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7 Facsimile: (858) 558-9401

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9 enorvell@norvellfirm.com  
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11 445 Marine View Avenue, Suite 300  
12 Del Mar, California 92014  
13 Telephone: (760) 452-0808  
14 Facsimile: (760) 454-3802

15 Attorneys for Plaintiffs

16 CHET A. KRONENBERG (SBN: 222335)  
17 ckronenberg@stblaw.com  
18 **SIMPSON THACHER & BARTLETT LLP**  
19 1999 Avenue of the Stars, 29th Floor  
20 Los Angeles, California 90067  
21 Telephone: (310) 407-7500  
22 Facsimile: (310) 407-7502

23 Attorneys for Defendants

24 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
25 **COUNTY OF ORANGE**

26 LOGAN SHANE CRABTREE, individually, on  
27 behalf of the Class, and all similarly situated  
28 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:  
Judge Glenda Sanders, Dept. CX101*

**FIRST AMENDMENT TO THE AMENDED  
AND RESTATED JOINT STIPULATION  
OF CLASS ACTION SETTLEMENT**

1 It is HEREBY FURTHER stipulated and agreed by and among the undersigned Parties,  
2 subject to the approval of the Court, that the full and final Settlement of this Action shall be  
3 effectuated upon and subject to the following AMENDED terms and conditions in this First  
4 Amendment to the Amended and Restated Joint Stipulation of Class Action Settlement (hereinafter  
5 the “**Agreement**,” “**Settlement**,” or “**Settlement Agreement**”), which amends the Settlement  
6 Agreement as set forth herein by stipulation. Capitalized terms used in this Agreement shall have  
7 the meanings set forth in the Settlement Agreement.

8 **1. Section 3.06(i): Funding Deadlines** is hereby amended and restated as follows:

9 “Defendants shall pay the Gross Settlement Fund into a Qualified Settlement Fund (“**QSF**”)  
10 to be established by the Settlement Administrator in installments as follows:

- 11 i) 66.67% within ten (10) days after the Effective Date;
- 12 ii) 33.33% within ten (10) days after the Effective Date, but no earlier than January 5,  
13 2024 (*i.e.*, whichever comes later).”

14 **2. Section 5.06: California Labor Code Section 206.5** is hereby amended and  
15 restated as follows:

16 “The Verified Settlement Class Members, including, without limitation, the Lead Plaintiffs,  
17 shall be deemed to have acknowledged and agreed that their claims for wages and/or penalties and/or  
18 any other recovery solely in connection with this Action are subject to bona-fide disputes as to  
19 whether wages are owed, and that the payments to them set forth in this Agreement will constitute  
20 full payment of all sums allegedly due to them as alleged in the Action. The Verified Settlement  
21 Class Members, including, without limitation, the Lead Plaintiffs, shall be deemed to have  
22 acknowledged and agreed that the claims released by the Settlement are not subject to further  
23 challenge under California Labor Code section 206.5.”

24 **3. Section 6.01: Amendments, Modification or Rescission** is hereby amended and  
25 restated as follows:

26 “The terms and provisions of this Agreement may be amended or modified only by an express  
27 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel  
28 that is further approved by the Court. In the event that the Court requires that certain changes be

1 made to this Agreement or to the Class Notice as a condition of preliminary approval, then a signed  
2 stipulation by counsel for the Parties shall be sufficient to amend or modify this Agreement or the  
3 Class Notice without additional signatures from the Parties. In the event any party is entitled to and  
4 elects to revoke or rescind this Agreement, such revocation or rescission must be in writing.

5 4. A revised proposed Class Notice is attached hereto as *Exhibit 1*.

6 5. Except as otherwise amended by this First Amendment to the Amended and Restated Joint  
7 Stipulation of Class Action Settlement, or as otherwise ordered by the Court, the Settlement  
8 Agreement remains unchanged.

