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14 Oriented United Living, Inc.

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

17 Ramoan Hodge, as an individual, and on
18 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
27
28

Case No. 25STCV01194

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

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

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

1. **DEFINITIONS**

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

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

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

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

1.5 The term “*Class Member(s)*” means all persons employed by Ceryx Management LLC or Socially Oriented United Living, Inc. dba Soul Housing in any non-exempt, hourly paid job 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

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

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

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

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

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

1.21 The term "*PAGA Payment*" means the amount of \$30,000.00 to be paid as civil penalties for the resolution of all claims under the Private Attorneys General Act, Labor Code § 2698, *et 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 Parties*” means Defendants and all of their current and former parents,
15 subsidiaries, predecessors, successors, affiliates, corporations in common control, divisions,
16 assigns, and related entities, and their respective shareholders, owners, officers, directors,
17 managers, employees, Administrators, fiduciaries, trustees, agents, partners, attorneys,
18 insurers, legal representatives, and benefit plans Administrators, and their respective
19 predecessors, successors, and assigns.

20 1.25 The term “*Service Enhancement Payment*” means the amount of money to be requested by
21 Class Counsel on behalf of the Named Plaintiff, subject to Court approval, to compensate
22 the Named Plaintiff for the efforts and risk Named Plaintiff individually undertook on behalf
23 of the settlement class, and in consideration for his execution of his general release, Named
24 Plaintiff Ramoan Hodge will receive Five Thousand Dollars and Zero Cents (\$5,000.00) in
25 recognition of his efforts, subject to Court approval. Any portion of the Service
26 Enhancement Payment not awarded by the Court to the Named Plaintiff shall be added to
27 the Net Settlement Amount for the benefit of all Settlement Class Members.

28 1.26 The term “*Settlement*” means the disposition and conclusion of this entire Litigation and

1 termination of all related claims effectuated by this Agreement.

2 1.27 The term “*Settlement Administrator*” means Apex Class Action LLC, the third party entity
3 agreed to by the Parties subject to Court approval which will perform the duties of, among
4 other things: (i) mailing the Notice and Class Action Information Form to Class Members;
5 (ii) performing an NCOA search and skip-tracing; (iii) tracking returned Opt-Out Letters
6 and Objections; (iv) notifying the Parties regarding submitted Opt-Out Letters and
7 Objections consistent with this Agreement; (v) issuing payments consistent with this
8 Agreement; and, (vi) issuing any required tax paperwork. The Parties represent that they do
9 not have any financial interest in the Claims Administrator or otherwise have a relationship
10 with the Claims Administrator that could create a conflict of interest.

11 1.28 The term “*Settlement Administration Costs*” means the costs incurred by the Settlement
12 Administrator to compare the class list against the National Change of Address (“NCOA”)
13 database maintained by the United States Postal Service; typeset, print, and mail the Notice
14 to all Class Members; perform skip-tracing of returned mailings; payment of postage
15 required to comply with this Agreement; and all other expenses, including tax reporting and
16 fees to be paid by the Settlement Administrator, necessary to administer the Settlement in
17 accordance with this Agreement. The amount of the Settlement Administration Costs as
18 approved by the Court shall be paid from the gross Class Settlement Amount.

19 1.29 The term “*Settlement Class*” means all Class Members who do not timely and validly
20 exclude themselves from the class in compliance with the exclusion procedures set forth in
21 this Agreement and who have not previously agreed to a general release of claims against
22 Defendants during the Class Period.

23 1.30 The term “*Settlement Class Member*” means any member of the Settlement Class.

24 1.31 The term “*Settlement Class Representative*” means Named Plaintiff Ramoan Hodge, who
25 Class Counsel shall request be appointed by the Court as class representative for purposes
26 of the Settlement Class.

27 1.32 The term “*Settlement Disbursement Payment*” means the disbursements made by the
28 Settlement Administrator to individual Settlement Class Members pursuant to the

1 Agreement.

2 1.33 The term “*Settlement Effective Date*” means the date on which the Settlement is finally
3 approved and the Court’s Final Judgment (“Final Judgment” or “Judgment”) becomes final.
4 For purposes of this paragraph, the Court’s Final Judgment becomes final upon the latter of:
5 (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal
6 from, or other challenge to, the Court’s Judgment (no less than thirty (30) calendar days after
7 the Court’s Judgment is entered); (ii) the date affirmance of an appeal of the Judgment
8 becomes final; or (iii) the date of final dismissal of any appeal from the Judgment or the final
9 dismissal of any proceeding on review of any court of appeal and/or Supreme Court decision
10 relating to the Judgment.

11
12 2. **RECITALS**

13 2.1 On or about August 29, 2024, Plaintiff Ramoan Hodge filed a claim with the Labor and
14 Workforce Development Agency (“LWDA”) as a prerequisite to adding a cause of action
15 for penalties pursuant to the California Labor Code Private Attorneys General Act, Labor
16 Code § 2698, et seq. (“PAGA”).

