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Attorneys for Plaintiff JOSEPH MONTGOMERY,
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

JOSEPH MONTGOMERY, individually and
on behalf of himself and all others similarly
situated,

Plaintiff,

vs.

COPART, INC., a Delaware Corporation, and
DOES 1-50, inclusive,

Defendants.

Case No. 34-2020-00280733-CU-OE-GDS

Reservation #: 2644065

Assigned for All Purposes To:

Hon. Jill H. Talley

Dept.: 25

**DECLARATION OF PLAINTIFF JOSEPH
MONTGOMERY IN SUPPORT OF
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT**

Date: July 2, 2022

Time: 9:00 a.m.

Dept. 25

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I, Joseph Montgomery, declare as follows:

1. I am a named Plaintiff in this action, and commenced this action against my former employer. I have personal knowledge of all the facts in this declaration and, if asked, I would testify to these facts under oath in court.

2. I worked as a non-exempt employee for Defendant Copart, Inc. (“Defendant” or “Copart”) from approximately February of 2018 to June 28, 2019.

3. Based upon my experiences during my employment, I alleged that: I was not paid for all hours that I worked including minimum wages and overtime. I was also not paid in a timely manner during employment and upon separation from employment. I was not provided lawful meal and rest periods, or compensated premium pay when meal and rest periods were not lawfully provided. I was not provided accurate wage statements. Defendant also failed to keep accurate records related to my employment.

4. After meeting with my attorneys about these issues, I decided to proceed with a lawsuit against my former employer. At the time, I sought to represent all other similarly situated non-exempt employees in customer or member services positions, call center positions, or similar related position, however titled during the liability period, and to obtain relief for the entire group. I understand that through the investigation and settlement process, the “Aggrieved Employees” or group that I am representing, on behalf of the State of California as a private attorney general under the Private Attorneys General Act, Labor Code §2698 et seq., has broadened. The Aggrieved Employees has been broadened to include all current and former non-exempt employees of Copart, Inc. in California at any time during the period of April 9, 2019 to November 10, 2021. I agreed to consider the interests of the group as I would consider my own interests, and have always done so and will continue to do so.

5. On April 9, 2020, I understand that my counsel mailed Copart and the Labor and Workforce Development Agency notice of my intent to pursue a representative action against Defendant for their various violations of the California Labor Code and IWC Wage Orders.

6. On or about June 15, 2020, having received no response from the LWDA after 65 days, my attorneys filed a representative action lawsuit under PAGA in the Superior Court of California,

1 County of Sacramento, Case No. 34-2020-00280733-CU-OE-GDS on my behalf. In the Complaint, I
2 alleged a single cause of action for violations of the California Labor Code sections 2698, et seq. (Private
3 Attorney General Act of 2004), which includes allegations of failure to pay all wages owed for all hours
4 worked, including minimum wages and overtime; failure to provide lawful, timely meal periods; failure
5 to pay one hour of premium pay when timely, lawful meal periods were not provided or timely, lawful
6 rest periods were not authorized and permitted; failure to authorize and permit rest periods; failure to
7 timely pay all owed wages at the time of termination; failure to provide accurate, itemized wage
8 statements; and failure to keep accurate records.

9 7. When I agreed to represent the State and the group in this case, I understood it was my
10 duty to be readily available to participate actively in the case. I knew that I needed to keep aware of the
11 status and process of the lawsuit and assist my attorneys in litigating the case on behalf of the State and
12 the Aggrieved Employees. At all times, I worked to fulfill these duties on behalf of the State and the
13 Aggrieved Employees.

14 8. I also understood the risks I could face due to my involvement as a named plaintiff. I
15 understood that I could be held responsible for the payment of Defendant's court-awarded litigation costs
16 and potentially attorneys' fees if I did not prevail in litigation. Therefore, I realized that I was taking a
17 significant amount of risk in filing the representative action.

18 9. I knew my name could easily be located on a search of court records and that any
19 prospective employer may find out that I had sued my former employer.

