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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 PAGA PLAINTIFF LOGAN SHANE CRABTREE 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, LOGAN SHANE CRABTREE, declare:

1. I am a competent adult, over the age of eighteen (18) and am the former Class Plaintiff and current PAGA Plaintiff in this action. The foregoing is based upon my personal

1 knowledge, and if called as a witness, I could and would competently testify thereto. I have
2 personal knowledge of the facts stated herein except as to those matters stated upon information
3 or belief, and, as to those matters, I believe them to be true.

4 2. This Declaration is submitted in support of Plaintiffs' Motion for Final Approval
5 of the Class Action and Representative Action Settlement ("**Final Approval**").¹

6 3. In connection with Final Approval, I seek, and believe I have earned as discussed
7 below, an Enhancement Award of **\$30,000**, which includes the waiver of my individual claims
8 that were compelled to arbitration.

9 **MY ROLE IN THIS CLASS ACTION HAS BEEN CRITICAL**
10 **TO ACHIEVING THE SETTLEMENT FOR MORE THAN 5,500 CLASS MEMBERS**

11 4. I was Class Plaintiff, as well as PAGA Plaintiff, for the vast majority of the
12 duration of this case. I became solely the PAGA Plaintiff, when current Class Plaintiffs
13 Humpherys and Hatcher were substituted in.

14 5. During the nearly four years of my involvement in this case, I have endured
15 substantial risk and personal sacrifice to achieve this beneficial Settlement. These risks and
16 sacrifices include the following:

- 17 a. I waived my significant individual claims to reach the Settlement for the benefit
18 of the class;
- 19 b. I persisted in the face of reputational harm and potential damage to future
20 employment opportunities;
- 21 c. I originated the Class Action and contributed significant time and effort in
22 prosecuting this case, as I suffered from various unlawful employment practices
23 typical of the Class.

24 **I Waived My Individual Claims for the Benefit of the Class**

25 6. The interests of other Class Members have been paramount to me, and throughout

26 _____
27 ¹ Terms not defined in this Declaration have the same terms as defined in the accompanying
28 Motion for Final Approval or the Joint Stipulation of Class Action Settlement (the "**Settlement Agreement**" or the "**Settlement**") along with Exhibit A thereto, the Class Notice.

1 this challenging litigation, I kept the collective interests of the other Class Members in mind. In
2 fact, this is so true that I waived my individual claims against Vivint² to ensure that the Class was
3 able to attain this Settlement.

4 7. In August 2021, after the Court entered an order compelling my claims arbitration,
5 I agreed to mediate my claims with Vivint.

6 8. My individual claims were valued higher than in the common claims resolved in
7 this Settlement. I estimate my individual damages were in excess of the \$30,000 that I seek here.

8 9. I resisted efforts by Vivint to pay me a quick individual settlement. My ultimate
9 objective has always been to make Vivint accountable to the Class who I represented. Pursuing
10 only my individual claims, or agreeing to a settlement separate from the Class, would have let
11 Vivint escape a real consequence for its actions. I wanted to preserve the Class and PAGA Action
12 for my fellow workers and to bring some recovery to each member of the Class as best I could.

13 10. Also, as a manager for Vivint, my allegiance to my fellow employees was very
14 strong, and that loyalty was a driving force to ensure that the benefits of this litigation reached as
15 many of them as possible. As a result, I sacrificed my claims to drive a Class-wide resolution.

16 11. Ultimately, this sacrifice, in conjunction with cooperating Class Members and
17 Class Plaintiffs Humpherys and Hatcher, proved to be great enough to push through the final
18 barriers to settlement. It is patently clear that my resistance, and my willingness to sacrifice my
19 recovery for the Class, was a significant factor in obtaining \$6,500,000 for the Class.

20 **I Persisted in the Face of Reputational Harm and Damage to Future Employment**

21 12. Reputation in the industry of direct sales of alarms and solar is critical to
22 professional survival, and my hard-earned reputation was put at risk by spearheading a lawsuit
23 against an industry leader (Vivint). Word spreads within the industry, and mischaracterizations
24 and rumors take on lives of their own. Because lawsuits are publicly available and the word of
25 my participation was communicated throughout the solar industry, I am very likely to lose
26 employment opportunities by being characterized as a difficult or litigious employee.

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 13. I feared that Vivint would seek retaliation against me and attempt to file a frivolous
2 but costly suit against me based on the unlawful non-solicitation agreement in my Employment
3 Agreement, just as they had done with others. I am informed and believe that Vivint has
4 employed this threatening tactic to many other former California sales representatives to deter
5 competition and employee mobility.

