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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA

ANJELICA SALUD,

Plaintiff,

v.

CALIZA, LLC D/B/A LANDING,

Defendant.

Case No. 22-cv-005661

**PAGA AND CLASS ACTION  
SETTLEMENT AGREEMENT AND  
RELEASE**

This PAGA and Class Action Settlement Agreement and Release, including Exhibits 1 through 2 hereto ("Settlement Agreement" or "Agreement"), is made and entered into by, between Plaintiff Anjelica Salud ("Plaintiff") on behalf of herself and the Settlement Class and the State of California as defined below, on the one hand, and Defendant Caliza LLC dba Landing ("Landing") on the other hand ("Defendant"). Plaintiff and Defendant (collectively, the "Parties") enter into this Agreement to effect a full and final settlement and preclusive judgment resolving all claims brought or that could have been brought against Landing in the above-captioned case, including as amended pursuant to this Agreement (the "Action"), and all claims based on or reasonably related thereto. This Agreement is intended to fully and finally compromise, resolve, discharge, and settle the Settlement Class Members' Released Claims, as defined and on the terms set forth below, and to the full extent

1 reflected herein, subject to the approval of the Court.

2 **I. RECITALS**

3 This Agreement is made in consideration of the following facts:

4 1.1 WHEREAS, on September 9, 2021, Anjelica Salud filed a letter with the State of  
5 California Labor and Workforce Development Agency (“LWDA”) regarding alleged misclassification  
6 of hosts in California as independent contractors by Defendant Caliza LLC dba Landing;

7 1.2 WHEREAS, on January 19, 2022, Anjelica Salud filed a Private Attorneys General Act,  
8 California Labor Code § 2698, *et seq.* (“PAGA”) representative action complaint in Alameda Superior  
9 Court (Case No. 22-cv-005661) asserting various Labor Code violations against Landing arising from  
10 Landing’s alleged misclassification of its hosts in California.

11 1.3 WHEREAS, Plaintiff alleges generally that Landing improperly classified her and all  
12 putative Settlement Class Members as independent contractors rather than employees, and asserts  
13 derivative claims related thereto;

14 1.4 WHEREAS, Landing denies the allegations in the Action; denies that it has engaged in  
15 any wrongdoing; denies that any Settlement Class Member was ever an employee of Landing; denies  
16 that Plaintiff’s allegations state valid claims; denies that a litigation class could properly be certified  
17 in the Action; denies that Plaintiff’s claims could properly be maintained as a representative action;  
18 and states that it is entering into this Settlement Agreement solely to eliminate the burden, expense,  
19 and delay of further litigation;

20 1.5 WHEREAS, a bona fide dispute exists as to whether any amount of wages or penalties  
21 are due from Defendant to any putative Settlement Class Member or to the LWDA;

22 1.6 WHEREAS, in preparation for mediation, the Parties engaged in informal discovery,  
23 exchanging information and reviewing and analyzing extensive data made available by Landing,  
24 which enabled Plaintiff and the mediator to thoroughly evaluate Plaintiff’s claims and the claims of  
25 the putative class, and the likely outcomes, risks, and expense of pursuing litigation;

26 1.7 WHEREAS, the Parties attended a virtual mediation session on February 16, 2023 with  
27 professional mediator Hon. Michael Latin (Ret.);  
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1           1.8 WHEREAS, as a result of the mediation, Plaintiff's counsel believe that the Settlement  
2 provides a favorable recovery for the Settlement Class, based on the claims asserted, the evidence  
3 developed, and the damages that might be proven against Landing in the Action. Plaintiff's counsel  
4 further recognizes and acknowledges the expense and length of continued proceedings necessary to  
5 prosecute the action against Landing through trial and appeals. Counsel has also considered the  
6 uncertain outcome and the risk of any litigation, as well as the difficulties and delays inherent in any  
7 such litigation;

8           1.9 WHEREAS, for settlement purposes only, Landing will stipulate to the certification of  
9 class claims that are subject to the certification requirements of California Code of Civil Procedure  
10 Section 382. Landing disputes that certification is proper for the purposes of litigating the class claims  
11 proposed or in flowing from the claims asserting in this action. Landing expressly reserves the right  
12 to oppose certification of any purported class should the Settlement fail to become final and effective;

13           1.10 WHEREAS, the Parties desire to compromise and settle all issues and claims that have  
14 been, could have been, or should have been brought against Landing or related persons in this Action,  
15 including but not limited to, those claims alleged in the Complaint;

16           1.11 NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND  
17 AGREED, by the Plaintiff for herself and on behalf of the Settlement Class, and by Landing that,  
18 subject to the approval of the Court, this action shall be settled, compromised, and judgment shall be  
19 entered with prejudice, and the Settlement Class Members' Released Claims shall be finally and fully  
20 compromised and settled as to the Released Parties, in the manner and upon the terms and conditions  
21 hereafter set forth in this agreement.

## 22       **II. DEFINITIONS**

23           Unless otherwise defined herein, capitalized terms used in this Agreement shall have the  
24 meanings set forth below:

25           2.1 "Settlement Class" means all individuals who applied to work as hosts with Landing and  
26 were paid by Landing for completing one or more jobs booked directly through Landing's online  
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platform or mobile application, within the State of California at any time from September 1, 2019 through February 1, 2023;

2.2 “Class Counsel” means Lichten & Liss-Riordan, P.C.

2.3 “Class Counsel Award” means (i) the attorneys’ fees for Class Counsel’s litigation and resolution of the action, as awarded by the court, which may not exceed one-third of \$450,000 and (ii) all expenses and costs incurred by Class Counsel in litigation and resolution of the Action, as awarded by the court.

2.4 “Class Notice” means the notice of class action settlement to be provided to Settlement Class Members, without material variation from **Exhibit 1**. The Class Notice provides the Settlement Class an opportunity to opt-out of the Class Action Agreement outlined herein.

2.5 “Class Period” means the period from September 1, 2019 to the date upon which the Court grants Preliminary Approval of this Class and PAGA Settlement, or June 1, 2023, whichever is sooner.

2.6 “Court” means the Alameda County Superior Court.

2.7 “Effective Date” means seven (7) days after which both of the following events have occurred: (i) the Court’s Final Approval order has been entered and (ii) the Court’s Final Approval order and Judgment have become Final.

2.8 “Exclusion/Written Objection Deadline” means that the final date by which a Settlement Class Member may (i) object to any aspect of the Settlement, or (ii) request to be excluded from the Settlement. The Exclusion/Written Objection Deadline shall be sixty (60) days after the Notice Date, defined below as the date of the initial distribution of the Class Notice to Settlement Class Members by electronic mail. The Exclusion/Written Objection Deadline shall be specifically identified and set forth in the Preliminary Approval Order and the Class Notice.

2.9 “Final” when referring to a judgment or order, means that (i) the judgment is a final, appealable judgment; and (ii) either (a) no appeal has been taken from the judgment as of the date on which all times to appeal therefrom have expired, or (b) an appeal or other review proceeding of the judgment having been commenced, such appeal or other review is finally concluded and no longer is

1 subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for  
2 re-hearing en banc, petitions for writ of certiorari, or otherwise, and such appeal or other review has  
3 been finally resolved in such manner that affirms the judgment order in its entirety.

4 2.10 “Final Approval” means the Court’s entry of a Final Approval order finally approving  
5 this Settlement.

6 2.11 “Final Approval Hearing” means the hearing at or after which the Court will make a final  
7 decision as to whether the Settlement is fair, reasonable, and adequate, and therefore, finally approved  
8 by the Court.

9 2.12 “Judgment” means the judgment to be entered in the Action on Final Approval of this  
10 Settlement.

11 2.13 “Legally Authorized Representatives” means an administrator/administratrix, personal  
12 representative, or executor/executrix of a deceased Settlement Class Member’s estate; a guardian,  
13 conservator, or next friend of an incapacitated Settlement Class Member; or any other legally  
14 appointed person responsible for handling the business affairs of a Settlement Class Member.