9 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this First  
10 Amendment to the Amended and Restated Joint Stipulation of Class Action Settlement between  
11 Plaintiffs and Defendants as of the date(s) set forth below:

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4/13/2023  
Dated: \_\_\_\_\_

**KEEGAN & BAKER, LLP**

DocuSigned by:  
*Jason Baker*  
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By: \_\_\_\_\_  
Jason E. Baker, Esq.  
Class Counsel

4/13/2023  
Dated: \_\_\_\_\_

**ERIC D. NORVELL, ATTORNEY, P.A.**  
DocuSigned by:  
*Eric D. Norvell*  
CC9D8587559D470  
By: \_\_\_\_\_  
Eric D. Norvell, Esq.  
Class Counsel

Dated: \_\_\_\_\_

**SIMPSON THACHER & BARTLETT LLP**  
By: \_\_\_\_\_  
Chet A. Kronenberg, Esq.  
Defense Counsel

**EXHIBIT B**

1 made to this Agreement or to the Class Notice as a condition of preliminary approval, then a signed  
2 stipulation by counsel for the Parties shall be sufficient to amend or modify this Agreement or the  
3 Class Notice without additional signatures from the Parties. In the event any party is entitled to and  
4 elects to revoke or rescind this Agreement, such revocation or rescission must be in writing.

5 4. A revised proposed Class Notice is attached hereto as *Exhibit 1*.

6 5. Except as otherwise amended by this First Amendment to the Amended and Restated Joint  
7 Stipulation of Class Action Settlement, or as otherwise ordered by the Court, the Settlement  
8 Agreement remains unchanged.

9 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this First  
10 Amendment to the Amended and Restated Joint Stipulation of Class Action Settlement between  
11 Plaintiffs and Defendants as of the date(s) set forth below:

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Dated: \_\_\_\_\_

**KEEGAN & BAKER, LLP**

By: \_\_\_\_\_  
Jason E. Baker, Esq.  
Class Counsel

Dated: \_\_\_\_\_

**ERIC D. NORVELL, ATTORNEY, P.A.**

By: \_\_\_\_\_  
Eric D. Norvell, Esq.  
Class Counsel

**SIMPSON THACHER & BARTLETT LLP**


Dated: April 14, 2023

By: Chet A. Kronenberg  
Chet A. Kronenberg, Esq.  
Defense Counsel

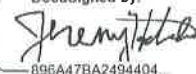
**EXHIBIT B**

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Dated: 4/14/2023

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Brayden Humphreys, Lead Plaintiff

Dated: 4/13/2023

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By: \_\_\_\_\_  
Jeremy Hatcher, Lead Plaintiff

Dated: 4/14/2023

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By: \_\_\_\_\_  
Logan Shane Crabtree, PAGA Plaintiff

**VIVINT SMART HOMES, INC.,  
SMART HOMES PROS, INC.,  
VIVINT, INC., ARM SECURITY, INC.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT B

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Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Brayden Humphreys, Lead Plaintiff

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jeremy Hatcher, Lead Plaintiff

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Logan Shane Crabtree, PAGA Plaintiff

**VIVINT SMART HOMES, INC.,  
SMART HOMES PROS, INC.,  
VIVINT, INC., ARM SECURITY, INC.**

Dated: April 14, 2023

By:   
Name: Kent Hansen

Title: Vice President, Legal

<<EmployeeName>>

CPT ID: <<ID>>

**Court-Ordered Class Action Notice  
Not An Advertisement**

**You could receive money and your rights could be affected by this Class Action Settlement.**

*If the name and address listed on the mailing envelope, or any information attributable to you in this Notice, is incorrect, please provide the correct information to the Settlement Administrator at 1-888-XXX-XXXX or [vivintsettlement@cptgroup.com](mailto:vivintsettlement@cptgroup.com).*

**NOTICE OF CLASS ACTION SETTLEMENT AND  
FINAL APPROVAL HEARING**

*Logan Shane Crabtree, et al. v. Vivint, Inc., et al.*

Superior Court of California, for the County of Orange, Department CX103  
Case No. 30-2020-01141910-CU-OE-CXC

