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

JOHN WALDREP,

Plaintiff,

v.

CAMBLY INC.,

Defendant.

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

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF REVISED
CLASS ACTION SETTLEMENT**

1 Plaintiff Jon Waldrep (“Plaintiff”) has filed a Motion for Preliminary Approval of a revised
2 class action settlement reached with Defendant Cambly Inc. (“Cambly” or “Defendant”). The
3 Court has carefully considered the Revised Settlement Agreement together with all exhibits thereto,
4 all the filings related to the Settlement, the arguments of counsel, and the record in this case. The
5 Court hereby gives its preliminary approval of the Settlement; finds that the Settlement and Revised
6 Settlement Agreement are sufficiently fair, reasonable and adequate to allow dissemination of
7 Notice of Class Action Settlement to the Settlement Class and to hold a Fairness Hearing; orders
8 the Class Notice be sent to the Settlement Class in accordance with the Settlement Agreement and
9 this Order; and schedules a Fairness Hearing to determine whether the proposed Settlement
10 Agreement is fair, adequate and reasonable.

11 **IT IS HEREBY ORDERED THAT:**

12 1. As used in this Order, the term “Settlement Agreement” refers to the Revised PAGA
13 and Class Action Settlement Agreement and Release filed with the Plaintiff’s Motion for
14 Preliminary Approval on DATE. The Settlement Agreement is hereby incorporated by reference
15 in this Order, and all terms or phrases used in this Order shall have the same meaning as in the
16 Settlement Agreement.

17 2. The Court finds that the terms of the Settlement Agreement preliminarily appear to
18 be fair, reasonable, and adequate, and within the range of possible approval and sufficient to warrant
19 providing notice to the Settlement Class, when balanced against the probable outcome of further
20 litigation, given the risks relating to liability and damages. It further appears that investigation and
21 research has been conducted such that counsel for the Parties are reasonably able to evaluate their
22 respective positions. It further appears to the Court that the Settlement will avoid substantial
23 additional costs by all Parties, as well as the delay and risks that would be presented by the further
24 prosecution of the Action, and that it will provide substantial benefits to Class Members going
25 forward. It appears that the Settlement has been reached as a result of intensive, arm’s-length
26 negotiations utilizing an experienced third-party neutral mediator.

1 3. The Court certifies, for settlement purposes only, the following Settlement Class: all
2 current and former individuals who provided services in connection with Cambly's platform in the
3 State of California at any time during the period November 9, 2020 to May 26, 2022.

4 4. The Court appoints as class representative, for settlement purposes only, Jon
5 Waldrep. The Court finds, for settlement purposes only, that this Named Plaintiff will adequately
6 represent the Settlement Class.

7 5. For settlement purposes only, the Court designates as Class Counsel the law firm of
8 Lichten & Liss-Riordan, P.C. The Court preliminarily finds that, based on the work Class Counsel
9 have done identifying, investigating, and prosecuting the claims in this action; Class Counsel's
10 experience in handling class actions and claims of this type asserted in this Action; Class Counsel's
11 knowledge of the applicable law; and the resources Class Counsel have and will commit to
12 representing the Settlement Class, that Class Counsel have represented and will represent the
13 interests of the Settlement Class fairly and adequately.

14 6. Simpluris shall administer the Settlement Fund in accordance with the terms and
15 conditions of this Order and the Settlement Agreement.

16 7. The Court hereby conditionally certifies the proposed Settlement Class and
17 conditionally finds that, solely for the purposes of approving this Settlement Agreement and for no
18 other purpose and with no other effect on this litigation, the proposed Settlement Class meets the
19 requirement for certification under section 382 of the California Code of Civil Procedure including
20 that: (a) the proposed Settlement Class is ascertainable and so numerous that joinder of all members
21 is impracticable; (b) there are predominant questions of law or fact common to the Settlement Class,
22 and there is a well-defined community of interest amongst the Settlement Class with respect to the
23 subject matter of the litigation; (c) the claims of the Named Plaintiff are typical of the claims of the
24 members of the Settlement Class; (d) the Named Plaintiff will fairly and adequately protect the
25 interests of the members of the Settlement Class; (e) a class action is superior to other available
26 methods for an efficient method of adjudication of this controversy through settlement; and (f)

1 Class Counsel is qualified to act as counsel for the Named Plaintiff in his individual and
2 representative capacities.

