

SETTLEMENT AGREEMENT AND RELEASE

Claimants Jack Adons and Samir Essa (“Claimants”) and Respondent CrowdStrike, Inc. (“CrowdStrike” or “Respondent”) (collectively with Claimants, the “Parties”) hereby enter into this Settlement Agreement and Release (the “Agreement”) to resolve the wage and hour claims of Claimants and class and collective members, as defined below.

RECITALS

- A. WHEREAS, on September 3, 2020, Claimants’ counsel sent Respondent a letter in which they asserted that Respondent misclassified its Sales Representatives (defined below) as exempt from overtime, and invited Respondent to engage in settlement negotiations;
- B. WHEREAS, on or around October 21, 2020, the Parties executed a tolling agreement to toll the limitations periods for the wage and hour claims of Claimant Jack Adons, Sales Development Representatives, and other current or former CrowdStrike employees whose claims involve material factual and legal similarities;
- C. WHEREAS, on or around November 9, 2020, the Parties agreed to attend a mediation to explore the possibility of a resolution of the threatened wage and hour claims;
- D. WHEREAS, on or around December 21, 2020 and July 21, 2021, the Parties executed renewed tolling agreements to toll the limitations periods for the wage and hour claims of Claimant Jack Adons, Sales Development Representatives, and other current or former CrowdStrike employees whose claims involve material factual and legal similarities;
- E. WHEREAS, on June 22, 2021, the Parties participated in a full-day mediation session with the assistance of experienced wage and hour class and collective action mediator Tripper Ortman, and reached a settlement in principle of the claims, with a memorandum of understanding fully executed on October 7, 2021;
- F. WHEREAS, based upon their analysis and their evaluation of a number of factors, and recognizing the substantial risks of litigation, including the possibility that the claims, if not settled now, might result in a recovery less favorable to Claimants and class and collective members, and that might not occur for several years, Claimants’ counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that the Agreement is in the best interests of Claimants and class and collective members;
- G. WHEREAS, Respondent has denied and continues to deny all allegations made by Claimants, but has agreed to settle the disputed issues on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of litigating these claims; and
- H. NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties agree to a full and complete settlement on the following terms and conditions:

1. DEFINITIONS

The defined terms set forth in this Agreement have the meanings ascribed to them below.

- 1.1. **Agreement** means this Settlement Agreement and Release.
- 1.2. **Application for Final Approval** means documents and materials to be filed with the Arbitrator pursuant to Section 9, seeking final approval of the settlement, attorneys' fees and expenses, and Service Awards.
- 1.3. **Arbitrator** means Hunter Hughes III.
- 1.4. **Bar Date** means the date that is sixty (60) days from the date of the initial mailing of Notices, except for Class Members and Putative Collective Members to whom Notice is re-mailed, for whom the Bar Date shall be sixty (60) days from the initial mailing or thirty (30) days from the date of re-mailing, whichever is later. The Bar Date is the date by which any Putative Collective Member who wishes to qualify as a Participating Collective Member must timely file a Claim Form pursuant to Section 5.5, and the deadline for Objections or Class Members' Opt-out Statements, if any.
- 1.5. **Class Members** means Sales Representatives employed by CrowdStrike in California during the period October 21, 2016 through July 1, 2021 ("Class Period"), but excludes Sales Representatives who, on or before the date of preliminary approval of this settlement, have released CrowdStrike from wage and hour claims for all workweeks, including and without limitation, wage and hour claims released as part of a general release of claims.
- 1.6. **Claim Form** means the form that Putative Collective Members must return by the Bar Date to become Participating Collective Members. The Claim Form is subject to approval by the Arbitrator. A copy of the Claim Form will be attached to the Notices.
- 1.7. **Claimants** means Jack Adons and Samir Essa.
- 1.8. **Class Counsel** means Outten & Golden LLP.
- 1.9. **Class List** means the list of all Class and Putative Collective Members, including their names, last known personal addresses, last known personal telephone numbers, last known personal email addresses, social security numbers, and dates and locations (State) of employment with CrowdStrike as Sales Representatives.
- 1.10. **Eligible Workweek** means each week worked by an exempt-classified Sales Representative during the relevant Class Period, October 21, 2016 through July 1, 2021.
- 1.11. **Eligible PAGA Workweek** means each week worked by an exempt-classified

PAGA Member during the relevant PAGA Period, October 21, 2019 through July 1, 2021.

- 1.12. **Employer Payroll Taxes** means all taxes and withholdings an employer is required to make pursuant to federal, state, and/or local law arising out of or based upon the payment of employment compensation in this Action, including but not limited to FICA, FUTA, and SUTA obligations.
- 1.13. **Fairness Hearing** means the hearing before the Arbitrator relating to the application for Final Approval.
- 1.14. **Final Approval Award** means the Award entered by the Arbitrator after the Fairness Hearing, approving the terms and conditions of this Agreement, authorizing distribution of the Settlement Checks, Service Awards, and attorneys' fees and costs.
- 1.15. **Funding Date** means the date Respondent shall pay the Total Settlement Amount to a Qualified Settlement Fund established by a third-party settlement administrator.
- 1.16. **Net Fund** means the Total Settlement Amount less (1) Arbitrator-approved Claimants' 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 Reserve Fund, subject to the reallocation of the Reserve Fund to the Net Fund pursuant to Section 8.
- 1.17. **Notice or Notices** means the Arbitrator-approved Notice of Proposed Class Action Settlement (for Class Members) and Notice of Proposed Collective Action Settlement (for Putative Collective Members who are not also Class Members) as authorized in the Preliminary Approval Award, substantially in the form of Exhibits A-C.
- 1.18. **Objector** means an individual who properly files an Objection to the Settlement and does not include any Class Member who opts-out of this settlement or any Putative Collective Member who does not opt in to this Settlement.
- 1.19. **Opt-out Statement** is a written, signed statement that an individual Class Member has decided to opt out and be excluded from this settlement.
- 1.20. **PAGA** means The Labor Code Private Attorneys General Act, Cal. Labor Code §§ 2698-2699.5.
- 1.21. **PAGA Check Enclosure Letter** means the letter attached hereto as Exhibit E which the Settlement Administrator shall mail to PAGA Members together with the Settlement Check for the PAGA Member's Net PAGA Amount.

- 1.22. PAGA Fund** means \$25,000 of the Total Settlement Amount that is attributed to the settlement of the PAGA claims of PAGA Members. Seventy-five percent (75%) of the PAGA Fund, or Eighteen Thousand Seven Hundred and Fifty Dollars (\$18,750) shall be paid to the California Labor and Workforce Development Agency (“LWDA”) and twenty-five percent (25%), or Six Thousand Two Hundred and Fifty Dollars (\$6,250) of the PAGA Fund shall be paid to the PAGA Members (“PAGA Payment”) as set forth in Section 12.6.2 below.
- 1.23. PAGA Members** means exempt-classified Sales Representatives employed by CrowdStrike in California at any time during the PAGA Period.
- 1.24. PAGA Period** means October 19, 2019 through July 1, 2021.
- 1.25. Participating Class Members** means all Class Members who do not timely submit Opt-Out Statements before the Bar Date.
- 1.26. Participating Collective Members** means all Putative Collective Members who timely submit opt-in forms within the deadline set forth by the Parties and/or the Arbitrator.
- 1.27. Preliminary Approval Award** means the Order entered by the Arbitrator: (i) certifying the Class under Fed. R. Civ. P. 23 solely for the purpose of approving the Agreement; (ii) conditionally certifying the Fair Labor Standards Act (“FLSA”) Collective pursuant to 29 U.S.C. § 216(b) solely for the purpose of approving the Agreement; (iii) preliminarily approving the terms and conditions of this Agreement; (iv) appointing Class Counsel as defined above; (v) directing the manner and timing of providing Notice to the Class and Putative Collective Members; and (vi) setting dates to effectuate the terms of this Agreement, including the date of the Fairness Hearing.
- 1.28. Preliminary Approval Date** means the date on which the Arbitrator enters the Preliminary Approval Award.
- 1.29. Putative Collective Members** means Sales Representatives employed by CrowdStrike in all states except California during the period October 21, 2017 through July 1, 2021 (“FLSA Period”), but excludes Sales Representatives who, on or before the date of preliminary approval of this settlement, have released CrowdStrike from wage and hour claims for all workweeks, including and without limitation, wage and hour claims released as part of a general release of claims.
- 1.30. Qualified Settlement Fund or QSF** means the account established by the Settlement Administrator for the Total Settlement Amount paid by Respondent. The QSF will be controlled by the Settlement Administrator subject to the terms

of this Agreement and the Arbitrator's Preliminary Approval Award and Final Approval Award.

- 1.31. 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' 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 limitations, claims pursuant to the California Labor Code and the California Business & Professions Code, including minimum and overtime wages, expense reimbursement, wage statements, meal period and rest break violations, waiting time penalties, restitution, and related claims for interest, costs and expenses, attorneys' fees, declaratory relief, injunctive relief, liquidated damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest. "Released Class Claims" do not include claims that, as a matter of law cannot be released.
- 1.32. Released Collective Claims** means any and all, known or unknown, wage and hour claims pled or reasonably related to the factual and legal allegations pled in the Demand for Arbitration to be submitted pursuant to this Agreement that accrued during Participating Collective Members' employment as exempt-classified Sales Representatives, relating back to the full extent of the federal and state statutes of limitations and continuing through September 1, 2021, including, without limitations, claims pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* and any state law, 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.
- 1.33. 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.
- 1.34. Releasees** means (i) Respondent and its past and/or present and future parents, subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any other legal entities, whether foreign or domestic, that are owned or controlled by Respondent, including, but not limited to, CrowdStrike Holdings, Inc. and (ii) the past and/or present shareholders, officers, directors, members, investors, agents, employees, agents, consultants, representatives, fiduciaries, insurers, attorneys,

legal representatives, predecessors, successors, and assigns of the entities listed in (i).

- 1.35. **Reminder** means the text set forth in Exhibit D hereto, which the Settlement Administrator shall send via e-mail and First Class U.S. Mail postcard to Putative Collective Members who have not returned a Claim Form thirty (30) days after the initial dissemination of the Notice.
- 1.36. **Reserve Fund** means the fund of Fifty-Five Thousand Dollars (\$55,000.00) 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”).
- 1.37. **Respondent or “CrowdStrike”** means CrowdStrike, Inc.
- 1.38. **Respondent’s Counsel** means Littler Mendelson, P.C.
- 1.39. **Sales Representatives** means the 470 individuals included in the data summary produced by CrowdStrike on September 20, 2021, which includes individuals who worked for CrowdStrike in the following exempt-classified job titles: Account Manager, Corporate Account Executive, SMB Account Executive, Corporate Account Manager, Inside Channel Account Manager, Channel Account Manager, Corporate Channel Account Manager, Inside Account Manager, Inside Sales Account Manager, Renewals Specialist, Market Response Representative, MRR North America, Inside Sales Rep, Sr. Sales Development Representative, and Sales Development Representative.
- 1.40. **Settlement Administrator** means A.B. Data, Ltd., the qualified administrator selected pursuant to Section 4.1 to disseminate the Notice, administer the calculation, allocation, and distribution of the QSF, and perform the administrative duties set forth in Section 4.3.
- 1.41. **Settlement Checks** means checks issued to Participating Collective Members and Participating Class Members for their share of the Net Fund, calculated in accordance with this Agreement; and checks issued to PAGA Members for their share of the PAGA Fund, calculated in accordance with this Agreement.
- 1.42. **Service Award** means the awards the Arbitrator approves to be paid to Claimant Jack Adons of up to Twelve Thousand Five Hundred Dollars (\$12,500.00) and Claimant Samir Essa of up to Seven Thousand Five Hundred Dollars (\$7,500.00) in recognition for their service as Class Representatives.
- 1.43. **Total Settlement Amount** refers to Two Million Five Hundred Thousand Dollars (\$2,500,000.00), the maximum amount Respondent has agreed to pay, with the

sole exception of Employer Payroll Taxes as discussed in Section 12.1.4.

2. ARBITRATION OF CLASS AND COLLECTIVE SETTLEMENT APPROVAL

- 2.1. Agreement to Arbitrate.** The Parties agree to submit this Settlement for approval to the Arbitrator. The Parties will ask the Arbitrator to approve this Settlement by granting preliminary approval and ultimately final approval of this Settlement, as specified in this Agreement. This Agreement to Arbitrate does not apply to any matter other than the approval and implementation of this Settlement Agreement, and has no effect on any existing arbitration agreements between CrowdStrike and any of its employees, outside of this matter. The Parties have agreed to waive their right to appeal from any decision of the Arbitrator.
- 2.2. Arbitration Demand.** Pursuant to the terms of this Agreement including Section 3.1, Class Counsel will file with the Arbitrator a Demand for Arbitration on behalf of Claimants, Class Members, Putative Collective Members, and PAGA Members to initiate the Arbitration. The Demand shall specifically seek approval and enforcement of this Settlement Agreement and shall limit the Arbitrator's jurisdiction accordingly. Attached hereto as Exhibit F is a copy of the Demand for Arbitration that will be filed.
- 2.3. Arbitration Procedures.** The Parties acknowledge that for settlement purposes only, all class or collective action matters overseen by the Arbitrator are subject to Fed. R. Civ. P. 23 and 29 U.S.C. § 216(b), subject to the terms agreed upon by the Parties herein.
- 2.4. Appointment of Arbitrator.** The Parties agree to the appointment of the Hunter Hughes III to act as the Arbitrator.
- 2.5. Costs of Arbitration.** All arbitration fees shall be paid from the Total Settlement Amount.

3. APPLICATION FOR PRELIMINARY APPROVAL

- 3.1. Timing.** Within seven (7) days after the execution of this Agreement, Class Counsel will file a PAGA Notice of California Labor Code Claims against CrowdStrike, Inc. ("PAGA Notice") with the LWDA. If after the 60-day waiting period required under Cal. Lab. Code § 2699.3(2)(A) the LWDA does not contact Class Counsel notifying them of its intent to investigate, Class Counsel shall file the Arbitration Demand and a Motion for Preliminary Settlement Approval ("Preliminary Approval Motion") 65 days after the date Class Counsel filed the PAGA Notice. Class Counsel will send counsel for CrowdStrike a draft of the Preliminary Approval Motion no later than four days prior to filing and will consider in good faith any comments from counsel for CrowdStrike, which counsel for CrowdStrike will provide within two days.
- 3.2. Content.** The Preliminary Approval Motion shall include: (i) the proposed

Notices, Claim Forms, and Reminder attached hereto as Exhibits A-D; (ii) a proposed Preliminary Approval Award; and (iii) the necessary documents, memorandum, affidavits, and exhibits for purposes of certifying a Class and Collective under Fed. R. Civ. P. 23 and 29 U.S.C. § 216(b), for settlement purposes only, and preliminarily approving the Agreement. The Preliminary Approval Motion also will seek the setting of the Bar Date for Putative Collective Members to submit Claim Forms, for Class Members to object to this Agreement, and for Class Members to opt-out. The Preliminary Approval Motion will also request that the Arbitrator schedule a Fairness Hearing for Final Approval of the settlement before the Arbitrator at the earliest practicable date.