**Date of Notice: DATE**

**PLEASE READ THIS ENTIRE NOTICE CAREFULLY. IT DESCRIBES YOUR RIGHTS AND HOW TO RECEIVE MONEY OR EXCLUDE YOURSELF FROM THE SETTLEMENT.**

*The Honorable Lon Hurwitz, Judge of the California Superior Court, authorized this Notice. This is not a solicitation from a lawyer. You are not being sued. However, your legal rights are affected by the information contained in this Notice.*

**If you are currently or were formerly employed by VIVINT, INC., VIVINT SMART HOME, INC., SMART HOME PROS, INC. or ARM SECURITY, INC., (the “Defendants”) in solar or alarm sales in the State of California on a door-to-door basis and made at least one sale in California (the “Class”) between June 3, 2016 and June 1, 2022 (the “Class Period”), this class action settlement (“Settlement”) affects your rights and you could receive money from the Settlement (an “Individual Settlement Payment”).**

- This Settlement has been reached in the above referenced class action lawsuit (“Lawsuit”) against the Defendants that affects your rights. In summary, the Lawsuit alleges that members of the Class suffered unlawful wage and hour practices and were deprived of certain employment rights under the California Labor Code.
- The Court has given preliminary approval to the Settlement. However, the Settlement will not be final, and no Individual Settlement Payments will be made, unless and until the Court gives final approval to the Settlement.

**SUMMARY OF YOUR LEGAL RIGHTS  
AND OPTIONS IN THIS SETTLEMENT**

<b>DO NOTHING</b>	<b>Stay in the Lawsuit. Await the Outcome. Give Up Certain Rights.</b> If you do nothing and the Settlement is finally approved, you will automatically receive your Individual Settlement Payments and you will release certain claims against Defendants. (See Section 22 below for more information).
<b>ASK TO BE EXCLUDED – i.e., OPT-OUT</b>	<b>Get Out of this Lawsuit. Get No Benefits from the Settlement. Keep Your Rights.</b> (See Section 23 below for more information).
<b>OBJECT TO THE SETTLEMENT</b>	If you wish to object to the Settlement, you can submit a written Objection no later than <b>60 days from the date of this Notice.</b> (See Section 24 below for more information).

&lt;&lt;EmployeeName&gt;&gt;

CPT ID: &lt;&lt;ID&gt;&gt;

**Further questions? Read on or visit the Settlement Administration Website at**  
[www.cptgroupcaseinfo.com/vivintsettlement](http://www.cptgroupcaseinfo.com/vivintsettlement)

### **SUMMARY INFORMATION**

#### **1. Why did I receive this Notice?**

A Settlement has been reached in the Lawsuit that affects your legal rights. Defendants' records show that you are a member of the Class and may be eligible to participate in this Settlement.

#### **2. What is this Lawsuit about?**

This Lawsuit alleges Defendants' employment practices violated California law through: (i) "independent contractor" misclassification; (ii) "direct seller" misclassification; (iii) failure to pay training time and/or non-sales work activity (including meetings); (iv) failure to pay overtime; (v) failure to provide meal and rest breaks; (vi) failure to reimburse business expenses; (vii) failure to pay all commissions due; (viii) failure to pay wage and unlawful wage forfeitures; (ix) failure to provide accurate or complete itemized wage statements; (x) failure to timely pay final wages; (xi) unlawfulness of retention and/or relocation advances; (xii) unlawful contractual provisions, including mutual attorneys' fee clauses and post-termination employee non-solicitation clauses; (xiii) failure to provide a written contract outlining the current method of calculating and/or paying commissions and/or a signed copy thereof; (xiv) failure to properly maintain accurate employment records; (xv) failure to maintain a copy of all documents signed by sales representatives and/or to provide a copy of such documents upon request; (xvi) misleading advertisements, solicitations (*see* Labor Code §§ 970 and 976), and/or communications designed to mislead prospective sales employees; and (xvii) violation of Business and Professions Code § 17200. The specific allegations of the Lawsuit are contained in the Second Amended Complaint which can be found at [www.cptgroupcaseinfo.com/vivintsettlement](http://www.cptgroupcaseinfo.com/vivintsettlement).

