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FILED
Superior Court of California
County of Los Angeles

09/11/2025

David W. Slayton, Executive Officer / Clerk of Court

By: L. M'Greené Deputy

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

RAMOAN HODGE, as an individual, and on
behalf of all others similarly situated,

Plaintiff,

vs.

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

Defendants.

Case No. 25STCV01194

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

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA SETTLEMENT**

Hearing:

Date: August 21, 2025

Time: 10:30 a.m.

Dept.: 12

Action Filed: January 16, 2025

Trial Date:

The Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion")
in the above references case came before this Court on August 21, 2025, in Department 12,
Honorable Carolyn B. Kuhl, presiding.

1 The Court, having considered the Joint Stipulation of Class Action Settlement (“Settlement
2 Agreement”) and all other papers filed in this action, and good cause appearing, hereby finds and
3 orders as follows:

4 1. The Court finds on a preliminary basis that the Settlement Agreement appears to be
5 fair, adequate, and reasonable, and therefore meets the requirements for preliminary approval. The
6 Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms
7 set forth in the Settlement Agreement attached as Exhibit “A” to the ^{Supplemental} Declaration of Michael Elkin
8 in Support of Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action Settlement.
9 The Court preliminarily finds that the terms of the Settlement appear to be within the range of
10 possible approval, pursuant to California Code of Civil Procedure § 382 and applicable law.

11 2. The Settlement falls within the range of reasonableness of a settlement which could
12 ultimately be given final approval by this Court, and appears to be presumptively valid, subject
13 only to any objections that may be raised at the Final Approval Hearing and final approval by this
14 Court. The Court notes that Defendants have agreed to create a common fund of \$205,000.00 to
15 cover (a) settlement payments to class members who do not validly opt out; (b) \$30,000.00
16 allocated to penalties under the Private Attorneys General Act of 2004 (“PAGA”), distributed as
17 follows: 35% (\$10,500) to the PAGA Employees and 65% (\$19,500) to the California Labor and
18 Workforce Development Agency; (c) Class Representative Enhancement Payment of up to \$5,000
19 to Plaintiff; (d) Class Counsel’s attorneys’ fees, not to exceed 35% of the Gross Settlement
20 Amount (\$71,750), and up to \$5,000 in costs for actual litigation expenses incurred by Class
21 Counsel; and (e) Settlement Administration costs of up to \$6,900.

22 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
23 reasonable to the class members when balanced against the probable outcome of further litigation
24 relating to class certification, liability and damages issues, and potential appeals; (2) significant
25 informal discovery, investigation, research, and litigation have been conducted such that counsel
26 for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement
27 at this time will avoid substantial costs, delay, and risks that would be presented by the further
28 prosecution of the litigation; and (4) the proposed settlement has been reached as the result of

1 intensive, serious, and non-collusive negotiations between the Parties. Accordingly, the Court
2 preliminarily finds that the Settlement Agreement was entered into in good faith.

3 4. A final fairness hearing on the question of whether the proposed settlement,
4 attorney’s fees and costs to Class Counsel, and the class representative’s enhancement award
5 should be finally approved as fair, reasonable and adequate as to the members of the class is
6 hereby set in accordance with the Implementation Schedule set forth below.

7 5. The Court provisionally certifies for settlement purposes only the following class
8 (the “Settlement Class”):

9 All persons employed by Ceryx Management LLC or Socially Oriented
10 United Living, Inc. dba Soul Housing in any non-exempt, hourly paid job
11 position in California, including but not limited to at any Soul Housing
12 facility, at any time during the Class Period..

13 6. The Court finds, for settlement purposes only, that the Settlement Class meets the
14 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
15 Settlement Classes are so numerous that joinder is impractical; (2) there are questions of law and
16 fact that are common, or of general interest, to all Settlement Class Members, which predominate
17 over individual issues; (3) Plaintiff’s claims are typical of the claims of the Settlement Class
18 Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the
19 Settlement Class Members; and (5) a class action is superior to other available methods for the fair
20 and efficient adjudication of the controversy.

21 7. The Court appoints, for settlement purposes only, Ramoan Hodge, as Class
22 Representative.

23 8. The Court appoints, for settlement purposes only, Michael Elkin of Elkin Gamboa,
24 LLP, as Class Counsel. The Court further preliminary approves Class Counsel’s ability to request
25 attorneys’ fees of up to 35% of the Gross Settlement Amount (\$71,750), and up to \$5000 in costs.

26 9. The Court appoints Apex Class Action LLC, as the Settlement Administrator with
27 reasonable administration costs estimated not to exceed \$6,900.