4. SETTLEMENT ADMINISTRATOR

- 4.1. Retention.** Class Counsel has selected A.B. Data, Ltd. to serve as settlement administrator, with Respondent's approval.
- 4.2. Settlement Administration Costs.** The Settlement Administrator's costs and expenses, not to exceed \$28,000, shall be paid from the Total Settlement Amount.
- 4.3. Responsibilities of the Settlement Administrator.** The Settlement Administrator shall be responsible for: preparing, printing, and disseminating to Class Members and Putative Collective Members the Notices, Claim Forms, and reminders, as provided herein; performing a skip trace up to two (2) times and resending, within one day of receipt, any Notice and Claim Form returned without a forwarding address or resending to those with a new forwarding address; responding to requests or communications made by the Parties; preparing, monitoring, and maintaining a website where Class Members can review additional information regarding the settlement and submit a Claim Form; promptly furnishing to counsel for the Parties copies of any Objections and Opt-Out Statements that the Settlement Administrator receives; receiving, retaining, and reviewing the Claim Forms submitted by Class Members; providing counsel for the Parties with copies of all Claim Forms submitted by Participating Collective Members; keeping track of Opt-Out Statements, Objections, or otherwise, including maintaining the original mailing envelope in which the request was mailed; providing Class Counsel with a list of the names, addresses, and contact information for Participating Collective Members and Participating Class Members after court confirmation of the Final Approval Award in the Superior Court for the County of Santa Clara, California; distributing the Settlement Checks to Participating Collective Members, Participating Class Members, and PAGA Members, including the PAGA Check Enclosure Letter for PAGA Members; preparing, sending, and/or wire transferring Class Counsel's approved attorneys' fees and costs; mailing the Service Awards in accordance with this Agreement and the Final Approval Award; remitting required amounts to the LWDA pursuant to the provisions of PAGA and the terms of this Agreement; referring to Class Counsel all inquiries by Class Members regarding matters not within the Settlement Administrator's duties specified herein; responding to inquiries of Class Counsel and Respondent's Counsel consistent

with the Settlement Administrator's duties specified herein; promptly apprising counsel for the Parties of the activities of the Settlement Administrator; maintaining adequate records of its activities, including the dates of the mailing of Notices and mailing and receipt of Claim Forms, returned mail and other communications and attempted written or electronic communications with Class Members, confirming in writing to Class Counsel and Respondent's Counsel its completion of the administration of the Agreement; timely responding to communications from the Parties and their counsel; calculating the settlement amounts; reporting on the status of the settlement to the Parties on a weekly basis; notifying counsel for all Parties of all timely and untimely submissions; providing a compliance affidavit in connection with the Application for Final Approval; providing Respondent's Counsel with a redacted photocopy of each endorsed settlement check; locating Class Members, including calling Class Members, if necessary; establishing and administering the QSF; calculating and paying, as provided herein, all appropriate taxes and complying with all applicable tax reporting obligations, including preparing and filing all applicable tax forms; handling the California unclaimed property process for any Settlement Check to a Participating Class Member or PAGA Member not cashed; determine which Sales Representatives and/or Workweeks shall be excluded from the definition of Putative Collective Members or Class Members because Sales Representatives released wage and hour claims for all or some Workweeks on or before the date of preliminary approval of this settlement; and such other tasks as set forth herein, or as the Parties mutually agree.

- 4.4. Access to the Settlement Administrator.** The Parties will have equal access to the Settlement Administrator throughout the claims administration period. Respondent shall provide the Settlement Administrator with the information necessary to calculate the estimated settlement amounts and Settlement Checks for the Putative Collective Members and Class Members after preliminary approval and prior to sending notice; and again, after final approval, for Participating Class Members, Participating Collective Members, and PAGA Members. Both Parties shall reasonably assist the Settlement Administrator in locating Class Members, Putative Collective Members, and PAGA Members.

5. NOTICE AND CLAIM FORMS TO CLASS MEMBERS

- 5.1. Class List.** Within seven (7) days of the date of the Preliminary Approval Award, Respondent's Counsel shall provide the Settlement Administrator with the Class List. At the same time, CrowdStrike shall provide the settlement administrator with copies of release(s) executed by those Sales Representatives, to allow the administrator to determine which should be excluded from the definition of Putative Collective Members or Class Members. Within one week of receiving the Class List, the Settlement Administrator will provide Class Counsel with the number of individuals and total number of workweeks in the Class List. In the event the number of individuals on the Class List exceeds 480, the Settlement Administrator shall be provided with a copy of the data summary produced by

CrowdStrike on September 20, 2021 and asked to identify the total number of workweeks worked by individuals on the Class List who were not included in said data summary for purposes of allowing the parties to meet their obligations under Section 12.1.3 (“Increase in Net Fund”).

- 5.2. Notices.** The Notices will include a description of the claims and a description of this Agreement, a website with additional information regarding the settlement, the estimated amount of each Class Members’ and Putative Collective Members’ Settlement Check, and the opportunity to object or opt out (for Class Members), or to participate by filing a Claim Form (for Putative Collective Members), and/or appear at the Fairness Hearing, as applicable. Within twenty-one (21) days of the Preliminary Approval Date, the Settlement Administrator shall send to all Class Members and Putative Collective Members, via First Class U.S. Mail, e-mail, and text message, the Arbitrator-approved Notice and Claim Form, enclosing a postage pre-paid return envelope.
- 5.3. Skip Trace and Re-mailing.** The Settlement Administrator will use all commercially reasonable means to confirm the mailing address, email address, and cell phone numbers of Class Members, Putative Collective Members, and PAGA Members, and obtain new mailing or email addresses or cell phone numbers as necessary. In the event that a Notice and Claim Form mailed to a Class Member is returned as undeliverable, the Settlement Administrator shall attempt to obtain the correct mailing address of such person, including up to two (2) skip traces, and shall attempt a re-mailing provided it obtains a more recent address. The Settlement Administrator shall also mail, email, and/or send via text message a Notice and/or Claim Form to any Class Member or Putative Collective Member who contacts the Settlement Administrator or Class Counsel during the time period between the initial mailing of the Notice and the Bar Date and requests a Notice and Claim Form. The Settlement Administrator shall ensure that all text messages sent to Class Members or Putative Collective Members are compliant with the TCPA. No remailings shall be completed after the close of the original 60-day period.
- 5.4. Reminder.** The Settlement Administrator shall send the reminder attached hereto as Exhibit D via e-mail and First Class U.S. Mail postcard to each Putative Collective Member who has not opted in after the initial dissemination of the Notice.
- 5.5. Bar Date.** The Bar Date shall be sixty (60) days from the date of the initial mailing, except for Class Members to whom Notice was re-mailed, for whom the Bar Date shall be the later of the sixty (60) days from the initial mailing or thirty (30) days from the date of re-mailing (“Remailing Notice Period”). Putative Collective Members who return their Claim Forms by the Bar Date will be deemed Participating Collective Members. To be effective for the purposes of becoming a Participating Collective Member, a Claim Form must be post-marked, faxed, emailed, submitted/completed online, or otherwise received by the

Settlement Administrator by the Bar Date and include a signature in the designated area. To the extent a mailed Claim Form does not bear a post-mark, the Claim Form will be deemed timely if the Settlement Administrator receives it within five (5) business days of the Bar Date. Putative Collective Members who were unable to file the Claim Form by the Bar Date due to good cause, such as change of address, military service, hospitalization, or other extraordinary circumstances, as determined by the Settlement Administrator, shall have until three (3) days before the Fairness Hearing in which to return their Claim Form and become a Participating Collective Member.

- 5.6.** For the purposes of this Agreement, Claimants are deemed to be Participating Class Members, Participating Collective Members, and PAGA Members, as relevant, and are not required to file a Claim Form.

6. CLASS MEMBER OPT-OUTS

- 6.1.** Class Members who choose to opt-out of the settlement as set forth in this Agreement must mail via First Class U.S. Mail, a written, signed statement to the Settlement Administrator that states they are opting out of the Settlement, and include their name, address, telephone number, and a statement indicating their intention to opt-out, such as: “I opt out of the CrowdStrike wage and hour settlement.” (“Opt-out Statement”). To be effective, an Opt-out Statement must be post-marked or otherwise received by the Bar Date, and must be signed by the Class Member. Opt-out Statements must be exercised individually by the Class Member. Attempted collective group, class, or subclass requests for exclusion or Opt-out Statements shall be ineffective and disregarded by the Settlement Administrator.
- 6.2.** Claimants may not opt-out or otherwise seek to be excluded from the settlement or the Agreement.
- 6.3.** Notwithstanding the submission of a timely Opt-out Statement, Class Members will still be bound by the settlement and release of the PAGA Claims or remedies under the Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Opt-out Statements and/or requests for exclusion do not apply to the PAGA Claims, and will not be effective to preclude the release of the PAGA Claims.
- 6.4.** The Settlement Administrator will stamp the received date on the original of each Opt-out Statement that it receives and shall serve copies of each Opt-out Statement on Class Counsel and Respondent’s Counsel not later than three (3) business days after receipt. The Settlement Administrator shall provide all Opt-out Statements in its compliance affidavit to be filed with the Application for Final Approval. The Settlement Administrator will retain the stamped originals of all Opt-out Statements and originals of all envelopes accompanying Opt-out Statements in its files until such time as the Settlement Administrator is relieved of its duties and responsibilities under this Agreement.

7. OBJECTIONS TO SETTLEMENT

- 7.1.** Participating Class Members who wish to present objections to the settlement or the Agreement at the Fairness Hearing must first do so in writing (“Objection”). To be considered, such Objection must be mailed to the Settlement Administrator via First Class U.S. Mail and post-marked or otherwise received by the Bar Date. The Objection must include all reasons for objection to the settlement or the Agreement, and any supporting documentation. The Objection must also include the name, address, and telephone number for the Class Member making the objection (the “Objector”). The Objection must be signed by the Objector. Objections must be exercised individually by the Class Member. Attempted collective group, class, or subclass Objections shall be ineffective and disregarded by the Settlement Administrator.
- 7.2.** The Settlement Administrator will stamp the date received on the original and send copies of each Objection, supporting documents, as well as a copy of the Notice and Claim Form mailed to the Objector, to Class Counsel and Respondent’s Counsel by email no later than three (3) days after receipt of the objection. A Class Member who opts out may not object. A Putative Collective Member who does not opt in may not object.
- 7.3.** An Objector has the right to appear at the Fairness Hearing either on their own behalf or through counsel hired by the Objector. An Objector who wishes to appear at the Fairness Hearing must state their intention to do so in writing on their written Objection at the time they submit their written Objection. An Objector may withdraw their Objection at any time.
- 7.4.** The Parties may file with the Arbitrator written responses to any Objections no later than three (3) days before the Fairness Hearing.

8. EFFECT OF SELF-IDENTIFIERS

- 8.1.** If, prior to the end of the Notice Period, any individual who is not among the 470 Class Members and Putative Collective Members contacts Class Counsel or the Settlement Administrator and contends they should be covered by the Settlement (“Self-Identifier”), and the Parties agree that the Self-Identifier meets the definition Sales Representative under this Agreement but for the fact that the Self-Identifier does not appear on the list of 470 individuals provided by CrowdStrike, the individual may be included if the Parties agree.
- 8.2.** The settlement payment to any Self-Identifier will be paid out of the Reserve Fund.
- 8.3.** 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.

9. FAIRNESS HEARING AND APPLICATION FOR FINAL APPROVAL

- 9.1.** After the Bar Date, in accordance with the schedule set by the Arbitrator in the Preliminary Approval Award and in advance of the Fairness Hearing, Class Counsel shall file supporting documents and materials for Final Approval of the Settlement (“Application for Final Approval”). The Application for Final Approval will include a compliance affidavit from the Settlement Administrator; an application for attorneys’ fees, costs, and Service Awards; supporting affidavits and documents from Class Counsel regarding the fairness, adequacy, and reasonableness of the Settlement or any aspect related to this Agreement; and a proposed Final Approval Award.
- 9.2.** At the Fairness Hearing and through the Application for Final Approval, the Parties shall request that the Arbitrator, among other things: (1) finally certify the Class for purposes of settlement only, and include the names of those who have opted out of the settlement; (2) approve the Settlement and this Agreement as fair, reasonable, adequate, and binding on all Participating Class Members and all Participating Collective Members; (3) order the Settlement Administrator to distribute Settlement Checks to the Participating Collective Members and Participating Class Members, and PAGA Payments and the PAGA Notice to PAGA Members; (4) approve the Service Awards, attorneys’ fees and costs, administration expenses, and other payments to be made from the QSF; (5) order dismissal with prejudice of all Released Class Claims, Released PAGA Claims, and Released Collective Claims (with the exact language of each set forth in the order itself) asserted in the Arbitration, as set forth herein; (6) order entry of the Final Approval Award in accordance with this Agreement; and (7) retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the settlement contemplated hereby.

10. SUBMISSION OF FINAL APPROVAL AWARD FOR COURT APPROVAL

- 10.1. Court Approval of the Final Approval Award.** Within seven (7) days of the Arbitrator’s entry of the Final Approval Award, Crowdstrike will submit a petition for confirmation of the Final Approval Award in the Superior Court for the County of Santa Clara, California, including all necessary attachments, subject to review and approval by Claimant’s counsel. The Parties will take all reasonable steps to ensure that the court confirms the Final Approval Award and to achieve confirmation as quickly as possible.

11. TERMINATION OF AGREEMENT

- 11.1. Grounds for Settlement Termination.** Either Party may only terminate the Agreement if the Arbitrator declines to enter the Preliminary Approval Award or Final Approval Award, or if the Superior Court fails to confirm the Arbitrator’s

Final Approval Award, except if the Arbitrator declines to enter the Preliminary Approval Award or Final Approval Award due solely to (1) the amount of attorneys' fees or costs sought by Class Counsel, and/or (2) the amount of Claimants' Service Awards. This Agreement is not contingent upon approval by the Arbitrator of Class Counsel's application for attorneys' fees or Claimants' Service Awards, and if the Arbitrator approves the settlement payment amount allocated to the Class Members as set forth in this Agreement, but not the application for attorneys' fees or Service Awards, (i) the Agreement may not be terminated, and (ii) any Arbitrator-required reduction of the attorneys' fees will be reallocated to Participating Class Members and Participating Collective Members as part of the Net Fund. Respondent will not oppose (a) an application for attorneys' fees of up to one-third of the Total Settlement Amount, plus litigation costs not to exceed \$12,000, to be paid out of the Total Settlement Amount, and/or (b) a motion for reconsideration of such application. Further, as set forth in Section 12.1.3 below, Claimants shall have discretion to terminate this Agreement if the total number of Class Members, Putative Collective Members, and/or PAGA Members increases by more than 20 individuals.

