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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF ALAMEDA**

CELIA STEWART, as an individual and on behalf  
of all others similarly situated, and as a private  
attorney general;

Plaintiff,

vs.

RITCHIE BROS AUCTIONEERS (AMERICA)  
INC., a Washington corporation; RITCHIE BROS  
AUCTIONEERS INC., a Washington corporation  
upon information and belief, and DOES 1 through  
50, inclusive,

Defendants.

Case No. RG21086650

[Hon. Evelio Grillo, Department 21]

**[PROPOSED] ORDER GRANTING  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
FINAL JUDGMENT**

Date: March 1, 2023  
Time: 10:00 a.m.  
Department: 21

**Reservation ID: 179371674381**

Complaint Filed: January 25, 2021

On or about February 2, 2023, Plaintiff, Celia Stewart, filed a motion for an Order Granting Final Approval of Class Action Settlement, and on March 1, 2023, a hearing was held on this matter.

The Court has considered the papers and evidence, including the Joint Stipulation of Class Action and PAGA Settlement (“Agreement”), the arguments of counsel, and all other matters presented to the Court regarding final approval of the settlement, approval of requested allocations from the settlement fund, and entry of final judgment.

**I. Background**

On January 25, 2021, Plaintiff, Celia Stewart, filed this class and Labor Code Private Attorneys General Act of 2004 (“PAGA”) action against Defendants Ritchie Bros. Auctioneers (America) Inc. and Ritchie Bros. Auctioneers Inc. The operative first amended complaint alleges claims for underpaid sick pay wages, underpaid overtime, untimely payment of wages during and upon separation of employment, inaccurate itemized wage statements, unfair competition, and penalties pursuant to PAGA. The lawsuit seeks to remedy (i) alleged underpayments of sick pay wages and overtime resulting from a failure to factor certain non-discretionary remuneration into the regular rate of pay and (ii) alleged failures to furnish wage statements showing the name of the legal entity that was the employer.

**A. Class Members**

The Class is defined to include Sick Pay Class Members, Overtime Class Members, and Wage Statement Class Members. “Sick Pay Class Member” means any current or former non-exempt employee of Defendants in the State of California who was paid sick pay wages in any workweek during the Class Period in which they also earned non-discretionary remuneration, including profit-sharing pay. “Overtime Class Member” means any current or former non-exempt employee of Defendants in the State of California who was paid overtime wages in any workweek during the Class Period in which they also earned non-discretionary remuneration, including profit-sharing pay. “Wage Statement Class Member” means any current or former non-exempt employee of Defendants in the State of California during the Class Period. The Class Period is from April 4, 2021, through February 3, 2022.

All Class Members are also Aggrieved Employees. The PAGA Period is the same as the Class Period.

1           **B.       Operation of the Settlement**

2           Pursuant to the Court’s November 9, 2022 Preliminary Approval Order, the Court conditionally  
3 certified the Class and granted preliminary approval to the settlement. The Preliminary Approval Order  
4 also approved of the proposed forms of notice to the Class. The Court entered the Preliminary Approval  
5 Order after review and consideration of all of the pleadings filed in connection herewith, and the oral  
6 presentations made by counsel at the hearing. In compliance with the Preliminary Approval Order, the  
7 Notice of Class Action Settlement (“Class Notice”) was sent to all Class Members via first class mail.  
8 The notice process was timely completed.

9           This Court finds that the Agreement appears to be the product of serious, informed, non-  
10 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment  
11 to any individuals. The Court finds that the Settlement was entered into in good faith pursuant to  
12 California Code of Civil Procedure section 877.6. The Court further finds that the Agreement is fair,  
13 adequate, and reasonable and that Plaintiff has satisfied the standards for final approval of a class action  
14 settlement under California law. Under the provisions of California Code of Civil Procedure section 382  
15 and Rule 23 of the Federal Rules of Civil Procedure, as approved for use in *Vasquez v. Superior Court*, 4  
16 Cal. 3d 800, 821 (1971), the trial court has discretion to certify a class where:

17           [Q]uestions of law or fact common to the members of the class predominate over any questions  
18 affecting only individual members, and that a class action is superior to the available methods for  
the fair and efficient adjudication of the controversy ... .

19 FED. R. CIV. PROC. 23.

20           Certification of a settlement class is the appropriate judicial device under these circumstances.

21           Good cause appearing **IT IS HEREBY ORDERED AND ADJUDICATED** as follows:

22           1.       For purposes of this Order, the Court adopts all defined terms as set forth in the  
23 Agreement.

24           2.       The Court has jurisdiction over the subject matter of the litigation, the Class  
25 Representative, Settlement Class Members, and Defendant.

26           3.       The Court finds that the dissemination of the Class Notice to the Class Members by the  
27 appointed Settlement Administrator, Phoenix Settlement Administrators, constituted the best notice  
28

1 practicable under the circumstances to all Class Members, and fully met the requirements of California  
2 law and due process under the State and Federal Constitutions.

