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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] PRELIMINARY
APPROVAL ORDER**

Hearing Date: October 23, 2024
Hearing Time: 1:30 p.m.

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

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

PRELIMINARY APPROVAL ORDER

1 This matter came before the Honorable Theordore C. Zayner of the Superior Court of the
2 State of California, in and for the County Santa Clara, on October 23, 2024, for the motion by
3 Plaintiffs Rustin Fox, Gabriele Santi, and Patrick Burk (“Plaintiffs”) for preliminary approval of
4 the class settlement with Defendants Crisis24, Inc. and Crisis24 Protective Solutions, LP
5 (“Defendants”). Defendants have stated their non-opposition to the motion. The Court, having
6 considered the briefs, argument of counsel and all matters presented to the Court and good cause
7 appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action
8 Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Class Action and PAGA Settlement
11 Agreement (“Agreement” or “Settlement”) submitted as Exhibit #1 to the Declaration of Kyle
12 Nordrehaug in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.
13 This preliminary approval is based on the Court’s determination that the Settlement set forth in the
14 Agreement is within the range of possible final approval, pursuant to the provisions of section 382
15 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all
17 terms not otherwise defined in this Order shall have the same meaning as set forth in the
18 Agreement.

19 3. The Gross Settlement Amount is One Million Two Hundred Fifty Thousand
20 Dollars and zero cents (\$1,250,000.00). It appears to the Court on a preliminary basis that the
21 Settlement amount and terms are fair, adequate and reasonable as to all potential Class Members
22 when balanced against the probable outcome of further litigation and the significant risks relating
23 to certification, liability and damages issues. It further appears that investigation and research
24 have been conducted such that counsel for the Parties are able to reasonably evaluate their
25 respective positions. It further appears to the Court that settlement at this time will avoid
26 substantial additional costs by all Parties, as well as avoid the delay and risks that would be
27 presented by the further prosecution of the Action. It further appears that the Agreement has been
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1 reached as the result of serious and non-collusive, arms-length negotiations. The Court therefore
2 preliminarily finds that the Settlement is fair, adequate, and reasonable when balanced against the
3 probable outcome of further litigation and the significant risks relating to certification, liability,
4 and damages issues.

5 4. The Agreement specifies an attorneys' fees award not to exceed one-third of the
6 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed Thirty
7 Thousand Dollars (\$30,000), and proposed Class Representative Service Payments to the Plaintiffs
8 in an amount not to exceed Ten Thousand Dollars (\$10,000) each. The Court will not approve the
9 amount of attorneys' fees and litigation expenses, nor the amount of any service award, until the
10 Final Approval Hearing. Plaintiffs will be required to present evidence supporting these requests
11 prior to final approval.

12 5. The Court recognizes that Plaintiffs and Defendants stipulate and agree to
13 certification of a class for settlement purposes only. This stipulation will not be deemed
14 admissible in this or any other proceeding should this Settlement not become final. For settlement
15 purposes only, the Court conditionally certifies the following Class: "all individuals who are or
16 previously were (a) employed by Defendants in the State of California at any time during the
17 Class Period, and (b) classified as non-exempt (i.e., hourly) employees." The Class Period is July
18 1, 2021 through June 26, 2024.

19 6. The Court concludes that, for purposes of approving this settlement only, the Class
20 meets the requirements for certification under section 382 of the California Code of Civil
21 Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the
22 Class is impracticable; (b) common questions of law and fact predominate, and there is a well-
23 defined community of interest amongst the members of the Class with respect to the subject matter
24 of the litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the
25 Class; (d) the Plaintiffs can fairly and adequately protect the interests of the members of the Class;
26 (e) a class action is superior to other available methods for the efficient resolution of this
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1 controversy; and (f) counsel for the Class is qualified to act as counsel for the Class and the
2 Plaintiffs are adequate representatives of the Class.

3 7. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
4 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
5 of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Danny Yadidsion and Noël Harlow of
6 Labor Law PC. as Class Counsel.

7 8. The Court hereby approves, as to form and content, the Court Approved Notice of
8 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), attached as
9 Exhibit A to the Agreement. The Court finds that the Class Notice appears to fully and accurately
10 inform the Class of all material elements of the proposed Settlement and the Class Members’
11 options including, inter alia, their options (i) to be excluded from the Class by submitting a written
12 opt-out request, (ii) to be represented by counsel of their choosing, and (iii) to object to the terms
13 of the Settlement. The Court further finds that the distribution of the Class Notice substantially in
14 the manner and form set forth in the Agreement and this Order meets the requirements of due
15 process, is the best notice practicable under the circumstances, and shall constitute due and
16 sufficient notice to all persons entitled thereto. The Court orders the mailing of the Class Notice
17 by first class mail, pursuant to the terms set forth in the Agreement. If a Class Notice Packet is
18 returned because of an incorrect address, the Administrator will promptly search for a more
19 current address for the Class Member and re-mail the Class Notice Packet to the Class Member.

