

1 HAROUT MESSRELIAN (SBN: 272020)  
2 MESSRELIAN LAW INC.

3 500 N. Central Ave., Suite 840  
4 Glendale, CA 91203

5 Telephone: (818) 484-6531

6 Facsimile: (818) 956-1983

7 Attorneys for Plaintiff TEISSY ANGEL RAMIREZ

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

9 **FOR THE COUNTY OF LOS ANGELES**

10 TEISSY ANGEL RAMIREZ,

11 *Plaintiff,*

12  
13 vs.

14 CONGREGATE CONNECT LLC;  
15 KADIJAH SHANEL BRANSON; and  
16 DOES 1 to 25, inclusive  
17 *Defendant(s).*

Case No.: 21STCV03906

**STIPULATION FOR APPROVAL OF PAGA  
SETTLEMENT AND RELEASE**

Action filed: 2/1/21

Department: 74, Hon. Michelle  
Williams Court

Submitted Herewith Under Separate Cover:

- 22 1. Declaration of Harout Messrelia In Support of  
23 Stipulation of PAGA Settlement and Release; and  
24 2. [Proposed] Order

1                   **I. INTRODUCTION**

2                   Plaintiff Teissy Angel Ramirez (“Plaintiff”) and Defendants CONGREGATE  
3                   CONNECT LLC and KADIJAH SHANEL BRANSON (“CONGREGATE” or “Defendant(s)”) have reached an agreement to settle the above-captioned action (the “Action”). The parties have  
4                   memorialized the terms of this settlement in a Settlement Agreement (the “Settlement Agreement”). Attached as “**Exhibit A**” is a copy of the PAGA Settlement Agreement. By this  
5                   Stipulation and pursuant to California Labor Code § 2699(l), Plaintiff seeks an order permitting settlement on the terms outlined in the Settlement Agreement. Plaintiff and Defendants are  
6                   collectively referred to as the “Parties” and any one of them individually may be referred to as a  
7                   “Party.”

8                   Defendants adamantly deny any liability or wrongdoing of any kind whatsoever  
9                   associated with the Action, and further deny that, for any purpose other than settling the Action, the Action is appropriate for representative treatment. It is the desire of the Parties to fully,  
10                  finally, and forever compromise and discharge all claims known or unknown related to those  
11                  alleged in the Action.

12                   **II. ALLEGATIONS AND INVESTIGATION**

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

18                  B. Plaintiff complied with the procedures of Labor Code § 2699.3 for bringing suit  
19                  under the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*  
20                  (“PAGA”). On September 21, 2020, Plaintiff, on behalf of herself and Defendants’ other  
21                  California non-exempt hourly employees (hereafter collectively the “Aggrieved Employees”) gave written notice by electronic service to the California Labor and Workforce Development  
22                  Agency (“LWDA”) and via certified mail to Defendants of her claims against Defendants. In  
23                  her notice to the LWDA, Plaintiff asserted on behalf of herself and the Aggrieved Employees  
24                  that Defendant (1) failed to compensate for all hours worked and to pay minimum wages  
25                  (Labor Code Sections 1194, 1197, 1197.1); (2) failed to pay overtime compensation (Labor  
26                  Code Section 510); (3) failed to provide rest breaks (Labor Code Section 226.7); (4) failed to  
27

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). Plaintiff filed her  
8 initial lawsuit on February 1, 2021 in the Superior Court for the State of California, County of  
9 Los Angeles, Case No. 21STCV03906, alleging as follows: (1) Failure to Compensate for all  
10 Hours Worked; (2) Failure to Pay Minimum Wages; (3) Failure to Pay Overtime; (4) Failure  
11 to Provide Accurate Wage Statements; (5) Failure to Pay Wages When Employment Ends; (6)  
12 Failure to Pay Wages Owed Every Pay Period; (7) Violation of Labor Code Section 558; (8)  
13 Failure to Maintain Accurate Records; (9) Failure to Give Rest Breaks; (10) Failure to Give  
14 Meal Breaks; (11) Failure to Reimburse Business Expenses; (12) Private Attorneys General  
15 Act (PAGA); and (13) Violation of California Business & Professions Code Section 17200.

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

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

24 E. On September 15, 2021, the Parties attended a full day mediation session with  
25 experienced mediator Honorable Steven R. Denton of Judicate West. At the mediation, the  
26 Parties agreed to settle the entire action, including Plaintiff's Twelfth Cause of Action for  
27 violation of Labor Code § 2698, *et seq.* (the "Representative PAGA Claim"). Before agreeing  
28 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  
Plaintiff and also produced the time records and payroll records for a sample of 15 aggrieved

1 employees. Through extensive arm's length negotiations at the mediation and only after  
2 discovery and investigation were performed, the Parties agreed to settlement terms.

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

11 G. The Parties further recognize that the issues presented in the Representative  
12 PAGA Claim are likely only to be resolved with extensive and costly pretrial and trial  
13 proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay,  
14 and expense disproportionate to the maximum potential benefits, especially in light of the  
15 pandemic era and the business climate. *See* Declaration of Harout Messrelian, Plaintiff's  
counsel, at paragraph 10, filed concurrently.

