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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER  
  
JAN 02 2024  
  
DAVID H. YAMASAKI, Clerk of the Court  
BY: D. MIRANDA, DEPUTY

**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  
  
*Assigned to for all purposes to:  
The Honorable Lon Hurwitz, Dept. CX103*  
  
**CLASS ACTION and PAGA ACTION**  
  
**[proposed] ORDER OF FINAL APPROVAL OF CLASS ACTION AND REPRESENTATIVE ACTION SETTLEMENT AND JUDGMENT**  
  
[Related to ROA: 398]  
  
**Date:** December 8, 2023  
**Time:** 1:30 p.m.

This matter came for hearing on December 8, 2023, at 1:30 p.m. in Department CX103 of the above-captioned court on Plaintiffs' Motion for Final Approval of Class Action Settlement, upon the terms and conditions set forth in the Amended and Restated Joint Stipulation of Class Action Settlement [ROA 280], as amended by the First Amendment to the Amended and Restated Joint Stipulation of Class Action Settlement [ROA 323] (collectively, the "Settlement Agreement" or "Settlement") among

1 Plaintiffs BRAYDEN HUMPHERYS, JEREMY HATCHER and LOGAN SHANE CRABTREE  
2 (“**Plaintiffs**”) and Defendants VIVINT, INC., VIVINT SMART HOME, INC., SMART HOME PROS,  
3 INC., and ARM SECURITY, INC., (“**Defendants**”). The Court, having fully reviewed the Motion for  
4 Final Approval, the Memorandum of Points and Authorities and Declarations and Exhibits filed in  
5 support thereof, the Settlement Agreement, and the Notice Packet, the Objection submitted by Class  
6 Member Rodney Ratheal and the Opposition filed thereto, and in recognition of the Court’s duty to make  
7 a final determination as to the good faith, fairness, adequacy and reasonableness of any proposed  
8 settlement and to ensure proper notice was provided to the Class Members in accordance with due process  
9 requirements, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

- 10 1. Capitalized terms used but not defined herein shall have the same meanings as those set forth  
11 in the Settlement Agreement attached to the Declarations of Jason E. Baker [ROA 280 & 323]  
12 submitted in support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement  
13 [ROA 282].
- 14 2. This Court has jurisdiction over the subject matter of this Action and over all Parties to this  
15 Action, including all members of the Settlement Class.
- 16 3. For the reasons set forth in the Order Granting Preliminary Approval of Class Action  
17 Settlement entered July 27, 2023 [ROA 356], this Court finds that the applicable requirements  
18 of *California Rules of Court, Rule 3.769* and *C.C.P. § 382* have been satisfied with respect to  
19 the Settlement and the Court hereby makes final its earlier provisional certification of the  
20 Settlement Class.
- 21 4. The Court further finds that Class Notice fully and accurately informed the Settlement Class of  
22 all material elements of the Settlement including that the amounts to be paid to Class Members  
23 were based on estimates that may change before final distribution. The Class Notice fairly and  
24 adequately described the Settlement, allocation of the Gross Settlement Fund and provided the  
25 Settlement Class adequate instructions and means to obtain additional information. The Class  
26 Notice accurately informed the Settlement Class of their opportunity to object or comment  
27 thereon; was the best notice practicable under the circumstances; was valid, due and sufficient  
28 notice to the Settlement Class; and fully complied with the laws of the State of California. A

1 full opportunity has been afforded to the Settlement Class to participate in the hearing, and all  
2 persons wishing to be heard have been heard.

3 5. Further, the Court has considered there only seven (7) Requests for Exclusion from the  
4 Settlement submitted out of 5,547 eligible Class Members, leaving 5,540 Class Members to  
5 participate in the Settlement.

6 6. Further, the Court has considered that there were four (4) points disputes raised by Class  
7 Members and all were resolved to the satisfaction of those Class Members.

