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Management LLC and Socially  
14 Oriented United Living, Inc.

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
16 **COUNTY OF LOS ANGELES**

17  
18 Ramoan Hodge, as an individual, and on  
behalf of all others similarly situated,

19 Plaintiff,

20 vs.

21 CERYX MANAGEMENT LLC; SOCIALLY  
ORIENTED UNITED LIVING, INC.; and  
22 DOES 1 through 50 inclusive,

23 Defendants.  
24  
25  
26  
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**Case No. 25STCV01194**

*[Assigned for all purposes to: The Hon. 12,  
Dept. Carolyn B. Kuhl]*

**JOINT STIPULATION OF CLASS  
ACTION AND PAGA SETTLEMENT**



1 Subject to the approval of the Court, this Joint Stipulation and Settlement Agreement  
2 (hereinafter the “Settlement Agreement” or “Agreement”) is made and entered into by Plaintiff  
3 Ramoan Hodge (“Named Plaintiff”), individually and on behalf of the Settlement Class, as defined  
4 herein, and Defendants Ceryx Management LLC and Socially Oriented United Living, Inc.  
5 (hereinafter “Defendants”). Named Plaintiff and Defendants are jointly referred to in this  
6 Settlement Agreement as the “Parties,” and each of them as a “Party.” The Parties agree that the  
7 entire Litigation, as defined below, shall be, and hereby is, ended, settled, resolved, and finally  
8 concluded pursuant to the terms and conditions of this Settlement Agreement and for the  
9 consideration set forth herein.

10 1. **DEFINITIONS**

11 1.1 The term “*Aggrieved Employees*” means all persons employed by Ceryx Management LLC  
12 or Socially Oriented United Living, Inc. dba Soul Housing in any non-exempt, hourly paid  
13 job position in California, including but not limited to at any Soul Housing facility, at any  
14 time during the PAGA Period.

15 1.2 The term “*Agreement*” means this Settlement Agreement.

16 1.3 The term “*Attorneys’ Fees and Costs*” means the amount of attorneys’ fees and costs to be  
17 requested by Class Counsel subject to Court approval in accordance with this Agreement.  
18 Class Counsel shall request Attorneys’ Fees of up to 35% of the gross Class Settlement  
19 Amount (i.e., up to \$71,750.00) plus the reimbursement of reasonable costs and expenses  
20 associated with Class Counsel’s litigation and settlement of the Litigation, estimated to not  
21 exceed \$5,000.00, both of which will be paid from the gross Class Settlement Amount. Any  
22 portion of the Attorneys’ Fees and Costs not awarded to Class Counsel shall be added to the  
23 Net Settlement Amount for the benefit of all Settlement Class Members.

24 1.4 The term “*Class Counsel*” means the following counsel who, subject to Court approval, shall  
25 act as counsel for the Settlement Class: Michael Elkin of Elkin Gamboa, LLP.

26 1.5 The term “*Class Member(s)*” means all persons employed by Ceryx Management LLC or  
27 Socially Oriented United Living, Inc. dba Soul Housing in any non-exempt, hourly paid job  
28 position in California, including but not limited to at any Soul Housing facility, at any time

- 1 during the Class Period.
- 2 1.6 The term “*Class Period*” means the period from September 1, 2021 through the date of  
3 preliminary approval.
- 4 1.7 The term “*Class Settlement Amount*” means the gross sum of TWO HUNDRED AND FIVE  
5 THOUSAND DOLLARS AND ZERO CENTS (\$205,000.00) which shall be the maximum  
6 sum paid by Defendants to settle this Litigation. The combined total of any Attorneys’ Fees  
7 and Costs approved by the Court, any Service Enhancement approved by the Court to the  
8 Named Plaintiff, the PAGA Payment approved by the Court, Settlement Administration  
9 Costs approved by the Court and the amounts paid to Settlement Class Members shall not  
10 exceed the gross Class Settlement Amount.
- 11 1.8 The term “*Court*” means the Superior Court of the State of California for the County of Los  
12 Angeles.
- 13 1.9 The term “*Defendants*” means Defendants Ceryx Management LLC and Socially Oriented  
14 United Living, Inc. dba Soul Housing.
- 15 1.10 The term “*Defense Counsel*” means Ndubisi A. Ezeolu and Alexander R. Safyan of Tucker  
16 Ellis LLP.
- 17 1.11 The term “*Execution*” refers to the signing of this Agreement by all signatories hereto.
- 18 1.12 The term “*Final Judgment*” refers to the final judgment entered by the Court.
- 19 1.13 “*Final Approval Hearing*” means a hearing for the purpose of: (i) determining the fairness,  
20 adequacy and reasonableness of the Stipulation and associated settlement pursuant to class  
21 action procedures and requirements; (ii) determining the good faith of the Stipulation and  
22 associated settlement; and (iii) entering Judgment.
- 23 1.14 The term “*Litigation*” means the lawsuit entitled: *Ramoan Hodge v. Ceryx Management LLC*  
24 *and Socially Oriented United Living, Inc.*, Case No. 25STCV01194 (the “*Action*”).
- 25 1.15 The term “*Named Plaintiff*” means Ramoan Hodge. The Named Plaintiff will seek to be  
26 designated as Settlement Class Representative for the Settlement Class Members.
- 27 1.16 The term “*Net Settlement Amount*” means the Class Settlement Amount minus any  
28 Attorneys’ Fees and Costs as approved by the Court, the amount for Settlement

1 Administration Costs as approved by the Court, the amount of the PAGA Payment paid to  
2 the LWDA as approved by the Court, and the Named Plaintiff's Service Enhancement  
3 Award as approved by the Court.

4 1.17 The term "*Notice*" means the Notice attached hereto as Exhibit 1, which has been agreed to  
5 by the Parties and is subject to the Court's approval, which the Settlement Administrator  
6 will mail to each Settlement Class Member explaining the terms of the Settlement, the Opt-  
7 Out procedure, the objection procedure, and the procedure for disputing the Settlement Class  
8 Member's stated amount of workweeks during the Class Period.

9 1.18 The term "*Opt-Out Letter*" refers to a written request to "Opt-Out" or "exclude" oneself  
10 from the Settlement sent by any Class Member who elects to be excluded from the  
11 Settlement Class. A Class Member must submit an Opt-Out letter to the Settlement  
12 Administrator to exclude himself or herself from the Settlement and from the release of  
13 claims pursuant to this Settlement. Those Settlement Class Members who submit a valid and  
14 timely Opt-Out Letter will no longer be considered part of the Settlement Class after their  
15 valid and timely Opt-Out Letter is received by the Settlement Administrator and will not  
16 receive a Settlement Disbursement Payment pursuant to this Agreement. Settlement Class  
17 Members may not opt out of the PAGA Payment.

18 1.19 The term "*Opt-Out / Objection Period*" means the forty-five (45) day time period for Class  
19 members to submit an *Opt-Out Letter*, an Objection to the Settlement, or to dispute the  
20 information listed on the Notice to Class Members of Settlement. For those Class Members  
21 who are re-sent the Notice, the Opt-Out / Objection Period will be extended another twenty  
22 (20) calendar days beyond the initial Opt-Out / Objection Period.

23 1.20 The term "*Order Granting Final Approval of Class Action Settlement*" shall mean the order  
24 and judgment to be entered by the Court titled "Order Granting Motion for Final Approval  
25 of Class Action Settlement" and "Judgment."

26 1.21 The term "*PAGA Payment*" means the amount of \$30,000.00 to be paid as civil penalties for  
27 the resolution of all claims under the Private Attorneys General Act, Labor Code § 2698, *et*  
28 *seq.* ("PAGA"), to be allocated 65% to the Labor Workforce Development Agency

1 (“LWDA”) and 35% to the Settlement Class Members as part of the Net Settlement Amount.