#### **3. What is a class action lawsuit and who is involved?**

In a class action lawsuit, one or more people called "Lead Plaintiffs" assert claims on behalf of themselves and other similarly situated persons called "the Class" for claims in court that share common legal and factual questions. The Lead Plaintiffs in this case are Brayden Humpherys and Jeremy Hatcher on the class claims, and Logan Shane Crabtree on claims under California's Labor Code Private Attorneys General Act of 2004 ("PAGA").

#### **4. Has the Court decided who is right?**

No. The Court has only given preliminary approval to the Settlement and decided that you should get a copy of this Notice. You can review the Settlement and determine whether you want to participate in it, object to it, or exclude yourself (i.e., "Opt-Out") from the Settlement. If the Settlement is not given final approval by the Court, the case will proceed to an eventual trial or series of individual arbitrations where the claims will have to be proven.

#### **5. Am I a Class Member?**

Yes. You have received this Notice because Defendants' records indicate that you are a member of the Class for some portion of the Class Period.

#### **6. Why is this Lawsuit being settled?**

After exchanging relevant information and documents, evaluating witnesses, and engaging in extensive settlement negotiations with the assistance of a neutral third-party mediator, the Parties have agreed to settle the claims in the Lawsuit. The Settlement represents a compromise of disputed claims and is not an admission that Defendants violated the law. The Lead Plaintiffs and Class Counsel believe the Settlement is in the Class's best interest.



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**7. What does this Settlement provide?**

Defendants have agreed to pay **\$6,500,000** to settle the claims in this Lawsuit, to release certain claims against Class Members and provide the Settlement benefits summarized in this Notice.

**8. Who represents the Class Members in the Lawsuit?**

In class actions, Class Members are represented by Court-appointed lawyers (“Class Counsel”). In this case, you are represented by:

Jason E. Baker, Esq.  
[jbaker@keeganbaker.com](mailto:jbaker@keeganbaker.com)  
John J. Weber, Esq.  
[jweber@keeganbaker.com](mailto:jweber@keeganbaker.com)  
KEEGAN & BAKER, LLP  
5820 Oberlin Drive, Suite 205  
San Diego, CA 92121  
Telephone: (858) 558-9402/9407

Eric D. Norvell, Esq.  
[enorvell@norvellfirm.com](mailto:enorvell@norvellfirm.com)  
ERIC D. NORVELL, ATTORNEY, P.A.  
445 Marine View Avenue, Suite 300  
Del Mar, CA 92014  
Telephone: (760) 452-0808

The Court has determined that Class Counsel are qualified to represent all Class Members. Nonetheless, you may hire your own lawyer at your own expense if you wish.

**9. Who is the Settlement Administrator?**

The Settlement Administrator is a neutral third party appointed by the Court to send this Notice, process and issue Individual Settlement Payments, PAGA Penalties and otherwise administer the Settlement. You may contact the Settlement Administrator at:

CRABTREE V. VIVINT, INC. CLASS ACTION SETTLEMENT  
c/o CPT GROUP, Inc.  
50 Corporate Park  
Irvine, CA 92606  
Phone: 1-(888) XXX-XXXX  
Dedicated Email Address for this Settlement: [vivintsettlement@cptgroup.com](mailto:vivintsettlement@cptgroup.com)

**MONETARY AND NON-MONETARY TERMS OF THE SETTLEMENT**

**10. What have Defendants agreed to do?**

Defendants have agreed to pay **\$6,500,000** to settle the claims in this Lawsuit (the “Gross Settlement Fund”). Additionally, for all Class Members whose employment ended before June 1, 2022 and who do not Opt-Out from the Settlement, Defendants have agreed to waive and release claimed outstanding wage advances and waive and release claims for violation of post-termination employee non-solicitation restrictions which occurred before [PRELIMINARY APPROVAL]. ***EXCLUDED FROM THE RELEASE OF CLAIMS FOR UNPAID ADVANCES FROM DEFENDANTS ARE THOSE CLASS MEMBERS CURRENTLY ENGAGED IN LITIGATION OR ARBITRATION WITH ANY OF THE DEFENDANTS OVER THE REPAYMENT OF SUCH ADVANCES.***