### 16 **III. FAIRNESS OF THE SETTLEMENT**

17 A. While this *Teissy Angel Ramirez* lawsuit has a Representative PAGA Claim, the  
18 Parties are not obligated to follow the class action procedural rules for obtaining approval of this  
19 settlement. *Arias v. Superior Court (Angelo Dairy)* (2009) 46 Cal.4th 969.

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

1 C. Plaintiff contends that the civil penalty statutes applicable to the Representative  
2 PAGA Claim are Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2802 and 2699(f)(2). Under  
3 these civil penalty statutes, an employee who suffers a Labor Code violation may be awarded a  
4 sum of money for each pay period in which he or she was underpaid. However, under Labor  
5 Code § 2699(e)(2), the Court can reduce an award of civil penalties if the award is unjust,  
6 arbitrary, oppressive, or confiscatory.

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

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

F. The source of penalties available is under PAGA, which allows employees to seek  
civil penalties for certain violations of the Labor Code so long as the penalties are not unjust,  
arbitrary, oppressive, or confiscatory. There are no State Court decisions under the PAGA to date

1 with substantial awards of civil penalties. There is a substantial risk that the Court could reduce  
2 civil penalties to an insignificant amount if it is unpersuaded by Plaintiff's evidence of willful  
3 and intentional conduct. The PAGA expressly counsels against such awards. *See Lab. Code* §  
4 2699(e)(2) ("...a court may award a lesser amount than the maximum civil penalty amount  
5 specified by this part if, based on the facts and circumstances of the particular case, to do  
6 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.").  
7 Further, although, class certification is not required for a PAGA claim, Defendant could contend  
8 that Plaintiff should show that the PAGA claims are manageable.

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

1 Cal. 4th 1, 33-34 (2014). Plaintiff is required to establish a violation of the Labor Code in each  
2 pay period of each and every one of the approximately 65 employees. The Court could find that  
3 this is an impractical task and require the Eligible Employees to bring individual claims instead  
4 of a PAGA representative claim.

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

12 I. The settlement of the Representative PAGA Claim involves monetary relief to all  
13 Aggrieved Employees, Plaintiff, her attorneys, and the State of California.

14 J. Furthermore, Plaintiff recognizes that continued litigation presents significant  
15 risks that support a significant downward departure from Plaintiff's estimated civil penalties  
16 amount. In view of the risks, the Settlement represents a fair, adequate, and reasonable  
17 compromise amount for these claims and is in the best interest of Plaintiff and Eligible  
18 Employees and thus, warrants approval. *See Laguna v. Coverall N. Am., Inc.*, Case No. 12-55479  
19 (9th Cir. June 3, 2014) 2014 WL 2465049, \* 3. The PAGA settlement and its terms are fair, just,  
20 reasonable, adequate, and equitable to Defendant, Plaintiff, and the State, especially in light of  
21 the current economic climate, and are the product of good faith, and informed arms-length  
22 negotiations between the Parties consistent with public policy and fully comply with applicable  
23 provisions of law. *See* Declaration of Harout Messrelian, Plaintiff's counsel, at paragraph 19,  
24 filed concurrently.

#### 25 **IV. TERMS AND PROCEDURES OF THE SETTLEMENT**

26 A. The Settlement covers any and all civil penalties claims arising from Plaintiff's  
27 allegations in her Complaint, including, but not limited to, Defendant's alleged failure to  
28 compensate for all hours worked, failure to pay minimum wages, failure to pay overtime, failure  
to provide meal and rest breaks, failure to provide accurate itemized wage statements, failure to  
timely pay wages owed every pay period and at the end of employment, failure to maintain  
accurate records, failure to provide business expense reimbursement, unfair business practices,

1 and PAGA.

2 B. Defendant agrees to pay \$35,000.00 toward the Settlement (the "Gross Settlement  
3 Amount" or "GSA") which will be distributed by Defendant as follows:

4 1. \$11,666.00 (33 1/3% of the GSA) in attorneys' fees to Harout Messrelian,  
5 Esq. of Messrelian Law Inc.

6 2. \$5,193.61 in attorney litigation costs to Harout Messrelian, Esq. of  
7 Messrelian Law Inc.

8 3. \$2,250.00 in PAGA Settlement Administrator costs to the Settlement  
9 Administrators (Phoenix).

10 4. \$15,890.39 (the "Net Settlement Amount" or "NSA") will be divided as  
11 follows:

12 a. \$11,917.79 (75% of "NSA") to the LWDA, which represents  
13 civil penalties payable to the LWDA under the Labor Code  
14 Private Attorneys General Act ("PAGA"), Labor Code section  
15 2698, *et seq.*; and

16 b. \$3,972.60 (25% of NSA) (the "Aggrieved Employee  
17 Amount") to the Aggrieved Employees which represents civil  
18 penalties payable to the Aggrieved Employees as  
19 compensation for civil penalties that are allegedly owed on the  
20 Representative PAGA Claim for the period from November  
21 29, 2019 through Approval of the Settlement.