11.2. Voluntary Withdrawal of Arbitration Demand. In the event that the Arbitrator does not approve the settlement for any reason whatsoever, Class Counsel shall voluntarily withdraw the arbitration demand without prejudice and motion for settlement approval without prejudice, and the parties shall mutually confer and agree on whether and how to refile the settlement agreement for approval.

11.3. Procedures for Termination. To terminate this Agreement, the terminating Party shall give written notice to the other Party via email.

11.4. Effect of Termination. Termination shall have the following effects:

11.4.1. The Agreement shall be terminated as to the affected Parties and shall have no force or effect.

11.4.2. Respondent shall have no obligation to make any payments to any party, Class Member, Putative Collective Member, PAGA Member, or Class Counsel, except that Respondent shall be responsible for (i) the costs and fees associated with the Settlement Administrator subsequent to the signing of this Agreement, and (ii) the costs and expenses of the Settlement Administrator associated with the mailing of termination notice to Class Members and Putative Collective Members informing them of the settlement termination, if necessary.

11.4.3. If the Arbitrator grants preliminary approval but not final approval, the Settlement Administrator will provide an Arbitrator-approved notice to Class Members and Participating Collective Members that the Agreement did not receive final approval and that, as a result, no payments will be made to Class Members or Participating Collective Members under the Agreement. Such notice shall be sent by the Settlement Administrator via email and First Class U.S. Mail.

11.4.4. The Parties may jointly or individually seek reconsideration of a ruling by the Arbitrator declining to enter the Preliminary Approval Award or Final Approval Award in the form submitted by the Parties or seek approval of a renegotiated settlement.

11.4.5. The Arbitration will be dismissed without prejudice as if no arbitration had been filed and no settlement had been attempted; and the Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in prior to the entering of this Agreement, including the Parties' previous tolling agreements.

12. SETTLEMENT TERMS

12.1. Settlement Amount

12.1.1. Total Settlement Amount. Respondent agrees to pay a Total Settlement Amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00). The Total Settlement Amount shall cover all settlement payments to Participating Class Members, Participating Collective Members, PAGA Members, Service Awards, attorneys' fees and costs, the Reserve Fund, all penalties, all liquidated damages, all interest, the Arbitrator's fees and costs, and the expenses of the settlement administrator. Under no circumstances shall Respondent be required to contribute more than the Total Settlement Amount, with the sole exception of Employer Payroll Taxes.

12.1.2. Funding Date. Respondent shall pay the Total Settlement Amount into the Qualified Settlement Fund established by the Settlement Administrator within fifteen (15) days after the Superior Court of Santa Clara confirms the Arbitrator's Final Approval Award.

12.1.3. Increase in Net Fund. Respondent represents that the total number of Class Members, Putative Collective Members, and PAGA Members is no more than 470 individuals. Should the total number of individuals increase by more than 10, 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. Claimants shall have discretion to terminate this Agreement if the total number of Class Members, Putative Collective Members, and/or PAGA Members increases by more than 20. Nothing in this Agreement obligates CrowdStrike to increase the Total Settlement Amount.

12.1.4. Respondent's Payroll Taxes. Respondent's share of Employer Payroll Taxes shall not come out of the Total Settlement Amount. Rather, Respondent's share of Employer Payroll Taxes shall be paid by Respondent in addition to the Total Settlement Amount.

12.2. Unclaimed Funds.

12.2.1. Participating Class Members and Participating Collective Members.

Any portion of the Total Settlement Amount not distributed pursuant to the terms of this Agreement, including any amounts initially allocated to Putative Collective Members who do not become Participating Collective Members, any interest accrued on the Qualified Settlement Fund, and any check not cashed after the expiration of the 120 days following issuance of checks to any Participating Collective Member or Participating Class Member, shall be redistributed *pro rata* to Participating Collective Members and Participating Class Members who cashed or otherwise negotiated a settlement check or, if redistribution is impractical on the basis that the amount remaining in the Net Fund is similar to or less than the cost of a second distribution, it shall be donated to *cy pres* designee Towards Justice, which was jointly selected by Respondent's Counsel and Class Counsel and will be subject to approval by the Arbitrator.

12.2.2. PAGA Members. Any PAGA payment check not cashed shall revert to the California unclaimed property fund under the name of the PAGA Member.

12.3. Attorneys' Fees, Expenses and Costs

12.3.1. At the Fairness Hearing and through the Application for Final Approval, Class Counsel will petition the Arbitrator for an award of attorneys' fees of up to one-third of the Total Settlement Amount, plus reimbursement of their actual litigation expenses and costs up to \$12,000 to be paid from the QSF. Respondent will not oppose this application.

12.3.2. The substance of Class Counsel's application for attorneys' fees and costs is to be considered separately from the Arbitrator's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement. The outcome of any proceeding related to Class Counsel's application for fees and costs shall not terminate this Agreement or otherwise affect the Arbitrator's ruling on the Application for Final Approval. Any amount not approved by the Arbitrator will become part of the Net Fund to be distributed to Participating Collective Members and Participating Class Members.

12.3.3. Seven (7) days after the Funding Date, the Settlement Administrator will wire Arbitrator-approved attorneys' fees and costs to Class Counsel.

12.4. Service Awards

12.4.1. In return for services rendered to the Class Members, Claimants will apply to the Arbitrator to receive up to Twelve Thousand Five Hundred Dollars (\$12,500.00) for Claimant Jack Adons and Seven Thousand Five Hundred Dollars (\$7,500) for Claimant Samir Essa as Service Awards from the Total Settlement Amount.

12.4.2. The application for Service Awards is to be considered separately from the Arbitrator's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement. The outcome of the Arbitrator's ruling on the application for the Service Awards will not terminate this Agreement or otherwise affect the Arbitrator's ruling on the Application for Final Approval, Final Approval Award, or the fairness or reasonableness of this Agreement. Respondent will not oppose Claimants' application for the Service Awards. Any amount not approved by the Arbitrator will become part of the Net Fund to be distributed to Participating Collective Members and Participating Class Members.

12.4.3. A mutual general release as set forth in Sections 13.1.7 and 13.1.8 will be executed by CrowdStrike and Claimants in exchange for Claimants receiving and accepting their Service Awards.

12.4.4. Seven (7) days after the Funding Date, the Settlement Administrator will mail the Arbitrator-approved Service Awards to Claimants.

12.5. Private Attorneys General Act Payment. The Parties agree that Twenty-Five Thousand Dollars (\$25,000) shall be allocated as settlement of claims under PAGA. Seventy-five percent (75%) of the PAGA Fund, or Eighteen Thousand Seven Hundred and Fifty Dollars (\$18,750) shall be paid to the California Labor and Workforce Development Agency ("LWDA") and twenty-five percent (25%), or Six Thousand Two Hundred and Fifty Dollars (\$6,250) of the PAGA Fund shall be paid to the PAGA Members ("PAGA Payment") as set forth in Section 12.6.2 below.

12.6. Payments to Participating Class Members, Participating Collective Members, and PAGA Members.

12.6.1. Allocation Formula. The estimated proportionate share of the Net Fund for Class Members and Putative Collective Members shall be determined by the Settlement Administrator pursuant to the following formula:

1. Putative Collective Members will receive one (1) point for each Eligible Workweek worked outside of California;
2. Class Members will receive one and one-half (1.25) points for each Eligible Workweek worked within California;
3. To calculate each individual's initial proportionate share:
 - a. Add all points for all Class Members and Putative Collective Members together to obtain the "Denominator";
 - b. Divide the number of points for each Class Member and Putative Collective Member by the Denominator to obtain each Class Member or Putative Collective Member's "Portion of the Net Fund";

- c. Multiply each Class Member and Putative Collective Member's Portion of the Net Fund by the Net Fund to determine each Class Member and Putative Collective Member's initial proportionate share.
4. No Class Member shall be entitled to a double recovery for any one workweek based on their inclusion in both the California Class and the Putative Collective. However, Class Members who are also PAGA Members shall be entitled to recover from the Net Fund and the PAGA Fund for the same workweeks based on their inclusion in both the California Class and the PAGA Group.

12.6.2 Allocation to PAGA Members. PAGA Members' estimated proportionate share of the PAGA Payment shall be determined by the Settlement Administrator pursuant to the following formula:

1. PAGA Members will receive one (1) point for each Eligible PAGA Workweek;
2. To calculate each PAGA Member's proportionate share of the PAGA Payment:
 - a) Add all points for all PAGA Members together to obtain the "Denominator";
 - b) Divide the number of points for each PAGA Member by the Denominator to obtain each PAGA Member's "Portion of the PAGA Payment";
 - c) Multiply each PAGA Member's Portion of the PAGA Payment by the PAGA Payment to determine each PAGA Member's Net PAGA Amount.
 - d) Each PAGA Member will receive a separate Settlement Check for the Net PAGA Amount, in addition to the amount they are entitled to recover as a Participating Class Member.

12.6.3. Workweek Disputes. The calculation of Eligible Workweeks and Eligible PAGA Workweeks shall be based on Respondent's business records in accordance with this Agreement. If a Class Member or Putative Collective Member disputes CrowdStrike's records and/or the calculation of their settlement payment, they must note their dispute on the Claim Form or communicate it to the Settlement Administrator and provide written documentation supporting their contention in connection with submitting the Claim Form. CrowdStrike's records are presumed to be correct unless the Class Member or Putative Collective Member proves otherwise with documentary evidence. The Settlement Administrator will evaluate the information the Class Member or Putative Collective Member provides and will make the final decision as to any dispute. Disputes must

be submitted to the settlement administrator no later than the Bar Date.

12.6.4. Timing of Payments. Within thirty (30) days after the Funding Date, the Settlement Administrator will mail Settlement Checks to Participating Class Members and Collective Members, PAGA Payments and the PAGA Check Enclosure Letter attached hereto as Exhibit E to PAGA Members, and the PAGA penalty to the LWDA.

12.6.5. Check Cashing Period. Class Members will have one hundred and twenty (120) days of the date checks are issued by the Settlement Administrator to cash, deposit, or otherwise negotiate their checks.

12.6.6. Check Reminders. The Parties agree that they will use robust efforts to ensure that checks are received by Participating Class and Collective Members and PAGA Members, including the administrator's use of email, phone numbers and U.S. Mail for robust contact attempts and multiple reminders to timely negotiate checks prior to the 120-day deadline. The settlement administrator will send reminders via e-mail, text message, and First Class U.S. Mail within sixty (60) days after the initial distribution of checks to Participating Class and Collective Members reminding them to negotiate their checks prior to the 120-day deadline. Simultaneously with the issuance of the check cashing reminders, the Settlement Administrator shall apprise Class Counsel of the names of Participating Class and Collective Members and PAGA Members who have not yet cashed their Settlement Check(s). Class Counsel may work with the Settlement Administrator to undertake additional efforts for the Settlement Administrator to contact such individuals to remind them to cash their Settlement Check(s).

12.7. Tax Characterization of Payments

12.7.1. For tax purposes, the settlement administrator will allocate fifty percent (50%) of the total amount of each Settlement Check to Putative Collective Members pursuant to Section 12.6.1 to wages (W-2) and 50% to non-wage income (1099) as non-wage income as liquidated damages, statutory penalties, and interest. For tax purposes, the settlement administrator will allocate one third (33.33%) of the total amount of each Settlement Check to Participating Class Members pursuant to Section 12.6.1 to wages (W-2) and two-thirds (66.67%) as 1099 non-wage income as liquidated damages, statutory penalties, and interest.

12.7.2. 100% of the PAGA Payment to each PAGA Member pursuant to Section 12.6.2 shall be treated as 1099 non-wage compensation as statutory penalties.

12.7.3. Payments treated as W-2 wages shall be made net of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and the employee share of the FICA tax, and shall be reported to the Internal Revenue Service ("IRS") and the payee under

the payee's name and social security number on an IRS Form W-2. Payments treated as liquidated damages, statutory penalties, and interest shall be made without withholding and shall be reported to the IRS and the payee, to the extent required by law, under the payee's name and social security number on an IRS Form 1099. Payments of attorneys' fees and costs pursuant to Section 12.3 shall be made without withholding. Class Counsel will receive a Form 1099 for this payment. Payment of the Service Awards pursuant to Section 12.4 will be reported as deemed appropriate by the Settlement Administrator.

12.7.4. The employee portion of all applicable payroll taxes for the wage payments and any tax responsibility for the non-wage payments shall be the sole responsibility of the Class Member.

12.7.5. Respondent and the Settlement Administrator shall exchange such information as is necessary for the Settlement Administrator to make proper tax withholdings and comply with tax reporting obligations as described in Section 4.3.

13. RELEASE

13.1. RELEASE OF CLAIMS

13.1.1 By operation of the entry of the Final Approval Award, except as to such rights or claims as may be created by this Agreement, each individual Class Member who does not timely opt-out pursuant to this Agreement ("Participating Class Member"), on their behalf and on behalf of their respective current, former and future heirs, spouses, executors, administrators, agents, and attorneys, forever and fully releases the Releasees from the Released Class Claims.

13.1.2 By operation of the entry of the Final Approval Award, except as to such rights or claims as may be created by this Agreement, each Participating Collective Member and each Participating Class Member who timely and validly submits a Claim Form and/or cashes or otherwise negotiates a Settlement Check, on their behalf, and on behalf of their respective current, former and future heirs, spouses, executors, administrators, agents, and attorneys, forever and fully releases the Releasees from the Released Collective Claims.

13.1.3 As part of the claims process, Participating Collective Members who have not already done so will agree to Arbitration for the limited purpose of settlement. Putative Collective Members who do not become Participating Collective Members will not receive payments and will not release any claims.

13.1.4 Participating Class Members who do not submit a Claim Form or cash or otherwise negotiate a settlement check shall release all California wage and hour claims that accrued during their employment in a covered position, but not claims under the Fair Labor Standards Act, 29 U.S.C.