15 2.14 “Named Plaintiff’s General Released Claims” means any and all past, present, and future  
16 claims, actions, demands, causes of action, suits, debts, obligations, damages, penalties, rights or  
17 liabilities, of any nature and description whatsoever, known or unknown, contingent or accrued,  
18 existing or potential, recognized now or hereafter, expected or unexpected, pursuant to any theory of  
19 recovery (including but not limited to those based in contract or tort, common law or equity, federal,  
20 state, or local law, statute, ordinance, or regulation, and for claims for compensatory, consequential,  
21 punitive or exemplary damages, statutory damages, penalties, interest, attorneys’ fees, costs or  
22 disbursements), against the Released Parties (as defined below), including unknown claims covered  
23 by California Civil Code section 1542, by the Plaintiff through June 1, 2023 for any type of relief that  
24 can be released as a matter of law, including, without limitation, claims for wages, damages, unpaid  
25 costs, penalties (including civil and waiting time penalties), liquidated damages, punitive damages,  
26 interest, attorneys’ fees, litigation costs, restitution, or equitable relief with the exception of any claims  
27 which cannot be released as a matter of law. Plaintiff Anjelica Salud will generally release all known  
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1 and unknown claims against Landing and waive the application of section 1542 of the California Civil  
2 Code. The claims released pursuant to this paragraph include but are not limited to the Settlement  
3 Class Members' Released Claims, as well as any other claims under any provision of the FLSA, the  
4 California Labor Code (including sections 132a, 4553 *et seq.*) or any applicable California Industrial  
5 Welfare Commission Wage Orders, and claims under state or federal discrimination statutes,  
6 including, without limitation, the California Fair Employment and Housing Act, California  
7 Government Code section 12940 *et seq.*; the California Business and Professions Code sections 17200  
8 *et seq.*; the Unruh Civil Rights Act, California Civil Code section 51 *et seq.*; the California Constitution;  
9 Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*; the Americans with Disabilities  
10 Act, 42 U.S.C. § 12101 *et seq.*; the Age Discrimination in Employment Act of 1967, as amended; the  
11 Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*; Individual PAGA  
12 Claims and all penalties arising from said Individual PAGA claims; and all of their implementing  
13 regulations and interpretive guidelines, as well as any other similar state, federal, local, or common  
14 law claims for unpaid wages, minimum wages, regular wages, tips, gratuities, overtime wages  
15 (including but not limited to calculation of the correct overtime or regular rate), working more than  
16 six days in seven, expense reimbursement, wage statements, payroll recordkeeping, reporting time,  
17 improper deduction of wages, failure to provide workers' compensation insurance, meal periods, rest  
18 breaks, sick leave, final pay, penalties for timely payment of wages upon discharge, waiting time  
19 penalties, unfair business practices.

20 2.15 "Notice Date" means the date of the initial distribution of the Class Notice to Settlement  
21 Class Members by electronic mail, as set forth in Section VI.

22 2.16 "Opt Out List" means the Court-approved list of all persons who timely and properly  
23 request exclusion from the Settlement Class.

24 2.17 "Individual PAGA Claims" means the Plaintiff's individual PAGA claim seeking  
25 penalties pursuant to PAGA, as alleged in the Complaint, the operative notice(s) to the LWDA, and/or  
26 based on any other provision of the Labor Code, Wage Orders or any other statute or regulation  
27 (whether identified in the Complaint or not) to the fullest extent permitted by law arising during the  
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1 PAGA Period with respect to the named plaintiff, Angelica Salud, as described in *Adolph v. Uber*  
2 *Technologies* (2023) 2023 WL 4553702.

3 2.18 “Representative PAGA Claims” means the LWDA’s PAGA claim, seeking penalties  
4 pursuant to PAGA on behalf of the state, as alleged in the Complaint, the operative notice(s) to the  
5 LWDA, and/or based on any other provision of the Labor Code, Wage Orders or any other statute or  
6 regulation (whether identified in the Complaint or not) to the fullest extent permitted by law arising  
7 during the PAGA Period, as described in *Adolph v. Uber Technologies* (2023) 2023 WL 4553702.

8 2.19 “PAGA Members” means all current and former hosts who applied to Landing and were  
9 paid by Landing for completing one or more jobs booked directly through Landing’s online platform  
10 or mobile application, within the State of California from January 19, 2021 to February 1, 2023.

11 2.20 “PAGA Payment” means a total payment of \$30,000 to settle all claims under the PAGA  
12 from January 19, 2021 to June 1, 2023. From this amount, 75% will be paid to the LWDA for civil  
13 penalties pursuant to the PAGA and 25% will be distributed to PAGA Members. It is the Parties’  
14 intent that through this settlement, all Representative PAGA claims, defined above, be released by the  
15 LWDA through its agent, Plaintiff Angelica Salud, who has been deputized by the state to pursue said  
16 claims.

17 2.21 “PAGA Period” means the period from January 19, 2021 to June 1, 2023.

18 2.22 “Plaintiff” means Anjelica Salud.

19 2.23 “Plan of Allocation” means the plan for allocating the Settlement Payment Fund between  
20 and among Settlement Class Members as approved by the Court.

21 2.24 “Preliminary Approval Date” means the date that the Court enters the Preliminary  
22 Approval Order and thus: (i) preliminarily approves the Settlement, and the exhibits thereto, and (ii)  
23 enters an order providing for notice to the Settlement Class, an opportunity to opt out of the Settlement  
24 Class, an opportunity to submit timely and proper objections to the Settlement, and setting a hearing  
25 on the fairness of the terms of Settlement, including approval of the Class Counsel Award.

1           2.25 “Preliminary Approval Order” means the order that the Plaintiff and Landing will seek  
2 from the Court, without material variation from **Exhibit 2**. Entry of the Preliminary Approval Order  
3 shall constitute preliminary approval of the Settlement Agreement.

4           2.26 “Released Parties” means (1) Caliza LLC dba Landing; (2) any predecessors and  
5 successors in interest, any current or former parent corporations, subsidiary corporations, affiliates,  
6 and assigns; (3) companies acquiring any or all of Landing’s assets or capital stock; (4) any of  
7 Landing’s past or present divisions, suppliers, distributors, dealers, or sales branches; and (5) all  
8 current or former officers, directors, shareholders, agents, representatives, principals, heirs,  
9 accountants, auditors, consultants, insurers and reinsurers, attorneys and employees.

10           2.27 “Service Award” means the amount approved by the Court to be paid to the Plaintiff  
11 Anjelica Salud, in addition to her respective individual Settlement Payment, in recognition of their  
12 efforts in coming forward as the PAGA Representative and name plaintiff. The Service Award amount  
13 payable to Plaintiff is not to exceed \$7,500.

14           2.28 “Settlement” means the settlement of the Action between and among Plaintiff and  
15 Landing as set forth in this Settlement Agreement.

16           2.29 “Settlement Administrator” means Third-Party Administrator Simpluris, who the Parties  
17 have agreed will administer the settlement.

18           2.30 “Settlement Administration Expenses” means the amount of approximately \$15,000,  
19 which will be paid from the Gross Settlement Fund to the Settlement Administrator to cover the costs  
20 of administration.

21           2.31 “Settlement Class Member” means any member of the Settlement Class who does not  
22 timely opt out of the Settlement.

23           2.32 “Settlement Class Members’ Released Claims” means any and all claims, actions,  
24 demands, causes of action, suits, debts, obligations, damages, penalties, rights or liabilities, pursuant  
25 to any theory of recovery against Landing arising from September 1, 2019 through June 1, 2023, for  
26 any type of relief that can be released as a matter of law, including, without limitation, claims for  
27 wages, damages, unpaid costs, penalties (including civil and waiting time penalties), liquidated  
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1 damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief  
2 (with the exception of any claims which cannot be released as a matter of law), that could be brought  
3 based on the allegations in the Action, including but not limited to any claims or factual allegations  
4 set forth in the Complaint, namely Landing's alleged misclassification of the Settlement Class as  
5 independent contractors. The claims released pursuant to this paragraph specifically include, without  
6 limitations, a release of claims under Cal. Labor Code §§ 1194, 1197, 510, 554, 1194, 1198, 226.8,  
7 432.5, 2802, 226.7, 512, 201-203, 226, 204, and 210 and IWC Wage Order No. 9-2001, unlawful  
8 and/or unfair business practices (Cal. Bus. Prof. Code § 17200, *et seq.*), in connection with claims  
9 related to independent contractor misclassification; as well as any other claims under the California  
10 Labor Code or any applicable California Industrial Welfare Commission Wage Orders; and all of their  
11 implementing regulations and interpretive guidelines, as well as any other similar state, local, or  
12 common law claims that relate to independent contractor misclassification. The release does not  
13 include claims that, as a matter of law, cannot be released and does not include claims for retaliation,  
14 discrimination, wrongful termination, and individual claims filed with the appropriate agency for the  
15 recovery of workers' compensation benefits.