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

- 1 2.3 Prior to and since the inception of the Litigation, the Parties have engaged in informal
2 discovery. Among other things, Defendants provided Named Plaintiff with copies of his time
3 and payroll records, relevant time and payroll data for Class Members, and copies of relevant
4 written policies.
- 5 2.4 The Parties engaged in extensive discussions about the respective strengths and weaknesses
6 of their claims and defenses. The Parties ultimately agreed to participate in mediation, and
7 on March 14, 2025, the Parties and their attorneys of record participated in a full-day private
8 mediation session with S. Shane Sagheb, an experienced and respected employment
9 mediator. The Parties did not reach an agreement among themselves at mediation; however,
10 the mediator made a blind settlement proposal (a “mediator’s proposal”), which the Parties
11 accepted and agreed to as a settlement in principle.
- 12 2.5 Class Counsel, after evaluation of the sharply disputed factual and legal issues relating to
13 the Parties’ respective positions in the Action and taking into account the risks, uncertainties,
14 and expense of continued litigation, as well as the substantial benefits to be received pursuant
15 to the compromise reached by the Parties and other relevant considerations, have concluded
16 that a settlement of this Action on the terms and conditions set forth in this Agreement is
17 fair, adequate, and reasonable, and in the best interests of all Class Members. The Settlement
18 provides a fair, flexible, speedy, cost-effective, and assured procedure for providing a
19 monetary settlement to Named Plaintiff and the Settlement Class Members. The Parties
20 acknowledge that there is a good faith dispute regarding Named Plaintiff’s allegations of
21 unpaid wages on both an individual and class-wide basis and that the consideration provided
22 herein includes a good faith, reasonable compromise, and settlement regarding such claims.
23 Named Plaintiff further acknowledges that he has been paid or has received all
24 compensation, wages, bonuses, commissions, and benefits which are due and payable as of
25 the date of the execution of this Agreement.
- 26 2.6 Defendants, taking into account the risks, uncertainties, disruptions, and expenses involved
27 in the Litigation, and their desire to put this controversy to rest, have concluded that a
28 settlement of the Litigation on the terms and conditions set forth in this Agreement is in the

best interest of Defendants because it will end and encompass all pending, threatened, or possible litigation or claims by Named Plaintiff and the Settlement Class Members against Defendants that involve or allege the claims that have been asserted in the Litigation.

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

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

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

3. **CERTIFICATION OF SETTLEMENT CLASS FOR SETTLEMENT PURPOSES ONLY**

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

3.2 The Parties and Class Counsel agree that, if approved, certification of the Class is a

1 conditional certification for settlement purposes only, and if for any reason the Court does
2 not grant final approval of the Settlement, or if final approval is not given following the
3 appeal of any order by the Court, or if for any reason the Settlement Effective Date does not
4 occur, the certification of the class for settlement purposes shall be deemed null and void
5 without further action by the Court or any of the Parties, each Party shall retain all of their
6 respective rights and shall be returned to their relative legal positions as they existed prior
7 to execution of this Agreement, and neither this Agreement, nor any of its accompanying
8 exhibits or any orders entered by the Court in connection with this Agreement, shall be
9 admissible or used for any purpose in this Litigation or any other legal or administrative
10 proceeding.

11 3.3 The Parties and Class Counsel agree that, if approved, certification of the Class for
12 settlement purposes is in no way an admission by Defendants that class certification is proper
13 in any other litigation against Defendants.

14
15 4. **TERMS OF SETTLEMENT**

16 4.1 Subject to the other terms and conditions of this Agreement, and in consideration of the
17 contemplated pleadings, releases and dismissals set forth in this Agreement, and subject to
18 Court approval, the Parties agree that the gross Class Settlement Amount shall be TWO
19 HUNDRED AND FIVE THOUSAND DOLLARS AND ZERO CENTS (\$205,000.00).

20 4.2 Subject to Court Approval, the PAGA Payment of \$30,000 shall be made from the Class
21 Settlement Amount, with 35% of the payment going to the Aggrieved Employees and 65%
22 of the payment going to the Labor and Workforce Development Agency ("LWDA"). These
23 payments will be made whether or not the Aggrieved Employees opt out of the Settlement,
24 as Aggrieved Employees may not opt out of the PAGA Payment nor object to the PAGA
25 Payment. The 35% of the PAGA Payment allocated to the Aggrieved Employees will be
26 distributed to the Aggrieved Employees based on their respective pay periods worked during
27 the PAGA Period.

28 4.3 Excluding those Class Members who Opt-Out from the Settlement, all members of the

1 Settlement Class shall be allocated a respective Settlement Disbursement Payment which
2 will be calculated by dividing the total number of weeks worked by each Settlement Class
3 Member during the Class Period by the total workweeks worked by all Settlement Class
4 Members during the Class Period while employed by Defendants and multiplying this ratio
5 by the Net Settlement Amount. The workweeks for Class Members who Opt-Out will be
6 excluded from the total workweeks amount when calculating Settlement Class Members'
7 *pro rata* shares. Each individual Settlement Class Member will be issued payment by check
8 for his or her *pro rata* share of the Net Settlement Amount. This is a non-reversionary
9 settlement, and no claim form is required to be submitted for Settlement Class Members to
10 be paid.