§ 201 *et seq.*

- 13.1.5** The Settlement Check issued to Participating Class and Collective Members shall contain the following limited endorsement:

**SIGNATURE REQUIRED BEFORE DEPOSIT
CONSENT TO JOIN AND FINAL RELEASE OF CLAIMS:**

By endorsing, depositing, negotiating, or cashing this check, I (i) consent, agree, and opt in to be a party plaintiff in the case entitled *Adons et al. v. CrowdStrike, Inc.*, pending before arbitrator Hunter Hughes III (the “Action”), (ii) designate Outten & Golden LLP to represent me for all purposes in the Action, and to make decisions on my behalf, along with Claimants, concerning the Action, (iii) agree to be bound by the settlement negotiated and approved in the Action, and (iv) forever and fully release the Releasees from the Released Collective Claims.

- 13.1.6** By operation of the entry of the Final Approval Award, except as to such rights or claims as may be created by this Agreement, each PAGA Member, on their behalf, and on behalf of their respective current, former and future heirs, spouses, executors, administrators, agents, and attorneys, forever and fully releases the Releasees from the Released PAGA Claims.
- 13.1.7** In addition to the waiver and releases contained in Section 13.1 above, and in consideration for the Service Awards, if approved and paid under Section 12.4 above, Claimants Jack Adons and Samir Essa, their heirs, executors, administrators, successors and assigns, voluntarily release and forever discharge the Releasees of and from any actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, judgments, obligations, union grievances, claims, charges, complaints, appeals and demands whatsoever, in law or equity, which they may have against Releasees as of the date of execution of this Agreement, whether known or unknown, asserted or unasserted, including, but not limited to, any alleged violation of: Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*; the Civil Rights Act of 1991, Pub. L. No. 102-166, Sections 1981 through 1988 of Title 42 of the United States Code, 42 U.S.C. §§ 1981-1988; the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 *et seq.*; the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 *et seq.*; the Immigration Reform and Control Act, as amended; the Workers Adjustment Retraining Notification Act, as amended; the Family and Medical Leave Act; the California Fair Employment and Housing Act; the California Family Rights Act; the California Labor Code; any other federal, state, city or local human rights, civil rights, wage-hour, wage-payment, pension, employee benefits, labor or other laws, rules, regulations and/or guidelines, constitutions or ordinances; any contract (whether oral or written, express or implied) or tort laws; any claim arising under the common law; any other claim for unpaid wages, employment

discrimination, retaliation, wrongful termination, constructive discharge, pain and suffering, mental anguish, intentional and/or negligent infliction of emotional distress; any claim for costs, fees, or other expenses, including attorneys' fees or any other action against Releasees, based upon any conduct occurring up to and including the date of each respective Claimants' execution of this Agreement. Claimants further agree that as of the date of this Agreement, all of their rights under Section 1542 of the Civil Code of the State of California are waived as to any claims against Releasees. Section 1542 provides as follows: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in their favor at the time of executing the release, and that, if known by him or her would have materially affected their settlement with the debtor or released party.

13.1.8 In consideration of Claimants' execution of this Agreement, which Respondent acknowledges is adequate consideration, Respondent and Releasees hereby irrevocably and unconditionally waive, release, and forever discharge and covenant not to sue Claimants, from any and all claims, liabilities, and causes of action of any kind which the Respondent and Releasees ever had, now have, or hereafter may have against Claimants by reason of any matter, cause, or thing whatsoever occurring on or at any time prior to the date hereof, including, but not limited to, all claims arising out of or from or regarding or pertaining to any transaction, dealing, conduct, act or omission, or any other matter or thing relating to the employment relationship and/or the termination of the employment relationship, based upon any contract, whether express or implied, oral or written, tort or public policy, and claims for costs, fees or expenses.

13.2 Denial of Liability. Respondent has agreed to the terms of this Agreement without in any way acknowledging any fault or liability, and with the understanding that terms have been reached because this settlement will avoid the further expense and disruption of Respondent's business due to the pendency and expense of litigation. Nothing in this Agreement shall be deemed or used as an admission of liability by Respondent, nor as an admission that a class should be certified for any purpose in this case other than settlement purposes.

14. INTERPRETATION AND ENFORCEMENT

14.1 Cooperation Between the Parties; Further Acts. The Parties shall reasonably cooperate with each other and shall use their reasonable best efforts to obtain the Arbitrator's approval of this Agreement and all of its terms. Each Party, upon the request of any other Party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement. Respondent will seek confirmation of the Final Approval Award subject to review and approval by Claimant's counsel. When such request is made, Claimants agree not to oppose Respondent's request for confirmation. The Parties agree to cooperate and take any reasonable steps required for confirmation of the Award.

- 14.2 No Assignment.** Claimants represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the claims, or any related action.
- 14.3 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties regarding the subject matter of the agreement shall be deemed merged into this Agreement, except that the Parties' separate tolling agreements remain in full force and effect and are not merged with this Agreement.
- 14.4 Binding Effect.** This Agreement shall be binding upon the Parties.
- 14.5 Arms' Length Transaction; Materiality of Terms.** The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.
- 14.6 Captions.** The captions or headings of the Sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.
- 14.7 Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.
- 14.8 Continuing Jurisdiction.** The Parties shall request the Arbitrator to retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the settlement contemplated thereby. The Parties shall not petition the Arbitrator to modify the terms of the Agreement.
- 14.9 Waivers, etc. to Be in Writing.** No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Arbitrator's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification or amendment. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- 14.10 When Agreement Becomes Effective; Counterparts.** This Agreement shall become effective upon its full execution, approval by the Arbitrator, and confirmation of the Final Approval Award in the Superior Court for the County of Santa Clara, California. The Parties may execute this Agreement in counterparts,

and execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.

14.11 Signatures. This Agreement is valid and binding only if signed by the Parties and their authorized representatives.

14.12 Facsimile, Electronic, and Email Signatures. Any Party may execute this Agreement by signing or causing its counsel to sign on the designated signature block below and transmitting that signature page via facsimile, email, or other electronic means to counsel for the other party. Any signature made and transmitted by facsimile, email, or other electronic means for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile or email.

14.13 Construction. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

Dated: _____, 2022

CROWDSTRIKE, INC.

By: _____

Name: _____

Title: _____

Dated: _____, 2022

JACK ADONS

Jack Adons

Dated: _____, 2022

SAMIR ESSA

Samir Essa

EXHIBIT A (CALIFORNIA CLASS NOTICE)

OFFICIAL NOTICE OF CLASS ACTION SETTLEMENT

[NAME]

[ADDRESS]

[CITY, STATE ZIP]

**If you worked for CrowdStrike as a salesperson,
you may be entitled to a payment from a class action settlement.**

An arbitrator-authorized this notice. This is not a solicitation from a lawyer.

- You received this Notice because CrowdStrike’s records indicate that you were employed in the State of California as a covered Sales Representative between October 21, 2016 and July 1, 2021.
- Former CrowdStrike Sales Representatives filed an arbitration demand against CrowdStrike, Inc. (“CrowdStrike”) alleging that it misclassified them and other similarly situated Sales Representatives as “exempt” from overtime and failed to pay overtime premium compensation for hours they worked, and other related claims. CrowdStrike denies these allegations and the Arbitrator has not made any ruling on the merits of the claims. The parties have entered into a settlement to avoid further disputes and litigation with the attendant inconvenience and expense.
- Under the allocation formula created by the settlement, your potential settlement payment is estimated to be approximately \$[AMOUNT], subject to deductions for applicable taxes.

Your legal rights may be affected by this settlement, and you have a choice to make:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING NOW, CASH A SETTLEMENT CHECK	If you do nothing, you will remain a part of this arbitration, release the Released California Claims discussed in Section 10 below, and be sent a settlement check of approximately \$[AMOUNT], subject to applicable taxes and withholdings. If you endorse and deposit the settlement check, you will further release the Released Collective Claims discussed in Section 10 below. If you do not submit a Claim Form and do not cash or otherwise negotiate your settlement check, you will release the Released California Claims, but not the Released Collective Claims.
EXCLUDE YOURSELF	If you do not want to participate in the settlement and arbitration and want to retain your right to assert claims against CrowdStrike for unpaid wages and related wage and hour violations under not only federal law but also under California state law, you must submit a written Opt-out Statement to the

	Settlement Administrator, as discussed in Section 11 below. If you submit an Opt-out Statement, you will not be eligible to receive a settlement payment or object to the settlement. However, even if you request exclusion, you will receive payment for PAGA penalties, if eligible, and you will release PAGA claims as discussed in Section 11 below.
OBJECT	If you do not submit an Opt-out Statement, you may write to the Arbitrator about why you object to the settlement. More information about objecting is set forth in Section 15 below.

- These rights and options – **and the deadlines to exercise them** – are explained in greater detail in this Notice.
- The Arbitrator in charge of this case still has to decide whether to approve the settlement. Settlement payments will be made only if the Arbitrator approves the settlement and if the Court confirms the Arbitrator’s award. Please be patient.

BASIC INFORMATION

1. Why did I get this notice?

The Arbitrator ordered that you be sent this Notice because you have a right to know about a proposed class, representative, and collective action settlement, and about all of your options, before the Arbitrator decides whether to approve the settlement. This Notice explains the arbitration, your legal rights, and what benefits are available.

The arbitration is *Adons and Essa v. CrowdStrike, Inc.* and the Arbitrator overseeing this case is Hunter Hughes III.

2. Am I covered by this settlement?

CrowdStrike’s records state that you were employed in the State of California by CrowdStrike as an exempt (i.e., salary paid) Sales Representative (including Account Manager, Corporate Account Executive, SMB Account Executive, Corporate Account Manager, Inside Channel Account Manager, Channel Account Manager, Corporate Channel Account Manager, Inside Account Manager, Inside Sales Account Manager, Renewals Specialist, Market Response Representative, MRR North America, Inside Sales Rep, Sr. Sales Development Representative, and/or Sales Development Representative) between October 21, 2016 and July 1, 2021, and you did not previously release CrowdStrike from wage and hour claims for all workweeks, including as part of a general release of claims, and you are thus considered a “Class Member.”

3. What is the arbitration about?

The arbitration is about whether CrowdStrike misclassified Sales Representatives nationwide, including in California, as exempt from federal and state overtime protections and failed to pay proper overtime wages, provide meal and rest breaks, and provide proper wage statements, as well as related claims that CrowdStrike violated provisions of the California Labor Code giving rise to civil penalty liability under the Labor Code Private Attorneys General Act of 2004 (“PAGA”),

Cal. Lab. Code § 2699, *et seq.*. CrowdStrike denies these allegations and believes that its Sales Representatives were properly classified as exempt and received all wages and payments to which they were entitled. The Arbitrator has not made any ruling on the merits of the claims, and no party has prevailed in this action.

4. Why is this a class/collective action?

In a class action, one or more people called “class representatives” bring claims on behalf of other people who have similar claims. The people are called “class members” and together are the “class.” Similarly, in a collective action, one or more people can seek to represent a “collective” of similarly situated people. The individuals who initiated this class/collective action are called the “Claimants.” In a class/collective action, Claimants ask the Arbitrator to resolve the issues for every member of the class and collective.

5. Why is there a settlement?

The Arbitrator did not decide in favor of Claimants or CrowdStrike. Both sides believe they will prevail in a litigation, and there has been no decision in favor of either party. Instead, the Parties have agreed to resolve this matter in arbitration solely in order to avoid the burden, expense and risks associated with litigation. Claimants and Class Counsel think the settlement is in the best interests of all Class Members.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide?

CrowdStrike has agreed to pay a total of up to \$2,500,000 (the “Total Settlement Amount”), which will be used to pay: (1) settlement awards to Class Members; (2) attorneys’ fees of up to one-third of the Total Settlement Amount plus reimbursement of actual litigation expenses and costs up to \$XX; (3) Service Awards totaling \$20,000 for the two Named Claimants; (4) \$18,750 to the California Labor and Workforce Development Agency, plus \$6,250 to the PAGA Members; and (5) the Settlement Administrator’s fees and costs of up to **[\$AMOUNT]**.

7. How much will my settlement payment be and how was it calculated?

Based on the formula that has been preliminarily approved by the Arbitrator, your settlement payment is estimated to be **\$[AMOUNT]**.

The formula used to calculate your settlement payment considers the number of weeks you worked as a Sales Representative and whether you worked in California. The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement by contacting Claimants’ Counsel using the information in Sections **20** below or on the settlement website, **www.XXXX.com**.

The Settlement Administrator used information from CrowdStrike’s records, including the number of weeks you worked during the period covered by the settlement, to calculate your payment. If

you have questions about your calculation, you may contact Class Counsel using the information in Section 20 below.

If you dispute CrowdStrike's records and/or the calculation of your settlement payment, you must communicate it to the Settlement Administrator and provide written documentation supporting your contention in connection with submitting the Claim Form. CrowdStrike's records are presumed to be correct unless you prove otherwise with documentary evidence. The Settlement Administrator will evaluate the information you provide and will make the final decision as to any dispute.

Half of your settlement amount will be subject to payroll deductions for applicable taxes and withholdings like any other paycheck, for which you will receive a W-2, and the other half is not subject to deductions and will be reported on a 1099. Neither Class Counsel nor CrowdStrike's counsel can advise you regarding the tax consequences of the settlement. You may wish to consult with your own personal tax advisor in connection with the settlement.

Settlement checks that are not cashed within 120 days of issuance will be null and void.

HOW YOU GET A PAYMENT

8. How can I get my payment?

If you wish to participate in the settlement, you do not need to take any action now. You will receive a check for your settlement payment by mail. If your mailing address has changed, please contact the Settlement Administrator or update your address at www.XXXX.com.

9. When will I get my settlement payment?

The Arbitrator will hold a hearing on _____, at _____ to determine whether to give final approval to the settlement. If the Arbitrator approves the settlement, and if the Court confirms the Arbitrator's award, settlement checks will be mailed approximately ____ days after Court confirmation of the Arbitrator's final approval of the Settlement.

10. What am I giving up by releasing my claims?

If you cash or otherwise negotiate your settlement check, you will release the Released Collective Claims. This means that you cannot sue, continue to sue, or be part of any other legal action against CrowdStrike asserting any wage and hour claims pled or reasonably related to factual and legal allegations pled in the Demand for Arbitration that accrued during your employment as an exempt-classified Sales Representative, relating back to the full extent of the federal and state statutes of limitations, including any period tolled by agreement between the Parties, and continuing through September 1, 2021, including, without limitations, all state and federal claims for unpaid overtime wages, and all related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.

Regardless whether you negotiate a settlement check, if you do not exclude yourself from the settlement (as described in Section 11 below), you will release the Released California Claims. This means that you cannot sue, continue to sue, or be part of any other legal action against CrowdStrike asserting any California state wage and hour claims pled or reasonably related to factual and legal allegations pled in the Demand for Arbitration that accrued during your employment as an exempt-classified Sales Representative, relating back to the full extent of the applicable statutes of limitations, including any period tolled by agreement between the Parties, and continuing through September 1, 2021, including, without limitations, all state claims for unpaid wages, premium pay of any kind, meal and rest break premiums, and all related claims for penalties, premiums, interest, liquidated damages, attorneys' fees, costs, and expenses.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not wish to release your California state law claims, then you must take steps to exclude yourself. This is sometimes referred to as “opting out” of the settlement.