16 2.33 "Settlement Payment" means the amount payable to each Settlement Class Member. The  
17 Settlement Payment shall be calculated pursuant to Section V herein.

18 2.34 "Settlement Payment Fund" means the funds paid to Settlement Class Members after  
19 deducting the Class Counsel Award, Service Awards, Settlement Administrator Expenses, and  
20 payments to the Labor & Workforce Development Agency (LWDA) for the LWDA's share of the  
21 PAGA Payment.

22 2.35 "Total Jobs" means the total number of jobs that each Class Member completed and was  
23 paid for by Landing during the Class Period and/or PAGA Period. The Total Jobs will be determined  
24 based on Landing's business records based on jobs booked directly through Landing's online platform  
25 or mobile application.

26 2.36 "Total Settlement Amount" means Four Hundred and Fifty Thousand dollars  
27 (\$450,000.00) for payment of all claims, which is the maximum amount that Landing is obligated to  
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1 pay under this Settlement Agreement under any circumstances in order to resolve and settle the Action,  
2 subject to Court approval. The Total Settlement Amount shall be inclusive of all costs and fees,  
3 including, but not limited to, Class Counsel Award, applicable Settlement Administrator Expenses,  
4 escrow costs and expenses, Service Awards, PAGA Payment, and interest. The Total Settlement  
5 Amount is a material term to this Settlement Agreement and Defendant may revoke the Agreement if  
6 the Court insists on a change that increases the obligation of the Defendant to pay an amount in excess  
7 of the Total Settlement Amount. Changes requested by the Court to the allocation of funds between  
8 PAGA and the remaining class claims, or changes in the amount of attorneys' fees and costs or  
9 enhancement award to Plaintiff, will not form the basis for any party to revoke this Agreement.

10 2.37 "Void Date" means the date by which any checks issued to Settlement Class Members  
11 shall become void, *i.e.* on the 181st day after mailing.

### 12 **III. SUBMISSION OF THE SETTLEMENT AGREEMENT TO THE COURT FOR** 13 **PRELIMINARY AND FINAL APPROVAL**

14 3.1 Upon execution of this Settlement Agreement, Plaintiff shall submit to the Court a motion  
15 for preliminary approval of the Settlement. Class Counsel shall provide a draft motion for Defendant's  
16 counsel review reasonably in advance of the filing. The Parties will also submit a preliminary approval  
17 order containing a plan for the sending of the Class Notice to Settlement Class Members within fifteen  
18 (15) days after the Preliminary Approval Date (the Notice Date), and establishing a period of sixty  
19 (60) days from the Notice Date within which any Settlement Class Member may (i) request exclusion  
20 from the Settlement Class Members, (ii) submit written objections to the proposed Settlement, and/or  
21 (iii) submit written objections to Class Counsel's request for the Class Counsel Award and for the  
22 Service Award to the Plaintiff (the Exclusion/Written Objection Deadline).

23 3.2 The Parties stipulate to certification under California Code of Civil Procedure Section  
24 382, for settlement purposes only, of the Settlement Class. The Parties agree that this stipulation shall  
25 not be admissible in, and may not be used by any person for any purpose whatsoever in any legal  
26 proceeding, including but not limited to any arbitrations and/or any civil and/or administrative  
27 proceedings, other than a proceeding to enforce the terms of the Agreement.  
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1           3.3 Class Counsel agrees to keep any and all data related to the Settlement Class's use of the  
2 Landing platform in the strictest confidence and shall not disclose that data.

3           3.4 Class Counsel and Plaintiff agree to use their best efforts, in cooperation with defense  
4 counsel, to keep this Action stayed pending Final Approval of the Settlement, and upon Final Approval  
5 of the Settlement, Class Counsel and Plaintiff agree to dismiss this Action with prejudice.

6           3.5 The Parties stipulate to the form of, and agree to submit to the Court for its consideration  
7 this Settlement Agreement, and the following Exhibits to this Settlement Agreement: [Proposed]  
8 Preliminary Approval Order (Exhibit 2); Class Notice (Exhibit 1).

9           3.6 At the time of filing of the Motion for Preliminary Approval, Class Counsel will notify  
10 the LWDA of the proposed settlement by uploading a copy of the Motion and this Settlement  
11 Agreement.

12           3.7 At the Final Approval Hearing, Plaintiff shall request entry of a Final Approval Order  
13 and a Judgment, to be agreed upon by the Parties, the entry of which is a material condition of this  
14 Settlement and that, among other things:

15                 3.7.1 Finally approves the Settlement as fair, reasonable, and adequate and directs its  
16 consummation pursuant to the terms of the Settlement Agreement;

17                 3.7.2 Finds that Class Counsel and Plaintiff adequately represented the Settlement  
18 Class for the purpose of entering into and implementing the Agreement;

19                 3.7.3 Re-confirms the appointment of the Settlement Administrator and finds that the  
20 Settlement Administrator has fulfilled its duties under the Settlement to date;

21                 3.7.4 Finds that the Class Notice (i) constituted the best practicable notice; (ii)  
22 constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members  
23 of the pendency of the Action, and their right to exclude themselves from or object to the proposed  
24 settlement and/or to appear at the Final Approval Hearing; (iii) was reasonable and constituted due,  
25 adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable  
26 requirements of California Rules of Court 3.766(d) and 3.769(f), due process, and any other applicable  
27 rules or law;  
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1                   3.7.5 Approves the Opt-Out List and determines that the Opt-Out List is a complete  
2 list of all Class Members who have timely and properly requested exclusion from the Settlement Class  
3 Members and, accordingly, shall neither share in nor be bound by the Final Approval order and  
4 Judgment;

5                   3.7.6 Directs that the Final Approval order and Judgment shall be final and entered  
6 forthwith;

7                   3.7.7 Without affecting the finality of the Final Approval order and Judgment, directs  
8 that the Alameda County Superior Court retains continuing jurisdiction over the Plaintiff, the  
9 Settlement Class, and Landing as to all matters concerning the administration, consummation, and  
10 enforcement of this Settlement Agreement;

11                  3.7.8 Adjudges that, as of the Final Approval Date, Plaintiff, and all Class Members  
12 who have not been excluded from the Settlement Class Members as provided in the Opt-Out List  
13 approved by the Court, and their heirs, estates, trustees, executors, administrators, principals,  
14 beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through them  
15 or acting or purporting to act for them or on their behalf, regardless of whether they have received  
16 actual notice of the proposed Settlement, have conclusively compromised, settled, discharged, and  
17 released the Settlement Class Members' Released Claims against Landing and are bound by the  
18 provisions of this Agreement;

19                  3.7.9 Affirms that the LWDA's claims for civil penalties pursuant to the PAGA,  
20 based on alleged violations committed against any and all PAGA members during the PAGA period  
21 are extinguished through June 1, 2023;

22                  3.7.10 Declares this Agreement and the Final Approval order and Judgment to be  
23 binding on, and have res judicata and preclusive effect as to all pending and future lawsuits or other  
24 proceedings that encompass the Settlement Class Members' Released Claims and that are maintained  
25 by or on behalf of any Settlement Class Member who has not been excluded from the Settlement Class  
26 as provided in the Opt-Out List approved by the Court and/or his or her heirs, estates, trustees,  
27 executors, administrators, principals, beneficiaries, representatives, agents, assigns, and successors,  
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1 and/or anyone claiming through them or acting or purporting to act for them or on their behalf,  
2 regardless of whether the Settlement Class Member previously initiated or subsequently initiates  
3 individual litigation, arbitration, or other proceedings encompassed by the Settlement Class Members'  
4 Released Claims, and even if such Settlement Class Member never received actual notice of the Action  
5 or this proposed Settlement;

6           3.7.11 Determines that the Agreement and the Settlement provided for herein, and any  
7 proceedings taken pursuant thereto, are not, and should not in any event be offered, received, or  
8 construed as evidence of, a presumption, concession, or an admission by any Party of liability or non-  
9 liability or of the certifiability or non-certifiability of a litigation class, or that PAGA representative  
10 claims may validly be pursued, or of any misrepresentation or omission in any statement or written  
11 document approved or made by any Party; provided, however, that reference may be made to this  
12 Agreement and the Settlement provided for herein in such proceedings as may be necessary to  
13 effectuate the provisions of this Agreement, as further set forth in this Agreement;

14           3.7.12 Orders that the preliminary approval of the Settlement, certification of the  
15 Settlement Class and final approval of the proposed Settlement, and all actions associated with them,  
16 are undertaken on the condition that they shall be vacated if the Settlement Agreement is terminated  
17 or disapproved in whole or in part by the Court, or any appellate court and/or other court of review, in  
18 which event the Agreement and the fact that it was entered into shall not be offered, received, or  
19 construed as an admission or as evidence for any purpose, including but not limited to an admission  
20 by any Party of liability or non-liability or of any misrepresentation or omission in any statement or  
21 written document approved or made by any Party, or of the certifiability of a litigation class or the  
22 appropriateness of maintaining a PAGA representative action, as further provided in this Settlement  
23 Agreement;

24           3.7.13 Contains such other and further provisions consistent with the terms of this  
25 Settlement Agreement to which the Parties expressly consent in writing.

