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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

10 TEISSY ANGEL RAMIREZ,

11 *Plaintiff,*

12 vs.

13 CONGREGATE CONNECT LLC;
14 KADIJAH SHANEL BRANSON; and
15 DOES 1 to 25, inclusive

16 *Defendant(s).*

Case No.: 21STCV03906

**DECLARATION OF HAROUT
MESSRELIAN IN SUPPORT OF
STIPULATION FOR APPROVAL OF PAGA
SETTLEMENT AND RELEASE**

Action filed: 2/1/2021

FSC: Not set

Trial: Not set

Department: 74, Hon. Michelle
Williams Court

Submitted Herewith Under Separate Cover:

1. Stipulation for Approval of PAGA Settlement and Release; and
2. [Proposed] Order

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DECLARATION OF HAROUT MESSRELIAN IN SUPPORT OF
STIPULATION OF SETTLEMENT AND RELEASE

I, HAROUT MESSRELIAN, declare and state as follows:

1. I am an attorney duly licensed to practice before all the Courts of the State of California. I am the managing attorney of Messrelian Law Inc. and the attorney of record for Plaintiff Teissy Angel Ramirez (individually, "Ramirez" or "Plaintiff") in her lawsuit against Defendants Congregate Connect, LLC and Kadajah Shanel Branson ("Congregate" or "Defendant").

2. I am experienced in handling employment law matters and specifically wage and hour cases, including PAGA claims. I have been practicing law since 2010. In my representation of employees, I have handled several individual and representative cases on behalf of employees with claims of minimum wages, overtime violations, as well as other wage claims, including meal breaks and rest breaks.

3. Except as otherwise indicated, I have personal knowledge of all matters set forth herein and, if called as a witness, could and would competently testify thereto under oath.

Factual and Procedural Background

4. Defendant CONGREGATE is a company that provides caregivers to work in families' private homes. Plaintiff was hired to work for CONGREGATE through a Regional Center contract as a personal attendant caregiver on or around November 2019. Plaintiff's at-will employment with CONGREGATE ended on or around August 5, 2020. At all times during her employment, Plaintiff was considered an hourly, non-exempt employee.

5. Plaintiff complied with the procedures of Labor Code § 2699.3 for bringing suit under the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* ("PAGA"). On September 21, 2020, Plaintiff, on behalf of herself and Defendants' other California non-exempt hourly employees (hereafter collectively the "Aggrieved Employees") gave written notice by electronic service to the California Labor and Workforce Development Agency ("LWDA") and via certified mail to Defendants of her claims against Defendants. In her notice to the LWDA, Plaintiff asserted on behalf of herself and the Aggrieved Employees that Defendant (1) failed to compensate for all hours worked and to pay minimum wages (Labor Code Sections 1194, 1197, 1197.1); (2) failed to pay overtime compensation (Labor Code Section 510); (3) failed to provide rest breaks (Labor Code Section 226.7); (4) failed to

1 provide meal breaks (Labor Code Sections 512, 226.7); (5) failed to timely pay wages due
2 during employment (Labor Code Section 204); (6) failed to provide accurate itemized wage
3 statements (Labor Code Section 226); (7) failed to keep accurate and complete payroll records
4 (Labor Code Section 1174/1174.5); (8) failed to pay wages at the end of employment (Labor
5 Code section 203); (9) failed to reimburse business expenses (Labor Code Sections 2800,
6 2802); (10) failed to provide sick pay (Labor Code Sections 232,246); and (11) failed to
7 provide worker's compensation insurance (Labor Code section 3700.5). A true and correct
8 copy of this letter is attached as **Exhibit 1** to this Declaration. Plaintiff filed her initial lawsuit
9 on February 1, 2021 in the Superior Court for the State of California, County of Los Angeles,
10 Case No. 21STCV03906, alleging as follows: (1) Failure to Compensate for all Hours
11 Worked; (2) Failure to Pay Minimum Wages; (3) Failure to Pay Overtime; (4) Failure to
12 Provide Accurate Wage Statements; (5) Failure to Pay Wages When Employment Ends; (6)
13 Failure to Pay Wages Owed Every Pay Period; (7) Violation of Labor Code Section 558; (8)
14 Failure to Maintain Accurate Records; (9) Failure to Give Rest Breaks; (10) Failure to Give
15 Meal Breaks; (11) Failure to Reimburse Business Expenses; (12) Private Attorneys General
16 Act (PAGA); and (13) Violation of California Business & Professions Code Section 17200.