11. How do I opt out of the settlement?

If you wish to exclude yourself from the settlement, you must submit a written Opt-out Statement to the Settlement Administrator, stating: (i) name, address, telephone number; and (ii) a statement indicating his or her intention to opt-out, such as: “I opt out of the CrowdStrike wage and hour settlement.” The Opt-out Statement must be postmarked by or otherwise received on or before **[INSERT DATE 60 DAYS FROM NOTICE MAILING OR 30 DAYS FROM REMAILING]**.

If you submit an Opt-out Statement, you will not be eligible to receive a settlement check (except any portion of the PAGA payment to which you may be entitled, which you will receive regardless of whether you opt out). You will retain the right to bring your own legal action against CrowdStrike. You should be aware that your claims are subject to a statute of limitations, which means that they will expire on a certain date.

If you ask to be excluded, you cannot object to the settlement.

12. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you will not be eligible to receive a settlement check.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Arbitrator has decided that the lawyers at the law firm of Outten & Golden LLP are qualified to represent you and all class members. These lawyers are called “Class Counsel.” You will not be charged separately for these lawyers; their fees are being covered by the settlement fund. You do not need to retain your own attorney in order to participate as a Class Member. If you do not opt out of the class and want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will ask the Arbitrator to approve payment of up to one-third of the Total Settlement Amount for their attorneys' fees. These fees would compensate Class Counsel for investigating the facts, mediating and filing the arbitration demand, and negotiating the settlement. Class Counsel will also ask the Arbitrator to approve payment for out-of-pocket costs up to \$12,000 incurred prosecuting the case.

OBJECTING TO THE SETTLEMENT

You can tell the Arbitrator that you do not agree with the settlement or some part of it.

15. How do I tell the Arbitrator that I disapprove of the settlement?

If you have not submitted an Opt-out Statement, you can object to any portion of the settlement of which you disapprove. You can give reasons why you think the Arbitrator should not approve it. The Arbitrator will consider your views. To object to the settlement, send a letter to the Settlement Administrator saying that you object to the settlement which includes all of the following: (i) all reasons for objecting to the settlement, and any supporting documentation; and (ii) your name, address, and telephone number.

As an Objector, you also have the right to appear at the Fairness Hearing before the Arbitrator (explained in Sections 17 and 18 below) either in person or through your own counsel. If you wish to appear at the Fairness Hearing, you should state your intention to do so in your letter to the Settlement Administrator.

Objections should be mailed to the Settlement Administrator at:

[SETTLEMENT ADMINISTRATOR INFO]

<ADDRESS>

<E-MAIL>

<WEBSITE>

Your objection must be postmarked by or otherwise received on or before **[INSERT DATE 60 DAYS FROM NOTICE MAILING OR 30 DAYS FROM REMAILING]**. Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the arbitrator and/or confirmed by the Court.

16. What's the difference between objecting and opting out?

Objecting is telling the Arbitrator that you do not like something about the settlement and asking the Arbitrator not to approve the settlement as is. You can object only if you stay in the Class.

Opting out (also known as excluding yourself) is telling the Arbitrator that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you (except with regard to any portion of the PAGA payment to which you may be entitled).

If you submit both an objection and an Opt-out Statement, the Settlement Administrator will attempt to contact you to determine whether you intended to object or exclude yourself. If the Settlement Administrator cannot reach you, it will be presumed that you intended to exclude yourself, and your objection will not be considered.

THE ARBITRATOR'S FAIRNESS HEARING

17. When and where will the Arbitrator decide whether to approve the settlement?

The Arbitrator will hold a Fairness Hearing on _____ at _____. At the hearing, the Arbitrator will determine whether the settlement is fair, adequate, and reasonable and will consider any properly submitted objections.

18. Do I have to attend the fairness hearing?

No. Class Counsel will attend to answer questions the Arbitrator may have. But, you are welcome to attend at your own expense. If you send an objection, you do not have to attend. As long as you have not excluded yourself and have mailed your written objection on time, the Arbitrator will consider it. You may also pay your own lawyer to attend, but it is not necessary.

GETTING MORE INFORMATION

19. Are there more details about the settlement?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement from the Claims Administrator or Class Counsel using the contact information below, or at [www.\[website\].com](http://www.[website].com).

20. How do I get more information?

If you have other questions about the settlement or want more information, you can contact the Settlement Administrator, or Class Counsel at:

Melissa L. Stewart
OUTTEN & GOLDEN LLP
695 Third Avenue, 25th Floor
New York, NY 10017
Telephone: (212) 245-1000
CrowdStrikeSettlement@outtengolden.com

Hannah Cole-Chu
OUTTEN & GOLDEN LLP
601 Massachusetts Ave. NW, Ste. 200W
Washington, D.C. 20001
Telephone: (202) 847-4400
CrowdStrikeSettlement@outtengolden.com

DATED: _____, 20__

Do not contact the Arbitrator directly for any reason.

EXHIBIT B (COLLECTIVE NOTICE)

OFFICIAL NOTICE OF SETTLEMENT AND OPPORTUNITY TO JOIN

[NAME]

[ADDRESS]

[CITY, STATE ZIP]

**If you worked for CrowdStrike as a salesperson,
you may be entitled to a payment from a collective action settlement.**

An arbitrator-authorized this notice. This is not a solicitation from a lawyer.

- You have received this Notice because CrowdStrike's records indicate that you were employed outside of the State of California as a covered Sales Representative between October 21, 2017 and July 1, 2021.
- Former CrowdStrike Sales Representatives filed an arbitration demand against CrowdStrike, Inc. ("CrowdStrike") alleging that it misclassified them and other similarly situated Sales Representatives as "exempt" from overtime and failed to pay overtime premium compensation for hours they worked. CrowdStrike denies these allegations and the Arbitrator has not made any ruling on the merits of the claims. The parties have entered into a settlement to avoid further disputes and litigation with the attendant inconvenience and expense.
- Under the allocation formula created by the settlement, your potential settlement payment is estimated to be approximately \$[AMOUNT], subject to deductions for applicable taxes.
- As described more fully below, to participate in the settlement, you must mail a properly completed Consent to Join Settlement, Release, and Claim Form ("Claim Form") to the Settlement Administrator so that it is post-marked or received by [60 DAYS FROM DATE OF MAILING OR 30 DAYS FROM REMAILING]. If you fail to timely return a Claim Form post-marked or otherwise received by [60 DAYS FROM DATE OF MAILING OR 30 DAYS FROM REMAILING], you will not receive any money from the settlement.

Your legal rights may be affected by this settlement, and you have a choice to make:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM AND OBTAIN A PAYMENT	By returning a properly completed claim form, you agree to participate in the settlement and arbitration, be eligible to receive an estimated settlement payment of approximately \$[AMOUNT], subject to applicable taxes and withholdings, and release your claims. The Claim Form must be postmarked by or otherwise received on or before [INSERT DATE 60 DAYS FROM NOTICE MAILING OR 30 DAYS FROM REMAILING].

	If you choose to participate in the settlement, you will release the Released Collective Claims discussed in Section 10 below.
DO NOTHING	If you do nothing, you will not be eligible to receive a settlement payment. You will retain your right to file your own legal action against CrowdStrike, should you choose.

- These rights and options – **and the deadlines to exercise them** – are explained in greater detail in this Notice.
- The Arbitrator in charge of this case still has to decide whether to approve the settlement. Settlement payments will be made only if the Arbitrator approves the settlement and if the Court confirms the Arbitrator’s award. Please be patient.

BASIC INFORMATION

1. Why did I get this notice?

The Arbitrator ordered that you be sent this Notice because you have a right to know about the settlement of a collective action arbitration in which you are eligible to participate, and about all of your options. This Notice explains the arbitration, the settlement, your legal rights, and what benefits are available.

The arbitration is *Adons and Essa v. CrowdStrike, Inc.* and the Arbitrator overseeing this case is Hunter Hughes III.

2. Am I covered by this settlement?

CrowdStrike’s records state that you were employed by CrowdStrike in the United States, and outside California, as an exempt-classified Sales Representative (including Account Manager, Corporate Account Executive, SMB Account Executive, Corporate Account Manager, Inside Channel Account Manager, Channel Account Manager, Corporate Channel Account Manager, Inside Account Manager, Inside Sales Account Manager, Renewals Specialist, Market Response Representative, MRR North America, Inside Sales Rep, Sr. Sales Development Representative, and Sales Development Representative) at any time between October 21, 2017 and July 1, 2021, and you did not previously release CrowdStrike from wage and hour claims for all workweeks, including as part of a general release of claims, and you are thus considered a “Putative Collective Member.”

3. What is the arbitration about?

The arbitration is about whether CrowdStrike misclassified Sales Representatives nationwide as exempt from federal overtime protections and failed to pay proper overtime wages. The arbitration also brings California state claims for wages, damages, and penalties for Sales Representatives

that worked in California. CrowdStrike denies these allegations and believes that its Sales Representatives were properly classified as exempt and received all wages and payments to which they were entitled. The Arbitrator has not made any ruling on the merits of the claims, and no party has prevailed in this action.

4. Why is this a collective action?

In a “collective action,” one or more people called “Named Claimants” bring claims on behalf of people who have similar claims. However, the other employees who have similar claims do not become part of the collective action until they “opt in.” You may “opt in” to and participate in the settlement by returning the enclosed Claim Form. If you timely return the enclosed Claim Form, you will receive a settlement check.

5. Why is there a settlement?

The Arbitrator did not decide in favor of Claimants or CrowdStrike. Both sides believe they will prevail in a litigation, and there has been no decision in favor of either party. Instead, the Parties have agreed to resolve this matter solely in order to avoid the burden, expense and risks associated with litigation.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide?

CrowdStrike has agreed to pay a total of up to \$2,500,000 (the “Total Settlement Amount”), which will be used to pay: (1) settlement awards to Participating Collective Members (and Class Members who worked in California); (2) attorneys’ fees of up to one-third of the Total Settlement Amount plus reimbursement of actual litigation expenses and costs up to \$12,000; (3) Service Awards totaling \$20,000 to the two Named Claimants; (4) \$18,750 to the California Labor and Workforce Development Agency, plus \$6,250 to the PAGA Members; and (5) the Settlement Administrator’s fees and costs of up to **[\$AMOUNT]**.

7. How much will my settlement payment be and how was it calculated?

Based on the formula that has been preliminarily approved by the Arbitrator, your settlement payment is estimated to be \$**[AMOUNT]**.

The formula used to calculate your settlement payment considers the number of weeks you worked during the relevant period as a Sales Representative and whether you worked outside of California.

The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement by contacting Claimants’ Counsel or on the settlement website, **www.XXXX.com**.

The Settlement Administrator used information from CrowdStrike’s records, including the number of weeks you worked during the period covered by the settlement, to calculate your payment. If you have questions about your calculation, you may contact the Settlement Administrator at **(XXX) XXX-XXXX** or using the information in Section **8** below. If you dispute CrowdStrike’s

records and/or the calculation of your settlement payment, you must note your dispute on the Claim Form or otherwise communicate it to the Settlement Administrator and provide written documentation supporting your contention in connection with submitting the Claim Form. CrowdStrike's records are presumed to be correct unless you prove otherwise with documentary evidence. The Settlement Administrator will evaluate the information you provide and will make the final decision as to any dispute.

Half of your settlement amount will be subject to payroll deductions for applicable taxes and withholdings like any other paycheck, for which you will receive a W-2, and the other half is not subject to deductions and will be reported on a 1099. Neither Claimants' Counsel nor CrowdStrike's counsel can advise you regarding the tax consequences of the settlement. You may wish to consult with your own personal tax advisor in connection with the settlement.

Settlement checks that are not cashed within 120 days of issuance will be null and void.

HOW YOU GET A PAYMENT

8. How can I get my payment?

You must sign and return the enclosed Claim Form by the deadline to be eligible to receive a settlement payment. Your Claim Form must be postmarked by, or otherwise received on or before, [INSERT DATE 60 DAYS FROM NOTICE MAILING OR 30 DAYS FROM REMAILING].

The Settlement Administrator is **XX**. You may return the Claim Form in the pre-stamped return envelope or by mailing, emailing, or faxing it to:

[INSERT SETTLEMENT ADMINISTRATOR]

<ADDRESS>

<E-MAIL>

<WEBSITE>

To be effective, the Claim Form must be completed in full and signed.

If you do not submit a Claim Form or submit an incomplete or invalid Claim Form, you will not receive a settlement payment.

9. When will I get my settlement payment?

The Arbitrator will hold a hearing on _____, at _____ to determine whether to give final approval to the settlement. If the Arbitrator approves the settlement, and the Court confirms the Arbitrator's award, settlement checks will be mailed approximately ____ days after Court confirmation of the Arbitrator's final approval of the Settlement.

10. What am I giving up by releasing my claims?

If you sign and return a Claim Form, you will release the Released Collective Claims. This means that you cannot sue, continue to sue, or be part of any other legal action against CrowdStrike asserting any wage and hour claims pled or reasonably related to factual and legal allegations pled in the Demand for Arbitration that accrued during your employment as an exempt-classified Sales Representative, relating back to the full extent of the federal and state statutes of limitations, including any period tolled by agreement between the Parties, and continuing through September 1, 2021, including, without limitations, all state and federal claims for unpaid overtime wages, and all related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The law firm of Outten & Golden LLP has been designated as legal counsel to represent you and other Sales Representatives who participate in the settlement. You will not be charged separately for these lawyers; their fees are being covered by the settlement fund.

12. How will the lawyers be paid?

Claimants' Counsel will ask the Arbitrator to approve payment of up to one-third of the Total Settlement Amount for their attorneys' fees. These fees would compensate Claimants' Counsel for investigating the facts, mediating, filing the arbitration demand, and negotiating the settlement. Claimants' Counsel will also ask the Arbitrator to approve payment for out-of-pocket costs up to \$12,000 incurred prosecuting the case.

THE ARBITRATOR'S FAIRNESS HEARING

13. When and where will the Arbitrator decide whether to approve the Settlement?

The Arbitrator will hold the Fairness Hearing on _____ at _____. At the hearing, the Arbitrator will determine whether the settlement is fair, adequate, and reasonable and will consider any properly submitted objections.

14. Do I have to attend the fairness hearing?

No. Claimants' Counsel will attend to answer questions the Arbitrator may have. But, you are welcome to attend at your own expense.

