

FILED
ALAMEDA COUNTY

FEB 27 2024

CLERK OF THE SUPERIOR COURT
By Nicole Hall

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

ANJELICA SALUD *on behalf of herself and all
others similarly situated, and in her capacity as
Private Attorneys General Representative,*

Plaintiff,

v.

CALIZA, LLC. d/b/a LANDING,

Defendant.

Case No. 22-cv-005661

**~~PROPOSED~~ ORDER AND FINAL
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS SETTLEMENT**

HON. ~~EVELIO GRILLO~~

Hearing Date: February 23, 2024

Hearing Time: 9:00 am

DEPT. 21

1 This matter came before the Honorable Evelio Grillo of the Superior Court of the State of
2 California, in and for the County of Alameda, at 9:00 a.m. on February 23, 2024, with Lichten &
3 Liss-Riordan P.C. as counsel for Plaintiff Anjelica Salud ("Plaintiff" or "Named Plaintiff") on behalf
4 of the Settlement Class, and Ogletree Deakins appearing as counsel for Defendant Caliza, LLC, doing
5 business as Landing ("Landing" or "Defendant") (collectively, "the Parties"). The Parties seek
6 approval of their proposed Class Action Settlement.

7 Due and adequate notice of the Settlement having been given to the Settlement Class; the
8 Court having carefully considered all papers filed and proceedings held herein, the Memorandum of
9 Points and Authorities in Support of the Motion and associated Declaration(s), the Settlement, the
10 arguments of counsel, and the record in this case; the Court otherwise being fully informed in the
11 premises; and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND
12 DECREED that:

- 13 1. The Court grants the Motion for Final Approval of the Class Action Settlement Agreement
14 and Release (hereinafter "the Settlement Agreement") and grants final approval to the
15 Settlement. The Settlement Agreement is hereby incorporated into this Final Approval Order
16 ("Order and Final Judgment"), and all terms used herein shall have the same meanings set
17 forth in the Settlement Agreement.
- 18 2. This Court has personal jurisdiction over all members of the Settlement Class and subject
19 matter jurisdiction to approve the Settlement Agreement.
- 20 3. The Court confirms its previous certification of the of the following Settlement Class, for
21 settlement purposes only, pursuant to section 382 of the California Code of Civil Procedure:

22 All individuals who applied to work as hosts with Landing and were paid by Landing
23 for completing one or more jobs booked directly through Landing's online platform or
24 mobile application, within the State of California at any time from September 1, 2019
25 through February 1, 2023.

- 26 4. The Court confirms its previous appointment of Anjelica Salud as representative of the
27 Settlement Class. The Court finds that this class representative has adequately represented the
28 Settlement Class for purposes of entering into and implementing the Settlement.

- 1 5. In accordance with Plaintiff's Motion for Attorneys' Fees, Costs, and Service Enhancements,
2 the Court finds that the Plaintiff's Service Awards of \$7,500 to the Named Plaintiff is fair and
3 reasonable, and orders said award to be paid pursuant to the Settlement Agreement.
- 4 6. The Court confirms its previous appointment of the law firm of Lichten & Liss-Riordan, P.C.
5 as Settlement Class Counsel.
- 6 7. The Court finds that Class Counsel have adequately represented the Settlement Class for
7 purposes of entering into and implementing the Settlement.
- 8 8. The Court hereby awards to Class Counsel attorneys' fees and costs in the amount of one-
9 third of the Total Settlement Amount (~~\$150,000~~ ^{135,000}) to be paid exclusively from the Total
10 Settlement Amount, as defined in the Settlement Agreement. The Court finds that the
11 attorneys' fee award is fair and reasonable under the percentage-of-the-recovery method
12 based upon the following factors: (1) the results obtained by counsel in this case; (2) the
13 significant risks and complex issues involved in this case, which required a high level of skill
14 and a high quality of work to overcome; (3) the fees' contingency upon success, which meant
15 counsel risked time and effort and advanced costs with no guarantee of compensation; (4) the
16 range of awards made in similar cases, which justifies the award requested here; (5) the
17 lodestar cross-check, which confirms the reasonableness of the award; and (6) the notice and
18 opportunity to object available to members of the Settlement Class and the absence of any
19 compelling objections. The Court finds that the requested litigation costs are likewise fair and
20 reasonable. Payment of the requested attorneys' fees and costs shall be made at the time set
21 forth in the Settlement Agreement.
- 22 9. The Court confirms its previous appointment of Simpluris as the Settlement Administrator
23 and finds that it has so far fulfilled its duties under the Settlement.
- 24 10. The Court orders that Settlement Administrator Expenses be paid from the Total Settlement
25 Amount to the Settlement Administrator for past and future unreimbursed expenses relating to
26 notice and administration of the Settlement, which are currently estimated at \$15,815.99, per
27 the Declaration of Markus Bulthuis, submitted on February 14, 2024.
28

