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Attorneys for Plaintiff BRAYDEN HUMPHERYS, JEREMY HATCHER individually, on behalf of the Class and LOGAN SHANE CRABTREE, on behalf of all similarly situated aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

BRAYDEN HUMPHERYS, and JEREMY HATCHER, each individually, on behalf of all similarly situated former and current employees, and LOGAN SHANE CRABTREE, on behalf of the similarly situated aggrieved employees,

Plaintiff,

v.

VIVINT, INC., a Delaware corporation;
 VIVINT SMART HOME, INC., a Delaware corporation;
 SMART HOME PROS, INC., a Delaware corporation;
 ARM SECURITY, INC., a corporation state unknown; and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 30-2020-01141910-CU-OE-CXC

CLASS ACTION

DECLARATION OF COOPERATING CLASS MEMBER JACOB KAEMPFER IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND REPRESENTATIVE ACTION SETTLEMENT

Date: December 8, 2023

Time: 1:30 p.m.

Dept: CX103

Judge: Hon. Lon Hurwitz

I, JACOB KAEMPFER, declare:

1. I am a competent adult, over the age of eighteen (18). The foregoing is based upon my personal knowledge, and if called as a witness, I could and would competently testify thereto.

1 I have personal knowledge of the facts stated herein except as to those matters stated upon
2 information or belief, and, as to those matters, I believe them to be true.

3 2. This Declaration is submitted in support of Plaintiffs' Motion for Final Approval
4 of the Class Action and Representative Action Settlement ("Final Approval").

5 3. In connection with Final Approval, I seek, and believe I have earned as discussed
6 below, an Enhancement Award of \$10,000.¹

7 **MY CONTRIBUTIONS TO THIS CASE**
8 **HAVE BEEN SIGNIFICANT AND ESSENTIAL TO REACHING SETTLEMENT**
9 **DESPITE SUBSTANTIAL SACRIFICE AND RISK**

10 4. From August 15, 2016 to March 8, 2018, I worked for Vivint² as a Sales
11 Representative selling residential alarm, home automation, and at times solar systems on a door-
12 to-door basis throughout Southern California. During that time period, I was also a Sales Manager
13 for Vivint.

14 5. I have participated in this Class Action since June 2020, and I was actively
15 involved from that time in working with Class Counsel by contributing information, documents,
16 and insight from my time with the company.

17 6. I request the Enhancement Award for the time spent and effort spent as a
18 cooperating Class Member as well as the sacrifice of my individual recovery for the benefit of
19 the Class. I participated though I was realistically concerned about the risk to my reputation,
20 employability, and financial security from being associated with and participating in this Class
21 Action against a large public company and industry leader that Vivint is.

22 ¹ Courts may award an enhancement award to class members, other than named plaintiffs, if the
23 recipients show they contributed to the prosecution of the litigation or experienced some type of
24 potential retaliation, which were not shared by the class as a whole. (*Trujillo v. City of*
25 *Ontario* No. EDCV 04-1015-VAP (C.D.Cal. Aug. 24, 2009), at *13.) Similarly, in *Boyd v. Bank*
26 *of America Corp.*, No. 8:13-cv-00561-DOC (C.D.Cal. Jan. 19, 2016), the Hon. David Carter
approved service awards of \$25,000 for each of the four representative plaintiffs for their time
and effort in the litigation and their broader releases, and \$2,000 for each of the class member
deponents for their time and effort in providing deposition testimony supporting class claims.
(*Id.*, at * 3.)

27 ² "Vivint" means collectively Defendants VIVINT, INC., a Delaware corporation; VIVINT
28 SMART HOME, INC., a Delaware corporation; SMART HOME PROS, INC., a Delaware
corporation; and ARM SECURITY, INC., a corporation.

1 **By Participating in This Legal Challenge Against Vivint, I Risked my Reputation,**
2 **Employability, and Financial Security**

3 7. Participating in this Class Action was difficult because it was aimed at my former
4 employer, Vivint, a large public company with resources to create trouble for its adversaries,
5 including me. I feared retaliation, both direct (such as being sued) and indirect (damaging
6 statements about me).

7 8. During my time employed with Vivint, I saw hardball tactics used against fellow
8 employees who left the company. Vivint would leverage its unlawful non-solicitation provisions
9 in employment agreements to interfere with employees' ability to compete in the industry. I was
10 worried that Vivint might do that to me, even as a participant in a Class Action. I would then be
11 a defendant in a second lawsuit that I could not possibly afford, subject to a possible verdict and
12 cost award that would be crippling because of Vivint's enormity.