11 4.4 Class Counsel may request that, subject to Court approval, Named Plaintiff, as Settlement
12 Class Representative, be paid a maximum Service Enhancement Payment of up to Five
13 Thousand Dollars and Zero Cents (\$5,000.00), which shall be paid from the gross Class
14 Settlement Amount. Defendants will not oppose Class Counsel's request for said Service
15 Enhancement Payment for the Plaintiff. In the event the Court does not award the full
16 requested Service Enhancement Payment, the remainder shall be added to the Net Settlement
17 Amount for the benefit of all Settlement Class Members. The Settlement Class
18 Representative agrees to assume the responsibility of remitting to the Internal Revenue
19 Service, the California Franchise Tax Board, and any other relevant taxing authority the
20 amounts required by law, if any, to be withheld by Defendants from the Service
21 Enhancement Payment paid under this Agreement. The Settlement Class Representative
22 will assume full responsibility for paying all taxes, federal and state, if any, due as a result
23 of the Service Enhancement Payment and agrees to indemnify Defendants for any such taxes
24 owed.

25 4.5 Class Counsel shall apply to the Court for an award of Attorney's Fees and Costs, which
26 shall be paid from the gross Class Settlement Amount. Defendants will not oppose Class
27 Counsel's application for an award of Attorneys' Fees in an amount equal to Thirty-Five
28 percent (35%) of the gross Class Settlement Amount comprising a maximum of Seventy-

1 Five Thousand Dollars and Zero Cents (\$71,750.00) plus reasonable Costs not to exceed
2 \$5,000.00. In the event the Court does not award the full requested Attorney's Fees or Costs,
3 the remainder(s) shall be added to the Net Settlement Amount for the benefit of all
4 Settlement Class Members. Class Counsel assumes full responsibility for paying all taxes,
5 federal and state, if any, due as a result of any awarded attorney's fees and costs and agrees
6 to indemnify Defendants for any such taxes owed.

7 4.5.1. The Parties agree that the Court's approval or denial of any request for Attorney's
8 Fees and Costs or the Named Plaintiff's Service Enhancement Payment are not
9 material conditions to this Agreement and are to be considered by the Court
10 separately from the fairness, reasonableness, adequacy, and good faith of the
11 settlement. Any order or proceeding relating to the application by Class Counsel of
12 an award for Attorney's Fees and Costs or for Service Enhancement shall not operate
13 to terminate or cancel this Agreement. However, Class Counsel retains the right to
14 file an appeal in the event the Court reduces and/or denies the requested Attorneys'
15 Fees and/or Named Plaintiff's Service Enhancement Payment.

16 4.5.2. Class Counsel warrants and represents that there are no liens on the amounts to be
17 paid pursuant to the terms of this Agreement and that no assignments of the claims
18 to be released or the Attorneys' Fees and Costs to be paid pursuant to this Agreement
19 have been made or attempted. Class Counsel agrees to defend, indemnify and hold
20 harmless Defendants from any liability resulting from a breach of these
21 representations and/or any lien or assignment.

22 4.6 The Parties agree that, subject to Court approval, payment to the Settlement Administrator
23 shall not exceed \$6,900.00. The Settlement Administration Costs shall be paid from the
24 gross Class Settlement Amount. The Settlement Administrator shall regularly and accurately
25 report to the Parties, in written form when requested, on the substance of the work
26 performed.

27 4.7 The Parties agree that the individual amounts paid to Settlement Class Members from the
28 Net Settlement Amount shall be correctly and appropriately allocated as follows: (1) twenty

1 percent (20%) to wages, subject to applicable withholdings, to be reported on a W-2 form;
 2 (2) eighty percent (80%) to penalties and interest, not subject to withholdings and reported
 3 on a 1099 form to be issued by the Settlement Administrator. The Parties understand and
 4 agree that Defendants, Named Plaintiff, Defense Counsel and Class Counsel are not
 5 providing legal tax advice, or making representations regarding tax obligations or
 6 consequences, if any, related to this Agreement, and that the Settlement Class Members will
 7 assume any such tax obligations or consequences that may arise from this Agreement, and
 8 that Settlement Class Members shall not seek any indemnification from Defendants, Named
 9 Plaintiff, Defense Counsel or Class Counsel in this regard. The Parties agree that, in the
 10 event any taxing body determines that additional taxes are due from any Settlement Class
 11 Member, such Settlement Class Member assumes all responsibility for the payment of any
 12 such taxes and agrees to indemnify, defend and hold Defendants harmless for the payment
 13 of such taxes, any failure to withhold, and any penalties associated therewith.