GETTING MORE INFORMATION

15. Are there more details about the settlement?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement from the Settlement Administrator or Claimants' Counsel using the contact information below, or at [www.\[website\].com](http://www.[website].com).

16. How do I get more information?

If you have other questions about the settlement or want more information, you can contact the Settlement Administrator, or Claimants' Counsel at:

Melissa L. Stewart
OUTTEN & GOLDEN LLP
695 Third Avenue, 25th Floor
New York, NY 10017
Telephone: (212) 245-1000
CrowdStrikeSettlement@outtengolden.com

Hannah Cole-Chu
OUTTEN & GOLDEN LLP
601 Massachusetts Ave. NW, Ste. 200W
Washington, D.C. 20001
Telephone: (202) 847-4400
CrowdStrikeSettlement@outtengolden.com

DATED: _____, 20__

Do not contact the Arbitrator directly for any reason.

EXHIBIT C (CLAIM FORM)

-----	:
JACK ADONS and SAMIR ESSA, individually and on behalf:	:
of all others similarly situated,	:
	:
Claimants,	:
- against -	:
	:
CROWDSTRIKE, INC.,	:
	:
Respondent.	:
-----	:

CONSENT TO JOIN SETTLEMENT, RELEASE, AND CLAIM FORM

The form must be returned to the Settlement Claims Administrator so that it is postmarked or received by web submission by [insert date that is 60 days from date of mailing or 30 days from remailing].

I hereby consent to join and opt-in as a claimant for settlement purposes in the above-captioned arbitration against CrowdStrike, Inc. (“CrowdStrike”), and to be bound by any adjudication of this arbitration by the Arbitrator. I further agree to be bound by the terms of the collective action settlement. I hereby designate the law firm of Outten & Golden LLP to represent me in this action. I understand that if I return this Claim Form, I will fully and completely release CrowdStrike and its respective affiliates, subsidiaries, predecessors, successors, and all other related entities from: any and all wage and hour claims pled or reasonably related to factual and legal allegations pled in the Demand for Arbitration that accrued during my employment as exempt-classified Sales Representatives, relating back to the full extent of the federal and state statutes of limitations, including any period tolled by the Parties’ October 21, 2021 and December 21, 2021 tolling agreements, and continuing through September 1, 2021, including, without limitations, all state and federal claims for unpaid overtime wages, and all related claims for penalties, interest, liquidated damages, attorneys’ fees, costs, and expenses.

_____	_____	_____
Name (print)	Signature	Date

Street Address		

City, State and Zip Code		
_____		_____
Telephone Number		Email Address

EXHIBIT D (REMINDER NOTICE)

**IMPORTANT REMINDER REGARDING
CROWDSTRIKE OVERTIME SETTLEMENT**

Recently you should have received a Notice advising that you are eligible to participate in the settlement of a collective arbitration for unpaid overtime against CrowdStrike, Inc. As of the date of this mailing, the Settlement Administrator has not received a Claim Form from you. This is to remind you that in order to receive your share of the settlement proceeds, you must complete, sign, and return the Claim Form by U.S Mail or web submission to:

CROWDSTRIKE SETTLEMENT ADMINISTRATOR

<ADDRESS>

<E-MAIL>

<WEBSITE>

IMPORTANT DEADLINE: in order to receive a settlement payment, your Claim Form must be postmarked or received on or before **[INSERT DATE 60 DAYS FROM INITIAL MAILING OR 30 DAYS FROM REMAILING]**. If you did not receive or no longer have the Notice and Claim Form, you should contact the Settlement Administrator or Class Counsel to request another form.

If you have any questions about the Notice or the case, you should contact Melissa L. Stewart or Hannah Cole-Chu at Outten & Golden LLP at (212) 245-1000 or via email at CrowdStrikeSettlement@outtengolden.com.

EXHIBIT E (PAGA ENCLOSURE LETTER)

Dear [PAGA Member Name]:

The enclosed check includes your share of the California Private Attorneys General Act (“PAGA”) settlement payment in the *Adons et al. v. CrowdStrike, Inc.* arbitration, a class and collective action settlement filed before Arbitrator Hunter Hughes III. You are receiving this check because you are a member of this settlement’s California PAGA Group, which is defined to include individuals employed by CrowdStrike in California as Account Managers, Corporate Account Executives, SMB Account Executives, Corporate Account Managers, Inside Channel Account Managers, Channel Account Managers, Corporate Channel Account Managers, Inside Account Managers, Inside Sales Account Managers, Renewals Specialists, Market Response Representatives, MRR North America, Inside Sales Reps, Sr. Sales Development Representatives, and Sales Development Representatives (collectively, “Sales Representatives”) in California from October 21, 2019 through July 1, 2021.

Claimants alleged that CrowdStrike misclassified Sales Representatives as exempt from the overtime pay requirements of federal and California state law, and consequently failed to pay them overtime pay. Claimants also brought related claims against CrowdStrike for alleged violations of the California Labor Code, including claims for unpaid wages, missed meal and rest breaks, proper wage statements, unreimbursed business expenses, and related claims for penalties. The action also included a PAGA claim brought on behalf of the State of California that sought penalties from CrowdStrike for the overtime and other violations Claimants alleged. CrowdStrike denies that it did anything wrong and contends that, among other things, it has complied at all times with all applicable laws.

To settle the PAGA claim, CrowdStrike agreed to pay up to \$25,000 (out of the Total Settlement Amount of \$2,500,000), which will be distributed according to PAGA’s requirement that 75% be distributed to the California Labor Workforce Development Agency and the remaining 25% be paid to members of the California PAGA Group. Your individual PAGA settlement payment is determined by your proportional share of the \$25,000 PAGA Payment, based on the number of weeks you worked between October 21, 2019 and July 1, 2021 as a Sales Representative. This PAGA settlement check is separate from and in addition to any other individual settlement payment you may receive in this case.

Because the State of California has released its PAGA claims through this settlement, you are precluded from bringing any and all claims under PAGA pled in the operative demand(s) that accrued during your employment as an exempt-classified Sales Representative, 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. Unless you excluded yourself from the class action portion of this settlement, you are also bound by the settlement release described in the settlement notice.

Enclosed you will also find an IRS Form 1099 for 100% of this payment. Please note that neither the Settlement Administrator nor Class Counsel can provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

Please cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date and will revert to the California unclaimed property fund under your name. If you have any questions about the calculation of your payment, please contact Class Counsel, Outten & Golden LLP, at 212-245-1000 or CrowdStrikeSettlement@outtengolden.com.

Regards,

CrowdStrike Settlement Administrator

EXHIBIT F

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

Hannah Cole-Chu
OUTTEN & GOLDEN LLP
601 Massachusetts Ave. NW, Ste 200W
Washington, D.C. 20001
Telephone: (212) 245-1000
Facsimile: (646) 509-2060
E-mail: hcolechu@outtengolden.com

*Attorneys for Claimants and the Proposed Class and
Collective and Aggrieved Employees*

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

Claimants,

v.

CROWDSTRIKE, INC.,

Respondent.

**CLASS, COLLECTIVE, AND PRIVATE
ATTORNEYS GENERAL ACT ACTION
DEMAND FOR ARBITRATION**

HUNTER HUGHES, ARBITRATOR

Claimants Jack Adons and Samir Essa (“Claimants”), individually and on behalf of all others similarly situated, by and through their attorneys, Outten & Golden LLP, complaining of the conduct of CrowdStrike, Inc. (“CrowdStrike” or “Respondent”) upon personal knowledge as to themselves and upon information and belief as to other matters, allege as follows:

PRELIMINARY STATEMENT

1. This action seeks to recover unpaid overtime compensation and other damages for Claimants and similarly situated co-workers who have worked for CrowdStrike as Sales Representatives.¹

2. CrowdStrike sells a cybersecurity software platform to business clients. CrowdStrike employs Sales Representatives, such as Claimants, to make sales to current and prospective customers.

3. While employed by CrowdStrike, Claimants and other Sales Representatives consistently worked more than 8 hours per day and more than 40 hours per workweek without receiving overtime compensation. During the relevant period, it was CrowdStrike’s policy to deprive Claimants of their earned overtime wages in violation of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201, *et seq.*, the California Labor Code (“Cal. Lab. Code”) and applicable Wage Orders and regulations, and the California Unfair Business Practices Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (collectively, the “California Wage Laws”).

4. CrowdStrike has uniformly classified its Sales Representatives as exempt from

¹ “Sales Representatives” are the 470 individuals included in a data summary produced by CrowdStrike on September 20, 2021, and who worked for CrowdStrike in the following job titles: Account Manager, Corporate Account Executive, SMB Account Executive, Corporate Account Manager, Inside Channel Account Manager, Channel Account Manager, Corporate Channel Account Manager, Inside Account Manager, Inside Sales Account Manager, Renewals Specialist, Market Response Representative, MRR North America, Inside Sales Rep, Sr. Sales Development Representative, and Sales Development Representative.

federal and state overtime provisions and did not pay Sales Representatives any overtime wages during the relevant period.

5. The primary duties of Sales Representatives are and have been non-exempt. These primary duties do not vary significantly from one Sales Representative to another.

6. The primary duties of Sales Representatives do not fall under any of the exemptions under federal or state overtime laws.

7. Sales Representatives have worked overtime hours, as defined by applicable federal and state laws, and are entitled to premium compensation at the appropriate rate for all overtime hours worked.

8. CrowdStrike has failed to pay and indemnify Sales Representatives for necessary business expenses and losses incurred as a direct result of the discharge of their duties of employment.

9. Claimant Adons brings this action individually and on behalf of similarly situated current and former Sales Representatives employed by CrowdStrike who elect to opt-in to this action pursuant to the FLSA, 29 U.S.C. §§ 201 *et seq.*, and specifically, the collective action provision of 29 U.S.C. § 216(b), to remedy violations of the FLSA by CrowdStrike that have deprived Claimants and others similarly situated of their lawfully earned wages.

10. Claimant Adons (“Claimant Adons” or “California Claimant”) also brings this action individually and on behalf of similarly situated current and former Sales Representatives who have worked for CrowdStrike in California as a Fed. R. Civ. P. 23 class action under the California Wage Laws.

11. Claimant Samir Essa (“Claimant Essa” or “PAGA Claimant”) also brings this action individually and on behalf of similarly situated current and former employees who worked for CrowdStrike as Sales Representatives in California from October 19, 2019 through July 1,

2021 pursuant to California’s Private Attorneys General Act, Cal. Lab. Code §§ 2698 *et seq.* as well as the general public to recover for violations of the California Labor Code.

12. Claimant Essa provided written notice to the California Labor and Workforce Development Agency (“LWDA”) of the legal claims and theories of this case pursuant to Cal. Lab. Code § 2699.3 on May XX, 2022.

JURISDICTION & VENUE

13. The parties have agreed that this matter will be arbitrated before Hunter Hughes. *See Exhibit A (Settlement Agreement).*

14. Claimant Essa provided written notice to the LWDA of the legal claims and theories of this case pursuant to Cal. Lab. Code § 2699.3 on May XX, 2022. Claimant Essa simultaneously provided a copy of that notice by certified mail to CrowdStrike. The LWDA has not taken any action with regard to the notice.

THE PARTIES

Claimants

Jack Adons

15. Claimant Jack Adons is an adult individual who is a resident of Corona Heights, California.

16. Claimant Adons was employed by CrowdStrike as Sales Representative from approximately May 2017 to approximately May 2018 at CrowdStrike’s office located in Sunnyvale, California.

17. Claimant Adons was an “employee” within the meaning of all applicable statutes.

18. Claimant Adons regularly worked more than 40 hours in a workweek and 8 in a day and was not paid for the hours he worked over 40 in a week or 8 in a day.

19. Claimant Adons incurred necessary business expenses for which he was not

reimbursed or indemnified by CrowdStrike.

20. Claimant Adon's written consent to join form is attached hereto as **Exhibit B**.

Samir Essa

21. Claimant Essa is an adult individual who is a resident of Alameda County, California.

22. Claimant Essa was employed by CrowdStrike as a Sales Representative from approximately November 9, 2020 to approximately August 13, 2021 at CrowdStrike's headquarters located in Sunnyvale, California.

23. Claimant Essa was an "employee" within the meaning of all applicable statutes.

24. Claimant Essa regularly worked more than 40 hours in a workweek and was not paid for the hours he worked over 40 in a week.

25. Claimant Essa's written consent to join form is attached hereto as **Exhibit C**.

Respondent CrowdStrike, Inc.

26. Upon information and belief, CrowdStrike is a corporation formed under the laws of the state of Delaware with a principal place of business in Sunnyvale, California.

27. Upon information and belief, CrowdStrike maintained control, oversight, and direction over its operations and employment practices.

28. At all times hereinafter mentioned, CrowdStrike was Claimants' "employer" within the meaning of all applicable statutes.

29. At all relevant times, CrowdStrike maintained control, oversight, and direction over Claimants and other Sales Representatives, including timekeeping, payroll, and other employment practices that applied to them.

30. CrowdStrike has applied the same employment policies, practices, and procedures to Sales Representatives, including policies, practices, and procedures with respect to payment of

overtime compensation and business expenses.

31. CrowdStrike's annual gross volume of business is not less than \$500,000 within the meaning of 29 U.S.C. § 203(s)(A)(ii).

FLSA COLLECTIVE ACTION CLAIMS

32. Claimant Adons brings the First Cause of Action pursuant to the FLSA, 29 U.S.C. § 216(b), on behalf of themselves and all similarly situated persons who work or worked for CrowdStrike as exempt-classified Sales Representatives in any state except California at any time from October 21, 2017 through July 1, 2021, and who elect to opt-in to this action (the "FLSA Collective").

33. Upon information and belief, there are dozens of current and former Sales Representatives who are similarly situated to Claimant Adons and were denied overtime compensation.

34. Claimant Adons is acting on behalf of current and former Sales Representatives' interests as well as their own interests in bringing this action.

35. All of the work that Claimant Adons and the FLSA Collective have performed was assigned by CrowdStrike, and/or CrowdStrike has been aware of all of the work that Claimant and the FLSA Collective performed.

36. As part of its regular business practice, CrowdStrike has intentionally, willfully, and repeatedly engaged in a pattern, practice and/or policy of violating the FLSA with respect to Claimant Adons and the FLSA Collective. This policy and pattern or practice has included, but is not limited to:

A. willfully failing to pay Claimant Adons and the members of the FLSA

Collective overtime wages for hours that they worked in excess of 40

hours per workweek;

B. willfully misclassifying Claimant Adons and the members of the FLSA

Collective as exempt from the protections of the FLSA; and

C. willfully failing to record the time that Claimant Adons and the members of the FLSA Collective worked for the benefit of CrowdStrike.

