

1 Melissa L. Stewart
OUTTEN & GOLDEN LLP
2 685 Third Avenue, 25th Floor
New York, NY 10017
3 Telephone: (212) 245-1000
Facsimile: (646) 509-2060
4 E-mail: mstewart@outtengolden.com

5 Hannah Cole-Chu
OUTTEN & GOLDEN LLP
6 601 Massachusetts Ave. NW, 200W
Washington, D.C. 20001
7 Telephone: (202) 847-4400
Facsimile: (202) 847-4410
8 Email: hcolechu@outtengolden.com

9 *Attorneys for Claimants and the Proposed Class and Collective*

10
11 **ARBITRATION**
BEFORE HUNTER R HUGHES III, ARBITRATOR
12 **HUNTER HUGHES ADR**

13 JACK ADONS and SAMIR ESSA,
14 individually and on behalf of all others
similarly situated,

15 Claimants,

16 v.

17 CROWDSTRIKE, INC.,

18 Respondent.

**CLAIMANTS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND COLLECTIVE ACTION
SETTLEMENT**

1 **I. INTRODUCTION**

2 Claimants Jack Adons and Samir Essa (“Claimants”) and Respondent CrowdStrike, Inc.
3 (“CrowdStrike” or “Respondent”) (collectively with Claimants, the “Parties”), have settled this
4 class and collective action subject to Arbitrator approval.

5 In the face of significant risk, including Defendant’s contention that Sales
6 Representatives are bound by individual arbitration agreements, the proposed Settlement¹
7 provides significant monetary relief to the Participating Class Members and Participating
8 Collective Members² (“Settlement Class Members”)—the average net settlement award per
9 Settlement Class Member is approximately \$3,343.97—and satisfies all the criteria for
10 preliminary approval, including the requirements of Federal Rule of Civil Procedure 23 and the
11 Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 216(b).

12 Accordingly, the Parties respectfully request that Arbitrator Hunter R. Hughes III, Esq.
13 preliminarily approve the Settlement, preliminarily certify the California Class, and conditionally
14 certify the Putative Collective; approve the form, content, and method of distributing the Notices;
15 and schedule a hearing for final approval of the Settlement, as set forth in greater detail below.³

16 **II. FACTUAL AND PROCEDURAL BACKGROUND**

17 **A. The Parties**

18 CrowdStrike is a cybersecurity software company formed under the laws of the state of
19 Delaware with a principal place of business in Sunnyvale, California. Demand ¶¶ 2, 26.
20 Claimants and Settlement Class Members worked for CrowdStrike as Sales Representatives.⁴ In

21 ¹ The Settlement Agreement and accompanying exhibits are attached as Exhibit 1 to the
22 Declaration of Melissa Stewart.

23 ² “Participating Class Members” means all Class Members who do not timely submit Opt-
24 Out Statements before the Bar Date, and “Participating Collective Members” means all Putative
25 Collective Members who timely submit opt-in forms within the deadline set forth by the Parties
26 and/or the Arbitrator. Settlement §§ 1.25, 1.26.

27 ³ A Proposed Preliminary Approval Award is attached as Exhibit 2 to the Declaration of
28 Melissa Stewart.

29 ⁴ “Sales Representatives” means the 470 individuals included in the data summary
30 produced by CrowdStrike on September 20, 2021, which includes individuals who worked for
31 CrowdStrike in the following exempt-classified job titles: Account Manager, Corporate Account
32 Executive, SMB Account Executive, Corporate Account Manager, Inside Channel Account
33 Manager, Channel Account Manager, Corporate Channel Account Manager, Inside Account

Footnote continued on next page

1 this action, Claimant Adons alleges that CrowdStrike misclassified him and other similarly
2 situated Sales Representatives as exempt from overtime under the FLSA and California law and
3 violated various related California state law provisions. *Id.* ¶¶ 9-10. On behalf of exempt-
4 classified Sales Representatives employed by CrowdStrike in California between October 19,
5 2019 and July 1, 2021, as well as the general public, Claimant Essa alleges that CrowdStrike
6 violated provisions of California’s Private Attorneys General Act, Cal. Lab. Code §§ 2698 *et seq.*

7 **B. Investigation**

8 Before approaching CrowdStrike regarding these claims, Claimants’ Counsel conducted a
9 thorough investigation which included corporate research regarding Respondent’s business
10 locations, corporate ownership, and past federal and state litigation; and factual and legal research
11 into the underlying merits of Claimants’ claims, possible defenses, the proper measure of
12 damages, and the likelihood of class and collective certification. Stewart Decl. ¶ 12. Claimants’
13 Counsel conducted in-depth interviews with Claimant Adons that helped Claimants’ Counsel
14 determine the hours that Sales Representatives worked and the nature of their duties, and
15 reviewed Sales Representatives’ job descriptions. *Id.* ¶ 13.

16 **C. Settlement Discussions**

17 On September 3, 2020, Claimants’ Counsel contacted CrowdStrike and invited the
18 company to engage in pre-litigation settlement discussions. Stewart Decl. ¶ 14. The Parties
19 subsequently agreed to explore a pre-suit mediation and to that end, executed an agreement to toll
20 the statute of limitations on behalf of Claimants and similarly situated Sales Representatives on
21 October 21, 2020. *Id.*

22 In advance of mediation, CrowdStrike provided Claimants’ Counsel with payroll data for
23 470 Sales Representatives as well as Claimant Adons’ personnel file, Sales Representatives’ job
24 descriptions, and company compensation plans. *Id.* ¶ 15. CrowdStrike also provided information
25 about the arbitration agreements executed by Claimant Adons and other Sales Representatives.
26 *Id.* The Parties exchanged detailed mediation statements which outlined the key arguments they
27 Manager, Inside Sales Account Manager, Renewals Specialist, Market Response Representative,
28 MRR North America, Inside Sales Rep, Sr. Sales Development Representative, and Sales
Development Representative. Settlement § 1.39.

1 would make in the course of the litigation. *Id.* Claimants’ Counsel provided CrowdStrike with a
2 detailed declaration from Claimant Adons, which described his job responsibilities and hours
3 worked and the similarities he shared with other Sales Representatives. *Id.*

4 On June 22, 2021, the Parties participated in a full-day mediation session with the
5 assistance of experienced wage and hour class and collective action mediator Tripper Ortman
6 Esq. *Id.* ¶ 16. Although the Parties did not reach a resolution that day, they continued discussing
7 the claims with the assistance of the mediator and both accepted a mediator’s proposal on June
8 23, 2021, with a memorandum of understanding as to the material terms fully executed on
9 October 7, 2021. *Id.* At all times, the Parties’ settlement negotiations were highly adversarial,
10 non-collusive, and conducted at arm’s length. *Id.* ¶ 17. During the day-long mediation, the
11 Parties discussed their relative views of the law and the facts and potential relief for the proposed
12 Settlement Class. *Id.* ¶ 18. The Parties then had extensive negotiations regarding the final
13 Settlement Agreement and executed it on June 9, 2022. *Id.* ¶ 19.