6 14. Right before the end of my employment with Vivint, certain managers in the
7 company were voicing disdain and airing threats regarding colleagues who had left for other
8 companies and were still “talking” to Vivint employees. I knew certain persons within Vivint to
9 raise unfounded accusations as a matter of course, often wrongfully accusing employees of
10 wrongful business practices, usually to usurp sales made by such employees.

11 15. Then, when I went to work for my subsequent employer, Freedom Forever, I sold
12 solar systems door-to-door. At that job, I received emails and text messages from my former
13 Vivint manager warning me not to compete with Vivint or solicit former employees or else I
14 would face legal action. Because of that interference, I avoided hiring former Vivint employees
15 for my work downline (sales team) for fear of legal action that I could not afford to defend.

16 16. Over the past four years, I have also spoken with several Vivint employees about
17 this case. Many of them have told me directly or their concerns about the negative professional
18 and personal consequences to me of my participation in this Class Action, and given my
19 understanding of Vivint’s aggressive attempts to enforce the unlawful non-solicitation provisions,
20 and the threats to me from my previous manager, these concerns were very realistic. In fact, as
21 part of this case, I pursued an injunction to stop Vivint from enforcing those provisions. (ROA
22 47 - Motion for Preliminary Injunction, filed May 10, 2021.) Many of these employees—
23 including managers—also expressed anxiety or fear of being associated with the Class Action.
24 One told me very specifically, “I don’t want to ruin my reputation,” which I took as implying
25 (though not stated), “and you shouldn’t either.”

26 17. Additionally, I was aware of the risks of a cost judgment and potential attorneys’
27 fee award for an unsuccessful result, which against a company the size of Vivint would have been
28 potentially many millions of dollars.

I Originated the Class Action and Contributed Significant Time and Effort in Prosecuting This Case, as I Suffered from Various Unlawful Employment Practices Typical of the Class

18. I originated this Class Action, and I did not merely lend my name to it. Without me, this case would have failed and Vivint would have continued profiting its unlawful conduct.

19. From the very beginning, I have been a zealous advocate for my former co-workers at Vivint who suffered unlawful practices similar to those that led me to this litigation. I initiated contact with class counsel in January 2020 intending to be present and active in achieving Class-wide relief.

20. I have actively participated and will continue to participate in this Class Action and PAGA Plaintiff Action. For a total of nearly four years (approximately 46 months as of the date of filing of this declaration) including the investigative pre-filing phase, I have worked with the utmost commitment to this lawsuit against Vivint. I served as lead Class Plaintiff for 37 months after the filing of the initial Class Action Complaint (“Complaint”) all the way up to preliminary approval.

21. As specific background as to my experience with Vivint and its typicality with the Class, I joined Vivint on or about April 4, 2016 as a Sales Representative and eventually became a Sales Manager, overseeing a number of employees in the Southern California regions. I worked for Vivint for more than three years, and my last paycheck was issued May 31, 2019. My job duties while with Vivint were to sell residential alarm, home automation, and at times solar systems on a door-to-door basis throughout Southern California.

22. At the outset of my employment, I—just like all other Sales Representatives—were required to sign “Sales Representative Employment Agreements,” which contained various unlawful provisions, including a non-solicitation provision mentioned earlier.

23. During my employment, I was classified as an independent contractor and “direct seller.” As such, I did not receive minimum wage for training time and mandatory meetings, and I incurred expenses for payroll taxes, car, cell phone, iPad, and cellular data plans that were not reimbursed. Additionally, I believe I was owed unpaid commission at termination of employment that was unlawfully forfeited, and certain of my wages were unlawfully deducted at various times

1 throughout my employment with Vivint.

2 24. During this case, I provided my own records, documents, information, knowledge,
3 and hard-earned insight that proved crucial to achieve the Settlement for more than 5,500 Class
4 Members. I also obtained my personnel file and wage records from Vivint through a Labor Code
5 wage authorization and then reviewed and discussed these documents with my attorneys at length.
6 I estimate that I have spent 140-150 hours in total discussing claims with my attorneys,
7 communicating and promoting this action with employees both current and former, obtaining
8 records, providing declarations, consulting on motion practice of two major motions (see
9 Paragraphs 29-30, below), participating in three mediations and all of the pre- and post-mediation
10 preparation, and maintaining my responsibilities to Class Members through today and until final
11 resolution. I searched extensively through paper files, computer files, and emails to paint for my
12 attorneys a picture of employment with Vivint to assist in pursuing claims.