- 1 11. Pursuant to California Rule of Court 3.769, the Court approves the Settlement set forth in the
2 Settlement Agreement, and finds that the Settlement Agreement is, in all respects, fair,
3 reasonable, and adequate and in the best interests of the Named Plaintiff, the Settlement Class,
4 and each of the Settlement Class Members, and is consistent and in compliance with all
5 requirements of due process and California law. The Court further finds that the Settlement is
6 the result of arm's-length negotiations between experienced counsel representing the interests
7 of the Named Plaintiff, the Settlement Class Members, and the Defendant. The Court further
8 finds that the Parties have evidenced full compliance with the Court's Preliminary Approval
9 Order and other Orders relating to this Settlement. The Settlement shall be consummated
10 pursuant to the terms of the Settlement Agreement, which the Parties are hereby directed to
11 perform.
- 12 12. The Court finds that the Class Notice plan as performed by the Parties—including the form,
13 content, and method of dissemination of the Class Notice to Settlement Class Members by
14 email, as well as the procedures followed for locating (when necessary) current email or
15 postal addresses for Settlement Class Members for notice purposes: (i) constituted best
16 practicable notice; (ii) was reasonably calculated, under the circumstances, to apprise
17 Settlement Class Members of the pendency of the Action and of their right to exclude
18 themselves or object to the Settlement and to appear at the Fairness Hearing; (iii) was
19 reasonable and constituted due, adequate, and sufficient notice to all persons entitled to
20 receive notice; and (iv) met all applicable requirements of California Rule of Court 3.769(f)
21 and due process, and any other applicable rules or law.
- 22 13. The Court finds that the notice program, previously approved by the Court in granting
23 Preliminary Approval, has been implemented and complies with California Rule of Court
24 3.769(f).
- 25 14. The notice program was robust and successful. It included individual notice via email (and,
26 when necessary, postal mail) to every member of the Settlement Class for whom contact
27 information was available. On December 11, 2024, the Settlement Administrator sent Class
28 Notice by email to 344 email addresses of members of the Settlement Class. For the six email

1 messages that were undeliverable, the Administrator subsequently re-emailed two of them to
2 alternate email addresses. The Settlement Administrator mailed notice packets via postal mail
3 notice to the other four people. Ultimately, the Settlement Administrator successfully
4 contacted 100% of the Settlement Class by email or postal mail.

5 15. Additionally, the Administrator sent follow-up reminder emails to Settlement Class Members
6 who had not yet filed a response on January 10, 2024, January 26, 2024, and February 2,
7 2024.

8 16. Proof that email and postal mail notice complied with the Preliminary Approval Order has
9 been filed with the Court. The notice program fully complied with California Rule of Court
10 3.769 and the requirements of due process. It provided due and adequate notice to the Class,
11 with a "reach rate" of one-hundred percent (100%).

12 17. The Court finds that the Plan of Allocation is fair, reasonable, and adequate. The following
13 Plan of Allocation, as described in Section V of the Settlement Agreement, is approved:
14

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

20 The Court also notes that there is no reversion of the Settlement Fund. Accordingly, the Plan
21 of Allocation is approved.

22 18. There were no valid objection and no valid requests for exclusion from this settlement, as
23 described in the Declaration of Settlement Administrator Markus Bulhuis.

24 19. Pursuant to this Order and Final Judgment, judgment is hereby entered as to Settlement Class
25 Members' Released Claims, as defined in 2.32 of the Settlement Agreement (which definition
26 is incorporated herein by reference).
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28

- 1 20. Pursuant to this Order and Final Judgment, judgment is hereby entered as to Plaintiff's
2 Released Claims, as defined in 2.14 of the Settlement Agreement (which definition is
3 incorporated herein by reference).
- 4 21. As of the Effective Date, the Named Plaintiff, the Settlement Class, and their heirs, estates,
5 trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns,
6 and successors, and/or anyone claiming through them or acting or purporting to act for them
7 or on their behalf, regardless of whether they have received actual notice of the proposed
8 Settlement, have conclusively compromised, settled, discharged, and released Plaintiff's
9 Released Claims (in the case of the Named Plaintiff) and Settlement Class Members'
10 Released Claims (in the case of Settlement Class Members) against Defendant and all the
11 Released Parties, and are bound by the provisions of this Agreement.
- 12 ~~All Settlement Class Members are~~ *The CWDA is*
13 bound by the settlement and release of the Labor Code
14 Private Attorneys General Act of 2004 ("PAGA") claims or remedies under the Final
15 Judgment.
- 16 23. Except as explicitly provided in the Settlement Agreement, and/or as necessary for Defendant
17 to enforce this Order, neither the Settlement (approved or not) nor any exhibit, document, or
18 instrument delivered thereunder, nor any statement, transaction, or proceeding in connection
19 with the negotiation, execution, or implementation of the Settlement, nor any proceedings
20 taken pursuant thereto, shall be admissible in this or any other proceeding for any purpose,
21 including as evidence, a presumption, concession, or an admission. Without limitation of the
22 foregoing, nothing contained in the Settlement (approved or not approved) nor any exhibit,
23 document, or instrument delivered thereunder, nor any statement, transaction, or proceeding
24 in connection with the negotiations, execution, or implementation of the Settlement, nor any
25 proceedings taken pursuant thereto, shall be given any form of res judicata, collateral
26 estoppel, or judicial estoppel effect against Defendant or the other Released Parties in any
27 administrative or judicial form or proceeding. Notwithstanding the foregoing, references may
28 be made to the Settlement Agreement and the Settlement provided for therein such

proceedings as may be necessary to effectuate the provisions of the Settlement Agreement and Order, as further set forth in the Settlement Agreement.

