

SHANNON LISS-RIORDAN, SBN 310719
LICHTEN & LISS-RIORDAN, P.C.
729 Boylston Street, Suite 2000
Boston, MA 02116
Telephone: 617.994.5800
Fax No.: 617.994.5801

Attorneys for Plaintiff Jon Waldrep

JAIME B. LAURENT, SBN 261926
LITTLER MENDELSON, P.C.
2049 Century Park East, 5th Floor
Los Angeles, CA 90067
Telephone: 310.553.0308
Fax: 310.553.5583

SUSAN T. YE, Bar No. 281497
LITTLER MENDELSON, P.C.
50 West San Fernando Street, 7th Floor
San Jose, CA 95113
Telephone: 408.998.4150
Fax: 408.288.5686
Attorneys for Defendant
Cambly Inc.

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

JON WALDREP,

Plaintiff,

v.

CAMBLY INC.,

Defendant.

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

**REVISED PAGA AND CLASS ACTION
SETTLEMENT AGREEMENT**

This Revised PAGA and Class Action Settlement Agreement and Release, including Exhibits 1 and 2 hereto (“Settlement Agreement” or “Agreement”), is made and entered into by, between Plaintiff Jon Waldrep (“Plaintiff”) on behalf of himself and the Settlement Class and the State of California as defined below, on the one hand, and Defendant Cambly Inc. (“Cambly”) 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 Cambly in the above-captioned case, including as amended pursuant to this

1 Agreement (the “Action”), and all claims based on or reasonably related thereto. This Agreement is
2 intended to fully and finally compromise, resolve, discharge, and settle the Settlement Class Members’
3 Released Claims, as defined and on the terms set forth below, and to the full extent reflected herein,
4 subject to the approval of the Court.

5 **I. RECITALS**

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

7 1.1 WHEREAS, on January 24, 2022, Jon Waldrep filed a Private Attorneys General Act,
8 California Labor Code, § 2698, *et seq.* (“PAGA”) representative action complaint in Sacramento
9 County Superior Court (Case No. 34-2022-003 14360-CU-OE-GDS), asserting various Labor Code
10 violations against Cambly arising from its alleged misclassification of English tutors in California as
11 independent contractors, on behalf of the State of California Labor and Workforce Development
12 Agency (“LWDA”);

13 1.2 WHEREAS, following the U.S. Supreme Court’s decision in *Viking River Cruises, Inc.*
14 *v. Moriana*, 142 S. Ct. 1906, 213 L. Ed. 2d 179, *reh’g denied*, 143 S. Ct. 60 (2022) and the California
15 Supreme Court’s decision to hear *Adolph v. Uber Technologies, Inc.*, Case No. S274671 (Cal. July 20,
16 2022) (granting review), the Parties jointly agreed that Plaintiff would submit his individual PAGA
17 claim to arbitration before the American Arbitration Association (“AAA”) and would stay the
18 representative portion of his PAGA claim pending in the Sacramento County Superior Court;

19 1.3 WHEREAS, Arbitrator Helen Blohm was appointed to oversee Plaintiff Waldrep’s
20 arbitration and the Parties began the discovery process before agreeing to mediate in fall 2023;

21 1.4 WHEREAS, Plaintiff alleges generally that Cambly improperly classified him and all
22 putative Settlement Class Members as independent contractors rather than employees, and asserts
23 derivative claims related thereto;

24 1.5 WHEREAS, Cambly denies the allegations in the Action; maintains each and any tutor’s
25 claims must be individually arbitrated pursuant to the arbitration provision within Cambly’s Terms of
26 Service Agreement; denies that it has engaged in any wrongdoing; denies that any Settlement Class
27 Member was ever an employee of Cambly; denies that Plaintiff’s allegations state valid claims; denies
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1 that a litigation class could properly be certified in the Action; denies that Plaintiff's claims could
2 properly be maintained as a representative action; and states that it is entering into this Settlement
3 Agreement solely to eliminate the burden, expense, and delay of further litigation;

4 1.6 WHEREAS, a bona fide dispute exists as to whether any amount of wages,
5 reimbursements, penalties, or any other measure of damages available under the California Labor
6 Code are due from Defendant to any putative Settlement Class Member or to the LWDA;

7 1.7 WHEREAS, in preparation for mediation, the Parties engaged in formal discovery as part
8 of the AAA arbitration and also engaged in informal discovery in the form of exchanging information
9 and reviewing and analyzing extensive data made available by Cambly, which enabled Plaintiff and
10 the mediator to thoroughly evaluate Plaintiff's claims and the claims of the putative class, and the
11 likely outcomes, risks, and expense of pursuing litigation;

12 1.8 WHEREAS, the Parties attended a remote mediation session via Zoom on December 14,
13 2023, with professional mediator Hon. Kevin Murphy (Ret.);

14 1.9 WHEREAS, as a result of the mediation, Plaintiff's Counsel believe that the Settlement
15 provides a favorable recovery for the Settlement Class, based on the claims asserted, the evidence
16 developed, and the damages that might be proven against Cambly in the Action. Plaintiff's Counsel
17 further recognizes and acknowledges the expense and length of continued proceedings necessary to
18 prosecute the action against Cambly through trial and appeals. Counsel has also considered the
19 uncertain outcome and the risk of any litigation, as well as the difficulties and delays inherent in any
20 such litigation;

21 1.10 WHEREAS, as part of the Settlement, the Parties stipulated to Plaintiff filing a First
22 Amended Complaint in the Superior Court for settlement purposes only, adding class-wide allegations.
23 The Parties agree that Cambly is not required to file an answer or any other responsive pleading to the
24 operative First Amended Complaint, and that Plaintiff will not take a default against Cambly, since
25 the Parties are actively participating in settlement administration.

26 1.11 WHEREAS, for settlement purposes only, Cambly will stipulate to the certification of
27 class claims that are subject to the certification requirements of California Code of Civil Procedure
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1 section 382. Cambly disputes that certification is proper for the purposes of litigating the class claims
2 proposed or in flowing from the claims asserting in this Action. Cambly expressly reserves the right
3 to oppose certification of any purported class should the Settlement fail to become final and effective;

4 1.12 WHEREAS, the Parties desire to compromise and settle all issues and claims that have
5 been, could have been, or should have been brought against Cambly or related persons in this Action,
6 including but not limited to, those claims alleged in the Complaint or First Amended Complaint;

7 1.13 WHEREAS, on June 11, 2024 Plaintiff filed a Motion for Preliminary Approval of Class
8 Action Settlement, seeking Court approval a proposed PAGA and Class Action Settlement Agreement.

9 1.14 WHEREAS, on August 15, 2024, the Court issued a Tentative Ruling on Plaintiff's
10 Motion for Preliminary Approval of Class Action Settlement, directing the Parties to revise their
11 proposed PAGA and Class Action Settlement Agreement.

12 1.15 WHEREAS, on March 3, 2025, Plaintiff filed a First Amended Complaint adding class-
13 wide Labor Code claims.

14 1.16 NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND
15 AGREED, by the Plaintiff for himself and on behalf of the Settlement Class, and by Cambly that,
16 subject to the approval of the Court, this Action shall be settled, compromised, and judgment shall be
17 entered with prejudice, and the Settlement Class Members' Released Claims shall be finally and fully
18 compromised and settled as to the Released Parties, in the manner and upon the terms and conditions
19 hereafter set forth in this revised agreement.

20 **II. DEFINITIONS**

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

23 2.1 "Settlement Class" means all approximately 227 current and former individuals who
24 provided services in connection with Cambly's platform in the State of California at any time from
25 November 9, 2020 to May 26, 2022;

26 2.2 "Class Counsel" means Lichten & Liss-Riordan, P.C.
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2.3 “Class Counsel Award” means (i) the attorneys’ fees and costs for Class Counsel’s litigation and resolution of the action, as awarded by the court, which may not exceed one-third of \$393,000.

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 November 9, 2020 to May 26, 2022.

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

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

1 2.11 “Final Approval Hearing” means the hearing at or after which the Court will make a final
2 decision as to whether the Settlement is fair, reasonable, and adequate, and therefore, finally approved
3 by the Court.

4 2.12 “Judgment” means the judgment to be entered in the Action on Final Approval of this
5 Settlement.

6 2.13 “Legally Authorized Representatives” means an administrator/administratrix, personal
7 representative, or executor/executrix of a deceased Settlement Class Member’s estate; a guardian,
8 conservator, or next friend of an incapacitated Settlement Class Member; or any other legally
9 appointed person responsible for handling the business affairs of a Settlement Class Member.

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

17 2.15 "Notice Date" means the date of the initial distribution of the Class Notice to Settlement
18 Class Members by electronic mail, as set forth in Section VI.

19 2.16 "Opt Out List" means the Court-approved list of all persons who timely and properly
20 request exclusion from the Settlement Class.

21 2.17 "Plaintiff" means Jon Waldrep.

22 2.18 "PAGA Claims" means the Plaintiff's representative claims seeking penalties pursuant
23 to PAGA, as alleged in the LWDA letter, Complaint, First Amended Complaint and/or based on any
24 other provision of the Labor Code, Wage Orders or any other statute or regulation (whether identified
25 in the Complaint or not) to the fullest extent permitted by law.
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1 2.19 “PAGA Members” means all current and former individuals who provided services in
2 connection with Cambly’s platform in the State of California at any time during the PAGA Period.
3 PAGA Members cannot opt out of the Settlement.