2 1.22 The term “*PAGA Period*” means the period from August 29, 2023 through the date of  
3 preliminary approval.

4 1.23 The term “*Released Claims*” means the claims that were pled or could have been pled based  
5 upon the factual allegations in the *Hodge* Complaint during the Class Period, including but  
6 not limited to violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226, 226.3, 226.7,  
7 227.3, 233, 246, 510, 512, 558, 1174, 1174.5, 1197.1 1194, 1194.2, 1197, 1198, 2698 *et seq.*,  
8 2802, California Business and Professions Code §§ 17200 *et seq.*, and PAGA, Labor Code  
9 § 2698, *et seq.*, and expressly excluding all other claims, including claims for vested benefits,  
10 wrongful termination, unemployment insurance, disability, social security, workers’  
11 compensation, and class claims outside of the Class Period. For the avoidance of doubt, the  
12 Released Claims include both the class claims and the PAGA claims accrued during the  
13 Class Period and as further detailed in Section 7 of this Agreement.

14 1.24 The term “*Released PAGA Claims*” means all claims for PAGA penalties that were alleged,  
15 or reasonably could have been alleged, based on the facts stated in the *Hodge* Complaint and  
16 the PAGA Notices, which occurred during the PAGA Period during employment in a non-  
17 exempt position in California, including claims for PAGA penalties based on alleged failure  
18 to pay all regular wages, minimum wages, overtime and sick leave wages due; failure to  
19 properly calculate the regular rate for overtime pay or meal period or rest period premium  
20 pay; failure to provide proper meal and rest periods, to properly provide premium pay in lieu  
21 thereof, and to properly calculate premium pay in lieu of meal and rest periods; failure to  
22 reimburse business expenses; failure to provide personnel records; failure to provide  
23 complete and/or accurate wage statements; failure to pay wages when due and failure to pay  
24 waiting time penalties pursuant to Labor Code section 203; failure to provide paid sick leave;  
25 failure to provide suitable seating; failure to pay accrued vacation pay; unlawful deductions  
26 from wages; and unlawful criminal background checks. The Released PAGA Claims  
27 exclude PAGA claims that were not, or could not reasonably have been, alleged based on  
28 the facts stated in the *Hodge* Complaint and the PAGA Notices, underlying wage and hour

1 claims, claims for wrongful termination, discrimination, unemployment insurance, disability  
2 and worker's compensation, and claims outside of the PAGA Period.

3 1.25 The term "*Released Parties*" means Defendants and all of their current and former parents,  
4 subsidiaries, predecessors, successors, affiliates, corporations in common control, divisions,  
5 assigns, and related entities, and their respective shareholders, owners, officers, directors,  
6 managers, employees, Administrators, fiduciaries, trustees, agents, partners, attorneys,  
7 insurers, legal representatives, and benefit plans Administrators, and their respective  
8 predecessors, successors, and assigns.

9 1.26 The term "*Service Enhancement Payment*" means the amount of money to be requested by  
10 Class Counsel on behalf of the Named Plaintiff, subject to Court approval, to compensate  
11 the Named Plaintiff for the efforts and risk Named Plaintiff individually undertook on behalf  
12 of the settlement class, and in consideration for his execution of his general release, Named  
13 Plaintiff Ramoan Hodge will receive Five Thousand Dollars and Zero Cents (\$5,000.00) in  
14 recognition of his efforts, subject to Court approval. Any portion of the Service  
15 Enhancement Payment not awarded by the Court to the Named Plaintiff shall be added to  
16 the Net Settlement Amount for the benefit of all Settlement Class Members.

17 1.27 The term "*Settlement*" means the disposition and conclusion of this entire Litigation and  
18 termination of all related claims effectuated by this Agreement.

19 1.28 The term "*Settlement Administrator*" means Apex Class Action LLC, the third party entity  
20 agreed to by the Parties subject to Court approval which will perform the duties of, among  
21 other things: (i) mailing the Notice and Class Action Information Form to Class Members;  
22 (ii) performing an NCOA search and skip-tracing; (iii) tracking returned Opt-Out Letters  
23 and Objections; (iv) notifying the Parties regarding submitted Opt-Out Letters and  
24 Objections consistent with this Agreement; (v) issuing payments consistent with this  
25 Agreement; and, (vi) issuing any required tax paperwork. The Parties represent that they do  
26 not have any financial interest in the Claims Administrator or otherwise have a relationship  
27 with the Claims Administrator that could create a conflict of interest.

28 1.29 The term "*Settlement Administration Costs*" means the costs incurred by the Settlement

1 Administrator to compare the class list against the National Change of Address (“NCOA”)  
2 database maintained by the United States Postal Service; typeset, print, and mail the Notice  
3 to all Class Members; perform skip-tracing of returned mailings; payment of postage  
4 required to comply with this Agreement; and all other expenses, including tax reporting and  
5 fees to be paid by the Settlement Administrator, necessary to administer the Settlement in  
6 accordance with this Agreement. The amount of the Settlement Administration Costs as  
7 approved by the Court shall be paid from the gross Class Settlement Amount.

8 1.30 The term “*Settlement Class*” means all Class Members who do not timely and validly  
9 exclude themselves from the class in compliance with the exclusion procedures set forth in  
10 this Agreement and who have not previously agreed to a general release of claims against  
11 Defendants during the Class Period.

12 1.31 The term “*Settlement Class Member*” means any member of the Settlement Class.

13 1.32 The term “*Settlement Class Representative*” means Named Plaintiff Ramoan Hodge, who  
14 Class Counsel shall request be appointed by the Court as class representative for purposes  
15 of the Settlement Class.

16 1.33 The term “*Settlement Disbursement Payment*” means the disbursements made by the  
17 Settlement Administrator to individual Settlement Class Members pursuant to the  
18 Agreement.

19 1.34 The term “*Settlement Effective Date*” means the date on which the Settlement is finally  
20 approved and the Court’s Final Judgment (“Final Judgment” or “Judgment”) becomes final.  
21 For purposes of this paragraph, the Court’s Final Judgment becomes final upon the latter of:  
22 (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal  
23 from, or other challenge to, the Court’s Judgment (no less than thirty (30) calendar days after  
24 the Court’s Judgment is entered); (ii) the date affirmance of an appeal of the Judgment  
25 becomes final; or (iii) the date of final dismissal of any appeal from the Judgment or the final  
26 dismissal of any proceeding on review of any court of appeal and/or Supreme Court decision  
27 relating to the Judgment.

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1 2. **RECITALS**

2 2.1 On or about August 29, 2024, Plaintiff Ramoan Hodge filed a claim with the Labor and  
3 Workforce Development Agency (“LWDA”) as a prerequisite to adding a cause of action  
4 for penalties pursuant to the California Labor Code Private Attorneys General Act, Labor  
5 Code § 2698, et seq. (“PAGA”).

6 2.2 Thereafter, on January 16, 2025, Plaintiff Ramoan Hodge filed his Class Action Complaint  
7 (the “*Hodge* Complaint”) against Defendants in the Superior Court of the State of California,  
8 County of Los Angeles. The *Hodge* Complaint sets forth the following 14 causes of action:  
9 (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to  
10 Provide Required Meal Periods; (4) Failure to Provide Required Rest Periods; (5) Failure to  
11 Properly Pay Accrued Sick Days; (6) Failure to Properly Pay Unused Vacation Days; (7)  
12 Willful Misclassification of Employees as Independent Contractors (8) Failure to Timely  
13 Pay Timely Wages During Employment; (9) Failure to Timely Pay All Wages Due to  
14 Discharged and Quitting Employees; (10) Failure to Maintain Required Records; (11)  
15 Failure to Furnish Accurate, Itemized Wage Statements; (12) Failure to Reimburse  
16 Necessary Expenditures; (13) Unfair and Unlawful Business Practices; and (14) Civil  
17 Penalties Pursuant to PAGA.