17 6. According to Defendant's records, it has employed 65 Aggrieved Employees
18 from November 29, 2019 through the present, which is the applicable PAGA period (through
19 court approval), and that there are paychecks issued for a total of approximately 375 pay periods
20 worked (as of the September 15, 2021 mediation date).

21 7. Defendant denies any liability or wrongdoing of any kind whatsoever associated
22 with the lawsuit and the Representative PAGA Claim. It is the desire of the Parties to fully,
23 finally, and forever compromise, and discharge all claims known or unknown related to those
24 alleged in Plaintiff's lawsuit.

25 8. On September 15, 2021, the Parties attended a full day mediation session with
26 experienced mediator Honorable Steven R. Denton of Judicate West. At the mediation, the
27 Parties agreed to settle the entire action, including Plaintiff's Twelfth Cause of Action for
28 violation of Labor Code § 2698, *et seq.* (the "Representative PAGA Claim"). Before agreeing
to the terms of the Settlement, the Parties engaged in informal discovery regarding Defendant's
policies, practices, operations, time and payroll information and other topics. In advance of
mediation, Defendant produced Plaintiff's personnel file, including time and payroll data for

1 Plaintiff and also produced the time records and payroll records for a sample of 15 aggrieved
2 employees. Through extensive arm's length negotiations at the mediation and only after
3 discovery and investigation were performed, the Parties agreed to settlement terms.

4 9. The Parties conducted investigation of the facts and law before the lawsuit was
5 filed. Counsel for the Parties have further investigated the applicable law as applied to the facts
6 discovered regarding Plaintiff's claims, the defenses thereto, and the Labor Code violations
7 claimed by Plaintiff. Based on their own independent investigations and evaluations, the Parties
8 and their respective counsel are of the opinion that the Settlement for the consideration and on
9 the terms set forth in this Stipulation are fair, reasonable and adequate and are in the best interests
10 of Plaintiff, the Aggrieved Employees, and Defendant in light of all known facts and
11 circumstances and the risks inherent in litigation, especially in this pandemic era when most
12 businesses are struggling to remain afloat, much less prosper and make a large profit.

13 10. The Parties further recognize that the issues presented in the Representative
14 PAGA Claim are likely only to be resolved with extensive and costly pretrial and trial
15 proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay,
16 and expense disproportionate to the maximum potential benefits, especially in light of the
17 pandemic era and the business climate.

18 11. Plaintiff alleges that the strongest claims are that Plaintiff and other Aggrieved
19 Employees were not paid timely per Labor Code section 204 in that paychecks were received
20 later than 7 days after the end of the pay period and that Plaintiff and others were not properly
21 reimbursed for business expenses, i.e., use of personal cell phones for work purposes. In terms
22 of Plaintiff's other claims for overtime compensation, meal breaks, and rest breaks, Defendant
23 has arguments that Plaintiff and others would not be entitled to overtime, meal breaks, or rest
24 breaks by virtue of working as a personal attendant under Wage Order 15. Moreover, Defendant
25 has a further argument that Plaintiff and others are not entitled to overtime compensation since
26 they worked through a Regional Center. Additionally, the other causes of action and associated
27 PAGA claims are derivative to the meal break, rest break, and failure to pay all wages allegations.