22 C. Plaintiff and each Aggrieved Employee shall receive a portion of the Aggrieved  
23 Employee Amount on a pro-rata basis by multiplying the Aggrieved Employee Amount by the  
24 ratio of (i) the number of pay periods worked by the Aggrieved Employee during the release  
25 period and (ii) the total number of pay periods worked by all Aggrieved Employees during the  
26 release period.

27 D. For purposes of computing taxes, one-hundred percent (100%) of the Aggrieved  
28 Employee Settlement Award shall be considered to be a civil penalty and shall not be subject to  
withholding, unless otherwise required by law. The Claims Administrator shall file proof of  
payment.

29 **V. NO ADMISSION OF LIABILITY OR WRONGDOING**

30 The payment of consideration or any other obligation are not and shall not be construed  
31 in any way as an admission of wrongdoing or liability on the part of Defendant, or any other  
32 person or business entity. Defendant adamantly denies all allegations of wrongdoing arising out

1 of the employment relationship between the Parties, including the Aggrieved Employees. The  
2 Parties intend merely to avoid the expense, delay, uncertainty and burden of continued litigation.

3 **VI. PAGA SETTLEMENT ADMINISTRATION**

4 A. The Parties agree to use PHOENIX SETTLEMENT ADMINISTRATOR to handle the  
5 administration of this Settlement.

6 B. No later than twenty (20) business days after the Effective Date, Defendant shall  
7 provide the Settlement Administrator with a list of the Aggrieved Employees (the "Aggrieved  
8 Employees List"). The Aggrieved Employees List shall include each Aggrieved Employee's  
9 full name, last known mailing address, last known telephone number, start date(s) of  
10 employment, end date(s) of employment, total pay periods worked for Congregate Connect in  
11 California during the PAGA Period, and Social Security number, to the extent available from  
12 Congregate Connect's records. Because Social Security numbers are included in the list, the  
13 Settlement Administrator will maintain the list in confidence, and shall only access and use the  
14 list to administer the settlement in conformity with the Court's orders. Congregate Connect will  
15 in good faith compile from its records the Aggrieved Employees List and provide it to the  
16 Settlement Administrator in a computer-readable format, such as a Microsoft Excel  
17 spreadsheet.  
18

19 C. No later than fifteen (15) calendar days after receipt of the Gross Settlement Amount  
20 from Defendant, the Settlement Administrator will mail the Employee Payments under cover  
21 letter, to each of the Aggrieved Employees identified on the Aggrieved Employees List. Prior  
22 to mailing the Cover Letter, the Settlement Administrator shall check the addresses provided in  
23 the Aggrieved Employees List using the United States Postal Service's National Change of  
24 Address database, and update the addresses for known address changes. Should any of the  
25 mailings to the Aggrieved Employees of their Cover Letter and Employee Payments be  
26 returned as undeliverable within thirty (30) calendar days of mailing, the Settlement  
27  
28

1 Administrator will have five (5) calendar days after it receives the returned undeliverable mail  
2 to search for a more current address for the Aggrieved Employee (via a skip trace or other  
3 reasonable method) and re-mail the Cover Letter and Employee Payments to any alternative or  
4 updated address obtained by the Settlement Administrator.

5 D. Within thirty (30) days from the Effective Date or December 31, 2021, whichever is  
6 later, Defendant shall fund the Gross Settlement Amount into a settlement account established  
7 by the Settlement Administrator, for administration and distribution in accordance with this  
8 Settlement Agreement and the Court's orders.  
9

10 E. The Settlement Administrator shall distribute payments for the General Release Fee,  
11 the Attorneys' Fees, the Litigation Costs, the Settlement Administration Costs, the Employee  
12 Payments, and the LWDA Payment within fifteen (15) calendar days after the Funding  
13 Date. All payments provided for by this Settlement Agreement shall be made by the Settlement  
14 Administrator in accordance with this Settlement Agreement and the Court's order approving  
15 this settlement.  
16

17 F. Each Aggrieved Employee will be issued one check for his or her Employee Payment  
18 which will expire one hundred and eighty (180) calendar days from the date the checks are  
19 issued by the Settlement Administrator. After the 180 day-period, the Settlement Administrator  
20 shall cancel all checks that have not been cashed or deposited and remit funds associated with  
21 such canceled checks to the State Controller's Office, Unclaimed Property Division, in the  
22 name associated with each Aggrieved Employee whose Employee Payment checks are  
23 canceled.  
24

25 G. The Settlement Administrator will provide the Parties with a declaration confirming that  
26 distribution of payments has been completed in accordance with the Settlement Agreement and  
27 the Court's orders, within ten (10) business days of distributing all payments under the  
28

1 settlement.

2 **VII. TAXES**

3 Plaintiff and each Aggrieved Employee bear full responsibility for the payment of any  
4 taxes or withholdings arising from the Aggrieved Employee Settlement Awards paid to them.