14 4.8 Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
 15 THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
 16 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
 17 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
 18 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
 19 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER
 20 ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH
 21 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
 22 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
 23 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2)
 24 THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER
 25 OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
 26 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS
 27 NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION
 28 OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER

PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

4.9 Defendants, Defense Counsel, Named Plaintiff and Class Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Named Plaintiff and Settlement Class Members will not rely on any statement, representation, or calculation by Defendants, Defense Counsel, Named Plaintiff, Class Counsel or by the Settlement Administrator in this regard. Named Plaintiff and Settlement Class Members understand and agree that except for Defendants' payment of the employer's portion of any payroll taxes, they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

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

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

1 4.12 Checks issued to the Settlement Class Members pursuant to this Agreement shall remain
2 negotiable for a period of one hundred and eighty (180) days from the date of mailing by the
3 Settlement Administrator. Thereafter, the checks shall become null and void, and any monies
4 remaining in the distribution account shall be distributed to Our Big Kitchen Los Angeles
5 (OBKLA), a non-profit organization that unites volunteers to prepare and package meals for
6 people facing food insecurity across Los Angeles. The Parties agree that this disposition
7 results in no “unpaid residue” under California Civil Procedure Code § 384, as Settlement
8 Awards will be paid out to Settlement Class Members, whether or not they cash their
9 Settlement Checks, and that Defendants will not be required to pay interest on said amount.

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

11 5.1 Within twenty-one (21) business days after the Court grants preliminary approval of this
12 Settlement, Defendants shall provide to the Settlement Administrator a list of all Class
13 Members, including the following information/data in a Microsoft Excel spreadsheet: 1) full
14 name; 2) last known home mailing address; 3) social security number; and 4) workweeks
15 worked during the Class Period in order for the Settlement Administrator to be able to
16 calculate each Settlement Class Member’s respective *pro rata* settlement share (hereinafter
17 the “*Class List*”). The Class List shall be based on the data kept in the ordinary course of
18 business in Defendants’ business records. The Parties agree that the contents of the Class
19 List are confidential and shall not be shared with anyone other than the Settlement
20 Administrator for any purpose. Within fifteen (15) days of receiving the aforementioned data
21 from Defendants, the Settlement Administrator will send out the “Notice” attached hereto as
22 Exhibit 1 to Class Members via first class mail.

23 5.2 Subject to Court approval, the Notice shall be sent by the Settlement Administrator to all
24 Class Members by first class mail. The Notice shall describe the terms of the Settlement, the
25 Opt-Out process, the objection process, the procedure for disputing the Settlement Class
26 Member’s stated amount of workweeks during the Class Period, and the date set by the Court
27 for a hearing on Final Approval of the Settlement. The Notice shall also include the amount
28 of each Class Member’s workweeks within the Class Period and the estimated recovery for

1 each Class Member.

2 5.3 Prior to mailing the Notice, the Settlement Administrator shall process the Class List against
3 the National Change of Address (“NCOA”) Database maintained by the United States Postal
4 Service (“USPS”). It shall be conclusively presumed that if the Notice is not returned as
5 “undeliverable,” the Class Member received the Notice. With respect to Notices that are
6 returned as undeliverable, if a forwarding address is provided by the USPS, the Settlement
7 Administrator shall re-mail the Notice within three (3) business days. If a Notice is
8 “undeliverable” and no forwarding address is provided, the Settlement Administrator shall
9 employ a more substantive skip-tracing procedure in order to obtain updated address
10 information and shall re-mail the Notice to those Class Members whom a new address is
11 located. All re-mailings to skip-traced Class Members shall be performed periodically during
12 the claims filing period and must be completed no later than ten (10) days prior to the Opt-
13 Out / Objection Period deadline. If the Notice is returned after skip-tracing and re-mailing
14 occurs, there shall be no further skip-tracing and it shall be presumed that the Settlement
15 Class Member cannot be located. Within five (5) business days following the Opt Out /
16 Objection Period, the Settlement Administrator will provide a final report of the number of
17 Class Members who have objected to or requested to Opt-Out of the Settlement.

18 5.4 Any Settlement Class Member who disagrees with the amount of the workweeks indicated
19 for that Class Member shall give written notice to the Settlement Administrator to indicate
20 and explain such disagreement, which must contain (1) a clear and unambiguous statement
21 indicating that the Class Member disputes the number of workweeks credited to him or her
22 and the number that is contended to be correct; (2) the Class Member’s full name; (3) the
23 signature of the Class Member; and (4) any evidence to support the Class Members’ dispute,
24 and must be postmarked to the Settlement Administrator on or before the Opt-Out /
25 Objection Period deadline. Absent evidence rebutting Defendants’ records, Defendants’
26 records shall be determinative. The Settlement Administrator will inform counsel for all
27 Parties in writing of any timely-filed workweek challenges, and shall investigate any
28 challenges including by consulting with Defendants, Defendants’ Counsel, and Class

Counsel, and the Parties shall mutually agree on how to resolve the dispute.

