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7 Attorneys for Plaintiff LEON JOHNSON
8 As an individual and on behalf of all others similarly situated

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF SAN BERNARDINO**

12 LEON JOHNSON, as an individual on
13 behalf of himself and on behalf of all others
similarly situated,

14 Plaintiff,

15 v.

16 CARVANA, LLC, an Arizona limited
17 liability company; CARVANA
LOGISTICS, LLC, a Delaware limited
18 liability company; and DOES 1-100,
19 inclusive,

20 Defendants.
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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 24 2024

BY Victoria Sanchez
VICTORIA SANCHEZ, DEPUTY

Case No.: CIVSB2304225

Assigned for All Purposes to:
Hon. Jessica Morgan
Dept. S-26

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
REQUEST FOR ATTORNEY'S FEES AND
COSTS, AND JUDGMENT THEREON**

Date: July 24, 2024
Time: 8:30 a.m.
Dept.: S-26

1 The Court, having read the papers filed with regard to Plaintiff's motion for final approval
2 of a class action settlement, having read the papers filed with regard to Plaintiff's motion for
3 attorney's fees and costs, and having heard argument on the motions, hereby finds and ORDERS
4 as follows:

5 1. The Court has jurisdiction over this matter and over all parties to the action,
6 including the members of the Settlement Class.

7 2. The Class Action and PAGA Settlement Agreement, attached as Exhibit 1 to the
8 Declaration of Brandon Brouillette (filed on January 16, 2024) (the "Settlement Agreement"), is
9 the product of arms-length negotiations between the parties and the terms of the Settlement
10 Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class. The
11 Settlement Agreement therefore is finally approved, and its terms incorporated herein. The Court
12 orders the parties to the Settlement Agreement to perform forthwith their respective duties and
13 obligations thereunder.

14 3. The Settlement Class, which was provisionally certified by the Court in its
15 February 7, 2024 Order Granting Preliminary Approval, hereby is certified under California Code
16 of Civil Procedure Section 382 for purposes of settlement only. The Settlement Class includes all
17 current or former Vehicle Transporters who are or were previously employed by Defendant
18 Carvana, LLC/Carvana Logistics, LLC, ("Carvana") during the period of February 16, 2019
19 through December 19, 2023.

20 4. The Court adjudges Plaintiff and the Participating Class Members, on behalf of
21 themselves and their respective former and present representatives, agents, attorneys, heirs,
22 administrators, successors, and assigns, to have released the Released Parties (as defined in the
23 Settlement Agreement) from (1) all claims for unpaid wages arising from Defendant's
24 compensation policies through January 9, 2023, including claims for unpaid wages or overtime
25 based upon paying Class Members a salary; and (2) all claims including claims for alleged off-the-
26 clock work, meal periods, rest periods, expense reimbursement, and derivative claims for failure to
27 provide accurate wage statements and waiting time penalties through the end of the Class Period.
28 Specifically, all Participating Class Members, on behalf of themselves and their respective former

1 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
2 release Released Parties from (i) all claims that were alleged, or reasonably could have been
3 alleged, based on the facts stated in the Operative Complaints including, (1) Unpaid Minimum
4 Wages, Cal. Labor Code §§ 1194, 1194.2, 1197, and Industrial Welfare Commission (“IWC”)
5 Wage Order 9, and including claims deriving from salary misclassification, unpaid work time, off
6 the clock work, (2) Unpaid Overtime, Cal. Labor Code §§ 510 and 1194, and Wage Order 9,
7 including claims for failure to properly calculate and compensate overtime premiums, (3) Failure
8 to Provide Meal Breaks or properly pay meal break premiums, Cal. Labor Code §§ 226.7 and 512,
9 and Wage Order 9, (4) Failure to Provide Rest Breaks or properly pay rest break premiums, Cal.
10 Labor Code § 226.7, and Wage Order 9, (5) Failure to Provide Accurate, Itemized Wage
11 Statements, Cal. Labor Code § 226, and Wage Order 9, and (6) Failure to Pay Expense
12 Reimbursements, Cal. Lab. Code § 2802, and Wage Order 9, and (7) Unfair Business Practices,
13 Cal. Bus. & Prof. Code § 17200. Nothing contained herein shall be deemed to provide a release
14 for claims of unpaid wages based upon the piece rate compensation policy implemented as of
15 January 9, 2023. The Released Class Claims are those that accrued during the Settlement Period.
16 Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do
17 not release any other claims, including claims for vested benefits, wrongful termination, violation
18 of the Fair Employment and Housing Act, unemployment insurance, disability, social security,
19 workers’ compensation, or claims based on facts occurring outside the Class Period.