5 **VIII. RELEASED CLAIMS**

6 Upon the approval by the Court of this Settlement, Plaintiff, the State of California and  
7 each Aggrieved Employee shall fully release and forever discharge Defendant and the Released  
8 Parties from any and all claims, rights, demands, liabilities for violation of PAGA (Labor Code  
9 § 2699, et seq.) that arose during the Release Period as it relates to Labor Code section 2698, et  
10 seq. for alleged violations of California Labor Code sections 200, 201, 202, 203, 204, 204b, 210,  
11 211, 218.5, 218.6, 226, 226.3, 226.7, 232, 246, 510, 512, 558, 1171, 1173, 1174, 1174.5, 1194,  
12 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 2698, 2699, 2699.3, 3700.5, California Business  
13 and Professions Code section 17200, California Code of Regulations Title 8, section 11150 and  
14 the applicable Industrial Welfare Commission Orders including, but not limit to, Order No. 15

15 Plaintiff entered into a confidential individual settlement agreement with Defendant to  
16 settle her individual claims. As part of this confidential agreement, Plaintiff also provided  
17 Defendant with a general release of all claims, whether known or unknown, including unknown  
18 claims covered by Civil Code Section 1542. *See*, Declaration of Harout Messrelian ¶ 22.

19 **IX. CONCLUSION**

20 The Parties respectfully requests the Court grant this Stipulation.

21 Respectfully Submitted,

22 MESSRELIAN LAW INC.

23 DATED: November 9, 2021

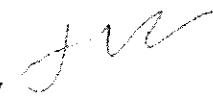
24 By

25   
26 Harout Messrelian, Esq.  
27 Attorneys for Plaintiff  
28 TEISSY ANGEL RAMIREZ

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

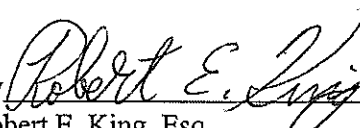
CDF LABOR LAW LLP

DATED: November 9, 2021

By   
Joel Van Parys, Esq.  
Attorneys for Defendant CONGREGATE  
CONNECT LLC; KADIJAH SHANEL  
BRANSON

LEGALLY NANNY

DATED: November 9, 2021

By   
Robert E. King, Esq.  
Attorneys for Defendant CONGREGATE  
CONNECT LLC; KADIJAH SHANEL  
BRANSON

## EXHIBIT A

## **Private Attorneys General Act (Cal. Lab. Code § 2698, *Et Seq.*) Settlement Agreement**

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the Action and PAGA Released Claims shall be settled and resolved subject to the following terms and conditions set forth in this Private Attorneys General Act (Cal. Lab. Code § 2698, *et seq.*) Settlement Agreement (“Settlement Agreement”), entered by and between Plaintiff Teissy Ramirez (“Plaintiff”), for herself and on behalf of the State of California and other Aggrieved Employees pursuant to the California Private Attorneys General Act, and Defendants Congregate Connect LLC (“Congregate Connect”) and Kadijah Branson (collectively “Defendant”) (collectively, the “Parties”).

This Settlement Agreement shall be effective upon the date of the Court order approving the settlement (the “Effective Date”).

### **I. DEFINITIONS**

Unless otherwise defined herein, the following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” means the matter entitled TEISSY ANGEL RAMIREZ, Plaintiff, v. CONGREGATE CONNECT, LLC; KADIJAH SHANEL BRANSON; and DOES 1 through 25 inclusive, Defendants, Los Angeles County Superior Court Case No. 21STCV03906.
2. “Aggrieved Employees” mean all current and former hourly-paid or non-exempt employees who worked for Congregate Connect in the State of California during the PAGA Period, i.e., from November 29, 2019 through the date on which the Court grants approval of the settlement, which is estimated to consist of approximately 65 individuals.
3. “Congregate Connect” means Congregate Connect, LLC.
4. “Complaint” means the claims and allegations set forth in Plaintiff’s correspondence to the California Labor and Workforce Development Agency dated September 21, 2020 (“LWDA Letter”) and the Complaint filed on February 1, 2021.
5. “Court” or “Los Angeles County Superior Court” means the Superior Court of California for the County of Los Angeles.
6. “Defense Counsel” or “Counsel for Defendant” is: Robert E. King, Esq. of Legally Nanny®, 37 Trailwood, Irvine, California 92620 and Joel Van Parys, Esq. of CDF Labor Law LLP, 900 University Avenue, Suite 200, Sacramento, California 95825.
7. “Employee PAGA Portion” is the amount to be distributed to the Aggrieved Employees, which shall consist of 25% of the PAGA Penalties Amount, as provided in Section III.3 herein.
8. “Employee Payments” refers to the PAGA Penalty Payments that will be distributed to Aggrieved Employees, as provided in Section III.3 herein.

9. "Gross Settlement Amount" is the sum of Forty-Five Thousand Dollars and Zero Cents (\$35,000.00), which represents the total amount payable under this Settlement Agreement by Defendant, and includes the Employee PAGA Portion payable to Aggrieved Employees, LWDA Payment payable to the LWDA, Court-awarded Attorneys' Fees (not to exceed \$11,666.00) to Plaintiff's Counsel, Court-awarded Litigation Costs (not to exceed \$6,000.00) to Plaintiff's Counsel, and a Court-awarded payment to the Settlement Administrator for Settlement Administration Costs (not to exceed \$3,000.00).