14 **III. TERMS OF THE PROPOSED SETTLEMENT**

15 **A. Eligible Employees**

16 Class Members are Sales Representatives employed by CrowdStrike in California during
17 the period October 21, 2016 through July 1, 2021 (“Class Period”), with the exception of Sales
18 Representatives who, on or before the date of preliminary approval of this settlement, have
19 released CrowdStrike from wage and hour claims for all workweeks, including and without
20 limitation, wage and hour claims released as part of a general release of claims. Settlement § 1.5.

21 Putative Collective Members are Sales Representatives employed by CrowdStrike in all
22 states except California during the period October 21, 2017 through July 1, 2021 (“FLSA
23 Period”), with the exception of Sales Representatives who, on or before the date of preliminary
24 approval of this settlement, have released CrowdStrike from wage and hour claims for all
25 workweeks, including and without limitation, wage and hour claims released as part of a general
26 release of claims. *Id.* § 1.29.

27 Private Attorneys General Act (“PAGA”) Members are exempt-classified Sales
28 Representatives employed by CrowdStrike in California between October 19, 2019 through July

1, 2021. *Id.* § 1.24.

B. Settlement Amount

The Settlement creates a Total Settlement Amount of \$2,500,000.00. Settlement § 1.43. The Total Settlement Amount covers: (1) settlement payments to Participating Class Members, Participating Collective Members, and PAGA Members, covering no more than 470 individuals;⁵ (2) Service Awards of \$12,500 to Claimant Adons and \$7,500 to Claimant Essa; (3) Claimants' Counsel's attorneys' fees of up to one-third of the Total Settlement Amount; (4) reimbursement of Claimants' Counsels' actual out-of-pocket litigation expenses of up to \$12,000; (5) the Settlement Administrator's fees and costs not to exceed \$28,000; (6) a Private Attorneys General Act Fund ("PAGA Fund") of \$25,000 (allocated 25% to PAGA Members and 75% to the California Labor and Workforce Development Agency ("LWDA")); (7) the Reserve Fund;⁶ and (8) arbitration fees and costs. *Id.* § 12.1.1; *see also id.* §§ 1.39, 1.42, 4.2, 12.3.1, 12.5. CrowdStrike will separately pay employer-side payroll taxes, in addition to the Total Settlement Amount. *Id.* § 12.1.4.

C. Release of Claims

California Class Members who do not opt out ("Participating California Class Members") will receive a Settlement Check without having to submit a claim form or take any action. *Id.* § 1.25. Participating California Class Members will release all "Released Class Claims."⁷ *Id.*

⁵ The Settlement provides that if the total number of individuals increases by more than 10 (480 total individuals), the parties agree to revisit the settlement terms and negotiate in good faith to find a mutually-agreeable solution, including changes to class and release definitions and terms. Settlement § 12.1.3. Claimants have discretion to terminate the Settlement if the total number of Class Members, Putative Collective Members, and/or PAGA Members increases by more than 20. *Id.*

⁶ The Reserve Fund is a fund of \$55,000 set aside from the set aside from the Total Settlement Amount to cover potential errors and omissions, including disputes by individuals who are not among the 470 Putative Class and Collective Members but contend they should be covered by the Settlement or disputes related to workweeks used to calculate settlement payments ("Self-Identifiers"). Settlement § 1.36. Any portion of the Reserve Fund not allocated to Self-Identifiers that the Parties agree are entitled to a Settlement Check will be distributed *pro rata* after final approval to Participating Class and Collective Members and during the check issuing process. *Id.* § 8.3.

⁷ "Released Class Claims" means any and all known and unknown California state wage and hour claims pled or reasonably related to factual and legal allegations pled in the Demand for Arbitration to be submitted pursuant to this Agreement that accrued during Class Members'

Footnote continued on next page

1 §§ 1.31, 13.1.1.

2 Participating Collective Members and Participating California Class Members who cash or
3 sign a Settlement Check will release the “Released Collective Claims.”⁸ *Id.* § 1.32, 13.1.2.

4 Additionally, PAGA Members will release the “Released PAGA Claims.”⁹ *Id.* § 13.1.6.

5 The proposed Notices describe the Released Class, Collective, and PAGA Claims, and the
6 Settlement Checks will include an acknowledgement of the release of the Released Collective
7 Claims. *Id.* §§ 1.17, 5.2, 13.1.5; Ex. A (California Class Notice) ¶ 10; Ex. B (Collective Notice)
8 ¶ 10; Ex. E (PAGA Check Enclosure Letter).

9 Additionally, in consideration of the Service Awards and Claimants’ execution of the
10 settlement, the Parties have agreed to a mutual general release. Settlement §§ 12.4.3, 13.1.7,
11 13.1.8.

12 _____
13 employment as exempt-classified Sales Representatives, relating back to the full extent of the
14 applicable statutes of limitations and continuing through September 1, 2021, including, without
15 limitations, claims pursuant to the California Labor Code and the California Business &
16 Professions Code for non-payment of wages, including minimum and overtime wages, expense
17 reimbursement, wage statements, meal period and rest break violations, waiting time penalties,
18 restitution, and related claims for interest, costs and expenses, attorneys’ fees, declaratory relief,
19 injunctive relief, liquidated damages, civil penalties, equitable remedies, and/or pre- or post-
20 judgment interest. “Released Class Claims” do not include claims that, as a matter of law cannot
21 be released. Settlement § 1.31.

22 ⁸ “Released Collective Claims” means any and all, known or unknown, wage and hour
23 claims pled or reasonably related to the factual and legal allegations pled in the Demand for
24 Arbitration to be submitted pursuant to this Agreement that accrued during Participating
25 Collective Members’ employment as exempt-classified Sales Representatives, relating back to the
26 full extent of the federal and state statutes of limitations and continuing through September 1,
27 2021, including, without limitations, claims pursuant to the Fair Labor Standards Act, 29 U.S.C.
28 § 201 *et seq.* and any state law for non-payment of wages, including minimum and overtime
wages, expense reimbursement, wage statements, meal period and rest break violations, waiting
time penalties, restitution, interest, costs and expenses, attorneys’ fees, declaratory relief,
injunctive relief, liquidated damages, civil penalties, equitable remedies, and/or pre- or post-
judgment interest. “Released Collective Claims” do not include claims that, as a matter of law
cannot be released. Settlement § 1.32.