4 2.20 “PAGA Members’ Released Claims” means any and all claims, actions, demands, causes
5 of action, suits, debts, obligations, damages, penalties, rights or liabilities, pursuant to any theory of
6 recovery against Cambly arising within the PAGA Period, for any type of relief that can be released
7 as a matter of law, including, without limitation, claims for civil penalties attorneys’ fees, litigation
8 costs(with the exception of any claims which cannot be released as a matter of law), that could be
9 brought based on the PAGA allegations in the Action, including but not limited to any claims or factual
10 allegations set forth in the LWDA letter, Complaint and/or First Amended Complaint, namely
11 Cambly’s alleged misclassification of the Settlement Class as independent contractors. The claims
12 released pursuant to this paragraph specifically include, without limitations, a release of claims under
13 the Private Attorneys General Act, Cal. Lab. Code, § 2698, *et seq.*, related to violations of Cal. Labor
14 Code, §§ 2802, 226.7, 226.8, 1197, 1194, 1198, 510, 554, 512, 432.5, 1182.12, 1194.2, 1197.1, 1199,
15 226(a), 226.3, 551, 552, 221-224, 225.5, 227, 201-203, 204, 210, 227.3, San Francisco Minimum
16 Wage Ordinance, Los Angeles Citywide Minimum Wage Ordinance, Los Angeles County Minimum
17 Wage Ordinance, IWC Wage Order No. 9-2001, in connection with claims related to independent
18 contractor misclassification; as well as any other claims that Plaintiff may pursue under PAGA based
19 on violations of the California Labor Code or any applicable California Industrial Welfare
20 Commission Wage Orders; and all of their implementing regulations and interpretive guidelines, as
21 well as any other similar state, local, or common law claims that relate to independent contractor
22 misclassification, if any. The release does not include claims that, as a matter of law, cannot be
23 released and does not include claims for retaliation, discrimination, wrongful termination, and
24 individual claims filed with the appropriate agency for the recovery of workers’ compensation
25 benefits.

2.21 “PAGA Payment” means a total payment of \$30,000 to settle all PAGA Claims for the PAGA Period. From this amount, 75% will be paid to the LWDA for civil penalties pursuant to PAGA, and 25% will be distributed pro rata to PAGA Members based on their Total Classroom Minutes.

2.22 “PAGA Payment Fund” means the funds paid to the LWDA and the PAGA Members for civil penalties pursuant to PAGA.

2.23 “PAGA Period” means the period from November 9, 2020 to May 26, 2022.

2.24 “Plan of Allocation” means the plan for allocating the Settlement Payment Fund between and among Settlement Class Members and the PAGA Payment Fund to the PAGA Members, as approved by the Court.

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

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

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

2.28 “Reserve Fund” means five percent (5%) of the Total Settlement Amount or \$19,650, which shall be set aside to pay any unexpected or unplanned amounts, including late or disputed claims. The Reserve Fund will be held until sixty (60) days after all disputes have been resolved, all claims have been paid electronically or by check and any issued checks have been cashed or expired.

1 Any unused portion of the reserve fund will be paid out in a second distribution to settlement class
2 members who submitted a claim and received their first distribution of electronic settlement funds
3 and/or cashed their first settlement check alongside any other residual funds from undeliverable
4 electronic funds and uncashed checks in accordance with Paragraphs 5.4 and 10.6.

5 2.29 “Settlement Class Members’ Released Claims” means any and all claims, actions,
6 demands, causes of action, suits, debts, obligations, damages, penalties, rights or liabilities, pursuant
7 to any theory of recovery against Cambly arising within the Class Period, for any type of relief that
8 can be released as a matter of law, including, without limitation, claims for wages, damages, unpaid
9 costs, penalties (including civil and waiting time penalties), liquidated damages, punitive damages,
10 interest, attorneys’ fees, litigation costs, restitution, or equitable relief (with the exception of any
11 claims which cannot be released as a matter of law), that could be brought based on the allegations in
12 the Action, including but not limited to any claims or factual allegations set forth in the LWDA letter,
13 Complaint and/or First Amended Complaint, namely Cambly’s alleged misclassification of the
14 Settlement Class as independent contractors. The claims released pursuant to this paragraph
15 specifically include, without limitations, a release of claims under Cal. Labor Code, §§ 2802, 226.7,
16 226.8, 1197, 1194, 1198, 510, 554, 512, 432.5, 1182.12, 1194.2, 1197.1, 1199, 226(a), 226.3, 551,
17 552, 221-224, 225.5, 227, 201-203, 204, 210, 227.3 San Francisco Minimum Wage Ordinance, Los
18 Angeles Citywide Minimum Wage Ordinance, Los Angeles County Minimum Wage Ordinance, IWC
19 Wage Order No. 9-2001, the Private Attorneys General Act, Cal. Lab. Code, § 2698, *et seq.*, in
20 connection with claims related to independent contractor misclassification; as well as any other claims
21 under the California Labor Code or any applicable California Industrial Welfare Commission Wage
22 Orders; and all of their implementing regulations and interpretive guidelines, as well as any other
23 similar state, local, or common law claims that relate to independent contractor misclassification. The
24 release does not include claims that, as a matter of law, cannot be released and does not include claims
25 for retaliation, discrimination, wrongful termination, and individual claims filed with the appropriate
26 agency for the recovery of workers’ compensation benefits.

1 2.30 “Settlement Payment” means the amount payable to each Settlement Class Member who
2 does not opt out. The Settlement Payment shall be calculated pursuant to Section V herein.

3 2.31 “Settlement Payment Fund” means the funds paid to Settlement Class Members, as well
4 as the Class Counsel Award, Named Plaintiff’s Service Award, and Settlement Administrator
5 Expenses.

6 2.32 “Settlement” means the settlement of the Action between and among Plaintiff and
7 Cambly, as set forth in this Settlement Agreement.

8 2.33 “Settlement Administrator” means Simpluris, the neutral, third-party settlement
9 administrator to be appointed by the Court.

10 2.34 “Settlement Administrator Expenses” means the amount to be paid to the Settlement
11 Administrator from the Settlement Payment Fund, including the total costs, expenses, and fees of the
12 Settlement Administrator. The amount may not exceed \$14,000.

13 2.35 “Settlement Class Member” means any member of the Settlement Class.

14 2.36 “Service Award” means the amount approved by the Court to be paid to the Plaintiff Jon
15 Waldrep, in addition to his individual Settlement Payment, in recognition of his efforts in coming
16 forward as the PAGA Representative and name plaintiff. The Service Award amount payable to
17 Plaintiff is not to exceed \$10,000.

18 2.37 “Total Settlement Amount” means Three Hundred Ninety Three Thousand Dollars
19 (\$393,000.00) for payment of all claims, which is the maximum amount that Cambly is obligated to
20 pay under this Settlement Agreement under any circumstances in order to resolve and settle the Action,
21 subject to Court approval. The Total Settlement Amount shall be inclusive of all costs and fees,
22 including, but not limited to, Class Counsel Award, applicable Settlement Administrator Expenses,
23 escrow costs and expenses, Service Awards, PAGA Payment, and interest. The Total Settlement
24 Amount is a material term to this Settlement Agreement and Defendant may revoke the Agreement if
25 the Court insists on a change that increases the obligation of the Defendant to pay an amount in excess
26 of the Total Settlement Amount. Changes requested by the Court to the allocation of funds between
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1 PAGA and the remaining class claims, or changes in the amount of attorneys' fees and costs or
2 enhancement award to Plaintiff, will not form the basis for any party to revoke this Agreement.

3 2.38 "Total Classroom Minutes" means the total number of minutes a Settlement Class
4 Member provided services during the Settlement Class Period in connection with Cambly's platform,
5 as determined by Cambly.

6 2.39 "Void Date" means the date by which any funds which remain electronically
7 undeliverable or any checks issued to Settlement Class Members shall become void, *i.e.* on the 181st
8 day after the first attempted electronic delivery or, if a check, after mailing.

9 **III. SUBMISSION OF THE SETTLEMENT AGREEMENT TO THE COURT FOR**
10 **PRELIMINARY AND FINAL APPROVAL**

11 3.1 Upon execution of this Settlement Agreement, Plaintiff shall submit to the Court a motion
12 for preliminary approval of the Settlement. Class Counsel shall provide a draft motion for Defendant's
13 counsel review with reasonable time in advance of the filing. The Parties will also submit a preliminary
14 approval order (**Exhibit 2** hereto) containing a plan for the sending of the Class Notice to Settlement
15 Class Members within fifteen (15) days after the Preliminary Approval Date (the Notice Date), and
16 establishing a period of sixty (60) days from the Notice Date within which any Settlement Class
17 Member may (i) request exclusion from the Settlement Class, (ii) submit written objections to the
18 proposed Settlement, and/or (iii) submit written objections to Class Counsel's request for the Class
19 Counsel Award and for Service Award to the Plaintiff (the Exclusion/Written Objection Deadline).

20 3.2 The Parties stipulate to certification under California Code of Civil Procedure Section
21 382, for settlement purposes only, of the Settlement Class. The Parties agree that this stipulation shall
22 not be admissible in, and may not be used by any person for any purpose whatsoever in any legal
23 proceeding, including but not limited to any arbitrations and/or any civil and/or administrative
24 proceedings, other than a proceeding to enforce the terms of the Agreement.

25 3.3 Class Counsel agrees to keep any and all data related to the Settlement Class's use of the
26 Cambly platform in the strictest confidence and shall not disclose that data.

1 3.4 Class Counsel and Plaintiff agree to use their best efforts, in cooperation with defense
2 counsel, to keep this Action stayed pending Final Approval of the Settlement, and upon Final Approval
3 of the Settlement, Class Counsel and Plaintiff agree to dismiss this Actions with prejudice.

4 3.5 The Parties stipulate to the form of, and agree to submit to the Court for its consideration
5 this Settlement Agreement, and the following Exhibits to this Settlement Agreement: [Proposed]
6 Preliminary Approval Order (Exhibit 2); and Class Notice (Exhibit 1).

7 3.6 Within 10 days of the Preliminary Approval Date, Class Counsel will notify the LWDA
8 of the Preliminary Approval Order.