8 7. Further, the Court has considered the single objection to the Settlement submitted by Rodney  
9 Ratheal which generally states that managers should not participate in the Settlement because  
10 they were guilty of taking leads from low-level sales agents and made a lot of money. These  
11 conclusory statements do not provide a basis for rejecting the Settlement because job titles are  
12 not a defining part of the Class definition, provide no explanation how the Gross Settlement  
13 Amount or the weighted allocation formula is inaccurate or insufficient, and raises claims about  
14 managers that, even if true, would be individualized and not ascertainable on a classwide basis.  
15 As such, the Objection is OVERRULED.

16 8. It further appears to the Court that significant investigation, research, discovery and litigation  
17 has been conducted such that counsel for the Parties at this time are able to reasonably evaluate  
18 their respective positions. It further appears to the Court that the proposed Settlement has been  
19 reached as a result of the intensive, serious and non-collusive negotiations between the Parties.  
20 The Court finds that Settlement at this time will avoid additional substantial costs, as well as  
21 avoid the delay and risks that would be presented by the further prosecution of the Action. The  
22 Court has reviewed the benefits that are being granted as part of the Settlement and recognizes  
23 the significant value obtained for the Settlement Class.

24 9. The Court hereby approves the Settlement set forth in the Settlement Agreement and finds that  
25 the Settlement is, in all respects, fair, adequate and reasonable such that **FINAL APPROVAL**  
26 **OF THE SETTLEMENT IS GRANTED**. Accordingly, all members of the Settlement Class  
27 are bound by this Final Approval Order and Judgment.

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1 10. The Court finds the following Settlement Class has been certified and is subject to the  
2 Settlement:

3 "All persons currently and formerly employed by Defendants in solar or alarm  
4 sales in the State of California on a door-to-door basis who made at least one sale  
5 in California between June 3, 2016 and June 1, 2022 (the "Class Period")."

6 11. The following seven (7) Class Members have effectively elected to Opt-Out of the Settlement,  
7 are excluded from the Settlement Class and shall not be entitled to any benefits of the  
8 Settlement:

9 Joseph Cline; Brett Lambert; Nathan Marco; Brittany Mixon, Samuel Silva, Alyssa  
10 Weaver and Adam Webb

11 12. It appears to the Court that the Gross Settlement Fund of \$6,500,000 is fair, adequate and  
12 reasonable for the Settlement Class when balanced against the probable outcome of further  
13 litigation relating to maintaining class certification, liability and damages issues and potential  
14 appeals.

15 13. Defendants shall deposit the Gross Settlement Fund within the timeframes required by the  
16 Settlement Agreement.

17 14. Upon the Effective Date, Defendants fully release and forever discharge all Settlement Class  
18 Members who separated from employment during the Class Period from claims arising out of  
19 or related to (a) the repayment of claimed outstanding or unearned wage advances given by  
20 Defendants; and (b) violation of any post-termination employee non-solicitation restrictions  
21 which occurred on or before July 27, 2023, as provided by Section 5.04 of the Settlement  
22 Agreement, which is incorporated herein by reference. Pursuant to Section 5.04 of the  
23 Settlement Agreement, excluded from the release of claims for unpaid advances from  
24 Defendants are the following Class Members: John Barsoumian; Jeremy Bega; Terence  
25 Celestine; Tyler Clougher; Michael Deaunovich; Matthew Griffin; Justin Holt; Terrance  
26 Jesclard; Kekoa Kane; Briant Katilus; Jeffrey Proebstle; Joseph Schoendorf; Jared Tripp; and  
27 JonPaul Winton.

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1 15. Upon the Effective Date, Defendants fully release and forever discharge Plaintiffs and the  
2 Cooperating Class Members, from any and all claims arising out of the Action or their  
3 employment with Defendants, as provided by Section 5.04 of the Settlement Agreement, which  
4 is incorporated herein by reference.