20 5. The State of California, LWDA and all Aggrieved Employees are deemed to
21 release, on behalf of themselves and their respective former and present representatives, agents,
22 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
23 PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts
24 stated in the Operative Complaint and the PAGA Notice, including alleged violations of Labor
25 Code sections 201-203, 204, 216, 221-223, 226, 226.7, 245-248.6, 432, 432.5, 432.7, 510, 512,
26 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, 2810.5, and all applicable Wage
27 Orders. Nothing contained herein shall be deemed to provide a release for claims for penalties
28

1 arising from unpaid wages based upon the piece rate compensation policy implemented as of
2 January 9, 2023.

3 6. The Settlement Administrator is ordered to distribute to the participating Class
4 Members their respective individual settlement payments from the Net Settlement Amount as
5 provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after the
6 check void date shall be forwarded to the California State Controller's Unclaimed Property Fund.
7 No funds shall revert to Carvana.

8 7. The Court further orders that the Class Members be provided with notice of this
9 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall include
10 with each Class Member's settlement distribution check a notice on the check stub advising the
11 Class Members that the Court entered Judgment, the date of the Judgment, and that Class
12 Members may obtain a copy of the Judgment upon request from the Settlement Administrator.

13 8. The Court approves an award of attorney's fees to Class Counsel in the amount of
14 \$135,987.24, and an award of costs and expenses in the amount of \$10,921.08. Such amounts
15 shall be paid as provided in the Settlement Agreement.

16 9. The Court approves a service payment to plaintiff and Class Representative Leon
17 Johnson in the amount of \$10,000.00, and the Settlement Administrator is ordered to make such
18 payment consistent with the terms of the Settlement Agreement.

19 10. The Settlement Agreement provides the Settlement Administrator, Phoenix
20 Settlement Administrators, shall be paid from the Gross Settlement Amount in an amount not to
21 exceed \$9,000.00. As set forth in the Declaration of Taylor Mitzner, the Settlement Administrator
22 is owed \$9,000 for services rendered and to be rendered in administering the settlement. The
23 Court therefore orders that Phoenix Settlement Administrators be paid the amount of \$9,000 from
24 the Gross Settlement Amount consistent with the terms of the Settlement Agreement.

25 11. The Court approves civil penalties under PAGA in the amount \$40,000.00, and
26 finds that amount is fair, reasonable, and adequate, and consistent with PAGA's underlying
27 purposes. The PAGA civil penalties shall be distributed to the Labor & Workforce Development
28 Agency and Aggrieved Employees as provided under PAGA and the Settlement Agreement.

1 12. A compliance hearing is set for July 24, 2025, at 8:30 a.m., in Department S-26 of
2 the San Bernardino County Superior Court. The parties are ordered to file a joint compliance
3 report no later than ten (10) calendar days before the compliance hearing.

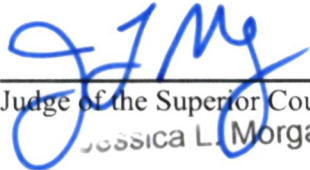
4 13. Under California Rule of Court 3.769(h), without affecting the finality of this Order
5 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
6 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
7 contemplated becomes effective and each and every act agreed to be performed by the parties has
8 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
9 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
10 construction, and interpretation of the Settlement Agreement.

11 14. Neither this Order and Judgment nor the Settlement Agreement upon which it is
12 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
13 This Order is not a finding of the validity or invalidity of any claims in this action or a
14 determination of any wrongdoing by any party. The final approval of the parties' settlement will
15 not constitute any opinion, position or determination of this Court as to the merits of the claims or
16 defenses of any party.

17 15. Judgment is hereby entered as follows: Plaintiff Leon Johnson and the Participating
18 Class Members, consisting of all current or former Vehicle Transporters who are or were
19 previously employed by Carvana during the period of February 16, 2019 through December 19,
20 2023, who have not otherwise opted out, shall take nothing from Carvana, except as set forth in
21 the Settlement Agreement.

22 16. The Court shall retain jurisdiction over the parties to interpret, implement and
23 enforce this Judgment.

24
25 Dated: 7/24/24

26 
27 _____
28 Judge of the Superior Court
Jessica L. Morgan