24. The Court orders that if the Settlement Agreement is terminated or disapproved in whole or in part by any court, or the Effective Date for any reason does not occur, the order certifying the Settlement Class for purposes of effectuating the Settlement Agreement, and all preliminary and/or final findings regarding the Settlement Class certification orders, shall be automatically vacated upon notice to the Court, the Action shall proceed as though the Settlement Class had never been certified pursuant to the Settlement Agreement and such findings had never been made, and the Action shall revert nunc pro tunc to the procedural status quo as to the date and time immediately before the execution of the Settlement Agreement, in accordance with the Settlement Agreement. In such event, the Settlement Agreement and the fact that it was entered into shall not be offered, received, or constructed as an admission or as evidence for any purpose, including but not limited to an admission by any Party of liability or non-liability or of any misrepresentation or omission in any statement or written document approved or made by any Party, or of the certifiability of a litigation class.

25. The Court finds the Settlement is in good faith pursuant to California Code of Civil Procedure section 877.6 including the amount to be paid in the Settlement is in accord with the Named Plaintiff's and the Settlement Class Members' potential total recovery and Defendant's potential liability; that the allocation of the Settlement is fair; that the Settlement is not meant to be the equivalent of liability damages; that the Settlement considers the relevant financial circumstances of the Defendant; and that the Settlement is not the product of and does not evince collusion, fraud, or tortious conduct.

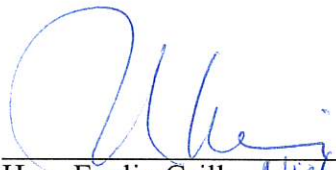
26. The Parties, without further approval from the Court, may agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement, including all Exhibits hereto, as: (i) shall be consistent in all material respects with this Order and (ii) do not limit the rights of Settlement Class Members.

- 1 27. Without affecting the finality of this Judgment, the Court reserves jurisdiction over the
2 Named Plaintiff, the Settlement Class, and Defendant as to all matters concerning the
3 administration, consummation, and enforcement of the Settlement Agreement.
4 28. In accordance with, and for the reasons stated in this Order Granting Plaintiffs' Final
5 Approval of Class Action Settlement, judgment shall be entered pursuant to California Rules
6 of Court, rule 3.769(h).
7 29. Pursuant to California Code of Civil Procedure § 664.6 and Rule 3.769(h) of the California
8 Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action to
9 construe, interpret, implement, and enforce the settlement agreement and resolve any
10 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any
11 dispute arising from or in connection with distribution of settlement benefits.
12

13 ACCORDINGLY, having resolved all disputed issues in this matter, it is HEREBY ORDERED,
14 ADJUDGED, AND DECREED that FINAL JUDGMENT is entered in this action.

15 **IT IS SO ORDERED.**
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18 DATED: 2/27/24

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20 Hon. ~~Evelio Grillo~~ *Niel Wise*
21 Judge of the Superior Court
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SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 02/27/2024
PLAINTIFF/PETITIONER: Anjelica Salud	Chad Finke, Executive Officer / Clerk of the Court By: <u>Nicole Hall</u> Deputy N. Hall
DEFENDANT/RESPONDENT: Caliza, LLC	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 22CV005661

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order And Final Judgment Granting Fihnal Approval of Class Settlement entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Alexander M Chambers
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C
alexander.chemers@ogletree.com

Shannon Erika Liss-Riordan
Lichten & Liss-Riordan PC
sliss@llrlaw.com

Dated: 02/27/2024

Chad Finke, Executive Officer / Clerk of the Court

By:

Nicole Hall

N. Hall, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 02/27/2024
PLAINTIFF/PETITIONER: Anjelica Salud	Chad Finke, Executive Officer / Clerk of the Court By: <u>Nicole Hall</u> Deputy
DEFENDANT/RESPONDENT: Caliza, LLC	N. Hall
CERTIFICATE OF MAILING	CASE NUMBER: 22CV005661

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Anjelica Salud
Lichten & Liss-Riordan, P.C. 729 Boylston Street, Suite
2000
Boston, MA 02116

Dated: 02/27/2024

Chad Finke, Executive Officer / Clerk of the Court

By:

Nicole Hall

N. Hall, Deputy Clerk

CERTIFICATE OF MAILING