28 12. Plaintiff contends that the civil penalty statutes applicable to the Representative
PAGA Claim are Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2802 and 2699(f)(2). Under
these civil penalty statutes, an employee who suffers a Labor Code violation may be awarded a
sum of money for each pay period in which he or she was underpaid. However, under Labor

1 Code § 2699(e)(2), the Court can reduce an award of civil penalties if the award is unjust,
2 arbitrary, oppressive, or confiscatory.

3 13. Under the civil penalty formulas applicable under PAGA, Plaintiff estimated a
4 maximum exposure of approximately \$75,000 for civil penalties for Plaintiff's strongest disputed
5 claims of failure to timely pay wages under Labor Code Section 204 (\$100 penalty multiplied by
6 375 pay periods, which equals \$37,500) and failure to reimburse business expenses pursuant to
7 Labor Code Section 2802 (\$100 penalty multiplied by 375 pay periods, which equals \$37,500).
8 Plaintiff's estimate presumes that the Court will find Defendant liable for the maximum possible
9 civil penalty for failure to timely pay wages and failure to reimburse business expenses for every
10 paycheck Defendant issued to the Aggrieved Employees; and not reduce the penalty award as
11 unjust, arbitrary, oppressive, or confiscatory. In addition, Plaintiff's estimate presumes that every
12 single one of the 65 employees received late payment and was not reimbursed for reasonable and
13 necessary business expenses during every single pay period over the last several years. This is a
14 highly unlikely result and not in line with reality.

15 14. Moreover, Plaintiff is aware of no California state courts awarding Plaintiff
16 multiple PAGA penalties for the same violation for the same pay period under different Labor
17 Code provisions. As such, one of the risks Plaintiff faces is that the Court would refuse to "stack"
18 civil penalties arising under the various Labor Code statutes. Furthermore, judges have awarded
19 extremely small sums to PAGA claimants in the past. In addition, Defendant would make an
20 argument under *Naranjo v. Spectrum Security Services, Inc.*, 40 Cal. App. 5th 444 (Cal. App. 2d
21 Dist., Sept. 26, 2019) and other similar cases, that business expense reimbursements are not a
22 predicate for civil penalties for improper wage statements and untimely final wages under Labor
23 Code secs.201-203, 226, 226.3, and 2699. Defendant also adamantly disputes all of Plaintiff's
24 allegations in the operative Complaint.

25 15. The source of penalties available is under PAGA, which allows employees to seek
26 civil penalties for certain violations of the Labor Code so long as the penalties are not unjust,
27 arbitrary, oppressive, or confiscatory. There are no State Court decisions under the PAGA to date
28 with substantial awards of civil penalties. There is a substantial risk that the Court could reduce
civil penalties to an insignificant amount if it is unpersuaded by Plaintiff's evidence of willful
and intentional conduct. The PAGA expressly counsels against such awards. See Lab. Code §
2699(e)(2) ("...a court may award a lesser amount than the maximum civil penalty amount

1 specified by this part if, based on the facts and circumstances of the particular case, to do
2 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.”).
3 Further, although, class certification is not required for a PAGA claim, Defendant could contend
4 that Plaintiff should show that the PAGA claims are manageable.