5 16. Plaintiffs Brayden Humpherys and Jeremy Hatcher are each confirmed and appointed as class  
6 representatives and Plaintiff Logan Shane Crabtree is hereby confirmed as the PAGA Plaintiff.  
7 Each shall receive an Enhancement Award to be paid by the Settlement Administrator from the  
8 Gross Settlement Fund for the work contributed to the prosecution of the litigation and the  
9 Settlement, which was not shared by the Settlement Class as a whole, in the following amounts:

10	Brayden Humphreys	\$10,000
11	Jeremy Hatcher	\$10,000
12	Logan Shane Crabtree	\$30,000

13 17. Additionally, the Court finds that the following Class Members are entitled to an Enhancement  
14 Award to be paid by the Settlement Administrator from the Gross Settlement Fund for the work  
15 contributed to the prosecution of the litigation and the Settlement, which was not shared by the  
16 Settlement Class as a whole, in the following amounts:

17	Jacob Kaempfer	\$10,000
18	Kieffer Taylor	\$10,000
19	Tristan Yoder	\$10,000

20 18. The Court finds that 2% of the Gross Settlement Fund, or \$130,000, to be allocated to PAGA  
21 Penalties is fair, reasonable and appropriate considering the robust relief provided to the  
22 Settlement Class. The Court also finds that under *Labor Code §2699(i)*, 75% of the PAGA  
23 Penalties shall be paid to the California Labor & Workforce Development Agency and that the  
24 remaining 25% shall be paid to the PAGA Represented Employees, defined below, according  
25 to the methodology and terms set forth in the Settlement Agreement:

26 “All persons currently and formerly employed by Defendants in solar or alarm  
27 sales in the State of California on a door-to-door basis who made at least one sale  
28 in California between September 15, 2019 and July 27, 2023.”

- 1 19. The Court approves the Settlement Administrator's requested fee in the total amount of \$32,500  
2 to be paid from the Gross Settlement Fund.
- 3 20. The Court confirms and appoints Jason E. Baker and John J. Weber of Keegan & Baker, LLP,  
4 and Eric Norvell, Esq., of Eric D. Norvell, Attorney, P.A. as Class Counsel.
- 5 21. The Court approves reimbursement of litigation costs of \$15,766.74 to Keegan & Baker, LLP  
6 and \$1,659 to Eric D. Norvell, Attorney, P.A., payable from the Gross Settlement Fund.
- 7 22. The Court approves Class Counsel's request for attorneys' fees of \$2,359,164, to be paid from  
8 the Gross Settlement Fund, with \$1,695,261.73 payable to Keegan & Baker, LLP and  
9 \$663,902.27 payable to Eric D. Norvell, Attorney, P.A. The amount of fees is hereby granted  
10 pursuant to California law because, *inter alia*, it falls within the range of reasonableness under  
11 the "percentage of the common fund" methodology. As a lodestar cross check to the common  
12 fund methodology, both the reported number of hours and hourly rates sought by Class Counsel  
13 are reasonable and fair and would harmonize with the "common fund" method by applying a  
14 1.31 multiplier to Class Counsel's lodestar considering the risks undertaken by Class Counsel,  
15 the novel and complex nature of the case, the quality of representation and the exceptional  
16 results obtained for the Settlement Class.
- 17 23. The Settlement Administrator shall issue the Individual Settlement Payments to the Settlement  
18 Class using the weighted allocation formula in the Settlement Agreement and make the other  
19 Court approved payments from the Gross Settlement Fund in accordance with the timelines  
20 and installments set forth in the Settlement Agreement, except as modified by this Order.
- 21 24. The Court also hereby approves and orders that any checks distributed from the Gross  
22 Settlement Fund remaining uncashed one hundred thirty (130) calendar days after issuance  
23 shall be transferred to the California State Controller's Office pursuant to *C.C.P. § 1500 et seq.*  
24 and held in trust for such members of the Settlement Class with unclaimed funds. As such, no  
25 "unpaid residue" under *C.C.P. § 384* will result from the Settlement.
- 26 25. Neither this Final Approval Order and Judgment, the Settlement, nor any document referred to  
27 herein, nor any action taken to carry out the Settlement is, may be construed as, or may be used  
28 as an admission by or against Defendants or any of the Released Parties of any fault,