20 10. Even though I knew I was taking risks, I knew I had to do what I believed was right and
21 pursue claims on behalf of other employees to vindicate their rights and attempt to recover penalties for
22 Defendant's violations.

23 11. My attorneys prepared and forwarded me a copy of the complaint for review in this case.
24 I thoroughly reviewed the complaint and discussed the contents of the complaint and my claims with my
25 attorneys.

26 12. I spent a substantial amount of time and effort pursuing my claims and the claims of the
27 other similarly situated employees from the time I retained my attorneys to this date. I estimate that I
28 have devoted in excess of 50 hours to the litigation of this matter since the inception of the matter.

1 13. During the litigation I spent hours on telephone calls discussing the facts of my case with
2 the attorneys and staff of James Hawkins APLC. I spent hours discussing the facts related to my
3 employment with Defendants, including discussing my job duties and responsibilities as a non-exempt
4 employee, my experiences, Defendant's policies and practices, and the hours and days I worked. I have
5 also worked to identify witnesses and assist my attorneys in moving the case forward. I have also
6 reviewed certain documents produced during the information exchange process in this case to assist my
7 attorneys in prosecuting this case, and I have assisted my attorneys in preparing for mediation. I
8 constantly remained available in order to assist with any questions that arose throughout the litigation
9 process, including throughout the full-day mediation session.

10 14. I also spent hours looking for all documents related to my employment with Defendant
11 and sending them to my attorneys, which included wage statements, personnel documents, emails, and
12 separation paperwork. I further spent several hours on telephone calls discussing documents I provided
13 to my attorneys.

14 15. My attorneys provided me with a copy of the proposed Settlement Agreement which I
15 reviewed carefully before signing it. I have discussed the terms and any questions I had with James
16 Hawkins APLC. As a term of the settlement, I have agreed to give a broad release of all claims that I
17 had or might have against Defendant arising from my employment. No other Aggrieved Employee will
18 be required to give such a release. I understand this is sometimes asked of a Representative.

19 16. It is my opinion that the proposed settlement achieved is fair, adequate and reasonable.

20 17. I understand that the State and approximately 993 current and former employees of
21 Defendant will receive payments they would not otherwise have recovered but for the initiation of the
22 case.

23 18. I have always considered the interests of the group just as I would consider my own
24 interest and placed the interest of the group above my own since I commenced the case against Copart.
25 In addition, I believe that I have put myself at risk by pursuing this lawsuit on behalf of myself and other
26 current and former employees of Defendant, and I understand that my participating in this lawsuit could
27 inhibit my ability to seek gainful employment in the future.

28 19. I am requesting the Court approve a \$10,000 Enhancement Award and General Release

1 Fee. I believe this amount is reasonable considering the general release that I am providing to Defendant
2 and given the amount of work and time I spent with my attorneys to achieve this excellent settlement.
3 The time and service I provided to the State and the Aggrieved Group resulted in the parties agreeing to
4 settle the case and a positive outcome for the State and the entire Group, who will receive a share of the
5 settlement funds in this case.

6 20. I further believe the amount of the requested award is very reasonable considering the
7 financial and professional risks I took by bringing a representative action lawsuit against my employer,
8 including the potential of paying court-awarded litigation costs to Defendant and the negative exposure
9 to future employers. I also gave a broad release of all claims against Defendant arising from my
10 employment that other Aggrieved Employees did not have to give.

11 21. As I have been since April 2020, I am committed to this case and intend to continue to
12 participate as needed until the conclusion of this matter for the benefit of the State and the Aggrieved
13 Group.

14 I declare under penalty of perjury under the laws of the State of California that the foregoing is
15 true and correct. Executed on May 2, 2022 in Sacramento California.

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17 Joseph B. Montgomery
18 Joseph B. Montgomery (May 2, 2022 17:23 PDT)

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2022-05-01 Decl of Montgomery ISO Motion for PAGA Approval -final

Final Audit Report

2022-05-03

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