9 3.7 At the Final Approval Hearing, Plaintiff shall request entry of a Final Approval Order
10 and a Judgment, to be agreed upon by the Parties, the entry of which is a material condition of this
11 Settlement and that, among other things:

12 3.7.1 Finally approves the Settlement as fair, reasonable, and adequate and directs its
13 consummation pursuant to the terms of the Settlement Agreement;

14 3.7.2 Finds that Class Counsel and Plaintiff adequately represented the Settlement
15 Class for the purpose of entering into and implementing the Agreement;

16 3.7.3 Re-confirms the appointment of the Settlement Administrator and finds that the
17 Settlement Administrator has fulfilled its duties under the Settlement to date;

18 3.7.4 Finds that the Class Notice (i) constituted the best practicable notice; (ii)
19 constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class
20 Members of the pendency of the Action, and their right to exclude themselves from or object to the
21 proposed settlement and/or to appear at the Final Approval Hearing; (iii) was reasonable and
22 constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met
23 all applicable requirements of California Rules of Court 3.766(d) and 3.769(f), due process, and any
24 other applicable rules or law;

25 3.7.5 Approves the Opt-Out List and determines that the Opt-Out List is a complete
26 list of all Settlement Class Members who have timely and properly requested exclusion from the
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1 Settlement Class and, accordingly, shall neither share in nor be bound by the Final Approval order and
2 Judgment;

3 3.7.6 Directs that the Final Approval order and Judgment shall be final and entered
4 forthwith;

5 3.7.7 Without affecting the finality of the Final Approval order and Judgment, directs
6 that the Sacramento County Superior Court retains continuing jurisdiction over the Plaintiff, the
7 Settlement Class, and Cambly as to all matters concerning the administration, consummation, and
8 enforcement of this Settlement Agreement;

9 3.7.8 Adjudges that, as of the Final Approval Date, Plaintiff, and all Settlement Class
10 Members who have not been excluded from the Settlement Class as provided in the Opt-Out List
11 approved by the Court, and their heirs, estates, trustees, executors, administrators, principals,
12 beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through them
13 or acting or purporting to act for them or on their behalf, regardless of whether they have received
14 actual notice of the proposed Settlement, have conclusively compromised, settled, discharged, and
15 released the Settlement Class Members' Released Claims against Cambly and are bound by the
16 provisions of this Agreement;

17 3.7.9 Affirms that, notwithstanding the submission of a timely and proper request for
18 exclusion, Settlement Class Members will still be bound by the Settlement and release of the PAGA
19 Claims as requests for exclusion do not apply to the PAGA Claims, and further affirms that the
20 LWDA's claims for civil penalties pursuant to PAGA are also extinguished through May 26, 2022,
21 the date Cambly stopped contracting with California tutors;

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 or limit in any way the releases provided herein.

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
9 Service Award, is within the sound discretion of the Court and is not a material term of this Settlement.

10 3.10 Within 10 days after entry of Judgment, Class Counsel will provide a copy of the
11 Judgment to the LWDA.

12 **IV. SETTLEMENT CONSIDERATION**

13 4.1 The total monetary component of the Settlement from Cambly is the Total Settlement
14 Amount (\$393,000). This number includes, without limitation, all monetary benefits and payments to
15 the Settlement Class, Service Award, Class Counsel Award, Settlement Administrator Expenses and
16 the PAGA Payment, and all claims for interest, fees, and costs. It does not include the employer's
17 portion of taxes for wage payments, which Cambly shall pay separately. Aside from the employer's
18 portion of taxes for wage payments, under no circumstances shall Cambly be required to pay anything
19 more than the Total Settlement Amount or make any payments under this Settlement before the
20 deadlines set forth in this Agreement.

21 4.2 The Plaintiff and all Settlement Class Members who receive a settlement payment from
22 the Total Settlement Amount expressly acknowledge that ten percent (10%) of the payment shall be
23 wages, for which an IRS Form W2 will be issued, and ninety percent (90%) of the payments shall be
24 non-wages for which an IRS Form 1099 will be issued, if required. Subject to Court approval, any
25 Service Award paid to Plaintiff shall be non-wages for which an IRS Form 1099 will be issued, if
26 required.

27 4.3 The terms of this Agreement relating to the Service Award and Class Counsel Award
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1 were not negotiated by the Parties before full agreement was reached as to all other material terms of
2 the proposed Settlement, including, but not limited to, any terms relating to the relief to the Settlement
3 Class. Cambly agrees not to oppose a request for a Service Award for Plaintiff, as awarded by the
4 Court, up to a maximum of Ten Thousand Dollars (\$10,000). Plaintiff and Class Counsel agree not
5 to seek a Service Award in excess of the above amount.

6 4.4 Class Counsel agrees not to seek an award of attorneys' fees from the Court in excess of
7 \$131,000 (or one third (1/3) of \$393,000). Cambly agrees not to oppose a request for attorneys' fees
8 up to one third (1/3) of the Total Settlement Amount. Any amount awarded as the Class Counsel
9 Award shall be inclusive of any and all amounts due to all Plaintiffs' Counsel. Cambly and Settlement
10 Class Members shall have no obligation regarding or liability for allocation or payment of any Class
11 Counsel Award to Plaintiffs' Counsel. Any portion of the amounts requested for fees, costs, or the
12 Service Award not approved by the Court shall revert to the Settlement Payment Fund.

13 4.5 If no timely objection to the Settlement is made, the payment of the Class Counsel Award,
14 the Service Award, the Settlement Administrator Expenses, the Settlement Payments and the PAGA
15 Payment shall be made by the Settlement Administrator within seven (7) business days after Cambly
16 funds the Settlement.

17 4.6 The Settlement Administrator shall pay the Class Counsel Award by check, payable to
18 "Lichten & Liss-Riordan, P.C." Class Counsel shall provide the Settlement Administrator notice of
19 receipt of the Class Counsel Award.

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

21 5.1 Within thirty (30) days of the Effective Date, Cambly shall fund the Settlement by
22 providing the Total Settlement Amount (\$393,000) to the Settlement Administrator. The Settlement
23 Administrator shall thereafter distribute the funds in the manner and at the times set forth in this
24 Agreement.

25 5.2 To receive a payment from the Settlement, a Settlement Class Member must not have
26 submitted a request for exclusion from the Settlement.

1 5.3 The amount of each Settlement Class Member's Settlement Payment will be calculated
2 in proportion to their Total Classroom Minutes, as defined herein. Cambly shall provide its best
3 estimate of each Settlement Class Member's Total Classroom Minutes. Utilizing this information, the
4 Administrator will calculate settlement shares in proportion to Total Classroom Minutes, except that
5 no Settlement Class Member shall receive less than \$25, and any shares under \$25 will be rounded up
6 to this minimum share amount. Furthermore, any Settlement Class Member who is also a PAGA
7 Member will receive a pro rata share of the PAGA Members' portion of PAGA Payment (\$7,500 or
8 25% of the PAGA Payment) based on his or her Total Classroom Minutes.

9 5.4 Following distribution of the Settlement Payments to Settlement Class Members, all
10 funds not claimed prior to the Void Date (*i.e.*, all funds which are electronically undeliverable,
11 uncashed checks, or undeliverable) shall be redistributed to the Settlement Class Members who
12 received and cashed their first Settlement Payments and whose residual share would be more than
13 \$50.00. These unclaimed funds shall be redistributed pursuant to the same formula described in
14 Paragraphs 5.3.

15 5.5 As described in Section VI, each Settlement Class Member will have the opportunity,
16 should he or she disagree with Cambly's calculation of his or her Total Classroom Minutes, to provide
17 documentation to establish the appropriate number. There will be a presumption that Cambly's
18 records are correct, absent evidence produced by a Settlement Class Member to the contrary.

19 5.6 The Settlement Administrator shall issue the Settlement Payments to each Settlement
20 Class Member – who does not opt out – and to each PAGA Member (who may not opt out of the
21 Settlement), by sending their settlement payment electronically to the PayPal account that Cambly has
22 on file, or by transmitting payment by another electronic means (e.g., Venmo) if the Settlement Class
23 Member elects for an alternative form of electronic payment after receiving the Class Notice. If any
24 settlement payment sent to any Settlement Class Member's PayPal account is returned to the
25 Settlement Administrator or otherwise rejected by PayPal, the Settlement Administrator shall make a
26 good-faith search of an appropriate database, and postal mailings shall be forwarded to any postal mail
27 address obtained through such a search. The Settlement Payments shall be reported by the Settlement
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1 Administrator to the applicable governmental authorities as ten percent (10%) for wages on IRS Form
2 W-2, and ninety percent (90%) as non-wages on IRS Form 1099. The Settlement Administrator shall
3 be responsible for issuing copies of IRS Form W-2 and IRS Form 1099 for the Plaintiff and Settlement
4 Class Members. The Settlement Administrator will apply “backup” withholding at the highest tax rate
5 for the wage portion of the Settlement Payments. At the time it distributes the settlement payments,
6 the Settlement Administrator will request that Class Members submit an IRS Form W-4 (and Form
7 W-9). If a Class Member does not submit a W-4, then the maximum amount will be withheld from
8 their Settlement Payment and subsequently remitted to the IRS in the Class Member’s name.

9 **VI. CLASS NOTICE PROCEDURES**

10 6.1 No more than fifteen (15) calendar days after entry of the Preliminary Approval Order,
11 Defendant shall provide the Settlement Administrator with the Class Information for purposes of
12 sending the Class Notice to Settlement Class Members. Class Information shall include names, last
13 known addresses, last known email address, last known phone numbers, Social Security Numbers (to
14 the extent all such information is available to Cambly), and the Total Classroom Minutes credited to
15 each Settlement Class Member.

16 6.2 The Class Notice will inform Settlement Class Members of their right to request
17 exclusion from the Settlement, of their right to object to the Settlement, and of their right to dispute
18 the information upon which their share of the Settlement will be calculated and the claims to be
19 released. The Class Notice shall also provide each potential Settlement Class Member with a best
20 estimate of his or her Total Classroom Minutes.

21 6.3 Within seven (7) days after receiving the Class Information from Defendant, the
22 Settlement Administrator shall send a copy of the Class Notice by electronic mail to each potential
23 Settlement Class Member.