⁹ “Released PAGA Claims” means any and all claims under PAGA pled in the operative
demand(s) that accrued during PAGA Members’ employment as exempt-classified Sales
Representatives, relating back to the full extent of the applicable statutes of limitations and
continuing through September 1, 2021, including, without limitation, all claims for penalties
(including but not limited to claims deriving from alleged meal and rest break violations),
interest, attorneys’ fees, costs and expenses, and other remedies available under PAGA.
Settlement § 1.33.

1 **D. Notice**

2 To facilitate the notice process, CrowdStrike will produce the Class List seven days after
3 the date of the Preliminary Approval Award. Settlement §§ 1.9, 5.1.

4 Within 21 days after the Preliminary Approval Award, the Settlement Administrator will
5 disseminate the Notices via First Class United States Mail, e-mail, and text message. *Id.* § 5.2.
6 The e-mail and text notifications will include a link to a website where Settlement Class Members
7 may review information about the Settlement and Putative Collective Members who are not also
8 California Class Members may submit claim forms. *Id.* §§ 4.3, 5.2. Physical mailings to Class
9 Members and Putative Collective Members will include a postage pre-paid return envelope. *Id.*
10 § 5.2. The Notices will include a description of the claims and a description of the Settlement, a
11 link to a website with additional information, the estimated amount of each Class Members' and
12 Putative Collective Members' settlement check, and the opportunity to object or opt out (for Class
13 Members), or to participate by submitting a Claim Form (for Putative Collective Members), and
14 information to appear at the Fairness Hearing, as applicable. *Id.* §§ 5.2 & Ex. A, Ex. B.

15 The Settlement Administrator will use all commercially reasonable means to confirm
16 Settlement Class Members' addresses and obtain new addresses and e-mail addresses, as
17 necessary. *Id.* § 5.3. In the event that a Notice is returned as undeliverable, physically or
18 electronically, the Settlement Administrator will attempt to obtain the correct address (or e-mail
19 address) of such person, including up to two skip traces, and shall attempt a re-mailing provided it
20 obtains a more recent address. *Id.*

21 The Settlement Administrator will send a reminder via e-mail and U.S. First Class Mail
22 postcard to each Putative Collective Member who has not opted in after the initial dissemination
23 of the Notice. *Id.* § 5.4, Ex. D.

24 California Class Members will have 60 days from the date of the initial mailing to submit
25 an opt-out form (the "Bar Date"), except for California Class Members to whom Notice was re-
26 mailed, who will have the later of the following: 60 days from the initial mailing or 30 days from
27 the date of re-mailing, whichever is later. *Id.* § 1.4. Putative Collective Members will have the
28 same amount of time to file a Claim Form. *Id.* Putative Collective Members who return their

1 Claim Forms by the Bar Date will be deemed Participating Collective Members. *Id.* § 1.6, 1.26.

2 To be effective for the purposes of becoming a Participating Collective Member, a Claim
3 Form must be post-marked, faxed, emailed, submitted/completed online, or otherwise received by
4 the Settlement Administrator by the Bar Date and include a signature in the designated area. *Id.*
5 § 5.5. To the extent a mailed Claim Form does not bear a post-mark, the Claim Form will be
6 deemed timely if the Settlement Administrator receives it within five business days of the Bar
7 Date. *Id.* Putative Collective Members who were unable to file the Claim Form by the Bar Date
8 due to good cause, such as change of address, military service, hospitalization, or other
9 extraordinary circumstances, as determined by the Settlement Administrator, shall have until
10 three days before the Fairness Hearing in which to return their Claim Form and become a
11 Participating Collective Member. *Id.*

12 **E. Distribution of Settlement Class Member Funds**

13 California Class Members do not need to take any action to participate in the Settlement
14 and will automatically receive a Settlement Check if they do not opt out. *Id.* § 1.25. Putative
15 Collective Members who are not also California Class Members will be eligible to participate in
16 the settlement and receive a Settlement Check if they submit a timely and valid Claim Form.¹⁰
17 *Id.* § 1.26. PAGA Members will be entitled to an additional PAGA Amount based on weeks
18 worked in the PAGA Period. *Id.* § 12.6.2.

19 No portion of the Total Settlement Amount will revert to CrowdStrike. Rather, if there
20 are amounts allocated to Settlement Class Members remaining in the Net Fund¹¹ after the 120-
21 day check-cashing deadline expires, the Settlement Administrator will redistribute the
22 remaining funds to Settlement Class Members who cashed their checks unless a redistribution
23 would be impractical on the basis that the amount remaining is less than the cost of a second

24 ¹⁰ Putative Collective Members who are not also Class Members and elect not to participate
25 in the Settlement will not become Participating Collective Members and therefore will not release
any FLSA claims. Settlement § 13.1.3.

26 ¹¹ Net Fund means the Total Settlement Amount less (1) Arbitrator-approved Claimants'
27 attorneys' fees and expenses; (2) Arbitrator-approved Service Awards to Claimants; (3) the
PAGA Fund; (4) arbitration fees; (5) Settlement Administrator's fees and costs; and (6) the
28 Reserve Fund (subject to the Reserve Fund reallocation, if any). Settlement § 1.16.

Footnote continued on next page

1 distribution. *Id.* § 12.2.1. In that case, any remaining amounts will be donated to Towards
2 Justice as a *cy pres* recipient.¹² *Id.* Any PAGA payment check not cashed shall revert to the
3 California unclaimed property fund under the name of the PAGA Member. *Id.* § 12.2.2.

4 The Parties have agreed to use robust efforts to ensure that checks are received by all
5 eligible Settlement Class Members. *Id.* The Settlement commits the Parties and the Settlement
6 Administrator to engage in extensive outreach to accomplish this goal. *Id.*

7 **F. Arbitration Process**

8 The Parties have agreed to submit this Settlement for approval to an arbitrator. *Id.* § 2.1,
9 The Parties have stipulated to the appointment of Mr. Hughes to act as the Arbitrator and have
10 agreed to waive their right to appeal from any decision of Arbitrator Hughes. *Id.* §§ 2.1, 2.4. All
11 Notices, Claim Forms, Settlement Checks, and related communications to Settlement Class
12 Members will include clear language regarding the arbitration of the action, and explain that, by
13 participating, Participating Collective Members, Participating Class Members, and PAGA
14 Members consent to and are bound by such process. *Id.* §§ 5(B), 13.1.5, Ex. A, Ex. B, Ex. C.
15 The Arbitration fees and costs will be paid from the Total Settlement Amount. Settlement § 2.5.

16 **G. Plan of Allocation**

17 The Settlement Administrator will determine the settlement amount for each Settlement
18 Class Member pursuant to a formula which allocates one point for each Eligible Workweek
19 worked outside of California and one and one-quarter (1.25) points for each Eligible Workweek
20 worked in California, to reflect the relative value of each claim. *Id.* § 12.6. PAGA Members will
21 be entitled to an additional PAGA Amount based on weeks worked in the PAGA Period. *Id.*
22 § 12.6.2.