**11. How will the Gross Settlement Fund be allocated?**

Subject to final approval of the Court, the Settlement allocates the Gross Settlement Fund as follows: (a) PAGA Penalties of no more than \$130,000; (b) Settlement Administration costs of \$32,500; (c) Enhancement Awards of no more than \$80,000; (d) Case Litigation Costs of no more than \$25,000; and (e) Class Counsel Fees of 33.33% of the combined amount of the Gross Settlement Fund and total advances released by Defendants against Class Members, leaving no less than \$3,440,696 to fund the “Net Settlement Amount” to the Class. Any lesser

&lt;&lt;EmployeeName&gt;&gt;

CPT ID: &lt;&lt;ID&gt;&gt;

amounts awarded by the Court will be added to the Net Settlement Amount.

## 12. How are Class Members' Individual Settlement Payment(s) determined?

Subject to final approval of the Court, the maximum amount that each Verified Settlement Class Member is entitled to receive from the Net Settlement Amount is determined by comparing the Verified Settlement Class Member's total points earned during the Class Period in California by the total number of points earned by all Verified Settlement Class Members during the Class Period in California. Verified Settlement Class Members earn points during the Class Period as follows:

<u>Points Category</u>	<u>Points Awarded</u>
Work Weeks in a door-to-door sales position (including managers); plus	<b>1 point per</b>
Completed California alarm installations during the Class Period recorded under each Class Member's unique badge ID (excluding team overrides); plus	<b>2 points per</b>
Completed California solar installations during the Class Period recorded under each Class Member's unique badge ID (excluding team overrides).	<b>3 points per</b>

Points are not awarded for production with third-party dealers, non-California activity or activity not recorded within Defendants' records or systems under a Class Member's unique ID.

## 13. How much is my Individual Settlement Payment?

The precise amounts of your Individual Settlement Payments are not known until the Settlement is given final approval by the Court. According to Defendants' records, you earned the following credits during the Class Period towards points under the Settlement:

<u>Points Category</u>	<u>Per Defendants' Records</u>
Work Weeks in door-to-door sales position (including managers); plus	<<Work Weeks>>
Completed California alarm installations during the Class Period under your unique badge ID; plus	<<Alarm Installations>>
Completed California solar installations during the Class Period under your unique badge ID.	<<Solar Installations>>

If you wish to dispute your credits or Defendants' records, you must notify the Settlement Administrator and provide any supporting evidence in writing no later than **30 days from the date of this Notice**.

## 14. When will I be paid?

If the Settlement is given final approval by the Court and all possibilities of appeal are completed, the Lawsuit will end and the Gross Settlement Fund will be paid by Defendants to the Settlement Administrator in installments after Final Approval. The Settlement Administrator will distribute payments from the Gross

&lt;&lt;EmployeeName&gt;&gt;

CPT ID: &lt;&lt;ID&gt;&gt;

Settlement Fund, including the Individual Settlement Payments, pro-rata as installments of the Gross Settlement Fund are received.

**15. How are currently employed Class Members effected by the Settlement?**

Currently employed door-to-door sales representatives are included in the Settlement if they are part of the Class. California law prohibits Defendants from discharging you or in any other manner retaliating or discriminating against you because you participated in this Settlement.

**16. Are any taxes taken out of the Individual Settlement Payments?**

No. As direct sellers, Class Members are responsible for the appropriate classification, treatment and payment of any federal, state and/or local income or payroll taxes on the Individual Settlement Payments received. Fifty percent (50%) of your award will be classified as back wages and twenty-five percent (25%) will be classified as expense reimbursement and twenty-five percent (25%) will be classified as interest and penalties, with all amounts reported on an IRS Form 1099.