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

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

6.1 The Notice shall set a date of forty-five (45) calendar days from the date on which it is mailed as the deadline by which members of the Settlement Class may submit an Opt-Out Letter, objection to the Settlement, change of contact information, or dispute related to the calculated workweeks. No Opt-Out requests or objections will be honored if postmarked after the Opt-Out / Objection Period deadline. All Opt-Out Letters shall be sent to the Settlement Administrator, who will then provide the information to Defense Counsel only. All Objections shall be sent to the Settlement Administrator, who will then provide the Objections to Defense Counsel only. If a Settlement Class Member mistakenly sends an Opt-Out Letter or objection to Class Counsel, or to Defense Counsel, the respective party will forward the documents, including the mailing envelope evidencing the postmark date, as soon as possible to the Settlement Administrator.

6.2 Opt-Out Letters.

6.2.1. A Class Member who wishes to Opt-Out from this Settlement and the release of claims pursuant to this Settlement, shall submit an "Opt-Out Letter" directly to the Settlement Administrator. The written Opt-Out Letter must: (1) explicitly and unambiguously state the following statement or similar statement: "I wish to be excluded from the *Ramoan Hodge v. Ceryx Management LLC and Socially Oriented United Living, Inc.* Settlement. I understand by excluding myself, I will not receive any money from the settlement reached in this matter."; (2) contain the full name, address, and the last four digits of the Social Security number of the person requesting exclusion; (3) be signed by the Class Member; and (4) be postmarked or fax stamped by the Opt-Out / Objection Period deadline and returned to the

Settlement Administrator at the specified address stated in the Notice. The Opt-Out will not be valid if it is not timely submitted. The date of the postmark on the return mailing envelope on the Opt-Out Letter shall be the exclusive means used to determine whether the Opt-Out was timely submitted. Any Class Member who requests to be excluded from the Settlement Class by submitting an Opt-Out Letter will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement nor have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely written Opt-Out Letter on or before the Opt-Out / Objection Period deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is finally approved by the Court. To be timely, the Opt-Out Letter must be postmarked by the date indicated in the Notice, which shall be forty-five (45) calendar days after the Notice is first mailed to the Settlement Class Members. Class Members are not permitted to opt out of the PAGA payment, and will receive such individual share of the PAGA Payment, if applicable, irrespective of whether the Class Member opts out of the Settlement.

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

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

6.3 Objection to Settlement. A Settlement Class Member who has not opted-out of the Settlement and who wishes to object to the Settlement must notify the Settlement Administrator of his or her objection, in writing, on or before the date which is forty-five (45) calendar days after the Notice is first mailed to Class Members. The objection must

1 state the Settlement Class Member's (i) full legal name, address, and last four digits of his
2 or her social security number (for identity verification purposes); (ii) the words "Notice of
3 Objection" or "Formal Objection;" in clear and concise terms; and (iii) the arguments
4 supporting the objection, including any evidence they wish to provide which supports those
5 arguments. A Settlement Class Member may also appear at the Final Approval Hearing,
6 either in person or through his or her own attorney, if he or she wishes to object to the
7 Settlement. Instructions regarding how to object are found in the Notice (*see* Exhibit 1). Any
8 Class Member who opts-out of the Settlement shall not have standing to object to the
9 Settlement. A Settlement Class Member may not object to the PAGA Payment.

10 6.4 Each Settlement Class Member who does not Opt-Out of the Settlement shall be entitled to
11 their respective *pro rata* share of the Net Settlement Amount upon the Order Granting Final
12 Approval of Class Action Settlement. The amount that each Settlement Class Member is
13 eligible to receive under this Settlement shall be determined in accordance with the formula
14 set forth in this Agreement.

15 6.5 As soon as practicable following the close of the Opt-Out / Objection Period deadline, and
16 in all events no later than 10 days after the close of the Opt-Out / Objection Period deadline,
17 the Settlement Administrator will provide Class Counsel and Defense Counsel with a
18 declaration attesting to completion of the notice process set forth herein, including an
19 explanation of efforts to re-send undeliverable notices returned with forwarding addresses.
20 The Opt-Out / Objection Period deadline shall not be extended beyond the forty-five (45)
21 days provided herein.

22 6.6 The Settlement Administrator will stamp the date received, and if received by United States
23 First Class Mail, also note the postmark date, on the original of any Opt-Out Letter or
24 objection it receives. The Settlement Administrator shall provide Class Counsel and Defense
25 Counsel with weekly reports regarding the Opt-Out Letters received, objections to the Class
26 Action Settlement received, or any disputes received regarding the workweeks worked by
27 the Class Members along with copies of such documents. Within ten (10) days after the end
28 of the Opt-Out / Objection Period, the Settlement Administrator shall immediately send to

1 Class Counsel and Defense Counsel either by e-mail or overnight delivery a declaration
2 listing the total number of Opt-Outs, objections to the Class Action Settlement received, and
3 disputes regarding the workweeks worked by Class Members received.

