENDFILE/CONFORM/RETURN Client/Matter: PRESS V USA DEBUSK				LASC CENTRAL 111 NORTH HILL STREET LOS ANGELES CA 90012		Base Chg : 25.00 ADVANCE FE: 435.00 Prce Fee : 13.00
E-FILE			Case Title: PRESS V USA DEBUSK Signed by: EFILED						473.00
			Total Charges for Ref. - PRESS V USA DEBUSK:						473.00

INVOICE PAYMENT DUE UPON RECEIPT

EXHIBIT “F”



INVOICE

*** REPRINT ***

Invoice No.	Customer No.
32025335	32268
Inv Date	Total Due
8/31/20	464.25

LABOR LAW
100 WILSHIRE BLVD SUITE 700
ATTN: ACCTS PAYABLE
SANTA MONICA, CA 90401

ANY QUESTIONS
CALL ANTHONY HERNANDEZ
TEL# 213.252.2000
TAX ID# 90-0800972

			Customer No.	Invoice No.	Period Ending	Amount Due	Pg		
			32268	32025335	8/31/20	464.25	6		
Date	Ord# No.	Svc	Service Detail					Charges	Total
8/26/20	32090529	EF	LABOR LAW 100 WILSHIRE BLVD SANTA MONICA CA 90401 Caller: PATRICK MARTINEZ Case Number: 20STCV20323 Documents: NTC OF CASE REASSGNMFILE/CONFORM/RETURN Client/Matter: PRESS V USA DEBUSK					Base Chg : 25.00	25.00
E-FILE			LASC CENTRAL 111 NORTH HILL STREET LOS ANGELES CA 90012 Case Title: PRESS V USA DEBUSK Signed by: EFILED						
			Total Charges for Ref. - PRESS V USA DEBUSK:					25.00	

INVOICE PAYMENT DUE UPON RECEIPT



INVOICE

*** REPRINT ***

Invoice No.	Customer No.
32024265	32268
Inv Date	Total Due
6/30/20	3,074.10

LABOR LAW
100 WILSHIRE BLVD SUITE 700
ATTN: ACCTS PAYABLE
SANTA MONICA, CA 90401

ANY QUESTIONS
CALL ANTHONY HERNANDEZ
TEL# 213.252.2000
TAX ID# 90-0800972

			Customer No.	Invoice No.	Period Ending	Amount Due	Pg		
			32268	32024265	6/30/20	3,074.10	11		
Date	Ord# No.	Svc	Service Detail					Charges	Total
6/23/20	32086724	EF	LABOR LAW 100 WILSHIRE BLVD SANTA MONICA CA 90401 Caller: PATRICK MARTINEZ Case Number: 20STCV20323 Documents: POS Client/Matter: PRESS V. USA DEBUSK					Base Chg : 25.00	25.00
E-FILE			LASC CENTRAL 111 NORTH HILL STREET LOS ANGELES CA 90012 Case Title: PRESS V. USA DEBUSK Signed by: EFILED						
			Total Charges for Ref. - PRESS V. USA DEBUSK:					25.00	

INVOICE PAYMENT DUE UPON RECEIPT

EXHIBIT “G”

Winikow Mediation

1658 Comstock Ave.
Los Angeles, CA 90024
310-780-1708
laura@winikowmediation.com

INVOICE

BILL TO
Danny Yadidsion
Labor Law PC
100 Wilshire Blvd, Suite 700
Santa Monica, CA 90401

INVOICE 1893
DATE 12/03/2020
TERMS Net 30
DUE DATE 01/02/2021

	AMOUNT
Press v. USA Debusk, LLC	6,700.00
Press portion of mediation fee 2/26/21	

Payment may be made by paper check sent to
1658 Comstock Ave., Los Angeles, CA 90024 OR by
electronic check via invoice link

BALANCE DUE **\$6,700.00**

EXHIBIT “H”

PHONE (213) 249-9999

Invoice No.	Customer No.
00000025058	LA2039
INVOICE DATE:	Total Due
1/6/2021	\$ 2,452.20

PLEASE MAKE REMITTANCE TO:

LABOR LAW
100 Wilshire Blvd, Suite 700
Santa Monica, CA 90401
T (310) 494-6082

Nationwide Legal, LLC
1609 James M Wood Blvd
Los Angeles, CA 90015
TAX ID # 20-8284527

Customer No.	Invoice No.	Period Ending	Amount Due	Page
LA2039	00000025058	1/6/2021	\$ 2,452.20	4

Date	Order No	Service Detail	Charges	Units	Total
12/2/2020	LA105765	LABOR LAW 100 Wilshire Blvd, Suite 700 Santa Monica, CA 90401 Caller: Patrick Martinez Case Number: 20STCV20323 Case Title: AARON PRESS vs. USA DE BUSK Docs: CASE MANAGEMENT STATEMENT Attorney Name:	LOS ANGELES COUNTY SUPERIOR COURT 111 N. HILL STREET LOS ANGELES, CA 900123117 Client/Matter: AARON PRESS Description: Please file the attached in Stanley Mosk. Thank you.	E-Filing : Transaction Fees : Total:	\$ 30.00 \$ 8.15 \$ 38.15
			Total Charges for Ref. - AARON PRESS:		\$ 38.15

INVOICE PAYMENT DUE UPON RECEIPT

EXHIBIT “I”



SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES

This is a receipt for **Danny Yadidsion** from **Los Angeles Superior Court**. The details of the payment are shown below.

Payment Receipt

Payment Date: 4/19/2021 6:03:57 PM

Amount: \$15.00

Appearance Type: Remote Audio Appearance

Hearing Date: 04/14/2021 9:00 AM

Payment Transaction ID: 149678520

Attendee Name: Christopher Epsha

Case Number: 20STCV20323

Case Title: AARON PRESS, ON BEHALF OF HIMSELF AND ALL OTHERS SIMILARLY SITUATED vs USA DEBUSK, LLC, A LIMITED LIABILITY COMPANY, et al.

Party Name: Aaron Press, on behalf of himself and all others similarly situated

Event(s): Case Management Conference

For payment issues: (213) 830-0400