10. "LWDA" means the California Labor and Workforce Development Agency.

11. "Plaintiff's Counsel" means Harout Messrelian Esq. of Messrelian Law, Inc., 500 N. Central Ave., Suite 840, Glendale, CA 91203.

12. "Net Settlement Amount" is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts are subtracted from the Gross Settlement Amount: (a) Attorneys' Fees to Plaintiff's Counsel; (b) Litigation Costs to Plaintiff's Counsel; and (c) Settlement Administration Costs to Settlement Administrator.

13. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

14. "LWDA Payment" means the amount to be paid to the LWDA, which is seventy-five percent (75%) of the Other PAGA Penalties Amount as set forth in Section III.3 herein.

15. "PAGA Period" means the time period from November 29, 2019 through the date on which the Court grants approval of the settlement.

16. "PAGA Released Claims" mean any and all claims for civil penalties that could have been assessed upon and collected from the Released Parties under PAGA, based on the factual allegations in the Complaint, including, but not limited to, purported violations of California Labor Code sections 200, 201, 202, 203, 204, 204(b), 210, 211, 218.5, 218.6, 226, 226.3, 226.7, 232, 246, 510, 512, 558, 1171, 1173, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698, 2699, 2699.3, 3700.5, California Business & Professions Code Section 17200 *et seq.*, California Code of Regulations Title 8 Section 11150, and Wage Order 15, arising during the PAGA Period, from the alleged (1) failure to compensate for all hours worked; (2) failure to pay minimum wages; (3) failure to pay overtime; (4) failure to provide accurate itemized wage statements; (5) failure to pay wages when employment ends; (6) failure to pay wages owed every pay period; (7) violation of Labor Code Section 558; (8) failure to maintain accurate records; (9) failure to provide rest breaks; (10) failure to provide meal breaks; (11) failure to reimburse for business expenses; (12) Private Attorneys General Act ("PAGA"); and (13) violation of California Business & Professions Code Section 17200.

17. "Released Parties" mean Kadijah Shanel Branson and Congregate Connect and its past, present, and future owners, officers, directors, employees, board members, shareholders, attorneys, insurers, reinsurers, customers, partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates, divisions, successors, agents and principals, and their heirs, estates, executors, administrators, servants, insurers, attorneys, and assigns.

18. “Settlement Administrator” means Phoenix Settlement Administrators, a third-party administrator who shall administer the settlement, subject to approval by the Court, in accordance with this Settlement Agreement, and whose costs and expenses to administer the settlement are currently estimated not to exceed \$3,000.00 (“Settlement Administration Costs”).

## **II. RECITALS**

1. On September 21, 2020, Plaintiff provided written notice to the LWDA and Defendant asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of California Labor Code sections 200, 201, 202, 203, 204, 204(b) 210, 211, 218.5, 218.6, 226, 226.3, 226.7, 232, 246, 510, 512, 558, 1171, 1173, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 3700.5, California Business & Professions Code Section 17200 et seq., California Code of Regulations Title 8 Section 11150, and Wage Order 15.

2. On February 1, 2021, Plaintiff filed a Complaint in the Superior Court of California, County of Los Angeles, Case No. 21STCV03906, entitled TEISSY ANGEL RAMIREZ, Plaintiff, v. CONGREGATE CONNECT, LLC; KADIJAH SHANEL BRANSON; and DOES 1 through 25 inclusive, Defendants, for: (1) failure to compensate for all hours worked; (2) failure to pay minimum wages; (3) failure to pay overtime; (4) failure to provide accurate itemized wage statements; (5) failure to pay wages when employment ends; (6) failure to pay wages owed every pay period; (7) violation of Labor Code Section 558; (8) failure to maintain accurate records; (9) failure to provide rest breaks; (10) failure to provide meal periods; (11) failure to reimburse for business expenses; (12) Private Attorneys General Act (“PAGA”); and (13) violation of California Business & Professions Code Section 17200. Defendant denies Plaintiff’s allegations and claims.

3. On September 15, 2021, the Parties participated in a day-long mediation with mediator Judge Steven Denton. In preparation for the mediation, Plaintiff’s counsel requested and Defendant’s counsel provided sample time and payroll data for the purported class, and personnel and employment documents. With Judge Denton’s assistance, the Parties agreed to fully and finally resolve the Action and the PAGA Released Claims as to Plaintiff, the State of California, and the Aggrieved Employees.

## **III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT**

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement Agreement nor action taken in implementation thereof shall be construed to be an admission or concession by Plaintiff that her claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. Nor will any of the foregoing be used in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any court proceeding that has as its purpose the interpretation, implementation, or enforcement of the settlement or any orders or judgments of the Court entered into in connection therewith. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and

litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related Court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Congregate Connect shall pay \$35,000.00 as the Gross Settlement Amount.