23 **H. Tax Characterization**

24 One-half of the individual settlement payments to Participating California Class and
25 Collective Members will be treated as wages subject to normal tax withholdings and reported to
26 taxing authorities on an IRS Form W-2. *Id.* § 12.7.1. The other half of each Participating

27 ¹² Towards Justice is a proper *cy pres* beneficiary because it provides employment legal
28 services to workers through impact litigation and policy advocacy. Stewart Decl. ¶ 22; *see also*
Six Mexican Workers v. Arizona Citrus Growers, 904 F.2d 1301, 1307 (9th Cir. 1990).

1 California Class and Collective Member’s individual settlement Payment will be treated as
2 liquidated damages, statutory penalties, and interest, and will not be subject to tax withholding;
3 an IRS Form 1099 shall be issued for this portion. *Id.* CrowdStrike will pay the employer’s
4 portion of payroll taxes separately from the Total Settlement Amount. *Id.* § 12.1.4.

5 **I. Settlement Administrator**

6 The Parties have selected A.B. Data, Ltd. (“A.B. Data”) as the settlement claims
7 administrator (“Settlement Administrator”). Settlement §§ 1.40, 4.1. A.B. Data has agreed to
8 administer the settlement for an amount not to exceed \$28,000.00, which includes all service
9 fees, costs, and expenses. *Id.* § 4.1.

10 **J. Service Awards and Attorneys’ Fees and Costs**

11 Subject to Arbitrator approval at the Final Approval stage, Claimants’ Counsel will
12 request a Service Award of \$12,500 for Claimant Adons and \$7,500 for Claimant Essa as
13 compensation for their services rendered to the Class Members and PAGA Members. Settlement
14 § 12.4.1. These payments are intended to recognize (a) the time and effort that Claimants have
15 expended on behalf of the Class in assisting Claimants’ Counsel with the investigation and
16 settlement of their and the Settlement Class Members’ claims, and the consequent value they have
17 conferred to the Settlement Class Members, (b) the broader releases they are agreeing to in the
18 Settlement, and (c) the risk they undertook in associating their name with a lawsuit against a
19 former employer in the tight-knit technology sales industry. Stewart Decl. ¶ 43.

20 At the Final Approval stage, Claimants’ Counsel will also request an award of not more
21 than one-third of the settlement fund for attorneys’ fees¹³ plus not more than \$12,000.00 for costs

22 ¹³ Courts have routinely awarded fees in this range. *See, e.g., In re Pacific Enter. Sec. Litig.*,
23 47 F.3d 373, 379 (9th Cir. 1995) (affirming fee award equal to 33% of the common fund);
24 *Moreno v. Beacon Roofing Supply, Inc.*, No. 19 Civ. 185, 2020 WL 3960481, at *8-9 (S.D. Cal.
25 July 13, 2020) (approving \$100,000 in attorneys’ fees or 43% of the common fund and noting
26 that “[i]n cases where the common fund is under \$10 million, fees are often above 25%”);
27 *Contreras v. Worldwide Flight Servs., Inc.*, No. 18 Civ. 036, 2020 WL 2083017, at *8 (C.D. Cal.
28 Apr. 1, 2020) (awarding one-third of the settlement fund); *Puglisi v. TD Bank., N.A.*, No. 13 Civ.
637, 2015 WL 4608655, at *1 (E.D.N.Y. July 30, 2015) (same); *Behzadi v. Int’l Creative Mgmt.*
Partners, LLC, No. 14 Civ. 4382, 2015 WL 4210906, at *2 (S.D.N.Y. July 9, 2015) (same);
Garcia v. Gordon Trucking, Inc., No. 10 Civ. 0324, 2012 WL 5364575, at *10 (E.D. Cal. Oct. 31,
2012) (same).

1 and expenses. Settlement § 12.3.1.

2 **IV. ARGUMENT**

3 **A. Class Action Settlement Procedure**

4 The class action settlement approval process includes three steps: (1) preliminary approval
5 of the proposed settlement after submission to the Arbitrator of a written motion for preliminary
6 approval; (2) dissemination of notice of settlement to class members; and (3) a written motion for
7 final approval followed by a final settlement approval hearing at which class members may be
8 heard regarding the settlement and argument concerning the fairness, adequacy, and
9 reasonableness of the settlement may be presented. Herbert B. Newberg & Alba Conte, Newberg
10 on Class Actions (“Newberg”), § 13.1 (5th ed.); *Nat’l Rural Telecomm. Coop. v. DirecTV, Inc.*,
11 221 F.R.D. 523, 525 (C.D. Cal. 2004) (describing settlement approval process in which “the
12 [c]ourt first determines whether a proposed class action settlement deserves preliminary approval
13 and then, after notice is given to class members, whether final approval is warranted”).

14 Preliminary approval requires two elements. First, the Arbitrator must determine that the
15 California Class meets the requirements for class certification, pursuant to Federal Rule of Civil
16 Procedure 23(a) and (b); and second, the Arbitrator must make a preliminary determination that
17 the settlement is fair, reasonable, and adequate. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1025-
18 26 (9th Cir. 1998).

19 **B. Certification of the California Class Is Appropriate.**

20 For settlement purposes, the parties have agreed to certification of the California Class.
21 Settlement § 3.2. “The validity of use of a temporary settlement class is not usually questioned.”
22 Alba Conte & Herbert B. Newberg, 4 Newberg on Class Actions § 11:22 (4th ed. 2002).

23 **1. The Prerequisites of Fed. R. Civ. P. 23(a) Are Satisfied.**

24 **a. The California Class is Sufficiently Numerous.**

25 Federal Rule of Civil Procedure 23(a)(1) requires that the class be so numerous that
26 joinder of all members would be “impracticable.” Fed. R. Civ. P. 23(a)(1). Here, the Class meets
27 this requirement because it is estimated to include approximately 176 individuals who worked in
28 California. Stewart Decl. ¶ 25; *Whiteway v. FedEx Kinko’s Office & Print Servs., Inc.*, No. 05

1 Civ. 2320, 2006 WL 2642528, at *4 & n.3 (N.D. Cal. Sept. 14, 2006) (explaining that
2 “numerosity may be *presumed* at a level of forty members”).

3 **b. There Are Common Questions of Law and Fact.**

4 Commonality is satisfied where that there are “questions of law or fact common to the
5 class.” Fed. R. Civ. P. 23(a)(2). In examining the commonality factor, the Supreme Court has
6 stated that the focus is on whether there are common issues of fact among class members and
7 whether class treatment will “generate common *answers* apt to drive the resolution of
8 the litigation.” *Abdullah v. U.S. Sec. Assocs.*, 731 F.3d 952, 957 (9th Cir. 2013) (citing *Wal-Mart*
9 *Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011)).