1 wrongdoing, or liability whatsoever for any purpose whatsoever other than to enforce the  
2 provisions of this Final Approval Order and Judgment, the Settlement, or any related agreement  
3 or release. Notwithstanding these restrictions, any of the Released Parties may file in any action  
4 or in any other proceeding this Final Approval Order and Judgment, the Settlement, or any  
5 other papers and records on file in the above-captioned action as evidence of the Settlement to  
6 support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue  
7 preclusion or similar defense as to the Released Claims.

8 26. Upon the Effective Date and deposit of the Gross Settlement Fund, the Settlement Class fully  
9 and finally releases and forever discharges the Defendants and other Released Parties from the  
10 Released Claims as provided for in Section 5.01 of the Settlement Agreement, which is  
11 incorporated herein by reference.

12 27. Upon the Effective Date and deposit of the Gross Settlement Fund, Plaintiffs and each of them,  
13 fully and finally release and forever discharge the Defendants and other Released Parties from  
14 claims as provided for in Sections 5.02 and 5.03 of the Settlement Agreement, which is  
15 incorporated herein by reference.

16 28. Upon the Effective Date and deposit of the Gross Settlement Fund, the PAGA Represented  
17 Employees fully and finally release and forever discharge the Defendants and other Released  
18 Parties from those claims under PAGA as provided by Section 5.05 of the Settlement  
19 Agreement, which is incorporated herein by reference.

20 29. Without affecting the finality of this matter, pursuant to *California Rules of Court, Rule*  
21 *3.769(h)* and *C.C.P. §664.6*, this Court shall retain exclusive and continuing jurisdiction over  
22 this Action and the Parties, including the Settlement Class, for purposes of supervising,  
23 administering, implementing, enforcing and interpreting the Settlement and the distribution  
24 process hereunder and to resolve any contested challenge to a claim for Settlement benefits,  
25 and to supervise and adjudicate any dispute arising from or in connection with the distribution  
26 of Settlement benefits.

27 30. Pursuant to *California Rules of Court, Rule 3.771(b)*, the Settlement Administrator shall cause  
28 the Notice of Entry of Final Approval Order and Judgment to be posted on the Settlement

1 Administrator's website within three (3) days of Entry of the Final Approval Order and  
2 Judgment for a period of one hundred eighty days (180) days in lieu of individualized notice to  
3 Class Members.

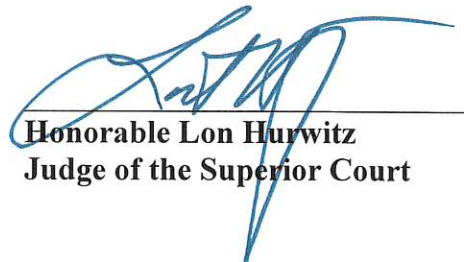
4 31. Class Counsel shall serve a Notice of Entry of Final Approval Order and Judgment upon the  
5 California Labor & Workforce Development Agency within ten (10) calendar days after entry.

6 32. There shall be a Final Compliance & Accounting hearing on [September 6, 2024] in  
7 Department CX103, Superior Court of Orange County, 751 W. Santa Ana Blvd., Santa Ana,  
8 CA 92701. Class Counsel is ordered to file a declaration at least fourteen (14) calendar days  
9 prior to the hearing detailing compliance with this Final Approval Order and Judgment,  
10 including the status of disbursement of all funds from the Gross Settlement Fund or timely seek  
11 a continuance of the hearing if not able.

12 33. There being no just reason to delay, the Clerk is directed to enter this Final Approval Order and  
13 Judgment forthwith.

14 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

15  
16 DATED: JAN 02 2024

17   
18 **Honorable Lon Hurwitz**  
19 **Judge of the Superior Court**