5 16. Defendant could also convince the Court to dismiss the claims due to
6 unmanageability. In *Ortiz v. CVS Caremark Corp.*, the court dismissed a PAGA claim because it
7 was unmanageable. 2014 WL 1117614, at *3–4 (N.D. Cal. 2014). The Ortiz court cited the
8 “multitude of individualized assessments” that case would have required in ordering dismissal.
9 *Id.* at *4. Several other courts have adopted *Ortiz*, and dismissed PAGA claims where, as here,
10 there are a large number of allegedly aggrieved individuals whose claims require individual
11 assessments. *See, e.g., Litty v. Merrill Lynch & Co.*, 2014 WL 5904904, at *3 (C.D. Cal. 2014);
12 *Bowers v. First Student, Inc.*, 2015 WL 1862914, at *4 (C.D. Cal. 2015); *see also Stafford v.*
13 *Dollar Tree Stores, Inc.*, 2014 WL 6633396, at *2–4 (E.D. Cal. 2014) (bifurcating trial of
14 plaintiff’s claim from representative claims: “in light of the number of potential aggrieved
15 employees, judicial economy favors deferring the representative portion of the PAGA claim”);
16 *Amey v. Cinemark USA Inc.*, 2015 WL 2251504, at *16 (N.D. Cal. May 13, 2015). DS, ¶ 24. The
17 risk of an unmanageable trial is heightened in a representative PAGA claim because the burden
18 of proof rests with the plaintiff to establish violations of the Labor Code “with respect to each and
19 every individual on whose behalf [they] seek[] to recover civil penalties.” *Molina v. Dollar Tree*
20 *Stores, Inc.*, 2013 U.S. Dist. LEXIS 138642, at *33-34 (C.D. Cal. Aug. 9, 2013); *Hibbs-Rines v.*
21 *Seagate Techs, LLC*, 2009 WL 513496, at *4 (N.D. Cal. Mar. 2, 2009). Moreover, in a PAGA
22 case the plaintiff must prove liability with respect to “each and every individual” through
23 representative evidence – but without sacrificing the defendant’s due process right to present
24 proof of their affirmative defenses. *Elkins v. Superior Court*, 41 Cal. 4th 1337, 1357 (2007);
25 *Walmart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2561 (2011); *Duran v. U.S. Bank Nat’l Ass’n*, 59
26 Cal. 4th 1, 33-34 (2014). Plaintiff is required to establish a violation of the Labor Code in each
27 pay period of each and every one of the approximately 65 employees. The Court could find that
28 this is an impractical task and require the Eligible Employees to bring individual claims instead
of a PAGA representative claim.

1 17. The Parties further recognize that the issues presented in the Representative
2 PAGA Claim are likely only to be resolved with extensive and costly pretrial and trial
3 proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay,
4 and expense disproportionate to the maximum potential benefits to the Subject Employees and
5 Plaintiff from continued litigation, especially in the pandemic era where further and extensive
6 litigation may cause businesses such as CONGREGATE to shut down for good, resulting in no
7 monetary compensation to Plaintiff, Plaintiff's attorneys, other Aggrieved Employees, and the
8 State of California.

9 18. The settlement of the Representative PAGA Claim involves monetary relief to all
10 Aggrieved Employees, Plaintiff, her attorneys, and the State of California.

11 19. While the evidence gathered through Plaintiff's discovery allegedly supports the
12 merits of some of the claims asserted in this lawsuit, Plaintiff recognizes that continued litigation
13 presents significant risks that support a significant downward departure from Plaintiff's estimated
14 civil penalties amount. In view of the risks, the Settlement represents a fair, adequate, and
15 reasonable compromise amount for these claims and is in the best interest of Plaintiff and Eligible
16 Employees and thus, warrants approval. *See Laguna v. Coverall N. Am., Inc.*, Case No. 12-55479
17 (9th Cir. June 3, 2014) 2014 WL 2465049, * 3. The Parties stipulate and agree that the Stipulation
18 and its terms are fair, just, reasonable, adequate, and equitable to Defendant, Plaintiff, and the
19 State, especially in light of the current economic climate, and are the product of good faith, and
20 informed arms-length negotiations between the Parties consistent with public policy and fully
21 comply with applicable provisions of law.

22 20. As such, the settlement of PAGA penalties in the gross sum of \$35,000.00, of
23 which 75% of the net amount after attorney's fees (\$11,666), attorney costs (\$5,193.61), and
24 administrator costs (\$2,250.00), which equals \$11,917.79 will be paid to the LWDA and 25% ,
25 which equals \$3,972.60 will be distributed to the Aggrieved Employees, is reasonable and
26 appropriate under the circumstances.