26           3.8     At the Final Approval Hearing and as a part of the final approval of this Settlement,  
27 Class Counsel will also request approval of the Plan of Allocation set forth in Section V. Any  
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1 modification to the Plan of Allocation by the Court shall not (i) affect the enforceability of the  
2 Settlement Agreement, (ii) provide any of the Parties with the right to terminate the Settlement  
3 Agreement, or (iii) impose any obligation on the Defendant to increase the consideration paid in  
4 connection with the Settlement.

5         3.9 At the Final Approval Hearing, Class Counsel may also request entry of an Order  
6 approving the Class Counsel Award and for the Service Award to the Plaintiff, which shall be paid  
7 exclusively from the Total Settlement Amount and in accordance with the distribution plan described  
8 in Section V. The disposition of Class Counsel's application for a Class Counsel Award, and for a  
9 Service Award, is within the sound discretion of the Court and is not a material term of this Settlement.

10         3.10 In no event shall any Released Party be obligated to pay Settlement Administration  
11 Expenses beyond those provided for in this Agreement.

12         3.11 Within 10 days after entry of Judgment, Class Counsel will provide a copy of the  
13 Judgment to the LWDA.

#### 14 **IV. SETTLEMENT CONSIDERATION**

15         4.1 The total monetary component of the Settlement from Landing is the Total Settlement  
16 Amount (\$450,000.00). This is an "all in" number that includes, without limitation, all monetary  
17 benefits and payments to the Settlement Class, Service Award, Class Counsel Award, Settlement  
18 Administrator Expenses and the PAGA Payment, and all claims for interest, fees, and costs. Under  
19 no circumstances shall Landing be required to pay anything more than the Total Settlement Amount  
20 or make any payments under this Settlement before the deadlines set forth in this Agreement. The  
21 Total Settlement Amount will be paid in two equal installments, ninety (90) days apart.

22         4.2 The Plaintiff and all Settlement Class Members who receive a payment of any kind from  
23 the Total Settlement Amount (including, in the case of the Plaintiff, a Service Award) expressly  
24 acknowledge that such payments shall be considered non-wages for which an IRS Form 1099 will be  
25 issued, if required. In the event, however, that a Settlement Class Member is due to receive more than  
26 \$600 as their Settlement Payment and has not returned an IRS Form W-9 to the Settlement  
27 Administrator, the Settlement Administrator will need to have tax withholdings initially taken from  
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1 the Settlement Payment.

2 4.3 The terms of this Agreement relating to the Service Award and Class Counsel Award  
3 were not negotiated by the Parties before full agreement was reached as to all other material terms of  
4 the proposed Settlement, including, but not limited to, any terms relating to the relief to the Settlement  
5 Class. Landing agrees not to oppose a request for a Service Award for Plaintiff, as awarded by the  
6 Court, up to a maximum of Seven Thousand Five Hundred Dollars (\$7,500). Plaintiff and Class  
7 Counsel agree not to seek a Service Award in excess of the above amount.

8 4.4 Class Counsel agrees not to seek an award of attorneys' fees from the Court in excess of  
9 \$150,000 (or one third (1/3) of \$450,000). Landing agrees not to oppose a request for attorneys' fees  
10 up to one third (1/3) of the Total Settlement Amount. Any amount awarded as the Class Counsel  
11 Award shall be inclusive of any and all amounts due to all Class Counsel. Landing and Settlement  
12 Class Members shall have no obligation regarding or liability for allocation or payment of any Class  
13 Counsel Award to Class Counsel. Any portion of the amounts requested for fees, costs, or the Service  
14 Award not approved by the Court shall revert to the Settlement Payment Fund.

15 4.5 If no timely objection to the Settlement is made, the payment of the Class Counsel Award,  
16 the Service Award, the Settlement Administrator Expenses, the Settlement Payments, the PAGA  
17 Payment shall be made by the Settlement Administrator within seven (7) business days after Landing  
18 fully funds the Settlement.

19 4.6 The Settlement Administrator shall pay the Class Counsel Award by check, payable to  
20 "Lichten & Liss-Riordan, P.C." Class Counsel shall provide the Settlement Administrator notice of  
21 receipt of the Class Counsel Award.

22 **V. FUNDING AND ALLOCATION OF THE SETTLEMENT**

23 5.1 Within thirty (30) days of the Effective Date, Landing shall fund the Settlement by  
24 providing the first of two equal installments of the Settlement Fund (\$225,000) to the Settlement  
25 Administrator. Landing will pay the second installment of \$225,000 within ninety (90) days of the  
26 first payment.

27 5.2 To receive a payment from the Settlement, a Class Member must not have submitted a  
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1 request for exclusion from the Settlement, though the Class Member's portion of the PAGA Payment  
2 shall be provided even if the PAGA Member submitted a request for exclusion.

3       5.3 The amount of each Settlement Class Member's Settlement Payment will be calculated  
4 in proportion to the total number of jobs they performed during the Class Period except that no  
5 Settlement Class Member shall receive less than \$20.00. Landing shall provide its best estimate of  
6 each Settlement Class Member's Total Jobs during the Class Period. Utilizing this information, the  
7 Administrator will calculate settlement shares. Furthermore, any Class Member who is also a PAGA  
8 Member will receive a corresponding share of \$7,500 (or 25% of the PAGA Payment) added to his or  
9 her Settlement Payment based on the Total Jobs during the PAGA Period.

10       5.4 Class Counsel will be permitted to review and approve the calculation of settlement funds  
11 to be distributed. If under the Plan of Allocation a Class Member will be distributed \$20.00 or more,  
12 then he or she will receive the entitled amount. If, however, the Class Member is due less than \$20.00,  
13 then his or her Settlement Payment will be for \$20.00, to be paid entirely from the Settlement Payment  
14 Fund.

15       5.5 Following distribution of the Settlement Payments to Class Members, all funds not  
16 claimed prior to the Void Date (*i.e.* all funds from uncashed checks) shall be redistributed to the  
17 Settlement Class Members who received and cashed their first Settlement Payments and whose  
18 residual share would be more than \$40.00. These unclaimed funds shall be redistributed pursuant to  
19 the same formula described in Paragraphs 10.5.

20       5.6 As described in Section VI, each Class Member will have the opportunity, should he or  
21 she disagree with Landing's calculation of his or her Total Jobs, to provide documentation to establish  
22 the appropriate number. There will be a presumption that Landing's records are correct, absent  
23 evidence produced by a Settlement Class Member to the contrary.

24       5.7 The Settlement Administrator shall issue the Settlement Payments to each Class Member.  
25 If any settlement check sent to any Class Member sent via first-class mail is returned to the Settlement  
26 Administrator with a forwarding address, the Settlement Administrator shall forward the postal  
27 mailing to that address. For any remaining returned checks, the Settlement Administrator shall make  
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1 a good-faith search of an appropriate database, and postal mailings shall be forwarded to any new  
2 postal mail address obtained through such a search. The Settlement Payments shall be reported by the  
3 Settlement Administrator to the applicable governmental authorities on IRS Form 1099s utilizing the  
4 Social Security Numbers and/or Employer Identification Numbers provided by each Settlement Class  
5 Member through an IRS Form W-9. In the event that a Settlement Class Members does not return the  
6 required IRS Form W-9 and is due to receive more than \$600.00 as a Settlement Payment, the  
7 Settlement Administrator will provisionally withhold potentially taxable amounts. The Settlement  
8 Administrator shall be responsible for issuing copies of IRS Form 1099s (and, if necessary, other  
9 required tax forms) for the Plaintiff and Class Members.