24 6.4 If any Class Notice sent via electronic mail to any potential Settlement Class Member is
25 undeliverable, then no later than ten (10) days after the Notice Date, the Settlement Administrator shall
26 then send the Class Notice to the potential Settlement Class Member’s postal mailing address to the
27 extent such address is found by the Settlement Administrator pursuant to Section 6.5 below, via first-
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1 class mail and the deadline opt out of the settlement shall be extended by an additional ten (10) days
2 for any such individual. In the event that any mailed Class Notice is returned as undeliverable, no
3 further postal mailing shall be required. The Settlement Administrator shall maintain a log detailing
4 the instances Class Notices are returned as undeliverable (*i.e.*, by email and subsequently by mail).

5 6.5 To the extent that sending the Class Notice via postal mail is necessary under the terms
6 of Paragraph 6.4, before any mailing, the Settlement Administrator shall make a good-faith attempt to
7 obtain the most-current names and postal mail addresses for all potential Settlement Class Members
8 to receive such postal mail, as well as any other sources, with appropriate databases (*e.g.*, the National
9 Change of Address Database) and performing further reasonable searches (*e.g.*, through Lexis/Nexis)
10 for more-current names and/or postal mail addresses for Settlement Class Members. All Settlement
11 Class Members' names and postal mail addresses obtained through these sources shall be protected as
12 confidential and not used for purposes other than the notice and administration of this Settlement. The
13 Settlement Administrator shall exercise its best judgment to determine the current mailing address for
14 each Settlement Class Member. The address determined by the Settlement Administrator as the
15 current mailing address shall be presumed to be the best mailing address for each Settlement Class
16 Member.

17 6.6 As set forth in the Class Notice, Settlement Class Members will be asked to object or
18 request exclusion to the Settlement Administrator within sixty (60) days. However, any Settlement
19 Class Members who do object or request exclusion will nevertheless be bound by the release of the
20 Settlement Members' Released PAGA Claims, as outlined in Paragraph 7.7.

21 6.7 Thirty (30) days prior to the deadline to object or request exclusion, a reminder email
22 will be sent by the Administrator to all Settlement Class Members whose initial Class Notice email
23 was not undeliverable (and by mail to any Settlement Class Member whose initial Class Notice email
24 was undeliverable and for whom the Settlement Administrator traced and found a deliverable postal
25 address) and who has not yet submitted an objection or request for exclusion. Two additional emailed
26 reminders will be sent to any Settlement Class Members who have yet to submit a claim or an objection
27 or request for exclusion fourteen (14) days prior to the deadline and seven (7) days prior to the
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1 deadline.

2 6.8 The Parties agree that the procedures set forth in this Section constitute reasonable and
3 the best practicable notice under the circumstances and an appropriate and sufficient effort to locate
4 current addresses for Settlement Class Members such that no additional efforts to do so shall be
5 required. However, the Parties can agree in their discretion to take additional measures (such as
6 additional emailed or text message reminders or mailed postcards to class members) should they deem
7 it necessary based on a higher than expected returned or failed email or payment rate..

8 6.9 The Settlement Administrator will provide Class Notice by, at a minimum, (i) electronic
9 mail notice without material variation from the form attached as Exhibit 1; (ii) if necessary, in
10 accordance with Paragraph 6.4, first-class mail notice; and (iii) a content-neutral settlement website
11 managed by the Settlement Administrator, and approved by counsel for the Parties, which will contain
12 further information about the Settlement, including relevant pleadings. The Class Notice shall comply
13 with California Rules of Court 3.766(d), 3.769(f) and due process.

14 6.10 The Settlement Administrator shall prepare a declaration of due diligence and proof of
15 dissemination with regard to the mailing of the Class Notice, and any attempts by the Settlement
16 Administrator to locate Settlement Class Members, its receipt of valid requests for exclusion, and its
17 inability to deliver the Notice of Settlement to Settlement Class Members due to invalid addresses
18 (“Due Diligence Declaration”), and provide it to Class Counsel and counsel for Cambly for
19 presentation to the Court. Class Counsel shall be responsible for filing the Due Diligence Declaration
20 with the Court contemporaneous with the filing of the Motion for Final Approval of Class Action
21 Settlement.

22 6.11 If any individual whose name does not appear in the Class Information that Cambly
23 provides the Settlement Administrator (and who has not previously opted out of the Settlement Class),
24 believes that he or she is a Settlement Class Member, he or she shall have the opportunity to dispute
25 his or her exclusion from the Settlement Class. If an individual believes he or she is a Settlement Class
26 Member, he or she must notify the Settlement Administrator by mail or email within a reasonable
27 amount of time after the Notice Date. The Parties will meet and confer regarding any such individuals
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1 in an attempt to reach an agreement as to whether any such individual should be regarded as a
2 Settlement Class Member. If the Parties so agree, the Settlement Administrator will email and/or mail
3 a Class Notice to the individual, and treat the individual as a Settlement Class Member for all other
4 purposes. Such an individual will have all of the same rights as any other Settlement Class Member
5 under this Agreement. In the event that the disbursement of the Settlement Payments has begun (in
6 accordance with this Settlement Agreement) at the time that the Parties agree that such individual
7 should be regarded as a Settlement Class Member, and that if such individual does not exercise his or
8 her right to opt out of the Settlement, the Settlement Payment to such individual shall be disbursed
9 from funds remitted back to the Payment Fund (*i.e.*, from electronically undeliverable payments,
10 checks that are not cashed, or checks that are returned as undeliverable by the Void Date).

11 **VII. PROCEDURES FOR REQUESTS FOR EXCLUSION**

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

10 7.2 The Settlement Administrator shall promptly log each request for exclusion that it
11 receives and provide copies of the log and all such requests for exclusion to Class Counsel and counsel
12 for Cambly, on at least a weekly basis beginning approximately fourteen (14) days after the Class
13 Notices are mailed to Settlement Class Members, or as otherwise requested.

14 7.3 The Settlement Administrator shall prepare a list of all persons who timely and properly
15 requested exclusion from the Settlement Class (the Opt-Out List) and shall, before the Final Approval
16 Hearing, submit an affidavit to the Court attesting to the accuracy of the list.

17 7.4 All Settlement Class Members who are not included in the Opt-Out List approved by the
18 Court shall be bound by this Agreement, and judgment entered as to all their claims, which shall be
19 released as provided for herein, even if they never received actual notice of the Action or this proposed
20 Settlement and regardless of whether they received any distribution from the Settlement Payment
21 Fund.

22 7.5 The Settlement Administrator shall determine whether a request for exclusion was timely
23 and properly submitted and shall submit the Opt-Out List to the Court for its approval along with a list
24 of any defective or untimely requests for exclusion. The Court shall have the ultimate authority to
25 approve or disapprove of any requests for exclusion.

26 7.6 Plaintiff Jon Waldrep agrees not to request exclusion from the Settlement Class.
27 Settlement Class Members may object to or opt out of the Settlement, but may not do both. Any
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1 Settlement Class Member who submits a timely request for exclusion may not file an objection to the
2 Settlement or receive a Settlement Payment, and shall be deemed to have waived any rights or benefits
3 under the Settlement Agreement, except as provided in Paragraph 10.2.4.

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

8 7.8 No later than three (3) business days after the Exclusion/Objection Deadline, the
9 Settlement Administrator shall provide to Class Counsel and counsel for Cambly the Opt-Out List
10 together with copies of the opt-out requests, including any untimely or defective requests.
11 Notwithstanding any other provision of this Settlement Agreement, if more than five percent (5%) of
12 potential Settlement Class Members exercise their right to opt out of the Settlement, Cambly at its sole
13 and absolute discretion may elect to rescind, void, and revoke the entire Settlement Agreement by
14 sending written notice that it revokes the Settlement pursuant to this Paragraph to Class Counsel within
15 seven (7) business days following receipt of the Opt-Out List.

16 7.9 Named Plaintiff and his counsel shall support the Settlement and take such steps as are
17 reasonably necessary to effectuate the Settlement. Plaintiffs' counsel shall recommend the Settlement
18 to the Settlement Class Members, and Plaintiffs' counsel agree to use their best efforts to resolve any
19 objections to the release of all claims described in the Settlement Class Members' Released Claims,
20 including all class actions, putative class actions, individual-plaintiff actions, and arbitrations.
21 Cambly, in turn, agrees to use its best efforts to cooperate with Plaintiffs' counsel's efforts in this
22 regard. Named Plaintiff shall not opt out of or object to the settlement, nor shall he or his counsel
23 directly or indirectly encourage Settlement Class Members to opt out of or object to the settlement.

24 7.10 With regard to any Settlement Class Member who elects to opt out or object to the
25 settlement, nothing herein shall be construed as a waiver of any rights or obligations contained in any
26 contract between Cambly and such Settlement Class Member, including but not limited to, any
27 applicable arbitration agreement.
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VIII. PROCEDURES FOR OBJECTIONS

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

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

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

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

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

8.6 It shall be Class Counsel's sole responsibility to respond to any objections made with

1 respect to any application for the Class Counsel Award and Service Award.

2 **IX. RELEASES**

3 9.1 The Settlement Class Members' Released Claims and the PAGA Members' Released
4 Claims, against each and all of the Released Parties, shall be released and judgment entered (without
5 an award of costs to any party other than as provided in this Agreement), upon entry of the Final
6 Approval order and Judgment.

7 9.2 As of the Final Approval Date, the Plaintiff, and all Settlement Class Members who have
8 not been excluded from the Settlement Class as provided in the Opt-Out List, and all PAGA Members,
9 individually and on behalf of their heirs, estates, trustees, executors, administrators, representatives,
10 agents, successors, and assigns, and anyone claiming through them or acting or purporting to act on
11 their behalf, agree to forever release, discharge, hold harmless, and covenant not to sue each and all
12 of the Released Parties from each and all of the Settlement Class Members' Released Claims and each
13 and all of the PAGA Members' Released Claims, and by operation of the Final Judgment shall have
14 fully and finally released, relinquished, and discharged all such claims against each and all of the
15 Released Parties; and they further agree that they shall not now or hereafter initiate, maintain, or assert
16 any Settlement Class Members' Released Claims or any PAGA Members' Released Claims against
17 the Released Parties in any other court action or before any administrative body, tribunal, arbitration
18 panel, or other adjudicating body. Without in any way limiting the scope of the release described in
19 Paragraphs 2.15, 2.20, 2.26, and 2.29 as well as the remainder of this Section, this release covers,
20 without limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Class
21 Counsel or by the Plaintiff or Settlement Class Members or the PAGA Members, in connection with
22 or related in any manner to the Action, the Settlement of the Action, the administration of such
23 Settlement, and/or the Settlement Class Members' Released Claims or the PAGA Members' Released
24 Claims, except to the extent otherwise specified in the Agreement.