18 2.3 Prior to and since the inception of the Litigation, the Parties have engaged in informal  
19 discovery. Among other things, Defendants provided Named Plaintiff with copies of his time  
20 and payroll records, relevant time and payroll data for Class Members, and copies of relevant  
21 written policies.

22 2.4 The Parties engaged in extensive discussions about the respective strengths and weaknesses  
23 of their claims and defenses. The Parties ultimately agreed to participate in mediation, and  
24 on March 14, 2025, the Parties and their attorneys of record participated in a full-day private  
25 mediation session with S. Shane Sagheb, an experienced and respected employment  
26 mediator. The Parties did not reach an agreement among themselves at mediation; however,  
27 the mediator made a blind settlement proposal (a “mediator’s proposal”), which the Parties  
28 accepted and agreed to as a settlement in principle.

1 2.5 Class Counsel, after evaluation of the sharply disputed factual and legal issues relating to  
2 the Parties' respective positions in the Action and taking into account the risks, uncertainties,  
3 and expense of continued litigation, as well as the substantial benefits to be received pursuant  
4 to the compromise reached by the Parties and other relevant considerations, have concluded  
5 that a settlement of this Action on the terms and conditions set forth in this Agreement is  
6 fair, adequate, and reasonable, and in the best interests of all Class Members. The Settlement  
7 provides a fair, flexible, speedy, cost-effective, and assured procedure for providing a  
8 monetary settlement to Named Plaintiff and the Settlement Class Members. The Parties  
9 acknowledge that there is a good faith dispute regarding Named Plaintiff's allegations of  
10 unpaid wages on both an individual and class-wide basis and that the consideration provided  
11 herein includes a good faith, reasonable compromise, and settlement regarding such claims.  
12 Named Plaintiff further acknowledges that he has been paid or has received all  
13 compensation, wages, bonuses, commissions, and benefits which are due and payable as of  
14 the date of the execution of this Agreement.

15 2.6 Defendants, taking into account the risks, uncertainties, disruptions, and expenses involved  
16 in the Litigation, and their desire to put this controversy to rest, have concluded that a  
17 settlement of the Litigation on the terms and conditions set forth in this Agreement is in the  
18 best interest of Defendants because it will end and encompass all pending, threatened, or  
19 possible litigation or claims by Named Plaintiff and the Settlement Class Members against  
20 Defendants that involve or allege the claims that have been asserted in the Litigation.

21 2.7 Defendants deny any and all wrongdoing and liability alleged in the Litigation, and the  
22 Parties specifically agree that neither Defendants' execution of the Agreement, nor anything  
23 referred to herein, nor any action taken to carry out this Agreement, is or may be construed  
24 as an admission by or against Defendants or deemed to be evidence: (i) of the validity of  
25 any of the claims made by Plaintiff or of any liability to Plaintiff or to any Class Member;  
26 (ii) that Defendants violated California law; or (iii) that this Litigation (or any other action)  
27 is properly maintainable as a class or representative action or properly certifiable by the  
28 Court under California Code of Civil Procedure section 382.

1 2.8 The entry of Final Judgment in this Litigation shall resolve all claims which were alleged in  
2 the operative Complaint(s) filed in the Litigation, or which could have been alleged based  
3 upon the facts set forth in the operative Complaint(s), with the exception of any claims which  
4 might be retained by Class Members who exclude themselves from the Settlement by filing  
5 a timely and valid Opt-Out Letter with the Settlement Administrator. The Parties agree to  
6 cooperate and take all steps necessary and appropriate to obtain preliminary and final  
7 approval of this Settlement, and to effectuate its terms.

8 2.9 Each of the forgoing Recitals are incorporated into this Agreement as if fully set forth in the  
9 body of the Agreement.

10  
11 3. **CERTIFICATION OF SETTLEMENT CLASS FOR SETTLEMENT PURPOSES**  
12 **ONLY**

13 3.1 The Class Members shall consist of all persons employed by Ceryx Management LLC or  
14 Socially Oriented United Living, Inc. dba Soul Housing to work in any non-exempt hourly  
15 paid job position in California, including but not limited to at any Soul Housing facility in  
16 California, at any time from September 1, 2021 through the date of preliminary approval.

17 3.2 The Parties and Class Counsel agree that, if approved, certification of the Class is a  
18 conditional certification for settlement purposes only, and if for any reason the Court does  
19 not grant final approval of the Settlement, or if final approval is not given following the  
20 appeal of any order by the Court, or if for any reason the Settlement Effective Date does not  
21 occur, the certification of the class for settlement purposes shall be deemed null and void  
22 without further action by the Court or any of the Parties, each Party shall retain all of their  
23 respective rights and shall be returned to their relative legal positions as they existed prior  
24 to execution of this Agreement, and neither this Agreement, nor any of its accompanying  
25 exhibits or any orders entered by the Court in connection with this Agreement, shall be  
26 admissible or used for any purpose in this Litigation or any other legal or administrative  
27 proceeding.

28 3.3 The Parties and Class Counsel agree that, if approved, certification of the Class for

1 settlement purposes is in no way an admission by Defendants that class certification is proper  
2 in any other litigation against Defendants.

3  
4 4. **TERMS OF SETTLEMENT**

5 4.1 Subject to the other terms and conditions of this Agreement, and in consideration of the  
6 contemplated pleadings, releases and dismissals set forth in this Agreement, and subject to  
7 Court approval, the Parties agree that the gross Class Settlement Amount shall be TWO  
8 HUNDRED AND FIVE THOUSAND DOLLARS AND ZERO CENTS (\$205,000.00).

9 4.2 Subject to Court Approval, the PAGA Payment of \$30,000 shall be made from the Class  
10 Settlement Amount, with 35% of the payment going to the Aggrieved Employees and 65%  
11 of the payment going to the Labor and Workforce Development Agency (“LWDA”). These  
12 payments will be made whether or not the Aggrieved Employees opt out of the Settlement,  
13 as Aggrieved Employees may not opt out of the PAGA Payment nor object to the PAGA  
14 Payment. The 35% of the PAGA Payment allocated to the Aggrieved Employees will be  
15 distributed to the Aggrieved Employees based on their respective pay periods worked during  
16 the PAGA Period.

17 4.3 Excluding those Class Members who Opt-Out from the Settlement, all members of the  
18 Settlement Class shall be allocated a respective Settlement Disbursement Payment which  
19 will be calculated by dividing the total number of weeks worked by each Settlement Class  
20 Member during the Class Period by the total workweeks worked by all Settlement Class  
21 Members during the Class Period while employed by Defendants and multiplying this ratio  
22 by the Net Settlement Amount. The workweeks for Class Members who Opt-Out will be  
23 excluded from the total workweeks amount when calculating Settlement Class Members’  
24 *pro rata* shares. Each individual Settlement Class Member will be issued payment by check  
25 for his or her *pro rata* share of the Net Settlement Amount. This is a non-reversionary  
26 settlement, and no claim form is required to be submitted for Settlement Class Members to  
27 be paid.

28 4.4 Class Counsel may request that, subject to Court approval, Named Plaintiff, as Settlement

1 Class Representative, be paid a maximum Service Enhancement Payment of up to Five  
2 Thousand Dollars and Zero Cents (\$5,000.00), which shall be paid from the gross Class  
3 Settlement Amount. Defendants will not oppose Class Counsel's request for said Service  
4 Enhancement Payment for the Plaintiff. In the event the Court does not award the full  
5 requested Service Enhancement Payment, the remainder shall be added to the Net Settlement  
6 Amount for the benefit of all Settlement Class Members. The Settlement Class  
7 Representative agrees to assume the responsibility of remitting to the Internal Revenue  
8 Service, the California Franchise Tax Board, and any other relevant taxing authority the  
9 amounts required by law, if any, to be withheld by Defendants from the Service  
10 Enhancement Payment paid under this Agreement. The Settlement Class Representative  
11 will assume full responsibility for paying all taxes, federal and state, if any, due as a result  
12 of the Service Enhancement Payment and agrees to indemnify Defendants for any such taxes  
13 owed.