## 10 **VI. CLASS NOTICE PROCEDURES**

11 6.1 No more than fourteen (14) calendar days after entry of the Preliminary Approval Order,  
12 Defendant shall provide the Settlement Administrator with the Class Information for purposes of  
13 sending the Class Notice to Class Members. Class Information shall include, at a minimum, the names,  
14 last known email address, and the Total Jobs credited to each Settlement Class Member during both  
15 the Class Period and PAGA Period. To the extent that such information is also readily available in  
16 an electronic database, Defendant shall also provide the last known addresses, last known phone  
17 numbers, and/or Social Security Numbers or Employer Identification Numbers.

18 6.2 The Class Notice will inform Settlement Class Members of their right to request  
19 exclusion from the Settlement, of their right to object to the Settlement, and of their right to dispute  
20 the information upon which their share of the Settlement will be calculated and the claims to be  
21 released. The Class Notice shall also provide each potential Settlement Class Member with a best  
22 estimate of his or her Total Jobs during both the Class Period and PAGA Period. Further, the Class  
23 Notice shall inform each potential Settlement Class Member that the Settlement Class Member should  
24 return a complete IRS Form W-9 to the Settlement Administrator or the Settlement Administrator will  
25 need to withhold additional amounts from any payment over \$600.00.

26 6.3 Within fourteen (14) days after receiving the Class Information from Defendant, the  
27 Settlement Administrator shall send a copy of the Class Notice by electronic mail to each potential  
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1 Settlement Class Member.

2           6.4 If any Class Notice sent via electronic mail to any potential Settlement Class Member is  
3 undeliverable, then no later than ten (10) days after the Notice Date, the Settlement Administrator shall  
4 then send the Class Notice to the potential Settlement Class Member's postal mailing address on file  
5 via first-class mail, to the extent such a mailing address is on file and the deadline to claim or opt out  
6 of the settlement shall be extended by ten (10) days for any such individual. If any Class Notice sent  
7 to any potential Settlement Class Member via first-class mail is returned to the Settlement  
8 Administrator with a forwarding address, the Settlement Administrator shall forward the postal  
9 mailing to that address. For any remaining returned postal mailings or for any Settlement Class  
10 Member for whom there is no mailing address on file, the Settlement Administrator shall make a good-  
11 faith search of an appropriate database, and postal mailings shall be forwarded to any new postal mail  
12 address obtained through such a search. In the event that any Class Notice is returned as undeliverable  
13 a second time, no further postal mailing shall be required. The Settlement Administrator shall maintain  
14 a log detailing the instances Class Notices are returned as undeliverable.

15           6.5 To the extent that sending the Class Notice via postal mail is necessary under the terms  
16 of Paragraph 6.4, before any mailing, the Settlement Administrator shall make a good-faith attempt to  
17 obtain the most-current names and postal mail addresses for all potential Settlement Class Members  
18 to receive such postal mail, including cross-checking the names and/or postal mail addresses it  
19 received from Landing, as well as any other sources, with appropriate databases (e.g., the National  
20 Change of Address Database) and performing further reasonable searches (e.g., through Lexis/Nexis)  
21 for more-current names and/or postal mail addresses for potential Settlement Class Members. All  
22 potential Settlement Class Members' names and postal mail addresses obtained through these sources  
23 shall be protected as confidential and not used for purposes other than the notice and administration  
24 of this Settlement. The Settlement Administrator shall exercise its best judgment to determine the  
25 current mailing address for each potential Settlement Class Member. The address determined by the  
26 Settlement Administrator as the current mailing address shall be presumed to be the best mailing  
27 address for each potential Settlement Class Member.

1           6.6 As set forth in the Class Notice, potential Settlement Class Members will be asked to  
2 request exclusion to the Settlement Administrator within sixty (60) days. However, any potential  
3 Settlement Class Members who requests exclusion will nevertheless be bound by the release of the  
4 Settlement Members' Released PAGA Claims, as outlined in Paragraph 7.7.

5           6.7 Thirty (30) days prior to the deadline to object or request exclusion, a reminder email  
6 will be sent by the Administrator to all potential Settlement Class Members whose initial Class Notice  
7 email was not undeliverable (and by mail to any potential Settlement Class Member whose initial  
8 Class Notice email was undeliverable) and who has not yet submitted an objection or request for  
9 exclusion or completed IRS Form W-9. Two additional emailed reminders will be sent to any potential  
10 Settlement Class Members who have yet to submit a claim or an objection or request for exclusion  
11 fourteen (14) days prior to the deadline and seven (7) days prior to the deadline.

12           6.8 The Parties agree that the procedures set forth in this Section constitute reasonable and  
13 the best practicable notice under the circumstances and an appropriate and sufficient effort to locate  
14 current addresses for potential Settlement Class Members such that no additional efforts to do so shall  
15 be required. However, the Parties can agree in their discretion to take additional measures (such as  
16 additional emailed or text message reminders or mailed postcards to class members) should they deem  
17 it necessary.

18           6.9 The Settlement Administrator will provide Class Notice by, at a minimum, (i) electronic  
19 mail notice without material variation from the form attached as Exhibit 1; (ii) if necessary in  
20 accordance with Paragraph 6.4, first-class mail notice; and (iii) a content-neutral settlement website  
21 managed by the Settlement Administrator, and approved by counsel for the Parties, which will contain  
22 further information about the Settlement, including relevant pleadings. The Class Notice shall comply  
23 with California Rules of Court 3.766(d), 3.769(f) and due process.

24           6.10 The Settlement Administrator shall prepare a declaration of due diligence and proof of  
25 dissemination with regard to the mailing of the Class Notice, and any attempts by the Settlement  
26 Administrator to locate potential Settlement Class Members, its receipt of valid requests for exclusion,  
27 and its inability to deliver the Notice of Settlement to potential Settlement Class Members due to  
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1 invalid addresses (“Due Diligence Declaration”), and provide it to Class Counsel and counsel for  
2 Landing for presentation to the Court. Class Counsel shall be responsible for filing the Due Diligence  
3 Declaration with the Court contemporaneous with the filing of the Motion for Final Approval of Class  
4 Action Settlement.

5           6.11 If any individual whose name does not appear in the Class Information that Landing  
6 provides the Settlement Administrator (and who has not previously opted out of the Settlement Class),  
7 believes that he or she is a potential member of the Settlement Class, he or she shall have the  
8 opportunity to dispute his or her exclusion from the Settlement Class. If an individual believes he or  
9 she is a member of the Settlement Class, he or she must notify the Settlement Administrator by mail  
10 or email within a reasonable amount of time after the Notice Date. The Parties will meet and confer  
11 regarding any such individuals in an attempt to reach an agreement as to whether any such individual  
12 should be regarded as a member of the Settlement Class. If the Parties so agree, the Settlement  
13 Administrator will mail a Class Notice to the individual, and treat the individual as a Settlement Class  
14 Member for all other purposes and unless the person requests exclusion. Such an individual will have  
15 all of the same rights as any other Settlement Class Member under this Agreement. In the event that  
16 the disbursement of the Settlement Payments has begun (in accordance with this Settlement  
17 Agreement) at the time that the Parties agree that such individual should be regarded as a Settlement  
18 Class Member because such individual does not exercise his or her right to opt out of the Settlement,  
19 the Settlement Payment to such individual shall be disbursed from funds remitted back to the Payment  
20 Fund (*i.e.* from settlement checks that remain uncashed beyond the Void Date). The Parties further  
21 agree to cooperate to resolve any disputes involving members of the Settlement Class who come  
22 forward after the deadline to participate in the standard process and agree to endeavor to pay claims  
23 to such individuals out of funds remitted back to the Payment Fund (*i.e.* from settlement checks that  
24 remain uncashed beyond the Void Date) to the extent it is feasible.