25 9.3 Subject to Court approval, Plaintiff, and all Settlement Class Members who have not
26 been excluded from the Settlement Class as provided in the Opt-Out List, and all PAGA Members,
27 shall be bound by this Settlement Agreement, and judgment entered as to all their claims, which shall
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1 be released, even if they never received actual notice of the Action or this Settlement.

2 9.4 As of the Final Approval Date, the State of California and all current and former
3 individuals who provided services in connection with Cambly's platform in the State of California at
4 any time during the Class Period, shall be deemed to have fully, finally, and forever waived, released,
5 relinquished, and discharged each and all of the Released Parties from all the PAGA Claims that arose
6 or may be alleged to have arisen within the PAGA Period.

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

8 10.1 The Settlement Administrator or its authorized agents in consultation with the Parties and
9 subject to supervision, direction, and approval of the Court, shall allocate and oversee the distribution
10 of the Settlement Fund, utilizing an allocation reflecting a damages calculation first proposed by
11 Plaintiff's counsel and approved by Defendant's counsel.

12 10.2 Of the \$393,000 Total Settlement Amount, \$30,000 shall be allocated to the PAGA
13 Payment Fund. The PAGA Payment Fund shall be applied as follows:

14 10.2.1 Subject to the approval and further order(s) of the Court, 75% of the PAGA
15 Payment Fund (\$22,500) shall be distributed to the LWDA; and

16 10.2.2 Subject to the approval and further order(s) of the Court, 25% of the PAGA
17 Payment Fund shall be distributed to PAGA Members based on each PAGA Member's pro rata share
18 (i.e., based on their Total Classroom Minutes during the PAGA Period);

19 10.3 The remaining \$363,000 shall be allocated to the Settlement Payment Fund. The
20 Settlement Payment Fund shall be applied as follows:

21 10.3.1 To pay the total costs, expenses, and fees of the Settlement Administrator
22 incurred in connection with providing Class Notice to potential Settlement Class Members, and the
23 management and distribution of the Settlement Payments to Settlement Class Members;

24 10.3.2 Subject to the approval and further order(s) of the Court, to pay Plaintiff's
25 Service Award based on contributions and time expended assisting in the litigation, up to a maximum
26 of \$10,000;

27 10.3.3 Subject to the approval and further order(s) of the Court, to pay the Class
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1 Counsel Award as ordered by the Court;

2 10.3.4 After the Effective Date and subject to the approval and further order(s) of the
3 Court, to distribute the Settlement Payments from the Settlement Payment Fund for the benefit of the
4 Settlement Class pursuant to the Plan of Allocation, or as otherwise ordered by the Court.

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 Classroom
7 Minutes, as defined herein, being used to calculate the amount of his or her Settlement Payment, as
8 described in Paragraph 5.3.

9 10.5 Settlement Class Members and PAGA Members will have an opportunity to dispute
10 Cambly's calculation of their Total Classroom Minutes by providing documentation of contrary
11 classroom minutes to the Settlement Administrator, within sixty (60) days of receiving their Notice.
12 The Settlement Administrator shall review any documentation submitted by a Settlement Class
13 Member and consult with the Parties to determine whether an adjustment is warranted. There will be
14 a presumption that Cambly's records are correct, absent evidence produced by a Settlement Class
15 Member or PAGA Member to the contrary.

16 10.6 If any portion of the Settlement Payment Fund is not successfully redistributed to
17 Settlement Class Members or PAGA Member after the initial Void Date (*i.e.*, electronically
18 undeliverable funds, checks that are not cashed, or checks that are returned as undeliverable after the
19 second distribution), then after the Void Date for initially distributed funds, the Settlement
20 Administrator shall void any of the checks and shall direct such unclaimed funds to be redistributed
21 to all of the Settlement Class Members who (1) received electronic payments or cashed their checks
22 from the initial Settlement Payments; and (2) would receive a redistribution amount greater than or
23 equal to \$50.00, calculated pursuant to the same formula used to calculate the amounts of the initial
24 Settlement Payments. If any portion thereafter remains unclaimed (*i.e.*, electronically undeliverable,
25 checks that are not cashed, or checks that are returned as undeliverable after the second distribution),
26 then after the Void Date for redistribution, the Settlement Administrator shall void any checks and
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1 shall direct such unclaimed funds to be donated to the California Controller's Unclaimed Property
2 Fund.

3 10.7 Settlement Class Members who are not on the Opt-Out List approved by the Court shall
4 be subject to and bound by the provisions of the Settlement Agreement, the releases contained herein,
5 and the Judgment with respect to all Settlement Class Members' Released Claims, regardless of
6 whether they obtain any distribution from the Settlement Payment Fund. Further, all PAGA Members
7 will release their PAGA claims through May 26, 2022.

8 10.8 Payment from the Settlement Payment Fund made pursuant to and in the manner set
9 forth herein shall be deemed conclusive of compliance with this Settlement Agreement as to all
10 Settlement Class Members and PAGA Members.

11 10.9 No Settlement Class Member or PAGA Member shall have any claim against the
12 Plaintiff, Class Counsel, or the Settlement Administrator based on distributions made substantially in
13 accordance with this Settlement Agreement and/or orders of the Court. No Settlement Class Member
14 or PAGA Member shall have any claim against Cambly or its counsel relating to the distributions
15 made under this Settlement.

16 **XI. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION OF**
17 **SETTLEMENT AGREEMENT**

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

26 11.2 Cambly shall have the right to withdraw from the Settlement if the number of Settlement
27 Class Members who attempt to exclude themselves from the Settlement Class equals or exceeds five
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1 percent (5%) of potential Settlement Class Members. If Cambly chooses, pursuant to its sole and
2 absolute discretion, to exercise this right, it must do so within seven (7) business days of receipt of the
3 Opt-Out List as provided in Paragraph 7.8, by providing written notice to Class Counsel.

4 11.3 In the event that: (i) the Settlement is not approved, is overturned, or is modified by the
5 Court or on appeal, (ii) the Judgment does not become Final, or (iii) this Settlement Agreement is
6 terminated, cancelled, or fails to become effective for any reason, then: (a) the Parties stipulate and
7 agree the Settlement, this Agreement, the Class Information, the Opt-Out List, and all documents
8 exchanged and filed in connection with the Settlement shall be treated as privileged mediation
9 communications under Cal. Evid. Code, §§ 1115 *et seq.*; (b) the Settlement shall be without force and
10 effect upon the rights of the Parties hereto, and none of its terms shall be effective or enforceable, with
11 the exception of this paragraph, which shall remain effective and enforceable; (c) the Parties shall be
12 deemed to have reverted *nunc pro tunc* to their respective status prior to execution of this Agreement,
13 including with respect to any Court-imposed deadlines; (d) all Orders entered in connection with the
14 Settlement, including the certification of the Settlement Class, shall be vacated without prejudice to
15 any Party's position on the issue of class certification, the issue of amending the complaint, or any
16 other issue, in the Action or any other action, and the Parties shall be restored to their litigation
17 positions existing on the date of execution of this Agreement; and (e) the Parties shall proceed in all
18 respects as if the Settlement Agreement and related documentation and orders had not been executed,
19 and without prejudice in any way from the negotiation or fact of the Settlement or the terms of the
20 Settlement Agreement.

21 11.4 Cambly does not agree or consent to certification of the Settlement Class for any purpose
22 other than to effectuate the Settlement of the Action.

23 **XII. CONDITIONS PRECEDENT**

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

26 12.1 Plaintiff successfully amends his state court action by filing a First Amended Complaint
27 to add class claims on behalf of the Settlement Class for settlement purposes only;
28

1 12.2 The Court enters an order granting preliminary approval of the Settlement;

2 12.3 The Court enters an order granting Final Approval of the Settlement and a final
3 Judgment;

4 12.4 If an objector appears at the Final Approval Hearing, the time for appeal of the Final
5 Judgment and Order Granting Final Approval of Settlement expires; or, if an appeal is timely filed,
6 there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of the
7 Settlement subject to requirements of this Agreement; and

8 12.5 Defendant fully funds the Total Settlement Amount.

9 **XIII. ADDITIONAL PROVISIONS**

10 13.1 All of the Exhibits to this Agreement are an integral part of the Settlement and are
11 incorporated by reference as though fully set forth herein.

12 13.2 The Plaintiff and Class Counsel acknowledge that an adequate factual record has been
13 established that supports the Settlement and, apart from the limited discovery described in the next
14 sentence, hereby waive any right to conduct further discovery to assess or confirm the Settlement.
15 Notwithstanding the prior sentence, the Parties agree to reasonably cooperate with respect to limited
16 confirmatory discovery to facilitate approval of the settlement and related to the last-known email
17 addresses of Settlement Class Members and PAGA Members.

18 13.3 The Parties agree to cooperate fully with each other to accomplish and implement the
19 terms of this Settlement. Such cooperation shall include, but not be limited to, execution of such other
20 documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of
21 this Settlement and/or revising this Settlement to comply with the above-entitled Court's requests.
22 The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any
23 other efforts that may become necessary by Court order, or otherwise, to effectuate this Settlement
24 and the terms set forth herein.

25 13.4 Unless otherwise noted, all references to "days" in this Agreement shall be to calendar
26 days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal
27 holiday, such date or deadline shall be on the first business day thereafter.

1 13.5 This Agreement constitutes the full and complete agreement of the Parties hereto, and
2 supersedes all prior negotiations and agreements, whether oral, written or otherwise, and may be
3 amended or modified only by a written instrument signed by counsel for all Parties or the Parties'
4 successors-in-interest.