10 Here, commonality is satisfied because Claimant Adons has alleged that CrowdStrike
11 maintained a single policy of classifying all Sales Representatives as exempt from overtime
12 protections, and the other claims—meal and rest breaks, wage statements, and timely pay
13 claims—are largely derivative of the misclassification question. Commonality is therefore
14 satisfied.

15 **c. The Typicality Requirement is Met.**

16 Federal Rule of Civil Procedure 23(a)(3) requires that the “claims or defenses of the
17 representative parties [be] typical of the claims or defenses of the class.” Fed. R. Civ. P. 23(a)(3).
18 Typicality “focuses on the similarity between the lead plaintiff’s legal theories and those of the
19 people he or she purports to represent.” *Whiteway*, 2006 WL 2642528, at *6. Typicality is
20 established if “representative claims are . . . reasonably co-extensive with those of absent class
21 members; they need not be substantially identical.” *Hanlon*, 150 F.3d at 1020.

22 Here, Claimant Adons’ claims are typical of Class Members’ claims because they worked
23 as Sales Representatives in California and were subject to the same policy of exempt
24 classification and related violations. Claimant Adons’ claims, therefore, arise from the same set
25 of facts and legal theories and the typicality requirement is satisfied.

26 **d. The Adequacy Requirement is Satisfied.**

27 Federal Rule of Civil Procedure 23(a)(4) requires that class representatives fairly and
28 adequately protect the interests of the class. Fed. R. Civ. P. 23(a)(4). The adequacy requirement

1 is met where class representatives: (1) have common, and not antagonistic, interests with
2 unnamed class members, and (2) will vigorously prosecute the interests of the class through
3 qualified counsel. *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 625 (1997); *Hanlon*, 150
4 F.3d at 1020.

5 Here, Claimant Adons possesses the same type of interests and suffered the same type of
6 injury as the other Class Members and has no known conflicts with any Class Member. Stewart
7 Decl. ¶ 26. Claimant Adons has hired adequate counsel who have extensive experience in
8 employment class action litigation and arbitration and have represented his interests vigorously
9 on behalf of Class Members. *Id.* ¶ 27.

10 **2. The Prerequisites of Fed. R. Civ. P. 23(b)(3) Are Satisfied.**

11 **a. Common Questions Predominate Over Any Individual Issues.**

12 “The Rule 23(a)(3) predominance inquiry tests whether proposed classes are sufficiently
13 cohesive to warrant adjudication by representation.” *Hanlon*, 150 F.3d at 1022 (quoting *Amchem*,
14 521 U.S. at 623). “The predominance inquiry asks whether the common, aggregation-enabling,
15 issues in the case are more prevalent or important than the non-common, aggregation-defeating,
16 individual issues.” *Tyson Foods v. Bouaphakeo*, 136 S. Ct. 1036, 1045 (2016) (internal quotation
17 marks omitted). Common questions predominate when “resolution of some of the legal or factual
18 questions that qualify each class member’s case as a genuine controversy can be achieved through
19 generalized proof, and if these particular issues are more substantial than the issues subject only
20 to individualized proof.” *Moore v. PaineWebber, Inc.*, 306 F.3d 1247, 1252 (2d Cir. 2002). In a
21 misclassification action like this one, courts certify class claims where there is evidence that class
22 members share “similarities” with respect to their duties and other considerations “relevant to the
23 misclassification question.” *Greko v. Diesel U.S.A., Inc.*, 277 F.R.D. 419, 428 (N.D. Cal. 2011).

24 Here, several pieces of common evidence demonstrate that the misclassification question
25 predominates over any individual issues. First, CrowdStrike’s uniform classification supports
26 certification, confirming “that the employer believes some degree of homogeneity exists among
27 the employees.” *Wells Fargo Home Mortg. Overtime Pay Litig.*, 571 F.3d 953, 957 (9th Cir.
28 2009). Second, CrowdStrike’s corporate policies define what class members primarily do (inside

1 sales). Third, CrowdStrike’s payroll data demonstrates that Class Members do not meet the
2 commission earnings prong of 29 U.S.C. § 207(i), the commissioned sales exemption, without the
3 need for any individualized inquiry. This evidence, taken together, reveals that common
4 questions of fact and law predominate.

5 **b. Superiority is Satisfied.**

6 Federal Rule of Civil Procedure 23(a)(3)’s final requirement is that “resolution of the
7 issues on a class wide basis [be] superior to other available methods available for the fair and
8 efficient adjudication of the controversy.” *Tierno v. Rite Aid Corp.*, No. 05 Civ. 2520, 2006 WL
9 2535056, at *11 (N.D. Cal. Aug. 31, 2006). This requirement is satisfied here because “there is
10 no indication[] that class members seek to individually control their cases, that individual
11 litigation is already pending in other forums, or that this particular forum is undesirable for any
12 reason.” *Id.* Furthermore, Class Members likely lack the resources or incentives to secure
13 experienced, qualified counsel or to see litigation through to completion on their own. In
14 addition, individual lawsuits from dozens of individuals would be wasteful and inefficient. *See*
15 *Whiteway*, 2006 WL 2642528 at *11 (“A class action is superior to multiple individual lawsuits.
16 The needless expenditure of additional time, effort and money that would be attendant to
17 numerous individual suits is greatly reduced, and the potential for differing outcomes is avoided
18 as well.”). Accordingly, certification of the Class is superior to any other method of resolving
19 this matter, as it will promote economy, expediency, and efficiency.

20 **3. Claimants’ Counsel Should be Appointed as Class Counsel.**

21 Federal Rule of Civil Procedure 23(g) provides that in certifying a class, a court should
22 appoint class counsel, taking into consideration four factors: (i) the work counsel has done in
23 identifying or investigating potential claims in the action; (ii) counsel’s experience in handling
24 class actions, other complex litigation, and the types of claims asserted in the action;
25 (iii) counsel’s knowledge of the applicable law; and (iv) the resources that counsel will commit to
26 representing the class. Fed. R. Civ. P. 23(g)(1)(A).

27 The proposed Class Counsel easily satisfy these criteria. Claimants’ Counsel have
28 conducted extensive investigation of this case; have vast experience in prosecuting and litigating

1 large-scale wage and hour collective and class actions such as this; have extensive knowledge of
2 this area of the law; have prosecuted numerous misclassification actions on behalf of workers in
3 the past; and have the resources to effectively prosecute this case. Stewart Decl. ¶¶ 3-11, 27.