4 6.7 Upon expiration of the Opt-Out / Objection Period, Named Plaintiff shall file a Motion for
5 Final Approval and Entry of Final Judgment with all necessary supporting documents with
6 the Court and shall schedule a Final Approval Hearing in accordance with applicable rules.
7 Class Counsel shall be responsible for drafting all documents necessary to obtain final
8 approval. At least seven (7) days prior to filing, Named Plaintiff shall provide Defendants
9 with a draft of the Motion for Final Approval for review and comment. Class Counsel shall
10 also file and serve their motion for approval of Attorneys' Fees and Costs, and Enhancement
11 Payments, along with all supporting evidence at the same time they file and serve their
12 Motion for Final Approval. Class Counsel shall provide drafts to Defendants in advance of
13 filing the Motion for Final Approval.

14
15 6.8 After Entry of Final Judgment, Defendants will provide the Settlement Administrator with
16 sufficient funds via wire transfer to pay the Class Settlement Amount within thirty (30)
17 business days of the Settlement Effective Date.

18 6.9 Within twenty (20) days of the Settlement Effective Date, Class Counsel shall deliver to the
19 Settlement Administrator written instructions signed by Class Counsel that describe the
20 manner and mode of payment of such Attorneys' Fees and Costs (and, in the absence of such
21 instructions, such attorneys' fees and costs shall be sent by U.S. Mail), and a fully-executed
22 Form W-9 with respect to the entity to whom the Attorneys' Fees and Costs shall be paid.
23 The Settlement Administrator will issue to Class Counsel an IRS Form 1099 for such
24 amounts paid for Attorneys' Fees and Costs under this Settlement Agreement.

25 6.10 Within fifteen (15) days after receiving the funds from Defendants, the Settlement
26 Administrator will disburse the funds as approved per this Agreement and the Court's Final
27 Judgment. The Settlement Administrator shall, using the information provided by
28 Defendants pursuant to Sections 5.1 and 5.3., mail notice of the Final Judgment to all

identified Class Members by first-class, regular U.S. Mail to the most recent address known for each Class Member along with the class Settlement Disbursement Payments.

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

6.12 Should the Court decline to approve this Agreement in any material respect, except for approval of the award of Class Counsel's Attorney Fees and Costs or the Settlement Class Representative's Service Enhancement Payment, Defendants shall have no obligation to make any payment under this Agreement, and in the event that Defendants have made any such payment, such monies shall be returned promptly by the Settlement Administrator to Defendants.

7. **COMPREHENSIVE WAIVER AND RELEASE**

7.1 Subject to final approval by the Court of the Settlement and upon the Settlement Effective Date, all Settlement Class Members will be deemed to have, and by operation of the Order Granting Final Approval of Class Action Settlement will have, expressly and irrevocably released, acquitted, and forever discharged all of the Released Parties from any and all claims, under federal, state or local law, rights, penalties, demands, damages, debts, accounts, duties, costs, liens, charges, complaints, causes of action, obligations, liabilities, whether known or unknown, that were alleged or could have been alleged based upon the facts set forth in *Ramoan Hodge v. Ceryx Management LLC and Socially Oriented United Living, Inc.*, Case No. 25STCV01194, which occurred during the Class Period ("Released Claims"), including claims for: (1) failure to pay wages for all time worked at minimum wage in violation of Labor Code sections 1194 and 1197; (2) failure to pay overtime wages in violation of Labor Code sections 510, 1194, and 1198; (3) failure to pay all double-time hours worked at the double-time rate of pay in violation of Labor Code Sections 510 & 1194

1 and the Wage Orders; (4) failure to pay all vacation and/or “paid time off” wages due in
2 violation of Labor Code Section 227.3 and the Wage Orders; (5) failure to reimburse for
3 necessarily incurred business expenses in violation of Labor Code section 2802; (6) failure
4 to provide meal periods and meal period premium wages in violation of Labor Code Sections
5 512 & 226.7 and the Wage Orders; (7) failure to provide rest breaks and rest break premium
6 wages in violation of Labor Code Section 226.7 and the Wage Orders; (8) failure to provide
7 accurate wage statements in violation of Labor Code Section 226 and the Wage Orders; (9)
8 failure to timely pay all earned wages and final paychecks at time of separation of
9 employment in violation of Labor Code sections 201, 202, and 203; (10) failure to pay sick
10 time at the regular rate of pay; (11) failure to maintain required records; (12)
11 misclassification of employees as independent contractors; and (13) all claims under PAGA
12 that could have been premised on the claims, causes of action or legal theories described
13 above in (1)-(12); (14) all claims for unfair business practices under California Business &
14 Professions Code Section 17200 *et seq.* that could have been premised on the claims, causes
15 of action or legal theories of relief described above in (1)-(12); and (15) all damages,
16 including, but not limited to, liquidated damages, civil and statutory penalties, interest and
17 other amounts recoverable under said claims, causes of action or legal theories of relief
18 identified above in (1)-(12). Expressly excluded from the Released Claims are all other
19 claims, including claims for vested benefits, wrongful termination, unemployment
20 insurance, disability, social security, workers’ compensation, and claims outside of the Class
21 Period. The Settlement Class Members will be deemed to have specifically acknowledged
22 that this Release reflects a compromise of disputed claims.