14 4.5 Class Counsel shall apply to the Court for an award of Attorney's Fees and Costs, which  
15 shall be paid from the gross Class Settlement Amount. Defendants will not oppose Class  
16 Counsel's application for an award of Attorneys' Fees in an amount equal to Thirty-Five  
17 percent (35%) of the gross Class Settlement Amount comprising a maximum of Seventy-  
18 Five Thousand Dollars and Zero Cents (\$71,750.00) plus reasonable Costs not to exceed  
19 \$5,000.00. In the event the Court does not award the full requested Attorney's Fees or Costs,  
20 the remainder(s) shall be added to the Net Settlement Amount for the benefit of all  
21 Settlement Class Members. Class Counsel assumes full responsibility for paying all taxes,  
22 federal and state, if any, due as a result of any awarded attorney's fees and costs and agrees  
23 to indemnify Defendants for any such taxes owed.

24 4.5.1. The Parties agree that the Court's approval or denial of any request for Attorney's  
25 Fees and Costs or the Named Plaintiff's Service Enhancement Payment are not  
26 material conditions to this Agreement and are to be considered by the Court  
27 separately from the fairness, reasonableness, adequacy, and good faith of the  
28 settlement. Any order or proceeding relating to the application by Class Counsel of

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an award for Attorney’s Fees and Costs or for Service Enhancement shall not operate to terminate or cancel this Agreement. However, Class Counsel retains the right to file an appeal in the event the Court reduces and/or denies the requested Attorneys’ Fees and/or Named Plaintiff’s Service Enhancement Payment.

4.5.2. Class Counsel warrants and represents that there are no liens on the amounts to be paid pursuant to the terms of this Agreement and that no assignments of the claims to be released or the Attorneys’ Fees and Costs to be paid pursuant to this Agreement have been made or attempted. Class Counsel agrees to defend, indemnify and hold harmless Defendants from any liability resulting from a breach of these representations and/or any lien or assignment.

4.6 The Parties agree that, subject to Court approval, payment to the Settlement Administrator shall not exceed \$6,900.00. The Settlement Administration Costs shall be paid from the gross Class Settlement Amount. The Settlement Administrator shall regularly and accurately report to the Parties, in written form when requested, on the substance of the work performed.

4.7 The Parties agree that the individual amounts paid to Settlement Class Members from the Net Settlement Amount shall be correctly and appropriately allocated as follows: (1) twenty percent (20%) to wages, subject to applicable withholdings, to be reported on a W-2 form; (2) eighty percent (80%) to penalties and interest, not subject to withholdings and reported on a 1099 form to be issued by the Settlement Administrator. The Parties understand and agree that Defendants, Named Plaintiff, Defense Counsel and Class Counsel are not providing legal tax advice, or making representations regarding tax obligations or consequences, if any, related to this Agreement, and that the Settlement Class Members will assume any such tax obligations or consequences that may arise from this Agreement, and that Settlement Class Members shall not seek any indemnification from Defendants, Named Plaintiff, Defense Counsel or Class Counsel in this regard. The Parties agree that, in the event any taxing body determines that additional taxes are due from any Settlement Class Member, such Settlement Class Member assumes all responsibility for the payment of any

1 such taxes and agrees to indemnify, defend and hold Defendants harmless for the payment  
2 of such taxes, any failure to withhold, and any penalties associated therewith.

3 4.8 Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF  
4 THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS  
5 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER  
6 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS  
7 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE  
8 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER  
9 ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH  
10 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE  
11 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES  
12 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2)  
13 THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER  
14 OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE  
15 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS  
16 NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION  
17 OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER  
18 PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR  
19 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO  
20 AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE  
21 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY  
22 OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE  
23 CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX  
24 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY  
25 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX  
26 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY  
27 TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

28 4.9 Defendants, Defense Counsel, Named Plaintiff and Class Counsel make no representation

1 as to the tax treatment or legal effect of the payments called for hereunder, and Named  
2 Plaintiff and Settlement Class Members will not rely on any statement, representation, or  
3 calculation by Defendants, Defense Counsel, Named Plaintiff, Class Counsel or by the  
4 Settlement Administrator in this regard. Named Plaintiff and Settlement Class Members  
5 understand and agree that except for Defendants' payment of the employer's portion of any  
6 payroll taxes, they will be solely responsible for the payment of any taxes and penalties  
7 assessed on the payments described herein.

8 4.10 Defendants' share of any employer-side payroll taxes allocated to the payment of wages will  
9 be calculated based on the portion allocated to the payment of wages and paid separately  
10 from the Class Settlement Amount. The Settlement Administrator will calculate the taxes  
11 owed and provide this information to Defendants for payment directly to the appropriate  
12 taxing authorities.

13 4.11 The payments made to the Settlement Class Members pursuant to this Agreement are not  
14 being made for any other purpose and shall not be construed as compensation for purposes  
15 of determining eligibility for any health and welfare benefits or unemployment  
16 compensation, and no benefit, including but not limited to pension and/or 401(k), shall  
17 increase or accrue as a result of any payment made as a result of this Settlement Agreement.

18 4.12 Checks issued to the Settlement Class Members pursuant to this Agreement shall remain  
19 negotiable for a period of one hundred and eighty (180) days from the date of mailing by the  
20 Settlement Administrator. Thereafter, the checks shall become null and void, and any monies  
21 remaining in the distribution account shall be distributed to Our Big Kitchen Los Angeles  
22 (OBKLA), a non-profit organization that unites volunteers to prepare and package meals for  
23 people facing food insecurity across Los Angeles. The Parties agree that this disposition  
24 results in no "unpaid residue" under California Civil Procedure Code § 384, as Settlement  
25 Awards will be paid out to Settlement Class Members, whether or not they cash their  
26 Settlement Checks, and that Defendants will not be required to pay interest on said amount.

27 5. **NOTICE OF THE SETTLEMENT AND CLASS ACTION INFORMATION FORM**

28 5.1 Within twenty-one (21) business days after the Court grants preliminary approval of this

1 Settlement, Defendants shall provide to the Settlement Administrator a list of all Class  
2 Members, including the following information/data in a Microsoft Excel spreadsheet: 1) full  
3 name; 2) last known home mailing address; 3) social security number; and 4) workweeks  
4 worked during the Class Period in order for the Settlement Administrator to be able to  
5 calculate each Settlement Class Member's respective *pro rata* settlement share (hereinafter  
6 the "Class List"). The Class List shall be based on the data kept in the ordinary course of  
7 business in Defendants' business records. The Parties agree that the contents of the Class  
8 List are confidential and shall not be shared with anyone other than the Settlement  
9 Administrator and Class Counsel for any purpose. Within fifteen (15) days of receiving the  
10 aforementioned data from Defendants, the Settlement Administrator will send out the  
11 "Notice" attached hereto as Exhibit 1 to Class Members via first class mail.

12 5.2 Subject to Court approval, the Notice shall be sent by the Settlement Administrator to all  
13 Class Members by first class mail. The Notice shall describe the terms of the Settlement, the  
14 Opt-Out process, the objection process, the procedure for disputing the Settlement Class  
15 Member's stated amount of workweeks during the Class Period, and the date set by the Court  
16 for a hearing on Final Approval of the Settlement. The Notice shall also include the amount  
17 of each Class Member's workweeks within the Class Period and the estimated recovery for  
18 each Class Member.

