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FILED
Superior Court of California
County of Sacramento
05/22/2026
V. Aleman, Deputy

*Attorney for Plaintiff Jon Waldrep, on behalf
of himself and all others similarly situated,
and in his capacity as Private Attorney
General Representative*

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

JON WALDREP on behalf of himself and all
others similarly situated, and in his capacity as
Private Attorneys General Representative,

Plaintiff,

v.

CAMBLY INC.,

Defendant.

Case No. 34-2022-003 14360-CU-OE-GDS

*Assigned for all purposes to:
Hon. Lauri A. Damrell, Dept. 8B*

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

Date: May 22, 2026
Time: 9:00 a.m.
Dept.: 8B

Complaint: January 24, 2022
Operative Complaint: March 3, 2025
Trial Date: None Set

1 Plaintiff Jon Waldrep (“Plaintiff”) has filed a Motion for Final Approval of the class
2 action settlement reached with Defendant Cambly Inc. (“Cambly” or “Defendant”). The Court
3 has carefully considered the Settlement Agreement together with all the filings related to the
4 Settlement, the arguments of counsel, and the record in this case. The Court hereby gives its
5 final approval of the Settlement; finds that the Settlement is sufficiently fair, reasonable and
6 adequate.

7 On January 23, 2026, this Court entered an Order granting preliminary approval of the
8 settlement, resulting in certification of the following provisional Settlement Class: “all current
9 and former individuals who provided services in connection with Cambly’s platform in the State
10 of California at any time during the period November 9, 2020 to May 26, 2022.”

11 That Order further directed the Parties to provide Notice to the Class, which informed
12 absent class members of: (a) the proposed Settlement, and the Settlement’s key terms; (b) the
13 date, time and location of the Final Approval Hearing; (c) the right of any Class Member to
14 object to the proposed Settlement, and an explanation of the procedures to exercise that right;
15 (d) the right of any Class Member to exclude themselves from the proposed Settlement, and an
16 explanation of the procedures to exercise that right; and (e) an explanation of the procedures for
17 class members to participate in the proposed settlement.

18 The Court, upon Notice having been given as required in the Preliminary Approval Order,
19 and having considered the Settlement Agreement, as well as all papers filed, hereby **ORDERS,**
20 **ADJUDGES AND DECREES AS FOLLOWS:**

21 1. This Court has jurisdiction over the subject matter of the Actions and over all
22 Parties to the Actions, including all members of the Settlement Class.

23 2. The Court finds that the Settlement Class is properly certified as a class for
24 settlement purposes only.

25 3. The Notice provided to the Settlement Class conforms with the requirements of
26 California Code of Civil Procedure section 382, California Civil Code section 1781, California
27 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
28 applicable law, and constitutes the best notice practicable under the circumstances, by providing

1 individual notice to all Class Members who could be identified through reasonable effort, and
2 by providing due and adequate notice of the proceedings and of the matters set forth therein to
3 the other Class Members. The notice fully satisfied the requirements of due process.

4 4. The Court finds the settlement was entered into in good faith, that the settlement is
5 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
6 requirements for final approval of this class action settlement under California law, including the
7 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
8 3.769.

9 5. Upon entry of this Order, compensation to the participating members of the
10 Settlement Class shall be effected pursuant to the terms of the Settlement Agreement.

11 6. In addition to any recovery that Plaintiff may receive under the Settlement, and in
12 recognition of Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves the
13 payment of an incentive award to the Plaintiff, in the amount of \$10,000.

14 7. The Court approves the payment of attorneys' fees and reimbursement of litigation
15 expenses to Class Counsel in the combined sum of ^{\$117,900} ~~\$131,000~~.

16 8. The Court approves and orders payment in the amount of \$14,000 to Simpluris for
17 performance of its settlement claims administration services.

18 9. The Parties are ordered to give notice to all Class Members in accordance with CRC
19 3.771(b).

20 10. Upon the Effective Date, Plaintiff Jon Waldrep will generally release all known and
21 unknown claims against Cambly and waive the application of section 1542 of the California Civil
22 Code.