23 7.1.1. The Settlement Class Members also waive and release all claims for attorneys’ fees
24 and costs incurred by Settlement Class Members or by Class Counsel in connection
25 with the Litigation and the Settlement of the Litigation, except for the Attorneys’
26 Fees and Costs as set forth in this Agreement and as approved by the Court.

27 7.2 As a material term of this Agreement and in consideration for the Service
28 Enhancement Payment provided herein, and upon the occurrence of the Effective

1 Date, Named Plaintiff Ramoan Hodge hereby fully, finally, and forever releases and
2 discharges all claims, obligations, demands, actions, rights, causes of action, and
3 liabilities against the Released Parties of whatever kind and nature, character and
4 description, whether in law or equity, whether sounding in tort, contract, federal,
5 state, and/or local law, statute, ordinance, regulation, common law, or other source
6 or law, whether known or unknown, and whether anticipated or unanticipated, arising
7 from Named Plaintiff's relationship or termination or relationship with any Released
8 Party ("General Release"). The claims released by Named Plaintiff include, but are
9 not limited to, the claims released by Settlement Class Members, as well as any other
10 claims under any provision of the FLSA, the California Labor Code, any city or
11 county ordinance in the State of California, and claims under any other state or
12 federal laws, including, without limitation, the Fair Employment Housing Act, Title
13 VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the
14 Americans with Disabilities Act, the Fair Credit Reporting Act, the Employee
15 Retirement Income Security Act of 1974, and all of their implementing regulations
16 and interpretive guidelines. Named Plaintiff also agrees, for the purpose of
17 implementing a full and complete release and discharge of the Released Parties, that
18 this General Release is intended to include all claims that Named Plaintiff did not
19 know or suspect to exist in their favor at the time of execution. Named Plaintiff also
20 expressly releases the Released Parties of all of their rights under Section 1542 of the
21 Civil Code of the State of California as to any claims, demands, obligations, causes
22 of action, rights, or liabilities of any kind which have been or could have been
23 asserted against Released Parties. Section 1542 provides as follows:

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

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

2 8.1 Upon execution of this Agreement, Class Counsel shall apply to the Court for the entry of
 3 an Order granting Preliminary Approval of the Settlement, including scheduling a
 4 Preliminary Approval hearing on the question of whether the proposed Settlement should be
 5 finally approved as fair, reasonable and adequate as to the proposed Class, substantially in
 6 the following form:

7 8.1.1. Approving as to form and content the proposed “Notice;”

8 8.1.2. Directing the mailing of the Notice by first class mail to the Settlement Class
 9 Members through the Settlement Administrator;

10 8.1.3. Preliminarily approving the Settlement; and

11 8.1.4. Approving Michael Elkin of Elkin Gamboa, LLP as Class Counsel, approving
 12 Ramoan Hodge as Settlement Class Representative, and approving Apex Class
 13 Action LLC as the Settlement Administrator.

14 8.1.5. Class Counsel shall draft the Motion for Preliminary Approval and provide
 15 Defendants with drafts of said motion in advance of filing.

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

17 9.1 Following preliminary approval by the Court of the Settlement, Class Counsel will submit a
 18 Motion for Final Approval proposed Final Judgment. The proposed Final Judgment shall:

19 9.1.1. Approve the Settlement, adjudging the terms thereof to be fair, reasonable, and
 20 adequate and directing consummation of its terms and provisions;

21 9.1.2. Approve an award of Attorneys’ Fees and Costs to Class Counsel;

22 9.1.3. Approve any Service Enhancement Payment to the Settlement Class Representative;

23 9.1.4. Certify the Settlement Class for settlement purposes only in accordance with this
 24 Agreement; and,

25 9.1.5. Permanently bar the Settlement Class Representative, and all Settlement Class
 26 Members from further prosecuting any of the Released Claims against the Released
 27 Parties. Named Plaintiff and Settlement Class Representative Ramoan Hodge shall
 28 also have been deemed to have executed a full and final general release pursuant to

1 this Agreement and Civil Code Section 1542.

2 10. **MUTUAL FULL COOPERATION**

3 10.1 The Parties agree to cooperate fully with each other to accomplish the terms of this
4 Settlement, including but not limited to execution of all necessary documents, and to take
5 such other action as may reasonably be necessary to implement the terms of this Settlement.

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

11 10.2 If a Party cannot reasonably comply with an obligation under this Agreement by the deadline
12 set forth herein applicable to that obligation, that Party may apply to the Court for a
13 reasonable extension of time to fulfill that obligation. Consent to such a request for an
14 extension will not be unreasonably withheld by the other Party.