37. CrowdStrike was aware or should have been aware that federal law required it to pay employees performing non-exempt duties, including Claimant Adons and members of the FLSA Collective, an overtime premium for hours worked in excess of 40 per workweek.

38. The FLSA Collective members are readily identifiable and can be located through the use of CrowdStrike's records. The FLSA Collective should be notified of and allowed to opt-in to this action pursuant to 29 U.S.C. § 216(b). Unless the Court promptly issues such a notice, the FLSA Collective members, who have been unlawfully deprived of overtime pay in violation of the FLSA, will be unable to secure compensation to which they are entitled, and which has been unlawfully withheld from them by CrowdStrike.

CALIFORNIA CLASS ALLEGATIONS

39. California Claimant brings the Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Causes of Action on their own behalf and as a class action, pursuant to Fed R. Civ. P. 23, on behalf of the following class of persons:

All exempt-classified Sales Representatives who worked for CrowdStrike in California at any time between October 21, 2016 through July 1, 2021 (hereinafter referred to as the "California Class" and the "California Class Period," respectively).

40. Excluded from the California Class are CrowdStrike's legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the class period has had, a controlling interest in CrowdStrike; the Judge(s) to whom this case is

assigned and any member of the Judge(s)' immediate family; Sales Representatives who, on or before the date of preliminary approval of this settlement, have released CrowdStrike from wage and hour claims for all workweeks, including and without limitation, wage and hour claims released as part of a general; and all persons who will submit timely and otherwise proper requests for exclusion from the California Class.

41. The persons in the California Class are so numerous that joinder of all members is impracticable. Although the precise number of such persons is unknown, the facts on which the calculation of that number can be based are presently within the sole control of CrowdStrike.

42. Upon information and belief, the size of the California Class is at least 40 individuals.

43. The Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action are properly maintainable as a class action under Fed. R. Civ. P. 23(b)(3). There are questions of law and fact common to the California Class that predominate over any questions solely affecting individual members of the California Class, including but not limited to:

- A. Whether CrowdStrike unlawfully failed to pay California Class members overtime compensation owed, in violation of the California Labor Code and related regulations, Cal. Lab. Code §§ 226, 510, and 1194; Cal. Wage Order Nos. 4-2001 and 7-2001; and the California Unfair Competition Law, Cal. Bus & Prof. Code §§ 17200, *et seq.*;
- B. Whether California Class members were non-exempt employees entitled to overtime compensation for overtime hours worked under California law;
- C. Whether CrowdStrike's policy and pattern or practice of classifying California Class Members as exempt from overtime entitlement under California law and CrowdStrike's policy and pattern or practice of failing to pay overtime to California Class members violated applicable provisions of California law;
- D. Whether CrowdStrike has unlawfully failed to keep and furnish the California Class members with timely, accurate, and itemized records of hours worked in violation of Cal. Lab. Code §§ 226 and 1174;

- E. Whether CrowdStrike has unlawfully failed to timely pay wages during employment and/or upon separation in violation of Cal. Lab. Code §§ 201, 202, and 203; and,
- F. Whether CrowdStrike has unlawfully failed to furnish the California Class members with proper meal and/or rest breaks, in violation of the California Labor Code and related regulations, Cal. Lab. Code §§ 226.7, 512 and applicable wage orders;
- G. Whether CrowdStrike has unlawfully failed to pay and indemnify necessary business expenses and costs in violation of the California Labor Code and related regulations, Cal. Lab. Code § 2802, and
- H. The nature and extent of the California Class members' injuries and the appropriate measure of their damages.

44. California Claimant will fairly and adequately represent and protect the interests of the members of the California Class. California Claimant understands that as a class representative they assume a fiduciary responsibility to the class to represent its interests fairly and adequately. California Claimant recognizes that as a class representative they must represent and consider the interests of the class just as they would represent and consider their own interests. California Claimant understands that in decisions regarding the conduct of the litigation and its possible settlement, they must not favor their own interests over the interests of the class. California Claimant recognizes that any resolution of a class action must be in the best interest of the class. California Claimant understands that in order to provide adequate representation, they must be informed of developments in litigation, cooperate with class counsel, and testify at deposition and/or trial. California Claimant has retained counsel competent and experienced in complex class actions and employment litigation. There is no conflict between California Claimant and the California Class members.

45. A class action is superior to other available methods for the fair and efficient adjudication of this litigation. The members of the California Class were damaged and are entitled to recovery as a result of CrowdStrike's violation of the California Wage Laws as well as

its common and uniform policies, practices, and procedures. Although the relative damages suffered by individual members of the California Class are not *de minimis*, such damages are small compared to the expense and burden of individual prosecution of this litigation. The California Claimant lacks the financial resources to conduct a thorough examination of CrowdStrike's timekeeping and compensation practices and to prosecute vigorously a lawsuit against CrowdStrike to recover such damages. In addition, class litigation is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about CrowdStrike's practices.

46. Further, the California Claimant and the California Class have been equally affected by CrowdStrike's failure to pay proper wages and other violations. Moreover, members of the California Class still employed by CrowdStrike may be reluctant to raise individual claims for fear of retaliation.

47. CrowdStrike has acted or refused to act on grounds generally applicable to the California Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

48. California Claimant's claims are typical of the claims of the California Class members they seek to represent. California Claimant and all members of the California Class worked for CrowdStrike as Sales Representatives in the State of California. California Claimant and members of the California Class enjoy the same statutory rights under the California Wage Laws to be paid overtime wages. California Claimant and members of the California Class all sustained similar types of damages as a result of CrowdStrike's failure to comply with the California Wage Laws. California Claimant and the members of the California Class all were injured in that they were uncompensated or under-compensated due to CrowdStrike's common policies, practices and patterns of conduct.

COMMON FACTUAL ALLEGATIONS

49. Claimants and the members of the FLSA Collective and the California Class and Aggrieved Employees (collectively, “Class Members”) have been victims of CrowdStrike’s common policy and plan of improperly classifying Sales Representatives as overtime exempt, requiring them to work in excess of 40 hours per week and in excess of 8 hours per day, and denying them overtime compensation.

50. At all times relevant, CrowdStrike’s unlawful policy and pattern or practice has been willful.

51. Sales Representatives’ primary duties were non-exempt duties, specifically, identifying business opportunities, engaging with potential and existing customers by phone, email, social media, and web meetings, and making sales of CrowdStrike’s products.

52. Although Sales Representatives were eligible to earn commissions based on various performance indicators, these commissions did not constitute the majority of their earnings.

53. Throughout their employment, Claimants and Class Members consistently worked more than 40 hours per week and 8 hours per day.

54. CrowdStrike was aware that Claimants and the Class Members worked more than 40 hours per workweek and 8 hours per day yet failed to pay them any overtime compensation.

55. CrowdStrike did not keep accurate records of hours worked by Claimants. That is, Claimants’ hours were not accurately recorded on pay stubs, and CrowdStrike did not require Claimants to clock in or out, or otherwise record their time.

56. CrowdStrike failed to pay Claimants and Class Members time and one-half for all hours worked over 40 in a workweek in violation of the FLSA.

57. CrowdStrike failed to pay Claimants and California Class members overtime

compensation for all of their overtime hours worked, including for any of the overtime hours they worked over 8 in a workday and over 40 in a workweek.

58. CrowdStrike failed to furnish Claimants and the California Class members with an accurate itemized statement showing, *inter alia*, wages, hours worked, and rates paid as required by the California Wage Laws.

59. CrowdStrike failed to timely pay Claimants and the California Class Members all wages earned and unpaid during employment and/or at the time of separation from employment.

60. CrowdStrike failed to reimburse and indemnify Claimants and the California Class Members for all necessary business expenditures incurred during the course of their employment.

61. Claimants and all California Class members who ceased employment with CrowdStrike are entitled to unpaid compensation, but to date have not received such compensation.

62. CrowdStrike failed to provide Claimants and California Class members with at least a half-hour meal break in which they were relieved of all duty, and, for shifts of more than ten-hours, a second half-hour meal break in which they were relieved of all duty, as required by the California Wage Laws.

63. CrowdStrike failed to provide Claimants and California Class members with at least one ten-minute rest break for each four hours worked, or major fraction thereof, as required by the California Wage Laws.

64. As part of its regular business practice, CrowdStrike intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy that violates the FLSA and California Wage Laws.

65. CrowdStrike's policy and pattern or practice includes but is not limited to:

- A. willfully misclassifying Claimants and Class Members as exempt from the protections of federal and state overtime laws;
- B. willfully failing to record the time that its employees, including Claimants and Class Members, worked for the benefit of CrowdStrike;
- C. willfully failing to keep payroll records as required by the FLSA and California Wage Laws; and
- D. willfully failing to pay its employees, including Claimants and Class Members, minimum wage and/or overtime wages for all of the overtime hours that they worked.

66. CrowdStrike was or should have been aware that the FLSA required it to pay its Sales Representatives overtime compensation for all hours worked in excess of 40 per week.

67. CrowdStrike's failure to pay Claimants and Class Members overtime wages for their work in excess of 40 hours per week was willful, intentional, and in bad faith.

68. CrowdStrike's unlawful conduct has been widespread, repeated, and consistent.

FIRST CAUSE OF ACTION

FLSA – Overtime Wages

29 U.S.C. §§ 201, *et seq.*

(Brought by Claimant Adons Individually and on Behalf of the FLSA Collective)

69. Claimant Adons realleges and incorporates by reference all allegations in all preceding paragraphs.

70. CrowdStrike has engaged in a widespread pattern and practice of violating the FLSA, as described in this Class and Collective Action Demand for Arbitration.

71. Claimant Adons has expressed consent to make these claims against CrowdStrike by filing a written consent form, pursuant to 29 U.S.C. § 216(b).

72. Claimant and members of the FLSA Collective are and were non-exempt employees entitled to be paid overtime compensation for all overtime hours worked.

73. At all relevant times, Claimant and other similarly situated current and former employees were engaged in commerce and/or the production of goods for commerce within the

meaning of 29 U.S.C. § 207(a).

74. The overtime wage provisions set forth in 29 U.S.C. §§ 201, *et seq.* of the FLSA apply to CrowdStrike.

75. CrowdStrike is an employer engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. §§ 206(a) and 207(a).

76. At all times relevant, Claimant Adons and members of the FLSA collective were employees within the meaning of 29 U.S.C. §§ 203(e) and 207(a).

77. CrowdStrike has failed to pay Claimant Adons and other similarly situated current and former employees the overtime wages to which they were entitled under the FLSA.

78. CrowdStrike's violations of the FLSA, as described in this Demand, have been willful and intentional.

79. CrowdStrike failed to make a good faith effort to comply with the FLSA with respect to its compensation of Claimant and other similarly situated current and former employees.

80. Because CrowdStrike's violations of the FLSA are willful, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255.

81. As a result of CrowdStrike's willful violations of the FLSA, Claimant and all other similarly situated employees have suffered damages by being denied overtime wages in accordance with 29 U.S.C. §§ 201, *et seq.*

82. As a result of the unlawful acts of CrowdStrike, Claimant and other similarly situated current and former employees have been deprived of overtime compensation and other wages in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. § 216(b).

SECOND CAUSE OF ACTION

California Wage Laws – Minimum Wage and Overtime Wages California Wage Order Nos. 4-2001 & 7-2001; Cal. Lab. Code §§ 510, 1194, 1194.2, 1197, (Brought by California Claimant Individually and on Behalf of the California Class)

83. California Claimant realleges and incorporates by reference all allegations in all preceding paragraphs.

84. California law requires employers, such as CrowdStrike, to pay minimum wage to all non-exempt employees for all hours worked and overtime compensation to all non-exempt employees for all hours worked over 40 per workweek and over 8 per day.

85. California Claimant and the California Class members are and were non-exempt employees entitled to be paid minimum wage for all hours worked and overtime compensation for all overtime hours worked.

86. At all relevant times, California Claimant and the California Class members worked in excess of 40 hours in a workweek and 8 hours in a workday.

87. At all relevant times, CrowdStrike failed and refused to pay California Claimant and the California Class members minimum wage and overtime compensation.

88. As a direct and proximate result of CrowdStrike's unlawful conduct, as set forth herein, California Claimant and the California Class members have sustained damages, including loss of earnings for all hours/of overtime hours worked for the benefit of CrowdStrike in an amount to be established at trial, prejudgment interest, and costs and attorneys' fees, pursuant to statute and other applicable law.

THIRD CAUSE OF ACTION

California Wage Laws – Record-Keeping Violations California Wage Order Nos. 4-2001 & 7-2001; Cal. Lab. Code §§ 226 (Brought by California Claimant Individually and on Behalf of the California Class)

89. California Claimant realleges and incorporates by reference all allegations in all

preceding paragraphs.

90. CrowdStrike knowingly and intentionally failed to provide timely, accurate, itemized wage statements including, *inter alia*, all hours worked, to California Claimant and the California Class members in accordance with California Wage Order Nos. 4-2001 and 7-2001 and California Labor Code § 226(a). Such failure has caused injury to California Claimant and the California Class members, by, among other things, impeding them from knowing the amount of wages to which they are and were entitled.

91. California Claimant and the California Class members are entitled to and seek injunctive relief requiring CrowdStrike to comply with California Labor Code §§ 226(a) and further seek the amount provided under California Labor Code §§ 226(e), including the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period.

FOURTH CAUSE OF ACTION
California Wage Laws – Wage Payment Provisions
Cal. Lab. Code §§ 201, 202, & 203
(Brought by California Claimant Individually and on Behalf of the California Class)

92. California Claimant realleges and incorporates by reference all allegations in all preceding paragraphs.

93. California Labor Code §§ 201 and 202 require CrowdStrike to pay its employees all wages due upon termination within the time specified by law. California Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced, up to a maximum of thirty (30) days of wages.

94. California Claimant and all California Class members who ceased employment with CrowdStrike are entitled to unpaid compensation, but to date have not received such

compensation.

95. More than thirty (30) days have passed since California Claimant and certain California Class members left CrowdStrike's employ.

96. California Claimant, on behalf of them self and the California Class members, seek waiting time penalties pursuant to California Labor Code § 203, attorneys' fees and costs, and such other legal and equitable relief as the Court deems just and proper.

FIFTH CAUSE OF ACTION

California Wage Laws – Untimely Payment of Wages

Cal. Labor Code §§ 204, 210

(Brought by California Claimant Individually and on Behalf of the California Class)

97. California Claimant realleges and incorporates by reference all allegations in all preceding paragraphs.

98. Under California Labor Code § 204, labor performed between the 1st and 15th days of a calendar month must be paid for between the 16th and the 26th of that month, and labor performed between the 16th and the last day of a calendar month must be paid for between the 1st and the 10th day of the following month. Other payroll periods such as weekly, biweekly (every two weeks) or semimonthly (twice per month), when the earning period is something other than between the 1st and 15th, and 16th and last day of the month, must be paid within seven calendar days of the end of the payroll period within which the wages were earned.