3 4. The Court approves the settlement of the above-captioned action, as set forth in the  
4 Agreement, as fair, adequate, and reasonable to the Parties and Class Members. The Parties are directed  
5 to perform in accordance with the terms set forth in the Agreement.

6 5. Except as otherwise provided in the Agreement, the Parties are to bear their own costs  
7 and attorneys' fees.

8 6. The Court hereby certifies the following Class of Sick Pay Class Members, Overtime  
9 Class Members, and Wage Statement Class Members for settlement purposes only: (i) all current or  
10 former non-exempt employees of Defendants in the State of California who were paid sick pay wages in  
11 any workweek from April 4, 2021, through February 3, 2022, in which they also earned non-  
12 discretionary remuneration, including profit-sharing pay; (ii) all current or former non-exempt  
13 employees of Defendants in the State of California who were paid overtime wages in any workweek  
14 from April 4, 2021, through February 3, 2022, in which they also earned non-discretionary  
15 remuneration, including profit-sharing pay; and (iii) all current or former non-exempt employees of  
16 Defendants in the State of California at any time from April 4, 2021, through February 3, 2022.

17 7. With respect to the Class and for purposes of approving the settlement only and for no  
18 other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and so  
19 numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to  
20 the Class, and there is a well-defined community of interest among members of the Class with respect to  
21 the subject matter of the non-exempt claims in the Action; (c) the claims of Class Representative are  
22 typical of the claims of the members of the Class; (d) the Class Representative has fairly and adequately  
23 protected the interests of the members of the Class; (e) a class action is superior to other available  
24 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class  
25 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in her individual and  
26 representative capacities and for the Class.

1           8.       Within 14 days after the grant of Final Approval of the settlement, Defendant shall  
2 deposit the Gross Settlement Amount of \$228,900.00 with the Administrator, pursuant to the terms of  
3 the Agreement.

4           9.       Subject to the holdback in Paragraph 10, the Administrator shall pay from the Gross  
5 Settlement Amount:

- 6                   1.       to Class Counsel attorneys' fees in the amount of \$76,300.00 and reimbursement  
7                           of costs in the amount of \$10,065.24;
- 8                   2.       to Class Representative Celia Stewart for her unique services to the Class, and as  
9                           consideration for the execution of a general release, the amount of \$10,000.00;
- 10                  3.       to the California Labor and Workforce Development Agency the amount of  
11                           \$15,000.00 for its 75% share of PAGA Penalties; and
- 12                  4.       to Phoenix Settlement Administrators the amount of \$6,250.00 for its fees and  
13                           costs in administering the settlement.

14           10.       The Court finds that these amounts are fair and reasonable. The Administrator is directed  
15 to make such payments in accordance with the terms of the Agreement, with the exception of 10% of the  
16 \$76,300.00 in attorneys' fees, or \$7,630.00, which shall remain on deposit with the Administrator until  
17 the completion of the settlement distribution process and the Court approves a final accounting.

18           11.       The Court approves the Individual Settlement Payment and Individual PAGA Payment  
19 amounts, which shall be distributed by the Administrator pursuant to the terms of the Agreement, after  
20 allocation of the amounts set forth in Paragraph 9.

21           12.       The Court hereby orders the parties to implement the terms of the Agreement, including  
22 distributing any uncashed settlement checks to the State Unclaimed Property Fund in the name of the  
23 recipient.

24           13.       A compliance hearing is set for October \_\_\_, 2023, at 10:00 a.m. in Department 21 of this  
25 Court. At least 16 days prior to the compliance hearing, Plaintiff shall file a declaration from the  
26 Administrator establishing the status of distribution of settlement funds. If the distribution is completed,  
27 the Court will approve a final accounting and order the release of the holdback of 10% of the attorneys'  
28 fees.

1           14. All Class Members who did not opt out of the Settlement shall be bound by the releases  
2 provided in the Agreement. All PAGA Employees shall be bound by the PAGA releases provided in the  
3 Agreement. The Class Representative shall be bound by the additional general releases provided in the  
4 Agreement.

5           15. The Court hereby enters final judgment in this case in accordance with the terms of the  
6 Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement  
7 or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the  
8 Parties, including all Settlement Class Members, for purposes of enforcing and interpreting this Order  
9 and the Settlement.

10           16. Pursuant to Code of Civil Procedure section 668.5, judgment shall be entered as of the  
11 filing of this judgment. This judgment makes no finding of any violation of the Labor Code, liability, or  
12 other wrongdoing. None of the settlement or any of its terms, the order approving the settlement, or this  
13 judgment are an admission of any liability or finding of any violation of the Labor Code.

14           **IT IS SO ORDERED AND ADJUDGED.**

15 DATED: \_\_\_\_\_, 2023

\_\_\_\_\_  
THE HONORABLE EVELIO GRILLO