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

16 11.1 Nothing contained in this Agreement shall be construed or deemed an admission of liability,
17 culpability, or wrongdoing on the part of Defendants, and Defendants deny liability therefor.
18 Nor shall this Agreement constitute an admission by Defendants as to any interpretation of
19 laws or as to the merits, validity, or accuracy of any claims made against them in the
20 Litigation. Likewise, nothing in this Agreement shall be construed or deemed an admission
21 with regards to the validity of any of Defendants' defenses or affirmative defenses. Each of
22 the Parties has entered into this Settlement with the intention to avoid further disputes and
23 litigation with the attendant inconvenience and expenses.

24 11.2 This Agreement, and all related documents, and all other actions taken in implementation of
25 the Settlement, including any statements, discussions, or communications, and any materials
26 prepared, exchanged, issued, or used during the course of the negotiations leading to this
27 Agreement are settlement documents and shall be inadmissible in evidence and shall not be
28 used for any purpose in any judicial, arbitral, administrative, investigative, or other court,

tribunal, forum, or proceeding, including any wage and hour or other litigation against Defendants, for any purpose, except in an action or proceeding to approve, interpret, or enforce the terms of this Agreement.

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

11.4 In the event that this Agreement is not approved by the Court, any appellate court, or otherwise fails to become effective and enforceable, or is terminated, Defendants will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the Litigation.

12. **NULLIFICATION THE AGREEMENT**

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

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

12.3 If (a) the Court should for any reason fail to certify a Class for settlement purposes, or (b)

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

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

13. **PARTIES' AUTHORITY**

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

14. **NO PRIOR ASSIGNMENTS**

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

15. **NOTICES**

15.1 Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of: (i) the date given, if given by hand delivery; (ii) within one business day, if sent

by overnight delivery services such as Federal Express or similar courier; or (iii) the third business day after mailing by United States registered or certified mail, return receipt requested. All notices given under this Agreement shall be addressed as follows:

15.1.1. To the Class:

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

Attorneys for Plaintiff RAMOAN HODGE

15.1.2. To Defendants:

TUCKER ELLIS LLP
Ndubisi A. Ezeolu (SBN 256834)
ndubisi.ezeolu@tuckerellis.com
Alexander R. Safyan (SBN 277856)
alexander.safyan@tuckerellis.com
515 S. Flower St., 42nd Floor
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.

16. **CONFIDENTIALITY**

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

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

granted or from posting documents filed with the Court.

17. **MISCELLANEOUS PROVISIONS**

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

17.2 Captions and Interpretations. Paragraph titles or captions contained in this Agreement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision. Each term of this Agreement is contractual and not merely a recital.

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

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

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

17.6 Counterparts and Electronic Signatures. This Agreement may be executed by facsimile signature, pdf signature, or signature in compliance with the Uniform Electronic Transaction Act, and in any number of counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one and the same Agreement, which

1 least one such counterpart, each counterpart shall be deemed an original, and, when taken
2 together with other signed counterparts, shall constitute one and the same Agreement, which
3 shall be binding upon and effective as to all Parties.

4 17.7 Applicable Law. This Agreement shall be governed by California law without regard to its
5 choice of law or conflicts of law principles or provisions.

6 17.8 Continuing Jurisdiction. After Final Approval, the Court shall retain continuing jurisdiction
7 to ensure the continuing implementation of this Agreement, including the interpretation and
8 enforcement of the terms of the Settlement, any Settlement Administration matters, and such
9 post-Judgment matters as may be applicable under court rules.

10 Dated: 05/14/2025 By: 
11 Ramoan Hodge
12 On behalf of him/herself, as Plaintiff, and the
13 Class

14 CERYX MANAGEMENT LLC AND SOCIALLY
15 ORIENTED UNITED LIVING, INC., DBA SOUL
HOUSING

16 Dated: _____ By: _____

17
18
19 **APPROVED AS TO FORM**
20

21
22
23 Dated: 05/16/2025 By: 
24 Michael Elkin
25 On Behalf of Plaintiff Ramoan Hodge and Other
Class Members

26 Dated: _____ By: _____
27 Attorneys for Defendants CERYX MANAGEMENT
28 LLC AND SOCIALLY ORIENTED UNITED
LIVING, INC., DBA SOUL HOUSING

shall be binding upon and effective as to all Parties.

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

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

Dated: _____

By: _____

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

CERYX MANAGEMENT LLC

Dated: 5/15/2025 | 7:12 PM EDT

By: _____

DocuSigned by:
Eric Schames
1F982965F5564E6...
Eric Schames

SOCIALLY ORIENTED UNITED LIVING, INC.
dba SOUL HOUSING

Dated: 5/16/2025 | 9:59 PM EDT

By: _____

Signed by:
Roman Rozhansky
B397D886C2DE4A7...
Roman Rozhansky

APPROVED AS TO FORM

Dated: _____

By: _____

Michael Elkin

On Behalf of Plaintiff Ramoan Hodge and Other
Class Members

Dated: May 15, 2025

By: _____

AS
Alexander R. Safyan
Attorneys for Defendants CERYX MANAGEMENT
LLC AND SOCIALLY ORIENTED UNITED
LIVING, INC., dba SOUL HOUSING