5 13.6 The Parties reserve the right, subject to the Court's approval, to make any reasonable
6 extensions of time that might be necessary to carry out any of the provisions of this Agreement. Such
7 extensions must be in writing to be enforceable.

8 13.7 The Settlement Agreement, the Settlement, the fact of the Settlement's existence, any of
9 terms of the Settlement Agreement, any press release or other statement or report by the Parties or by
10 others concerning the Settlement Agreement or the Settlement, and any negotiations, proceedings, acts
11 performed, or documents executed pursuant to or in furtherance of the Settlement Agreement or the
12 Settlement: (i) may not be deemed to be, may not be used as, and do not constitute an admission or
13 evidence of the validity of any Settlement Class Members' Released Claims or any PAGA Members'
14 Released Claims, or of any wrongdoing or liability of Cambly; (ii) may not be deemed to be, may not
15 be used as, and do not constitute an admission or evidence of any fault, wrongdoing, or omission by
16 Cambly in any trial, civil, arbitration, criminal, or administrative proceeding of the Action or any other
17 action or proceeding in any court, administrative agency, arbitration, or other tribunal; (iii) may not
18 be used as evidence of any waiver of, unenforceability of, or as a defense to any Cambly arbitration
19 agreement; (iv) may not be used as evidence on any class certification proceeding.

20 13.8 The Released Parties shall have the right to file the Settlement Agreement, the Final
21 Approval order and Judgment, and any other documents or evidence relating to the Settlement in any
22 action that may be brought against them in order to support a defense or counterclaim based on
23 principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar, reduction,
24 or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

25 13.9 The Parties to the Settlement Agreement agree that the Total Settlement Amount and the
26 other terms of the Settlement were negotiated at arm's length and in good faith by the Parties, resulted
27 from an arm's-length mediation session facilitated by retired Judge Kevin Murphy, and reflect a
28

1 settlement that was reached voluntarily based upon adequate information and sufficient discovery and
2 after consultation with experienced legal counsel.

3 13.10 The Plaintiff and Class Counsel have concluded that the Settlement set forth herein
4 constitutes a fair, reasonable, and adequate resolution of the claims that the Plaintiff asserted against
5 Cambly, including the claims on behalf of the Settlement Class Members and the PAGA Members,
6 and that it promotes the best interests of the Settlement Class Members and the PAGA Members.

7 13.11 To the extent permitted by law, all agreements made and orders entered during the course
8 of the Action relating to the confidentiality of information shall survive this Settlement Agreement.
9 This includes, but is not limited to, the Parties' agreement that Plaintiff, Defendant, and their respective
10 counsel will not make any public disclosure of the Settlement or the Memorandum of Understanding,
11 dated December 14, 2023, until after the filing of the Motion for Preliminary Approval.
12 Notwithstanding the foregoing, the Parties agree that Defendant may make such disclosures that in
13 Defendant's judgment are required in the ordinary course of business. Class Counsel will take all
14 steps necessary to ensure that Plaintiff is aware of, and will encourage them to adhere to, the restriction
15 against any public disclosure of the Settlement until the Motion for Preliminary Approval is filed.
16 Thereafter, Class Counsel and Plaintiff agree not to publicize the terms of the Settlement with the
17 media, including but not limited to, any newspaper, journal, magazine, social media platform, website
18 and/or on-line reporter of settlements, or any other public comment, including advertising this
19 Settlement on their firm's promotional materials, firm website, or its attorneys' biographies.

20 13.12 The waiver by one Party of any breach of this Settlement Agreement by any other Party
21 shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

22 13.13 This Settlement Agreement, including its Exhibits, constitutes the entire agreement
23 among the Parties, and no representations, warranties, or inducements have been made to any Party
24 concerning this Settlement Agreement or its Exhibits, other than the representations, warranties, and
25 covenants contained and memorialized in this Settlement Agreement and its Exhibits. This Settlement
26 Agreement supersedes and replaces the Parties' Memorandum of Understanding, dated December 14,
27 2023, and any other agreements, except as described herein.

1 13.14 This Settlement Agreement may be executed in one or more counterparts. All executed
2 counterparts and each of them shall be deemed to be one and the same instrument provided that counsel
3 for the Parties to this Settlement Agreement shall exchange among themselves original signed
4 counterparts.

5 13.15 The Parties hereto and their respective counsel agree that they will use their best efforts
6 to obtain all necessary approvals of the Court required by this Settlement Agreement and to resolve
7 any objections to the release of all Claims.

8 13.16 This Settlement Agreement shall be binding upon and shall inure to the benefit of the
9 successors and assigns of the Parties hereto, including any and all Released Parties and any
10 corporation, partnership, or other entity into or with which any Released Party hereto may merge,
11 consolidate, or reorganize.

12 13.17 This Settlement Agreement shall not be construed more strictly against one Party than
13 another merely because of the fact that it may have been prepared by counsel for one of the Parties, it
14 being recognized that because of the arm's-length negotiations resulting in the Settlement Agreement,
15 all Parties hereto have contributed substantially and materially to the preparation of the Settlement
16 Agreement.

17 13.18 Except where this Settlement Agreement itself provides otherwise, all terms, conditions,
18 and Exhibits are material and necessary to this Settlement Agreement and have been relied upon by
19 the Parties in entering into this Settlement Agreement.

20 13.19 This Settlement Agreement shall be governed by California law. Any dispute regarding
21 the Settlement Agreement shall first be presented to the mediator, retired Judge Kevin Murphy, to
22 provide guidance to the Parties before the Parties seek any party seeks other recourse. Following this
23 initial guidance, any action based on this Settlement Agreement, or to enforce any of its terms, shall
24 be venued in Sacramento County Superior Court, which shall retain jurisdiction over all such disputes.
25 This paragraph relates solely to the law governing this Settlement Agreement and any action based
26 thereon, and nothing in this paragraph shall be construed as an admission or finding that California
27
28

1 law applies to the Released Claims of Plaintiff or Settlement Class Members of PAGA Members who
2 reside outside of the state.

3 13.20 The Court shall retain continuing and exclusive jurisdiction over the Parties to this
4 Settlement Agreement for the purpose of the administration and enforcement of this Settlement
5 Agreement.

6 13.21 The headings used in this Settlement Agreement are for the convenience of the reader
7 only, and shall not affect the meaning or interpretation of this Settlement Agreement.

8 13.22 In construing this Settlement Agreement, the use of the singular includes the plural (and
9 vice-versa) and the use of the masculine includes the feminine (and vice-versa).

10 13.23 Each Party to this Settlement Agreement warrants that he, she, or it is acting upon his,
11 her, or its independent judgment and upon the advice of his, her, or its counsel, and not in reliance
12 upon any warranty or representation, express or implied, of any nature of any kind by any other Party,
13 other than the warranties and representations expressly made in this Settlement Agreement.

14 13.24 Each counsel signing this Settlement Agreement on behalf of his/her/its clients who are
15 unable to sign the Agreement on the date that it is executed by other Parties represents that such
16 counsel is fully authorized to sign this Settlement Agreement on behalf of his/her/its clients; provided,
17 however, that all Parties who have not executed this Agreement on the date that it is executed by the
18 other Parties shall promptly thereafter execute this Agreement and in any event no later than one (1)
19 week after the Agreement has been executed by counsel.
20

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

22 Dated: 12/04/2025
23



Plaintiff Jon Waldrep

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

25 Dated: _____
26

CAMBLY INC.

27 _____
28 Sameer Shariff, Chief Executive Officer

1 law applies to the Released Claims of Plaintiff or Settlement Class Members of PAGA Members who
2 reside outside of the state.

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9 vice-versa) and the use of the masculine includes the feminine (and vice-versa).

10 13.23 Each Party to this Settlement Agreement warrants that he, she, or it is acting upon his,
11 her, or its independent judgment and upon the advice of his, her, or its counsel, and not in reliance
12 upon any warranty or representation, express or implied, of any nature of any kind by any other Party,
13 other than the warranties and representations expressly made in this Settlement Agreement.

14 13.24 Each counsel signing this Settlement Agreement on behalf of his/her/its clients who are
15 unable to sign the Agreement on the date that it is executed by other Parties represents that such
16 counsel is fully authorized to sign this Settlement Agreement on behalf of his/her/its clients; provided,
17 however, that all Parties who have not executed this Agreement on the date that it is executed by the
18 other Parties shall promptly thereafter execute this Agreement and in any event no later than one (1)
19 week after the Agreement has been executed by counsel.
20

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

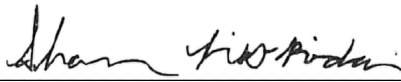
22
23 Dated: _____
Plaintiff Jon Waldrep

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

25
26 Dated: 12/5/2025 CAMBLY INC.
27 
28 Sameer Shariff, Chief Executive Officer

1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 Dated: 12/5/2025



Shannon Liss-Riordan

Lichten & Liss-Riordan, P.C.

*Attorneys for Plaintiff Jon Waldrep and the Class and
PAGA Members*

7 Dated: _____

Jaime B. Laurent

Susan T. Ye

Littler Mendelson, P.C.

Attorneys for Defendant Cambly Inc.

1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 Dated: _____

4 Shannon Liss-Riordan
5 Lichten & Liss-Riordan, P.C.
6 *Attorneys for Plaintiff Jon Waldrep and the Class and*
7 *PAGA Members*



8 Dated: 12/5/2025

9 Jaime B. Laurent
10 Susan T. Ye
11 Littler Mendelson, P.C.
12 *Attorneys for Defendant Cambly Inc.*
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EXHIBIT 1

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
AND FINAL APPROVAL HEARING**

Waldrep v. Cambly Inc., Case No. 34-2022-00314360 (Sacramento Sup. Ct.)

The Court authorized this notice. This is not a solicitation from a lawyer.

Pursuant to the Order of the Superior Court for the State of California for the County of Sacramento, you are hereby notified that a proposed settlement has been reached in the above-referenced case brought on behalf of the following individuals:

The Settlement Class: all current and former individuals who provided services in connection with Cambly's platform in the State of California at any time during the period November 9, 2020 to May 26, 2022.

