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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

RUSTIN FOX, GABRIELE SANTI, and
PATRICK BURK, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiff,

vs.

CRISIS24, INC., a Corporation; CRISIS24
PROTECTIVE SOLUTIONS, LP, a Limited
Partnership; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 23CV418864

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: May 21, 2025
Hearing Time: 1:30 p.m.
[Hearing scheduled by Order dated January 9,
2025]

Judge: Hon. Theodore C. Zayner
Dept.: 19

Action Filed: July 7, 2023
Trial Date: Not set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on May 28, 2025, the Court entered the Final
3 Approval Order and Judgment in the above entitled action. A true and correct copy of the Final
4 Approval Order and Judgment is attached hereto as Exhibit #1.

5 Respectfully submitted,

6
7 Dated: May 29, 2025

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

8 By: /s/ Kyle Nordrehaug
9 Kyle R. Nordrehaug
10 Attorneys for Plaintiffs
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I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California, 92037.

1. Notice of Entry of Judgment

Malcolm A. Heinicke
MUNGER, TOLLES & OLSON LLP
560 Mission Street, 27th Floor
San Francisco, California 94105-2907

Joseph D. Lee
MUNGER, TOLLES & OLSON LLP
350 South Grand Avenue, 50th Floor
Los Angeles, California 90071-3426

Attorney For Defendants

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on May 29, 2025, at San Diego, California.


Kyle Nordrehaug

EXHIBIT #1

Filed
May 28, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
23CV418864
By: moffhaus

M. Offhaus

**BLUMENTHAL NORDREHAUG BHOWMIK
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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

RUSTIN FOX, GABRIELE SANTI, and
PATRICK BURK, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

v.

CRISIS24, INC., a Corporation; CRISIS24
PROTECTIVE SOLUTIONS, LP, a Limited
Partnership; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 23CV418864

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: May 21, 2025
Hearing Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner
Dept.: 19

Action Filed: July 7, 2023
Trial Date: Not set

1 The unopposed motion of Plaintiffs Rustin Fox, Gabriele Santi, and Patrick Burk
2 (“Plaintiffs”) for an order finally approving the class action settlement of this action between
3 Plaintiffs and Defendants Crisis24, Inc. and Crisis24 Protective Solutions, LP (“Defendants”)
4 came on for hearing on May 21, 2025 before the Honorable Theodore C. Zayner. Defendants
5 have stated their non-opposition to the motion.

6 The Court issued a tentative ruling for May 21, 2025, which was not contested. The Court,
7 having considered the briefs, argument of counsel and all matters presented to the Court and good
8 cause appearing, hereby confirms the tentative as the final ruling of the Court which is now
9 incorporated herein, and therefore the Court orders that the foregoing motion is GRANTED and
10 Judgment is entered, as set forth below.

11 It is further ORDERED, ADJUDGED, and DECREED as follows:

12 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
13 incorporated herein by reference, this Court finds that the requirements of California Code of Civil
14 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

15 2. The Court hereby adopts and incorporates by reference the terms and conditions
16 defined in the Class Action and PAGA Settlement Agreement (the “Agreement” or “Settlement”),
17 and all terms not otherwise defined in this Order and Judgment shall have the same meaning as set
18 forth in the Agreement.

19 3. This Court finds that it has jurisdiction over the subject matter of this litigation
20 pending before the California Superior Court for the County of Santa Clara, and over all Parties to
21 this litigation, including the Class.

22 4. On September 26, 2024, Plaintiffs submitted the proper notice of the Settlement to
23 the California Labor and Workforce Development Agency (“LWDA”) prior to filing their motion
24 for approval of the Settlement.