13 9. I also was concerned with my reputation in the industry. Vivint and its culture was
14 one of absolute loyalty. To be associated—publicly—with a lawsuit against Vivint was high risk,
15 as it could brand me as a troublemaker or a litigious employee in the industry. Those types of
16 labels, unfounded but coming from a major player like Vivint, could handicap my employability
17 and, in a second way, my financial future.

18 10. However, when I heard about this class action, I actively came aboard. The reason
19 was that I had many of the types of claims that I had in common with others in the Class. I had
20 seen the flagrant employment violations for years, and this was my opportunity to assist in
21 achieving some justice for those who worked with Vivint.

22 11. I also contacted about five other employees with Vivint to also participate. Many
23 of them expressed similar reservations but also felt that the claims were important to bring.

24 **I Sacrificed My Individual Claims to Help Achieve This Class-Wide Settlement**

25 12. When I left Vivint, I had a large amount of unpaid commissions that I felt were
26 unjustly withheld by Vivint. I had clear grounds to pursue claims against Vivint to recover that
27 amount. The fear of litigation with a huge public company deterred me.

28 13. However, during the course of the Class Action, I had the opportunity to mediate

1 my own individual claims, but rather than do so, I chose to stay the course for the benefit of the
2 Class.

3 14. My individual claims were worth well over the \$10,000 that I seek here today, but
4 in continuing to participate and provide information, documents, and insight to Class Counsel, I
5 helped to increase the value of the claims and push it toward the Settlement.

6 **I Committed a Significant Amount of Time to This Litigation as a Contributing Class Member**
7 **to Get this Case to Settlement**

8 15. Among the Class Members, I was a primary resource for information and
9 intelligence relevant to this litigation against Vivint.

10 16. In total, I estimate that I have spent about 80-90 hours collectively engaged in
11 discussions with counsel, review of documents, communicating with colleagues about the case,
12 retrieving documents that I provided to Class Counsel, and generally responding to inquiries and
13 providing insight into Vivint.

14 17. Among the many tasks performed, I educated Class Counsel about my experiences
15 with Vivint, which seem to have been common among many of us, including not receiving
16 minimum wage for training time and mandatory meetings; not being reimbursed for incurred
17 expenses for car, cell phone, iPad, and cellular data plans; and having wages unlawfully deducted.
18 Additionally, as mentioned above, I was left with unpaid commission at termination of
19 employment that Vivint forcibly withheld, deemed forfeited, and reallocated within the company.

20 18. I provided a wage authorization to submit to Vivint so that Class Counsel and I
21 could obtain my employment records. I also spent significant time providing an array of my own
22 personal documents to Class Counsel, which included records retained to demonstrate my work
23 history, commission payments, and compensation plans.

24 19. In all, my contributions of time and effort were much greater than the expected
25 contributions of other Class Members and are in line with other Cooperating Class Members who
26 committed time, effort, and energy to this case.

27 \\\

28 \\\

THIS SETTLEMENT COULD NOT HAVE BEEN ACHIEVED
WITHOUT MY COOPERATION AND EFFORTS

20. I am proud to have been an integral part of achieving the Settlement for more than 5,500 of my fellow former and current employees. I believe that this case would not have been resolved without my participation, as I provided personal documents, information, and insight into Vivint that I believe to have been crucial to building this case toward this outstanding Settlement.

21. I personally endured great reputational risk in participating so openly against my former employer, a giant in the industry. My efforts in directly contacting former employees exposed me to significant risk, and on more than one occasion, employees I spoke to voiced concern about the negative impacts my participation in this litigation would have on my reputation in the industry. I have been and continue to be concerned about losing potential employment opportunities in the future because employers might find me “litigious” and screen me out during the hiring process without giving me an opportunity to explain. As stated above, I also feared that Vivint would seek retribution against me and attempt to file a frivolous but costly suit against me based on the invalid non-solicitation agreement.

22. Therefore, I feel as though I have earned, as discussed above, the **\$10,000** Enhancement Award requested.

23. Notably, this request for **\$10,000** was presented to the Class and no one objected.

24. I am in no way related to anyone or associated with anyone who works for the law firm of KEEGAN & BAKER, LLP or for ERIC D. NORVELL, ATTORNEY, P.A. I have not entered into any undisclosed agreements, nor have I received any undisclosed compensation in this case. The only compensation I expect to receive is whatever amount the Court awards as an enhancement payment as well as my share of the Net Settlement Amount as a Class Member.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 13 day of November 2023, at San Diego _____, California.

DocuSigned by:
Jake Kaempfer

JACOB KAEMPFER, Declarant