27 *Attorneys' Fees and Costs*

28 21. I represent Plaintiff on a straight contingency basis. My firm's request for
\$11,666.00 in attorney fees and \$5,193.61 in litigation costs is fair and reasonable. The litigation
costs are compromised of the lawsuit filing fee of \$454.22, PAGA initial filing fee of \$75.00, a

1 mediation fee of \$4,150.00 (for Plaintiff's portion of the mediation); court connect fee of \$15.00;
2 jury fees of \$161.39; expert data analysis fee of \$250.00; and service of lawsuit costs of \$88.00.

3 ***Plaintiff's Additional Released Claims***

4 22. Plaintiff entered into a confidential individual settlement agreement with
5 Defendant to settle her individual claims. As part of this confidential agreement, Plaintiff also
6 provided Defendant with a general release of all claims, whether known or unknown, including
7 unknown claims covered by Civil Code Section 1542. Plaintiff will provide the individual
8 settlement to the Court upon request.

8 ***Notice of Settlement to the LWDA***

9 23. Pursuant to Lab. Code § 2699(1)(2), Plaintiff submitted a copy of the Settlement
10 with the LWDA at the same time the Settlement is being filed with the Court. True and correct
11 copies of Plaintiff's submission with the LWDA and the confirmation email are collectively
12 attached as **Exhibit 2** to this declaration.

13 I declare under the penalty of perjury of the laws of the State of California that the
14 foregoing is true and correct to the best of my knowledge.

15 Executed on November 9, 2021, at Glendale, California.

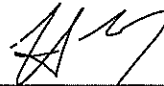
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18 _____
19 HAROUT MESSRELIAN,
20 Declarant
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EXHIBIT 1



MESSRELIAN LAW
ATTORNEYS AT LAW

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VIA ELECTRONIC FILING

September 21, 2020

California Labor & Workforce Development Agency (LWDA)
Attn. PAGA Administrator
800 Capitol Mall, MIC-55
Sacramento, California 95814

VIA U.S. CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

CONGREGATE CONNECT, LLC
c/o ROBERT COLE
3701 STOCKER ST., SUITE 309
LOS ANGELES, CA 90008

KADIJAH SHANEL BRANSON
3701 STOCKER ST., SUITE 309
LOS ANGELES, CA 90008

**TEISSY ANGEL RAMIREZ v. CONGREGATE CONNECT, LLC; KADIJAH SHANEL
BRANSON**

RE: PRIVATE ATTORNEYS GENERAL ACT

To Whom It May Concern:

Please be informed that Ms. Teissy Angel Ramirez ("Ms. Ramirez" or "our client") seeks penalties on behalf of the State of California and all current and former non-exempt or hourly paid California employees ("aggrieved employees") who worked for CONGREGATE CONNECT, LLC and KADIJAH SHANEL BRANSON (hereinafter collectively referred to as "CONGREGATE CONNECT") during the relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA"). The purpose of this letter is to comply with the statutory requirements of California Labor Code section 2699.3 and shall constitute notice of the same. Moreover, KADIJAH SHANEL BRANSON is being included in this PAGA notice pursuant to Labor Code Section 558.1 as she is the managing agent/member of the LLC and controlled the wages, hours, working conditions of Ms. Ramirez and other similarly situated aggrieved employees.

Ms. Ramirez started working for CONGREGATE CONNECT on or around November 2019 as a caregiver. Ms. Ramirez was classified as an hourly, non-exempt employee and her last day worked was on August 4, 2020. Ms. Ramirez resigned on August 5, 2020. Ms. Ramirez's duties as a caregiver entailed going to patient's homes and cooking, cleaning, doing grocery shopping, taking the patient to doctor's appointments, and essentially helping the patient with their



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activities of daily living. Ms. Ramirez was paid \$15/hour as her latest rate of pay. Ms. Ramirez was also paid by personal checks at times as opposed to company checks. Ms. Ramirez's scheduled hours varied, however, she generally worked 5 days per week either from 8am to 4pm or 2pm to 10pm.