Each Class Member is advised to obtain tax advice from his or her own tax advisor as to any payments under this Settlement. This Notice is not legal or tax advice, and nothing in this Notice is intended nor should be used by any person for the purpose of avoiding any tax liability or penalties.

**17. How will I be paid?**

The Settlement Administrator has established numerous ways for you to be paid. Unless you elect to receive your Individual Settlement Payments via ACH, direct deposit or digital payment, you will receive your Individual Settlement Payments by check. Checks will be good for one hundred twenty (120) days. Any Individual Settlement Payment checks not claimed or cashed one hundred thirty (130) days after issuance of your last Individual Settlement Payment installment shall be void and the funds distributed to the Controller of the State of California to be held pursuant to California's Unclaimed Property Law.

**18. Why does the California LWDA receive a portion of the Settlement?**

One of the claims in the Lawsuit is that Defendants violated PAGA. Under PAGA, private citizens are permitted to recover civil penalties for violations of California's Labor Code, seventy-five percent (75%) given to the California Labor and Workforce Development Agency ("LWDA"), with the remainder paid pro-rata to the PAGA Represented Employees (as defined in the Settlement Agreement).

**19. What is an "Enhancement Award"?**

In class actions, the Court may provide Lead Plaintiffs and other contributing Class Members an "Enhancement Award" in recognition of the time, effort, and risks taken in pursuit of the Lawsuit on behalf of the Class. In this Lawsuit, Class Counsel will apply to the Court for up to \$80,000 in total Enhancement Awards to be paid from the Gross Settlement Fund shared among the Lead Plaintiffs and certain other Class Members who contributed extraordinary effort to the Settlement. The Court will ultimately determine the amount of the Enhancement Awards.

**20. How will Class Counsel be paid?**

*Class Members are not personally liable for any fees and costs.* As is routine in class action cases, Class Counsel will request an award of attorneys' fees and incurred expenses. These fees and expenses have been incurred as Class Counsel pursued the Lawsuit on behalf of the Class without receiving any compensation for their services or reimbursement of their out-of-pocket expenses. Accordingly, Class Counsel will apply to the Court for (i) attorneys' fees in the amount of up to thirty-three and 33/100 percent (33.33%) of the combined amount of the Gross Settlement Fund and total advances released by Defendants against Class Members; and (ii) incurred litigation expenses, not exceeding \$25,000.

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CPT ID: &lt;&lt;ID&gt;&gt;

**RELEASE OF CLAIMS****21. What claims are being released as part of the Settlement?**

- Upon final approval of the Settlement by the Court, Class Members who do not elect to Opt-Out from the Settlement will fully release claims, arising during the Class Period, which were alleged or could have been alleged in the Lawsuit based on the facts alleged in support of the class claims against Defendants and other Released Parties in the Second Amended Complaint. When claims are “released” it means that a person covered by the release cannot sue Defendants or the other Released Parties for these claims. The releases are binding upon Class Members who do not elect to Opt-Out from the Settlement.
- Additionally, Defendants have agreed to release claims against Class Members formerly employed as of June 1, 2022 who do not elect to Opt-Out from the Settlement for the repayment of claimed outstanding advances owed at termination of employment and for violating any employee post-termination non-solicitation clauses or restrictions for violations that occurred before [PRELIMINARY APPROVAL]. **EXCLUDED FROM THE RELEASE OF CLAIMS FOR UNPAID ADVANCES FROM DEFENDANTS ARE THOSE CLASS MEMBERS CURRENTLY ENGAGED IN LITIGATION OR ARBITRATION WITH ANY OF THE DEFENDANTS OVER THE REPAYMENT OF SUCH ADVANCES.** Eligible Class Members who elect to Opt-Out from the Settlement also do not get the benefit of these releases from Defendants.
- Upon final approval of the Settlement, all claims under PAGA in the Second Amended Complaint will also be released, including by Class Members who Opt-Out of the Settlement.
- The full terms of the releases, including defined terms, are set forth in Article V of the Settlement Agreement.