4 **C. Conditional Certification of the Putative Collective is Appropriate.**

5 Employees alleging violation of their rights under the FLSA may bring a claim seeking
6 relief on their own behalf and on behalf of “other employees similarly situated.” 29 U.S.C.
7 § 216(b). At the conditional certification stage, courts determine whether the proposed
8 collective should be given notice. *Campbell v. City of Los Angeles*, 903 F.3d 1090, 1109 (9th
9 Cir. 2018). This stage is lenient; loosely akin to a plausibility standard. *Hernandez v. Dutton*
10 *Ranch Corp.*, No. 19 Civ. 817, 2020 WL 1274908, at *1 (N.D. Cal. Mar. 17, 2020) (quoting
11 *Campbell*, 903 F.3d at 1109). Plaintiffs are similarly situated when they share “a similar issue of
12 law or fact material to the disposition of their FLSA claims.” *Campbell*, 903 F.3d at 1117.

13 Here, Claimants have demonstrated that conditional certification is appropriate by
14 identifying a common policy that classifies them as exempt from overtime under the FLSA. *See*
15 *Karl v. Zimmer Biomet Holdings, Inc.*, No. 18 Civ. 4176, 2019 WL 2775567, at *2 (N.D. Cal.
16 July 2, 2019) (sales representatives similarly situated where they alleged they were victims of a
17 common misclassification policy).

18 **D. The Settlement Meets the Requirements for Preliminary Approval.**

19 Once the Arbitrator has found class and collective certification proper, the next step of the
20 preliminary approval process is to assess whether the settlement is “fundamentally fair, adequate,
21 and reasonable.” *Hanlon*, 150 F.3d at 1026.

22 At the preliminary approval stage, the Arbitrator “need only determine whether the
23 proposed settlement is within the range of possible approval such that there is a reason to notify
24 the class members of the proposed settlement and to proceed with a fairness hearing.” *Palacios v.*
25 *Penny Newman Grain, Inc.*, No. 14 Civ. 1804, 2015 WL 4078135, at *7 (E.D. Cal. July 6, 2015)
26 (citation and quotation marks omitted). Typically, the first-stage analysis considers only
27 “obvious deficiencies,” with preliminary approval granted if the settlement is non-collusive and
28 within the range of possible final approval. *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d

1 1078, 1079 (N.D. Cal. 2007); *see also Ruch v. AM Retail Grp., Inc.*, No. 14 Civ. 5352, 2016 WL
2 1161453, at *11 (N.D. Cal. Mar. 24, 2016) (“Preliminary approval of a settlement is appropriate
3 if the proposed settlement appears to be the product of serious, informed, non-collusive
4 negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to
5 class representatives or segments of the class, and falls within the range of possible approval.”
6 (quoting *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007))); Alba
7 Conte & Herbert B. Newberg, 4 *Newberg on Class Actions*, § 11.41 (4th ed. 2006).

8 When considering whether to grant approval, courts often “put a good deal of stock in the
9 product of an arms-length, non-collusive, negotiated resolution.” *Rodriguez v. W. Publ’g Corp.*,
10 563 F.3d 948, 965 (9th Cir. 2009). Approval is appropriate here because the proposed
11 Settlement was reached through vigorous, hard-fought, arm’s-length negotiation between
12 lawyers with significant experience. Stewart Decl. ¶ 20.

13 Courts may also assess the following factors, which are assessed in greater detail at final
14 approval. These factors are addressed below: “the extent of discovery completed and the stage of
15 the proceedings,” “the amount offered in settlement,” “the strength of the plaintiffs’ case,” “the
16 risk, expense, complexity, and likely duration of further litigation,” “the risk of maintaining class
17 action status throughout the trial,” and “the experience and views of counsel.” *Hanlon*, 150 F.3d
18 at 1026. In addition, courts review “the presence of a governmental participant” and “the reaction
19 of the class members to the proposed settlement.” *Id.* The former is not relevant, and the latter
20 cannot be gauged at this stage.

21 **1. The Settlement Provides Substantial Relief for Settlement Class**
22 **Members.**

23 “[P]erhaps the most important factor” courts consider in determining whether to grant
24 preliminary approval is “plaintiffs’ expected recovery balanced against the value of the
25 settlement offer.” *Cotter v. Lyft, Inc.*, 176 F. Supp. 3d 930, 935 (N.D. Cal. 2016) (citations and
26 internal quotation marks omitted).

27 Here, the proposed Settlement provides substantial relief to the Settlement Class relative
28 to the theoretical maximum recovery. Stewart Decl. ¶ 28. The average net award (after

1 deduction for attorneys' fees, costs, service awards, and administration) Settlement Class
2 Members stand to recover is approximately \$40.56 per workweek, with an estimated average net
3 payment (after deductions of all fees and costs) of \$3,343.97 per Settlement Class Member if all
4 of the approximately 470 Settlement Class Members participate. *Id.* By Claimants' Counsel's
5 estimation, the Total Settlement Amount represents approximately 14.5% of Settlement Class
6 Members' unpaid wages—not including liquidated damages or California Labor Code and
7 PAGA penalties—based on an estimate that Settlement Class Members worked 5 hours of
8 overtime in 80% of workweeks (to account for periods of vacations, leave, and other days off).
9 *Id.* This recovery is substantial given the litigation risks—particularly the presence of arbitration
10 agreements—and the risks in recovering the full extent of possible damages and penalties, as
11 described further below. *See, e.g., In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir.
12 2000) (gross recovery of approximately 16.67% of potential recovery adequate in light of
13 litigation risks); *Villegas v. J.P. Morgan Chase & Co.*, No. 09 Civ. 261, 2012 WL 5878390, at
14 *6 (N.D. Cal. Nov. 21, 2012) (preliminarily approving a settlement where the gross amount
15 represented approximately 15% of the potential recovery).

16 The Settlement provides that \$25,000 of the Total Settlement Amount will be allocated to
17 the Settlement of the PAGA Group's claims,¹⁴ which represents approximately 1% of the Total
18 Settlement Award.¹⁵ Settlement §§ 1.22, 12.5; Stewart Decl. ¶ 29. This recovery is reasonable
19 because of courts' discretion to reduce PAGA penalties (Cal. Lab. Code § 2699(e)(2)). *See, e.g.,*
20 *Ruch v. AM Retail Grp., Inc.*, No. 14 Civ. 05352, 2016 WL 5462451, at *7 (N.D. Cal. Sept. 28,
21 2016); *McLeod v. Bank of Am., N.A.*, No. 16 Civ. 03294, 2018 WL 5982863, at *2, *4 (N.D. Cal.
22 Nov. 14, 2018).

23 In sum, the \$2,500,000.00 common fund constitutes fair, reasonable, and adequate

24 ¹⁴ Claimant Essa gave notice to the LWDA of his intent to pursue PAGA penalties as
25 required by Cal. Lab. Code § 2699.3 and submitted a copy of the proposed settlement. Stewart
Decl. ¶ 30. The LWDA has not taken any action with regard to the notice. *Id.*

26 ¹⁵ Courts that look at the proportion of the PAGA settlement to the overall settlement
27 recovery have approved proportionate recoveries in and below this range. *See, e.g., Van Kempen*
28 *v. Matheson Tri-Gas, Inc.*, No. 15 Civ. 660, 2017 WL 3670787, at *10 (N.D. Cal. Aug. 25, 2017)
(1.4 percent); *Chu v. Wells Fargo Investments, LLC*, Nos. 05 Civ. 4526, 06 Civ. 7924, 2011 WL
672645, at *1 (N.D. Cal. Feb. 16, 2011) (less than 1 percent).