It is our position that CONGREGATE CONNECT has violated the following Labor Code Sections against Ms. Ramirez and other similarly situated aggrieved employees:

CONGREGATE CONNECT did not provide Ms. Ramirez and other similarly situated aggrieved employees with the minimum wages to which they were entitled for all work performed and did not compensate her and others for all hours worked pursuant to California Labor Code sections 1194, 1197 and 1197.1. This is so because Ms. Ramirez and others were not paid for all hours worked and consistently worked "off the clock". This is so because Ms. Ramirez has still not received her final paycheck for the hours she worked between July 16, 2020 and August 4, 2020. Ms. Ramirez has unequivocal that she worked and provided services on those dates (including July 16, July 20-24, July 27-31, August 3, and August 4) but CONGREGATE CONNECT has not paid her for all that time and for all hours worked. Moreover, Ms. Ramirez and others would be working "off the clock" in that they would be on the phone with their patient's doctors and with the doctor's offices outside of Ms. Ramirez's normal scheduled hours. The purpose of speaking to the patient's doctor was to provide information and to get information in facilitating the appointments and follow-up care/instructions.

CONGREGATE CONNECT also violated Labor Code §510 because it failed to pay our client and other similarly situated aggrieved employees overtime, even though they worked more than 8 hours per day and/or 40 hours per week throughout their employment. This is so because CONGREGATE CONNECT did not compensate Ms. Ramirez for all hours worked as alleged above, which would translate into Ms. Ramirez and others not being paid overtime compensation for overtime hours worked. Moreover, as an example, Ms. Ramirez paystub for the period from July 1, 2020 to July 15, 2020 shows that Ms. Ramirez worked 82.5 hours, however, there is no indication of overtime hours or pay even though Ms. Ramirez must have worked over 40 hours per during one of the work weeks in that pay period. As such, Ms. Martinez and other similarly situated aggrieved employees worked more than 8 hours per day and/or 40 hours per week, however, they were not compensated for their overtime hours.

CONGREGATE CONNECT also violated Labor Code § 226.7 and the appropriate Industrial Welfare Commission Wage Order (Wage Order no. 15) because it failed to provide similarly situated aggrieved employees with 10-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. CONGREGATE CONNECT did not completely relieve aggrieved employees of all duty during said rest periods. CONGREGATE CONNECT did not pay to aggrieved employees one additional hour of pay at their regular rate of compensation for each workday that one or more statutory rest periods was not provided. It was not company policy and not part of the culture for employees to take rest breaks and it was not something that was discussed by management and reiterated to all employees. As such, the culture at CONGREGATE CONNECT did not lend itself to the employees receiving statutory rest breaks wherein they were relieved of all work duties.



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CONGREGATE CONNECT violated Labor Code §§ 512 and 226.7 along with the appropriate Industrial Welfare Commission Wage Order (Wage Order no. 15) because it failed to provide Ms. Ramirez and others the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment. CONGREGATE CONNECT did not completely relieve Ms. Ramirez and others of all duty during said meal periods. CONGREGATE CONNECT did not pay to Ms. Ramirez and others one additional hour of pay at Ms. Ramirez's regular rate of compensation for each workday that one or more statutory meal periods was not provided. Like the rest breaks, receiving a thirty-minute uninterrupted meal break was not part of the culture and was not strictly enforced by CONGREGATE CONNECT. It was the normal practice and custom of CONGREGATE CONNECT not to authorize, permit, and enforce statutory meal periods. Ms. Ramirez is not aware of signing any "On Duty Meal Period Agreement" and even if she did, it would not be valid and enforceable since the nature of Ms. Ramirez's job did not prevent her from relieved of all duty and taking an uninterrupted meal period. As such, Ms. Ramirez and others did not receive statutory, uninterrupted meal breaks wherein she was relieved of all work duties.