## 25 **VII. PROCEDURES FOR REQUESTS FOR EXCLUSION**

26           7.1 Class Members (with the exception of the Plaintiff) may opt out of the Settlement. Those  
27 who wish to exclude themselves (or “opt out”) from the Settlement Class must submit timely, written  
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1 requests for exclusion. To be effective, such a timely request must include the Class Member's name,  
2 address, and telephone number; a clear and unequivocal statement that the Class Member wishes to  
3 be excluded from the Settlement Class; and the signature of the Class Member or the Legally  
4 Authorized Representative of the Class Member (who is not the class member's counsel). The request  
5 must be mailed or emailed to the Settlement Administrator at the mailing address or email address  
6 provided in the Class Notice and must be postmarked no later than the Exclusion/Objection Deadline  
7 in the case of a mailed request for exclusion. Alternatively, the request for exclusion, as described in  
8 this paragraph, may be emailed to the Settlement Administrator from the email address associated with  
9 each Class Member based on Landing's records, in which case the requirement of a signature will be  
10 waived. With respect to mailed requests for exclusion, the date of the postmark shall be the exclusive  
11 means used to determine whether a request for exclusion has been timely submitted. Requests for  
12 exclusion must be exercised individually by the Class Member (or his or her Legally Authorized  
13 Representative as defined herein), even if the Class Member is represented by counsel. However,  
14 nothing about the Settlement's opt-out procedure prevents counsel (a) from reviewing the Settlement  
15 with the client, (b) from advising the client on whether participating in or opting out of the Settlement  
16 is in the client's (as opposed to counsel's) best interest, or (c) from preparing the opt-out request for  
17 their client to sign (e.g., including the requisite information such as the Class Member's name, address,  
18 and telephone number, and a clear and unequivocal statement that the individual wishes to be  
19 excluded). Attempted collective group, class, or subclass requests for exclusions shall be ineffective  
20 and disregarded by the Settlement Administrator. The Settlement Administrator will attempt to  
21 contact any Class Member whose request for exclusion is incomplete or invalid to provide them with  
22 an opportunity to cure the defect prior to the deadline.

23         7.2 The Settlement Administrator shall promptly log each request for exclusion that it  
24 receives and provide copies of the log and all such requests for exclusion to Class Counsel and counsel  
25 for Landing, on at least a bi-weekly basis beginning approximately thirty (30) days after the Class  
26 Notices are mailed to Class Members, or as otherwise requested.

27         7.3 The Settlement Administrator shall prepare a list of all persons who timely and properly  
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1 requested exclusion from the Settlement Class (the Opt-Out List) and shall, before the Final Approval  
2 Hearing, submit an affidavit to the Court attesting to the accuracy of the list.

3 7.4 All Settlement Class Members who are not included in the Opt-Out List approved by the  
4 Court shall be bound by this Agreement, and judgment entered as to all their claims, which shall be  
5 released as provided for herein, even if they never received actual notice of the Action or this proposed  
6 Settlement and regardless of whether they submitted received or deposited any distribution from the  
7 Settlement Payment Fund.

8 7.5 The Settlement Administrator shall determine whether a request for exclusion was timely  
9 and properly submitted and shall submit the Opt-Out List to the Court for its approval along with a list  
10 of any defective or untimely requests for exclusion. The Court shall have the ultimate authority to  
11 approve or disapprove of any requests for exclusion.

12 7.6 Plaintiff Anjelica Salud agrees not to request exclusion from the Settlement Class. Class  
13 Members may object to or opt out of the Settlement, but may not do both. Any Class Member who  
14 submits a timely request for exclusion may not file an objection to the Settlement or receive a  
15 Settlement Payment, and shall be deemed to have waived any rights or benefits under the Settlement  
16 Agreement, except as provided in Paragraph 10.2.4.

17 7.7 Notwithstanding the submission of a timely request for exclusion, all Class Members will  
18 still be bound by the settlement and release of the PAGA Claims or remedies under the Final Judgment  
19 pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Requests for exclusion do not apply to  
20 the PAGA Claims, and will not be effective to preclude the release of the PAGA Claims.

21 7.8 No later than three (3) business days after the Exclusion/Objection Deadline, the  
22 Settlement Administrator shall provide to Class Counsel and counsel for Landing the Opt-Out List  
23 together with copies of the opt-out requests, including any untimely or defective requests.  
24 Notwithstanding any other provision of this Settlement Agreement, if more than five percent (5%) of  
25 potential Settlement Class Members exercise their right to opt out of the Settlement, Landing at its  
26 sole and absolute discretion may elect to rescind, void, and revoke the entire Settlement Agreement  
27 by sending written notice that it revokes the Settlement pursuant to this Paragraph to Class Counsel  
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1 within seven (7) business days following receipt of the Opt-Out List.

2 7.9 Named Plaintiff and her counsel shall support the Settlement and take such steps as are  
3 reasonably necessary to effectuate the Settlement. Plaintiffs' counsel shall recommend the Settlement  
4 to the Settlement Class Members, and Plaintiffs' counsel agree to use their best efforts to resolve any  
5 objections to the release of all claims described in the Settlement Class Members' Released Claims,  
6 including all class actions, putative class actions, individual-plaintiff actions, and arbitrations. Landing  
7 in turn, agrees to use its best efforts to cooperate with Plaintiffs' counsel's efforts in this regard. Named  
8 Plaintiff shall not opt out of or object to the settlement, nor shall she or her counsel directly or indirectly  
9 encourage Settlement Class Members to opt out of or object to the settlement.

## 10 **VIII. PROCEDURES FOR OBJECTIONS**

11 8.1 Any Settlement Class Member that wishes to object to the fairness, reasonableness, or  
12 adequacy of this Agreement or the proposed Settlement must provide to the Settlement Administrator  
13 (who shall forward it to Class Counsel and counsel for Landing), a timely statement of the objection,  
14 as set forth below.

15 8.2 To be timely, the objection must be postmarked and mailed to the Settlement  
16 Administrator (or emailed to the Settlement Administrator from the email address associated with the  
17 Settlement Class Member's Landing account) no later than the Exclusion/Objection Deadline. With  
18 respect to mailed objections, the date of the postmark on the return-mailing envelope shall be the  
19 exclusive means used to determine whether objection has been timely submitted.

20 8.3 The objection must contain at least the following: (i) the objector's full name, address,  
21 telephone, and signature; (ii) a clear reference to the Action; and (iii) a statement of the specific basis  
22 for each objection argument. All objections shall be signed by the objecting Settlement Class Member  
23 (or his or her Legally Authorized Representative as defined herein), even if the Settlement Class  
24 Member is represented by counsel. However, if the objection is emailed to the Settlement  
25 Administrator from the email address associated with the Settlement Class Member's Landing  
26 account, the signature requirement will be waived.

27 8.4 The right to object to the proposed Settlement must be exercised individually by a  
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1 Settlement Class Member. Attempted collective, group, class, or subclass objections shall be  
2 ineffective and disregarded. Individual objections may be submitted by a Settlement Class Member's  
3 Legally Authorized Representative.

4 8.5 Settlement Class Members who object to the proposed Settlement shall remain  
5 Settlement Class Members, and shall be deemed to have voluntarily waived their right to pursue an  
6 independent remedy against Landing and the Released Parties. To the extent any Settlement Class  
7 Member objects to the proposed Settlement, and such objection is overruled in whole or in part, such  
8 Settlement Class Member will be forever bound by the Final Approval order and Judgment.

9 8.6 It shall be Class Counsel's sole responsibility to respond to any objections made with  
10 respect to any application for the Class Counsel Award and Service Award.

## 11 **IX. RELEASES**

12 9.1 The Settlement Class Members' Released Claims against each and all of the Released  
13 Parties shall be released and judgment entered (without an award of costs to any party other than as  
14 provided in this Agreement) upon entry of the Final Approval order and Judgment.

15 9.2 As of the Final Approval Date, the Plaintiff, and all Settlement Class Members who have  
16 not been excluded from the Settlement Class as provided in the Opt-Out List, individually and on  
17 behalf of their heirs, estates, trustees, executors, administrators, representatives, agents, successors,  
18 and assigns, and anyone claiming through them or acting or purporting to act on their behalf, agree to  
19 forever release, discharge, hold harmless, and covenant not to sue each and all of the Released Parties  
20 from each and all of the Settlement Class Members' Released Claims, and by operation of the Final  
21 Judgment shall have fully and finally released, relinquished, and discharged all such claims against  
22 each and all of the Released Parties; and they further agree that they shall not now or hereafter initiate,  
23 maintain, or assert any Settlement Class Members' Released Claims against the Released Parties in  
24 any other court action or before any administrative body, tribunal, arbitration panel, or other  
25 adjudicating body. Without in any way limiting the scope of the release described in Paragraph 2.30,  
26 as well as the remainder of this Section, this release covers, without limitation, any and all claims for  
27 attorneys' fees, costs or disbursements incurred by Class Counsel or by the Plaintiff or Settlement  
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1 Class Members, in connection with or related in any manner to the Action, the Settlement of the  
2 Action, the administration of such Settlement, and/or the Settlement Class Members' Released Claims,  
3 except to the extent otherwise specified in the Agreement.

4 9.3 Subject to Court approval, Plaintiff, and all Settlement Class Members shall be bound  
5 by this Settlement Agreement, and judgment entered as to all their claims, which shall be released,  
6 even if they never received actual notice of the Action or this Settlement.