3 8. The Court hereby approves, as to form and content, the Notice of Class Action
4 Settlement attached as Exhibit 1 to the Settlement Agreement. The Court finds that the distribution
5 of the Notice of Class Action Settlement in accordance with the Settlement Agreement meets the
6 requirements of due process and are the best notice practicable under the circumstances and shall
7 constitute due and sufficient notice to all persons entitled thereto.

8 9. The Court approves the procedures set forth in the Settlement Agreement and the
9 Notice of Settlement of Class Action for exclusions from and objections to the Settlement.

10 10. Any Settlement Class Member who wishes to opt out from the Settlement
11 Agreement must do so within sixty (60) days of the Notice Date and in accordance with the terms
12 of the Agreement.

13 11. Any Settlement Class Member who wishes to object to the Settlement Agreement
14 may submit a written objection to the Settlement Administrator within sixty (60) days of the Notice
15 Date and in accordance with the terms of the Settlement Agreement.

16 12. Reasonable attempts will be made to update the address and/or email address of any
17 Class Member whose notice is returned as undeliverable as set forth in the Settlement Agreement.

18 13. Plaintiff shall file a Motion for Attorney's Fees, Costs, & Service Awards no later
19 than thirty (30) days before the expiration of the time to opt out or object to the Settlement and a
20 copy of said Motion shall be posted on the settlement website.

21 14. The Court directs that a hearing be scheduled for , 2026, at 9:00 a.m. (the
22 "Fairness Hearing") to assist the Court in determining whether the Settlement is fair, reasonable
23 and adequate; whether Final Judgment should be entered in this Action; whether Class Counsel's
24 application for fees and expenses should be approved; and whether Class Counsel's request for
25 enhancement payments to the Named Plaintiff should be approved. Plaintiff shall file a Motion for
26 Final Approval of Class Action Settlement no later than ten (10) court days before the hearing.

1 15. The Court hereby preliminarily approves the plan of allocation of the Settlement
2 Fund as described in the Settlement.

3 16. Neither the Settlement, nor any exhibit, document or instrument delivered
4 thereunder shall be construed as or deemed to be evidence of an admission or concession by Cambly
5 of an interpretation of, any liability or wrongdoing by Cambly, or of the truth of any allegations
6 asserted by Plaintiff, Settlement Class Members, or any other person.

7 17. If the Settlement is not finally approved, or the Effective Date (as defined in the
8 Settlement Agreement) does not occur, or the Settlement Agreement is terminated under its terms,
9 or the Settlement Agreement is overturned or modified by the Court or on appeal, then: (a) the
10 Settlement Agreement shall be without force and effect upon the rights of the Parties hereto, and
11 none of its terms shall be effective or enforceable; (b) the Parties shall be deemed to have reverted
12 *nunc pro tunc* to their respective status as of the day immediately before the Parties entered into the
13 Settlement Agreement, with the Parties to meet and confer regarding any discovery or case
14 management deadlines that were pending at the time the Parties stayed litigation, arbitration, or
15 other proceedings; (c) Cambly shall be refunded any amounts paid pursuant to this Settlement
16 Agreement but not yet spent or disbursed; (d) all Orders entered in connection with the Settlement
17 Agreement, including the certification of the Settlement Class, shall be vacated without prejudice
18 to any Party's position on the issue of class certification, or any other issue, in this Action or any
19 other action, and the Parties shall be restored to their litigation positions existing on the date of
20 execution of Settlement Agreement; and (e) the Parties shall proceed in all respects as if the
21 Settlement Agreement and related documentation and orders had not been executed, and without
22 prejudice in any way from the negotiation or fact of the Settlement or the terms of the Settlement
23 Agreement. In such an event, this Court's orders regarding the Settlement, including this
24 Preliminary Approval Order, shall not be used or referred to in litigation, arbitration, or other
25 proceedings for any purpose. Nothing in the foregoing paragraph is intended to alter the terms of
26 the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not
27 approved.

18. The Court directs that the following deadlines are established by this Preliminary Approval Order:

- a. Notice to be Provided to Class Members: within fifteen (15) days of this Preliminary Approval Order.
- b. Opt-Out Deadline: sixty (60) days after the Notice Date.
- c. Written Objection Deadline: sixty (60) days after the Notice Date. Class Members may also appear and object at the Fairness Hearing without having submitted a written objection.
- d. Fairness Hearing: [REDACTED], 2026, at 9:00 a.m.

IT IS SO ORDERED.

Date: _____

SUPERIOR COURT JUDGE