19 5.3 Prior to mailing the Notice, the Settlement Administrator shall process the Class List against  
20 the National Change of Address ("NCOA") Database maintained by the United States Postal  
21 Service ("USPS"). It shall be conclusively presumed that if the Notice is not returned as  
22 "undeliverable," the Class Member received the Notice. With respect to Notices that are  
23 returned as undeliverable, if a forwarding address is provided by the USPS, the Settlement  
24 Administrator shall re-mail the Notice within three (3) business days. If a Notice is  
25 "undeliverable" and no forwarding address is provided, the Settlement Administrator shall  
26 employ a more substantive skip-tracing procedure in order to obtain updated address  
27 information and shall re-mail the Notice to those Class Members whom a new address is  
28 located. All re-mailings to skip-traced Class Members shall be performed periodically during

1 the claims filing period and must be completed no later than ten (10) days prior to the Opt-  
2 Out / Objection Period deadline. If the Notice is returned after skip-tracing and re-mailing  
3 occurs, there shall be no further skip-tracing and it shall be presumed that the Settlement  
4 Class Member cannot be located. Within five (5) business days following the Opt Out /  
5 Objection Period, the Settlement Administrator will provide a final report of the number of  
6 Class Members who have objected to or requested to Opt-Out of the Settlement.

7 5.4 Any Settlement Class Member who disagrees with the amount of the workweeks indicated  
8 for that Class Member shall give written notice to the Settlement Administrator to indicate  
9 and explain such disagreement, which must contain (1) a clear and unambiguous statement  
10 indicating that the Class Member disputes the number of workweeks credited to him or her  
11 and the number that is contended to be correct; (2) the Class Member's full name; (3) the  
12 signature of the Class Member; and (4) any evidence to support the Class Members' dispute,  
13 and must be postmarked to the Settlement Administrator on or before the Opt-Out /  
14 Objection Period deadline. Absent evidence rebutting Defendants' records, Defendants'  
15 records shall be determinative. The Settlement Administrator will inform counsel for all  
16 Parties in writing of any timely-filed workweek challenges, and shall investigate any  
17 challenges including by consulting with Defendants, Defendants' Counsel, and Class  
18 Counsel, and the Parties shall mutually agree on how to resolve the dispute.

19 5.5 After entry of the Final Judgment, the Settlement Administrator shall, using the information  
20 provided by Defendants pursuant to Sections 5.1 and 5.3., mail notice of the Final Judgment  
21 to all identified Class Members by first-class, regular U.S. Mail to the most recent address  
22 known for each Class Member.

23 6. **OPT-OUT, OBJECTION, AND DISTRIBUTION PROCESS**

24 6.1 The Notice shall set a date of forty-five (45) calendar days from the date on which it is mailed  
25 as the deadline by which members of the Settlement Class may submit an Opt-Out Letter,  
26 objection to the Settlement, change of contact information, or dispute related to the  
27 calculated workweeks. No Opt-Out requests or objections will be honored if postmarked  
28 after the Opt-Out / Objection Period deadline. All Opt-Out Letters shall be sent to the

1 Settlement Administrator, who will then provide the information to Defense Counsel only.  
2 All Objections shall be sent to the Settlement Administrator, who will then provide the  
3 Objections to Defense Counsel only. If a Settlement Class Member mistakenly sends an Opt-  
4 Out Letter or objection to Class Counsel, or to Defense Counsel, the respective party will  
5 forward the documents, including the mailing envelope evidencing the postmark date, as  
6 soon as possible to the Settlement Administrator.

7 6.2 Opt-Out Letters.

8 6.2.1. A Class Member who wishes to Opt-Out from this Settlement and the release of  
9 claims pursuant to this Settlement, shall submit an “Opt-Out Letter” directly to the  
10 Settlement Administrator. The written Opt-Out Letter must: (1) explicitly and  
11 unambiguously state the following statement or similar statement: “I wish to be  
12 excluded from the *Ramoan Hodge v. Ceryx Management LLC and Socially Oriented*  
13 *United Living, Inc.* Settlement. I understand by excluding myself, I will not receive  
14 any money from the settlement reached in this matter.”; (2) contain the full name,  
15 address, and the last four digits of the Social Security number of the person  
16 requesting exclusion; (3) be signed by the Class Member; and (4) be postmarked or  
17 fax stamped by the Opt-Out / Objection Period deadline and returned to the  
18 Settlement Administrator at the specified address stated in the Notice. The Opt-Out  
19 will not be valid if it is not timely submitted. The date of the postmark on the return  
20 mailing envelope on the Opt-Out Letter shall be the exclusive means used to  
21 determine whether the Opt-Out was timely submitted. Any Class Member who  
22 requests to be excluded from the Settlement Class by submitting an Opt-Out Letter  
23 will not be entitled to any recovery under the Settlement and will not be bound by  
24 the terms of the Settlement nor have any right to object, appeal, or comment thereon.  
25 Class Members who fail to submit a valid and timely written Opt-Out Letter on or  
26 before the Opt-Out / Objection Period deadline shall be bound by all terms of the  
27 Settlement and any final judgment entered in this Action if the Settlement is finally  
28 approved by the Court. To be timely, the Opt-Out Letter must be postmarked by the

1 date indicated in the Notice, which shall be forty-five (45) calendar days after the  
2 Notice is first mailed to the Settlement Class Members. Class Members are not  
3 permitted to opt out of the PAGA payment, and will receive such individual share of  
4 the PAGA Payment, if applicable, irrespective of whether the Class Member opts out  
5 of the Settlement.

6 6.2.2. A Class Member who submits an Opt-Out Letter is not eligible to recover a share of  
7 the Net Settlement Amount with the exception of his or her share of the PAGA  
8 Payment.

9 6.2.3. The Settlement Administrator shall maintain a list of persons who have excluded  
10 themselves by submitting timely and valid Opt-Out Letters and shall identify the total  
11 number of opt outs in his/her declaration. The Settlement Administrator shall retain  
12 the originals of all Opt-Out Letters (including the envelopes with the postmarks)  
13 received.

14 6.3 Objection to Settlement. A Settlement Class Member who has not opted-out of the  
15 Settlement and who wishes to object to the Settlement must notify the Settlement  
16 Administrator of his or her objection, in writing, on or before the date which is forty-five  
17 (45) calendar days after the Notice is first mailed to Class Members. The objection must  
18 state the Settlement Class Member’s (i) full legal name, address, and last four digits of his  
19 or her social security number (for identity verification purposes); (ii) the words “Notice of  
20 Objection” or “Formal Objection;” in clear and concise terms; and (iii) the arguments  
21 supporting the objection, including any evidence they wish to provide which supports those  
22 arguments. A Settlement Class Member may also appear at the Final Approval Hearing,  
23 either in person or through his or her own attorney, if he or she wishes to object to the  
24 Settlement. Instructions regarding how to object are found in the Notice (*see* Exhibit 1). Any  
25 Class Member who opts-out of the Settlement shall not have standing to object to the  
26 Settlement. A Settlement Class Member may not object to the PAGA Payment.

27 6.4 Each Settlement Class Member who does not Opt-Out of the Settlement shall be entitled to  
28 their respective *pro rata* share of the Net Settlement Amount upon the Order Granting Final

1 Approval of Class Action Settlement. The amount that each Settlement Class Member is  
2 eligible to receive under this Settlement shall be determined in accordance with the formula  
3 set forth in this Agreement.

4 6.5 As soon as practicable following the close of the Opt-Out / Objection Period deadline, and  
5 in all events no later than 10 days after the close of the Opt-Out / Objection Period deadline,  
6 the Settlement Administrator will provide Class Counsel and Defense Counsel with a  
7 declaration attesting to completion of the notice process set forth herein, including an  
8 explanation of efforts to re-send undeliverable notices returned with forwarding addresses.  
9 The Opt-Out / Objection Period deadline shall not be extended beyond the forty-five (45)  
10 days provided herein.