Furthermore, during the relevant time period and due to allegations above, CONGREGATE CONNECT failed to pay Ms. Ramirez and others all wages due to them within any time period specified by California Labor Code section 204. Additionally, per California Labor Code Section 204, employees such as Ms. Ramirez were paid late. The law dictates that employees who work between the 1st and 15th and between the 16th and the end of the month are to receive their paychecks within 7 days of the end of the payroll period. Consequently, and going back to the previous example, for the pay period from July 1, 2020 to July 15, 2020, Ms. Ramirez and others were supposed to be paid by July 22, 2020, however, they were paid on August 3, 2020, which is illegal and in contravention of California law.

CONGREGATE CONNECT was also in violation of California Labor Code section 226(a), by failing to provide accurate, itemized wage statements and include pertinent information on the wage statements, including but not limited to, all hours worked (minimum wages and overtime), the applicable hourly rates, the legal name and address of the employer, gross wages earned, net wages earned, premium pay for the missed meal and rest breaks, and the correct start and end of each pay period and pay date, among others. As such, CONGREGATE CONNECT did not provide Ms. Ramirez and other similarly situated aggrieved employees with complete, accurate itemized wage statements.

During the relevant time period, CONGREGATE CONNECT also failed to keep accurate and complete payroll records showing the actual hours worked per day and the wages paid to Ms. Ramirez and others pursuant to California Labor Code sections 1174(d).

CONGREGATE CONNECT also violated Labor Code § 203 because it willfully failed to pay our client and other similarly situated aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include minimum wages and compensation for all hours worked, overtime, premium pay for missed meal and rest breaks, and business expense reimbursement, among others.



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Additionally, during the relevant time period, Ms. Ramirez and others incurred necessary, business-related expenses and costs that were not reimbursed by CONGREGATE CONNECT. These costs include, but are not limited to, use of personal cell phones for work purposes, including dealing with the patient's doctor's offices as indicated above. Additionally, Ms. Ramirez and others bought food items for their patients for which they were not reimbursed. Furthermore, Ms. Ramirez and others had to buy items to keep them safe in the covid-19 era, including gloves, sanitizer, and facemasks, and were not reimbursed for those items. Accordingly, CONGREGATE CONNECT was in violation of California Labor Code sections 2800 and 2802.

Moreover, CONGREGATE CONNECT failed to provide sick pay pursuant to Labor Code section 246 and also failed to provide Worker's Compensation coverage for Ms. Ramirez and other aggrieved employees in violation of Labor Code Section 3700.5.

Furthermore, we believe your company has also violated Labor Code Section 558 and has engaged in business practices which violate Business and Professions Code Section 17200.

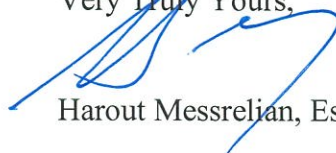
Each of the aforementioned violations, except the violations for inaccurate pay statements under Labor Code section 226(a), is among the enumerated serious violations set forth in Labor Code § 2699.5, for which there is no statutory right to cure.

Please take notice that, based upon the above-mentioned violations, and in addition to the penalties provided by those specific sections themselves, Ms. Ramirez also intends to seek penalties under the following Labor Code sections which themselves are inviolable but provide for recovery of penalties for violating one or more of the above-mentioned Labor Code sections: Labor Code §§ 558, 226.3, 1197.1.

Should your agency choose not to pursue this matter, this law office intends to vigorously prosecute the aforementioned Labor Code violations on its behalf and vindicate the rights of all employees who have been subjected to these same Labor Code violations by CONGREGATE CONNECT.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you in advance for your attention to this matter.

Very Truly Yours,



Harout Messrelian, Esq.

EXHIBIT 2