23 11. As of the Effective Date, the Named Plaintiff, the Settlement Class, individually
24 and on behalf of their heirs, estates, trustees, executors, administrators, representatives, agents,
25 successors, and assigns, and anyone claiming through them or acting or purporting to act on their
26 behalf, agree to forever release, discharge, hold harmless, and covenant not to sue each and all of
27 the Released Parties from each and all of the Settlement Class Members' Released Claims and
28 each and all of the PAGA Members' Released Claims, and by operation of this Final Judgment

1 shall have fully and finally released, relinquished, and discharged all such claims against each and
2 all of the Released Parties; and they further agree that they shall not now or hereafter initiate,
3 maintain, or assert any Settlement Class Members' Released Claims or any PAGA Members'
4 Released Claims against the Released Parties in any other court action or before any administrative
5 body, tribunal, arbitration panel, or other adjudicating body. Without in any way limiting the scope
6 of the release described in Paragraphs 2.15, 2.20, 2.26, and 2.29 and section 9 of the Settlement
7 Agreement, this release covers, without limitation, any and all claims for attorneys' fees, costs or
8 disbursements incurred by Class Counsel or by the Plaintiff or Settlement Class Members or the
9 PAGA Members, in connection with or related in any manner to the Action, the Settlement of the
10 Action, the administration of such Settlement, and/or the Settlement Class Members' Released
11 Claims or the PAGA Members' Released Claims, except to the extent otherwise specified in the
12 Agreement.

13 12. The Settlement Class Members' released claims" means any and all claims against
14 Cambly arising within the Class Period (with the exception of any claims which cannot be released
15 as a matter of law), that were alleged or reasonably could be brought based on the factual
16 allegations set forth in the LWDA letter, Complaint and/or First Amended Complaint, namely
17 Cambly's alleged misclassification of the Settlement Class as independent contractors. The claims
18 released pursuant to this paragraph specifically include, without limitations, a release of claims
19 under Cal. Labor Code, §§ 2802, 226.7, 226.8, 1197, 1194, 1198, 510, 554, 512, 432.5, 1182.12,
20 1194.2, 1197.1, 1199, 226(a), 226.3, 551, 552, 221-224, 225.5, 227, 201-203, 204, 210, 227.3 San
21 Francisco Minimum Wage Ordinance, Los Angeles Citywide Minimum Wage Ordinance, Los
22 Angeles County Minimum Wage Ordinance, IWC Wage Order No. 9-2001, in connection with
23 claims related to independent contractor misclassification.

24 13. The PAGA Members' released claims are any and all claims against Cambly arising
25 within the PAGA Period, for civil penalties attorneys' fees, litigation costs (with the exception of
26 any claims which cannot be released as a matter of law) pursuant to PAGA, that were alleged or
27 reasonably could be brought based on the factual allegations set forth in the LWDA letter,
28 Complaint and/or First Amended Complaint, namely Cambly's alleged misclassification of the

1 Settlement Class as independent contractors. The claims released pursuant to this paragraph
2 specifically include, without limitations, a release of claims under the Private Attorneys General
3 Act, Cal. Lab. Code, § 2698, *et seq.*, related to violations of Cal. Labor Code, §§ 2802, 226.7,
4 226.8, 1197, 1194, 1198, 510, 554, 512, 432.5, 1182.12, 1194.2, 1197.1, 1199, 226(a), 226.3, 551,
5 552, 221-224, 225.5, 227, 201-203, 204, 210, 227.3, San Francisco Minimum Wage Ordinance,
6 Los Angeles Citywide Minimum Wage Ordinance, Los Angeles County Minimum Wage
7 Ordinance, IWC Wage Order No. 9-2001, in connection with claims related to independent
8 contractor misclassification; as well as any other claims that Plaintiff may pursue under PAGA
9 based on violations of the California Labor Code or any applicable California Industrial Welfare
10 Commission Wage Orders; and all of their implementing regulations and interpretive guidelines,
11 as well as any other similar state, local, or common law claims that relate to independent contractor
12 misclassification, if any.

13 14. As of the Final Approval Date, the State of California and all PAGA Members shall
14 be deemed to have fully, finally, and forever waived, released, relinquished, and discharged each
15 and all of the Released Parties from all the PAGA Members' Released Claims within the PAGA
16 Period

17 15. Upon completion of administration of the Settlement, the parties shall file a
18 declaration stating forth that claims have been paid and that the terms of the settlement have been
19 completed.

20 16. This "Judgment" is intended to be a final disposition of the above captioned action
21 in its entirety, and is intended to be immediately appealable.

22 17. This Court shall retain jurisdiction with respect to all matters related to the
23 administration and consummation of the settlement, and any and all claims, asserted in, arising out
24 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to
25 the settlement and the determination of all controversies relating thereto.

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18. Plaintiff shall cause a copy of this Judgment to be emailed to Class Members.

IT IS SO ORDERED.

Dated: 5/22/26



A handwritten signature in cursive script, appearing to read "L. Damrell".

JUDGE OF THE SUPERIOR COURT
HON. LAURI A. DAMRELL