11 6.6 The Settlement Administrator will stamp the date received, and if received by United States  
12 First Class Mail, also note the postmark date, on the original of any Opt-Out Letter or  
13 objection it receives. The Settlement Administrator shall provide Class Counsel and Defense  
14 Counsel with weekly reports regarding the Opt-Out Letters received, objections to the Class  
15 Action Settlement received, or any disputes received regarding the workweeks worked by  
16 the Class Members along with copies of such documents. Within ten (10) days after the end  
17 of the Opt-Out / Objection Period, the Settlement Administrator shall immediately send to  
18 Class Counsel and Defense Counsel either by e-mail or overnight delivery a declaration  
19 listing the total number of Opt-Outs, objections to the Class Action Settlement received, and  
20 disputes regarding the workweeks worked by Class Members received.

21 6.7 Upon expiration of the Opt-Out / Objection Period, Named Plaintiff shall file a Motion for  
22 Final Approval and Entry of Final Judgment with all necessary supporting documents with  
23 the Court and shall schedule a Final Approval Hearing in accordance with applicable rules.  
24 Class Counsel shall be responsible for drafting all documents necessary to obtain final  
25 approval. At least seven (7) days prior to filing, Named Plaintiff shall provide Defendants  
26 with a draft of the Motion for Final Approval for review and comment. Class Counsel shall  
27 also file and serve their motion for approval of Attorneys' Fees and Costs, and Enhancement  
28 Payments, along with all supporting evidence at the same time they file and serve their

1 Motion for Final Approval. Class Counsel shall provide drafts to Defendants in advance of  
2 filing the Motion for Final Approval.

3 6.8 After Entry of Final Judgment, Defendants will provide the Settlement Administrator with  
4 sufficient funds via wire transfer to pay the Class Settlement Amount within thirty (30)  
5 business days of the Settlement Effective Date.

6 6.9 Within twenty (20) days of the Settlement Effective Date, Class Counsel shall deliver to the  
7 Settlement Administrator written instructions signed by Class Counsel that describe the  
8 manner and mode of payment of such Attorneys' Fees and Costs (and, in the absence of such  
9 instructions, such attorneys' fees and costs shall be sent by U.S. Mail), and a fully-executed  
10 Form W-9 with respect to the entity to whom the Attorneys' Fees and Costs shall be paid.  
11 The Settlement Administrator will issue to Class Counsel an IRS Form 1099 for such  
12 amounts paid for Attorneys' Fees and Costs under this Settlement Agreement.

13 6.10 Within fifteen (15) days after receiving the funds from Defendants, the Settlement  
14 Administrator will disburse the funds as approved per this Agreement and the Court's Final  
15 Judgment. The Settlement Administrator shall, using the information provided by  
16 Defendants pursuant to Sections 5.1 and 5.3., mail notice of the Final Judgment to all  
17 identified Class Members by first-class, regular U.S. Mail to the most recent address known  
18 for each Class Member along with the class Settlement Disbursement Payments.

19 6.11 In the event that Final Approval of this Settlement Agreement is not granted by the Court,  
20 neither the Settlement Agreement, nor any documents related to this Settlement or  
21 negotiations leading to the Settlement may be used as evidence for any purpose, and  
22 Defendants shall retain the right to challenge all claims and allegations in the Litigation,  
23 including the right to assert all applicable defenses, and conditional certification for purposes  
24 of settlement shall be deemed withdrawn.

25 6.12 Should the Court decline to approve this Agreement in any material respect, except for  
26 approval of the award of Class Counsel's Attorney Fees and Costs or the Settlement Class  
27 Representative's Service Enhancement Payment, Defendants shall have no obligation to  
28 make any payment under this Agreement, and in the event that Defendants have made any

1 such payment, such monies shall be returned promptly by the Settlement Administrator to  
2 Defendants.

3 7. **COMPREHENSIVE WAIVER AND RELEASE**

4 7.1 Subject to final approval by the Court of the Settlement, and effective upon the Settlement  
5 Effective Date and Defendants' full finding of the Class Settlement Amount, all Settlement  
6 Class Members will be deemed to have, and by operation of the Order Granting Final  
7 Approval of Class Action Settlement will have, expressly and irrevocably released,  
8 acquitted, and forever discharged all of the Released Parties from any and all claims, under  
9 federal, state or local law, rights, penalties, demands, damages, debts, accounts, duties, costs,  
10 liens, charges, complaints, causes of action, obligations, liabilities, whether known or  
11 unknown, that were alleged or could have been alleged based upon the facts set forth in  
12 *Ramoan Hodge v. Ceryx Management LLC and Socially Oriented United Living, Inc.*, Case  
13 No. 25STCV01194, which occurred during the Class Period ("Released Claims"), including  
14 claims for: (1) failure to pay wages for all time worked at minimum wage in violation of  
15 Labor Code sections 1194 and 1197; (2) failure to pay overtime wages in violation of Labor  
16 Code sections 510, 1194, and 1198; (3) failure to pay all double-time hours worked at the  
17 double-time rate of pay in violation of Labor Code Sections 510 & 1194 and the Wage  
18 Orders; (4) failure to pay all vacation and/or "paid time off" wages due in violation of Labor  
19 Code Section 227.3 and the Wage Orders; (5) failure to reimburse for necessarily incurred  
20 business expenses in violation of Labor Code section 2802; (6) failure to provide meal  
21 periods and meal period premium wages in violation of Labor Code Sections 512 & 226.7  
22 and the Wage Orders; (7) failure to provide rest breaks and rest break premium wages in  
23 violation of Labor Code Section 226.7 and the Wage Orders; (8) failure to provide accurate  
24 wage statements in violation of Labor Code Section 226 and the Wage Orders; (9) failure to  
25 timely pay all earned wages and final paychecks at time of separation of employment in  
26 violation of Labor Code sections 201, 202, and 203; (10) failure to pay sick time at the  
27 regular rate of pay; (11) failure to maintain required records; (12) misclassification of  
28 employees as independent contractors; and (13) all claims under PAGA that could have been

1       premiered on the claims, causes of action or legal theories described above in (1)-(12); (14)  
2       all claims for unfair business practices under California Business & Professions Code  
3       Section 17200 *et seq.* that could have been premiered on the claims, causes of action or legal  
4       theories of relief described above in (1)-(12); and (15) all damages, including, but not limited  
5       to, liquidated damages, civil and statutory penalties, interest and other amounts recoverable  
6       under said claims, causes of action or legal theories of relief identified above in (1)-(12).  
7       Expressly excluded from the Released Claims are all other claims, including claims for  
8       vested benefits, wrongful termination, unemployment insurance, disability, social security,  
9       workers' compensation, and claims outside of the Class Period. The Settlement Class  
10       Members will be deemed to have specifically acknowledged that this Release reflects a  
11       compromise of disputed claims.

12       7.1.1. The Settlement Class Members also waive and release all claims for attorneys' fees  
13       and costs incurred by Settlement Class Members or by Class Counsel in connection  
14       with the Litigation and the Settlement of the Litigation, except for the Attorneys'  
15       Fees and Costs as set forth in this Agreement and as approved by the Court.