3. **Net Settlement Amount.** The Parties agree that the Net Settlement Amount shall be distributed to the LWDA and Aggrieved Employees as follows: Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees on a *pro rata* basis, based on their respective number of pay periods worked for Congregate Connect during the PAGA Period. Payments to Aggrieved Employees of their share of the Other PAGA Penalties Amount shall be referred to as "PAGA Penalty Payment(s)." Each Aggrieved Employee will be paid a non-wage check for the PAGA Penalty Payment, and will receive an IRS Form 1099 for said payment.

4. **Attorneys' Fees Payment and Litigation Costs Payment.** Defendant will not oppose Plaintiff's request for an award of attorneys' fees in the amount up to \$11,666.00 ("Attorneys' Fees") and litigation costs and expenses in the amount up to \$6,000.00 incurred in prosecuting this Action ("Litigation Costs"), to Plaintiff's Counsel. In the event the Court approves a payment of less than \$11,666.00 for Attorneys' Fees and/or less than \$6,000.00 for Litigation Costs to Plaintiff's Counsel, the difference will be a part of the Net Settlement Amount. The Attorneys' Fees and Litigation Costs payments will be reported on an IRS Form 1099 issued to Plaintiff's Counsel.

5. **Settlement Administration Costs.** Defendant will not oppose Plaintiff's request for payment in the amount up to \$3,000.00 to the Settlement Administrator for administering the settlement. In the event the Court approves a payment of less than \$3,000.00 for Settlement Administration Costs, the difference will be a part of the Net Settlement Amount. Settlement Administration Costs will be reported on an IRS Form 1099 issued to the Settlement Administrator.

6. **PAGA Released Claims.** Upon the Effective Date, Plaintiff, Aggrieved Employees, and the State of California will be forever barred from pursuing any and all PAGA Released Claims defined in Section I.16 herein. This release of claims only covers those civil penalties which are recoverable under PAGA, and does not otherwise cover individual, underlying claims or causes of action that Aggrieved Employees may have under the law against Released Parties for violations of the California Labor Code.

7. **Covenants and Representations by Plaintiff and Plaintiff's Counsel.**  
a. Plaintiff represents and warrants that she has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.  
Plaintiff acknowledges that she has read this Settlement Agreement, that she fully understands her rights, privileges, and duties under the Settlement Agreement, and enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that she has had the

opportunity to consult with her attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

8. **Limited Disclosure and No Publicity.** Except as provided below, to the extent necessary to effectuate the settlement or as required by the PAGA statute, a court of law, or legal process, neither Plaintiff nor Plaintiff's Counsel will publicize the terms of this Settlement Agreement or issue a press release, hold a press conference, publish information about the settlement on any website or through any social media, or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered by the Court.

9. **Filing of Joint Stipulation of Settlement by Plaintiff's Counsel.** Plaintiff's Counsel shall be responsible for preparing the Joint Stipulation for Approval of the Settlement ("Stipulation") and providing Defendant's Counsel with sufficient opportunity to propose revision to the Stipulation prior to filing. Plaintiff's Counsel will file the Stipulation, which is mutually agreed to by the Parties, as soon as practicable. Plaintiff's Counsel will serve the Stipulation on Defendant's Counsel and submit it to the LWDA. Pursuant to California Labor Code section 2698, *et seq.*, Plaintiff's Counsel shall undertake all required submissions and disclosures to the LWDA and the Court to obtain approval of the settlement.

10. **Termination of Settlement Agreement.** If the Court does not approve the settlement, if the Court does not dismiss the Action with prejudice, as provided for in this Settlement Agreement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or if one or more of the terms of the Settlement Agreement is not approved or is materially modified or reversed or found to be invalid, or the settlement does not become final for any other reason, then either of the Parties shall have the right within ten (10) calendar days of written notice thereof to elect to terminate the Settlement Agreement, in which case it shall have no force or effect, and the Parties shall be deemed to have reverted to their original, respective status as of the date and time immediately prior to the execution of this Settlement Agreement.

11. **Dismissal.** The Settlement Administrator will provide the Parties with a declaration confirming that distribution of payments has been completed in accordance with the Settlement Agreement and the Court's orders, within ten (10) business days of distributing all payments under the settlement. If requested by Defendant, Plaintiff's Counsel will file the declaration with the Court and required dismissal papers (i.e., a Request for Dismissal of the Action with prejudice) within ten (10) business days of receipt or as otherwise ordered by the Court. This Settlement Agreement is expressly conditioned upon the Court entering the dismissal of the Action in its entirety with prejudice. The dismissal will not release or bar any claims other than all claims as to Plaintiff pursuant to Cal. Code Civ. Proc. Section 1542, and the PAGA Released Claims as to Plaintiff, Aggrieved Employees, and State of California.

#### **IV. ADMINISTRATION OF SETTLEMENT**

1. **Settlement Administrator.** The Parties have mutually selected Phoenix Settlement Administrators to handle the administration of this settlement, subject to approval by the Court.

