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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,

v.

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

**[PROPOSED] ORDER APPROVING PAGA
SETTLEMENT AND JUDGMENT**

Date: July 2, 2022

Time: 9:00 a.m.

Dept: 25

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1. The Court has jurisdiction over the subject matter of this Action and over all Parties to the Action.

3. The Court hereby finds that Plaintiff notified the Labor and Workforce Development Agency (“LWDA”) of the Settlement in accordance with the notice requirements of California Labor Code § 2699(*l*). The Court has received no feedback from the LWDA regarding the Settlement.

4. The Court finds that the Settlement has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court has considered the nature of the claims, the procedural history of this case, the amounts paid in settlement, and the allocation of settlement proceeds among the LWDA and the Aggrieved Employees. The Court hereby finds the Settlement involves the resolution of a bona fide dispute, was entered into in good faith, and provides genuine and meaningful relief under PAGA. The Court therefore approves the Settlement as fair, adequate, and reasonable and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

1 5. Copart will not be required to pay any additional amounts in connection with the
2 Settlement other than the Gross Settlement Amount specifically set forth in the Settlement
3 Agreement and this Order, except as provided in Paragraph 26. Specifically, in the event that the
4 pay periods from April 9, 2019 to September 10, 2021 are more than 10% greater than 30,533 (i.e.,
5 if there are more than 33,586 pay periods from April 9, 2019 to September 10, 2021), Copart shall
6 increase the GSA in proportion to the increase in pay periods over 10% (e.g., if the number of pay
7 periods is 12% greater than 30,533, Copart will increase the GSA by 12%). (“Escalator Clause”).
8 In the event that the Escalator Clause is triggered, the Parties shall cooperate to obtain an amended
9 judgment which reflects the increased Gross Settlement Amount.

10 6. The Court awards attorneys’ fees to Plaintiff’s Counsel in the total amount of
11 \$_____ (requested up to 1/3 of the Gross Settlement Amount or approximately
12 \$430,000) and costs to Plaintiff’s Counsel in the total amount of \$_____ (requested up
13 to \$13,000). The Attorneys’ Fees and Costs are to be paid from the Gross Settlement Amount as
14 final payment for and complete satisfaction of any and all attorneys’ fees and costs incurred by
15 Plaintiff, and to be incurred by Plaintiff, to prosecute the Action.

16 7. The Court awards Plaintiff an Enhancement Payment and General Release Fee in
17 the amount of \$_____ (requested up to \$10,000) to be paid from the Gross Settlement
18 Amount. The Fee is appropriate consideration for Plaintiff’s General Release as set forth in
19 Paragraph 29 of the Settlement Agreement. Further, Plaintiff submitted a declaration detailing the
20 ways in which he assisted Plaintiff’s Counsel in the litigation of the Action, and the award is
21 appropriate in light of the stated purpose of PAGA.

22 8. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator. The
23 Court concludes that the Settlement Administration Costs in the amount of
24 \$_____ (requested \$7,000.00) are reasonable and necessary to administer the Settlement
25 and shall be paid from the Gross Settlement Amount.

26 9. The remaining PAGA Settlement Amount of \$_____ (estimated
27 \$830,000.00) shall be allocated as follows: 75% of the PAGA Settlement Amount, or
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1 \$ _____ (estimated \$622,500.00), will be paid to the LWDA, and the remaining
2 25%, or \$ _____ (estimated \$207,500.00), will be paid to all Aggrieved Employees
3 pursuant to the calculation set forth in the Settlement Agreement for calculating Individual
4 Settlement Payments.

5 10. Upon the Effective Date, the terms of the Settlement Agreement, and this Order and
6 Judgment, shall be binding on the Parties. Plaintiff, the State of California, and the Aggrieved
7 Employees shall be bound by the releases set forth in the Settlement Agreement. Specifically:

- 8 a. Upon the Effective Date and payment of all funds due under the Settlement, Plaintiff
9 will be deemed to have provided a complete and general release to the Released
10 Parties, with a waiver of California Civil Code § 1542.
- 11 b. Upon the Effective Date and payment of all funds due under the Settlement,
12 Plaintiff, on behalf of himself, the State of California, and all Aggrieved Employees,
13 will be deemed to have released the Released Parties of all PAGA Release Claims
14 during the PAGA Period.
- 15 c. “Aggrieved Employees” includes all current and former non-exempt employees of
16 Copart, Inc. in California at any time during the PAGA Period.
- 17 d. “Released Parties” means Copart, Inc. and its affiliated companies and its respective
18 parent companies, subsidiaries, affiliates, shareholders, members, agents (including,
19 without limitation, any investment bankers, accountants, insurers, reinsurers,
20 attorneys and any past, present or future officers, directors and employees)
21 predecessors, successors, and assigns.
- 22 e. “PAGA Released Claims” means any and all claims for civil penalties under PAGA
23 based on the factual allegations alleged in the notice letters Plaintiff sent to the
24 LWDA on April 9, 2020 and October 13, 2021 and the operative First Amended
25 Complaint, including failure to pay for all hours worked, including overtime and
26 minimum wage; failure to provide meal periods; failure to pay one hour of premium
27 pay when lawful meal periods were not provided; failure to provide rest periods;
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1 failure to pay one hour of premium pay when lawful rest periods were not provided;
2 failure to maintain accurate records of hours worked; failure to timely pay all wages
3 at termination; failure to furnish accurate itemized wage statements; failure to pay
4 all earned wages twice per month; Labor Code sections 201, 202, 203, 204, 210,
5 216, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 510, 512, 516, 558, 1174,
6 1174.5, 1194, 1194.2, 1195, 1197, 1198, , 2698, et seq., 2699(a), 2802; Business
7 and Professions Code sections 17200-17208; and applicable IWC Wage Orders.

8 f. "PAGA Period" means the time period from April 9, 2019 to November 10, 2021.

9 g. The releases provided under the settlement shall have *res judicata* effect on Plaintiff,
10 the State of California, and the Aggrieved Employees, as well as their heirs,
11 executors, administrators, successors, and assigns in all pending and future claims,
12 lawsuits, or other proceedings maintained by or on behalf of any such persons, to
13 the extent those claims, lawsuits or other proceedings fall within the scope of claims
14 released as set forth in the Settlement Agreement.

15 11. Neither this Order nor the Settlement Agreement (nor any other document referred
16 to herein, nor any action taken to carry out this Order) is, may be construed as, or may be used as,
17 an admission or concession by Defendant or the Released Parties of the validity of any claim
18 asserted by Plaintiff. The fact that Defendant entered into, and took action to implement, the
19 Settlement shall not be considered as, or be deemed evidence of, an admission or concession of
20 wrongdoing, fault or liability as alleged in the Action. Moreover, the fact that Defendant entered
21 into and/or took action to implement the Settlement shall not be offered or received in evidence in
22 any action or proceeding against Defendant in any court, administrative agency or other tribunal
23 for any purpose whatsoever, except to enforce the provisions of this Order and the Settlement
24 Agreement; provided, however, that this Order and the Settlement Agreement may be filed in any
25 action against or by Defendant or the Released Parties to support a defense of *res judicata*, collateral
26 estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or
27 any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.
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1 12. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
2 purposes of supervising the implementation, enforcement, construction, administration, and
3 interpretation of the Settlement Agreement and this Judgment.

4 13. The Court hereby enters judgment of the entire Action, with prejudice, for the
5 reasons set forth above and upon the terms set forth in the Settlement Agreement.

6 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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9 DATED: _____

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11 HON. JILL TALLEY
12 JUDGE OF THE SUPERIOR COURT
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