16       7.2    As a material term of this Agreement and in consideration for the Service  
17       Enhancement Payment provided herein, and upon the occurrence of the Effective  
18       Date, Named Plaintiff Ramoan Hodge hereby fully, finally, and forever releases and  
19       discharges all claims, obligations, demands, actions, rights, causes of action, and  
20       liabilities against the Released Parties of whatever kind and nature, character and  
21       description, whether in law or equity, whether sounding in tort, contract, federal,  
22       state, and/or local law, statute, ordinance, regulation, common law, or other source  
23       or law, whether known or unknown, and whether anticipated or unanticipated, arising  
24       from Named Plaintiff's relationship or termination or relationship with any Released  
25       Party ("General Release"). The claims released by Named Plaintiff include, but are  
26       not limited to, the claims released by Settlement Class Members, as well as any other  
27       claims under any provision of the FLSA, the California Labor Code, any city or  
28       county ordinance in the State of California, and claims under any other state or

1 federal laws, including, without limitation, the Fair Employment Housing Act, Title  
2 VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the  
3 Americans with Disabilities Act, the Fair Credit Reporting Act, the Employee  
4 Retirement Income Security Act of 1974, and all of their implementing regulations  
5 and interpretive guidelines. Named Plaintiff also agrees, for the purpose of  
6 implementing a full and complete release and discharge of the Released Parties, that  
7 this General Release is intended to include all claims that Named Plaintiff did not  
8 know or suspect to exist in their favor at the time of execution. Named Plaintiff also  
9 expressly releases the Released Parties of all of their rights under Section 1542 of the  
10 Civil Code of the State of California as to any claims, demands, obligations, causes  
11 of action, rights, or liabilities of any kind which have been or could have been  
12 asserted against Released Parties. Section 1542 provides as follows:

13 **A general release does not extend to claims that the creditor or releasing**  
14 **party does not know or suspect to exist in his or her favor at the time of**  
15 **executing this release and that, if known by him or her, would have**  
16 **materially affected his or her settlement with the debtor or released**  
17 **party.**

18 8. **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

19 8.1 Upon execution of this Agreement, Class Counsel shall apply to the Court for the entry of  
20 an Order granting Preliminary Approval of the Settlement, including scheduling a  
21 Preliminary Approval hearing on the question of whether the proposed Settlement should be  
22 finally approved as fair, reasonable and adequate as to the proposed Class, substantially in  
23 the following form:

24 8.1.1. Approving as to form and content the proposed “Notice;”

25 8.1.2. Directing the mailing of the Notice by first class mail to the Settlement Class  
26 Members through the Settlement Administrator;

27 8.1.3. Preliminarily approving the Settlement; and

28 8.1.4. Approving Michael Elkin of Elkin Gamboa, LLP as Class Counsel, approving

1 Ramoan Hodge as Settlement Class Representative, and approving Apex Class  
2 Action LLC as the Settlement Administrator.

3 8.1.5. Class Counsel shall draft the Motion for Preliminary Approval and provide  
4 Defendants with drafts of said motion in advance of filing.

5 9. **DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT APPROVAL**

6 9.1 Following preliminary approval by the Court of the Settlement, Class Counsel will submit a  
7 Motion for Final Approval proposed Final Judgment. The proposed Final Judgment shall:

8 9.1.1. Approve the Settlement, adjudging the terms thereof to be fair, reasonable, and  
9 adequate and directing consummation of its terms and provisions;

10 9.1.2. Approve an award of Attorneys' Fees and Costs to Class Counsel;

11 9.1.3. Approve any Service Enhancement Payment to the Settlement Class Representative;

12 9.1.4. Certify the Settlement Class for settlement purposes only in accordance with this  
13 Agreement; and,

14 9.1.5. Permanently bar the Settlement Class Representative, and all Settlement Class  
15 Members from further prosecuting any of the Released Claims against the Released  
16 Parties. Named Plaintiff and Settlement Class Representative Ramoan Hodge shall  
17 also have been deemed to have executed a full and final general release pursuant to  
18 this Agreement and Civil Code Section 1542.

19 10. **MUTUAL FULL COOPERATION**

20 10.1 The Parties agree to cooperate fully with each other to accomplish the terms of this  
21 Settlement, including but not limited to execution of all necessary documents, and to take  
22 such other action as may reasonably be necessary to implement the terms of this Settlement.

23 The Parties shall use their best efforts, including all efforts contemplated by this Settlement  
24 and any other efforts that may become necessary by order of the Court, or otherwise, to  
25 effectuate the terms of this Settlement. As soon as practicable after execution of this  
26 Settlement Agreement, Class Counsel shall, with the assistance and cooperation of  
27 Defendants and their Counsel, take all necessary steps to secure the Court's Final Judgment.

28 10.2 If a Party cannot reasonably comply with an obligation under this Agreement by the deadline



1 set forth herein applicable to that obligation, that Party may apply to the Court for a  
2 reasonable extension of time to fulfill that obligation. Consent to such a request for an  
3 extension will not be unreasonably withheld by the other Party.

4 11. **STATEMENT OF NON-ADMISSION**

5 11.1 Nothing contained in this Agreement shall be construed or deemed an admission of liability,  
6 culpability, or wrongdoing on the part of Defendants, and Defendants deny liability therefor.  
7 Nor shall this Agreement constitute an admission by Defendants as to any interpretation of  
8 laws or as to the merits, validity, or accuracy of any claims made against them in the  
9 Litigation. Likewise, nothing in this Agreement shall be construed or deemed an admission  
10 with regards to the validity of any of Defendants' defenses or affirmative defenses. Each of  
11 the Parties has entered into this Settlement with the intention to avoid further disputes and  
12 litigation with the attendant inconvenience and expenses.

13 11.2 This Agreement, and all related documents, and all other actions taken in implementation of  
14 the Settlement, including any statements, discussions, or communications, and any materials  
15 prepared, exchanged, issued, or used during the course of the negotiations leading to this  
16 Agreement are settlement documents and shall be inadmissible in evidence and shall not be  
17 used for any purpose in any judicial, arbitral, administrative, investigative, or other court,  
18 tribunal, forum, or proceeding, including any wage and hour or other litigation against  
19 Defendants, for any purpose, except in an action or proceeding to approve, interpret, or  
20 enforce the terms of this Agreement.

21 11.3 The Notice, Opt-Out Letters, and any other evidence produced or created by any Settlement  
22 Class Member in connection with the claims procedures pursuant to this Settlement, and any  
23 actions taken by Defendants in response to such Opt-Out Letters, the calculations by the  
24 Settlement Administrator, or other evidence, do not constitute, are not intended to constitute,  
25 and will not be deemed to constitute an admission by Defendants of any violation of any  
26 federal, state, or local law, statute, ordinance, regulation, rule, wage order, or executive  
27 order, or any obligation or duty at law or in equity.

28 11.4 In the event that this Agreement is not approved by the Court, any appellate court, or

1 otherwise fails to become effective and enforceable, or is terminated, Defendants will not be  
2 deemed to have waived, limited, or affected in any way any of its objections or defenses in  
3 the Litigation.

4 12. **NULLIFICATION THE AGREEMENT**

5 12.1 This Joint Stipulation will be null and void, if: (a) the Court unconditionally refuses to grant  
6 approval of this Joint Stipulation; (b) the Court refuses to enter a judgment in the Action; (c)  
7 the judgment is reversed, modified, or declared or rendered void; and/or (d) if any material  
8 portion of this Joint Stipulation is invalidated, unless the Parties subsequently agree in writing  
9 that the remaining provisions of the Joint Stipulation are to remain in full force and effect.

10 12.2 Defendants have the right in their sole and exclusive discretion to terminate and withdraw  
11 from the Settlement at any time prior to Final Approval if (1) more than 10% of the Class  
12 Members timely and validly Opt-Out of the Settlement, or (2) if the Court fails to approve  
13 material terms of the Settlement, including the scope of the release. Defendants must make  
14 such election in writing to Class Counsel within 10 days of being notified by the Claims  
15 Administrator of a greater than 10% opt-out rate or the Court's failure to approve material  
16 terms of the Settlement.

17 12.3 If (a) the Court should for any reason fail to certify a Class for settlement purposes, or (b)  
18 the Court should for any reason fail to approve this Settlement in the form agreed to by the  
19 Parties (except for the amount of Attorney Fees, Costs and Service Enhancement Awards),  
20 or (c) the Court should for any reason fail to enter Final Approval resolving and ending the  
21 entire Litigation, or (d) the Court should fail to finally resolve the entire Litigation by  
22 allowing new parties and/or claims in the Litigation after entering Final Approval, or (e) the  
23 Final Approval Order is reversed, modified, or declared or rendered void, then the Settlement  
24 shall be deemed null, void and unenforceable and shall not be used nor shall be admissible  
25 in any subsequent proceedings either in this Court or in any other judicial, arbitral,  
26 administrative, investigative, or other court, tribunal, forum, or other proceeding without  
27 limitation against Defendants.