25 5. Pursuant to Labor Code § 2698, *et seq.*, the Court also finds that the Settlement’s
26 resolution of the alleged PAGA claims furthers PAGA’s objectives. The PAGA Penalties amount
27 of \$50,000 is approved and shall be paid out of the Gross Settlement Amount, 75% of which shall
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1 be allocated and paid to the LWDA and 25% of which shall be distributed to the Aggrieved
2 Employees as Individual PAGA Payments. The Administrator will calculate each Individual
3 PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA
4 Penalties (\$12,500) by the total number of PAGA Pay Periods worked by all Aggrieved
5 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's
6 PAGA Pay Periods. The Aggrieved Employees are all non-exempt employees who worked for
7 Defendants in the State of California at any time during the PAGA Period, which is July 29, 2022
8 through June 26, 2024.

9 6. All Aggrieved Employees will be sent their share of the PAGA Penalties and will
10 be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt
11 out of the Class Settlement. Because the PAGA statute does not allow Aggrieved Employees to
12 exclude themselves from the PAGA Settlement, the Aggrieved Employees are bound by the
13 Settlement, including the release of all Released PAGA Claims, regardless of whether they
14 negotiate their settlement check.

15 7. In compliance with the Preliminary Approval Order, the Class Notice was mailed
16 by first class mail to members of the Class at their last known addresses on or about February 6,
17 2025. Mailing of the Class Notice to members' last known addresses was the best notice
18 practicable under the circumstances and was reasonably calculated to communicate actual notice
19 of the litigation and the proposed settlement to the Class.

20 8. The Class Notice fully and accurately informed the Class Members of all material
21 elements of the proposed Settlement and the Class Members' options including, *inter alia*, their
22 options (i) to be excluded from the Class by submitting a written opt-out request, (ii) to be
23 represented by counsel of their choosing, and (iii) to object to the terms of the Settlement. The
24 Class Notice was valid, due, and sufficient notice to all Class Members, and complied fully with
25 the laws of the State of California, the United States Constitution, due process and other applicable
26 law. The Class Notice fairly and adequately described the Settlement and provided Class
27 Members with adequate instructions and means to obtain additional information.
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1 9. A full opportunity has been afforded to the Class Members to participate in this
2 hearing, and all Class Members and other persons wishing to be heard have been heard. Class
3 Members also have had a full and fair opportunity to exclude themselves from the proposed
4 Settlement and Class. There was an adequate interval between notice and the deadline to permit
5 Class Members to choose what to do and act on their decision. Accordingly, the Court determines
6 that all Class Members who did not timely and properly submit a request for exclusion in
7 accordance with the Agreement are bound by the Settlement and this Final Approval Order and
8 Judgment.

9 10. The Court has considered all relevant factors for determining the fairness of the
10 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
11 particular, the Court finds that the Gross Settlement Amount of One Million Two Hundred Fifty
12 Thousand Dollars and zero cents (\$1,250,000.00) and the other terms set forth in the Agreement
13 are fair, reasonable, and adequate.

14 11. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
15 48 Cal.App.4th 1794, 1801 (1996). The Court finds that the Settlement was the result of arm's-
16 length bargaining between the Parties during an all-day mediation before Tripper Ortman, a
17 respected and experienced mediator of wage and hour class actions. There has been no collusion
18 between the Parties in reaching the proposed settlement. Plaintiffs' investigation and discovery
19 have been sufficient to allow the Court and counsel to act intelligently and to become familiar with
20 the strengths and weaknesses of the claims. Counsel for both Parties are experienced in similar
21 employment class action litigation. All counsel recommended approval of the Agreement. The
22 percentage of objectors and requests for exclusion is small. No objections were received. Eight
23 requests for exclusion were received.

24 12. The consideration to be given to the Class Members, the Aggrieved Employees,
25 and the LWDA under the terms of the Agreement, is fair, reasonable and adequate consideration
26 for the release of claims, given the uncertainties and significant risks of the litigation related to
27 certification, liability, and damages issues; the strengths and weaknesses of the claims; and the
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1 delays which would ensue from continued prosecution of the action. In so finding, the Court has
2 considered all evidence presented, and the Parties have provided the Court with sufficient
3 information about the nature and magnitude of the claims being settled, as well as the
4 impediments to recovery, to permit the Court to make an independent assessment of the
5 reasonableness of the terms to which the Parties have agreed.