You have been identified by Cambly records as a member of the Settlement Class. **Please read this entire notice carefully. It may affect your legal rights to money you may be owed.**

<u>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</u>	
Participate in the Settlement	If you wish to receive a share of the Settlement proceeds, you do not need to do anything in response to receiving this notice. If you do not opt out of the settlement as described below, then you will be bound by the Settlement and will receive a share of the settlement proceeds.
Exclude Yourself from the Settlement (Opt-Out)	If you do not want to participate in the Settlement, you must mail or email a written Request for Exclusion to the Settlement Administrator postmarked no later than [REDACTED], 2025, or else you will be bound by the Settlement and the Release if the Court grants final approval of the Settlement. Please refer to <u>paragraph 13</u> below for instructions on excluding yourself.
Object to the Settlement	If you wish to object to the Settlement, you may mail or email a written objection to the Settlement Administrator postmarked or emailed no later than [REDACTED], 2025, or make your objection at the Fairness Hearing. However, if you choose to object, you will remain bound by the Settlement and will release your claims against Cambly if the Settlement is ultimately approved. A Settlement Class Member can object and still receive a share of the settlement proceeds, but a Settlement Class Member cannot object and opt out of the Settlement. Please refer to paragraph 14 below for instructions on objecting.
Participate in the Hearing	If you submit a written objection to the Settlement, you may also indicate in the objection whether you wish to appear and be heard at the time of the Fairness Hearing. You may also appear and be heard at the Fairness Hearing without submitting a written objection. Remember that Settlement Class Members who object remain part of the settlement class and shall be bound by the Settlement.

Which option you choose is entirely up to you.

YOUR RIGHTS AND OPTIONS, INCLUDING THE DEADLINES BY WHICH TO EXERCISE THEM, ARE EXPLAINED IN THIS NOTICE.

www.[REDACTED].com

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GENERAL INFORMATION REGARDING THIS NOTICE

WHAT IS THIS NOTICE ABOUT?

A proposed settlement (the “Settlement”) has been reached in the case entitled *Waldrep v. Cambly Inc.*, Case No. 34-2022-00314360, Sacramento County Superior Court (the “Action”). This case alleges that Cambly has misclassified its California-based tutors and violated the Labor Code as a result. As described further below, the First Amended Complaint in this case, filed only for settlement purposes, includes claims for expense reimbursement, minimum wage and overtime, willful misclassification, failure to provide meal and rest breaks, failure to provide itemized wage statements, waiting time penalties, failure to provide all wages when due, unfair competition, requiring tutors to sign illegal contracts, and claims under the Private Attorneys General Act (“PAGA”). The Court has preliminarily approved the Settlement and has directed the parties to notify the Settlement Class Members of the Settlement.

You have received this notice because Cambly’s records indicate that you are a Settlement Class Member. This notice is designed to inform you of your right to receive a share of the Settlement payment, to elect not to participate in the Settlement, or to object to the Settlement.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiff claims he and others who used the Cambly platform to provide ESL tutoring services have been improperly classified as independent contractors by Cambly and have sought relief under various California Labor Code provisions, Section 17200 of the California Business and Professions Code, and the Private Attorneys General Act of 2004 (“PAGA”) on behalf of the state of California and California Cambly tutors. Plaintiff primarily seeks reimbursement of his necessary business expenses, which he contends is required by California law, as well as minimum wage for all hours worked, overtime, and numerous other wage violations.

Cambly denies Plaintiff’s allegations and instead contends, among other things, that those who used the Cambly platform to provide services were correctly classified as independent contractors.

The Court has not ruled whether either party is correct.

After good-faith negotiations with an experienced, neutral mediator, in which both sides recognized the substantial risk of an uncertain outcome, the parties agreed to settle their dispute pursuant to the terms and conditions of a negotiated Settlement.

The Settlement represents a compromise and settlement of disputed claims. Nothing in the Settlement is intended to be or will be construed as an admission by Cambly that Plaintiffs’ claims have merit or that it has any liability to Plaintiff or the proposed Settlement Class on the claims in the Action.

SUMMARY OF THE SETTLEMENT

WHO IS INCLUDED IN THE SETTLEMENT?

You have received this notice and are included in the Settlement because Cambly's records show that you fall within the following definition:

The Settlement Class: all current and former tutors who provided services in connection with Cambly's platform in the State of California at any time during the period November 9, 2020 to May 26, 2022.

WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

1. The Settlement Fund is \$393,000. The Settlement Fund will fund payments to Settlement Class Members
2. From this Settlement Fund, amounts will be deducted for attorneys' fees and costs in the amount that the Court approves, up to 33% of the total Settlement Fund (\$129,690); Class Representative Service Award for the named Plaintiff, in the amount the Court approves, estimated to be \$10,000; a payment to the Settlement Administrator for the costs of administering the Settlement that is not to exceed \$14,000 without leave of court; and a payment to the State of California for PAGA penalties, in the amount of \$22,500.
3. The remaining approximately **\$230,810** will be distributed to the Settlement Class Members. The Settlement Fund will be allocated to Class Members proportionally to their total minutes spent teaching through the Cambly platform, with no claimant who submits a claim receiving less than \$25.
4. Residual funds (e.g., from a returned or failed payment or if an individual does not timely cash his or her check) will be re-distributed to all those Settlement Class Members who submit Claim Forms and who received an initial payment and whose second payment would be more than \$50; no amount of the Settlement Fund will revert to Cambly. After this redistribution of residual funds to all Settlement Class Members, any funds that are not claimed by the Settlement Class Members (for example, from a returned or failed payment or if an individual does not timely cash his or her check) will be donated to California Controller's Unclaimed Property Fund, which allows financial institutions, insurance companies, corporations, businesses, and certain other entities to report and submit their customers' property to the State Controller's Office when there has been no activity for a period of time, in compliance with California law governing unclaimed property.
5. You **will be bound** by this Settlement if it is given final approval by the Court unless you submit a written Request for Exclusion to the Settlement Administrator, postmarked or emailed by the deadline of [REDACTED], 2025, except that all Settlement Class Members (even those who do opt out) will still release their PAGA claims through May 26, 2022. If you do mail a Request for Exclusion by the deadline in accordance with the instructions for submitting a Request for Exclusion, you will be excluded from the Settlement and **will not receive a Settlement share, but you will retain the right you may have, if any, to bring your claim against Cambly.**

6. If the Court does not grant final approval of the Settlement, does not enter the Final Approval Order, or if the Court's Final Approval Order is reversed in whole or in part on appeal, the parties have no obligations under the Settlement, and Settlement Class Members will not receive payments. In other words, it will be as if this Settlement were never reached; Cambly will not have to pay any funds or keep any of the promises made as part of the Settlement, and Settlement Class Members will not release their claims against Cambly.
7. The Court has appointed Simpluris to act as the Settlement Administrator to administer the Settlement. The Settlement Administrator serves as a neutral, third-party who collects requests for exclusion and objections, adjudicates disputes, calculates payments, issues payments and reissues payments, and performs other tasks necessary to administer the Settlement.
8. If the Court grants final approval of the Settlement, the Court will enter judgment, the Settlement will bind all Settlement Class Members who have not opted out, and the judgment will bar all Settlement Class Members from bringing any claims released in the Settlement, including but not limited to, claims related to allegations of independent contractor misclassification (the "Released Claims"). The release is described below:

any and all claims, actions, demands, causes of action, suits, debts, obligations, damages, penalties, rights or liabilities, pursuant to any theory of recovery against Cambly arising within the Class Period, for any type of relief that can be released as a matter of law, including, without limitation, claims for wages, damages, unpaid costs, penalties (including civil and waiting time penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief (with the exception of any claims which cannot be released as a matter of law), that could be brought based on the allegations in the Action, including but not limited to any claims or factual allegations set forth in the LWDA letter, Complaint and/or First Amended Complaint, namely Cambly's alleged misclassification of the Settlement Class as independent contractors. The claims released pursuant to this paragraph specifically include, without limitations, a release of claims under Cal. Labor Code, §§ 2802, 226.7, 226.8, 1197, 1194, 1198, 510, 554, 512, 432.5, 1182.12, 1194.2, 1197.1, 1199, 226(a), 226.3, 551, 552, 221-224, 225.5, 227, 201-203, 204, 210, 227.3 San Francisco Minimum Wage Ordinance, Los Angeles Citywide Minimum Wage Ordinance, Los Angeles County Minimum Wage Ordinance, IWC Wage Order No. 9-2001, the Private Attorneys General Act, Cal. Lab. Code, § 2698, *et seq.*, in connection with claims related to independent contractor misclassification; as well as any other claims under the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders; and all of their implementing regulations and interpretive guidelines, as well as any other similar state, local, or common law claims that relate to independent contractor misclassification. The release does not include claims that, as a matter of law, cannot be released and does not include claims for retaliation, discrimination, wrongful termination, and individual claims filed with the appropriate agency for the recovery of workers' compensation benefits.

Type text here

Settlement Class Members who are not on the Opt-Out List approved by the Court shall be subject to and bound by the provisions of the Settlement Agreement, the releases contained herein, and the Judgment with respect to all Settlement Class Members' Released Claims, regardless of whether they obtain any distribution from the Settlement Payment Fund. Further, all PAGA Members will release their PAGA claims through May 26, 2022.

If you wish to contact the Settlement Administrator, you may do so at (8XX) [] - [] or []@[]com

9. If more than five percent (5%) of Settlement Class Members exercise their right to opt out of the Settlement, Cambly can decide to terminate the Settlement, meaning that it will be as if this Settlement were never reached; Cambly will not have to pay any funds or comply with any obligations made as part of the Settlement, and Class Members will not release their claims against Cambly.

WHAT ARE MY RIGHTS AS A SETTLEMENT CLASS MEMBER?

10. **Receiving a Settlement Payment:** Settlement Class Members' shares will be calculated based on the total number of minutes spent teaching during the Settlement Class Period through Cambly's online platform, as determined by Cambly.