13 25. I authorized Class Counsel to file the Complaint on my behalf. Class counsel
14 explained to me the duties, responsibilities, and commitment of a class representative, and I
15 reviewed the attorney-client agreement and advisory regarding those duties to the Class. I asked
16 my attorneys for explanations in order to make sure that I understood the scope and seriousness
17 of my role as well as process and strategy. I took those explanations to heart and strove to ensure
18 that I represented the class to my full abilities.

19 26. I understood the allegations to be primarily those set out in Paragraph 23, namely
20 that I and other Vivint Inc. door-to-door sales employees did not receive minimum wage for
21 training time and mandatory meetings; incurred expenses for payroll taxes, car, cell phone, iPad
22 and data plans that were not reimbursed; suffered unlawful deductions from earned wages; and
23 were possibly owed unpaid residual commission at termination of employment that was
24 unlawfully forfeited.

25 27. I also assisted in the drafting of a Private Attorneys General Act (“PAGA”) Notice
26 to the California Labor and Workplace Development Agency, served on June 9, 2020, in relation
27 to the PAGA claims filed with the Complaint.

28 28. I connected my attorneys with more than 30 (though I spoke with more than 50)

1 former and current employees to conduct interviews and to review wage statements, employment
2 agreements, and commission schedules to determine if this happened to others. I am informed
3 and believe my efforts resulted in those whom I contacted in turn referred others who assisted my
4 attorneys in the prosecution of this action.

5 29. As mentioned above, but worth emphasizing, I assisted my attorneys in motion
6 practice, specifically in opposition to the Motion to Compel Arbitration and in a Motion for
7 Preliminary Injunction to prevent Vivint from enforcing the unlawful non-solicitation provisions
8 in Vivint's employment agreements. The Motion for Preliminary Injunction was especially
9 important to me, as I had known Vivint to regularly subject employees to the very tactics that I
10 sought to enjoin, and I insisted on protecting other members of the class from threats and coercion
11 by Vivint.

12 30. Once my claims were compelled to arbitration, I provided substantial information
13 to Class Counsel in the arbitration dispute by detailing the oppressive and unconscionable
14 practices of Vivint. During that time, as condition precedent to the arbitration, I participated in a
15 the third of three mediations, and ultimately the mediation that propelled this case to settlement.
16 In preparation for this mediation, and the other previous mediations, I provided information and
17 documentation related to my individual claims and spent substantial time working with counsel
18 to be able to respond to any particular questions from the mediator.

19 31. Now, having been substituted as Class Plaintiff, I remain as PAGA Plaintiff to
20 ensure that the remainder of this litigation is concluded per my responsibilities in this role. It is
21 the culmination of a journey toward a just and fair recovery for more than 5,500 of my fellow
22 Class Members.

23 **THE SUCCESS OF THIS CASE, AND THE ACHIEVEMENT OF THE SETTLEMENT**
24 **DEPENDDED ON MY DILIGENT AND CONTINUOUS PARTICIPATION**

25 32. My efforts and sacrifice have, as mentioned elsewhere in this declaration, been
26 aimed at benefitting my fellow employees at great cost to myself. Indeed, I remain PAGA
27 Plaintiff and the notable catalyst for this case. The fact that my role as Class Plaintiff has been
28 substituted is incidental to the value that I brought and continue to bring to the class as a whole,

1 for all claims including the PAGA claims. I am very pleased that the Class has obtained this
2 Settlement.

3 33. I assumed the primary responsibility and have ensured through my actions that
4 this case has been successful. I believe that (i) the waiver of my individual claims at a significant
5 sacrifice to myself, (ii) the reputational and employment risks that I took, and (iii) acting as a
6 diligent and informed Class Plaintiff for more than three years with a focus on Class-wide
7 recovery warrant my requested an Enhancement Award.

8 34. I am proud that the Settlement will provide significant relief for the Class. I have
9 felt a personal responsibility to ensure that their rights were vindicated. Many of these workers
10 were unfamiliar with the legal process and therefore would likely have had no redress if not for
11 my efforts.

12 35. I believe the factors discussed above justify a **\$30,000** Enhancement Award, and
13 such an award is fair, just and reasonable. The amount represents a mere .46% of the Gross
14 Settlement Fund and .36% of the total settlement value of \$8,427,148.09 (including the advances
15 retained).

16 36. Notably, this requested Enhancement Award was presented to the Class and no
17 one objected.

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

23 I declare under penalty of perjury under the laws of the State of California that the
24 foregoing is true and correct. Executed this 13 day of November 2023, at
25 Moreno Valley, California.

26 DocuSigned by:
27 Shane Crabtree
28 LOGAN SHANE CRABTREE, Declarant