6 13. The Court hereby grants final approval of the class settlement with respect to: All
7 individuals who are or previously were (a) employed by Defendants in the State of California at
8 any time during the Class Period, and (b) classified as non-exempt (i.e., hourly) employees. The
9 “Class Period” is July 1, 2021 through June 26, 2024. All persons who meet the foregoing
10 definition are members of the Class, except for those individuals who timely submitted a valid
11 request for exclusion (“opt out”) from the Class. The following Class Members were the only
12 Class Members who opted out of the Settlement: Paul White, Jeffery Wai, Joshua Ledbetter,
13 Andrew Orlando, William Sigmon, Michael Pauls, Andres Mireles, and Leonardo Garcia.

14 14. Plaintiffs are suitable Class Representatives and are hereby appointed the Class
15 Representatives for the Class. The Court finds that Plaintiffs’ investment and commitment to the
16 litigation and its outcome ensured adequate and zealous advocacy for the Class, and that their
17 interests are aligned with those of the Class.

18 15. The Agreement provides for Class Representative Service Payments of not more
19 than \$10,000 each to the Plaintiffs, subject to the Court’s approval. The Court hereby awards the
20 Class Representative Service Payments in the amount of \$10,000 to Plaintiff Fox, \$10,000 to
21 Plaintiff Santi, and \$5,000 to Plaintiff Burk, for a total of \$25,000 in approved incentive awards,
22 and finds that such Class Representative Service Payments are reasonable in light of the risks and
23 burdens undertaken by the Plaintiffs in the litigation, for their time and effort in bringing and
24 prosecuting this matter on behalf of the Class and the Aggrieved Employees, and for their
25 execution of general releases.

26 16. The Court finds that Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit
27 Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Danny Yadidsion and Noël
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1 Harlow of Labor Law PC (“Class Counsel”) have the requisite qualifications, experience, and skill
2 to protect and advance the interests of the Class. The Court therefore finds that Class Counsel
3 satisfy the professional and ethical obligations attendant to the position of class counsel, and
4 hereby incorporates and affirms its Preliminary Approval Order appointing Class Counsel as
5 counsel for the Class.

6 17. The Court hereby awards Class Counsel a Class Counsel Fees Payment in the
7 amount of \$416,666.67 and a Class Counsel Litigation Expenses Payment in the amount of
8 \$24,482.74. These amounts are reasonable, in light of the contingent nature of Class Counsel’s
9 fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested
10 award has been supported by Class Counsel’s lodestar and billing statement. Class Counsel shall
11 not seek or obtain any other compensation or reimbursement from Defendants, Plaintiffs, or
12 members of the Class.

13 18. The payment of \$12,500 to the Administrator as the Administration Expenses
14 Payment is approved because this amount is reasonable in light of the work performed by the
15 Administrator. The Administrator shall calculate and administer the payments to be made to the
16 Participating Class Members, transmit payment for attorneys’ fees and costs to Class Counsel,
17 transmit the Class Representative Service Payments to the Plaintiffs, distribute the PAGA
18 Penalties, issue any required tax reporting forms, calculate withholdings, and perform the other
19 remaining duties set forth in the Agreement.

20 19. Notice of entry of this Final Approval Order and Judgment shall be given to all
21 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. This Final Approval
22 Order and Judgment shall be posted on the Administrator’s and Class Counsel’s websites as set
23 forth in the Class Notice. It shall not be necessary to send notice of entry of this Final Approval
24 Order and Judgment to individual Class Members. Plaintiffs shall serve this Final Approval Order
25 and Judgment on the LWDA within 10 days after its entry.

26 20. Defendants shall fully fund the Gross Settlement Amount, and also fund the
27 amounts necessary to fully pay Defendants’ share of payroll taxes in accordance with the
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1 Agreement, by transmitting the funds to the Administrator no later than 14 days after the Effective
2 Date.