**YOUR RIGHTS AND OPTIONS****22. How do I participate in the Settlement?**

**You do not need to do anything to participate in the Settlement.** Unless you elect to Opt-Out from the Settlement, you will automatically receive your Individual Settlement Payments (see Sections 11-13 above) and release claims against the Released Parties (see Section 21 above) without any further action on your part. You are advised to notify the Settlement Administrator if your name, address or other contact information changes during administration of the Settlement.

**23. How do I request to be excluded from the Settlement?**

If you wish to be excluded from the monetary recovery and release provisions of the Settlement, you must mail a written, personally signed statement to the Settlement Administrator at the address or email set forth above (Section 9) that you elect to Opt-Out or you may use the Opt-Out Form attached hereto as Attachment 1. The election to Opt-Out must contain your name, mailing address, email address, telephone number and last 4 digits of your Social Security Number. **To be effective, your election to Opt-Out must be postmarked or emailed no later than 60 days from the date of this Notice.** If you Opt-Out of the Settlement and decide to pursue your own claims, you will have to hire and pay your own lawyer and have to individually prove your claims. If you do not timely Opt-Out from the Settlement, you will be bound by the terms of the Settlement, including, the releases provided for in the Settlement Agreement and any Final Judgment entered by the Court. Class Members cannot Opt-Out of the portion of the Settlement attributable to PAGA. As such, even if you elect to Opt-Out, you will still receive a share of the PAGA Penalties (if eligible) and be bound by the release of claims under PAGA if the Settlement is finally approved.

**24. May I object to the Settlement?**

If you wish to object to the Settlement in writing, you may do so by mailing to the Settlement Administrator at the address or email set forth above (Section 9) with the written factual and legal basis of the objection or you may use the Objection Form attached hereto as Attachment 2, with a copy mailed or emailed to Class

&lt;&lt;EmployeeName&gt;&gt;

CPT ID: &lt;&lt;ID&gt;&gt;

Counsel (contact information in Section 8 above) and counsel for Defendants (Chet A. Kronenberg, Esq., Simpson Thacher & Bartlett LLP, 1999 Avenue of the Stars – 29th Floor, Los Angeles, California 90067, [ckronenberg@stblaw.com](mailto:ckronenberg@stblaw.com)). Your written objection must be postmarked or emailed no later than **60 days from the date of this Notice**. However, you cannot both object to the Settlement and Opt-Out of the Settlement. If the Court denies your objection, you will still be bound by the terms of the Settlement and you will not thereafter be able to elect to Opt-Out from the Settlement.

### **THE SETTLEMENT'S FINAL APPROVAL HEARING**

#### **25. When will the Court consider whether to grant final approval of the Settlement?**

The Court will hold a Final Approval Hearing in Department CX103 of the California Superior Court for the County of Orange, located at 751 W Santa Ana Boulevard, Santa Ana, CA 92701, on **FINAL APPROVAL HEARING**, to decide whether to grant final approval of the Settlement. It is not necessary for you to appear at this hearing, unless you want to be heard on any objection to the Settlement.

You may participate in hearings remotely through CourtCall.com at 888-882-6878 at your own cost. Requests for fee waivers may be submitted to [CivilSRL@occourts.org](mailto:CivilSRL@occourts.org) or the drop box outside the Central Justice Center courthouse. You may listen to remote court hearings, but not participate, at no cost by calling the public access number (657-231-1414) and entering the access code for Department CX103 (12129852#) and then the PIN for this Department (12129852#).

The hearing may be postponed without further notice to the Class.

### **FURTHER INFORMATION**

#### **26. How do I receive more information?**

This Notice provides a summary of the basic terms of the Settlement. For the Settlement's complete terms and conditions, consult the Settlement Agreement, which can be accessed: (i) on the Settlement Administrator's website at [www.cptgroupeascinfo.com/vivintsettlement](http://www.cptgroupeascinfo.com/vivintsettlement); (ii) by contacting the Settlement Administrator; (iii) by contacting Class Counsel; or (iv) via the Case Access portal for the California Superior Court for the County of Orange (<https://www.occourts.org>). In the event of any conflict between the terms of the Settlement Agreement and this Notice, the Settlement Agreement shall control.