1 compensation for Settlement Class Members, in light of potential value of their claims.

2 **2. Claimants Faced Significant Risks in the Absence of Settlement.**

3 “Approval of a class settlement is appropriate when ‘there are significant barriers
4 plaintiffs must overcome in making their case.’” *Betancourt v. Advantage Human Resourcing,*
5 *Inc.*, No. 14 Civ. 1788, 2016 WL 344532, at *4 (N.D. Cal. Jan. 28, 2016) (citation omitted).
6 Claimants face substantial obstacles to a full and timely recovery here. Stewart Decl. ¶ 34.

7 As an initial matter, CrowdStrike argued that Claimants and all, or substantially all, Sales
8 Representatives were subject to individual arbitration agreements which purportedly foreclose
9 bringing or participating in a class, collective, or representative action. *Id.* While Claimants
10 might challenge the validity and enforceability of these agreements, Claimants’ Counsel are
11 experienced class action litigators and recognize the challenges associated with these arguments.
12 *Id.* If Claimants were compelled to individual arbitration, the statutes of limitations for similarly
13 situated Sales Representatives’ claims would continue to run and there would be no mechanism
14 to formally advise Sales Representatives of their legal rights. *Id.* Moreover, any Sales
15 Representative who wished to pursue a recovery would be required to participate in intensive
16 individual arbitrations, including document production, deposition testimony, and testifying at
17 the arbitration hearing, in order to recover on a misclassification claim with a relatively small
18 dollar value. *Id.*

19 Even if Claimants succeeded in challenging the arbitration agreements, the risks would
20 not end there. Among other things, first, there was a risk that Claimants would not succeed in
21 certifying or maintaining the class and collective through trial. *Id.* ¶ 35. CrowdStrike would
22 likely argue that differences among Sales Representatives’ job titles, job duties, or
23 compensation levels preclude class certification or warrant decertification of a collective, if
24 certified. Although Claimants disagree, Claimants recognize that obtaining and maintaining
25 class certification is always a significant obstacle. *Id.* CrowdStrike would also likely argue that
26 certain class and collective members signed pre-dispute arbitration agreements foreclosing class
27 and collective litigation of their claims. Although Claimants believe that at least some of the
28 arbitration agreements may be unenforceable, this injects additional certification risk. *Id.*

1 Second, a trial on the merits would involve significant risks for Claimants on liability
2 issues. CrowdStrike would argue that Sales Representatives were properly classified as
3 overtime-exempt (as administrative, executive, or highly compensated employees). *Id.* ¶ 36.
4 Although Claimants believe that Sales Representatives do not qualify them for any of the
5 relevant exemptions, Claimants' Counsel recognizes that each exemption inquiry is highly
6 contextual, and litigation of exemption defenses inherently poses significant risks. *Id.*
7 Third, a trial on the merits would entail various risks for Claimants in establishing damages.
8 CrowdStrike would claim that Settlement Class Members did not miss meal or rest breaks and
9 dispute the number of hours Sales Representatives claim to have worked. *Id.* ¶ 37. Without
10 contemporaneous records of time worked and breaks taken (which CrowdStrike did not
11 maintain), proving the existence and extent of overtime hours worked and breaks missed would
12 be an evidentiary challenge. *Id.* To establish a third year of liability and liquidated damages
13 under the FLSA, as well as waiting time and wage statement penalties, Claimants faced risk to
14 overcome CrowdStrike's various state of mind defenses—that any violations were not willful,
15 knowing, or intentional, and that compliance was attempted in good faith. *Id.* ¶ 38.

16 Fourth, Claimants recognize that the Supreme Court's decision in *Viking River Cruises,*
17 *Inc. v. Moriana*, 596 U.S. ___, 142 S. Ct. 1906 (2022) has created additional risks to pursuing
18 their PAGA claims in court. Stewart Decl. ¶ 39. While Claimants dispute the validity and
19 enforceability of the arbitration agreements, they recognize the risk of a court finding that those
20 claims must be brought individually in arbitration. *Id.*; see *Viking River Cruises*, 142 S. Ct.
21 1906. Even if Claimants could pursue their PAGA claims in court, to recover maximum PAGA
22 penalties, Claimants would need to establish that penalties should be stacked, and defeat
23 CrowdStrike's likely argument that a court or arbitrator should use its discretion to reduce
24 PAGA penalties. See Cal. Lab. Code § 2699(e)(2); see also Stewart Decl. ¶ 40.

25 Although Claimants would dispute each of CrowdStrike's arguments, Claimants face a
26 great deal of risk at the outset with respect to the arbitration agreements; a class trial and the
27 formal discovery process to prepare for it likely would be long, arduous, and risky; and even if
28 Claimants prevailed on each of their claims, they might face a lengthy post-trial damages phase

1 and appeals process. Stewart Decl. ¶ 42. In light of the myriad risks and delay that litigation
2 would entail, the proposed Settlement is in the best interests of the Settlement Class Members.
3 *Id.*

4 **3. The Extent of Discovery Supports Settlement.**

5 A settlement requires adequate discovery. The touchstone of the analysis is whether “the
6 parties have sufficient information to make an informed decision about settlement,” including
7 formal or informal discovery. *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d at 459.

8 Here, the Parties engaged in sufficient mediation discovery to recommend settlement,
9 including the exchange of substantial data, documents, and Claimant Adons’ mediation
10 declaration. Stewart Decl. ¶ 15. The Parties also exchanged extensive mediation statements
11 which outlined the evidence and the key arguments they would make in the course of the
12 litigation. *Id.* This information exchanged was more than sufficient to create an understanding
13 of the amount that is in controversy and the realistic range of outcomes of the litigation.

14 **4. Counsel’s Experience and Views Support Approval.**

15 “Great weight is accorded to the recommendation of counsel, who are most closely
16 acquainted with the facts of the underlying litigation.” *Nat’l Rural Telecomms. Coop.*, 221
17 F.R.D. at 528 (citations and internal quotations omitted). “Parties represented by competent
18 counsel are better positioned than courts to produce a settlement that fairly reflects each party’s
19 expected outcome in litigation.” *Rodriguez*, 563 F.3d at 967 (quoting *In re Pac. Enters. Sec.*
20 *Litig.*, 47 F.3d 373, 378 (9th Cir. 1995)).