28 10. The Court approves, as to form and content, the Class Notice, attached hereto as
Exhibit “1” and incorporated herein, and finds that the Class Notice satisfies the requirements of

1 California Rule of Court, rules 3.766 and 3.769, subd. (f), and fairly apprises the Class Members
2 of the terms of the final approval hearing date, the proposed settlement terms and of their options,
3 including: (1) the nature of the action, the definition of the Class, the identity of Class Counsel, and
4 the essential terms of the Settlement; (2) Named Plaintiff's and Class Counsel's applications for
5 the class representative's enhancement award, and Class Counsel's request for attorney's fees and
6 litigation costs; (3) a formula used to determine the Class Member's estimated payment; (4)
7 Settlement Class Members' rights to appear through counsel if they desire; (5) how to object to the
8 Settlement or submit an opt-out request if a Class Member wishes to do so; and (6) how to obtain
9 additional information regarding the action and the Settlement. Counsel for the Parties are
10 authorized to correct any typographical errors in settlement and make clarifications, to the extent
11 the same are found or needed, so long as such corrections do not materially alter the substance of
12 the documents.

13 11. The Court approves the procedure for Class Members to participate in, request
14 exclusion from, or object to, the Settlement Agreement, and preserve appeal rights as set forth in
15 the Settlement Agreement and the Class Notice.

16 12. The Court finds that the deadlines and method set forth in the Settlement
17 Agreement for the mailing of the Notice meet the requirements of due process, provide the best
18 notice practicable under the circumstances, constitute due and sufficient notice to all persons
19 entitled to notice, and otherwise satisfy the requirements of California law and due process.

20 13. Defendants are directed to provide the Settlement Administrator, not later than
21 twenty-one (21) days after the Preliminary Approval Date, the Class List, as set forth in the
22 Settlement Agreement.

23 14. The Court directs the Settlement Administrator to send out the Notice attached
24 ~~hereto as Exhibit "F"~~ to the supplemental declaration of Mr. Elkin to Class Members via first class mail within fifteen (15) days after receipt of
25 the Class List, and to otherwise carry out the Settlement according to the terms of the Settlement
26 Agreement and in conformity with this Order.

27 15. The Parties are also ordered to carry out the Settlement according to the terms of
28 the Settlement Agreement.

1 16. Any class member who does not request exclusion from the settlement may object
2 to the Settlement Agreement.

3 17. The Court orders the following Implementation Schedule:

4	Defendant to Provide Class List to Settlement Administrator	Within 21 days of preliminary approval
5	Settlement Administrator to mail Notice Packets by First Class Mail	Within 15 days of receipt of the Class List
6	Deadline for Class Members to submit Requests for Exclusion and Objections to the Settlement.	45 days after mailing of the Class Notice
7	Deadline to file declarations verifying service of Notice	Within 10 days of the close of the Opt-out/Objection period
8	Deadline to file Motion for Final Approval and application for award of attorneys' fees, costs and service payments	16 court days prior to the hearing on the Motion for Final Approval
9	Deadline for filing of any written opposition to the Motion for Final Approval, or filing any response to an objection to the Settlement.	9 court days prior to the hearing on the Motion for Final Approval
10	Deadline for filing of any written reply to any opposition to the Motion for Final Approval	5 court days prior to the hearing on the Motion for Final Approval
11	Final Approval Hearing	March 11, 2025 at 10:30am in Department 12.

12 18. The Court further ORDERS that, pending further order of this Court, all
13 proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

14 19. The Settlement is preliminarily approved but is not an admission by Defendants of
15 the validity of any claims in this class and PAGA action, or of any wrongdoing or violation of law
16 by Defendants. Neither the Agreement nor any related document shall be offered or received in
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1 evidence in any civil, criminal, or administrative action or proceeding other than such proceedings
2 as may be necessary to consummate or enforce the Agreement and Settlement. The obligations set
3 forth in the Agreement are deemed part of this Order.

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5 **IT IS SO ORDERED.**



Carolyn B. Kuhl

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7 DATED: 09/11/2025

Carolyn B. Kuhl / Judge
8 Hon. Carolyn B. Kuhl
9 Judge of the Superior Court

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PROOF OF SERVICE
(C.C.P. §§ 1013a and 2015.5)

I, DANIELLE COHEN, declare as follows:

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action. My business address is 4119 W. Burbank Blvd., Suite 110, Burbank, CA 91505. My email address is danielle@elkingambo.com.

On June 18, 2025, I caused to be served the foregoing document described as **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT** on the interested parties in this action as follows:

Alexander R. Safyan Esq. Tucker Ellis LLP 515 South Flower Street, Forty Second Floor, Los Angeles, CA 90071	Attorneys for Defendant Ceryx Management LLC and Defendant Socially Oriented United Living, Inc. T: (213) 430-3031 E: Alexander.Safyan@tuckerellis.com; Jennifer.Polzin@tuckerellis.com
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CASE ANYWHERE: By electronically serving the document(s) via Case Anywhere to the parties and/or counsel who are registered to use Case Anywhere in this matter, as identified above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 18, 2025, at Burbank, California.



DANIELLE COHEN