20 9. The Court hereby appoints Apex Class Action as Administrator for the Settlement.
21 No later than fifteen (15) calendar days after issuance of this Order, Defendants shall provide to
22 the Administrator an electronic spreadsheet with the Class Data. This information will otherwise
23 remain confidential and will not be disclosed to anyone, except as required to applicable taxing
24 authorities, to carry out the procedures in the Agreement, or pursuant to Defendant’s express
25 written authorization or by order of the Court. The Administrator will perform address updates
26 and verifications as necessary prior to the mailing of the Class Notice. Using best efforts to mail it
27 as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class
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1 Data spreadsheet, the Administrator will mail the Class Notice Packet to all Class Members via
2 first-class U.S. Mail.

3 10. The Court hereby preliminarily approves the proposed procedure for exclusion
4 from the Settlement. Any Class Member may individually choose to opt-out of and be excluded
5 from the Class as provided in the Class Notice by following the instructions set forth in the Class
6 Notice. All requests for exclusion must be sent to the Administrator and postmarked by no later
7 than the Response Deadline, which is sixty (60) calendar days after the Administrator initially
8 mails the Class Notice Packets to the Class Members. If the Class Notice Packet is re-mailed, this
9 Response Deadline will be extended an additional fourteen (14) calendar days. Any person who
10 chooses to opt-out of and be excluded from the Class will not be entitled to any recovery under the
11 Settlement and will not be bound by the Settlement or have any right to object, appeal or comment
12 thereon. Aggrieved Employees shall be sent their Individual PAGA Payment and will be subject to
13 the release of the Released PAGA Claims regardless of whether they opt-out of the Class. Class
14 Members who have not requested exclusion shall be bound by all determinations of the Court, the
15 Agreement, and the Judgment. A request for exclusion applies only to the individual submitting
16 the request for exclusion, and any attempt to effect an opt-out on behalf of any other individual or
17 individuals (including a group, class, or subclass of individuals) is not permitted and will be
18 deemed invalid.

19 11. Any Class Member who has not opted-out may appear at the Final Approval
20 Hearing and may object or express the Class Member's views regarding the Settlement and may
21 present evidence and file briefs or other papers that may be proper and relevant to the issues to be
22 heard and determined by the Court as provided in the Class Notice. Class Members will have
23 until the Response Deadline set forth in the Class Notice to submit their written objections to the
24 Administrator in accordance with the instructions in the Class Notice. If the Class Notice is re-
25 mailed, the Response Deadline will be extended an additional fourteen (14) calendar days.
26 Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
27 objection.

1 12. A Final Approval Hearing shall be held before this Court on March 19, 2024 at
2 1:30 p.m. in Department 19 at the of the Santa Clara County Superior Court to determine all
3 necessary matters concerning the Settlement, including: whether the proposed settlement of the
4 Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable
5 and should be finally approved by the Court; whether the Final Approval Order and Judgment
6 should be entered herein; whether the plan of allocation contained in the Agreement should be
7 approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys'
8 fees and costs, the service awards, and the expenses of the Administrator. The motion for final
9 approval of the class settlement and for award of attorneys' fees, costs and service awards shall be
10 filed with the Court and served on all counsel no later than sixteen (16) court days before the
11 hearing and shall be heard at the Final Approval Hearing. Class Counsel shall provide drafts of
12 these documents to Defense Counsel no later than seven (7) days before filing to provide Class
13 Counsel and Defense Counsel an opportunity to expeditiously meet and confer in good faith to
14 resolve any disagreements regarding the Motion for Final Approval.

15 13. Neither the Settlement nor any exhibit, document, or instrument delivered
16 thereunder shall be construed as a concession or admission by Defendants in any way that the
17 claims asserted have any merit or that this Action was properly brought as a class or representative
18 action, and shall not be used as evidence of, or used against Defendants as, an admission or
19 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
20 omission by Defendants or with respect to the truth of any allegation asserted by any person.
21 Whether or not the Settlement is finally approved, neither the Agreement, nor any exhibit,
22 document, statement, proceeding or conduct related to the Settlement or Agreement, nor any
23 reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
24 received as or deemed to be evidence for any purpose adverse to the Defendants, including, but
25 not limited to, evidence of a presumption, concession, indication or admission by Defendants of
26 any liability, fault, wrongdoing, omission, concession or damage.

1 14. Plaintiffs are hereby ordered to give notice of the Settlement to the California
2 Labor and Workforce Development Agency, as required by PAGA, and to promptly advise
3 Defendants' counsel of such notice.

4 15. In the event the Settlement does not become effective in accordance with the terms
5 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
6 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
7 and the Parties shall revert to their respective positions as of before entering into the Agreement,
8 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
9 including all available defenses and affirmative defenses, and arguments that no claim in the
10 Action could be certified as a class action and/or managed as a representative action. In such an
11 event, the Court's orders regarding the Settlement, including this Order, shall not be used or
12 referred to in litigation or otherwise for any purpose.

13 16. The Court reserves the right to adjourn or continue the date of the Final Approval
14 Hearing and all dates provided for in the Agreement without further notice to Class Members and
15 retains jurisdiction to consider all further applications arising out of or connected with the
16 proposed Settlement.

17 17. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
18 further orders of the Court at the Final Approval Hearing.

19 **IT IS SO ORDERED.**

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21 Dated: _____

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