21 Here, Claimants’ Counsel, Outten & Golden LLP, are some of the most experienced and
22 sophisticated plaintiffs’ employment lawyers in the area of class action employment litigation in
23 the country. Stewart Decl. ¶ 27. Based on their extensive experience and expertise in this
24 particular area of the law, Claimants’ Counsel believe that the Settlement is fair, reasonable, and
25 adequate. *Id.* ¶¶ 31-32. Claimants’ Counsel specialize in prosecuting nationwide employment
26 class actions, and over the past many years have successfully—and unsuccessfully—litigated
27 many such cases, putting them in a strong position to weigh the strengths and weaknesses of
28 Claimants’ claims. *Id.* ¶ 32.

Because all of the considerations indicate that the Settlement is fair, adequate, and reasonable, the Arbitrator should grant preliminary approval of the Settlement.

E. The Proposed Notice Is Clear and Adequate.

Federal Rule of Civil Procedure 23(c)(2)(B) provides that class members must be provided “the best notice that is practicable under the circumstances,” and the notice must include details such as the nature of the action; the claims, issues, or defenses; and the binding effect of the judgment on class members. Class members should be afforded an opportunity to request exclusion or object to the settlement. *Id.* Rule 23(e)(1)(B) requires parties issue “notice in a reasonable manner to all class members who would be bound by the proposal.”

Notice of a class settlement is generally satisfactory if it “describes the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard.” *Churchill Village, L.L.C. v. General Electric*, 361 F.3d 566, 575 (9th Cir. 2004) (citation and internal quotations omitted). Notice sent to “each class member who can be identified through reasonable effort” generally constitutes reasonable notice. *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 176 (1974).

Here, the Notices provide the required information and are clear and concise. *See* Settlement, Ex. A, Ex. B. The Notices include a description of the claims and the Settlement; information about the arbitration process; the allocation of the Settlement fund, including an estimate of each Settlement Class Member’s settlement share, the requests for the Service Awards and Claimants’ Counsel’s attorneys’ fees and costs, and the other payments that will be deducted from the Settlement fund; the opportunity (and consequences) of objecting, opting out, or participating in the Settlement; and the opportunity to appear at the Fairness Hearing (including through one’s own counsel). *Id.* § 5.1, Ex. A, Ex. B. The Notices are written in plain English and are organized and formatted so as to be as clear as possible. They are based on one of the model notice forms provided by the Federal Judicial Center on its website. The Notices encourage Settlement Class Members to contact Class Counsel or the Settlement Administrator with any questions, and provides their telephone, mail, and e-mail contact information. *Id.* Ex. A, Ex. B.

1 The manner of dissemination of the Notices is also consistent with modern best practices
2 set forth by the Federal Judicial Center and negotiated and agreed upon by all counsel. The
3 Settlement Administrator will use all commercially reasonable means to confirm Settlement Class
4 Members' addresses and obtain new addresses as necessary, including electronic mail addresses,
5 *id.* § 5.3; disseminate the Notices via physical mailings, e-mail, text message, and a website, *id.*
6 § 5.2; and disseminate reminder notices, *id.* § 5.4, Ex. D.

7 The foregoing notice plan provides the best notice practicable under the circumstances
8 and will provide Settlement Class Members with a full and fair opportunity to consider the terms
9 of the proposed Agreement and make a fully informed decision on whether to participate, object,
10 or opt out of the Settlement.

11 **F. A Final Approval Hearing Should Be Scheduled.**

12 The last step in the settlement approval process is the fairness hearing, after which the
13 Arbitrator will make a final determination that the settlement is fair, reasonable, and adequate.
14 The following schedule sets forth a proposed sequence for the relevant dates, assuming the
15 Arbitrator grants preliminary approval of the Settlement:
16
17
18
19
20
21
22
23
24
25
26
27
28

<u>Event</u>	<u>Date</u>
Preliminary Approval of Settlement	_____
Deadline for Respondents to Provide Class List and Releases to Settlement Administrator per Section 5.1	[7 days from Preliminary Approval Award]
Deadline to Mail, Email, and Text Class Notice to Class Members and Putative Collective Members	[21 days from Preliminary Approval Award]
Deadline for Class Members to Submit Objections or Opt-Out Form and for Putative Collective Members to Submit Claim Form	[60 days from date of initial mailing or 45 days from date of remailing, whichever is later]
Deadline to file Motions for Final Approval, Attorneys' Counsel Costs & Fees, and Class Representative Service Awards ("Application for Final Approval")	[130 days from Preliminary Approval Award] ¹⁶
Fairness hearing	[137 days from Preliminary Approval Award]

V. CONCLUSION

Claimants' motion is filed in connection with the Parties' Settlement Agreement. Therefore, Respondent CrowdStrike is not opposed to the relief sought for settlement purposes.

For the foregoing reasons, Claimants respectfully request that the Arbitrator:

(1) determine that this approval process may proceed on behalf of a class pursuant to Federal Rule of Civil Procedure 23(b) and 29 U.S.C. § 216(b); (2) conditionally certify the proposed Rule 23 class solely for purposes of effectuating this Settlement; (3) designate the action as a collective action under the FLSA; (4) appoint Claimant Adons as Class Representative of the non-PAGA California class claims and Claimant Essa as Class Representatives of the PAGA claims; (5) appoint Claimants' Counsel as Class Counsel; (6) grant preliminary approval of the Parties'

¹⁶ To avoid undue delay, the Parties agreed that means the Bar Date is 60 Days from the date of the initial mailing of Notices, and 45 Days from the date of re-mailing, whichever is later. See Settlement § 1.4. The longest potential period for receipt of materials following re-mailings will be 126 days after the Preliminary Approval Award.

Footnote continued on next page

1 Settlement; (7) approve the dissemination of the proposed Notices pursuant to Federal Rule 23(c)
2 and (e); and (8) schedule a final approval hearing.¹⁷

3
4 Dated: New York, New York
5 August 22, 2022

Respectfully submitted,

6 By: /s/ Melissa L. Stewart
7 Melissa L. Stewart
8 OUTTEN & GOLDEN LLP
9 685 Third Avenue, 25th Floor
10 New York, NY 10017
11 Telephone: (212) 245-1000
12 Facsimile: (646) 509-2060
13 E-mail: mstewart@outtengolden.com

14 Hannah Cole-Chu
15 OUTTEN & GOLDEN LLP
16 601 Massachusetts Ave. NW, 200W
17 Washington, D.C. 20001
18 Telephone: (202) 847-4400
19 Facsimile: (202) 847-4410
20 Email: hcolechu@outtengolden.com

21 *Attorneys for Claimants and the Proposed*
22 *Class and Collective*

23
24
25
26
27
28

¹⁷ A Proposed Preliminary Approval Award is attached as Exhibit 2 to the Stewart Declaration.