7 9.4 As of the Final Approval Date, the State of California and all Class Members shall be  
8 deemed to have fully, finally, and forever waived, released, relinquished, and discharged each and all  
9 of the Released Parties from all the PAGA Claims from January 19, 2021 through June 1, 2023,  
10 whichever is sooner and all Settlement Class Member Released Claims that arose or may be alleged  
11 to have arisen at any time from September 1, 2019 through the date this Court grants preliminary  
12 approval or June 1, 2023, whichever is sooner.

13 **X. ADMINISTRATION OF THE SETTLEMENT FUND**

14 10.1 The Settlement Administrator or its authorized agents in consultation with the Parties and  
15 subject to supervision, direction, and approval of the Court, shall calculate the allocation of and  
16 oversee the distribution of the Settlement Fund.

17 10.2 The Settlement Payment Fund shall be applied as follows:

18 10.2.1 Subject to the approval and further order(s) of the Court, to pay Plaintiff's  
19 Service Award based on contributions and time expended assisting in the litigation, up to a maximum  
20 of \$7,500;

21 10.2.2 Subject to the approval and further order(s) of the Court, to pay the Class  
22 Counsel Award as ordered by the Court;

23 10.2.3 Subject to the approval and further order(s) of the Court, to distribute 75% of  
24 the PAGA Payment to the LWDA and 25% of the PAGA Payment to PAGA Members, based on each  
25 PAGA Member's pro rata share;

26 10.2.4 After the Effective Date and subject to the approval and further order(s) of the  
27 Court, to distribute the Settlement Payments from the Settlement Payment Fund for the benefit of the  
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1 Settlement Class pursuant to the Plan of Allocation, or as otherwise ordered by the Court.

2 10.3 The Settlement Administrator will mail checks to Settlement Class Members within  
3 fourteen (14) days of receipt of the second installment payment from Landing, along with issuing the  
4 Service Award, PAGA payment to the LWDA, Class Counsel award, and any other amounts due.

5 10.4 In the distribution of the Settlement Payments, the Settlement Administrator will include  
6 a statement to each Settlement Class Member containing a best estimate of his or her Total Jobs during  
7 the Class Period and/or PAGA Period, being used to calculate the amount of his or her Settlement  
8 Payment, as well as the estimated total payment, as described in Paragraph 5.3.

9 10.5 Settlement Class Members will have an opportunity to dispute Landing's calculation of  
10 their Total Jobs by providing documentation of contrary information to the Settlement Administrator  
11 within forty-five (45) days of receiving their Notice. The Settlement Administrator shall review any  
12 documentation submitted by a Settlement Class Members and consult with the Parties to determine  
13 whether an adjustment is warranted. There will be a presumption that Landing's records are correct,  
14 absent evidence produced by a Settlement Class Member to the contrary.

15 10.6 If any portion of the Settlement Payment Fund is not successfully redistributed to  
16 Settlement Class Members after the Void Date has passed (*i.e.* checks are not cashed or checks are  
17 returned as undeliverable after the distribution), then after the Void Date, the Settlement Administrator  
18 shall void the check and shall direct such unclaimed funds to be redistributed to all of the Settlement  
19 Class Members who (1) received and cashed their initial Settlement Payments, and (2) would receive  
20 a redistribution amount greater than or equal to \$40.00, calculated pursuant to the same formula used  
21 to calculate the amounts of the initial Settlement Payments. If any portion thereafter remains  
22 unclaimed (*i.e.* checks are not cashed or checks are returned as undeliverable after the second  
23 distribution), then after the Void Date for redistributed checks, the Settlement Administrator shall void  
24 the check and shall direct such unclaimed funds to be paid to the *cy pres* recipient -- Legal Aid at  
25 Work.

26 10.7 Settlement Class Members who are not on the Opt-Out List approved by the Court shall  
27 be subject to and bound by the provisions of the Settlement Agreement, the releases contained herein,  
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1 and the Judgment with respect to all Settlement Class Members' Released Claims, regardless of  
2 whether they obtain any distribution from the Settlement Payment Fund.

3 10.8 Payment from the Settlement Payment Fund made pursuant to and in the manner set  
4 forth herein shall be deemed conclusive of compliance with this Settlement Agreement as to all  
5 Settlement Class Members.

6 10.9 No Settlement Class Member shall have any claim against the Plaintiff, Class Counsel,  
7 or the Settlement Administrator based on distributions made substantially in accordance with this  
8 Settlement Agreement and/or orders of the Court. No Settlement Class Member shall have any claim  
9 against Landing or its counsel relating to the distributions made under this Settlement.

10 **XI. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION OF**  
11 **SETTLEMENT AGREEMENT**

12 11.1 If the Court does not approve the Settlement as set forth in this Settlement Agreement,  
13 or does not enter the Final Approval order and Judgment on the terms described herein, or if the Court  
14 enters the Judgment and appellate review is sought, and on such review, the entry of Judgment is  
15 vacated, modified in any way, or reversed, or if the Final Approval order does not otherwise become  
16 Final, then this Settlement Agreement shall be cancelled and terminated, unless all Parties, in their  
17 sole discretion within thirty (30) days from the date such ruling becomes final, provide written notice  
18 to all other Parties hereto of their intent to proceed with the Settlement under the terms of the Judgment  
19 as it may be modified by the Court or any appellate court.

20 11.2 In the event that: (i) the Settlement is not approved, is overturned, or is modified by the  
21 Court or on appeal, (ii) the Judgment does not become Final, or (iii) this Settlement Agreement is  
22 terminated, cancelled, or fails to become effective for any reason, then: (a) the Parties stipulate and  
23 agree the Settlement, this Agreement, the Class Information, the Opt-Out List, and all documents  
24 exchanged and filed in connection with the Settlement shall be treated as privileged mediation  
25 communications under Cal. Evid. Code §§ 1115 *et seq.*; (b) the Settlement shall be without force and  
26 effect upon the rights of the Parties hereto, and none of its terms shall be effective or enforceable, with  
27 the exception of this paragraph, which shall remain effective and enforceable; (c) the Parties shall be  
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1 deemed to have reverted nunc pro tunc to their respective status prior to execution of this Agreement,  
2 including with respect to any Court-imposed deadlines; (d) all Orders entered in connection with the  
3 Settlement, including the certification of the Settlement Class, shall be vacated without prejudice to  
4 any Party's position on the issue of class certification, the issue of amending the complaint, or any  
5 other issue, in the Action or any other action, and the Parties shall be restored to their litigation  
6 positions existing on the date of execution of this Agreement; and (e) the Parties shall proceed in all  
7 respects as if the Settlement Agreement and related documentation and orders had not been executed,  
8 and without prejudice in any way from the negotiation or fact of the Settlement or the terms of the  
9 Settlement Agreement.

10 11.3 Landing does not agree or consent to certification of the Settlement Class for any purpose  
11 other than to effectuate the Settlement of the Action.

## 12 **XII. CONDITIONS PRECEDENT**

13 This Settlement will become final and effective only upon the occurrence of all of the following  
14 events:

15 12.1 The Court enters an order granting preliminary approval of the Settlement;

16 12.2 The Court enters an order granting Final Approval of the Settlement and a final  
17 Judgment;

18 12.3 If an objector appears at the Final Approval Hearing, the time for appeal of the Final  
19 Judgment and Order Granting Final Approval of Settlement expires; or, if an appeal is timely filed,  
20 there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of the  
21 Settlement; and

22 12.4 Defendant fully funds the Total Settlement Amount.

## 23 **XIII. ADDITIONAL PROVISIONS**

24 13.1 All of the Exhibits to this Agreement are an integral part of the Settlement and are  
25 incorporated by reference as though fully set forth herein.

26 13.2 The Plaintiff and Class Counsel acknowledge that an adequate factual record has been  
27 established that supports the Settlement and, apart from the limited discovery described in the next  
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1 sentence, hereby waive any right to conduct further discovery to assess or confirm the Settlement.  
2 Notwithstanding the prior sentence, the Parties agree to reasonably cooperate with respect to limited  
3 confirmatory discovery to facilitate approval of the settlement and related to the last-known addresses  
4 of Settlement Class Members.

5 13.3 The Parties agree to cooperate fully with each other to accomplish and implement the  
6 terms of this Settlement. Such cooperation shall include, but not be limited to, execution of such other  
7 documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of  
8 this Settlement and/or revising this Settlement to comply with the above-entitled Court's requests.  
9 The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any  
10 other efforts that may become necessary by Court order, or otherwise, to effectuate this Settlement  
11 and the terms set forth herein.