According to Cambly's records, you have taught an estimated [] minutes during the relevant period.

These minutes do not have a value fixed at a particular dollar amount; that amount will vary depending upon many factors, including how many Settlement Class Members are receiving payments under this Agreement and the amount ultimately awarded in attorneys' fees and Class Representative Service Award to the named Plaintiff.

If you do not agree with your estimated minutes taught, you can inform the Settlement Administrator. To contest your number of minutes taught, you must provide documentation showing that you taught more minutes than estimated in this Notice **to the Settlement Administrator within sixty (60) days of receiving this Notice.**

If the Court approves the Settlement, payments will be sent to all Settlement Class Members via PayPal, using the PayPal account information on file with Cambly. **If you prefer to receive payment via some other means (e.g., other digital payment service such as Venmo, or a mailed check)** please notify the Settlement Administrator at (8XX) [] - [] or []@[].com.

With respect to PAGA penalties, 25% of the PAGA penalties (totaling \$7,500) will be distributed pro rata to each individual tutor who does not opt out of this settlement, in addition to their settlement share, set forth above.

11. **Excluding Yourself from the Settlement (Opt-Out):** If you do not wish to participate in the Settlement, you must mail or email a Request for Exclusion to the Settlement Administrator. The Request for Exclusion must include: (1) the Settlement Class Member's name, address, and telephone number; (2) a clear and unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class; and (3) the signature of the Settlement Class Member or the Legally Authorized Representative of the Settlement Class Member (who is not the class member's counsel). Signatures may be physical ("wet ink") signatures or electronic signatures, provided that there is an electronic certificate authenticating the signature and IP address, such as that provided by DocuSign. Alternatively, if the Request for Exclusion is emailed from the email address associated with the Settlement Class Member's Cambly account, the requirement to sign the request is waived. Nothing about the Settlement's opt-out

procedure prevents counsel (a) from reviewing the Settlement with the client; (b) from advising the client on whether participating in or opting out of the Settlement is in the client's (as opposed to counsel's) best interest; or (c) from preparing the opt-out request for their client to sign (e.g., including the requisite information such as the Settlement Class Member's name, address, and telephone number, and a clear and unequivocal statement that the individual wishes to be excluded).

The Request for Exclusion must be completed, signed, and mailed or emailed to the Settlement Administrator at the address identified below, postmarked or emailed no later than [REDACTED], 2025. A Settlement Class Member who fails to return a Request for Exclusion in the manner and by the deadline specified above will be bound by all terms and conditions of the Settlement and the Judgment, regardless of whether he or she has objected to the Settlement. Requests for Exclusion must be exercised individually by the Settlement Class Member (or their Legally Authorized Representative who is not the Settlement Class Member's counsel), even if the Settlement Class Member is represented by counsel. Attempted collective group, class, or subclass requests for exclusions shall be ineffective and disregarded by the Settlement Administrator.

Any person who files a complete and timely Request for Exclusion will, upon receipt, no longer be a member of the Settlement Class and will not be eligible to receive a payment. Any such person will retain the right, if any, to pursue at his or her own expense a claim against Cambly. A Request for Exclusion that does not fulfill the requirements above will be deemed invalid.

If a Settlement Class Member submits both an objection and a valid and timely Request for Exclusion, the Request for Exclusion will be accepted and the objection will be rejected.

Please note that Requests for Exclusion do not apply to the release of PAGA claims contemplated by the Settlement. Settlement Class Members who validly and timely submit a Request for Exclusion will nevertheless be bound by the settlement and release of PAGA claims, and therefore any PAGA claims that any Settlement Class Member may possess for the Settlement Class Period shall be extinguished if the Court approves the Settlement.

There will be no retaliation or adverse action taken against any Class Member who participates in the Settlement, elects not to participate in the Settlement, or objects to the settlement.

12. **Objecting to the Settlement:** If you think the settlement is unfair and should not be given final approval, you may mail or email an objection to the Settlement Administrator. You may also attend the Fairness Hearing and make your objection to the Court at that time, without submitting an objection to the Settlement Administrator. If you choose to object to any aspect of the Settlement (including to the Settlement itself, the request for attorney's fees, or the Class Representative Service Awards), you opt out of the Settlement. If a Settlement Class Member submits both an objection and a valid and timely Request for Exclusion, the Request for Exclusion will be accepted and the objection will be rejected.

If you choose to object, you will remain a Settlement Class Member and will be deemed to have waived the right to pursue any independent remedy against Cambly for the claims being released in the Settlement.

If the Court does not give final approval to the Settlement, no settlement payments will be sent out and the lawsuit will continue.

All written objections and supporting papers must be mailed or emailed to the Settlement Administrator at the Settlement Administrator's address or email address below and be postmarked on or before [REDACTED], 2025. All objections must be in writing and contain at least the following: (1) a clear reference to the case, which is *Waldrep v. Cambly Inc.*, Case No. 34-2022-00314360 in the Superior Court of the State of California, County of Sacramento; (2) your name, current address, and telephone number; (3) a description of why you believe the settlement is unfair; and (4) a signature by the objecting class member if the request is being mailed. A signature is not required on an emailed objection provided that it is sent from the email address associated with the Settlement Class Member's Cambly account.

13. **Participating in the Final Approval Hearing:** You may appear and object at the Final Approval Hearing in person or appear through counsel of your choice, paid at your own expense, and be heard at the time of the Final Approval Hearing, if you wish to do so. **If the Court overrules your objection and gives final approval to the Settlement, you will be bound by the terms of the Settlement and receive a Settlement Payment if you submitted a Claim.**
14. **Keep Your Information Up to Date:** It is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your Settlement Payment is received, should final approval of the Settlement be granted. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Settlement Payment.
15. **The Settlement Administrator's Address & Email Address.** You may send a paper/hard copy Request for Exclusion, or Objection to the Settlement Administrator at the following mailing address:

[Address]
[Address]
[Email Address]

CLASS COUNSEL

Contact information for Class Counsel is provided below:

Shannon Liss-Riordan
Adelaide H. Pagano
Lichten & Liss-Riordan, P.C.
729 Boylston Street, Suite 2000
Boston, MA 02116
www.llrlaw.com
Phone: (617) 994-5800
claims@llrlaw.com, Firm Settlement Administrator

FINAL SETTLEMENT APPROVAL HEARING

The Court has scheduled the Settlement Fairness Hearing for [] on [], 2026, in the Superior Court for the County of Sacramento, Department 22, Gordon D. Schaber Sacramento County Courthouse at 720 9th Street, Sacramento, CA 95814, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Class Representative Service Award and the Class Counsel Award and Costs.

The hearing may be postponed without further notice to the Class. **It is not necessary for you to appear at this hearing.** If you plan to attend the Fairness Hearing, you may contact Class Counsel to confirm the date and time or check the settlement website, as the hearing may be rescheduled without further notice.

You may also attend the Settlement Fairness Hearing remotely via Zoom. You may attend remotely by joining the Zoom link or dialing into the telephone number listed below:

Zoom link: <https://saccourt-cagov.zoomgov.com/my/sscdept22>
Dial-in: (833) 568-8864 / ID: 16184738886

GETTING MORE INFORMATION

This notice summarizes the proposed settlement. For more precise terms and conditions of the Settlement, please contact Class Counsel (contact information above), visit the Settlement website at [www.\[WEBSITE\].com](http://www.[WEBSITE].com), or contact the Settlement Administrator at XXX-XXX-XXXX. Notice of entry of final judgment will be provided on the Settlement website.

PLEASE DO NOT TELEPHONE THE COURT, CAMBLY OR CAMBLY'S COUNSEL FOR INFORMATION!

YOU MAY CALL THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL LISTED ABOVE.

Dated: [] [], 2025.
By Order of the Court

EXHIBIT 2

SHANNON LISS-RIORDAN, SBN 310719
LICHTEEN & LISS-RIORDAN, P.C.
729 Boylston Street, Suite 2000
Boston, MA 02116
Telephone: 617.994.5800
Fax No.: 617.994.5801

Attorneys for Plaintiff Jon Waldrep

JAIME B. LAURENT, SBN 261926
LITTLER MENDELSON, P.C.
2049 Century Park East, 5th Floor
Los Angeles, CA 90067
Telephone: 310.553.0308
Fax: 310.553.5583

SUSAN T. YE, Bar No. 281497
LITTLER MENDELSON, P.C.
50 West San Fernando Street, 7th Floor
San Jose, CA 95113
Telephone: 408.998.4150
Fax: 408.288.5686
Attorneys for Defendant
Cambly Inc.

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 [REDACTED], 2025, 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.

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

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

17. If the Settlement is not finally approved, or the Effective Date (as defined in the Settlement Agreement) does not occur, or the Settlement Agreement is terminated under its terms, or the Settlement Agreement is overturned or modified by the Court or on appeal, then: (a) the Settlement Agreement shall be without force and effect upon the rights of the Parties hereto, and none of its terms shall be effective or enforceable; (b) the Parties shall be deemed to have reverted *nunc pro tunc* to their respective status as of the day immediately before the Parties entered into the Settlement Agreement, with the Parties to meet and confer regarding any discovery or case management deadlines that were pending at the time the Parties stayed litigation, arbitration, or other proceedings; (c) Cambly shall be refunded any amounts paid pursuant to this Settlement Agreement but not yet spent or disbursed; (d) all Orders entered in connection with the Settlement Agreement, including the certification of the Settlement Class, shall be vacated without prejudice to any Party's position on the issue of class certification, or any other issue, in this Action or any other action, and the Parties shall be restored to their litigation positions existing on the date of execution of Settlement Agreement; and (e) the Parties shall proceed in all respects as if the Settlement Agreement and related documentation and orders had not been executed, and without prejudice in any way from the negotiation or fact of the Settlement or the terms of the Settlement Agreement. In such an event, this Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used or referred to in litigation, arbitration, or other proceedings for any purpose. Nothing in the foregoing paragraph is intended to alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not 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], 2025, at 9:00 a.m.

IT IS SO ORDERED.

Date: _____

SUPERIOR COURT JUDGE