3 21. Within 21 days after Defendants fund the Gross Settlement Amount, the
4 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
5 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
6 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
7 Payments.

8 22. Participating Class Members and Aggrieved Employees must cash their Individual
9 Class Payment checks within 180 days after issuance. If such checks are not cashed within 120
10 days after the initial mailing of the checks, the Administrator will send the affected Participating
11 Class Member and/or Aggrieved Employee a reminder notice stating that unless the check is
12 cashed in the next 60 days, it will expire and become non-negotiable and offer to replace the check
13 if it was lost or misplaced. All funds associated with check that remain uncashed by the expiration
14 of the 180 day period, and therefore become void, shall be paid 50% each to Children's Advocacy
15 Institute and Legal Aid at Work as the Cy Pres Recipients in accordance with California Code of
16 Civil Procedure section 384(b).

17 23. The Agreement and this Settlement are not an admission by Defendants, nor is this
18 Final Approval Order and Judgment a finding of the validity of any claims in the Action or of any
19 wrongdoing by Defendants or that this Action is appropriate for class treatment (other than for
20 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
21 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
22 as, or may be used as an admission by or against Defendants of any fault, wrongdoing or liability
23 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
24 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
25 admission or concession with regard to the denials or defenses by Defendants.

26 24. Neither this Judgment, Approval Motion, the Settlement, any document referred to
27 herein, any exhibit to any document referred to herein, any action taken to carry out the
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1 Settlement, nor any negotiations or proceedings related to the Settlement shall have any collateral
2 estoppel or other preclusive effect against Defendants; provided, however, that Defendants and
3 any of the Released Parties can use the Agreement and this Final Approval Order and Judgment to
4 enforce the release and extinguishment of the Released Class Claims and Released PAGA Claims,
5 including without limitation by way of defense to any claims that have been or may hereafter be
6 asserted in any lawsuit or other judicial, administrative, or arbitral proceeding.

7 25. Except as set forth in the Agreement and this Final Approval Order and Judgment,
8 Plaintiff, and all members of the Class, shall take nothing in the Action. Each party shall bear its
9 own attorneys' fees and costs, except as otherwise provided in the Agreement and in this Final
10 Approval Order and Judgment.

11 26. As of the Effective Date and upon full finding of the Gross Settlement Amount by
12 Defendant, all Participating Class Members, on behalf of themselves and their respective former
13 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
14 release the Released Parties from the Released Class Claims. The "Released Class Claims" are all
15 claims that were alleged, or reasonably could have been alleged based on the facts stated in the
16 Operative Complaint, which occurred during the Class Period. Except as expressly set forth in the
17 Agreement, Participating Class Members do not release any other claims, including claims for
18 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
19 unemployment insurance, disability, social security, workers' compensation, or claims based on
20 facts occurring outside the Class Period. The Released Class Claims shall specifically include all
21 claims for the following alleged California Labor Code violations, including claims under Labor
22 Code sections 201 to 204, 210, 218, 221, 223, 226, 226.2, 226.7, 227.3, 233, 246, 246.5, 510, 512,
23 1174, 1194, 1194.2, 1197, 1197.1, and 2802 and the following claims: (i) failure to provide meal
24 periods, including claims under Labor Code section 226.7; (ii) failure to provide rest periods,
25 including claims under Labor Code section 226.7; (iii) any associated failure to pay regular wages,
26 minimum wages, overtime wages, or premiums for meal periods or rest breaks; (iv) failure to pay
27 any and all regular or premium wages, as defined in California Labor code section 200, including
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1 claims for regular, vacation or premium wages and any claims relating to calculation of overtime
2 due for employees with multiple regular rates during a particular pay period; (v) failure to pay
3 minimum wages; (vi) failure to pay all wages due to discharged or quitting employees, including
4 vacation or PTO claimed to have accrued or otherwise be due; (vii) failure to furnish accurate
5 itemized wage statements; (viii) failure to pay timely pay wages during employment; (ix) failure to
6 reimburse for necessary expenses, including without limitation expenses relating to personal
7 phones and uniforms; (x) failure to pay any wages or premiums at the correct regular rate of pay,
8 including as a result of incentive compensation or bonuses (xii) failure to pay sick wages at the
9 correct regular rate of pay.