28 12.4 In the event that the Court does not approve the Attorney's Fees and Costs in the amount

1 requested by Class Counsel, or in the event that the Attorney's Fees and Costs requested by  
2 Class Counsel is reduced, that finding shall not be a basis for rendering the entire Settlement  
3 Agreement null, void, or unenforceable. Any increase of Attorney's Fees and/or Costs shall  
4 be paid out of the Class Settlement Amount. Class Counsel retains their right to appeal any  
5 decision by the Court regarding the Attorney's Fees and Costs.

6 13. **PARTIES' AUTHORITY**

7 13.1 The respective signatories to this Agreement each represent that they are fully authorized to  
8 enter into this Settlement and bind the respective Parties to its terms and conditions.

9 14. **NO PRIOR ASSIGNMENTS**

10 14.1 The Parties represent, covenant, and warrant that they have not directly or indirectly,  
11 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any  
12 person or entity any portion of any liability, claim, demand, action, cause of action, or right  
13 released and discharged in this Settlement.

14 15. **NOTICES**

15 15.1 Unless otherwise specifically provided herein, all notices, demands, or other  
16 communications given hereunder shall be in writing and shall be deemed to have been duly  
17 given as of: (i) the date given, if given by hand delivery; (ii) within one business day, if sent  
18 by overnight delivery services such as Federal Express or similar courier; or (iii) the third  
19 business day after mailing by United States registered or certified mail, return receipt  
20 requested. All notices given under this Agreement shall be addressed as follows:

21 15.1.1. To the Class:

22

23 ELKIN | GAMBOA, LLP  
24 Michael Elkin, Esq. (SBN 286862)  
25 E-Mail: michael@elkingambo.com  
26 4119 W. Burbank Blvd., Suite 110  
27 Burbank, CA 91505  
28 Telephone: 323.372.1202  
Facsimile: 323.372.1216

Attorneys for Plaintiff RAMOAN HODGE

28



1 15.1.2. To Defendants:  
2

3 TUCKER ELLIS LLP  
4 Ndubisi A. Ezeolu (SBN 256834)  
5 ndubisi.ezeolu@tuckerellis.com  
6 Alexander R. Safyan (SBN 277856)  
7 alexander.safyan@tuckerellis.com  
8 515 S. Flower St., 42nd Floor  
9 Los Angeles, CA 90071-2223  
Telephone: 213.430.3400  
Facsimile: 213.430.3409

Attorneys for Defendants CERYX MANAGEMENT LLC AND  
SOCIALLY ORIENTED UNITED LIVING, INC.

10 16. **CONFIDENTIALITY**

11 16.1 Any confidentiality associated with the terms of this Settlement shall expire upon the filing  
12 by Class Counsel of the Motion for Preliminary Approval with the Court, except that the  
13 negotiations and discussions preceding submission of the Settlement to the Court for  
14 preliminary approval, shall remain strictly confidential, unless otherwise agreed to by the  
15 Parties or unless otherwise ordered by the Court.

16 16.2 Named Plaintiff and Class Counsel agree not to issue a press release, or post anything on a  
17 website or any form of social media including Defendants' names, and/or to advertise any  
18 terms of the settlement through written, recorded or other electronic communications, at any  
19 time prior to final approval of the Settlement by the Court. This provision shall not prohibit  
20 Class Counsel from communicating with Class Members after preliminary approval is  
21 granted or from posting documents filed with the Court.

22 17. **MISCELLANEOUS PROVISIONS**

23 17.1 Construction. The Parties agree that the terms and conditions of this Agreement are the result  
24 of lengthy, intensive arm's-length negotiations between the Parties and that this Agreement  
25 shall not be construed in favor of or against any Party by reason of the extent to which any  
26 Party or her or his counsel participated in the drafting of this Agreement.

27 17.2 Captions and Interpretations. Paragraph titles or captions contained in this Agreement are a  
28 matter of convenience and for reference, and in no way define, limit, extend, or describe the

1 scope of this Settlement or any provision. Each term of this Agreement is contractual and  
2 not merely a recital.

3 17.3 Modification. This Agreement may not be changed, altered, or modified, except in a writing  
4 signed by the Parties, and approved by the Court. Notwithstanding the forgoing, the Parties  
5 agree that any dates contained in this Agreement may be modified by agreement of the  
6 Parties without Court approval if the Parties agree and cause exists for such modification.  
7 This Agreement may not be discharged except by performance in accordance with its terms  
8 or by a writing signed by the Parties.

9 17.4 Integration Clause. This Agreement and the Exhibit hereto contain the entire agreement  
10 between the Parties relating to the resolution of the Litigation. No rights under this  
11 Settlement may be waived except in writing and signed by the Party against whom such  
12 waiver is to be enforced.

13 17.5 Binding on Assigns. This Agreement shall be binding upon, and inure to the benefit of, the  
14 Parties and their respective heirs, trustees, executors, Administrators, successors, and  
15 assigns.

16 17.6 Counterparts and Electronic Signatures. This Agreement may be executed by facsimile  
17 signature, pdf signature, or signature in compliance with the Uniform Electronic Transaction  
18 Act, and in any number of counterparts, and when each party has signed and delivered at  
19 least one such counterpart, each counterpart shall be deemed an original, and, when taken  
20 together with other signed counterparts, shall constitute one and the same Agreement, which  
21 shall be binding upon and effective as to all Parties.

22 17.7 Applicable Law. This Agreement shall be governed by California law without regard to its  
23 choice of law or conflicts of law principles or provisions.

24 17.8 Continuing Jurisdiction. After Final Approval, the Court shall retain continuing jurisdiction  
25 to ensure the continuing implementation of this Agreement, including the interpretation and  
26 enforcement of the terms of the Settlement, any Settlement Administration matters, and such  
27 post-Judgment matters as may be applicable under court rules.

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Dated: 09/05/2025

By: [Signature]  
Ramoan Hodge  
On behalf of him/herself, as Plaintiff, and the  
Class

CERYX MANAGEMENT LLC

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

By: \_\_\_\_\_

SOCIALLY ORIENTED UNITED LIVING, INC.  
DBA SOUL HOUSING

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

By: \_\_\_\_\_

**APPROVED AS TO FORM**

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

By: \_\_\_\_\_  
Michael Elkin

On Behalf of Plaintiff Ramoan Hodge and Other  
Class Members

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

By: \_\_\_\_\_  
Alexander R. Safyan

Attorneys for Defendants CERYX MANAGEMENT  
LLC AND SOCIALLY ORIENTED UNITED  
LIVING, INC., DBA SOUL HOUSING



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

By: \_\_\_\_\_

Ramoan Hodge  
On behalf of him/herself, as Plaintiff, and the  
Class

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CERYX MANAGEMENT LLC

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6 Dated: September 5, 2025

By: Eric Schames  
Eric Schames

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SOCIALLY ORIENTED UNITED LIVING, INC.  
DBA SOUL HOUSING

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Dated: September 5, 2025

By: Roman Rozhansky  
Roman Rozhansky

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13 **APPROVED AS TO FORM**

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Dated: September 5, 2025

By: Michael Elkin  
Michael Elkin

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On Behalf of Plaintiff Ramoan Hodge and Other  
Class Members

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Dated: September 5, 2025

By: Alexander R. Safyan  
Alexander R. Safyan

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Attorneys for Defendants CERYX MANAGEMENT  
LLC AND SOCIALLY ORIENTED UNITED  
LIVING, INC., DBA SOUL HOUSING

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