99. California Labor Code § 210(a) provides that persons who fail to pay wages as provided in § 204 are subject to statutory penalties of: (1) one hundred dollars (\$100) for each failure to pay each employee for any initial violation; and (2) two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld, for each subsequent violation, or any willful or intentional violation.

100. During the relevant period, CrowdStrike failed to pay California Claimant and

California Class Members all of their wages earned in a timely manner, in violation of California Labor Code § 204.

101. California Claimant, on behalf of them self and California Class Members, seeks waiting time penalties pursuant to California Labor Code § 210, attorneys' fees and costs, and such other legal and equitable relief as just and proper.

SIXTH CAUSE OF ACTION

California Wage Laws – Failure to Indemnify for Necessary Business Expenses California Labor Code § 2802; Cal. Wage Order Nos. 4-2001 & 7-2001 (Brought by California Claimant Individually and on Behalf of the California Class)

102. California Claimant realleges and incorporates by reference all allegations in all preceding paragraphs.

103. The foregoing conduct, as alleged, violates California Labor Code section 2802 and the IWC Wage Orders, which requires employers to indemnify and reimburse employees for necessary business expenditures and losses incurred as a direct result of the discharge of their employment duties.

104. During the relevant period, CrowdStrike failed to indemnify California Claimant and California Class Members for all necessary business expenses, including but not limited to home internet expenses, that they incurred as a direct result of the duties they performed for CrowdStrike's benefit and/or at CrowdStrike's direction.

105. As a result, California Claimant and California Class Members seek unreimbursed expenses, penalties, interest, costs incurred, and attorneys' fees pursuant to California Labor Code § 2802(b).

SEVENTH CAUSE OF ACTION

California Wage Laws – Meal and Rest Period Violations

Cal. Labor Code §§ 218.5, 226.7 & 512, Wage Order Nos. 4-2001 & 7-2001

(Brought by California Claimant Individually and on Behalf of Aggrieved Employees)

106. California Claimant realleges and incorporates by reference all allegations in all preceding paragraphs.

107. California Claimant and California Class Members regularly worked in excess of five-hour shifts without being afforded at least a half-hour meal break during which they were relieved of all duty, and more than ten-hour shifts without being afforded a second half-hour meal break in which they were relieved of all duty, as required by California Labor Code §§ 226.7 and 512 and Wage Order Nos. 4-2001 and 7-2001, § 11.

108. California Claimant and California Class Members regularly worked in excess of three and one-half hours without being authorized and permitted to take rest periods at the rate of ten minutes net rest time per four hours or major fraction thereof, as required by California Labor Code §§ 226.7 and Wage Order Nos. 4-2001 and 7-2001, § 12.

109. As a result of CrowdStrike's failure to afford proper meal and rest periods, CrowdStrike is liable to California Claimant and California Class Members for one hour of additional pay at the regular rate of compensation for each workday that the proper meal or rest periods were not provided, pursuant to California Labor Code § 226.7 and Wage Order Nos. 4-2001 and 7-2001, §§ 11-12.

EIGHTH CAUSE OF ACTION

California Wage Laws – Unfair Competition

California Business & Professions Code §§ 17200, *et seq.*

(Brought by California Claimant Individually and on Behalf of the California Class)

110. California Claimant realleges and incorporates by reference all allegations in all preceding paragraphs.

111. The foregoing conduct, as alleged, violates the California Unfair Competition Law (“UCL”). The UCL prohibits unfair competition by prohibiting, *inter alia*, any unlawful or unfair business acts or practices.

112. Beginning at a date unknown to California Claimant, but at least as long ago as four years prior to the filing of this action, CrowdStrike committed, and continued to commit, acts of unfair competition, as defined by the UCL, by, among other things, engaging in the acts and practices described herein. CrowdStrike’s conduct as alleged herein has injured the California Claimant and California Class members by wrongfully denying them earned wages, and therefore was substantially injurious to them.

113. CrowdStrike engaged in unfair competition in violation of the UCL by violating, *inter alia*, each of the following laws. Each of these violations constitutes an independent and separate violation of the UCL:

- a. FLSA, 29 U.S.C. §§ 201, *et seq.*;
- b. Cal. Lab. Code §§ 201-203;
- c. Cal. Lab. Code § 1194;
- d. Cal. Lab. Code § 226;
- e. Cal. Lab. Code § 1174; and
- f. Cal. Lab. Code § 510.

114. CrowdStrike’s course of conduct, acts, and practices in violation of the California laws mentioned in the above paragraph constitute a separate and independent violation of the UCL. CrowdStrike’s conduct described herein violates the policy or spirit of such laws or otherwise significantly threatens or harms competition.

115. The unlawful and unfair business practices and acts of CrowdStrike, described above, have injured the California Claimant and California Class members in that they were

wrongfully denied the payment of earned overtime wages.

116. California Claimant, individually and on behalf of the California Class, seeks recovery of attorneys' fees and costs of this action to be paid by CrowdStrike, as provided by the UCL and California Labor Code §§ 218, 218.5, and 1194.

117. California Claimant, individually and on behalf of the California Class, seeks restitution in the amount of the respective unpaid wages earned and due, including for unpaid overtime at a rate not less than one and one-half times the regular rate of pay for work performed in excess of 40 hours in a workweek, or 8 hours in a day, and double the regular rate of pay for work performed in excess of 12 hours per day.

NINTH CAUSE OF ACTION

PAGA Penalties for Minimum Wage and Overtime Violations Cal. Labor Code §§ 510, 1194, , 1194.2, 1197, 1198; Wage Order Nos. 4-2001 & 7-2001 (Brought by PAGA Claimant Individually and on Behalf of Aggrieved Employees)

118. PAGA Claimant realleges and incorporates by reference all allegations in all preceding paragraphs.

119. The foregoing conduct, as alleged, constitutes a violation of California Labor Code §§ 510, 1194, 1194.2, 1197, 1198, and Wage Order Nos. 4-2001 & 7-2001, which require the payment of minimum wage for all hours worked and overtime pay for time worked over eight hours in a day or over 40 hours in a week.

120. Although the PAGA Claimant and Aggrieved Employees worked more than eight hours in a day or 40 hours in a week, CrowdStrike had a policy and practice of failing and refusing to pay them minimum wage for all hours worked and overtime for hours worked over eight hours in a day or over 40 hours in a week and thus violated the above-referenced provisions of the Labor Code.

121. The PAGA Claimant, on behalf of the State of California and the Aggrieved Employees, seeks to recover the appropriate civil penalties set out in Labor Code §§ 558 and 2699 and attorneys' fees and costs.

TENTH CAUSE OF ACTION
PAGA Penalties for Wage Statement Violations
Cal. Labor Code §§ 226(a), 226.3, 1174(d), & 1174.5
(Brought by PAGA Claimant Individually and on Behalf of Aggrieved Employees)

122. PAGA Claimant realleges and incorporates by reference all allegations in all preceding paragraphs.

123. The foregoing conduct, as alleged, constituted a violation of California Labor Code § 226, which provides requirements for properly itemized wage statements.

124. CrowdStrike knowingly and intentionally failed to provide timely, accurate, and itemized wage statements including, *inter alia*, hours worked, to PAGA Claimant and Aggrieved Employees in accordance with California Wage Order Nos. 4-2001 and 7-2001 and California Labor Code § 226(a). Such failure caused injury to PAGA Claimant and the Aggrieved Employees, by, among other things, impeding them from knowing the amount of wages to which they are and were entitled.

125. PAGA Claimant, on behalf of the State of California and the Aggrieved Employees, seeks to recover the appropriate civil penalties set out in Labor Code §§ 226.3 and 2699, as well as attorneys' fees and costs.

ELEVENTH CAUSE OF ACTION
PAGA Penalties for Failure to Timely Pay Wages Due upon Termination
Cal. Labor Code §§ 201, 202, & 203
(Brought by PAGA Claimant Individually and on Behalf of Aggrieved Employees)

126. PAGA Claimant realleges and incorporates by reference all allegations in all preceding paragraphs.

127. California Labor Code §§ 201 and 202 require CrowdStrike to pay its employees all wages due within the time specified by law. California Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced, up to a maximum of thirty (30) days of wages.

128. PAGA Claimant and all Aggrieved Employees who ceased employment with CrowdStrike are entitled to unpaid compensation, but to date have not received such compensation.

129. More than thirty (30) days have passed since PAGA Claimant and certain Aggrieved Employees left CrowdStrike's employ.

130. As a consequence of CrowdStrike's willful conduct of not paying compensation for all hours worked, PAGA Claimant, on behalf of the State of California and the Aggrieved Employees, seeks civil penalties, attorneys' fees and costs, and any other appropriate relief under PAGA.

TWELFTH CAUSE OF ACTION
PAGA Penalties for Wage Payment Violations
Cal. Labor Code §§ 204, 210
(Brought by PAGA Claimant Individually and on Behalf of Aggrieved Employees)

131. PAGA Claimant realleges and incorporates by reference all allegations in all preceding paragraphs.

132. Under California Labor Code § 204, labor performed between the 1st and 15th days of any calendar month will be paid for between the 16th and the 26th of that month, and that labor performed between the 16th and the last day of any calendar month will be paid for between the 1st and the 10th day of the following month. Other payroll periods such as weekly, biweekly (every two weeks) or semimonthly (twice per month), when the earning period is something other than between the 1st and 15th, and 16th and last day of the month, must be paid within seven calendar days of the end of the payroll period within which the wages were earned.

133. During the relevant time period, CrowdStrike failed to pay PAGA Claimant and Aggrieved Employees in a timely manner all of their wages earned, in violation of California Labor Code § 204.

134. According to California Labor Code § 210, “In addition to, and entirely independent and apart from, any other penalty in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204(b), 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

135. PAGA Claimant, on behalf of the State of California and the Aggrieved Employees, seeks civil penalties, attorneys’ fees and costs, and any other appropriate relief pursuant to the PAGA.

THIRTEENTH CAUSE OF ACTION
PAGA Penalties for Meal and Rest Period Violations
Cal. Labor Code §§ 218.5, 226.7 & 512, Wage Order Nos. 4-2001 & 7-2001
(Brought by PAGA Claimant Individually and on Behalf of Aggrieved Employees)

136. PAGA Claimant realleges and incorporates by reference all allegations in all preceding paragraphs.

137. PAGA Claimant and Aggrieved Employees regularly worked in excess of five-hour shifts without being afforded at least a half-hour meal break during which they were relieved of all duty, and more than ten-hour shifts without being afforded a second half-hour meal break in which they were relieved of all duty, as required by California Labor Code §§ 226.7 and 512 and Wage Order Nos. 4-2001 and 7-2001, § 11.

138. PAGA Claimant and the Aggrieved Employees regularly worked in excess of three and one-half hours without being authorized and permitted to take rest periods at the rate of ten minutes net rest time per four hours or major fraction thereof, as required by California Labor Code §§ 226.7 and Wage Order Nos. 4-2001 and 7-2001, § 12.

139. PAGA Claimant, on behalf of the State of California and the Aggrieved Employees, seeks to recover the appropriate civil penalties, attorneys' fees and costs, and any other appropriate relief pursuant to the PAGA.

FOURTEENTH CAUSE OF ACTION
PAGA Penalties for Failure to Indemnify for Necessary Business Expenses
California Labor Code §§ 2802, *et seq.*, 221, 225.5
(Brought by PAGA Claimant Individually and on Behalf of Aggrieved Employees)

140. PAGA Claimant realleges and incorporates by reference all allegations in all preceding paragraphs.

141. During the relevant period, CrowdStrike failed to indemnify PAGA Claimant and Aggrieved Employees for all necessary business expenses in violation of the California Labor

Code, including Labor Code sections 2802, 221, and 225.5.

142. PAGA Claimant, on behalf of the State of California and the Aggrieved Employees, seeks to recover the appropriate civil penalties, attorneys' fees and costs, and any other appropriate relief pursuant to the PAGA.

PRAYER FOR RELIEF

WHEREFORE, Claimant Adons, individually and on behalf of the FLSA Collective, requests the following relief:

- A. Designation of this action as a collective action and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the FLSA Collective, apprising them of the pendency of this action, and permitting them to file individual Consent to Join forms pursuant to 29 U.S.C. § 216(b);
- B. An award of damages, according to proof, including liquidated damages, to be paid by CrowdStrike;
- C. Appropriate equitable and injunctive relief to remedy violations, including but not necessarily limited to an order enjoining CrowdStrike from continuing its unlawful practices under the FLSA and/or a declaration that CrowdStrike's acts violate the FLSA;
- D. A reasonable service award for each Claimant to compensate them for the time they spent attempting to recover wages for the FLSA Collective and for the risks they took in doing so;
- E. Costs of the action incurred herein;
- F. Attorneys' fees, including fees pursuant to 29 U.S.C. § 216;
- G. Post-judgment interest, as provided by law;
- H. Such other relief as this Court deems necessary, just, and proper.

WHEREFORE, California Claimant, on behalf of them self and all California Class members they seek to represent, requests the following relief:

- I. Certification of this action as a class action on behalf of the California Class;
- J. Designation of California Claimant as Representative of the California Class they seek to represent;
- K. Designation of California Claimant's counsel of record as Class Counsel for the California Class;
- L. An award of damages, liquidated damages, and restitution, to be paid by CrowdStrike according to proof;
- M. Appropriate statutory penalties;
- N. Appropriate equitable and injunctive relief to remedy violations, including but not necessarily limited to an order enjoining CrowdStrike from continuing its unlawful practices under California Wage Laws and/or a declaration that CrowdStrike's acts violate the California Wage Laws;
- O. Reasonable service awards for the California Claimant to compensate them for the time they spent attempting to recover wages for the California Class members and for the risks they took in doing so;
- P. Attorneys' fees and costs of suit;
- Q. Pre- and post-judgment interest, as provided by law; and
- R. Such other relief as this Court deems necessary, just, and proper.

WHEREFORE, PAGA Claimant, on behalf of them self and all Aggrieved Employees they seek to represent, requests the following relief:

- S. Civil penalties provided, per violation, under the Private Attorney General Act, California Labor Code §§ 2698, *et seq.*;

- T. Reasonable service awards to compensate PAGA Claimant for the time they have spent and will spend attempting to recover wages for the Aggrieved Employees and for the risks they took in doing so;
- U. Attorneys' fees and costs of suit; and
- V. Such other relief as this Court deems necessary, just, and proper.

Dated: New York, New York
XX, 2022

Respectfully submitted,

By: /s/ Melissa L. Stewart
Melissa Stewart

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