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CROWDSTRIKE, INC.
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SANTA CLARA
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11 JACK ADONS and SAMIR ESSA, individually
and on behalf of others similarly situated,

12 Plaintiffs,
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14 v.

15 CROWDSTRIKE, INC.,

16 Defendant.
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Case No. _____

PETITION TO CONFIRM ARBITRATION
AWARD

1 Defendant CROWDSTRIKE, INC. (“Defendant” or “Petitioner”) files this Petition to
2 confirm the Final Approval Award issued by Arbitrator Hunter Hughes III on February 13, 2023,
3 (“Final Award”) and states as follows:

4 1. Defendant requests that the Court confirm a Final Approval Award in arbitration
5 conducted according to an agreement to arbitrate between Defendant and Plaintiffs Jack Adons and
6 Samir Essa (“Plaintiffs”) and enters an order approving the Settlement Agreement providing for a
7 settlement of \$2,500,000 to participating California class and collective members.

8 2. Under California Code of Civil Procedure section 1285.4, a petition to confirm an
9 arbitration award must: “(a) [s]et forth the substance of or have attached a copy of the agreement
10 to arbitrate unless the petitioner denies the existence of such an agreement[:]; (b) [s]et forth the
11 names of the arbitrators[:]; and (c) [s]et forth or have attached a copy of the award and the written
12 opinion of the arbitrators, if any.”

13 3. A binding arbitration agreement exists between the Parties. Plaintiffs were
14 employed by Defendant as inside sales representatives. On June 1, 2017, Plaintiff Jack Adons
15 executed his At-Will Employment, Confidential Information, Invention Assignment, Non-
16 Compete, and Arbitration Agreement providing that all controversies, claims, or disputes arising
17 out of, relating to, or resulting from his employment with Defendant shall be subject to binding
18 arbitration. (See Woods Decl. ¶ 2, Ex. A, para. 12.)

19 4. On September 3, 2020, Plaintiffs, through their counsel, sent a notice of claims letter
20 to Defendant asserting that Defendant misclassified them and other similarly situated employees as
21 exempt from overtime. (Woods Decl. ¶ 3.)

22 5. On November 9, 2020, the Parties agreed to mediation with Tripper Ortman, Esq.
23 (Woods Decl. ¶ 4.)

24 6. On June 22, 2021, the Parties participated in a full-day mediation session and
25 reached a settlement in principle of the claims, with a memorandum of understanding fully executed
26 on October 7, 2021. (Woods Decl. ¶ 5.)

27 7. On June 9, 2022, the Parties executed a long-form Settlement Agreement and
28 Release (“Settlement Agreement”) providing that the Parties submit the Settlement Agreement to
4874-2033-2096.1 / 107402-1001

1 arbitration for approval with Hunter Hughes III. (See Woods Decl. ¶ 6, Ex. B, para. 2.)

2 8. On June 15, 2022, Plaintiffs filed a notice with the California Labor and Workforce
3 Development Agency regarding their claims under the Private Attorneys General Act. (Woods
4 Decl. ¶ 7.)

5 9. On August 22, 2022, Plaintiffs filed a Demand for Arbitration with Arbitrator
6 Hughes, and concurrently filed a Motion for Preliminary Approval. (Woods Decl. ¶ 8.)

7 10. On September 28, 2022, Arbitrator Hughes granted preliminary approval of the class
8 and collective action settlement, and preliminarily and conditionally certified, for settlement
9 purposes only, the Class of all individuals employed by Defendant as Sales Representatives in
10 California during the period of October 21, 2016 through July 1, 2021 and the collective of all
11 individuals employed by Defendant as Sales Representatives in all states except California during
12 the class period of October 21, 2017 to July 1, 2021. (See Woods Decl. ¶ 9, Ex. C.)

13 11. On February 7, 2023, Plaintiffs filed their Motion for Final Approval of Class and
14 Collective Action Settlement with the Arbitrator. (Woods Decl. ¶ 10.)

15 12. On February 13, 2023, Arbitrator Hughes issued the Final Award. (See Woods Decl.
16 ¶ 11, Ex. D.)

17 13. Petitioner has complied with the requirements of California Code of Civil Procedure
18 section 1285.4.

19 14. A petition to vacate or correct the Final Award has not been filed.
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21 WHEREFORE, Petitioner prays as follows:

22 1. That the Court confirm the Final Award;

23 2. That the Court direct the Clerk to enter judgment in conformity with the Final
24 Award;

25 3. That the Court order such other and further relief that the Court deems just and
26 proper.
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1 Dated: February 28, 2023

LITTLER MENDELSON, P.C.



Noah J. Woods

Attorneys for Defendant
CrowdStrike, Inc.