10 27. As of the Effective Date and upon full funding of the Gross Settlement Amount by
11 Defendant, all Aggrieved Employees, the State of California, and the LWDA are deemed to
12 release, on behalf of themselves and their respective former and present representatives, agents,
13 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the
14 Released PAGA Claims. The “Released PAGA Claims” are all claims for PAGA penalties that
15 were alleged, or reasonably could have been alleged based on the facts stated in the Operative
16 Complaint and the PAGA Notices, which occurred during the PAGA Period. The Released
17 PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for
18 wrongful termination, discrimination, unemployment insurance, disability and worker’s
19 compensation, and claims outside of the PAGA Period. The Released PAGA claims include any
20 claims accruing during the PAGA Period for alleged violations of California Labor Code sections
21 201, 201.3, 201.5, 201.6, 201.7, 201.8, 201.9, 202, 203, 204 et seq., 210, 216, 218, 221, 223,
22 225.5, 226, 226(a), 226(e), 226.2, 226.3, 226.7, 227.3, 233, 246, 256, 510, 512, 558, 558(a)(1)(2),
23 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699, 2802, and California Code of
24 Regulations, Title 8, Section 11040, Subdivisions 5(A)-(B), California Code of Regulations, Title
25 8, Section 11070(14), Wage Order 4-2001 section 14, and the applicable wage orders. The
26 Released PAGA Claims include any claims for PAGA penalties based on any of the foregoing
27 claims (i.e., claims listed in (i) through (xii) in paragraph 26, above) or that were pled or could
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1 have been pled based on the facts alleged in the Operative Complaint and PAGA Notices that
2 occurred during the PAGA Period, as well as any claim for failure to provide suitable seating.

3 28. The Released Parties are: Defendants and any of their predecessors and successors,
4 corporate parents, corporate subsidiaries, corporate affiliates (including, without limitation, Garda
5 USA Inc.), and all of their and those entities' current and former officers, owners, directors,
6 managing agents, members, shareholders, assigns, employees, agents, principals, heirs,
7 representatives, attorneys, accountants, auditors, consultants, insurers and reinsurers.

8 29. This Final Approval Order and Judgment shall be binding on Plaintiffs and all
9 Class Members who are hereby barred by the doctrine of res judicata from asserting any and all of
10 the Released Class Claims.

11 30. This Final Approval Order and Judgment shall be binding on Plaintiffs and all
12 Aggrieved Employees, the LWDA, and the State of California who are hereby barred by the
13 doctrine of res judicata from asserting any and all of the Released PAGA Claims. *See Arias v.*
14 *Superior Court*, 46 Cal. 4th 969, 986 (2009).

15 31. This document shall constitute a judgment under California Code of Civil
16 Procedure section 664.6 and California Rules of Court, Rule 7.69(h).

17 32. Pursuant to California Code of Civil Procedure section 664.6, and without affecting
18 the finality of this Judgment in any way, the Court shall retain jurisdiction to construe, interpret,
19 implement and enforce the Agreement and this Judgment.

20 33. The Court sets a compliance hearing for February 25, 2026, at 2:30 p.m. in
21 Department 19. At least ten court days before the hearing, Class Counsel and the Administrator
22 shall submit a summary accounting of the net settlement fund identifying distributions made as
23 ordered herein, the number and value of any uncashed checks, and amounts remitted to the *cy pres*
24 recipient; the status of any unresolved issues; and any other matters appropriate to bring to the
25 court's attention. Counsel shall also submit an amended judgment as described in Code of Civil
26 Procedure section 384, subdivision (b). Counsel may appear at the compliance hearing remotely.

27 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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Dated: May 28, 2025



HON. THEODORE C. ZAYNER
JUDGE, SUPERIOR COURT OF CALIFORNIA