12 13.4 Unless otherwise noted, all references to "days" in this Agreement shall be to calendar  
13 days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal  
14 holiday, such date or deadline shall be on the first business day thereafter.

15 13.5 This Agreement constitutes the full and complete agreement of the Parties hereto, and  
16 supersedes all prior negotiations and agreements, whether oral, written or otherwise, and may be  
17 amended or modified only by a written instrument signed by counsel for all Parties or the Parties'  
18 successors-in-interest.

19 13.6 The Parties reserve the right, subject to the Court's approval, to make any reasonable  
20 extensions of time that might be necessary to carry out any of the provisions of this Agreement. Such  
21 extensions must be in writing to be enforceable.

22 13.7 The Settlement Agreement, the Settlement, the fact of the Settlement's existence, any of  
23 terms of the Settlement Agreement, any press release or other statement or report by the Parties or by  
24 others concerning the Settlement Agreement or the Settlement, and any negotiations, proceedings, acts  
25 performed, or documents executed pursuant to or in furtherance of the Settlement Agreement or the  
26 Settlement: (i) may not be deemed to be, may not be used as, and do not constitute an admission or  
27 evidence of the validity of any Settlement Class Members' Released Claims or of any wrongdoing or  
28

1 liability of Landing; (ii) may not be deemed to be, may not be used as, and do not constitute an  
2 admission or evidence of any fault, wrongdoing, or omission by Landing in any trial, civil, arbitration,  
3 criminal, or administrative proceeding of the Action or any other action or proceeding in any court,  
4 administrative agency, arbitration, or other tribunal; (iii) may not be used as evidence on any class  
5 certification proceeding.

6 13.8 The Released Parties shall have the right to file the Settlement Agreement, the Final  
7 Approval order and Judgment, and any other documents or evidence relating to the Settlement in any  
8 action that may be brought against them in order to support a defense or counterclaim based on  
9 principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar, reduction,  
10 or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11 13.9 The Parties to the Settlement Agreement agree that the Total Settlement Amount and the  
12 other terms of the Settlement were negotiated at arm's length and in good faith by the Parties, resulted  
13 from an arm's-length mediation session facilitated by Michael Latin, and reflect a settlement that was  
14 reached voluntarily based upon adequate information and sufficient discovery and after consultation  
15 with experienced legal counsel.

16 13.10 The Plaintiff and Class Counsel have concluded that the Settlement set forth herein  
17 constitutes a fair, reasonable, and adequate resolution of the claims that the Plaintiff asserted against  
18 Landing, including the claims on behalf of the Settlement Class Members, and that it promotes the  
19 best interests of the Settlement Class Members.

20 13.11 To the extent permitted by law, all agreements made and orders entered during the course  
21 of the Action relating to the confidentiality of information shall survive this Settlement Agreement.  
22 This includes, but is not limited to, the Parties' agreement that Plaintiff, Defendant, and their respective  
23 counsel will not make any public disclosure of the Settlement until after the filing of the Motion for  
24 Preliminary Approval. Notwithstanding the foregoing, the Parties agree that Defendant may make  
25 such disclosures that in Defendant's judgment are required in the ordinary course of business. Class  
26 Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will encourage them to  
27 adhere to, the restriction against any public disclosure of the Settlement until the Motion for  
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1 Preliminary Approval is filed. Thereafter, Class Counsel and Plaintiff agree not to publicize the terms  
2 of the Settlement with the media, including but not limited to, any newspaper, journal, magazine,  
3 website and/or on-line reporter of settlements.

4 13.12 The waiver by one Party of any breach of this Settlement Agreement by any other Party  
5 shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

6 13.13 This Settlement Agreement, including its Exhibits, constitutes the entire agreement  
7 among the Parties, and no representations, warranties, or inducements have been made to any Party  
8 concerning this Settlement Agreement or its Exhibits, other than the representations, warranties, and  
9 covenants contained and memorialized in this Settlement Agreement and its Exhibits.

10 13.14 This Settlement Agreement may be executed in one or more counterparts. All executed  
11 counterparts and each of them shall be deemed to be one and the same instrument provided that counsel  
12 for the Parties to this Settlement Agreement shall exchange among themselves original signed  
13 counterparts.

14 13.15 The Parties hereto and their respective counsel agree that they will use their best efforts  
15 to obtain all necessary approvals of the Court required by this Settlement Agreement and to resolve  
16 any objections to the release of all Claims.

17 13.16 This Settlement Agreement shall be binding upon and shall inure to the benefit of the  
18 successors and assigns of the Parties hereto, including any and all Released Parties and any  
19 corporation, partnership, or other entity into or with which any Released Party hereto may merge,  
20 consolidate, or reorganize.

21 13.17 This Settlement Agreement shall not be construed more strictly against one Party than  
22 another merely because of the fact that it may have been prepared by counsel for one of the Parties, it  
23 being recognized that because of the arm's-length negotiations resulting in the Settlement Agreement,  
24 all Parties hereto have contributed substantially and materially to the preparation of the Settlement  
25 Agreement.

1           13.18 Except where this Settlement Agreement itself provides otherwise, all terms, conditions,  
2 and Exhibits are material and necessary to this Settlement Agreement and have been relied upon by  
3 the Parties in entering into this Settlement Agreement.

4           13.19 This Settlement Agreement shall be governed by California law. Any dispute regarding  
5 the Settlement Agreement shall first be presented to the mediator Michael Latin to provide guidance  
6 to the Parties before the Parties seek any party seeks other recourse. Following this initial guidance,  
7 any action based on this Settlement Agreement, or to enforce any of its terms, shall be venued in  
8 Alameda Superior Court, which shall retain jurisdiction over all such disputes. This paragraph relates  
9 solely to the law governing this Settlement Agreement and any action based thereon, and nothing in  
10 this paragraph shall be construed as an admission or finding that California law applies to the Released  
11 Claims of Plaintiff or Settlement Class Members who reside outside of the state.

12           13.20 The Court shall retain continuing and exclusive jurisdiction over the Parties to this  
13 Settlement Agreement for the purpose of the administration and enforcement of this Settlement  
14 Agreement.

15           13.21 The headings used in this Settlement Agreement are for the convenience of the reader  
16 only, and shall not affect the meaning or interpretation of this Settlement Agreement.

17           13.22 In construing this Settlement Agreement, the use of the singular includes the plural (and  
18 vice-versa) and the use of the masculine includes the feminine (and vice-versa).

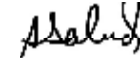
19           13.23 Each Party to this Settlement Agreement warrants that he, she, or it is acting upon his,  
20 her or its independent judgment and upon the advice of his, her or its counsel, and not in reliance upon  
21 any warranty or representation, express or implied, of any nature of any kind by any other Party, other  
22 than the warranties and representations expressly made in this Settlement Agreement.

23           13.24 Each counsel signing this Settlement Agreement on behalf of his/her/its clients who are  
24 unable to sign the Agreement on the date that it is executed by other Parties represents that such  
25 counsel is fully authorized to sign this Settlement Agreement on behalf of his/her/its clients; provided,  
26 however, that all Parties who have not executed this Agreement on the date that it is executed by the  
27  
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other Parties shall promptly thereafter execute this Agreement and in any event no later than one (1) week after the Agreement has been executed by counsel.

IT IS SO AGREED AS TO FORM AND CONTENT BY PLAINTIFF:

Dated: 09/22/2023



Plaintiff Anjelica Salud

IT IS SO AGREED AS TO FORM AND CONTENT BY DEFENDANT:

Dated: 10/9/2023

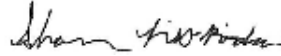
CALIZA LLC DBA LANDING

DocuSigned by:  
Marcus Higgins  
C12FEDD96DA64DC...

Marcus Higgins  
Chief Operating Officer

IT IS SO AGREED AS TO FORM BY COUNSEL:

Dated: 09/25/2023

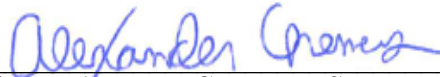


SHANNON LISS-RIORDAN  
ADELAIDE PAGANO

Lichten & Liss-Riordan, P.C.

*Attorneys for Plaintiff Anjelica Salud and the Class and  
PAGA Members*

Dated: 10/12/2023



ALEXANDER CHEMERS

Ogletree Deakins Nash Smoak & Steward P.C.

*Attorneys for Defendant Caliza LLC dba Landing*