**Notice to Aggrieved Employees.**

a. No later than twenty (20) business days after the Effective Date, Defendant shall provide the Settlement Administrator with a list of the Aggrieved Employees (the "Aggrieved Employees List"). The Aggrieved Employees List shall include each Aggrieved Employee's full name, last known mailing address, last known telephone number, start date(s) of employment, end date(s) of employment, total pay periods worked for Congregate Connect in California during the PAGA Period, and Social Security number, to the extent available from Congregate Connect's records. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and shall only access and use the list to administer the settlement in conformity with the Court's orders. Congregate Connect will in good faith compile from its records the Aggrieved Employees List and provide it to the Settlement Administrator in a computer-readable format, such as a Microsoft Excel spreadsheet.

b. No later than fifteen (15) calendar days after receipt of the Gross Settlement Amount from Defendant, the Settlement Administrator will mail the Employee Payments under cover letter, substantially in the form attached hereto as "**Exhibit A**" ("Cover Letter"), to each of the Aggrieved Employees identified on the Aggrieved Employees List. Prior to mailing the Cover Letter, the Settlement Administrator shall check the addresses provided in the Aggrieved Employees List using the United States Postal Service's National Change of Address database, and update the addresses for known address changes. Should any of the mailings to the Aggrieved Employees of their Cover Letter and Employee Payments be returned as undeliverable within thirty (30) calendar days of mailing, the Settlement Administrator will have five (5) calendar days after it receives the returned undeliverable mail to search for a more current address for the Aggrieved Employee (via a skip trace or other reasonable method) and re-mail the Cover Letter and Employee Payments to any alternative or updated address obtained by the Settlement Administrator.

**Deposit and Distribution of Gross Settlement Amount.**

a. Within thirty (30) days from the Effective Date or December 31, 2021, whichever is later, Defendant shall fund the Gross Settlement Amount into a settlement account established by the Settlement Administrator, for administration and distribution in accordance with this Settlement Agreement and the Court's orders.

b. The Settlement Administrator shall distribute payments for the General Release Fee, the Attorneys' Fees, the Litigation Costs, the Settlement Administration Costs, the Employee Payments, and the LWDA Payment within fifteen (15) calendar days after the Second Funding Date. All payments provided for by this Settlement Agreement shall be made by the Settlement Administrator in accordance with this Settlement Agreement and the Court's order approving this settlement.

c. Each Aggrieved Employee will be issued one check for his or her Employee Payment which will expire one hundred and eighty (180) calendar days from the date the checks are issued by the Settlement Administrator. After the 180 day-period, the Settlement Administrator shall cancel all checks that have not been cashed or deposited and remit funds associated with such canceled checks to the State Controller's

Office, Unclaimed Property Division, in the name associated with each Aggrieved Employee whose Employee Payment checks are canceled.

## **V. MISCELLANEOUS PROVISIONS**

1. **No Impact on Employee Benefit Plans.** Neither the Settlement Agreement nor any amounts paid to Plaintiff, any Aggrieved Employee, or the LWDA under the settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Congregate Connect. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Congregate Connect's sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going-forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any Congregate Connect benefit plan, policy, or bonus program. Congregate Connect retains the right, if necessary, to modify the language of its benefit plans, policies, and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

2. **Tax Consequences.** Plaintiff and Aggrieved Employees will be solely responsible for correctly characterizing any compensation received under the settlement on his/her personal income tax returns for tax purposes, and paying all appropriate taxes due for any and all amounts paid to them under the settlement. Plaintiff, Defendant, Plaintiff's Counsel, and Defendant's Counsel make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement, do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied upon as such.

3. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in California, and all questions of validity, interpretation, or performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Los Angeles.

4. **Entire Agreement.** This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them, and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the Action and PAGA Released Claims.

5. **Judgment and Continued Jurisdiction.** The Parties agree that this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6, and the Court, to the fullest extent of the law, shall retain exclusive and continuing

jurisdiction over this Action, over all Parties, and the Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of the Settlement Agreement.

6. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties, subject to approval by the Court.

7. **Authorization to Enter into Binding Settlement Agreement.** Defendant represents and warrants that the undersigned has the authority to act on behalf of Congregate Connect and to bind Congregate Connect to the terms of this Settlement Agreement. Plaintiff represents and warrants that she has the capacity to act on her own behalf and on behalf of all who might claim through her to bind her to the terms and conditions of this Settlement Agreement. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement and/or mediation privileges and/or confidentiality provisions that otherwise might apply under federal or state law.