**PLEASE DO NOT TELEPHONE OR OTHERWISE WRITE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

**Date of Notice: DATE**

<<EmployeeName>>

CPT ID: <<ID>>

**Attachment 1**  
**OPT-OUT FORM**

*Logan Shane Crabtree, et al. v. Vivint, Inc., et al.*  
Superior Court of California, for the County of Orange, Department CX103  
Case No. 30-2020-01141910-CU-OE-CXC

**This is NOT a Claim Form. It EXCLUDES you from this Class Action Settlement.**

**DO NOT use this Form if you wish to remain IN this Class Action Settlement and receive a share of the Class Action Settlement.**

**IF YOU WISH TO PARTICIPATE IN THE CLASS ACTION SETTLEMENT, YOU NEED NOT TAKE ANY ACTION OR RETURN ANY FORMS.**

Name of Class Member: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Postal Code

Telephone: \_\_\_\_\_ Last Four of SSN: \_\_\_\_\_  
Area Code/Phone No. (Ext. if applicable)

Email: \_\_\_\_\_

I understand that by electing to Opt-Out of this Class Action Settlement, I will NOT BE ELIGIBLE to receive an Individual Settlement Payment or release of claims that may result from the Settlement. I also understand that even if I elect to Opt-Out, I will still be bound by the release of claims under PAGA if the Settlement is approved by the Court and will receive a share of the PAGA Penalties (if eligible).

If you wish to Opt-Out of this Class Action Settlement, please check the box below and sign and date the form.

- By checking this box, I affirm that I wish to be excluded (i.e., Opt-Out) from this Class Action Settlement and I will not receive any money or benefits of the Settlement.

\_\_\_\_\_  
Date Signed Signature of Class Member

**This form must be postmarked and mailed or emailed to the Settlement Administrator NO LATER THAN 60 days from the date of the Notice, or else you will lose your right to Opt-Out of the Settlement.**

**RETURN TO:**

CRABTREE V. VIVINT, INC. CLASS ACTION SETTLEMENT  
c/o CPT GROUP, Inc.  
50 Corporate Park  
Irvine, CA 92606  
Phone: 1-(888) XXX-XXXX  
Dedicated Email Address for this Settlement: [vivintsettlement@cptgroup.com](mailto:vivintsettlement@cptgroup.com)

<<EmployeeName>>

CPT ID: <<ID>>

**Attachment 2**  
**OBJECTION FORM**

*Logan Shane Crabtree, et al. v. Vivint, Inc., et al.*  
Superior Court of California, for the County of Orange, Department CX103  
Case No. 30-2020-01141910-CU-OE-CXC

**NOTICE OF OBJECTION TO CLASS ACTION**  
**SETTLEMENT**

**IF YOU WISH TO OBJECT TO THE SETTLEMENT DESCRIBED IN THE  
ACCOMPANYING NOTICE, PLEASE COMPLETE THIS FORM.**

You have a right to object to the Settlement, or any of its terms. In order to object, you must NOT have submitted an Opt-Out Form. If you choose to object, you must complete this form and send the signed form **NO LATER THAN 60 days** from the date of the Notice to CRABTREE V. VIVINT, INC. CLASS ACTION SETTLEMENT c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606 or [vivintsettlement@cptgroup.com](mailto:vivintsettlement@cptgroup.com) and copy Class Counsel via mail or email (see Class Notice).

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Last Four of Your Social Security Number: \_\_\_\_\_

Dates of Employment with the Company: \_\_\_\_\_

Do You Intend to Appear At The Final Approval Hearing? (Circle: YES / NO)

DESCRIBE THE BASIS OF YOUR OBJECTION IN THE SPACE PROVIDED BELOW  
AND/OR ON THE REVERSE. YOU MAY ENCLOSE ADDITIONAL PAGES.

I HEREBY CONFIRM THAT I WANT TO OBJECT TO THE SETTLEMENT FOR THE REASONS  
STATED HEREIN.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