8. **Binding on Successors and Assigns.** This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

9. **Execution and Counterparts.** This Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

10. **Acknowledgement of Mutual Drafting and that the Settlement is Fair, Adequate, and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

11. **Invalidity of Any Provision.** Before declaring any provision of this Settlement

Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

12. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, provided that the essential terms and conditions of this Settlement Agreement for each Party remain valid, binding and enforceable, the remaining portions of this Settlement Agreement will continue to be valid, and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

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

14. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement the settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

**IN WITNESS THEREOF**, the Parties each acknowledge that she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

**PLAINTIFF:**

Dated: Oct 12, 2021

By:   
Teissy Angel Ramirez (Oct 12, 2021 00:32 PDT)

**DEFENDANT:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Congregate Connect, LLC

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Kadijah Shanel Branson

Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

12. **Severability**. If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, provided that the essential terms and conditions of this Settlement Agreement for each Party remain valid, binding and enforceable, the remaining portions of this Settlement Agreement will continue to be valid, and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

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

14. **Cooperation and Execution of Necessary Documents**. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement the settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

**IN WITNESS THEREOF**, the Parties each acknowledge that she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

**PLAINTIFF:**

Dated: Oct 12, 2021

By:   
Teissy Angel Ramirez (Oct 12, 2021 00:32 PDT)

**DEFENDANT:**

Dated: OCT 12, 2021

By:   
Congregate Connect, LLC

Dated: OCT 12, 2021

By:   
Kadajah Shanel Branson

# Congregate Connect PAGA Settlement Agmt. - Ramirez - 10.8.21 - Clean

Final Audit Report

2021-10-12

|                 |                                               |
|-----------------|-----------------------------------------------|
| Created:        | 2021-10-12                                    |
| By:             | Harout Messrelian (hm@messrelianlaw.com)      |
| Status:         | Signed                                        |
| Transaction ID: | CBJCHBCAABAAqmYBBU9dO1FEEd_1m_8vYgiLDLO-kqbqh |

## "Congregate Connect PAGA Settlement Agmt. - Ramirez - 10.8.21 - Clean" History

-  Document created by Harout Messrelian (hm@messrelianlaw.com)  
2021-10-12 - 5:58:29 AM GMT- IP address: 107.131.48.160
-  Document emailed to Teissy Angel Ramirez (teissyangel95@gmail.com) for signature  
2021-10-12 - 5:58:52 AM GMT
-  Email viewed by Teissy Angel Ramirez (teissyangel95@gmail.com)  
2021-10-12 - 7:25:08 AM GMT- IP address: 172.58.76.205
-  Document e-signed by Teissy Angel Ramirez (teissyangel95@gmail.com)  
Signature Date: 2021-10-12 - 7:32:47 AM GMT - Time Source: server- IP address: 172.58.76.205
-  Agreement completed.  
2021-10-12 - 7:32:47 AM GMT

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

**NOTICE OF PAGA SETTLEMENT AND  
RELEASE**

To [NAME]:

The enclosed check is your share of a court-approved representative action settlement between Plaintiff Teissy Angel Ramirez ("Plaintiff"), and Defendants Congregate Connect, LLC and Kadajah Shanel Branson ("Defendant(s)") in the matter of *Teissy Angel Ramirez v. Congregate Connect, LLC et al.*, Los Angeles County Superior Court Case No. 21STCV03906.

Plaintiff filed a lawsuit against Defendant as the representative of the State of California and Defendant's other current and former hourly or non-exempt employees that worked in California ("PAGA Group Member"). Plaintiff asserted claims against Defendant under California Labor Code § 2698 *et seq.*, also known as the Private Attorneys General Act ("PAGA"), based on the alleged failure by Defendants to provide meal periods and rest breaks, pay for all hours worked, including minimum wage and overtime, reimbursement of necessary business expenses, itemized wage statements and payroll records, and timely payment of wages. Defendant denies and disputes that it violated the law in any way but agreed to enter into a settlement to avoid the cost and disruption of litigation.

As a PAGA Group Member between November 29, 2019 and [INSERT APPLICABLE DATE], you are covered by this settlement. Per the Court's final judgment in this case, all people covered by the settlement have released any and all Released Claims (as defined in the Judgment), including but not limited to claims for civil penalties under PAGA arising from Defendant's alleged failure to provide meal periods and rest breaks, pay for all hours worked, including minimum wage and overtime, reimbursement of necessary business expenses, itemized wage statements and payroll records, and timely payment of wages before [INSERT APPLICABLE DATE]. This means that you are not able to pursue a PAGA lawsuit against Defendant based on such Released Claims.

The enclosed check is your share of the settlement. The payment amount was calculated based on the number of pay periods you worked for Defendant as a PAGA Group Member between November 29, 2019 and [INSERT APPLICABLE DATE], as determined by Defendant's business records. Because this calculation was approved by the Court, the amount of your payment is final and cannot change. Enclosed with your check is an IRS Form 1099. Please note that no taxes were withheld from your payment, so it will be your responsibility to pay any taxes that may be due. You should consult with your own tax accountant with regard to any questions that you may have concerning any taxes that may be due. Further, you are bound by the settlement and release of claims based on the Court's final judgment whether or not you cash or deposit the enclosed check.

If you have any questions or would like more information about the settlement or this lawsuit, you may contact the Claims Administrator at [Claims Administrator], [Address], [Telephone Number] or you may review the papers, pleadings and records on file with the Court by scheduling an appointment with the clerk of the Los Angeles Superior Court at (213) 830-0803 between the hours of 8:30 a.m. and 10:30 a.m., and 1:30 p.m. and 3:30 p.m., Monday through Friday.